



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING - REVISED AGENDA

**City Hall Chambers, 625 Center Street, Oregon City
Wednesday, December 02, 2020 at 7:00 PM**

EXECUTIVE SESSION: To immediately follow the regular meeting of the City Commission.

- i. PURSUANT TO ORS 192.660(2)(i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.
- ii. PURSUANT TO ORS 192.660(2)(f): To consider information or records that are exempt by law from public inspection.

REGULAR MEETING OF THE CITY COMMISSION

The public is strongly encouraged to relay concerns and comments to the Commission in one of three ways:

- *Email at any time up to 12 p.m. the day of the meeting to recorderteam@orc.org.*
- *Phone call (Monday – Friday, 8 am – 5 pm) to 503-496-1505, all messages will be relayed and/or citizens can sign-up to be called during the meeting to provide over-the-phone testimony.*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES, PROCLAMATIONS, AND PRESENTATIONS

[3a.](#) Commission Appointments

4. CITIZEN COMMENTS

Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialog with those making comments but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Commission.

5. ADOPTION OF THE AGENDA

6. PUBLIC HEARINGS

[6a.](#) Ordinance No. 20-1011, Establishing a Temporary 30 MPH Speed Limit on the New Meyers Road Extension (High School Avenue to Highway 213) and Declaring an Emergency

[6b.](#) Conservation Easement at 3-2E-09C, Tax Lot 200 (Along Meyers Road)

7. GENERAL BUSINESS

[7a.](#) Update on Temporary Shower Trailer at Milner Veterinary Hospital

[7b.](#) Resolution No. 20-37, Update to the Guidelines for Transportation Impact Analyses

8. CONSENT AGENDA

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

[8a.](#) Resolution No. 20-38, Authorizing the Nomination of the Oregon City Traffic Signal Upgrades Project for the 2020 All Roads Transportation Safety Grant Program

[8b.](#) Resolution No. 20-39, Certifying the Election Results for the November 3, 2020 General Election

[8c.](#) Award of Contract with Landis & Landis Construction, LLC. for the Construction of the Gaffney Lane Street Widening Project

[8d.](#) Amendment No. 2 to the Personal Services Agreement with Wallis Engineering, PLLC for Consulting Inspection Services of the Gaffney Lane Street Widening Project

[8e.](#) Personal Services Agreement with Century West Engineering for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project (CI 20-010)

[8f.](#) Personal Services Agreement with Wallis Engineering for the Park Place Urbanization Study Project (PS 20-027)

[8g.](#) Personal Services Agreement with 3J Consulting, Inc. for the 2021 Waterline Replacement Project (CI 20-013)

[8h.](#) Revocable Permanent Right-of-Way Obstruction Permit for Property Located at 122 Terrace Avenue (Tax Lot 22E 31DD 01502)

[8i.](#) Public Improvement Contract with Taurus Power and Controls, Inc. for the Hunter Avenue Booster Pump Station Electrical and Control Upgrades (CI 20-012)

[8j.](#) Public Works Street Division Replacement Vehicle

8k. OLCC: Liquor License Application – Off-Premises, Applying as an LLC, Ingrid's Scandinavian Food LLC, 209 7th Street

8l. OLCC: Liquor License Application – Off-Premises, Applying as an LLC, Garcia Co. LLC (dba Bistro Cubano), 709 Main Street

8m. OLCC: Liquor License Application – Commercial Full On-Premises and Off-Premises, applying as an LLC, Oregon City Grill LLC, 515 Main Street, Oregon City

8n. Minutes of the September 2, 2020 Regular Meeting

8o. Minutes of the September 16, 2020 Regular Meeting

8p. Minutes of the October 7, 2020 Regular Meeting

9. COMMUNICATIONS

City Manager

Commissioners

Mayor

10. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor calls your name, proceed to the speaker table, and state your name and city of residence into the microphone. Each speaker is given three (3) minutes to speak. To assist in tracking your speaking time, refer to the timer on the table.

As a general practice, the City Commission does not engage in discussion with those making comments.

Electronic presentations are permitted but shall be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503 657 0891

Agenda Posted at City Hall, Pioneer Community Center, Library, City Web site.

Video Streaming & Broadcasts: The meeting is streamed live on Internet on the Oregon City's Web site at www.orcity.org and available on demand following the meeting. The meeting can be viewed live on Willamette Falls Television on channel 28 for Oregon City area residents. The

meetings are also rebroadcast on WPMC. Please contact WPMC at 503 650 0275 for a programming schedule



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: City Recorder Kattie Riggs

Agenda Date: 12/02/2020

SUBJECT:

Commission Appointments

STAFF RECOMMENDATION:

Staff recommends the Commission President announce appointments of elected official to serve on various boards and committees representing the Oregon City – City Commission.

BACKGROUND:

1. Beavercreek Employment Area Blue Ribbon Committee
Appointed: Commissioner Frank O'Donnell
2. Brownfield Grant Committee
Appointed: Mayor Dan Holladay
3. Citizen Involvement Committee Commission Liaison
Appointed: Commissioner Rachel Lyles Smith
4. Clackamas County Coordinating Committee (C4)
Appointed: Mayor Dan Holladay Alternate: Commissioner Rachel Lyles Smith
 - 4a. C4 Sub committee: Commissioner Rachel Lyles Smith
5. Clackamas Heritage Partners
Appointed: Commissioner Rocky Smith, Jr.
6. Downtown Oregon City Association Board
Appointed: Commissioner Denyse McGriff
7. Metro Policy Advisory Committee (MPAC)
Appointed: Commissioner Rachel Lyles Smith Alternate: Commissioner Denyse McGriff

8. Oregon Governor's Willamette Falls Locks Commission

Appointed: Mayor Dan Holladay

9. Oregon City Tourism Stakeholder's Group

Appointed: Commissioners Denyse McGriff and Rocky Smith, Jr.

10. South Fork Water Board

Appointed: Mayor Dan Holladay

Appointed: Commissioner Frank O'Donnell

Appointed: Commissioner Rocky Smith, Jr.

11. Willamette Falls and Landings Heritage Area (Previously Willamette Falls Heritage Area Coalition)

Appointed: Commissioner Denyse McGriff Alternate: None Maybe City Staff

12. Willamette Falls Legacy Project Liaison

Appointed: Mayor Dan Holladay

Appointed: Commissioner Frank O'Donnell

13. OC 2040 Project Advisory Team

Appointed: Mayor Dan Holladay

Appointed:

14. Clackamas Water Environment Services Policy Committee

Appointed: Commissioner Rocky Smith, Jr.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/02/2020

SUBJECT:

Ordinance No. 20-1011, Establishing a Temporary 30 MPH Speed Limit on the New Meyers Road Extension (High School Avenue to Highway 213) and Declaring an Emergency

STAFF RECOMMENDATION:

First and second reading of Ordinance No. 20-1011, adopting a temporary 30 MPH speed limit on the new Meyers Road extension, and declaring an emergency.

EXECUTIVE SUMMARY:

The Meyers Road Extension Project is wrapping up and the roadway is expected to open in December 2020. In order to maintain a safe roadway corridor for all users, a temporary speed limit needs to be established prior to opening the roadway. Staff recommends a temporary 30 mph speed limit be adopted.

BACKGROUND:

Staff has reviewed the State Speed Zone Manual and the Oregon Revised Statute (ORS) 810.180(8) which allows a road authority to establish by ordinance a temporary designated speed for a new highway under the jurisdiction of the road authority. The temporary speed is based on a modified investigation until such time as the Oregon Department of Transportation (ODOT) can conduct a complete speed zone engineering study to identify a permanent speed zone.

Meyers Road is a minor arterial, and as such, is not a roadway with a statutory speed limit as identified in ORS 811.105.

ORS 810.180(8)(C) states that the authority granted by this subsection may be exercised only if the ordinance or order that imposes the temporary designated speed:

- A. Specifies the hazard, damage, or other condition requiring the temporary designated speed; and

- B. Is effective only for a specified time that corresponds to the hazard, damage, or other conditions specified.

Temporary speed zones on new or rebuilt state highways may be established after a modified investigation has been conducted. This investigation should take place after the road nears completion. The modified investigation is based on the following criteria:

- Review the roadside culture.
- Determine how the roadway will be used and what classification it will have.
- Review adjacent roadways' use and speed zoning to ensure consistency with similar roadways in the area.
- Consider estimated pedestrian and bicycle use.
- Consider design speed.
- Use engineering judgment.

The attached Meyers Road Extension – Modified Speed Zone Investigation was used to determine the temporary 30 mph speed zone. The outcome of the study to establish a permanent speed will be conducted by the ODOT and may be different than the temporary speed.

The Speed Zone Manual suggests that the permanent speed zone study be completed within 6 months of establishment of the temporary speed limit designation. Currently, ODOT has a large backlog of speed studies they are trying to complete due to the global pandemic, as well as the recent wildfires. ODOT has suggested that our temporary speed be effective until December 31, 2021 or ODOT issues a permanent speed order, whichever occurs first.

OPTIONS:

1. Approve the Ordinance Allowing the Temporary Speed Limit of 30 mph on the new Meyers Road Extension.
2. Approve the Ordinance with Amendments, Allowing the Temporary Speed Limit of 30 mph on the new Meyers Road Extension.
3. Deny the Ordinance Allowing the Temporary Speed Limit of 30 mph on the new Meyers Road Extension.

ORDINANCE NO. 20-1011

AN ORDINANCE OF THE CITY OF OREGON CITY ESTABLISHING A TEMPORARY 30 MPH SPEED LIMIT ON THE NEW MEYERS ROAD EXTENSION (HIGH SCHOOL AVENUE TO HIGHWAY 213) AND DECLARING AN EMERGENCY

WHEREAS, ORS 810.010(3) provides that the City of Oregon City is the “road authority for all highways, roads, streets and alleys, other than state highways, within the boundaries of the incorporated city,” that are not otherwise regulated by the Oregon Department of Transportation or Clackamas County; and

WHEREAS, ORS 810.180(8) allows a road authority may establish a temporary designated speed for highways in its jurisdiction; and

WHEREAS, the City is wrapping up construction of the Meyers Road Extension project which includes a new roadway from High School Avenue to Highway 213; and

WHEREAS, there will be ongoing maintenance and finishing construction for a period of time after the Meyers Road Extension opens to the public; and

WHEREAS, the newly built roadway will be unfamiliar to people driving the road and, given the proximity of the Oregon City High School and Clackamas County Community College, it is expected to have a significant number of pedestrians and cyclists; and

WHEREAS, the above conditions present potential hazards to the public as well as workers on the Meyers Road Extension; and

WHEREAS, the City has completed a modified investigation until such time as the Oregon Department of Transportation can conduct a complete engineering study and designate a permanent speed limit; and

WHEREAS, a temporary 30 mph speed limit is recommended with this declared as an emergency, so that it is implemented and effective as soon as the section of roadway is open to the public. This is a health and safety factor.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The above-recited findings are adopted and incorporated by reference herein.

Section 2. Based upon such findings, the City Commission hereby authorizes establishing a temporary 30 mph speed limit on the new Meyers Road Extension, between High School Avenue and Highway 213.

Section 3. Upon enactment, the City shall post signs giving notice of the temporary designated speed at each end of the roadway and at other places as necessary to inform the public. The temporary designated speed shall be effective when signs giving notice of the designated speed are posted, until December 31, 2021 or ODOT issues a permanent speed order, whichever occurs first.

Section 4. This ordinance being necessary for the safety of all users on the new roadway, an emergency is declared to exist, and this Ordinance takes effect immediately.

Read for the first and second time at a regular meeting of the City Commission held on the 2nd day of December, 2020, and the City Commission enacted the foregoing Ordinance this 2nd day of December 2020.

DAN HOLLADAY, Mayor

Attested to this 2nd day of December 2020:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



MEMORANDUM

TO: City Commission
CC: John Lewis, PE – Public Works Director
FROM: Dayna Webb, PE – City Engineer
DATE: November 23, 2020
SUBJECT: Meyers Road Extension – Modified Speed Zone Investigation

The Meyers Road Extension Project is nearing completion and is expected to be ready to open to the public in December 2020. To establish a speed limit on this newly constructed roadway, staff reviewed the Oregon Department of Transportation (ODOT) Speed Zone Manual, adopted in May 2020. Following is an excerpt from the manual applicable to speed limits on new or rebuilt roadways:

ODOT SPEED ZONE MANUAL – TEMPORARY SPEED ZONES ON NEW OR REBUILT ROADWAYS

When a new or rebuilt road nears completion, the road authority under ORS 810.180(8) can issue a temporary designated speed. If a newly rebuilt section has been significantly altered with a different design that changes the characteristics of the roadway it may require a temporary speed until such time as a permanent speed may be established. The outcome of a study to establish a permanent speed may be different than the temporary speed.

A temporary speed will be based on a modified investigation until such time as a complete engineering study can be completed. Once the new or rebuilt road is open and under traffic a new permanent speed will have to be established by completing a speed zone engineering study as per OAR 734-20-0015.

For new or rebuilt roadways, the temporary order should be established citing the new or revised road conditions that make the speed changes necessary. The temporary order must have a specified end date, and an engineering study for establishing a permanent speed completed before that period ends. This should take place within six months after the road is opened to traffic.

The road authority should provide ODOT with a copy of any temporary speed zone order if ODOT is maintaining a speed zone order with a designated speed. If ODOT will be completing an engineering study, the road authority shall notify ODOT about the timing of the project completion so the engineering study can be scheduled quickly for permanent speed zoning.

To provide consistency for all temporary speed zone signing, the road authority should follow the criteria below when establishing temporary speed zones on new or rebuilt roadways. This section does not apply to construction speed zones. Temporary speed zones on new or rebuilt state highways may be established after a modified investigation has been conducted. This investigation should take place after the road nears completion. The modified investigation is based on the following criteria:

- Discuss the proposed roadway with the local agency and enforcement personnel to obtain their recommendation.
- Review the roadside culture.
- Determine how the roadway will be used and what classification it will have.
- Review adjacent roadways use and speed zoning to ensure consistency with similar roadways in the area.
- Consider estimated pedestrian and bicycle use.
- Consider design speed.
- Use engineering judgment.

Based upon the above criteria, a complete explanation of how the recommendation was determined should be submitted to the State Traffic-Roadway Engineer for temporary speed zoning. An abbreviated report with Historical Background, similar to a Housekeeping type report, should be included. After the road has been opened for a period of time, a standard speed zone investigation shall be conducted to determine the permanent speed zone. This should take place within six months after the road has been opened to traffic.

Temporary speed zones temporarily supersede any permanent designated speed zone or statutory speed for the specified time that the order states or until the temporary speed is no longer necessary and the posted permanent speed signs are posted.

DETAILED REVIEW OF MEYERS ROAD EXTENSION

Following is a detailed review of the new Meyers Road Extension Corridor. Additionally, as noted on the attached Meyers Road Corridor Map, you will see the information and areas mentioned below. Following is the review of the criteria identified in the Speed Zone Manual relating to a Modified Investigation:

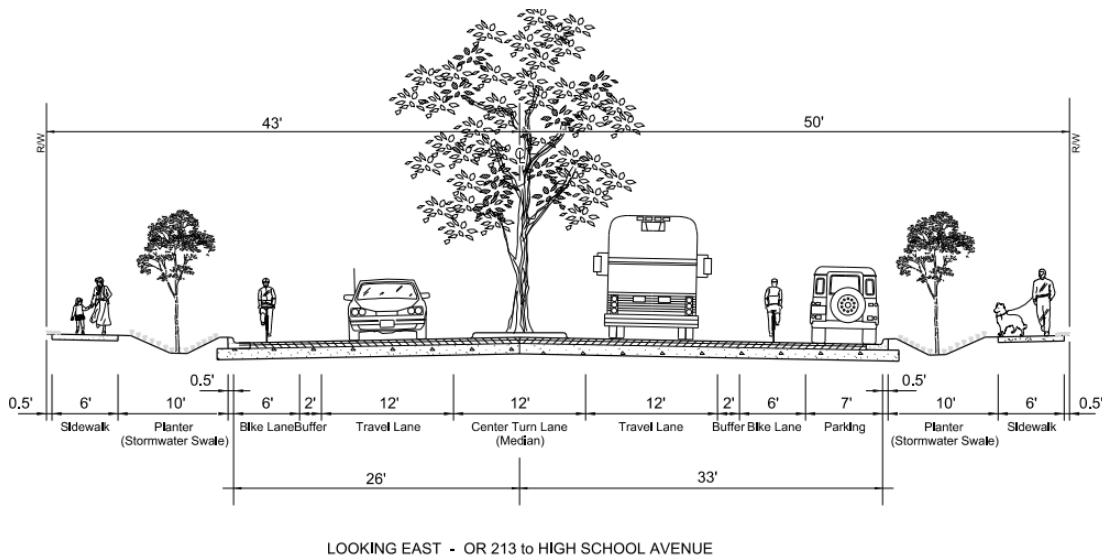
Roadside Culture & Context

The area directly adjacent to the roadway is generally undeveloped today due to the roadway just being completed. The area is anticipated to become Suburban Commercial now that utilities and access to the properties has been constructed with the Meyers Road Extension Project. The property at the northeast end has already submitted for Land Use Review and is proposing a Financial Institute Headquarters. The property to the southeast is also under construction as Tyrone S. Woods Memorial Park, a new city park, expected to open in the near future.

Roadway Classification

The new section of Meyers Road is an extension of the existing roadway and is considered a Minor Arterial. Minor Arterials are included to serve local traffic travelling to and from major arterial roadways. These roadways provide greater accessibility to neighborhoods, often connecting to major activity generators and provide efficient through movement for local traffic. The new roadway was designed to minimize environmental impacts and maximize developable land, and as such has both horizontal and vertical curves in the alignment.

The Meyers Road Extension typical cross section is 93' wide. This includes two 12' travel lanes, a 12' center turn lane or raised median with plantings, 8' bike lane with buffer and a 7' parking lane on the south side. In order to accommodate stormwater runoff, each side of the road has a 10' stormwater treatment planter, with the south side having a 6' sidewalk, and the northside having a 12' shared use path between Highway 213 and Clackamas Community College (CCC). East of CCC the sidewalk returns to a 6' sidewalk. Following is an image of Meyers Road cross section.



Adjacent Roadway Use and Speed

Adjacent lands are currently vacant but are zoned for Campus Industrial and Institutional. Campus Industrial zoning is designed for a mix of clean, employee-intensive industries, and offices serving industrial needs. The uses permitted on Campus Industrial lands are intended to improve the region's economic climate and to protect the supply of sites for employment by limiting incompatible uses within industrial and employment areas and promoting industrial uses, uses accessory to industrial uses, offices for industrial research and development, and large corporate headquarters. The Institutional zoning is designed to facilitate the development of major public institutions, government facilities, and parks and ensure the compatibility of these developments with surrounding areas.

To the east the existing Meyers Road, from Beaver Creek Road to High School Avenue, is designated 30 mph per Speed Order J8011, issued in August 2007.

Estimated Pedestrian and Bicycle Use

There are many pedestrian and bicycle generators in the immediate area as noted below:

- Clackamas Community College (CCC) – to the north of the new roadway is CCC, which includes a very popular walking path around the campus. The path was relocated to run along a portion of the new Meyers Road as a Shared-Use Path. The CCC campus also includes a transit center.
- Oregon City High School – located at the east end of Meyers Road.

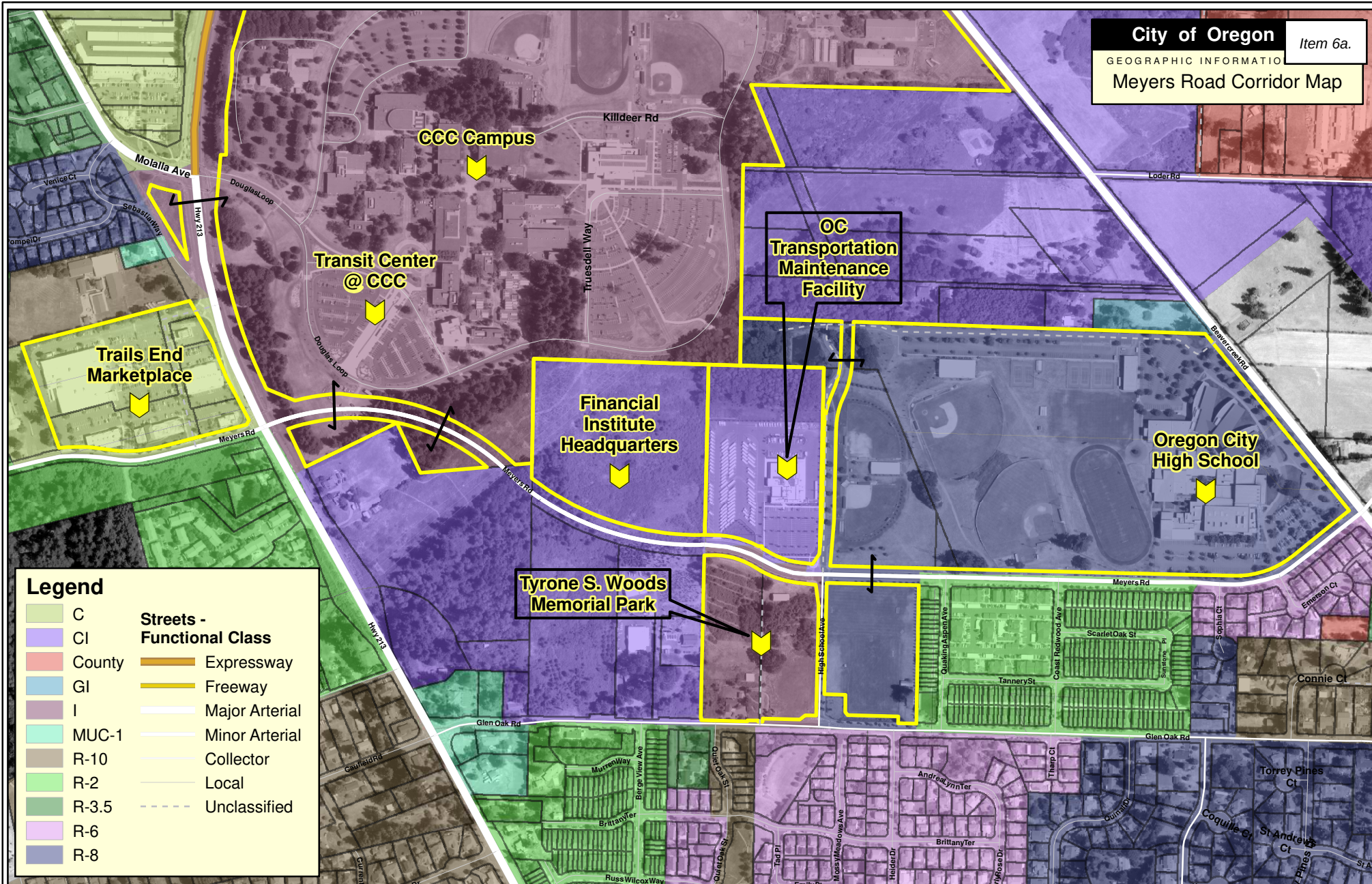
- Oregon City School District Transportation Maintenance Facility – just to the northeast of the new roadway is the maintenance facility for the Oregon City School which houses the districts fleet of school buses.
- Tyrone S Woods Memorial Park – located just to the southeast of the new roadway and is currently under construction. The parking along the south side of the roadway will support this new park.
- Trails End Marketplace – to the west of the new roadway, across Highway 213 is the nearest commercial complex. This commercial area that will support new development and the CCC campus, just to the west and walkable.
- Housing – to the southeast of the new roadway is a large housing area, much of which is medium density.

Consider Design Speed

Design speed was selected in 2015 during the corridor plan work and was designated as 30 mph. The roadway was designed with a 30 mph speed limit.

Engineering Judgment

Professional staff at the City have reviewed the criteria in the Speed Zone Manual, the results of the detailed review of the Meyers Road Extension corridor, and historical feedback from the adjacent neighborhoods related to school traffic. Based on this staff recommends that the new Meyers Road be posted as 30 mph.



Legend	
C	Streets - Functional Class
CI	Expressway
County	Freeway
GI	Major Arterial
I	Minor Arterial
MUC-1	Collector
R-10	Local
R-2	Unclassified
R-3.5	
R-6	
R-8	

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, or surveying purposes. Notification of any errors is appreciated.



1 inch = 600 feet

City of Oregon City
 P.O. Box 3040
 625 Center St
 Oregon City, OR 97045
 503-657-0891 phone
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CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission **Agenda Date:** 12/02/2020
From: Community Development Director Laura Terway

SUBJECT:

Conservation Easement at 3-2E-09C, Tax Lot 200 (Along Meyers Road)

STAFF RECOMMENDATION:

Approval and acceptance of the easement at 3-2E-09C, Tax Lot 200 along Meyers Road.

EXECUTIVE SUMMARY:

Advantis Credit Union is currently developing a property in the Caufield neighborhood along the new Meyers Road extension for their new corporate headquarters. The 12-acre property on which they are building includes a portion of a large wetland that is mostly located on the neighboring school district property. Advantis Credit Union has drafted a conservation easement for the benefit of the City on the wetland area and the 50-foot buffer surrounding wetland area. The easement, which covers 8,568 square feet of the property, protects the natural resource from future development, ensuring that the area remains vegetated and undisturbed. The property owner is responsible for maintenance of the easement area. This easement will fulfill the obligations of the property owner pursuant to Oregon City Municipal Code Chapter 17.49 Natural Resources Overlay District.

BACKGROUND:

A preliminary partition of the property was approved earlier this year through GLUA-20-00022. One of the conditions of approval for the partition was to record a conservation easement on the NROD portion of the property. ORS 271.735 requires notice and a public hearing to accept a conservation easement.

The sale of the property to Advantis Credit Union is contingent on the final partition and therefore, this conservation easement. Advantis Credit Union has a land use application currently under review (GLUA-20-00060) for a new corporate headquarters on the northern portion of the property. The development of the headquarters does not encroach into the easement area.

OPTIONS:

1. Approve and accept the easement
2. Do not approve the easement

AFTER RECORDING RETURN TO:

Kattie Riggs
Oregon City Recorder
625 Center Street
Oregon City, OR 97045

SEND TAX STATEMENTS TO:

No Change

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT (the "Agreement") is entered into between Ronald R. Saunders and Glenda K. Saunders (collectively "Grantor") and Oregon City, an Oregon municipal corporation ("City"). Grantor and City are each referred to as a "Party" or collectively as the "Parties" herein.

RECITALS

WHEREAS, Grantor is the owner of certain real property in Clackamas County as described in Exhibit A (the "Property") and wishes to grant a conservation easement over a portion of the Property, with the easement area more particularly depicted and described on Exhibit B (the "Easement Area");

WHEREAS, the Easement Area supports habitat for a diversity of wildlife species, possesses natural beauty and open space, and holds significant scenic and aesthetic values (collectively, the "Conservation Values");

WHEREAS, Grantor, as owner of the Easement Area, has the right and the desire to identify, protect, and preserve in perpetuity the Conservation Values of the Easement Area;

WHEREAS, Oregon law authorizes the City to acquire rights in real property to protect, preserve, maintain, improve, restore, and limit the future use of land and to conserve land for open space purposes, and further directs the City to preserve, protect and perpetuate all wildlife species, which responsibility City undertakes through the conservation of land and the protection of wildlife; and

WHEREAS, in accepting this Agreement, City agrees to honor the intentions of Grantor to preserve and protect the Conservation Values of the Easement Area in perpetuity according to the Agreement's terms.

NOW THEREFORE, pursuant to the laws of the State of Oregon and the terms and conditions contained herein, and for valuable consideration, receipt and sufficiency of which are hereby mutually acknowledged, Grantor hereby grants, conveys, and warrants to the City a conservation easement in perpetuity over the Easement Area (the "Easement") consisting of certain rights to the Easement Area, the nature and character of which are set forth in this instrument.

CONVEYANCE AND TERMS AND CONDITIONS

1. **Purposes.** The purposes of the Easement are:
 - a. To protect and preserve the Conservation Values of the Easement Area;
 - b. To ensure the Easement Area will be retained in its natural state, and, except as provided in this Agreement, to prevent uses of the Easement Area that will materially impair the Conservation Values of the Easement Area.

Grantor intends that this Agreement will limit the City's uses of the Easement Area to activities consistent with these purposes and consistent with the City's management of properties it maintains as natural area preserves.

2. **Rights Conveyed to City.** To accomplish the purposes of this Agreement, Grantor conveys to City, and City accepts, the following rights:
 - a. The right to maintain, preserve and protect the Conservation Values of the Easement Area pursuant to the terms and conditions of this Agreement, to the extent that the Grantor fails to do so;
 - b. The right to enter, including the City's employees and contractors, the Easement Area, upon reasonable prior notice, for the purpose of improvement to and management of the Easement Area in a manner consistent with the intent of this Agreement.
 - c. The City's rights with regard to improving the Easement Area include, but are not limited to, pruning, invasive species control, planting, habitat restoration, bank and slope stabilization, trash removal, removal of encampments, and habitat and wildlife monitoring;
 - d. The right to prevent, through appropriate enforcement actions, including injunction, any activity on or use of the Easement Area that is inconsistent with the purpose of the Easement, and require, pursuant to Section 6 of this Agreement, the restoration of such features of the Easement Area as may be damaged by any inconsistent activity or use;
 - e. The right to keep the Easement Area in a good and safe condition, consistent with like properties held by City for natural area purposes; and
 - f. The right to assign or transfer City's interest in the Easement in accordance with Section 11 of this Agreement.

3. **Rights Reserved to Grantor.**

- a. Grantor reserves for itself, and for its successors and assigns, any and all rights accruing from its interest in the Easement Area, including the right to engage in, or permit or invite others to engage in, all permitted uses that are consistent with the purpose and terms of the Easement and are not expressly prohibited herein.
- b. Grantor shall be solely responsible to maintain the Easement Area in its natural state so as to preserve and protect its Conservation Values.
- c. Notwithstanding anything to the contrary in this Section 3, in the Easement Area, Grantor may not:
 - i. Use any chemical herbicides, pesticides or fertilizer unless consistent with a mutually agreed upon management plan between the City and Grantor;
 - ii. Remove or disturb any native vegetation, including the harvesting of any trees or other forest resources except if Grantor, in consultation with City, determines that such native vegetation or tree poses a hazard to humans, or is consistent with a mutually agreed upon management plan between the City and Grantor;
 - iii. Place debris or fill or otherwise alter the topography of the Easement Area, including the excavation or removal of sand, gravel or rock from the Easement Area;
 - iv. Engage in any activity that will or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface waters;
 - v. Install roads or overpasses through or over the Easement Area without express written permission from the City;
 - vi. Divide, subdivide, or partition the Easement Area without the City's prior written approval;
 - vii. Construct or install new utility systems or extensions of existing utility systems, including without limitation, water, sewer, power, fuel, or communication lines or related facilities;
 - viii. Drain, fill, dredge, ditch or dike any portion of the Easement Area or alter any watercourses, water impoundments or wetlands within the Easement Area;
 - ix. Operate motorized vehicles, including, but not limited to, construction equipment, logging equipment, motorcycles, all terrain or off road vehicles, dune buggies, or snow mobiles within the Easement Area unless consistent with a mutually agreed upon management plan between the City and Grantor; or
 - x. Plant any nonnative, noxious or invasive species of vegetation, as identified in the adopted Oregon City native and nuisance plant lists, in the Easement Area.

4. **Request for Approval.** If any provision of this Agreement requires Grantor to obtain the prior approval of the City, or if Grantor intends to undertake any action that is not expressly addressed in this Agreement, then Grantor shall not proceed with the action until Grantor has satisfied the requirements in this Section 4. Grantor's request shall be in writing, shall describe all material aspects of the proposed action, and shall be delivered to the City as set forth in Section 15.b of this Agreement. The City shall have thirty (30) days from receipt to approve, deny, or condition the request. Any objections shall be based upon the City's opinion that the proposed action may cause material damage to the Conservation Values of the Easement or is otherwise in violation of the terms and conditions of this Agreement. Grantor shall not proceed until the request is modified in a sufficient manner to receive the City's written approval. The City shall have thirty (30) days from receipt of the modified request to approve, deny, or condition the request. Nothing in this Section shall prohibit or limit in any manner the ability of the City to obtain injunctive relief relating to any violation of this Agreement.
5. **Grantor's Covenants and Remedies.**
- a. **Grantor's Covenants.** Grantor shall comply with the terms of this Agreement. Grantor shall be solely responsible for the payment of all taxes, assessments and fees of whatever description levied on or assessed against the Property. Grantor and its successors and assigns have the right to enforce the terms of this Agreement against the City.
 - b. **Grantor's Remedies.** If Grantor determines a violation of the terms of this Agreement has occurred or is threatened, Grantor must give written notice to the City of such violation and demand corrective action sufficient to cure the violation and, if necessary, restore the Easement Area to its intended condition. If the City fails to cause the violation to be cured and, if necessary, restore the Easement Area to its intended condition within 30 days after receipt of notice thereof from Grantor or, where the violation cannot reasonably be cured within a 30-day period, the City fails to begin curing the violation within such period or fails to continue diligently curing such violation until cured ("City Cure Period"), Grantor will have the following rights and remedies, individually or cumulatively, in addition to all other rights under this Agreement and at law or in equity:
 - i. To bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement;
 - ii. To enjoin the violation by temporary or permanent injunction;
 - iii. To recover any damages to which it may be entitled for violation of the terms of this Agreement;
 - iv. If the violation results in injury to the Easement Area, to require the restoration of the Easement Area to the condition that existed prior to any such injury;
 - v. To revoke the Easement if the City fails or unreasonably refuses to carry out its obligations under this Agreement; and

- vi. If Grantor reasonably determines that, due to a violation of the terms and conditions of the Easement by the City, immediate action is required to prevent or mitigate significant damage to the Conservation Values, or to human health and safety, Grantor may, at City's cost, take immediate action to prevent, mitigate, or repair damage without prior written notice to the City or without waiting for the City Cure Period to expire. Grantor must make commercially reasonable efforts to contact the City prior to exercising this right.

6. City Covenants and City Remedies.

- a. City shall comply with the terms of this Agreement. City has the right to enforce the terms of this Agreement against Grantor, its successors and assigns.
- b. If the City determines a violation of the terms of this Agreement has occurred or is threatened, the City must give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation. If Grantor fails to cause the violation to be cured within 30 days after receipt of notice thereof or, where the violation cannot reasonably be cured within a 30-day period, Grantor fails to begin curing the violation within such period or fails to continue diligently curing such violation until cured ("Grantor Cure Period"), City will have the following rights and remedies, in addition to all other rights under this Agreement:
 - i. To bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement;
 - ii. To enjoin the violation by temporary or permanent injunction;
 - iii. To recover any damages to which it may be entitled for violation of the terms of this Agreement;
 - iv. If the violation results in injury to the Easement Area, to require the restoration of the Easement Area to the condition that existed prior to any such injury;
 - v. To revoke the Easement if Grantor fails or unreasonably refuses to carry out its obligations under the Agreement; and
 - vi. If the City reasonably determines that, due to a violation of the terms and conditions of this Agreement by Grantor, immediate action is required to prevent or mitigate significant damage to the Conservation Values, or to human health and safety, City may, at Grantor's cost, take immediate action to prevent, mitigate, or repair damage without prior written notice to Grantor or without waiting for the Grantor Cure Period to expire. City must make commercially reasonable efforts to contact Grantor prior to exercising this right.

7. **Acts Beyond Parties' Control.** Nothing contained in this Agreement may be construed to entitle either Party to bring any action against the other Party for any injury to or change in the

Easement Area resulting from causes beyond that Party's control; including, without limitation, fire, flood, storm, and earth movement, or from any reasonable action taken by a Party under emergency conditions to prevent, abate, or mitigate significant injury to the Easement Area resulting from such causes. Acts of the public will not be considered beyond the control of City.

8. **Representations and Warranties.**

a. **Grantor's Representations and Warranties.** To the actual knowledge of Grantor, without investigation or inquiry other than a review of documents and other materials in Grantor's possession:

- i. The Easement Area is in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement Area and its use and Grantor will continue to comply with all state and federal environmental laws and regulations relating to pollutants or hazardous, toxic or dangerous substances; and
- ii. There is no pending or threatened litigation affecting, involving, or relating to the Easement Area.

b. **City's Representations and Warranties**

- i. City is a qualified organization within the meaning of Internal Revenue Code section 170(h) and the applicable regulations promulgated thereunder;
- ii. City has all requisite corporate authorization and authority necessary to enter into this Agreement and to carry out City's obligations hereunder;
- iii. City will comply with all state and federal environmental laws and regulations relating to pollutants or hazardous, toxic or dangerous substances.

9. **Indemnification.**

a. Subject to the Oregon Tort Claims Act and the Oregon Constitution, including in both instances future amendments, City hereby agrees to defend, indemnify, and hold harmless Grantor and its affiliates and subsidiaries, members, directors, officers, employees, agents, and contractors, and, the successors, and assigns of each of them, (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, actions, causes of action, suits, claims, demands, orders, judgments, or administrative actions (collectively a "Claim"), including, without limitation, reasonable attorneys' fees and costs, arising from or in any way connected with the City's and public's uses of the Easement Area. City agrees to defend, indemnify and hold harmless the Indemnified Parties against all liabilities, damages, losses, claims, demands, actions, and suits (including attorneys' fees and costs) resulting from a release or threat of release of hazardous substances, as defined in ORS 465.200(16), into the soil, or groundwater, on the Easement Area. However, City's obligations under this paragraph do

not apply to the extent a Claim arises from or is related to the acts or omissions of Grantor or its officers, employees or agents in exercising rights reserved to Grantor under Section 3 of this Agreement, or from Grantor's intentional, willful or negligent conduct.

- b. Grantor agrees to defend, indemnify and hold harmless City, its officers, agents, and employees against all liabilities, damages, losses, claims, demands, actions, and suits (including attorney fees and costs) resulting from a release or threat of release of hazardous substances, as defined in ORS 465.200(16), into the soil, or groundwater, on the Easement Area, if such release is caused by Grantor. This provision does not apply to release of hazardous substances onto or from the Easement Area caused by the officers, agents or employees of City. However, Grantor's obligations under this paragraph do not apply to the extent that a Claim arises from or is related to the acts of omissions by the officers or agents or employees of City in exercising rights conveyed to City under Section 2 of this Agreement, or City's intentional, willful, or negligent conduct. City, by accepting the Easement, is not accepting any liability for any earlier release of hazardous substances onto or from the Easement Area, and Grantor is not attempting to convey any such liability.

10. **City's Insurance.** Grantor acknowledges and understands that City is self-insured.
11. **Transfer or Assignment.** City may transfer this Agreement to a qualified governmental or nonprofit entity with at least ninety (90) days advance written notice to Grantor, and such transfer will not relieve City of its obligations under this Agreement. All other transfers or assignments will require the express prior written consent of Grantor.
12. **Amendment.** If circumstances arise under which an amendment to or modification of this Agreement would be appropriate, City and Grantor may jointly amend this Agreement. Any such amendment must be consistent with the purpose of the Easement and no such amendment will be effective unless signed by City and Grantor.
13. **Subsequent Transfers.** Any future conveyance of any interest in the Easement Area, including without limitation, a leasehold interest, will be subject to the terms of this Agreement.
14. **Extinguishment.** The Easement may only be extinguished, whether in whole or in part, under one or more of the following circumstances:
 - a. When Grantor and the City jointly have agreed to extinguish the Easement, or release a portion of the Easement Area from the Easement, based on the City's determination, in its sole discretion, that circumstances have rendered the purpose of the Easement impractical to achieve;
 - b. When a court having jurisdiction over this Agreement determines in judicial proceedings that circumstances have rendered the purpose of the Easement impossible to achieve; or,
 - c. When all or any of the Easement Area is taken by exercise of the power of eminent domain, condemnation, or acquisition in lieu of condemnation, whether by public, corporate, or

other authority.

15. **Miscellaneous.**

- a. **Controlling Law and Forum.** This Agreement will be governed by and construed in accordance with the laws of the State of Oregon. Any litigation arising under this Agreement will occur in the State of Oregon, Clackamas County Circuit Court having proper jurisdiction.
- b. **Notices.** Any notice, demand, request, consent, approval, or other communication required or permitted hereunder must be in writing and either served personally, by overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed given on the earlier of actual delivery or refusal of a party to accept delivery thereof if personally delivered, or sent by certified or registered U.S. mail, return receipt requested, or sent by nationally recognized overnight carrier to the following addresses or at such other addresses as the Parties or their successors/assigns may provide from time to time:

If to Grantor:

Ronald R. Saunders and Glenda K. Saunders

If to City:

City of Oregon City
625 Center Street
Oregon City, OR 97045

- c. **Headings.** Section and subsection headings are for convenience only and shall not be deemed to have legal effect.
- d. **Recording.** City must record this instrument in the official real estate records of Clackamas County, Oregon.
- e. **Severability.** If any provision of this Agreement is found to be invalid, the remaining portion thereof and all other provisions of this Agreement will, nevertheless, remain in full force and effect.
- f. **Entire Agreement.** This Agreement is the final and entire Agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings or Agreement between the Parties.
- g. **Successors.** The covenants, terms, conditions, and restrictions of this Agreement are binding upon, and inure to the benefit of, the Parties hereto and their respective personal

representatives, heirs, successors, and permitted assigns. Both the benefits and burdens of this Agreement will run with the land in perpetuity.

- h. **Termination of Rights and Obligations.** Except for the obligations of City, Grantor's rights and obligations under this Agreement terminate upon transfer of Grantor's interest in the Property or Easement granted hereby, but liability for acts or omissions occurring prior to a transfer shall survive such transfer.
- i. **Counterparts.** The Parties may execute this instrument in two or more counterparts, and when taken together will constitute one and the same instrument.
- j. **No Third Party Beneficiaries Created.** This Agreement is intended solely for the benefit of Grantor and City and there are no third party beneficiaries hereto, intended or otherwise. This Agreement may be enforced only by Grantor and City, their successors and permitted assigns. As used in this Agreement, the term "third party" means individuals or entities other than Grantor and City.
- k. **Exhibits and Recitals.** The exhibits and recitals are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective this ____ day of _____, 2020.

[signature and notary page follows]

OREGON CITY,
an Oregon municipal corporation

By: _____
Ronald R. Saunders

By: _____

By: _____
Glenda K. Saunders

APPROVED AS TO FORM

City Attorney

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2020 by Ronald R. Saunders.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2020 by Glenda K. Saunders.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 2020 by _____,
_____ of Oregon City.

Notary Public for Oregon
My Commission Expires: _____

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT B
EASEMENT AREA DESCRIPTION

Oregon City GIS Map

Item 6b.



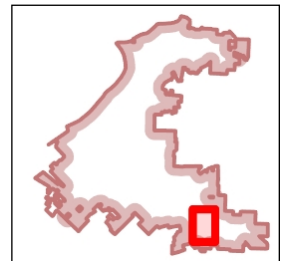
Legend

Street Names

- Taxlots
- Unimproved ROW
- City Limits
- UGB
- Basemap

Notes

Overview Map



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.



0 400 Feet
1: 4,800

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.oregoncity.org



Oregon City GIS Map

Item 6b.



- Legend**
- Taxlots
 - Taxlots Outside UGB
 - Unimproved ROW
 - City Limits
 - UGB
 - Basemap

Notes

Overview Map



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.



0 400 Feet
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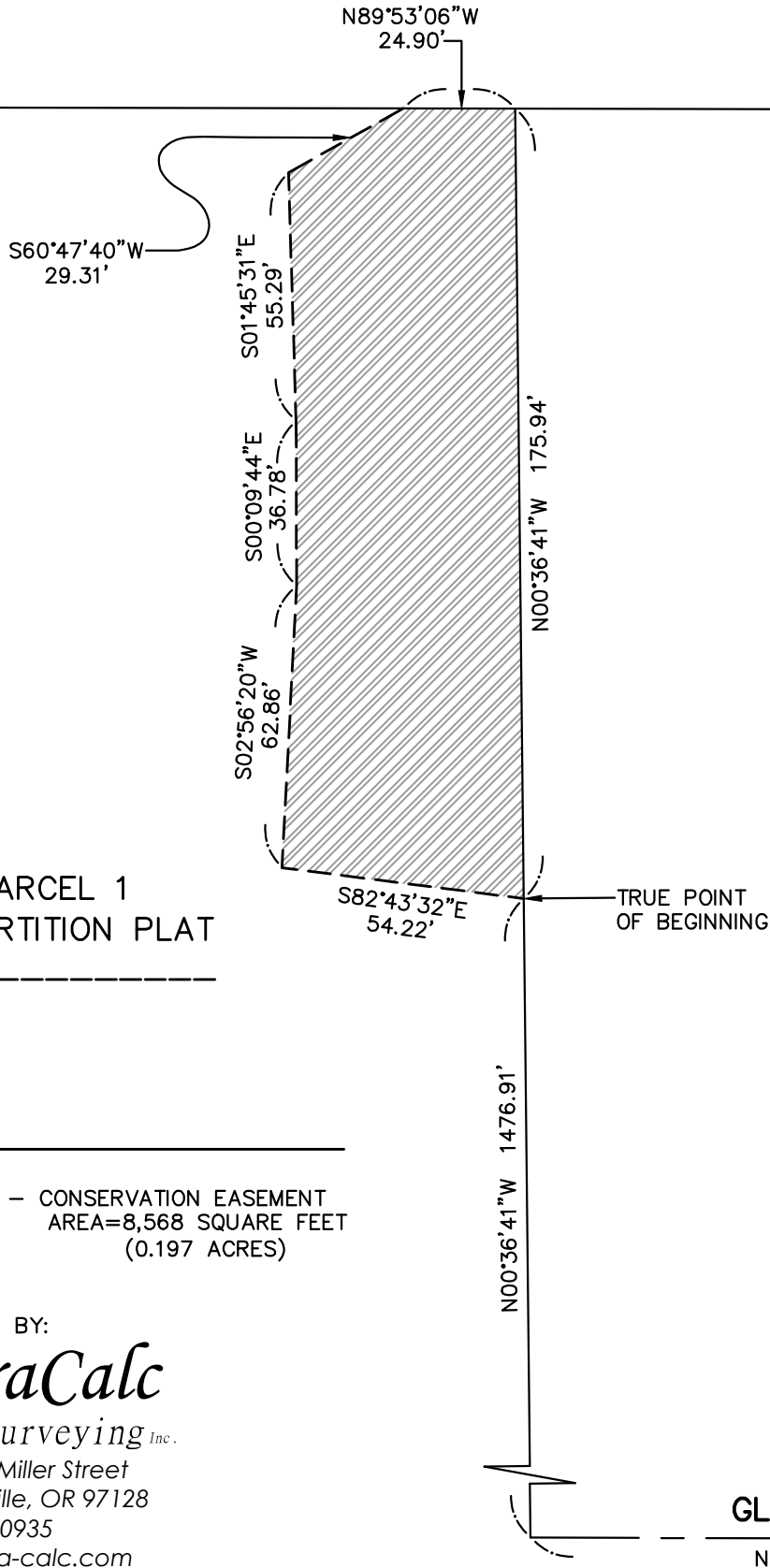
City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.oregoncity.org



EXHIBIT B

Item 6b.

CONSERVATION EASEMENT
LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 9,
TOWNSHIP 3 SOUTH, RANGE 2 EAST, W.M.
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
OCTOBER 21, 2020



PARCEL 1
OF PARTITION PLAT
NO. _____

LEGEND:



— CONSERVATION EASEMENT
AREA=8,568 SQUARE FEET
(0.197 ACRES)

PREPARED BY:

TerraCalc
Land Surveying Inc.
1615 N.E. Miller Street
McMinnville, OR 97128
(503) 857-0935
www.Terra-calc.com

SCALE: 1" = 40'

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 11, 2005
DARREN S. HARR
56181

EXPIRES: 6-30-21

POINT OF
COMMENCEMENT



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 12/02/2020

SUBJECT:

Update on Temporary Shower Trailer at Milner Veterinary Hospital

STAFF RECOMMENDATION:

Staff recommends that LoveOne provide an update to the Commission at the May 19, 2021 meeting.

EXECUTIVE SUMMARY:

Not applicable.

BACKGROUND:

At the September 16, 2020 City Commission meeting the Commission approved the continued use of the Milner Veterinary Hospital property as a temporary shower location through the end of the COVID pandemic and when social service providers are capable of providing pre-COVID shower resources to the homeless community. The Commission also requested that LoveOne provide an update to the Commission on December 2, 2020 on the activities that have occurred. Please find attached LoveOne's update, which includes the monthly breakdown of shower use.

At this time, the COVID pandemic has not subsided and LoveOne continues to provide temporary shower services. Staff recommends that LoveOne provide an updated to the Commission at the May 19, 2021 meeting.

OPTIONS:

1. Approve an update from LoveOne to the Commission at the May 19, 2021 meeting.
2. Rescind the approval for the use of the site for temporary shower trailers.
3. Approve the use of temporary shower trailers at the site with revisions.

LOVEONE

Updated 11/28/2020



Offering love, respect and dignity, one shower at a time.

Oregon City: Milner Veterinary Hospital

89 SHOWERS PROVIDED

89 showers provided in total at Milner Vet since we began in August. In addition to showers, we provide hygiene supplies, basic first aid, foot care, haircuts, food and laundry kits. We are building our wrap around support network and plan to add additional mental health support, medical care, immunizations and more (as soon as pandemic conditions allow). **Every connection we make cultivates trust and community for some of our most marginalized Oregon City neighbors.**

300+ VOLUNTEER HOURS

Each event is run by a team of at least 4 volunteers and an event coordinator. Volunteers invest hours upon hours planning and organizing events and coordinating volunteers. **WE LOVE OUR VOLUNTEERS!**



Shower Report Monthly Breakdown

Updated 11/28/2020

AUGUST:

2 shower events

14 showers provided

11 volunteers, 44 volunteer hours

SEPTEMBER:

2 shower events

5 showers provided*

15 volunteers, 60 volunteer hours

***Shower numbers decreased during the wildfires.**

OCTOBER:

2 shower events

23 showers provided

16 volunteers, 64 volunteer hours

NOVEMBER:

4 shower events

47 showers provided

27 volunteers, 108 volunteer hours

Social Media Interaction

Item 7a.

We communicate with the community through our facebook page, follow us @LoveOneOC for more information on resources and events.

LoveOne Oregon City
Yesterday at 9:00 AM · 🌐

We call this our Ode to Jo. ❤️

Jo Bauswein is our Shower Cart Coordinator...and so much more! She has worked tirelessly since March to help LoveOne improve processes, implement new procedures, train volunteers and roll out a new shower cart under pandemic pressures. Thank you, Jo! We couldn't do what we do without you. 😊



45 8 Comments 1 Share

LoveOne Oregon City
November 8 at 10:00 AM · 🌐

Showers tonight (Sunday, 11/8) from 4-7pm at Milner Vet. 🇺🇸 🇺🇸 ❤️



LoveOne Oregon City
November 15 at 10:37 PM · 🌐

11 showers tonight and several more neighbors served with food and hygiene supplies. I wish you could have seen the hands of a few folks who came - they tried to use hand sanitizer and it stung because their hands, caked in dirt, had cuts that desperately needed cleaning with soap and water. After showers and clean clothes they received a meal and foot care from our neighborhood nurse Judy. What a gift Judy is, carefully and lovingly providing foot care. We even celebrated my... See More



You and 87 others 10 Comments 10 Shares

LoveOne Oregon City
November 3 at 1:00 PM · 🌐

16 showers on Sunday! Thank you to Roxanne and the team from Gladstone Church of The Nazarene for coming out to volunteer and love on our neighbors! We also were able to provide hygiene and laundry resources to neighbors who live in the immediate area of Milner Vet. Sometimes neighbors can't get to our laundry events so we try to be as flexible as possible in order to meet needs. ❤️

Page 38

Community Interactions

Updated 11/28/2020

- LoveOne Executive Director Brandi Johnson, Clackamas County Deputy District Attorney Bill Stewart and Clackamas County Homeless Veteran Outreach Case Manager David Denney presented at the Barclay Hills Neighborhood Association (BHNA) on September 8, 2020.
- LoveOne contact information has been made available to the BHNA and is widely available on social media, LoveOne's website, and flyers available at shower events.
- LoveOne has received no concerns or complaints from surrounding property owners, neighbors, BHNA leaders or others during this most recent reporting period.
- A nurse and resident of the BHNA has volunteered at 5 shower events, providing much needed footcare to neighbors.
- 2 housed BHNA residents experiencing acute poverty have attended several shower events to access hygiene supplies and other supports for their families. Both returned to volunteer.
- Several other BHNA residents continue to volunteer their time to help operate the cart.
- Outreach via social media has resulted in increased community support and donations. The LoveOne shower cart program is quickly becoming as popular and well-supported as our laundry program.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: City Manager Tony Konkol

Agenda Date: 09/16/2020

SUBJECT:

Update on Temporary Shower Trailer at Milner Veterinary Hospital Located at 1034 Molalla Avenue in Oregon City

STAFF RECOMMENDATION:

Staff recommends approval for Love One to continue to locate and operate a temporary shower trailer at Milner Veterinary Hospital at 1034 Molalla Avenue in Oregon City for one day a week and to transition the service to be provided one day every week in November.

EXECUTIVE SUMMARY:

The COVID-19 event has severely impacted the social services available to the homeless community throughout the state, region and within Oregon City. The importance of personal hygiene has been identified as a necessary and effective method to reduce the spread of the COVID-19 virus. As social service facilities and resources have been reduced during this event, the provision of clean, safe and accessible shower facilities has been identified as a need within the homeless community. The Molalla Avenue property has been successful in providing showers since approved. LoveOne has requested to transition to providing the service once a week on Sundays beginning in November.

BACKGROUND:

At the August 5, 2020 City Commission meeting the Commission approved a temporary shower trailer to be located at Milner Veterinary Hospital and organized by LoveOne. The Commission requested an update on the temporary shower to be presented at the September 16, 2020 Commission meeting.

The temporary shower trailers have been deployed at Milner Veterinary Hospital on the first and third Sundays beginning August 16, 2020. LoveOne provided shower services to six citizens during the first event, eight citizens during the second event and three citizens during the third event over the Labor Day weekend. LoveOne met with

surrounding neighbors, attended the Barclay Hills Steering Committee meeting and the Barclay Hills Neighborhood Association meeting.

All three events were successful without any concerns on-site or issues with the infrastructure. In addition to the showers, LoveOne provided on-site wraparound support for those utilizing their services. Due to the success of the events, LoveONE would like to continue to provide temporary shower trailers on the first and third Sundays through September and October. LoveOne has requested the ability to expand the event to every Sunday beginning in November with minor changes to the hours of operation to coincide with the shortened hours of daylight.

The following was presented at the August 5, 2020 City Commission meeting.

Father's Heart originally offered 108 showers weekly. With the COVID-19 restrictions, this service has been drastically limited, and only 40 showers per week are being provided. At the May 6, 2020 City Commission meeting the Commission approved a temporary shower trailer be located at Father's Heart. After that meeting, Father's Heart decided to open their facility and allow shower service to resume within, therefore not needing the temporary shower trailer. The Commission later approved a temporary shower trailer location at 902 Abernethy Road. After two weeks of providing services at this location there were no users.

Love One has identified an alternative location at Milner Veterinary Hospital, which is located at 1034 Molalla Avenue. The proposed operation plan includes bringing the trailer to the Molalla Avenue property on Sundays. The trailer will be onsite for 5 hours and available from 4pm - 9pm. The trailer will not be located on the property when not in use. During shower operations staff will follow strict personal protection gear guidelines and the showers will be cleaned between each use per CDC guidelines. Towels, clothes, and laundry service would be provided. It is anticipated that the trailer would be brought to the property until such time that the social service providers that provided shower facilities pre COVID-19 are available again, this is not intended to be a permanent, long-term facility provided on the property. Additional information provided by Love One is attached.

OPTIONS:

1. Authorize the City Manager to move forward with allowing a shower trailer at 1034 Molalla Avenue.
2. Do not authorize the City Manager to move forward with allowing a shower trailer at 1034 Molalla Avenue.
3. Direct the City Manager to investigate alternatives that have not been identified or considered.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission **Agenda Date:** 12/02/2020
From: Community Development Director Laura Terway

SUBJECT:

Resolution No. 20-37, Update to the Guidelines for Transportation Impact Analyses

STAFF RECOMMENDATION:

Approval of Resolution No. 20-37, Adopting updated Guidelines for Transportation Impact Analyses.

EXECUTIVE SUMMARY:

The Guidelines for Transportation Analyses is used by consultants to complete proper Traffic Impact Study (TIS) documents and Transportation Analysis Letter (TAL) to address impacts created by new development. The Guidelines identify the items which transportation engineers need to analyze to demonstrate that development will minimize traffic impacts. The results of the analysis demonstrate how much impact a development will have on the transportation system. The results of the analysis are then reviewed against the criteria in the Oregon City Municipal Code in order to determine if any improvements such as a turn lane or traffic signal is needed due to the increase in traffic. The Guidelines for Transportation Impact Analyses were last updated in 2005 and the proposed minor changes bring the Guidelines in line with current codes, standards, and practices.

BACKGROUND:

The Guidelines for Transportation Analyses is used by consultants to complete proper Traffic Impact Study (TIS) documents and Transportation Impact Letters (TIL) to address impacts created by new development. The Guidelines identify the items which transportation engineers need to analyze to demonstrate that development will minimize traffic impacts. The results of the analysis demonstrate how much impact a development will have on the transportation system. The results of the analysis are then reviewed against the criteria in the Oregon City Municipal Code in order to determine if any improvements such as a turn lane or traffic signal is needed due to the increase in traffic.

The updates include:

1. Amending the Transportation System Plan (TSP) Goals to be consistent with the currently adopted TSP.
2. Clarifications and details to direct consultants how to properly address Traffic Impacts created by a development.
3. Revisions based on current standards in the area of Traffic Engineering.
4. Revisions based on the most recent adopted Mobility Standards.
5. Clarifications on who is qualified to submit a TIS or TIL.

Site Traffic Impact Study procedures were first approved on December 15, 1990 and replaced by the Guidelines for Transportation Analyses (Resolution 05-30) on November 2, 2005. The proposed update will bring the Guidelines in line with current codes, standards, and policies. The policy will be considered by the City Commission via Resolution and has been reviewed by the Planning Commission.

OPTIONS:

1. Approve Resolution No. 20-37
2. Request revisions to Resolution No. 20-37
3. Deny Resolution No. 20-37

RESOLUTION NO. 20-37

A RESOLUTION ADOPTING UPDATED GUIDELINES FOR TRANSPORTATION IMPACT ANALYSES

WHEREAS, the impact of traffic generated from new development is a serious concern of the City of Oregon City; and

WHEREAS, the City recognizes the balance between property owner's rights to develop their property and the need for a safe, reliable, and adequate transportation system; and

WHEREAS, previously a Site Traffic Impact Study Procedures document, Policy No. 23 dated December 15, 1990 was published; and

WHEREAS, the Site Traffic Impact Study Procedures document, Policy No. 23 dated December 15, 1990 was replaced by the Guidelines for Transportation Analyses by Resolution 05-30 on November 2, 2005; and

WHEREAS, the City desires to update the document once again to bring the document into compliance with current City Code and practices for Traffic Impact Letters and Traffic Impact Studies.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. That the Commission, by this Resolution, adopts the Guidelines for Transportation Analyses, attached to this Resolution as Exhibit "A".

Section 2. The effective date for the Guidelines for Transportation Analyses shall be the date this Resolution is adopted, signed, and approved. This Resolution is effective immediately upon adoption by the City Commission.

Section 3. The Guidelines for Transportation Analyses adopted by this Resolution shall supersede the Guidelines for Transportation Analyses, as adopted November 2, 2005.

Approved and adopted at a regular meeting of the City Commission held on the 2nd day of December 2020.

DAN HOLLDAY, Mayor

Attested to this 2nd day of December 2020:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Exhibit:
Exhibit A. Guidelines for Transportation Analyses

CITY OF OREGON CITY

GUIDELINES FOR TRANSPORTATION IMPACT ANALYSES



Adopted: NOVEMBER 2, 2005
Revised: NOVEMBER, 18, 2020

1.0 PURPOSE

1.1 TRANSPORTATION PLANNING AND TRANSPORTATION IMPACT ANALYSES (TIAs)

Oregon City strives to accommodate growth in a responsible and sustainable manner. With regard to land use and transportation, this involves a need to balance property owners' rights to develop their land and the City's goal to plan for and provide a transportation system that serves its intended function in a safe, reliable, and predictable manner for the public.

It should be noted that the transportation system includes "transportation facilities" as defined by OCMC 17.04.1312 which more commonly include the roadway, sidewalk, and offsite pathways for vehicles, bicycles, pedestrians, transit, freight, and other modes of transportation.

The City adopted its Transportation System Plan (TSP) in 2001 and was updated on August 16, 2013, outlining a plan to provide a multi-modal transportation system to accommodate expected growth through year 2035. *The Guidelines for Transportation Impact Analyses* are consistent with the TSP Goals:

1. Health and Safety – Enhance the health and safety of residents.
2. Effective and Efficient – Emphasize effective and efficient management of the transportation system.
3. Sustainable – Foster a sustainable transportation system.
4. Equitable, Balanced, and Connected – Provide an equitable, balanced, and connected multi-modal transportation system.
5. Fundable – Identify solutions and funding to meet system needs.
6. Convenient and Available – Increase the convenience and availability of pedestrian, bicycle, and transit modes.
7. Prosperity – Ensure the transportation system supports a prosperous and competitive economy.
8. Compliant – Comply with state and regional transportation plan.

In addition, *The Guidelines for Transportation Impact Analyses* are intended to be consistent with the provisions of the Oregon City Municipal Code (OCMC); however, if differences or conflicting language are found, the OCMC governs.

1.2 THE NEED FOR TRANSPORTATION ANALYSES FOR INDIVIDUAL DEVELOPMENTS

The City's development review process is designed to help the City achieve its goal of managing growth in a responsible and sustainable manner. The applicant for development is required to submit full and accurate information upon which the City staff and elected officials can base decisions. A developer-submitted transportation study prepared by a professional engineer qualified in the traffic engineering field is a critical tool used by the City to assess the expected transportation system impacts associated with a proposed development and the long-term viability of the transportation system. A study must highlight development-specific issues, present a mitigation plan to mitigate for traffic impacts, and alert the City to the potential need to program specific projects from the TSP into the Capital Improvement

Program (CIP).

1.3 THE LEVEL OF ANALYSIS AND DOCUMENTATION

This document establishes analysis and submittal requirements for developments in accordance with their expected transportation impacts. Under certain conditions, the City allows a lesser level of analysis and documentation for small developments. In addition, other developments meeting specific criteria are exempted from long-range analyses.

The City's overriding concern, as stated in Oregon City Municipal Code (OCMC) 17.02.015, is "to promote public health, safety, and general welfare through standards and regulations...and to facilitate adequate provision for transportation..." It is the responsibility of the applicant to help the City achieve this goal through the analysis and submittal of appropriate documentation.

2.0 OVERVIEW

2.1 DIFFERENT DOCUMENTATION FOR DIFFERENT DEVELOPMENT PROPOSALS

This document describes the City's required content for a **Transportation Analysis Letter (TAL)** and for a **Transportation Impact Study (TIS)**. In general terms, the TAL is applicable to smaller developments that are presumed to have a lesser transportation impact. The TIS applies to larger developments that are presumed to have a greater transportation impact.

Whether the development requires a TAL or a TIS, a professional engineer must prepare it and must use appropriate data, methods, and standards. TAL and TIS documents share many common elements, but the scope of TALs is more limited. Furthermore, there will be more variability in the scope for TISs depending on the type, location, and size of the development being proposed.

Section 3.1 provides criteria used to determine whether a TAL or TIS is required.

2.2 CONTENT OF TRANSPORTATION IMPACT ANALYSES GENERALLY

Transportation analyses, whether conducted to support a TAL or a TIS, are required to provide an objective assessment of the potential multi-modal transportation impacts associated with a specific land use action (e.g., the development of vacant land, the redevelopment of an existing land use, a comprehensive plan amendment or zoning change). The analysis and the documentation provided by the applicant must help answer several important transportation related questions including:

- Will the existing transportation system accommodate the proposed development from a capacity and safety standpoint?
- What on-site and off-site transportation system improvements will be necessary to accommodate the proposed development?
- How will access to the proposed development affect the traffic operations on the existing transportation system and how will each study area intersection operate relative to the city's mobility standards?
- How will transportation impacts of the proposed development impact the land uses, including commercial, institutional, industrial, and residential uses within the development's influence area?
- How will the proposed development meet current city standards for roadway design?

- How will the proposed development ensure the safe and efficient circulation on and adjacent to the site?
- How will the proposed development provide needed connections to abutting parcels (developed or undeveloped) for motorized as well as non-motorized traffic?
- What TSP projects or elements of TSP projects and projects consistent with and derived from specific policies in the TSP will be needed to accommodate the proposed development?
- If the development or certain public improvements are proposed to be completed in phases, how will the various phases impact the transportation system throughout the development timeline, and how will the future phases be developed?

2.3 RESPONSIBILITIES OF THOSE PREPARING TRANSPORTATION ANALYSES GENERALLY

The responsibility for assessing the traffic impacts associated with a proposed land use action rests with the landowner or land use permit applicant. Transportation analyses submitted to the City must be prepared by or under the direct supervision of a Professional Engineer with competence in traffic engineering and registered in the State of Oregon. The report shall be signed and stamped by the professional engineer.

Under state law, engineers shall recognize at all times that their primary obligation is to protect the safety, health, property and welfare of the public in the performance of their professional duties.

These Guidelines in no way serve as a substitute for the application of sound professional engineering judgement expected to be used by practitioners in the preparation and submittal of transportation analyses.

2.4 RESPONSIBILITIES AND AUTHORITY FOR THE CITY

Throughout this document the term “City Engineer” is used as the individual with authority for certain actions and for interpretation of aspects of these guidelines. For the purposes of this document, the term “City Engineer” should be taken to mean the “City Engineer or his/her designee including but not limited to designated staff or City consultant.”

3.0 TRANSPORTATION IMPACT ANALYSIS DOCUMENTS

An analysis and appropriate documentation is generally required when a development application and/or application for re-zoning is filed with the City. A transportation impact analysis (TIA) is required when application is made for land to be subdivided as provided for in OCMC 16.12; when application is made for a conditional use as specified in OCMC 17.56; and when application is made for a change in zoning districts as provided for in OCMC 17.68.

A transportation analysis is not required for modification of a single-family dwelling, construction of a replacement dwelling, accessory dwelling unit (ADU), lot line adjustment, or an application for work in the right of way. In most other circumstances and for most other development applications, some level of transportation analysis is required.

Recognizing that not all developments will have a significant impact on the transportation system, these guidelines include criteria to help determine the need for and level of transportation analysis required in relation to the proposed development.

3.1 DETERMINING THE REQUIRED LEVEL OF TRANSPORTATION ANALYSIS AND DOCUMENTATION

A Transportation Impact Study (TIS) is required for developments that are expected to have an impact on the transportation system. When specific criteria generally associated with small developments are met, a Transportation Analysis Letter (TAL) may be substituted for the required TIS.

At the discretion of the City Engineer, a TAL may satisfy the City's transportation analysis requirements, in lieu of a TIS, when a development meets all of the following criteria:

- A. The development generates fewer than 24 peak hour trips during either the AM or PM peak hour and fewer than 250 daily trips.

Examples of common developments generating fewer trips than these threshold levels are: a subdivision containing 24 or fewer single-family residences, a general office building less than 15,000 square feet, a multi-family building with 42 or fewer units, or any proposed partition.

- B. The development is not expected to further impact intersections that currently fail to meet the City's mobility standards or intersections that are operating near the limits of the acceptable thresholds during a peak operating hour. (Mobility standards are defined in 7.9.1)
- C. The development is not expected to significantly impact adjacent roadways and intersections that are high accident locations, areas that contain an identified safety concern, or high concentration of pedestrians or bicyclists such as school zones

The specific requirements for and content of a TAL are contained in Section 5.0. The specific requirements for and content of a TIS are contained in Section 6.0.

4.0 PROCESS AND PROCEDURES

This section describes in general terms the process and procedures followed by the City in relation to the processing and review of transportation impact analyses. Nothing in this section is intended to replace or supersede the City's process, code requirements, or obligations under state law with regard to land use actions.

4.1 PRE-APPLICATION MEETING

A landowner or developer seeking to develop/redevelop property shall contact the City and schedule a pre-application meeting as required by OCMC 17.50.050. The City's pre-application form specifies the City's requirements applicable to land use actions. An applicant should be prepared to present, preferably in writing, the following:

- type of uses within the development
- the size of the development
- the location of the development
- proposed new accesses or roads
- estimated trip generation and source of data
- proposed study area

4.2 ESTABLISHING THE SCOPE OF WORK

During, or within a reasonable time following the pre-application meeting, the City will establish whether a TAL or TIS is required. (See Section 3.1). If a TIS is required, the City will provide a scoping summary detailing the study area and any special parameters or requirements beyond the requirements set forth in this document. An applicant is encouraged, but not required, to propose a scope of work and a study area using the guidance presented in Section 7.2.

4.2.1 Potential for Expansion of the Scope of Work

In the scoping summary the City will establish expectations and a study area within which significant impacts of the development are expected. The City's final decision on the land use criteria cannot be bound by the specifications or limitations in the scoping summary because additional information or concerns may come to light over the course of the analysis that causes the City to require additional analysis or information. Ultimately, it is the applicant's responsibility to demonstrate compliance with the criteria in the Oregon City code.

The City Engineer reserves the right to require additional analysis, especially when the need for such analysis becomes evident from information gathered by or presented by the applicant. The applicant's engineer should be alert to this possibility and expand his/her scope of work to address issues, especially those of public safety, or at least advise the City of such issues if they arise.

The City Engineer may at his/her discretion expand the requirements and/or study area of a TIS or TAL if needed to address any issue that comes to light after the preparation of the scoping summary.

4.2.2 Time Limit on the Scoping Summary

The City's scoping summary and review requirements are to be considered valid for a reasonable period of time, but are not to be considered binding on the city. Applicants are advised that delays of more than a few months before submitting TAL or TIS documents significantly increases the likelihood that the City will need additional information to adequately evaluate the impacts of a proposed development.

4.3 COMPLETENESS REVIEW

Upon completion of the TIS or TAL, the applicant will submit the number of copies specified by the City in accordance with OCMC 17.50.080 to the City for review. At that time, City staff will perform an initial review of the document to determine whether there are obvious omissions or concerns. The City will rely upon and make use of the TIS checklist, described in more detail in Section 9.0. The lack of a submission of a TIS or TAL will result in a determination of "Incomplete".

A determination of Completeness is not a determination that the applicant's data, methods, accuracy of the analysis, or conclusions and recommendations are valid.

Once the overall development application, including the required TAL or TIS, as appropriate, is deemed "complete," the 120-day land use review process will begin.

4.4 TECHNICAL REVIEW

Once the land use review process is initiated, the City Engineer will conduct a technical review of the TIA to determine the adequacy and quality of the work including, but not limited to the study data sources, methods, findings and recommendations. The City Engineer and/or his/her designee(s) will provide findings for use by the City regarding expected transportation impacts from the proposed development.

If substantive errors or omissions are discovered during review, the applicant will be notified and asked to address the comments prior to a land use decision. The applicant should promptly rectify omissions

and respond with any additional analysis or information; a delay or refusal to respond may result in the denial of an application if the information and analysis submitted is insufficient to show compliance with the applicable criteria.

The lack of specificity on the part of the City in the scoping summary or confusion in its interpretation does not alter the applicant's responsibility to perform a thorough and comprehensive transportation analysis nor does it preclude City decision maker from determining that a TAL or TIS that fully complies with the scoping requirement is insufficient to show compliance with all applicable criteria.

Issues or problems discovered during the Technical Review may, at the discretion of the City's decision maker, be resolved through the use of condition of approval.

5.0 TRANSPORTATION ANALYSIS LETTER CONTENTS

If the City determines based on information provided by the applicant and in accordance with the criteria specified in Section 3.1 that a TAL is the appropriate document to submit, the following requirements shall apply.

The TAL shall be prepared by or prepared under the direct supervision of a Professional Engineer registered in the State of Oregon who shall sign and stamp the TAL.

The TAL shall include the following:

1. The expected trip generation of the proposed development including the AM peak hour, the PM peak hour, daily traffic, and other germane periods as may be appropriate, together with appropriate documentation and references.
2. Site plan showing the location of all access driveways, private streets, or alleys where they intersect with public streets plus driveways of abutting properties and driveways on the opposite side of the street from the proposed development. Dimensions of driveway spacing as measured at the right of way from edge to edge of driveway shall be shown and shall meet or exceed the minimum driveway spacing standards.
3. Site plan showing width of all driveways and shall meet Oregon City Driveway Approach Size Standards.
4. Site plan showing that all public roads meet Oregon City's Street Design Standards including alignment, intersection angles, cul-de-sacs, and block standards.
5. Documentation that all new site accesses and/or public street intersections meet AASHTO intersection sight distance guidelines.
6. Preliminary analysis that all new streets comply with traffic sight obstructions in OCMC 10.32.
7. Documentation that there are no inherent safety issues associated with the design and location of the site access driveways.
8. Documentation that the applicant has reviewed the City's TSP and that proposed streets and frontage improvements do or will comply with any applicable standards regarding the functional classification, typical sections, access management, traffic calming and other attributes as appropriate.
9. When required of the development, documentation that no inherent safety issues are associated with the design and location of pedestrian, bicycle, or transit safety.

6.0 TRANSPORTATION IMPACT STUDY (TIS) CONTENTS

The following information shall be included in each TIS submitted to the City. Additional information

specified by the City in the scoping summary or through the pre-application meeting or other project meetings shall also be included.

1. Table of Contents – Listings of all sections, figures, and tables included in the report.
2. Executive Summary – A summary of key points, findings, conclusions, and recommendations including a mitigation plan.
3. Introduction:
 - Proposed land use action including site location, zoning, building size, and project scope.
 - Map showing the proposed site, building footprint (s), access driveways, and/or parking facilities.
 - Map of the study area that shows site location and surrounding roadway facilities
4. Existing Conditions:
 - Existing site conditions and adjacent land uses.
 - Roadway characteristics of transportation facilities located within the study area, including roadway functional classifications, street cross-section, posted speeds, general sight distance, bicycle and pedestrian facilities, on-street parking, and transit facilities.
 - Existing lane configurations and traffic control devices at the study area intersections.
 - Existing traffic volumes and operational analysis of the study area roadways and intersections.
 - Roadway and intersection crash history analysis.
 - Intersection and stopping sight distance related to new and impacted (existing) driveways and intersections.
5. Background Conditions (without the proposed land use action)
 - Approved in-process developments and funded transportation improvements in the study area.
 - Traffic growth assumptions.
 - Addition of traffic from other planned developments.
 - Background traffic volumes and operational analysis.
6. Full Buildout Traffic Conditions (with the proposed land use action)
 - Description of the proposed development plans.
 - Trip generation characteristics of proposed project (including trip reduction documentation).
 - Trip distribution assumptions.
 - Full buildout traffic volumes and intersection operational analysis including the performance relative to the applicable mobility standards for each intersection.
 - Site circulation and parking.
 - Intersection and site-access driveway queuing analysis.
 - Recommended roadway and intersection mitigation measures (if necessary).
7. Conclusions and recommendations
8. Appendix- With dividers or tabs
 - Traffic count summary sheets.
 - Crash analysis summary sheets.
 - Existing, Background, and Full Buildout traffic operational analysis worksheets with detail to review capacity calculations.
 - Signal, left-turn, and right-turn lane warrant evaluation calculations.
 - Intersection analysis – Roundabout vs. Traffic Signal
 - Other analysis summary sheets such as queuing.

To present the information required to analyze the transportation impacts of development, the

following figures shall be included in the TIS:

1. Vicinity Map
2. Existing Lane Configurations and Traffic Control Devices
3. Existing Traffic Volumes and Levels of Service for each required time period
4. Future Year Background Traffic Volumes and Levels of Service for each required time period
5. Proposed Site Plan, including access points for abutting parcels and for those across the street from the proposed development
6. Future Year Assumed Lane Configurations and Traffic Control Devices
7. Estimated Trip Distribution/Assignment Pattern
8. Trip reductions (pass-by trips at site access (es))
9. Site-Generated Traffic Volumes for each required time period
10. Full Buildout Traffic Volumes and Levels of Service for each required time period

7.0 STANDARDS AND PROCEDURES

To help ensure consistency in the preparation and review of each TIS and TAL, the City of Oregon City has established a set of guidelines and procedures. These standards and procedures include the following:

- Preparer qualifications
- TIS study area
- Analysis years and time periods
- Data collection guidelines
- Trip generation guidelines
- Trip distribution and assignment guidelines
- Minimum intersection operational standards
- Minimum access spacing standards
- Other analysis guidelines

7.1 PREPARER QUALIFICATIONS

Each TIS and TAL shall be prepared by or under the direct supervision of a Professional Traffic Engineer registered in the State of Oregon or a Professional Engineer registered in the State of Oregon qualified to perform traffic engineering as defined by OAR 820-040-0030. The engineer must have background and experience in the methods and concepts associated with transportation impact studies. Each TIS and TAL shall be sealed and signed by the Professional Engineer registered in the State of Oregon prior to acceptance by the City for a technical review.

7.2 TIS STUDY AREA

Each TIS shall include a vicinity map that shows the site, the study area, and the surrounding transportation system. A brief description of the site location and study area shall be provided.

study area shall be based on engineering judgement and an understanding of existing and future land use and traffic conditions in the vicinity of the site. The following considerations shall form the basis of establishing the study area.

The following facilities shall be included in the study area for all TIS's:

- All site-access points and intersections (signalized and unsignalized) adjacent to the proposed site. In particular, if the proposed site fronts an arterial or collector street, the analysis shall address all intersections and driveways along the site frontage, including those serving parcels on the opposite side of the street(s) and parcels directly adjacent to the proposed development.
- Roads through and adjacent to the proposed development.
- Any intersection of two streets, each with a classification of collector or arterial, where site traffic will exceed 20 vehicles during a peak hour or, in the case of a rezone, if the trip differential resulting from the rezone will exceed 20 vehicles during a peak hour.
- All intersections needed for signal progression analysis

As indicated in Section 4.1, the applicant is encouraged to propose a study area at the pre-application meeting or in response to the discussions between the applicant and the City's representatives.

In addition to these requirements, the City Engineer may determine any additional intersections or roadway links that may be adversely affected as a result of the proposed development. The applicant reduces his risk of having an adverse staff report if the applicant reaches agreement with the City Engineer prior to the start of the transportation impact analysis.

7.3 ANALYSIS YEARS TO BE ANALYZED IN THE TIS

To adequately assess the impacts of a proposed land use action, several study periods should be addressed in the transportation impact analysis. These study periods or horizon years consist of the following:

- **Existing Year**
- **Background** – The conditions in the year in which the proposed land use action will be completed and occupied, but without the expected traffic from the proposed land use action. This analysis should include all in-process developments, or city approved developments that are expected to be fully built out in the proposed land use action horizon year. It should also account for all in-process/planned transportation system improvements.

Note: Depending on funding or project development issues, it may not be appropriate to assume that certain planned transportation system improvements will be in place on opening day. Applicants should contact the City Engineer to confirm appropriate assumptions.

- **Full Buildout** – The background condition plus traffic from the proposed land use action assuming full build-out and occupancy.
- **Phased Years of Completion** – If the project involves construction or occupancy in phases or for master plans, the applicant is expected to assess the expected roadway, intersection, and land use conditions resulting from major development phases. Phased years of analysis will be determined in coordination with City staff.
- **20-Year or TSP Horizon Year** – For master plans, zone changes, and conditional uses, the applicant shall assess the expected future roadway, intersection, and land use conditions resulting from deviations from approved comprehensive planning documents.

A twenty-year or TSP Horizon Year analysis will not be required for the following development proposals:

- For out-right permitted uses under the current zoning.
- For residential-to-residential rezoning proposals when the rezoning produces an increase of twenty-five (25) or fewer peak hour trips.

7.4 ANALYSIS PERIODS TO BE ANALYZED IN THE TIS

Within each analysis year, specific consideration should be directed to the time period(s) that experience the highest degree of network travel. These periods typically occur during the weekday morning (7:00 AM to 9:00 AM) and weekday evening (4:00 PM to 6:00 PM) peak commuting hours.

The TIS shall address the weekday AM and PM peak hours when the proposed land use action is expected to generate 25 trips or more during the peak time periods. If the applicant can demonstrate that the peak hour trip generation of the proposed land use action is fewer than 25 trips during one of the two peak study periods and the peak trip generation of the land use action corresponds to the roadway system peak, then only the worse of the two peak periods must be analyzed. This does not mean, however, that all aspects of the other peak period can be ignored. The applicant should consider, for example, the possibility that inbound and outbound trips at the site driveway have specific operational issues that may need to be addressed for both peak hours.

Depending upon the proposed land use action and the expected trip generating characteristics of that development, other time periods may be specified, either as a substitute for, or in addition to the AM and PM peak hours. Examples of land uses that have non-typical trip generating characteristics include schools, restaurants, movie theatres, nightclubs, and churches. Applicants should assume that the City will require additional analysis periods for certain uses as summarized below:

- Schools – End of the school day (early afternoon) peak hour
- Churches and worship facilities – Peak period prior to and after worship services.
- Restaurants – Mid-day weekday peak hour
- Shopping centers, home improvement centers, superstores, and retail facilities of more than 60,000 square feet – Saturday peak hour.

When the additional hours for analysis are specified, the applicant need not necessarily carry the analysis through all steps if the data and the engineer's analysis show that some time periods clearly represent the worst case. If, for example, the mid-day peak period traffic volumes at a restaurant are lower than the other peak periods, except at the site driveway, the mid-day peak need only be analyzed for the driveway location. The engineer preparing the TIS is advised to provide thorough documentation of the reasons for reducing the scope of the extra time periods. The applicant may choose to bring such issues to the attention of the City Engineer for discussion prior to submittal of the TIS.

The above list is not necessarily an all-inclusive list of uses for which additional analysis periods is required. The City Engineer and applicant should discuss the potential for additional study periods prior to the start of the transportation impact analysis.

7.5 APPLICATIONS INVOLVING ZONE CHANGES

In the case of a land use proposal involving a zone change, the TIS must analyze a 20-year horizon period as required by the Oregon Transportation Planning Rule (TPR) and may require interim years in the case of a master plan that also requires a zone change. Applicants seeking a rezoning are advised that in addition to any requirements specified by the City, it is their obligation to address requirements

in OAR 660-12-0060. The City's exemption from the requirement for 20-year analysis for certain rezoning actions as specified in Section 7.3 may not exempt the applicant from addressing TPR requirements.

For proposals involving rezoning, the applicant shall compare the traffic generated by his/her development proposal, a reasonable worst-case development under the proposed zoning and a reasonable worst-case development under current zoning.

7.6 TRAFFIC COUNT REQUIREMENTS

Once the TIS study area and analysis periods have been determined, turning movement counts shall be collected at all study area intersections to determine the base traffic conditions. These turning movement counts should typically be conducted during the weekday (Tuesday through Thursday) between 7:00 AM – 9:00 AM and 4:00 PM – 6:00 PM and for other periods depending upon the proposed and/or surrounding land uses. Historical turning movement counts may be used if the data is not more than 12 months old at the time the TIS is deemed complete for review. Historical counts shall be factored accordingly to meet the existing traffic conditions. In high traffic locations where congestion is present or traffic peaks early or late, extended or altered count periods may be required.

7.7 TRIP GENERATION FOR THE PROPOSED DEVELOPMENT

To determine the impacts of a proposed development on the surrounding transportation network, the trip generation characteristics of that development must be estimated. Trip generation characteristics should be obtained from one of the following acceptable sources:

- Institute of Transportation Engineers (ITE) *Trip Generation* (latest edition).
- Specific trip generation studies that have been conducted for the particular land use for the purposes of estimating peak hour trip generating characteristics, subject to approval by the City Engineer prior to their inclusion in the transportation impact analysis.

In addition to new site generated trips, several land uses typically generate additional trips that are not added to the adjacent traffic network. These trips include pass-by trips and internal trips and are considered to be separate from the total number of new trips generated by the proposed development. The procedures listed in the (ITE) *Trip Generation Handbook* should be used *where appropriate* (emphasis added) to account for pass-by trips and internal trips. The applicant's engineer shall not use any pass-by or internal trip reductions with prior approval of the method or data sources by the City Engineer.

Special Attention Items

The ITE *Trip Generation Handbook* maintains limited data regarding pass-by, diverted-linked, and internal shared trip-making characteristics. Professional judgment needs to be used in applying this data. For example, it is not appropriate to apply PM peak hour pass-by percentages to AM or daily periods where AM and daily percentages do not exist. Also, ITE's internal shared trip characteristics are based on a limited number of studies from the early 1990's in Florida. These sites included a mix of commercial, residential, retail, and other uses. For developments that contain only one or two of these uses, a maximum shared trip reduction of five (5) percent will be allowed without appropriate justification and supporting data from the applicant.

The ITE *Trip Generation Handbook* outlines specific guidelines for use of weighted average trip rates versus regression equations. These guidelines shall be followed unless the applicant provides valid justification for deviation.

7.8 TRIP DISTRIBUTION AND ASSIGNMENT

Estimated site generated traffic for the proposed development should be distributed and assigned to the existing or proposed arterial and collector street network. Trip distribution methods should be based on a reasonable assumption of local travel patterns and the locations of off-site origin/destination points within the site vicinity. Acceptable trip distribution methods should be based on one or more of the following procedures:

- A select zone analysis of the proposed site can be obtained from Metro's regional planning model. When using the regional planning model for distribution purposes, the engineer preparing the TIS should make sure that the model assumes the proper existing and future year land use and zoning designations and that he/she understands model load points (centroid connectors). The applicant should also be aware that Metro's model is a regional model and that professional judgment must be applied when using it for specific developments.
- An analysis of local traffic patterns and intersection turning movement counts can be used as long as the data has been gathered within the previous twelve months.
- A detailed market study specific to the proposed development and surrounding land uses may be used to determine the specific influence area. Site generated traffic within the identified influence area should be distributed based on principles and concepts associated with the gravity model theory. Note that if a market study is to be used as a basis for trip distribution, the entire market study must be made available to the City and it shall become part of the public record and, as such, any client confidentiality is lost.

Special Attention Items

In the case of retail developments, the applicant shall clearly distinguish between pass-by and non-pass-by trips to allow the reviewer to understand how the pass-by trips were accounted for and applied throughout the study area. The treatment of pass-by trips at the site entrance may be most easily addressed through separate figures depicting the total site trips and the individual pass-by and non-pass-by components.

7.9 INTERSECTION OPERATIONAL STANDARDS

To assess the impacts of the proposed land use action on the transportation system, the TIS shall compare the existing, background, and full buildout intersection traffic volumes to the minimum intersection operational standards.

The City of Oregon City evaluates intersection operational performance based on the volume-to-capacity ratio (v/c) or the Level of Service (LOS) as defined in the *Highway Capacity Manual (HCM)* published by the Transportation Research Board depending on the specifics of the intersection and location

All LOS definitions should be consistent with the most recent version of the *HCM*. The v/c ratio used by Oregon City is based on the Oregon Department of Transportation's *Analysis Procedures Manual*.

7.9.1 Intersection Level of Service Standards

The City of Oregon City requires all intersections within the study area to maintain an acceptable performance upon full buildout of the proposed land use action as defined below.

Development shall demonstrate compliance with intersection mobility standards. When evaluating the performance of the transportation system, the city of Oregon City requires all intersections, except for the facilities identified in subsection E below, to be maintained at or below the following mobility

standards during the two-hour peak operating conditions. The first hour has the highest weekday traffic volumes and the second hour is the next highest hour before or after the first hour. Except as provided otherwise below, this may require the installation of mobility improvements as set forth in the transportation system plan (TSP) or as otherwise identified by the city engineer.

- A. For intersections within the regional center, the following mobility standards apply:
 1. During the first hour, a maximum v/c ratio of 1.10 shall be maintained. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
 2. During the second hour, a maximum v/c ratio of 0.99 shall be maintained at signalized intersections. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
 3. Intersections located on the regional center boundary shall be considered within the regional center.
- B. For intersections outside of the regional center but designated on the arterial and throughway network, as defined in the regional transportation plan, the following mobility standards apply:
 1. During the first hour, a maximum v/c ratio of 0.99 shall be maintained. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
 2. During the second hour, a maximum v/c ratio of 0.99 shall be maintained at signalized intersections. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
- C. For intersections outside the boundaries of the regional center and not designated on the arterial and throughway network, as defined in the regional transportation plan, the following mobility standards apply:
 1. For signalized intersections:
 - a. During the first hour, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.
 - b. During the second hour, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.
 2. For unsignalized intersections outside of the boundaries of the regional center:
 - a. For unsignalized intersections, during the peak hour, all movements serving more than twenty vehicles shall be maintained at LOS "E" or better. LOS "F" will be tolerated at movements serving no more than twenty vehicles during the peak hour.

D. For the intersection of OR 213 and Beavercreek Road, the following mobility standards apply:

1. During the first, second and third hours, a maximum v/c ratio of 1.00 shall be maintained. Calculation of the maximum v/c ratio will be based on an average annual weekday peak hour.

E. Until the city adopts new performance measures that identify alternative mobility targets, the city shall exempt proposed development that is permitted, either conditionally, outright, or through detailed development master plan approval, from compliance with the above-referenced mobility standards for the following state-owned facilities:

I-205/OR 99E Interchange.

State intersections located within or on the regional center boundaries.

1. In the case of conceptual development approval for a master plan that impacts the above references intersections:
 - a. The form of mitigation will be determined at the time of the detailed development plan review for subsequent phases utilizing the code in place at the time the detailed development plan is submitted; and
 - b. Only those trips approved by a detailed development plan review are vested.
2. Development which does not comply with the mobility standards for the intersections identified in OCMC 16.12.033 shall provide for the improvements identified in the transportation system plan (TSP) in an effort to improve intersection mobility as necessary to offset the impact caused by development. Where required by other provisions of the code, the applicant shall provide a traffic impact study that includes an assessment of the development's impact on the intersections identified in this exemption and shall construct the intersection improvements listed in the TSP or required by the code.

7.9.2 Intersection Design Features and Queuing Calculations

The TIS shall contain sufficient data and information derived from the traffic analysis to provide the roadway/intersection designer and City staff with information on which to assess intersection design features such as the length of storage required for lanes on each approach.

Queue lengths shall be calculated for each lane of all approaches to signalized intersections for the 95th percentile queue. Queue lengths shall also be calculated for unsignalized locations, such as site driveways, where standing queues can interfere with other movements, especially if such interference can contribute to safety problems. Appropriate analysis methods should be used that account for the actual arrivals of vehicles at an intersection.

Special Attention Items

The applicant's engineer shall use professional judgment in selecting the appropriate analysis tools and methods for evaluation of intersection operations. The HCM, for example, states "The [HCM] methodology does not take into account the potential impact of downstream congestion on intersection operation. Nor does the methodology detect and adjust for the impacts of turn-pocket overflows on through traffic and intersection operation." If these conditions are present or can reasonably be expected to exist as a result of the proposed development, the applicant's engineer shall supplement his/her initial analysis with other analysis tools and methods that account for such conditions.

The applicant's engineer also must use reasonable signal timing and consider corridor timing plans where appropriate.

When calculating queues, Poisson distribution may be used for locations subject to random arrivals. Other analysis methods shall be used where signal systems cause different arrival patterns and when congestion causes accumulation from one cycle to the next. Queue lengths shall be based on average vehicle length of twenty-five (25) feet, or longer where appropriate.

7.10 ACCESS SPACING STANDARDS

Access locations on roadway sections must be located to ensure safe and efficient travel along a transportation facility to limit potential conflicting turning movements, weaving maneuvers over short distances, and congestion along facilities. Access management standards vary depending upon the functional classification and purpose on a given roadway. Roadways in the upper echelon of the functional classification system (i.e. arterials) tend to have stringent spacing standards, while facilities ranked lower in the functional classification system allow more closely spaced accesses.

The applicant shall use the standards in OCMC 16.12 and discuss whether the following standards are met through their proposed development:

- Minimum city street intersection spacing (the distance between adjacent intersections),
- Minimum private access spacing (the distance between adjacent driveways and between driveways and street intersections),
- Minimum traffic signal spacing (the distance between adjacent signalized intersections),
- Minimum private access driveway widths (the measurement of the individual driveway surface)

Exception Process:

In cases where physical constraints or unique site characteristics limit the ability for the above access spacing standards to be met, the City decision maker may grant an access spacing exception. Typically, access exceptions are available only for a parcel whose roadway frontage, topography, or location would otherwise preclude issuance of a conforming permit and the parcel would either have no reasonable access or cannot otherwise obtain reasonable alternate access to the public road system. However, if the limitation or condition is one that the applicant or owner has contributed to by any previous subdivision of property, sale, building activity, or site development, the limitation or condition shall not constitute a basis for an access exception. Note also that the City may choose to prohibit some movements (e.g. left turns) at the site access location, especially if such access is in a location where an access exception is needed.

When an exception is required, the transportation impact analysis must show that the new access will not adversely impact the existing transportation system. A high burden is placed on the applicant and his/her engineer to prove that the system will not be adversely impacted, and that public safety will not be compromised.

7.11 SIGHT DISTANCE

For all new proposed site driveways and public street intersections, an evaluation of stopping sight distance (SSD) and intersection sight distance (ISD) shall be conducted consistent with procedures outlined in the current version of the *AASHTO Policy on Geometric Design of Highways and Streets*. At the discretion of the City Engineer, the applicant may be exempted from a need to assess sight distance.

The City standard for new driveways and intersections requires that ISD meet the minimum distance specified in AASHTO. The applicant may apply for a design exception allowing a driveway or intersection that meets SSD rather than ISD. A high burden is placed on the applicant and his/her engineer to prove that the system will not be adversely impacted, and that public safety will not be compromised. The City Engineer may grant a design exception if the following conditions are met:

1. The intersection or driveway is proposed to intersect with a local or neighborhood collector street (not a major collector or arterial street), and
2. The approach is forecast to serve fewer than forty (40) vehicles per day, and
3. The intersection will not adversely impact the existing transportation system.

The City Engineer may also grant a design exception if the intersection is forecast to serve less than 100 vehicles per day for a period of not more than twenty-four (24) months. Should the City Engineer choose to grant a design exception, he/she may place additional conditions on the applicant, such as, but not limited to placement of warning signs or the use of flaggers for manual traffic control as prescribed by the *Manual on Uniform Traffic Control Devices* (MUTCD).

Special Attention Items

Under AASHTO procedures, intersection sight distance is evaluated based on the roadway design speed, not the roadway posted speed. Where design speed is not known, it shall be estimated using procedures outlined in the *AASHTO Policy on Geometric Design of Highways and Streets*. This generally results in a design speed anywhere from 5 to 10 mph above prevailing posted speed.

7.12 CRASH HISTORY

Within the study area for each TIS, a crash history evaluation shall be conducted for the most recent four-year period. The intent of the evaluation is to identify any apparent trends in the data that reflect a safety issue that may be exacerbated by the proposed development and to identify mitigation to resolve the issue(s). At a minimum, the analysis shall summarize the number of crashes per year by type and severity. Intersection crash rates shall be calculated and evaluated. The engineer shall assess the overall results of the safety analysis.

7.13 SAFE ROUTES TO SCHOOL

For proposed residential developments, the TIS shall include a brief discussion of routes to the nearest schools. The applicant shall identify the primary walking/biking route between the proposed development and the nearest elementary, middle, and high school. Specifically, the applicant shall describe the general bicycle and pedestrian environment between the proposed development and each school, including the presence and condition of pedestrian and bicycle facilities and the roadway environment (speed, lanes, etc.) along the routes. This section requires applicants to address the special need to link residential areas to area schools.

7.14 WARRANTS (TURN LANE, TRAFFIC CONTROL)

The following section provides guidance on evaluating turn lane and traffic signal warrants.

7.14.1 Traffic Control Warrants

An evaluation of traffic signal warrants shall be conducted for all unsignalized study area intersections where any approach is shown to operate at LOS E or worse under existing, background, or total traffic conditions. Signal warrant analysis shall be conducted in accordance with the current version of the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD).

Warrants to evaluate conversions between yield control, two-way STOP control, and multi-way- STOP control shall, as deemed necessary by the applicant's traffic engineer, comply with the MUTCD.

Special Attention Items

The reduction of minor street right turns is an important factor in evaluating traffic signal warrants and care must be taken to ensure the practice is not overlooked or improperly applied as it can affect warrant determinations. Both the MUTCD and the National Cooperative Highway Research Program (NCHRP) Report 457- *Evaluating Intersection Improvements: An Engineering Study Guide*, 2001 offer detailed discussions of the proper methods to address right turn reductions.

For state highways, ODOT's Transportation Planning Analysis Unit maintains specific guidelines regarding right turn reductions that shall be applied to highway intersections. Other methods such as delay-based reduction methods may be considered if reasonably explained and justified by the applicant.

The construction of a lane to accommodate right turns shall be considered as a mitigation measure before or in addition to the analysis of traffic signal warrants for the installation of a traffic signal.

Note that Warrant 3, Peak Hour according to the MUTCD "shall be applied only in unusual cases." The burden of proof is on the applicant that the case is truly unusual. The applicant must evaluate the conditions using other warrants before attempting to justify the use of the Peak Hour warrant.

7.14.2 Turn Lane Warrants

The provision of dedicated left- and right-turn lanes on the major approach to an unsignalized intersection can significantly improve operations and safety at an intersection. The provision of a second lane on minor street approaches at unsignalized intersections can significantly reduce side street delay for right-turning motorists.

The applicant's engineer shall exercise professional judgement in evaluating the need for, and benefits of, providing dedicated left-turn and right-turn lanes. Documentation of the engineer's analysis of turn lanes shall be provided in the TIS.

The following is a non-exclusive list of conditions where an evaluation of turn lanes is appropriate:

- When no lane is currently provided for left turns and when left turn movements from the major street are predicted to increase because of the proposed development. This is especially appropriate when a turn lane is included as part of the standard cross-section for a street of this classification in the *Transportation System Plan*.
- When an intersection has a crash rate above 1.0 crashes per million entering vehicles and includes crash types subject to improvement from a turn lane.
- When the speed and volume of through traffic and increases predicted in right turn volumes raise concerns in the engineer's professional judgment about safety or about impeding through traffic.
- When only a single lane is provided for minor street approaches and the approach LOS is calculated to be "E" or worse.

The following are some of the references that should be considered by the applicant's engineer.

- **State Highways** – The Oregon Department of Transportation (ODOT) maintains criteria that shall be used for evaluating development of left- and right-turn lanes along state highways at Unsignalized Grade Intersections.
- **Local Streets** – Much of the published information regarding warrant criteria are centered on highway facilities and practitioners have therefore applied these criteria to local streets. The applicant shall refer to pages 686-89 of the 2001 *AASHTO Policy on Geometric Design of Highways and Streets* when evaluating turn lane warrants. Specifically, the applicant shall draw from other sources [see sources 2, 11, 12, and 13] cited by AASHTO. This criteria shall be updated coinciding with future revisions to the *AASHTO Policy*. An additional resource not cited by AASHTO is the National Cooperative Highway Research Program (NCHRP) Report 457- *Evaluating Intersection Improvements: An Engineering Study Guide*, 2001.

8.0 COMMON ERRORS AND OMISSIONS

The following are some common errors and omissions. Special care should be taken to address these items that are part of the TIS requirements identified herein.

- Failure to include a crash analysis.
- Failure to conduct a warrant analysis or incorrect methods, particularly a failure to account for right turns from minor streets.
- Failure to address access spacing.
- Lack of discussion of observed traffic flow.
- Failure to address intersection and/or stopping sight distance.
- Failure to discuss bicycle, pedestrian, and transit facilities.
- Failure to present justification for some assumptions.
- Failure to account for downstream congestion, turn-pocket overflow, or signal timing of adjacent traffic signals (particularly with regard to the selection of software analysis tools).
- Use of unrealistic signal timing
- Use of inappropriate tools and assumptions for calculation of queues.

TRANSPORTATION IMPACT STUDY CHECKLIST

Project Name: _____

City Reference Code: _____

Provided? Page No.
 Yes No _____ Study Required Comment: _____ Date: _____

BACKGROUND INFORMATION

Yes No _____ Oregon PE Stamp and Signature

INTRODUCTION AND SUMMARY**EXISTING CONDITIONS**

Yes No _____ Roadway Network - summary of roadway classifications, lanes, speeds, transit service and facilities, alternative mode service and facilities (e.g., sidewalks, bike lanes, crosswalks) and description of study area
 Yes No _____ Analysis Periods Correct ☐ AM ☐ Mid-day ☐ PM ☐ Afternoon ☐ Saturday ☐ Other _____
 Yes No _____ Existing Traffic Operations (Existing LOS, traffic volumes (new counts ☐, speeds ☐, crash data ☐)

IMPACTS

Yes No _____ Trip Generation - Daily, peak hour trips generated by site development
 Yes No _____ Level of Service Analysis -projected LOS with site build out, existing, and background traffic growth
 Yes No _____ Future year 20-year analysis required for zone change or conditional use
 Yes No _____ Signal Warrant Analysis
 Yes No _____ Turn Lane Warrant Analysis
 Yes No _____ Access Spacing Standards
 Yes No _____ Analysis of intersection and stopping sight distance at frontage road access point(s)
 Yes No _____ Identify safe route to school or school bus stop (contact with school district)
 Yes No _____ Analysis of safe pedestrian/bicycle access to nearest transit stop (if within 1/2 mile of project site)
 Yes No _____ Identify accessibility to public transit
 Yes No _____ Account for planned roadway improvements: ☐ At future build year ☐ 20-year horizon

MITIGATION

Yes No _____ Identify need for right/left turn lanes, storage capacity and length
 Yes No _____ Identify possible corrections of any LOS deficiencies
 Yes No _____ Identify any access deficiencies (including transit/pedestrian/bicycle connections)
 Yes No _____ Identify any TDM measures

FIGURES

Yes No _____ Vicinity Map
 Yes No _____ Site Plan
 Yes No _____ Existing Peak Hour Turn Movement Volumes (counts conducted within previous 12 months)
 Yes No _____ Trip Distribution (%) including Added Project Peak Hour Traffic Volumes (see sample)
 Yes No _____ Approved Projects Peak Hour Traffic Volumes (see sample)
 Yes No _____ Programmed Transportation Improvements and Transportation Mitigation Outlined in Study

TABLES

Yes No _____ Intersection Performance Existing Conditions
 Yes No _____ Project Trip Generation
 Yes No _____ Intersection Level of Service

OTHER

Yes No _____ Technical Appendix - sufficient material to convey complete understanding of traffic issues (e.g., HCM or similar analyses, trip generation calculations, signal warrant analyses, turn lane warrant analyses, queuing calculations, signal timing sheets, traffic counts, etc.)

[SEAL]

Completed By: _____

Date: _____

CITY OF OREGON CITY

GUIDELINES FOR TRANSPORTATION IMPACT ANALYSES



Adopted : NOVEMBER 2, 2005
Revised : November, 18, 2020

1.0 PURPOSE

1.1 TRANSPORTATION PLANNING AND TRANSPORTATION IMPACT ANALYSES (TIAs)

Oregon City strives to accommodate growth in a responsible and sustainable manner. With regard to land use and transportation, this involves a need to balance property owners' rights to develop their land and the City's goal to plan for and provide a transportation system that serves its intended function in a safe, reliable, and predictable manner for the public.

It should be noted that the transportation system includes "transportation facilities" as defined by OCMC 17.04.1312 which more commonly include the roadway, sidewalk, and offsite pathways for vehicles, bicycles, pedestrians, transit, freight, and other modes of transportation.

The City adopted its Transportation System Plan (TSP) in 2001 and was updated on August 16, 2013, outlining a plan to provide a multi-modal transportation system to accommodate expected growth through year 2035~~20~~. ~~The Guidelines for Transportation Impact Analyses~~ are consistent with the TSP Goals:

1. Health and Safety – Enhance the health and safety of residents.~~Mobility—Develop a transportation system that serves the mobility needs of all Oregon City residents.~~
2. Effective and Efficient – Emphasize ~~effect-tive~~effective and efficient management of the transportation system.~~Safety—Develop a transportation system that provides adequate safety for the transportation system users.~~
3. Sustainable – Foster a sustainable transportation system.~~Capacity—Develop a transportation system that provides adequate capacity to serve the system user's needs.~~
4. Equitable, Balanced, and Connected – Provide an equitable, balanced, and ~~connect~~connected multi-modal transportation system.~~Travel Options—Develop a transportation system that incorporates, provides for, and encourages a variety of multi-modal travel options.~~
5. Fundable – Identify solutions and funding to meet system needs.~~Environment—Develop a transportation system that preserves, protects, and supports the environmental integrity of the Oregon City community.~~
6. Convenient and Available – Increase the convenience and availability of pedestrian, bicycle, and transit modes.~~Economic Development—Develop a transportation system that facilitates the desired economic development and viability of the community.~~
7. Prosperity – Ensure the transportation system supports a prosperous and competitive economy.~~Transportation Funding—Develop reasonable and effective funding and financing strategies for the recommendations and improvements contained within the Transportation System Plan.~~
8. Compliant – Comply with state and regional transportation plan.~~Accessibility—Develop a transportation network that ensures adequate and efficient accessibility for all desired land uses, modes of travel, and system users.~~
9. ~~Coordination—Develop a transportation system plan that is consistent with the goals, objectives, and vision of Oregon City residents, participating agencies, and the community in general.~~
10. ~~Consistency—Provide Oregon City with a transportation system and transportation~~

~~policies that allow the community to manage its transportation facilities in a manner consistent with the City's goals and philosophies.~~

In addition, *The Guidelines for Transportation Impact Analyses* are intended to be consistent with the provisions of the Oregon City Municipal Code (OCMC); however, if differences or conflicting language are found, the OCMC governs.

~~OCMC 17.68.020 sets forth the criteria for a zone change and includes the provisions:~~

~~B. That public facilities and services (water, sewer, storm drainage, transportation, schools, police and fire protection) are presently capable of supporting the uses allowed by the zone, or can be made available prior to issuing a certificate of occupancy.~~

~~C.~~

~~Service shall be sufficient to support the range of uses and development allowed by the zone.~~

~~The land uses authorized by the proposal are consistent with the existing or planned function, capacity and level of service of the transportation system serving the proposed zoning district or plan amendment.~~

~~OCMC 16.04.060 specifies that:~~

~~The decision maker may impose reasonable conditions of approval on any approval granted under this title to ensure that the application meets, or will meet, any application approval standard.~~

~~OCMC 16.12.010 specifies that:~~

~~All land divisions development shall be in conformance with the policies and design standards established by this chapter [Chapter 16] and with applicable standards in the city's public facility master plan and city design standards and specifications.~~

1.2 THE NEED FOR TRANSPORTATION ANALYSES FOR INDIVIDUAL DEVELOPMENTS

The City's development review process is designed to help the City achieve its goal of managing growth in a responsible and sustainable manner. The applicant for development is required to submit full and accurate information upon which the City staff and elected officials can base decisions. A developer-submitted transportation study prepared by a professional engineer qualified in the traffic engineering field is a critical tool used by the City to assess the expected transportation system impacts associated with a proposed development and the long-term viability of the transportation system. A study must highlight development-specific issues, present a mitigation plan to mitigate for traffic impacts, and alert the City to the potential need to program specific projects from the TSP into the Capital Improvement Program (CIP).

1.3 THE LEVEL OF ANALYSIS AND DOCUMENTATION

This document establishes analysis and submittal requirements for developments in accordance with their expected transportation impacts. Under certain conditions, the City allows a lesser level of

analysis and documentation for small developments. In addition, other developments meeting -specific criteria are exempted from long-range analyses.

The City's overriding concern, as stated in Oregon City Municipal Code (OCMC) 17.02.01520, is "to promote public health, safety, and general welfare through standards and regulations...and to facilitate adequate provision for transportation..." It is the responsibility of the applicant to help the City achieve this goal through the analysis and submittal of appropriate documentation.

2.0 OVERVIEW

2.1 DIFFERENT DOCUMENTATION FOR DIFFERENT DEVELOPMENT PROPOSALS

This document describes the City's required content for a **Transportation Analysis Letter** (TAL) and for a **Transportation Impact Study** (TIS). In general terms, the TAL is applicable to smaller developments that are presumed to have a lesser transportation impact. The TIS applies to larger developments that are presumed to have a greater transportation impact.

Whether the development requires a TAL or a TIS, a professional engineer must prepare it and must use appropriate data, methods, and standards. TAL and TIS documents share many common elements, but the scope of TALs is more limited. Furthermore, there will be more variability in the scope for TISs depending on the type, location, and size of the development being proposed.

Section 3.1 provides criteria used to determine whether a TAL or TIS is required.

2.2 CONTENT OF TRANSPORTATION IMPACT ANALYSES GENERALLY

Transportation analyses, whether conducted to support a TAL or a TIS, are required to provide an objective assessment of the potential multi-modal transportation impacts associated with a specific land use action (e.g., the development of vacant land, the redevelopment of an existing land use, a comprehensive plan amendment or zoning change). The analysis and the documentation provided by the applicant must help answer several important transportation related questions including:

- Will the existing transportation system accommodate the proposed development from a capacity and safety standpoint?
- What on-site and off-site transportation system improvements will be necessary to accommodate the proposed development?
- How will access to the proposed development affect the traffic operations on the existing transportation system and how will each study area intersection operate relative to the city's mobility standards?
- How will transportation impacts of the proposed development impact the land uses, including commercial, institutional, industrial, and residential uses within the development's influence area?
- How will the proposed development meet current city standards for roadway design?
- How will the proposed development ensure the safe and efficient circulation on and adjacent to the site?
- How will the proposed development provide needed connections to abutting parcels (developed or undeveloped) for motorized as well as non-motorized traffic?
- ~~What TSP projects are proposed that or elements of TSP projects and projects consistent with~~

derived from specific polices in the TSP will be needed to accommodate the proposed development?

- If the development or certain public improvements are proposed to be completed in phases, how will the various phases impact the transportation system throughout the development timeline, and how will the future phases be developed?

2.3 RESPONSIBILITIES OF THOSE PREPARING TRANSPORTATION ANALYSES GENERALLY

The responsibility for assessing the traffic impacts associated with a proposed land use action rests with the landowner or land use permit applicant. Transportation analyses submitted to the City must be prepared by or under the direct supervision of a Professional Engineer with competence in traffic engineering and registered in the State of Oregon. The report shall be signed and stamped by the professional engineer.

Under state law, engineers shall recognize at all times that their primary obligation is to protect the safety, health, property and welfare of the public in the performance of their professional duties.

These Guidelines in no way serve as a substitute for the application of sound professional engineering judgement expected to be used by practitioners in the preparation and submittal of transportation analyses.

2.4 RESPONSIBILITIES AND AUTHORITY FOR THE CITY

Throughout this document the term “City Engineer” is used as the individual with authority for certain actions and for interpretation of aspects of these guidelines. For the purposes of this document, the term “City Engineer” should be taken to mean the “City Engineer or his/her designee including but not limited to designated staff or City consultant.”

~~The term “City decision maker” is used to identify the individual or body with responsibility for certain actions. The “City decision maker” and city decision-making process are defined in OCMC Section 17.50.030.~~

3.0 TRANSPORTATION IMPACT ANALYSIS DOCUMENTS

An analysis and appropriate documentation is generally required when a development application and/or application for re-zoning is filed with the City. A transportation impact analysis (TIA) is required when application is made for land to be subdivided as provided for in OCMC 16.12; when application is made for a conditional use as specified in OCMC 17.56; and when application is made for a change in zoning districts as provided for in OCMC 17.68.

A transportation analysis is not required for modification of a single-family dwelling, ~~or for~~ construction of a replacement dwelling, accessory dwelling unit (ADU), lot line adjustment, or an application for work in the right of way. In most other circumstances and for most other development applications, some level of transportation analysis is required.

Recognizing that not all developments will have a significant impact on the transportation system, ~~the City of Oregon City has developed~~ these guidelines include criteria to help determine the need for and level of transportation analysis required in relation to the proposed development.

3.1 DETERMINING THE REQUIRED LEVEL OF TRANSPORTATION ANALYSIS AND

DOCUMENTATION

A Transportation Impact Study (TIS) is required for developments that are expected to have an impact on the transportation system. When specific criteria generally associated with small developments are met, a Transportation Analysis Letter (TAL) may be substituted for the required TIS.

~~traffic control.~~

At the discretion of the City Engineer, a TAL may satisfy the City's transportation analysis requirements, in lieu of a TIS, when a development meets all of the following criteria:

- A. The development generates fewer than 24 peak hour trips during either the AM or PM peak hour and fewer than 250 daily trips.

~~Two~~ examples of common developments generating fewer trips than these threshold levels are: a subdivision containing 24 or fewer single-family residences, ~~or~~ a general office building less than 15,000 square feet, a multi-family building with 24 or fewer units, or any proposed partition.

- B. The development is not expected to further impact intersections that currently fail to meet the City's level of service mobility standards or intersections that are operating near the limits of the acceptable level of service thresholds during a peak operating hour. ~~(LOS Mobility standards are defined in 7.9.1)~~

~~C.~~

- B-C. The development is not expected to significantly impact adjacent roadways and intersections that are high accident locations, areas that contain an identified safety concern, or high concentration of pedestrians or bicyclists such as school zones

The specific requirements for and content of a TAL are contained in Section 5.0. The specific requirements for and content of a TIS are contained in Section 6.0.

4.0 PROCESS AND PROCEDURES

This section describes in general terms the process and procedures followed by the City in relation to the processing and review of transportation impact analyses. Nothing in this section is intended to replace or supercede the City's process, code requirements, or obligations under state law with regard to land use actions.

4.1 PRE-APPLICATION MEETING

A landowner or developer seeking to develop/redevelop property shall contact the City and schedule a pre-application meeting as required by OCMC 17.50.050. The City's pre-application form specifies the City's requirements applicable to land use actions. An applicant should be prepared to present, preferably in writing, the following:

- type of uses within the development
- the size of the development
- the location of the development
- proposed new accesses or roads
- estimated trip generation and source of data
- proposed study area

4.2 ESTABLISHING THE SCOPE OF WORK

During, or within a reasonable time following the pre-application meeting, the City will establish whether a TAL or TIS is required. (See Section 3.1). If a TIS is required, the City will provide a scoping summary detailing the study area and any special parameters or requirements beyond the requirements set forth in this document. An applicant is encouraged, but not required, to propose a scope of work and a study area using the guidance presented in Section 7.2.

4.2.1 *Potential for Expansion of the Scope of Work*

In the scoping summary the City will establish expectations and a study area within which significant impacts of the development are expected. The City's final decision on the land use criteria cannot be bound by the specifications or limitations in the scoping summary because additional information or concerns may come to light over the course of the analysis that causes the City to require additional analysis or information. Ultimately, it is the applicant's responsibility to demonstrate compliance with the criteria in the Oregon City code.

The City Engineer reserves the right to require additional analysis, especially when the need for such analysis becomes evident from information gathered by or presented by the applicant. The applicant's engineer should be alert to this possibility and expand his/her scope of work to address issues, especially those of public safety, or at least advise the City of such issues if they arise.

The City Engineer may at his/her discretion expand the requirements and/or study area of a TIS or TAL if needed to address any issue that comes to light after the preparation of the scoping summary.

4.2.2 Time Limit on the Scoping Summary

The City's scoping summary and review requirements are to be considered valid for a reasonable period of time, but are not to be considered binding on the city. Applicants are advised that delays of more than a few months before submitting TAL or TIS documents significantly increases the likelihood that the City will need additional information to adequately evaluate the impacts of a proposed development.

4.3 COMPLETENESS REVIEW

Upon completion of the TIS or TAL, the applicant will submit the number of copies specified by the City in accordance with OCMC 17.50.080 to the City for review. At that time, City staff will perform an initial review of the document to determine whether there are obvious omissions or concerns. The City will rely upon and make use of the ~~completed and signed~~ TIS checklist, described in more detail in Section 9.0., ~~and which is to be incorporated as one of the first inside pages of the submittal to determine whether or not it is "complete."~~ The lack of a submission of a TIS or TAL will result in a determination of "Incomplete".

A determination of Completeness is not a determination that the applicant's data, methods, ~~of~~ accuracy of the analysis, or ~~meeting the standards~~ conclusions and recommendations are valid.

Once the overall development application, including the required TAL or TIS, as appropriate, is deemed "complete," the 120-day land use review process will begin.

4.4 TECHNICAL REVIEW

Once the land use review process is initiated, the City Engineer will conduct a technical review of the TIA~~S~~ to determine the adequacy and quality of the work including, but not limited to the study data sources, methods, findings and recommendations. The City Engineer and/or his/her designee(s) will provide findings for use by the City regarding expected transportation impacts from the proposed development.

If substantive errors or omissions are discovered during review, the applicant will be notified and asked to address the comments prior to a land use decision. The applicant should promptly rectify omissions and respond with any additional analysis or information; a delay or refusal to respond may result in the denial of an application if the information and analysis submitted is insufficient to show compliance with the applicable criteria.

The lack of specificity on the part of the City in the scoping summary or confusion in its interpretation does not alter the applicant's responsibility to perform a thorough and comprehensive transportation analysis nor does it preclude City decision maker from determining that a TAL or TIS that fully complies with the scoping requirement is insufficient to show compliance with all ~~applicable~~ criteria.

Issues or problems discovered during the Technical Review may, at the discretion of the City's decision maker, be resolved through the use of condition of approval.

5.0 TRANSPORTATION ANALYSIS LETTER CONTENTS

If the City determines based on information provided by the applicant and in accordance with the criteria specified in Section 3.1 that a TAL is the appropriate document to submit, the following requirements shall apply.

The TAL shall be prepared by or prepared under the direct supervision of a ~~Registered~~ Professional Engineer registered in the State of Oregon who shall sign and stamp the TAL.

The TAL shall include the following:

1. The expected trip generation of the proposed development including the AM peak hour, the PM peak hour, daily traffic, and other germane periods as may be appropriate, together with appropriate documentation and references.
2. Site plan showing the location of all access driveways, ~~or private streets~~, or alleys where they intersect with public streets plus driveways of abutting properties and driveways on the opposite side of the street from the proposed development. Dimensions of driveway spacing as measured at the right of way from edge to edge of driveway shall be shown and shall meet or exceed the minimum driveway spacing standards.
3. ~~Documentation~~ Site plan showing width of all that all site access driveways ~~and shall~~ meet Oregon City ~~Private Access-Driveway Approach Size~~ Width Standards.
4. ~~Documentation~~ Site plan showing that all ~~site access driveways~~ public roads meet Oregon City's ~~Minimum City-Street Design~~ Intersection Spacing Standards including alignment, intersection angles, cul-de-sacs, and block standards.
5. Documentation that all new site accesses and/or public street intersections meet AASHTO intersection sight distance guidelines.
- ~~5.6.~~ Preliminary analysis that all new streets comply with traffic sight obstructions in OCMC 10.32.
- ~~6.7.~~ Documentation that there are no inherent safety issues associated with the design and location of the site access driveways.
- ~~7.8.~~ Documentation that the applicant has reviewed the City's TSP and that proposed streets and frontage improvements do or will comply with any applicable standards regarding the functional classification, typical sections, access management, traffic calming and other attributes as appropriate.
9. When required of the development, documentation that no inherent safety issues are associated with the design and location of pedestrian, bicycle, or transit safety.

6.0 TRANSPORTATION IMPACT STUDY (TIS) CONTENTS

The following information shall be included in each TIS submitted to the City. Additional information specified by the City in the scoping summary or through the pre-application meeting or other project meetings shall also be included.

- ~~1. Completed TIS checklist signed by the Professional Engineer responsible for the preparation of the TIS.~~
- ~~2.1.~~ Table of Contents – Listings of all sections, figures, and tables included in the report.

3.2. Executive Summary – A summary of key points, findings, conclusions, and recommendations including a mitigation plan.

4.3. Introduction:

- Proposed land use action including site location, zoning, building size, and project scope.
- Map showing the proposed site, building footprint (s), access driveways, and/or parking facilities.
- Map of the study area that shows site location and surrounding roadway facilities.

5.4. Existing Conditions:

- Existing site conditions and adjacent land uses.
- Roadway characteristics of ~~important~~ transportation facilities ~~and modal opportunities~~ located within the study area, including roadway functional classifications, street cross-section, ~~intersection configurations (signals, turn lanes, etc)~~, posted speeds, general sight distance, bicycle and pedestrian facilities, on-street parking, and transit facilities.
- Existing lane configurations and traffic control devices at the study area intersections.
- Existing traffic volumes and operational analysis of the study area roadways and intersections.
- Roadway and intersection crash history analysis.
- Intersection and stopping sight distance related to new and impacted (existing) driveways and intersections.

6.5. Background Conditions -(without the proposed land use action)

- Approved in-process developments and funded transportation improvements in the study area.
- Traffic growth assumptions.
- Addition of traffic from other planned developments.
- Background traffic volumes and operational analysis.

7.6. Full Buildout Traffic Conditions (with the proposed land use action)

- Description of the proposed development plans.
- Trip generation characteristics of proposed project (including trip reduction documentation).
- Trip distribution assumptions.
- Full buildout traffic volumes and intersection operational analysis including the performance relative to the applicable mobility standards for each intersection.
- Site circulation and parking.
- Intersection and site-access driveway queuing analysis.
- Impact to mobility standards.
- Recommended roadway and intersection mitigation measures (if necessary).
- -

8.7. Conclusions and recommendations

9.8. Appendix- With dividers or tabs

- Traffic count summary sheets.
- Crash analysis summary sheets.

- Existing, Background, and Full Buildout traffic operational analysis worksheets with detail to review capacity calculations.
- Signal, left-turn, and right-turn lane warrant evaluation calculations.
- ~~• Signal timing sheets depicting the timing and phasing used in analysis.~~
- Intersection analysis – Roundabout vs. Traffic Signal
- Mobility Standards Analysis
- Other analysis summary sheets such as queuing.

To present the information required to analyze the transportation impacts of development, the following figures shall be included in the TIS:

1. Vicinity Map
2. Existing Lane Configurations and Traffic Control Devices
3. Existing Traffic Volumes and Levels of Service for each required time period
4. Future Year Background Traffic Volumes and Levels of Service for each required time period
5. Proposed Site Plan, including access points for abutting parcels and for those across the street from the proposed development
6. Future Year Assumed Lane Configurations and Traffic Control Devices
7. Estimated Trip Distribution/Assignment Pattern
8. Trip reductions (pass-by trips at site access (es))
9. Site-Generated Traffic Volumes for each required time period
- ~~9.~~
- ~~10.~~ Full Buildout Traffic Volumes and Levels of Service for each required time period
- 10.

7.0 STANDARDS AND PROCEDURES

To help ensure consistency in the preparation and review of each TIS and TAL, the City of Oregon City has established a set of guidelines and procedures. These standards and procedures include the following:

- Preparer qualifications
- TIS study area
- Analysis years and time periods
- Data collection guidelines
- Trip generation guidelines
- Trip distribution and assignment guidelines
- Minimum intersection operational standards
- Minimum access spacing standards
- Other analysis guidelines

7.1 PREPARER QUALIFICATIONS

Each TIS and TAL shall be prepared by or under the direct supervision of a Professional Traffic Engineer registered in the State of Oregon or a Professional Engineer registered in the State of Oregon qualified to perform traffic engineering as defined by OAR 820-040-0030. The engineer must have background and experience in the methods and concepts associated with transportation impact studies. Each TIS and TAL shall be sealed and signed by the Professional Engineer registered in the State of Oregon prior to acceptance by the City for a technical review.

7.2 TIS STUDY AREA

Each TIS shall include a vicinity map that shows the site, the study area, and the surrounding transportation system. A brief description of the site location and study area shall be provided. The study area shall be based on engineering judgement and an understanding of existing and future land use and traffic conditions in the vicinity of the site. The following considerations shall form the basis of establishing the study area.

The following facilities shall be included in the study area for all TIS's:

- All site-access points and intersections (signalized and unsignalized) adjacent to the proposed site. In particular, if the proposed site fronts an arterial or collector street, the analysis shall address all intersections and driveways along the site frontage, including those serving parcels on the opposite side of the street(s) and parcels directly adjacent to the proposed development.
- Roads through and adjacent to the proposed development site.
- Any intersection of two streets, each with a classification of collector or arterial, where site traffic will exceed 20 vehicles during a peak hour or, in the case of a rezone, if the trip differential resulting from the rezone will exceed 20 vehicles during a peak hour.

- All intersections needed for signal progression analysis.

As indicated in Section 4.1, the applicant is encouraged to propose a study area at the pre-application meeting or in response to the discussions between the applicant and the City's representatives.

In addition to these requirements, the City Engineer may determine any additional intersections or roadway links that may be adversely affected as a result of the proposed development. The applicant reduces his risk of having an adverse staff report if the applicant reaches agreement with the City Engineer prior to the start of the transportation impact analysis.

7.3 ANALYSIS YEARS TO BE ANALYZED IN THE TIS

To adequately assess the impacts of a proposed land use action, several study periods should be addressed in the transportation impact analysis. These study periods or horizon years consist of the following:

- **Existing Year**
- **Background** – The conditions in the year in which the proposed land use action will be completed and occupied, but without the expected traffic from the proposed land use action. This analysis should include all in-process developments, or city approved developments that are expected to be fully built out in the proposed land use action horizon year. It should also account for all in-process/planned transportation system improvements.

Note: Depending on funding or project development issues, it may not be appropriate to assume that certain planned transportation system improvements will be in place on opening day. Applicants should contact the City Engineer to confirm appropriate assumptions.
- **Full Buildout** – The background condition plus traffic from the proposed land use action assuming full build-out and occupancy.
- **Phased Years of Completion** – If the project involves construction or occupancy in phases or for master plans, the applicant is expected to assess the expected roadway, intersection, and land use conditions resulting from major development phases. Phased years of analysis will be determined in coordination with City staff.
- **20-Year or TSP Horizon Year** – For master plans, zone changes, and conditional uses, the applicant shall assess the expected future roadway, intersection, and land use conditions resulting from deviations from approved comprehensive planning documents.

A twenty-year or TSP Horizon Year analysis will not be required for the following development proposals:

- For out-right permitted uses under the current zoning.
- For residential-to-residential rezoning proposals when the rezoning produces an increase of twenty-five (25) or fewer peak hour trips.

7.4 ANALYSIS PERIODS TO BE ANALYZED IN THE TIS

Within each analysis year, specific consideration should be directed to the time period(s) that experience the highest degree of network travel. These periods typically occur during the weekday morning (7:00AM to 9:00AM) and weekday evening (4:00 PM to 6:00 PM) peak commuting hours.

The TIS shall address the weekday AM and PM peak hours when the proposed land use action is expected to generate 25 trips or more during the peak time periods. If the applicant can demonstrate that the peak hour trip generation of the proposed land use action is fewer than 25 trips during one of

the two peak study periods and the peak trip generation of the land use action corresponds to the roadway system peak, then only the worse of the two peak periods must be analyzed. This does not mean, however, that all aspects of the other peak period can be ignored. The applicant should consider, for example, the possibility that inbound and outbound trips at the site driveway have specific operational issues that may need to be addressed for both peak hours.

Depending upon the proposed land use action and the expected trip generating characteristics of that development, other time periods may be specified, either as a substitute for, or in addition to the AM and PM peak hours. Examples of land uses that have non-typical trip generating characteristics include schools, restaurants, movie theatres, nightclubs, and churches. Applicants should assume that the City will require additional analysis periods for certain uses as summarized below:

- Schools – End of the school day (early afternoon) peak hour
- Churches and worship facilities – Peak period prior to and after worship services.
- Restaurants – Mid-day weekday peak hour
- Shopping centers, home improvement centers, superstores, and retail facilities of more than 60,000 square feet – Saturday peak hour.

When the additional hours for analysis are specified, the applicant need not necessarily carry the analysis through all steps if the data and the engineer's analysis shows that some time periods clearly represent the worst case. If, for example, the mid-day peak period traffic volumes at a restaurant are lower than the other peak periods, except at the site driveway, the mid-day peak need only be analyzed for the driveway location. The engineer preparing the TIS is advised to provide thorough documentation of the reasons for reducing the scope of the extra time periods. The applicant may choose to bring such issues to the attention of the City Engineer for discussion prior to submittal of the TIS.

The above list is not necessarily an all-inclusive list of uses for which additional analysis periods is required. The City Engineer and applicant should discuss the potential for additional study periods prior to the start of the transportation impact analysis.

7.5 APPLICATIONS INVOLVING ZONE CHANGES

In the case of a land use proposal involving a zone change, the TIS must analyze a 20-year horizon period as required by the Oregon Transportation Planning Rule (TPR) and may require interim years in the case of a master plan that also requires a zone change. Applicants seeking a rezoning are advised that in addition to any requirements specified by the City, it is their obligation to address requirements in OAR 660-12-0060. The City's exemption from the requirement for 20-year analysis for certain rezoning actions as specified in Section 7.3 may not exempt the applicant from addressing TPR requirements.

For proposals involving rezoning, the applicant shall compare the traffic generated by his/her development proposal, a reasonable worst-case development under the proposed zoning and a reasonable worst-case development under current zoning.

7.6 TRAFFIC COUNT REQUIREMENTS

Once the TIS study area and analysis periods have been determined, turning movement counts shall be collected at all study area intersections to determine the base traffic conditions. These turning movement counts should typically be conducted during the weekday (Tuesday through Thursday)

between 7:00 a.m. – 9:00 a.m. and 4:00 p.m. – 6:00 p.m. and for other periods depending upon the proposed and/or surrounding land uses. Historical turning movement counts may be used if the data is not more than 12 months old at the time the TIS is deemed complete for review. Historical counts shall be factored accordingly to meet the existing traffic conditions. In high traffic locations where congestion is present or traffic peaks early or late, extended or altered count periods may be required.

7.7 TRIP GENERATION FOR THE PROPOSED DEVELOPMENT

To determine the impacts of a proposed development on the surrounding transportation network, the trip generation characteristics of that development must be estimated. Trip generation characteristics should be obtained from one of the following acceptable sources:

- Institute of Transportation Engineers (ITE) *Trip Generation* (latest edition).
- Specific trip generation studies that have been conducted for the particular land use for the purposes of estimating peak hour trip generating characteristics, subject to approval by the City Engineer prior to their inclusion in the transportation impact analysis.

In addition to new site generated trips, several land uses typically generate additional trips that are not added to the adjacent traffic network. These trips include pass-by trips and internal trips and are considered to be separate from the total number of new trips generated by the proposed development. The procedures listed in the (ITE) *Trip Generation Handbook* should be used *where appropriate* (emphasis added) to account for pass-by trips and internal trips. The applicant's engineer shall not use any pass-by or internal trip reductions with prior approval of the method or data sources by the City Engineer.

Special Attention Items

The ITE *Trip Generation Handbook* maintains limited data regarding pass-by, diverted-linked, and internal shared trip-making characteristics. Professional judgment needs to be used in applying this data. For example, it is not appropriate to apply PM peak hour pass-by percentages to AM or daily periods where AM and daily percentages do not exist. Also, ITE's internal shared trip characteristics are based on a limited number of studies from the early 1990's in Florida. These sites included a mix of commercial, residential, retail, and other uses. For developments that contain only one or two of these uses, a maximum shared trip reduction of five (5) percent will be allowed without appropriate justification and supporting data from the applicant.

The ITE *Trip Generation Handbook* outlines specific guidelines for use of weighted average trip rates versus regression equations. These guidelines shall be followed unless the applicant provides valid justification for deviation.

7.8 TRIP DISTRIBUTION AND ASSIGNMENT

Estimated site generated traffic for the proposed development should be distributed and assigned to the existing or proposed arterial and collector street network. Trip distribution methods should be based on a reasonable assumption of local travel patterns and the locations of off-site origin/destination points within the site vicinity. Acceptable trip distribution methods should be based on one or more of the following procedures:

- A select zone analysis of the proposed site can be obtained from METRO's regional planning model. When using the regional planning model for distribution purposes, the engineer preparing the TIS should make sure that the model assumes the proper existing and future year land use and zoning designations and that he/she understands model load points (centroid).

- connectors). The applicant should also be aware that Metro's model is a regional model and that professional judgement must be applied when using it for specific developments.
- An analysis of local traffic patterns and intersection turning movement counts can be used as long as the data has been gathered within the previous twelve months.
- A detailed market study specific to the proposed development and surrounding land uses may be used to determine the specific influence area. Site generated traffic within the identified influence area should be distributed based on principles and concepts associated with the gravity model theory. Note that if a market study is to be used as a basis for trip distribution, the entire market study must be made available to the City and it shall become part of the public record and, as such, any client confidentiality is lost.

Special Attention Items

In the case of retail developments, the applicant shall clearly distinguish between pass-by and non-pass-by trips to allow the reviewer to understand how the pass-by trips were accounted for and applied throughout the study area. The treatment of pass-by trips at the site entrance may be most easily addressed through separate figures depicting the total site trips and the individual pass-by and non-pass-by components.

7.9 INTERSECTION OPERATIONAL STANDARDS

To assess the impacts of the proposed land use action on the transportation system, the TIS shall compare the existing, background, and full buildout intersection traffic volumes to the minimum intersection operational standards.

The City of Oregon City evaluates intersection operational performance based on the volume-to-capacity ratio (v/c) or the Level of Service (LOS) as defined in the *Highway Capacity Manual (HCM)* published by the Transportation Research Board depending on the specifics of the intersection and location.

~~LOS calculations for signalized intersections are based on the average control delay per vehicle, while LOS calculations for unsignalized intersections are based on the average control delay and volume-to-capacity (v/c) ratio for the worst or critical movement.~~ All LOS definitions should be consistent with the most recent version of the *HCM*. The v/c ratio used by Oregon City is based on the Oregon Department of Transportation's Analysis Procedures Manual.

7.9.1 Intersection Level of Service Standards

The City of Oregon City requires all intersections within the study area to maintain an acceptable level of service (LOS) performance upon full buildout of the proposed land use action as defined below.

~~Oregon City's minimum acceptable Level of Service (LOS) is defined as follows for signalized intersections in the city that are located outside the Regional Center (Downtown Community Plan) boundaries:~~

~~LOS "D" or better for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of critical movements.~~

~~For signalized intersections within the Regional Center boundaries, the following minimum LOS standards will be allowed:~~

~~LOS "D" can be exceeded during the AM and PM peak hour; however, during the second hour of each two hour peak period, LOS "D" or better will be required for the~~

~~intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.~~

~~Oregon City's minimum acceptable LOS is defined as follows for unsignalized intersections throughout the city:~~

~~LOS "E" or better for the poorest operating approach and with no movement serving more than 20 peak hour vehicles operating at worse than LOS "E." In other words, LOS "F" will be tolerated for minor movements during a peak hour.~~

~~The Regional Transportation Plan (RTP) recognizes that congestion will occur more readily within regional centers. Policy 13.0 and Table 1.2 of the 2000 RTP establish motor vehicle LOS policy and Regional Motor Vehicle Performance Measures for regional facilities. These measures are applicable at a planning level and the LOS values are calculated on a link basis using the volume to capacity ratio for a given link or segment. Intersection analysis and improvements also generally fall outside of the RTP, and capacity improvements recommended in the RTP generally apply to links in the regional system, not intersections.~~

~~However, to be consistent with RTP policy for accepting some limited congestion in regional centers, the City will allow reduced standards solely for the first peak hour. For signalized intersections within the Regional Center boundaries, the following minimum LOS standards will be allowed:~~

~~LOS "D" can be exceeded during the peak hour; however, during the second peak hour, LOS "D" or better will be required as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0.~~

~~When approving land use actions, the City of Oregon City requires all relevant intersections to be maintained at the above LOS upon full build-out of the proposed land use action.~~

~~Development shall demonstrate compliance with intersection mobility standards. When evaluating the performance of the transportation system, the city of Oregon City requires all intersections, except for the facilities identified in subsection E below, to be maintained at or below the following -mobility -standards -during the two-hour peak operating conditions. The first hour has the highest weekday traffic volumes and the second hour is the next highest hour before or after the first hour. Except as provided otherwise below, this may require the installation of -mobility -improvements as set forth in the transportation system plan (TSP) or as otherwise identified by the city engineer.~~

~~—A.~~

~~A. For intersections within the regional center, the following mobility standards apply:~~

~~—1.~~

1. During the first hour, a maximum v/c ratio of 1.10 shall be maintained. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.

2.

2. During the second hour, a maximum v/c ratio of 0.99 shall be maintained at signalized intersections. For signalized intersections, this standard -applies to the intersection as a whole. For unsignalized intersections, this standard -applies to movements on the major street. There is no performance standard for the minor street approaches.

3.

3. Intersections located on the regional center boundary shall be considered within the regional center.

B.

B. For intersections outside of the regional center but designated on the arterial and throughway network, as defined in the regional transportation plan, the following mobility standards -apply:

1.

1. During the first hour, a maximum v/c ratio of 0.99 shall be maintained. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.

2.

2. During the second hour, a maximum v/c ratio of 0.99 shall be maintained at signalized intersections. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.

C.

C. For intersections outside the boundaries of the regional center and not designated on the arterial and throughway network, as defined in the regional transportation plan, the following mobility standards apply:

1.

1. For signalized intersections:

a.

a. During the first hour, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.

b.

b. During the second hour, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.

—2.

2. For unsignalized intersections outside of the boundaries of the regional center:

—a.

a. For unsignalized intersections, during the peak hour, all movements serving more than twenty vehicles shall be maintained at LOS "E" or better. LOS "F" will be tolerated at movements serving no more than twenty vehicles during the peak hour.

—D.

D. For the intersection of OR 213 and Beaver Creek Road, the following mobility standards apply:

—1.

1. During the first, second and third hours, a maximum v/c ratio of 1.00 shall be maintained. Calculation of the maximum v/c ratio will be based on an average annual weekday peak hour.

—E.

E. Until the city adopts new performance measures that identify alternative mobility targets, the city shall exempt proposed development that is permitted, either conditionally, outright, or through detailed development master plan approval, from compliance with the above-referenced mobility standards for the following state-owned facilities:

I-205/OR 99E Interchange.

State intersections located within or on the regional center boundaries.

—1.

1. In the case of conceptual development approval for a master plan that impacts the above references intersections:

—a.

a. The form of mitigation will be determined at the time of the detailed development plan review for subsequent phases utilizing the code in place at the time the detailed development plan is submitted; and

—b.

b. Only those trips approved by a detailed development plan review are vested.

—2.

2. Development which does not comply with the mobility standards for the intersections identified in OCMC -16.12.033 shall provide for the improvements identified in the transportation system plan (TSP) in an effort to improve intersection mobility as necessary to

offset the impact caused by development. Where required by other provisions of the code, the applicant shall provide a traffic impact study that includes an assessment of the development's impact on the intersections identified in this exemption and shall construct the intersection improvements listed in the TSP or required by the code.

7.9.2 Intersection Design Features and Queuing Calculations

The TIS shall contain sufficient data and information derived from the traffic analysis to provide the roadway/intersection designer and City staff with information on which to assess intersection design features such as the length of storage required for lanes on each approach.

Queue lengths shall be calculated for each lane of all approaches to signalized intersections for the 95th percentile queue. Queue lengths shall also be calculated for unsignalized locations, such as site driveways, where standing queues can interfere with other movements, especially if such interference can contribute to safety problems. Appropriate analysis methods should be used that account for the actual arrivals of vehicles at an intersection.

Special Attention Items

The applicant's engineer shall use professional judgment in selecting the appropriate analysis tools and methods for evaluation of intersection operations. The HCM, for example, states "The [HCM] methodology does not take into account the potential impact of downstream congestion on intersection operation. Nor does the methodology detect and adjust for the impacts of turn-pocket overflows on through traffic and intersection operation." If these conditions are present or can reasonably be expected to exist as a result of the proposed development, the applicant's engineer shall supplement his/her initial analysis with other analysis tools and methods that account for such conditions.

The applicant's engineer also must use reasonable signal timing and consider corridor timing plans where appropriate.

When calculating queues, Poisson distribution may be used for locations subject to random arrivals. Other analysis methods shall be used where signal systems cause different arrival patterns and when congestion causes accumulation from one cycle to the next. Queue lengths shall be based on average vehicle length of twenty-five (25) feet, or longer where appropriate.

7.10 ACCESS SPACING STANDARDS

Access locations on roadway sections must be located to ensure safe and efficient travel along a transportation facility to limit potential conflicting turning movements, weaving maneuvers over short distances, and congestion along facilities. Access management standards vary depending upon the functional classification and purpose on a given roadway. Roadways in the upper echelon of the functional classification system (i.e. arterials) tend to have stringent spacing standards, while facilities ranked lower in the functional classification system allow more closely spaced accesses.

The applicant shall use the standards in ~~OCMC 16.12 Section 2.2—Access Management Standards of Oregon City's Design Standards Manual~~ and discuss whether the following standards are met through their proposed development:

- Minimum city street intersection spacing (the distance between adjacent intersections),
- Minimum private access spacing (the distance between adjacent driveways and between driveways and street intersections),
- Minimum traffic signal spacing (the distance between adjacent signalized intersections),
- Minimum ~~private access~~ driveway widths (the ~~measurement of the~~ individual driveway surface)

Exception Process:

In cases where physical constraints or unique site characteristics limit the ability for the above access spacing standards to be met, the City decision maker may grant an access spacing exception. Typically, access exceptions are available only for a parcel whose roadway frontage, topography, or location would otherwise preclude issuance of a conforming permit and the parcel would either have no reasonable access or cannot otherwise obtain reasonable alternate access to the public road system. However, if the limitation or condition is one that the applicant or owner has contributed to by any previous subdivision of property, sale, building activity, or site development, the limitation or condition shall not constitute a basis for an access exception. Note also that the City may choose to prohibit some movements (e.g. left turns) at the site access location, especially if such access is in a location where an access exception is needed.

When an exception is required, the transportation impact analysis must show that the new access will not adversely impact the existing transportation system. A high burden is placed on the applicant and his/her engineer to prove that the system will not be adversely impacted and that public safety will ~~not~~ be compromised.

7.11 SIGHT DISTANCE

For all new proposed site driveways and public street intersections, an evaluation of stopping sight distance (SSD) and intersection sight distance (ISD) shall be conducted consistent with procedures outlined in the current version of the AASHTO *Policy on Geometric Design of Highways and Streets*. At the discretion of the City Engineer, the applicant may be exempted from a need to assess sight distance.

The City standard for new driveways and intersections requires that ISD meet the minimum distance specified in AASHTO. The applicant may apply for a design exception allowing a driveway or intersection that meets SSD rather than ISD. A high burden is placed on the applicant and his/her engineer to prove that the system will not be adversely impacted and that public safety will not be compromised. The City Engineer may grant a design exception if the following conditions are ~~met~~:

- ~~1. 1) The~~ intersection or driveway is proposed to intersect with a local or neighborhood collector street (not a major collector or arterial street), and
- ~~2. 2) The~~ approach is forecast to serve fewer than forty (40) vehicles per day, and
- ~~3. 3) The~~ intersection will not adversely impact the existing transportation system.

The City Engineer may also grant a design exception if the intersection is forecast to serve less than 100 vehicles per day for a period of not more than twenty-four (24) months. Should the City Engineer choose to grant a design exception, he/she may place additional conditions on the applicant, such as, but not limited to placement of warning signs or the use of flaggers for manual traffic control as prescribed by

the *Manual on Uniform Traffic Control Devices* (MUTCD).

Special Attention Items

Under AASHTO procedures, intersection sight distance is evaluated based on the roadway design speed – not the roadway posted speed. Where design speed is not known, it shall be estimated using procedures outlined in the AASHTO *Policy on Geometric Design of Highways and Streets*. This generally results in a design speed anywhere from 5 to 10 mph above prevailing posted speed.

7.12 CRASH HISTORY

Within the study area for each TIS, a crash history evaluation shall be conducted for the most recent ~~four~~three-year period. The intent of the evaluation is to identify any apparent trends in the ~~data~~ that reflect a safety issue that may be exacerbated by the proposed development and to identify mitigation to resolve the issue(s). At a minimum, the analysis shall summarize the number of crashes per year ~~by~~ type and severity. Intersection crash rates shall be calculated and evaluated. The engineer shall assess the overall results of the safety analysis.

7.13 SAFE ROUTES TO SCHOOL

For proposed residential developments, the TIS shall include a brief discussion of routes to the nearest schools. The applicant shall identify the primary walking/biking route between the proposed development and the nearest elementary, middle, and high school. Specifically, the applicant shall describe the general bicycle and pedestrian environment between the proposed development and each school, including the presence and condition of pedestrian and bicycle facilities and the roadway environment (speed, lanes, etc.) along the routes. This section requires applicants to address the special need to link residential areas to area schools.

7.14 WARRANTS (TURN LANE, TRAFFIC CONTROL)

The following section provides guidance on evaluating turn lane and traffic signal warrants.

7.14.1 Traffic Control Warrants

An evaluation of traffic signal warrants shall be conducted for all unsignalized study area intersections where any approach is shown to operate at LOS E or worse under existing, background, or total traffic conditions. Signal warrant analysis shall be conducted in accordance with the current version of the *Manual on Uniform Traffic Control Devices for Streets and Highways* (MUTCD).

Warrants to evaluate conversions between yield control, two-way STOP control, and multi-way- STOP control shall, as deemed necessary by the applicant's traffic engineer, comply with the MUTCD.

Special Attention Items

The reduction of minor street right turns is an important factor in evaluating traffic signal warrants and care must be taken to ensure the practice is not overlooked or improperly applied as it can affect warrant determinations. Both the MUTCD and the National Cooperative Highway Research Program (NCHRP) Report 457- *Evaluating Intersection Improvements: An Engineering Study Guide*, 2001 offer detailed discussions of the proper methods to address right turn reductions.

For state highways, ODOT's Transportation Planning Analysis Unit maintains specific guidelines regarding right turn reductions that shall be applied to highway intersections. Other methods such as delay-based reduction methods may be considered if reasonably explained and justified by the applicant.

The construction of a lane to accommodate right turns shall be considered as a mitigation measure before or in addition to the analysis of traffic signal warrants for the installation of a traffic signal.

Note that Warrant 3, Peak Hour according to the MUTCD "shall be applied only in unusual cases." The burden of proof is on the applicant that the case is truly unusual. The applicant must evaluate the conditions using other warrants before attempting to justify the use of the Peak Hour warrant.

7.14.2 Turn Lane Warrants

The provision of dedicated left- and right-turn lanes on the major approach to an unsignalized intersection can significantly improve operations and safety at an intersection. The provision of a second lane on minor street approaches at unsignalized intersections can significantly reduce side street delay for right-turning motorists.

The applicant's engineer shall exercise professional judgement in evaluating the need for, and benefits of, providing dedicated left-turn and right-turn lanes. Documentation of the engineer's analysis of turn lanes shall be provided in the TIS.

The following is a non-exclusive list of conditions where an evaluation of turn lanes is appropriate:

- When no lane is currently provided for left turns and when left turn movements from the -major street are predicted to increase because of the proposed development. This is especially appropriate when a turn lane is included as part of the standard cross-section for a street of -this classification in the *Transportation System Plan*.
- When an intersection has a crash rate above 1.0 crashes per million entering vehicles and includes crash types subject to improvement from a turn lane.
- When the speed and volume of through traffic and increases predicted in right turn volumes raise concerns in the engineer's professional judgment about safety or about impeding- through traffic.
- When only a single lane is provided for minor street approaches and the approach LOS is calculated to be "E" or worse.

The following are some of the references that should be considered by the applicant's engineer.

- **State Highways** – The Oregon Department of Transportation (ODOT) maintains criteria that shall be used for evaluating development of left- and right-turn lanes along state highways at Unsignalized Grade Intersections.
- **Local Streets** – Much of the published information regarding warrant criteria are centered on highway facilities and practitioners have therefore applied these criteria to local streets. The applicant shall refer to pages 686-89 of the 2001 *AASHTO Policy on Geometric Design of Highways and Streets* when evaluating turn lane warrants. Specifically, the applicant shall –draw

- from other sources [see sources 2, 11, 12, and 13] cited by AASHTO. This criteria shall be updated coinciding with future revisions to the AASHTO *Policy*. An additional resource not cited by AASHTO is the National Cooperative Highway Research Program (NCHRP) Report 457-*Evaluating Intersection Improvements: An Engineering Study Guide*, 2001.

8.0 COMMON ERRORS AND OMISSIONS

The following are some common errors and omissions-. Special care should be taken to address these items that are part of the TIS requirements identified herein.

- Failure to include a crash analysis.
- Failure to conduct a warrant analysis or incorrect methods, particularly a failure to account for right turns from minor streets.
- Failure to address access spacing.
- Lack of discussion of observed traffic flow.
- Failure to address intersection and/or stopping sight distance.
- Failure to discuss bicycle, pedestrian and transit facilities.
- Failure to present justification for some assumptions.
- Failure to account for downstream congestion, turn-pocket overflow, or signal timing of adjacent traffic signals (particularly with regard to the selection of software analysis tools)
- Use of unrealistic signal timing
- Use of inappropriate tools and assumptions for calculation of queues.

9.0 TIS CHECKLIST

All TISs submitted to the City of Oregon City must include the City's *Transportation Impact Study Checklist*. This checklist, presented on the following page, is designed to help the applicant address the City's requirements and to help the City staff determine whether it is complete as specified in Section 4.3.

The completed and signed checklist shall be incorporated into the bound TIS following the inside cover page and preceding the Table of Contents.

TRANSPORTATION IMPACT STUDY CHECKLIST

Project Name: _____

City Reference Code: _____

Provided? Yes No Page No. Study Required Comment: _____ Date: _____

BACKGROUND INFORMATION

Yes No _____ Oregon PE Stamp and Signature

INTRODUCTION AND SUMMARY

Yes No _____

EXISTING CONDITIONS

Yes No _____ Roadway Network - summary of roadway classifications, lanes, speeds, transit service and facilities, alternative mode service and facilities (e.g., sidewalks, bike lanes, crosswalks) and description of study area

Yes No _____ Analysis Periods Correct (☐ AM, ☐ Mid-day, ☐ PM ☐ Afternoon, _____ Saturday _____,

Yes No _____ Existing Traffic Operations (Existing LOS, traffic volumes (new counts _____), speeds _____, crash data _____)

IMPACTS

Yes No _____ Trip Generation - Daily, peak hour trips generated by site development

Yes No _____ Level of Service Analysis -projected LOS with site build out, existing, and background traffic growth

Yes No _____ Future year 20-year analysis required for zone change or conditional use

Yes No _____ Signal Warrant Analysis

Yes No _____ Turn Lane Warrant Analysis

Yes No _____ Access Spacing Standards

Yes No _____ Analysis of intersection and stopping sight distance at frontage road access point(s)

Yes No _____ Identify safe route to school or school bus stop (Contact with school district)

Yes No _____ Analysis of safe pedestrian/bicycle access to nearest transit stop (if within 1/2 mile of project site)

Yes No _____ Identify accessibility to public transit

Yes No _____ Account for planned roadway improvements at future build year ☐ and 20-year horizon

MITIGATION

Yes No _____ Identify need for right/left turn lanes, storage capacity and length

Yes No _____ Identify possible corrections of any LOS deficiencies

Yes No _____ Identify any access deficiencies (including transit/pedestrian/bicycle connections)

Yes No _____ Identify any TDM measures

FIGURES

Yes No _____ Vicinity Map

Yes No _____ Site Plan

Yes No _____ Existing peak hour turn movement volumes (counts conducted within previous 12 months)

Yes No _____ Trip Distribution (%) including Added Project Peak Hour Traffic Volumes (see sample)

Yes No _____ Approved Projects Peak Hour Traffic Volumes (see sample)

Yes No _____ Programmed transportation improvements and transportation mitigation outlined in study

TABLES

Yes No _____ Intersection Performance Existing Conditions

Yes No _____ Project Trip Generation

Yes No _____ Intersection Level of Service

OTHER

Yes No _____ Technical appendix - sufficient material to convey complete understanding of traffic issues (e.g. HCM or similar analyses, trip generation calculations, signal warrant analyses, turn lane warrant analyses, queuing calculations, signal timing sheets, traffic counts, etc.)

Completed By: _____

[SEAL]

Date: _____

Summary of Proposed Draft Amendments to the Guidelines for Traffic Impact Analyses

For City Commission – 12.02.20 Draft

This is a summary. Please notify staff of any errors or omissions.

Page Number / Section	Summary	Explanation
Cover Sheet		
Page 1	Added original adoption date and new revision date.	This is a date change to show the most recent version of the guideline
1.1 Transportation Planning and Transportation Impact Analyses		
Page 2	Added the acronym TIA	TIA is the acronym for Traffic Impact Analyses and is a commonly used expression
Page 2	Added a statement about what transportation facilities are defined as.	This summarizes for applicants the entire list of modes of transportation that should be considered.
Page 2	Changed the Transportation System Plan (TSP) Goals. Expected growth from the TSP is through 2035.	Goals changed from 2001 to 2013. Updated the expected growth year.
Page 3	Added a statement on what to do when conflicts occur with other documents. Deleted general potential conflicts with OCMC	Allows OCMC to govern if/when a conflict exists rather than trying to list potential conflicts.
1.3 The Level of Analysis and Documentation		
Page 4	Adjusted reference of code.	Code reference has changed.
2.2 Content of Transportation Impact Analyses Generally		
Page 4-5	Added that the impacts are “multi” modal. Added that mobility standards shall be addressed. Added the TSP projects should be addressed. Added that phasing should be addressed.	These additions were items that have been regularly required by the City’s traffic consultant but were not listed within this document.
2.4 Responsibilities and Authority for the City		
Page 5	Added designated City staff and City consultant as authority persons for review using the document	This reflects current practices.
3.0 Transportation Impact Analysis Documents		
Page 5	Added ADUs, lot line adjustments and right of way permits as exempt from completing a Traffic Impact Analysis. Some clarification wording was also added.	The items of exemption have historically been exempted, but were not stated in the document. Cleaned up some wording for clarification.

3.1 Determining the Required Level of Transportation Analysis and Documentation		
Page 6	Changed multi-family review requirement to 42 or fewer units.	This has been changed to be in compliance with industry standards.
Page 6	Changed LOS to Mobility	This change was made to reflect what we now called Level of Service (LOS) standards which is Mobility Standards.
4.3 Completeness Review		
Page 8	Defined that incompleteness will result if no TIS or TAL is received as part of the application. Defined what completeness is.	This is the current process. This was provided for clarification.
5.0 Transportation Analysis Letter Contents		
Page 9	Added that all engineers preparing TALs should be registered in the State of Oregon	Provides clarification
Page 9	Added requirement to show driveway spacing.	Enhances study to capture all possible traffic conflicts and align with City Code
Page 9	Added requirement for driveway width	Enhances study to capture all possible traffic conflicts and align with City Code
Page 9	Added requirement to consider sight obstructions	Enhances study to capture all possible traffic conflicts and align with City Code
Page 9	Added requirement to address safety issues	Enhances study to capture all possible traffic conflicts and align with City Code
6.0 Transportation Impact Study Contents		
Page 9	Removed requirement to use a checklist	Current practice only recommends, does not require
Page 10	Added clarification language to existing conditions criteria	Based on current practice
Page 10	Added a reference of mobility standards to item 6	Mobility standards were added to the code since the creation of this guideline.
Page 11	Add an intersection analysis of roundabout vs. traffic signal	The TSP suggests intersection improvements but analysis has not been completed to determine the best solution for an intersection improvement
7.1 Preparer Qualifications		
Page 12	Required the preparer by a Professional Engineer registered in the State of Oregon	Creates consistency within document
7.2 TIS Study Area		
Page 12	Better defined the study area	Clarified the study area

7.9 Intersection Operational Standards		
Page 17	Clarifies situational standards as well as references the ODOT standard	Provides clarification
7.9.1. Intersection Level of Service Standards		
Pages 17-22	Replaced existing guideline with the most recently adopted Mobility Standards, line for line	Updates the guideline to current standards
7.10 Access Spacing Standards		
Page 23	Changed reference to City Code 16.12	Updates guideline to current reference and standard
7.12 Crash History		
Page 25	Changed crash history data to a four year period from a three year period	Updates to current industry standard
9.0 TIS Checklist		
End of document	Removed requirement to use a checklist	Updates to current practices

This is a summary. Please notify staff of any errors or omissions. Please refer to complete code amendment chapters for all changes.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/02/2020

SUBJECT:

Resolution No. 20-38, Authorizing the Nomination of the Oregon City Traffic Signal Upgrades Project for the 2020 All Roads Transportation Safety Grant Program

STAFF RECOMMENDATION:

Approve Resolution No. 20-38, authorizing staff to apply for the All Roads Transportation Safety (ARTS) Grant program for the Oregon City Traffic Signal Upgrades Project.

EXECUTIVE SUMMARY:

Staff is seeking City Commission approval of Resolution No. 20-38 in support for a grant application for the ARTS grant program for the Oregon City Traffic Signal Upgrades.

BACKGROUND:

The Oregon Department of Transportation (ODOT) is soliciting applications for the All Roads Transportation Safety (ARTS) grant program for projects to be delivered in FY 2025-2027. The ARTS program is a competitive program with a focus on implementation of cost-effective and proven safety countermeasures. The primary objective of the ARTS Program is to use a data-driven approach to select the best projects to reduce fatalities and serious injuries on all public roads in the state.

Oregon City currently owns 26 signalized intersections. Many traffic signal projects and upgrades are currently underway or planned, including:

- Molalla Avenue Streetscape Project (underway) – full replacement of the Gaffney Lane and Clairmont Way traffic signals, and installation of a new traffic signal at Fir Street.
- 2018 Beavercreek Road ARTS Grant (planned in 2021/2022) – this project will upgrade controllers, software, hardware, and add reflectorized backplates at 7

traffic signals along the Beavercreek Road Corridor. This project will also include installation of fiber interconnect along the corridor.

- Transportation System Management & Operations (TSMO) Grant – upgrading all remaining traffic signal controllers and software not already updated or planned to be updated.

Staff is currently working on a 2020 Oregon City Traffic Signal Updates ARTS grant application which is likely to include the following improvements and upgrades at 13 traffic signals:

- Reflectorized backplates at 12 intersections, one of the intersections in the application already has reflectorized backplates.
- Conversion of our last remaining doghouse style signal head to a standard traffic signal head.
- Replacement of the existing Walk/Don't Walk style pedestrian heads with Pedestrian Countdown Timers at 7 intersections.
- Conversion of one intersection from Permissive to Flashing Yellow Arrow.

Staff is still refining the final application, working to include the appropriate improvements and upgrades as well as balancing the cost of the project to create a project that will be competitive. As such, staff is requesting authorization to apply for an ARTS grant in an amount not to exceed \$900,000 where the City would be required to provide a local match of 7.78% (maximum of \$70,020) from the Transportation Fund. If awarded the grant, our local match would be allocated in a future budget.

OPTIONS:

1. Approve Resolution No. 20-38.
2. Approve Resolution No. 20-38 with specific modifications.
3. Deny Resolution No. 20-38.

BUDGET IMPACT:

Amount: \$70,020

FY(s): FY 2025-2027

Funding Source(s): Transportation Fund

RESOLUTION NO. 20-38

A RESOLUTION AUTHORIZING THE NOMINATION OF THE OREGON CITY TRAFFIC SIGNAL UPGRADES FOR THE 2020 ALL ROADS TRANSPORTATION SAFETY GRANT PROGRAM

WHEREAS, Oregon Department of Transportation is soliciting projects for the 2020 All Roads Transportation Safety (ARTS) Grant Program; and

WHEREAS, the ARTS program is a competitive program with a focus on implementation of cost-effective and proven safety countermeasures; and

WHEREAS, the primary objective of the ARTS Program is to use a data driven approach to select the best projects to reduce fatalities and serious injuries on all public roads in the state; and

WHEREAS, a review of the crash data in Oregon City identified engineering opportunities to reduce fatalities and serious injury accidents at our signalized intersections; and

WHEREAS, the City desires to participate in the program and will commit to provide the indicated match should the project be awarded the requested grant funds; and

WHEREAS, we are pleased to support the City's application for the 2020 All Roads Transportation Safety (ARTS) Grant for the Oregon City Traffic Signal Upgrades Project.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. Staff is authorized to submit to Oregon Department of Transportation an application for the 2020 All Roads Transportation Safety Grant Program for the Oregon City Traffic Signal Upgrades Project.

Section 2. This resolution becomes effective upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 2nd day of December, 2020.

DAN HOLLADAY, Mayor

Attested to this 2nd day of December 2020:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

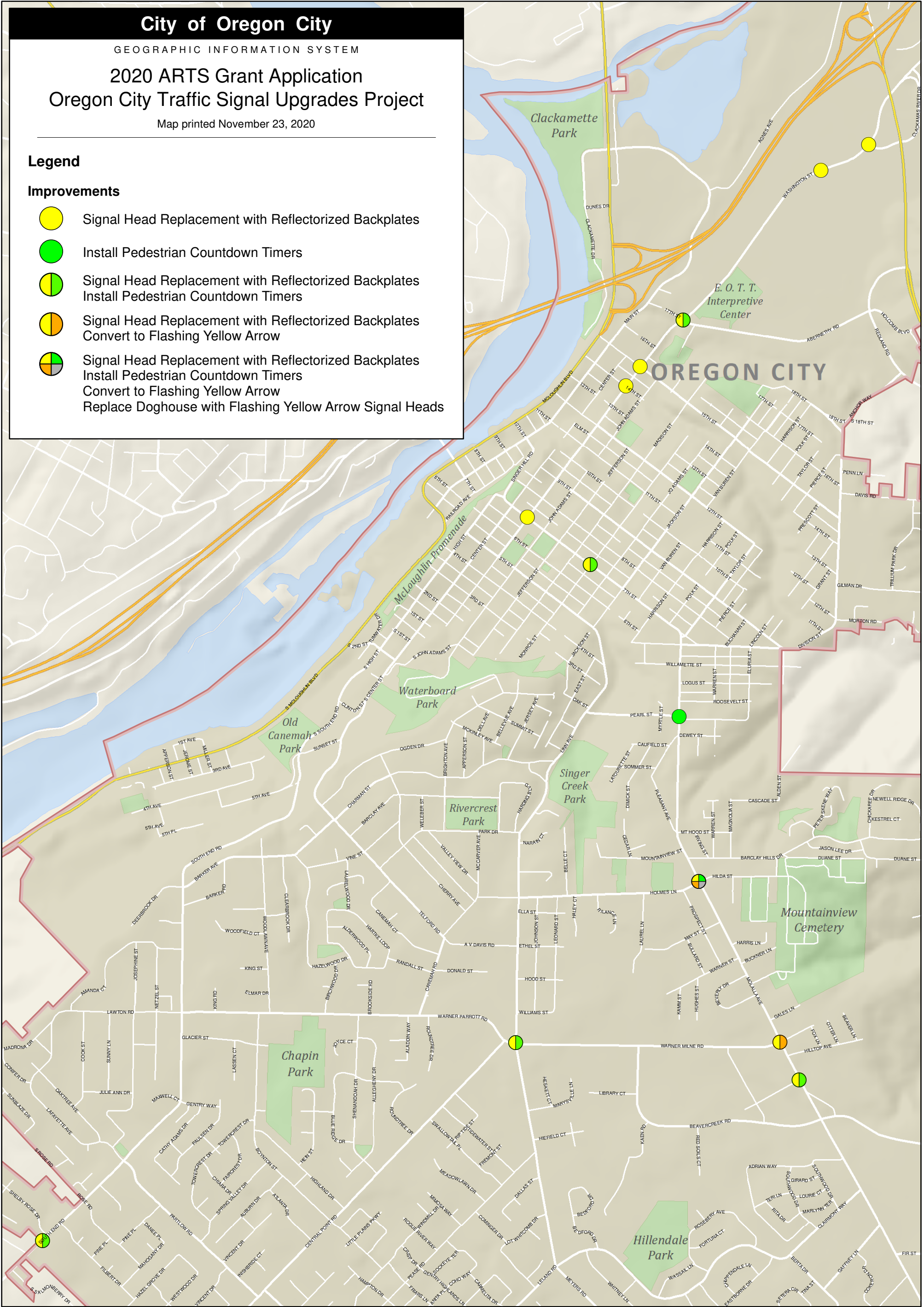
2020 ARTS Grant Application
Oregon City Traffic Signal Upgrades Project

Map printed November 23, 2020

Legend

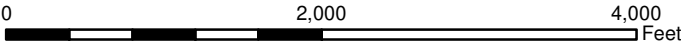
Improvements

-  Signal Head Replacement with Reflectorized Backplates
-  Install Pedestrian Countdown Timers
-  Signal Head Replacement with Reflectorized Backplates
Install Pedestrian Countdown Timers
-  Signal Head Replacement with Reflectorized Backplates
Convert to Flashing Yellow Arrow
-  Signal Head Replacement with Reflectorized Backplates
Install Pedestrian Countdown Timers
Convert to Flashing Yellow Arrow
Replace Doghouse with Flashing Yellow Arrow Signal Heads



PRELIMINARY

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, or surveying purposes. Notification of any errors is appreciated.



City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
503-657-0891 phone
503-657-6629 fax
www.orcity.org



Please recycle with colored office grade paper.

Plot date: November 23, 2020
Map name: 2020 ARTS Grant App OC Traffic Signals.mxd
Plot name: 2020 ARTS Grant App OC Traffic Signals - 20201123.pdf



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: City Recorder Kattie Riggs

Agenda Date: 12/02/2020

SUBJECT:

Resolution No. 20-39, Certifying the Election Results for the November 3, 2020 General Election

STAFF RECOMMENDATION:

Staff recommends the City Commission approve Resolution No. 20-39, Certifying the Election Results for the November 3, 2020 General Election and accept the Canvass of Votes for City Commissioner Positions No. 2 and 3, and ballot measure 3-562 as provided by Clackamas County Clerk - Elections Division.

EXECUTIVE SUMMARY:

There was a General Election held on November 3, 2020. The certified results were received from Clackamas County – Elections Division on Monday, November 23, 2020. The Commission is now added to certify those results and make them apart of their proceedings through this resolution.

BACKGROUND:

On Tuesday, November 3, 2020, Oregon City voters cast votes for City Commissioner Positions No. 2 and 3, and ballot measure 3-562. The Oregon City Charter of 1982, Chapter 6, Elections, Section 27, Canvass of Returns, states in part the following:

"...The results of all elections shall be entered into the record of the proceedings of the Commission. The entry shall state the total number of votes cast at the election, the votes cast for each person and for and against each proposition..."

On the December 2, 2020 City Commission agenda is the Canvass of Votes as prepared by the Office of the Clackamas County Clerk - Elections Division and which is on file with the City Recorder. The Canvass shows the following outcome of votes for the City Commissioner races, along with the ballot measure.

City Commissioner Position No. 2	
Dave Hayden	6,228
Denyse McGriff	9,976
City Commissioner Position No. 3	
Jeff Akin	6,924
Frank O'Donnell	8,652
Measure No. 3-562, Authorize the Underground Placement of a Wastewater Pipeline in Jon Storm Park by Clackamas Water Environment Services	
YES	13,634
NO	5,506

OPTIONS:

1. Approve Resolution No. 20-39.
2. Deny Resolution No. 20-39 and provide staff direction.

RESOLUTION NO. 20-39

A RESOLUTION CERTIFYING THE RESULTS OF THE NOVEMBER 3, 2020 GENERAL ELECTION FOR THE CITY OF OREGON CITY

WHEREAS, Chapter VI, Section 27 of the Oregon City Charter requires election results to be made a matter of record in the proceedings of the City Commission; and

WHEREAS, the election results from the November 3, 2020 General Election have been certified by the Office of the Clackamas County Clerk Elections Division.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The certified election results attached incorporated herein as “Exhibit A” and are hereby made a part of the record of proceedings of the City Commission.

Section 2. This resolution is effective immediately upon adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 2nd day of December 2020.

DAN HOLLADAY, Mayor

Attested to this 2nd day of December 2020:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

11/3/2020

Page 101

Precincts Reporting

117 of 117 = 100.00%

er, Position 2 - Vote for one

	Dave Hayden	Miscellaneous Write-Ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
	1,357	41	4,039	1,236	0	5,275	5,275	6,618	79.71%
	1,972	32	5,135	1,681	0	6,816	6,816	8,411	81.04%
	76	2	199	78	0	277	277	303	91.42%
	730	18	1,875	745	0	2,620	2,620	3,248	80.67%
	1,594	24	3,891	1,115	0	5,006	5,006	5,719	87.53%
	499	9	1,191	405	0	1,596	1,596	2,075	76.92%
	6,228	126	16,330	5,260	0	21,590	21,590	26,374	81.86%



**CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK**

BY:

11/3/2020

Page 102

Precincts Reporting

117 of 117 = 100.00%

er, Position 3 - Vote for one

	Frank O'Donnell	Miscellaneous Write-Ins (W)	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
2	2,043	43	3,838	1,436	1	5,275	5,275	6,618	79.71%
8	2,743	22	4,953	1,863	0	6,816	6,816	8,411	81.04%
3	116	2	191	86	0	277	277	303	91.42%
3	967	16	1,806	814	0	2,620	2,620	3,248	80.67%
5	2,139	23	3,747	1,259	0	5,006	5,006	5,719	87.53%
3	644	9	1,156	440	0	1,596	1,596	2,075	76.92%
4	8,652	115	15,691	5,898	1	21,590	21,590	26,374	81.86%



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SHERRY HALL, COUNTY CLERK

BY: Sherry Hall

11/3/2020
Page 167

Precincts Reporting
117 of 117 = 100.00%

City

	No	Cast Votes	Undervotes	Overvotes	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
9	1,271	4,670	605	0	5,275	5,275	6,618	79.71%
6	1,788	6,044	772	0	6,816	6,816	8,411	81.04%
5	73	248	29	0	277	277	303	91.42%
6	671	2,287	333	0	2,620	2,620	3,248	80.67%
8	1,276	4,504	501	1	5,006	5,006	5,719	87.53%
0	427	1,387	209	0	1,596	1,596	2,075	76.92%
4	5,506	19,140	2,449	1	21,590	21,590	26,374	81.86%



CERTIFIED COPY OF THE ORIGINAL
SHERRY HALL, COUNTY CLERK

BY:



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/02/2020

SUBJECT:

Award of Contract with Landis & Landis Construction, LLC. for the Construction of the Gaffney Lane Street Widening Project

STAFF RECOMMENDATION:

Authorize the City Manager to execute a contract with Landis & Landis Construction, LLC in the amount of \$347,937.00 for the Gaffney Lane Street Widening Project (CI 15-008).

EXECUTIVE SUMMARY:

The Gaffney Lane Street Widening Project was advertised for bid on October 30, 2020. Fifteen different bids were opened on November 20, 2020. The lowest responsive and responsible bid was provided by Landis & Landis Construction, LLC in the amount of \$347,937.00.

BACKGROUND:

The Gaffney Lane Street Widening Project has been under consideration since 2015. Initially the City hired Wallis Engineering, LLC to develop concept plans for the project including the road alignment options, a sewer extension, a crossing options, and miscellaneous roadside improvements. To construct this project, additional right-of-way was needed. The City has since dedicated the needed right-of-way from a neighboring City-owned property as well as obtained ROW dedications from three adjacent properties that exist on McVey Lane.

This project was bid in 2019, however all the bids received were higher than expected, and these bids were rejected. On October 30 and November 2, 2020, staff solicited for bids in the *Daily Journal of Commerce* and on the City's bid site in accordance with City and State contracting procedures to construct the project identified as the Gaffney Lane Street Widening Project.

Bids were opened on November 20, 2020. Fifteen (15) bids were received for the project. The apparent low bid was provided by Landis & Landis Construction, LLC in the amount of \$347,937.00.

The list below includes the bidders and bid amounts received for this project:

Granite Construction Company ..	\$514,514.00
Elting Northwest	\$513,124.25
Paul Brothers, Inc.....	\$495,361.90
Beam Excavating.....	\$490,126.00
S-2 Contractors, Inc.....	\$489,455.00
Brix Paving Northwest, Inc	\$437,255.40
M.L. Houck Construction Co.....	\$430,691.88
Pacific Excavation, Inc.....	\$428,000.00
Kerr Contractors Oregon, LLC....	\$412,670.95
CR Woods Trucking Inc.....	\$396,055.82
Benchmark Contracting	\$381,331.00
Brown Contracting Inc	\$378,723.00
CG Contractors, LLC	\$367,424.00
Moore Excavating Inc	\$353,095.20
Landis & Landis Construction	\$347,937.00
Engineer's Estimate.....	\$392,715.50

The bid was reviewed and determined to be responsive and responsible.

OPTIONS:

1. Authorize the City Manager to execute the Contract.
2. Reject all bids. If the Commission chooses to reject all bids, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$347,937.00

FY(s): 2021

Funding Source(s): Wastewater Fund, Stormwater Fund, Water Fund, Transportation Fund, PMUF, and Transportation SDC

SECTION III A

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and **LANDIS & LANDIS CONSTRUCTION, LLC** ("CONTRACTOR").

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **Oregon City Gaffney Lane Street Widening (CI 15-008)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon dated July 1, 2020 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated October 1, 2020 Prevailing Wage Apprenticeship Rates dated July 1, 2020 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2018 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents All items included within these Contract Documents.
---	--

The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be substantially complete by **May 15th, 2021** and ready for final acceptance by **May 30th, 2021** as identified in 00180.50(b) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **three hundred forty-seven thousand, nine hundred and thirty-seven and no/100 dollars (\$347,937.00).**

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY

LANDIS & LANDIS CONSTRUCTION, LLC

Printed Name

by: _____

Anthony J. Konkol III
City Manager

by: _____

Authorized signature

Title

by: _____

John M. Lewis, P.E.
Public Works Director

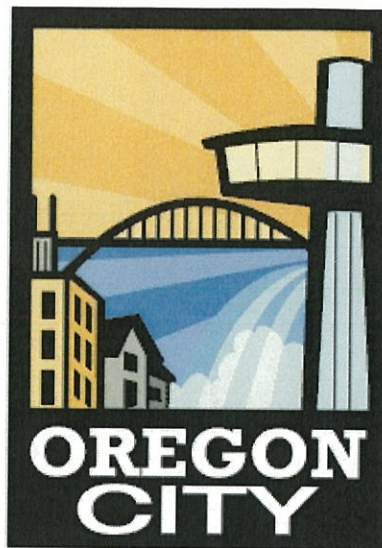
Federal Taxpayer ID Number:

Approved as to Legal Sufficiency:

Address:

By: _____
City Attorney

City Commission Award Date:



**CITY OF OREGON CITY
PUBLIC WORKS DEPARTMENT**

**CONTRACT DOCUMENTS FOR THE
GAFFNEY LANE STREET WIDENING
CI 15-008**

October 2020

**City of Oregon City
P.O. Box 3040
625 Center Street
Oregon City, OR 97045
503.657.0891
www.orcity.org**

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Contract Documents

For the Construction of the

Gaffney Lane Street Widening

for

The City of Oregon City, Oregon



October 2020

CI 15-008
WE Job No. 1348C

prepared by:

wallis
*engineering

215 W. 4th Street, Suite 200
Vancouver, Washington 98660
(360) 695-7041

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INVITATION TO BID

CITY OF OREGON CITY

Oregon City Gaffney Lane Street Widening

Sealed bids for furnishing all materials, equipment, labor, and services for the construction of the Oregon City Gaffney Lane Street Widening Project (CI 15-008) for the City of Oregon City (City), Oregon will be received by John M. Lewis, P.E., Public Works Department at City Hall, 625 Center Street, Oregon City, Oregon until **2:00 PM local time on November 19, 2020**. Bids received after this time will not be considered. All bids received prior to the due date and time will be publicly opened and read following the deadline at City Hall.

The project includes:

1. Furnish, install, and remove temporary traffic control devices and temporary erosion control measures.
2. Cold plane approximately 600 square yards of asphalt concrete roadway.
3. Complete approximately 960 cubic yards of excavation.
4. Construct approximately 380 Tons of 3-4-inch thick ACP and approximately 500 cubic yards of aggregate base.
5. Construct a concrete speed table.
6. Construct approximately 490 linear feet of concrete curbs, and approximately 3,150 square feet of concrete sidewalks and driveways.
7. Complete manhole and other structure grade adjustments.
8. Construct approximately 160 linear feet of PVC sanitary sewer pipe and approximately 240 linear feet of HDPE and PVC storm sewer pipe.
9. Install approximately 2 storm sewer inlets, 1 manhole, 2 cleanouts, and make connections to existing storm and sanitary sewer pipe.
10. Construct 4 potable water service connections.
11. Restore roadway signing and permanent pavement markings.
12. Place topsoil, plant trees, and complete approximately 2,000 square feet of permanent seeding.
13. Perform additional and incidental Work as called for by the Specifications and Plans.

Solicitation documents may be obtained from the City's online plan center free of charge at <http://bids.orcity.org/>. Solicitation documents may be obtained by creating a new user account and registering for the project. General information including the planholder list is available to the public without registering.

Solicitation documents are also available for review at the City of Oregon City, Public Works Department, 625 Center Street, Oregon City, Oregon, 97045 (Telephone: 503.657.0891), between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except legal holidays.

Addenda, clarifications, and notices will be distributed through the City's online planholder system. Potential bidders are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential bidders to check the website periodically to ensure all updates are

received. The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City and posted as stated above.

No bid will be received or considered unless the bid contains a statement by the bidder, as part of their bid, that the provisions of ORS 279C.840 or 40 U.S.C. 276a shall be complied with, a statement as to resident bidder status, and whether the bidder is licensed under ORS 468A.720 (no asbestos removal is contemplated for this project). Prior to submission of its bid, the bidder shall be registered with the Oregon Construction Contractor's Board, and thereafter comply with the requirements of ORS 701.005 to 701.137.

Each proposal must be submitted on forms prescribed by the City and accompanied by a certified check, cashier's check or bid bond in an amount equal to 10 percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of contract. The successful bidder will also be required to furnish a statutory public works bond in the amount of thirty thousand dollars (\$30,000.00). Evidence of workers' compensation insurance will be required before the work shall commence.

The City will investigate and determine the qualifications of the apparent low bidder prior to awarding the contract. The City reserves the right to reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject all bids, if it is in the public interest to do so.

PUBLISH: Daily Journal of Commerce
October 30th, 2020 and
November 2nd, 2020

John M. Lewis, P.E.
Public Works Director

SECTION I – INSTRUCTIONS TO BIDDERS

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SECTION I

INSTRUCTIONS TO BIDDERS

1. Explanation to Bidders

Prior to submitting a bid, it is the responsibility of each Bidder to:

- A. Examine the contract documents thoroughly.
- B. Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work.
- C. Consider all federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, or performance of the work.
- D. Study and correlate the Bidder's observations with the Contract Documents.
- E. Notify the Contact Person of all conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.

Any explanation desired by the bidders regarding the meaning or interpretation of the specifications must be requested in writing, and with sufficient time allowed for a reply to reach them before the submission of their bids. No interpretations will be made less than 48 hours prior to bid opening.

Oral explanations or instructions given before the award of the contract will not be binding. Any interpretation will be made in the form of an addendum to the specification and will be furnished to all bidders that have received original Bid Documents and have provided accurate contact information to the City. The receipt of all addenda by the bidder shall be acknowledged in the bid submittal. The City of Oregon City will distribute Addenda to plan holders via email through its online bid center.

For more information regarding this project, please submit questions through the online plan center at <http://bids.oregoncity.org>.

2. Preparation of Bids

Bids shall be submitted on the form furnished, or copies thereof, and must be naturally signed. If erasures or other changes appear on the form, they shall be initialed by the person who signs the bid. No bid will be received or considered by the City unless the bid contains the Required Bid Forms as listed in Section I, Item 11.

3. Submission of Bids

- A. Bids shall be submitted in sealed envelopes to:
Public Works Department
City of Oregon City
625 Center Street
Oregon City, Oregon 97045

Attention: John M. Lewis, P.E., Public Works Director

- B. The outside of the transmittal envelope shall bear the following information:

Name of Bidder

Address

Title of Project

Date of opening

The marking "Sealed Bid"

- C. If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as in B above, must be enclosed in another envelope addressed as noted in A above.

4. Bid Bond

All bids must be accompanied by a certified check, or a cashier's check upon a national or state bank, drawn and made payable to the City of Oregon City, or a bid bond from a surety company authorized to do business in the state of Oregon in an amount equal to 10% of the total proposal submitted, including all additive alternates. Failure to execute the contract and return it to the City within 10 days of execution with the required performance bond and certificates of insurance may result in forfeiture of the bid bond as fixed and liquidated damages at the discretion of the City.

When a bond is used for bid security, the bond shall be executed by a surety company authorized to transact business in the State of Oregon. THE BIDDER SHALL HAVE THE SURETY USE THE BID BOND FORM PROVIDED HEREIN. IF THIS FORM IS NOT USED, THE BID WILL BE DEEMED NON-RESPONSIVE AND SHALL BE REJECTED. Additional forms, as commonly used by the surety may be affixed to the required form.

All such certified checks or bid bonds will be returned to the respective bidders within 10 calendar days after the bids are opened, except those of the three low bidders. The certified checks or bid bonds of the three low bidders will be held by the City until the selected bidder has accomplished the following:

- A. Executed a formal contract;
- B. Executed and delivered to the City a bond in the amount of the Contract Price for the faithful performance of the contract; and
- C. Furnished the required Certificates of Insurance.

The proposal guarantees for the three low bidders will be released within 10 calendar days after the contract has been entered into and signed by the City.

5. Receipt and Opening of Bids

Bids will be submitted prior to the time fixed in the Invitation to Bid. Bids will be time and date stamped by Public Works personnel upon receipt. Such time and date stamps will govern the determination of on-time submission of bids.

Bids received after the time so fixed are late bids. Late bids will be time and date stamped at the time of receipt by Public Works personnel, marked as "Rejected as Late Bid" and will be returned, unopened, to the submitter.

6. Withdrawal of Bids

A Bidder may withdraw its offer by written notice submitted on the Bidder's letterhead, signed by an authorized representative of the Bidder, delivered to the City of Oregon City Public Works Department, 625 Center Street, Oregon City, Oregon, and received by the City prior to closing. The Bidder or authorized representative of the Bidder may also withdraw its offer in person prior to closing, upon presentation of appropriate identification and satisfactory evidence of authority. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. The bid will be irrevocable until such time as the City:

- A. Specifically rejects the bid, and
- B. Awards the contract to another bidder and said contract is properly executed. All bids shall remain subject to acceptance by the City for sixty (60) days after the date of the bid opening.

7. Bidders Present

At the time fixed for the opening of bids, their contents will be made public for the information of bidders and other properly interested parties who may be present either in person or by representation.

8. Award of Contract

The contract will be awarded as soon as practicable within 45 calendar days after the bid opening to the lowest responsible bidder, provided the bid is reasonable and it is in the best interest of the City to accept it.

No contract will be awarded prior to receiving City Commission authority to do so, unless such authority has been previously granted.

9. Rejection of Bids

The City may reject any bid not in compliance with all prescribed public contracting procedures and requirements and reserves the right to reject any or all bids when such rejection is in the public interest. More than one proposal from an individual, firm or partnership, corporation or association, under the same or different names, may disqualify all such proposals submitted by that entity in Owner's sole discretion. Proposals in which prices bid for individual unit appear intentionally unbalanced so as to leave the total bid competitive, also may be disqualified.

10. Qualification of Bidders

To demonstrate qualifications to perform the work, each bidder must submit written evidence, such as financial data, previous experience, present commitments and other such data as may be called for on QUALIFICATION OF BIDDER form. The City will investigate and determine the qualifications for the apparent low bidder prior to awarding the contract.

11. Required Bid Forms

Each bid must contain the following items on the forms provided in Section II.

- A. The completed Bid Proposal & Bid Schedule form.
- B. Acknowledgement that the bidder has received and reviewed all addenda for the bid.
- C. A statement that provisions of ORS 279C.840 (Prevailing Wages) shall be complied with.
- D. A statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.
- E. A statement certifying that the bidder has an employee drug-testing program in place.
- F. Non-collusion affidavit.
- G. A statement as to whether or not the bidder is licensed under ORS 468.883 for asbestos removal (no asbestos removal is contemplated for this project).
- H. Certification that Contractor is properly registered.
- I. Business license information.
- J. Certification of non-discrimination.
- K. Certification of compliance with tax laws (ORS 305.385).
- L. First-tier subcontractor disclosure form.
- M. A Bid Bond in the amount of 10 percent of the submitted bid.
- N. Customer service acknowledgement form.
- O. Qualification of Bidder form.

12. Mistakes in Bids

A. General

Clarification or withdrawal of a bid after bid opening because of an inadvertent, non-judgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. Except as provided in this rule, if the mistake is attributable to an error in judgment, the bid may not be corrected. Bid correction or withdrawal by reason of a non-judgmental mistake is permissible but only to the extent that it is not contrary to the interest of the City or the fair treatment of other bidders.

B. Mistakes Discovered After Bid Closing but Before Award

This subsection prescribes standards to be applied in situations where mistakes in bids are discovered after the time and date set for bid closing but before award.

- (1) **Minor Informalities.** Minor informalities are matters of form rather than substance that are evident from the bid documents, or insignificant mistakes

that can be waived or corrected promptly without prejudice to other bidders or the City; that is, the informality does not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit price.

Examples include, but are not limited to the failure or a bidder to:

- a). Return the number of signed bids or the number of other documents required by the Bid Documents;
- b). Failure to sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;
- c). Acknowledge receipt of an addendum to the Bid Documents, but only if:
 - (i) it is clear from the bid that the bidder received the addendum and intended to be bound by its terms; or
 - (ii) the addendum involved had a negligible effect on price, quantity, quality, or delivery.

Mistakes Where Intended Correct Bid is Evident. If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the City may accept the bid. Examples of mistakes that may be clearly evident on the face of the bid form are typographical errors, errors in extending unit prices, transposition errors, and mathematical errors. For discrepancies between unit prices and extended prices, unit prices shall prevail.

- (2) Mistakes Where Intended Correct Bid is Not Evident. The City will not accept a bid in which a mistake is clearly evident on the face of the bid form but the intended correct bid is not similarly evident or cannot be substantiated from accompanying documents.

13. Award of Contract

The Owner shall award the contract or reject all proposals within forty-five (45) days after the bid opening. The successful bidder shall execute a contract within ten (10) calendar days from the date of written notification, and if not, the guaranteed amount shall be forfeited to the Owner.

The time of completion of the work contemplated by this contract shall not be extended or changed by the lapse of time between the date the Owner received proposals and execution of the contract. In specifying the dates for completion, both parties understand that a period of not more than fifty-five (55) days may elapse between the opening of the proposals and submission of the contract for execution. If the Owner finds that the public interest requires a delay in consideration of the bid award beyond the forty-five (45) days contemplated herein, the bidder at its option may be released from its bid bond or may grant an extension of time for the owner to consider award of the contract for his/her execution.

Owner may consider an extension of time to complete the work if Contractor makes application for same to owner no later than five (5) days after Contractor knows or should know of a cause of noncompensable but excusable delay. Such causes of delay

shall be deemed to be limited to labor disputes beyond the control of Contractor, acts of God, unusual and unforeseeable severe weather, or any delays caused in whole or part by either parties' non-compensable conduct.

In comparing alternate bids, the Owner in its sole discretion may select a higher cost alternate if the higher alternate will better serve its interests.

14. Required Insurance

The Contractor shall carry, at a minimum, insurance as specified in Section III.

15. Required Bonds

The Contractor shall be required to provide security for payment to suppliers of labor and materials as well as for performance of the contract. Both the Performance Bond and the Payment Bond shall be in an amount equal to the full contract price. The Performance Bond is solely for the protection of the City and any other public agency(ies) for whose benefit the contract was awarded. The Payment Bond is solely for the benefit of claimants under ORS 279C.600. Both the Performance Bond and the Payment Bond shall be provided by a surety licensed to do business as a surety in the State of Oregon, shall be payable to the City and shall be in the form provided in the contract documents. Contractor shall pay the costs of any bond. The Attorney-in-Fact (Registered Agent) who executes any bond must file with each bond a notarized and effectively dated copy of his/her power of attorney. The Performance and Payment Bond shall be issued by a surety company or companies with Best's Rating of A.VII or better.

In addition and before final acceptance of the project, Contractor shall provide a maintenance and warranty bond in an amount equal to the total amount paid on the contract together with any amendments in a form approved by the Owner. Such maintenance and warranty bond shall be conditioned upon the final project being completed and guaranteed against defects in materials and workmanship. Such maintenance and warranty bond shall continue in effect during the full term of any warranty period as well as any extension of said warranty period.

16. Execution of the Contract Agreement and Bonds

The successful bidder shall obtain all necessary bonds and permits at its own initiative and expense, including those within control of Owner, except as the parties may otherwise agree in writing.

The Contractor shall warranty all equipment and materials furnished and work performed by him/her for a period of one (1) year from the date of written acceptance of the project. The Contractor shall provide a performance bond in the amount of 100% of the work to be in effect for that one (1) year maintenance period.

The Certificate(s) of insurance or binders shall be submitted to and approved by the Owner with the City and the Engineer named as additional insureds on an occurrence basis. Contractor's insurance carrier shall be financially responsible and registered in good standing with the Oregon Insurance Commissioner. All policies shall be kept in force until the Contractor's work is accepted by the Owner. Insurance policies (covering all operations under this Contract or if so noted for extended operations) which expire

before the Contractor's work is accepted by the Owner (or where noted for extended operations, through the period of guarantee) shall be replaced or renewed immediately and evidence of same submitted to the Owner for its approval.

17. Protest Process

Any protest of Contractor selection or contract award will be processed in accordance with OAR 137-049-0450.

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SECTION II – BID SUBMITTAL REQUIREMENTS

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ADDENDUM NO. 1

TO: All Planholders

FROM: Wes Wegner, P.E.
Project Manager

DATE: November 17, 2020

RE: City of Oregon City
Gaffney Lane Street Widening
City Project No. CI 15-008
WE Job No. 1348B

Notice is hereby given to prospective bidders that the Contract Documents have been amended.

- **A copy of this addendum is available for download at the City's website:**
<https://bids.orcity.org/rfp/gaffney-lane-street-widening-project>
- **The deadline to submit bids has been extended to 2:00 PM local time on November 20, 2020. See Addendum Item 1.**

Clarification Items:

1. Bidder Question – Can bids be submitted electronically in light of COVID-19 current case counts within the County?
City Response – All bids must be delivered in hard copy to Oregon City Hall per the Invitation To Bid. Bidders are not required to be present at the bid opening.
2. Bidder Question – Is the expectation that asphalt concrete drainage curbs are hand formed or extruded with a machine?
City Response – Method of construction is not specified. The expectation is that the curb is constructed in accordance with the details on the plans.
3. Bidder Question - Section 00744.02 of the special provisions makes reference to Reinforcing Fibers. Is it the City's intent to incorporate reinforcing fibers into the asphalt material on this project?
City Response – Reinforcing fibers are not required with this project as they are not incorporated in the bid item names as described in 00744.90.
4. Bidder Question – Will vehicular traffic be allowed on an aggregate surface if so up to how many days?

City Response – Addendum Item 2 provides information regarding this question. No specific duration has been assigned to traffic running on aggregate, but it is the City's expectation that the Contractor schedule the work to minimize this timeframe.

5. Bidder Question – During construction of the new full depth pavement section for Gaffney Lane, will the City allow full time closures? (Note with detour plan. If not, does the City expect to have temp AC every night as the new section is built.

City Response – Addendum Item 2 provides information regarding this question. The only allowed full road closure is for construction of the concrete speed table. Temporary ACP may be required to transition between existing roadway and roadway section under construction.

The Contract Documents have been amended as follows:

ITEM 1:

INVITATION TO BID, revise the deadline for submission of sealed bids to **2:00 P.M. local time on November 20, 2020.**

ITEM 2:

SECTION VII, SPECIAL PROVISIONS, PAGE 94, 00220.40(e) Lane Restrictions (1) Closed Lanes, replace this special provision with the following:

00220.40(e) Lane Restrictions (1) Closed Lanes – Delete all bullets and replace with following:

- 2-way traffic through the work zone shall be maintained by a minimum of 1 travel lane with the use of flaggers on Monday through Friday, between 9:00 a.m. and 3:00 p.m.
- 2-lane, 2-way traffic shall be maintained at all other times and shall accommodate unobstructed student drop-off and pick-up as well as school bus service.

All utility trenching and temporary asphalt trench resurfacing shall be completed prior to removing asphalt surfacing from the vehicular travel lanes. Contractor shall prepare the project schedule with the intent of minimizing the duration public traffic is required to use the roadway with an aggregate surface.

Road closures and detours will only be allowed for the following work item:

1. Concrete speed table construction: Full road closure will be allowed for a maximum period of 5 consecutive days and shall not span over a weekend to minimize the impact to the neighboring community and school operations. The Contractor shall schedule and work diligently to have concrete poured for the speed table on the second day, at the latest, of the closure and allow a minimum of 72 hours to cure. Concrete cylinder breaks will be required at 72 hours - at the Contractor's expense – demonstrating that the concrete has reached a minimum compressive strength of 2,800 psi prior to constructing temporary ramps, surfaces or other methods to remove the detour. The Contractor is responsible for preparing a plan for

returning traffic to the roadway within the allowable closure timeframe. Work hours allowed during the roadway closure are from 7:00 AM to 7:00 PM to accommodate this work.

Full roadway closures and detours will require, at a minimum, the following: an approved detour plan and all methods of proposed TCD in the plan, use of PCMS message boards during and 5 days prior to closure, and signage notification at driveways impacted by the closure. The Contractor shall also coordinate all closure impacts with all affected agencies and residence a minimum of 2-weeks prior to the closure.

ITEM 3:

SECTION VII, SPECIAL PROVISIONS, PAGE 93 of 135, 00220.02(a) General Requirements, replace the bullet beginning "Open all lanes and adjacent asphalt surfaces..." with the following bullet:

- Utility trenches within existing pavement areas shall be temporarily or permanently restored with asphalt prior to the end of allowable working or lane restriction hours and prior to opening the roadway to public traffic including bikeways, paths and other adjacent asphalt surfaces. Temporary steel plates or other methods to open the roadway to traffic must be approved by the Engineer. Compacted gravel surfacing within the trench limits in lieu of temporary or permanent pavement will not be allowed.

ITEM 4:

SECTION VII, SPECIAL PROVISIONS, PAGE 105 of 135, 00480.11 Asphalt Concrete, replace the sentence beginning "Furnish a Level 2, 3/8 inch asphalt..." with the following:

Furnish a Level 2, 3/8 inch or 1/2 inch asphalt concrete mixture meeting the requirements of Section 00744.

SECTION II A

BID PROPOSAL AND BID SCHEDULE

To: City of Oregon City
 625 Center Street
 Oregon City, Oregon 97045

From: Landis & Landis Construction, LLC
 Bidder (Company Name)
PO Box 50
 Address
Maryhurst OR 97036
 City, State & Zip
503 466-9043
 Telephone

The undersigned bidder declares that s/he has carefully examined the Instructions to Bidders, Contract Bid Submittal requirements, Contract Agreement, Performance and Payment Bond requirements, General Requirements, Scope of Work, and Other Technical Specifications for the construction of **Oregon City Gaffney Lane Street Widening**; that s/he has made an examination of the site of the proposed work and has made such investigations as are necessary to determine the conditions to be encountered, and that if this proposal is accepted, s/he will contract with the City of Oregon City, Oregon, in the form similar to that attached; will provide the necessary machinery, tools, apparatus, and other means of construction and will furnish all material and labor as specified in the Contract Agreement and all other contract documents, or necessary to complete the work in the manner herein specified, and according to the requirements of the Engineer.

By signing and returning a bid, bidder acknowledges that it has read and understands the terms and conditions contained in the Invitation to Bid and that it accepts and agrees to be bound by the terms and conditions of the Invitation to Bid.

The undersigned agrees that upon written acceptance of this bid s/he will, within ten working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he will provide the following in order to execute the contract:

1. Performance Bond and Corporate Surety Payment Bond, both in the amount equal to 100% of the awarded contract;
2. Certificates of Insurance for Liability and property damage coverage;
3. Certificates of Coverage for Workman Compensation and unemployment insurance;
4. All other bonds, permits, licenses, etc. as required in the contract documents.

The undersigned hereby represents as follows:

1. That no Commissioner, officer, agency or employee of the City of Oregon City is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Commissioners, officers, agents or employees had induced him/her to enter into this Contract, and the papers made a part of its terms;
2. That this bid is made without connection with any person, firm or corporation making a bid for the same material and is, in all respects, fair and without collusion or fraud; and
3. That the provisions required by ORS 279C.840 relating to prevailing wage rates shall be included in this contract.

The undersigned agrees that, if awarded the contract, s/he will commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed and that the project shall be substantially complete by **May 15th, 2021** and ready for final acceptance by **May 30th, 2021** as identified in 00180.50(b).

Bidder will complete the work in accordance with the Contract Documents and agrees to accept as full payment for the work proposed under this project, as herein specified and under the provisions included in the Bid, to be expressed in numeric figures only indicated below.

BID SCHEDULE						
Item No.	Spec Section	Item Description	Qty	Unit	Unit Cost	Total Cost
1.	00210	Mobilization	1	LS	\$ 52,000	\$ 52,000
2.	00225	Temporary Work Zone Traffic Control, Complete	1	LS	\$ 500-	\$ 500-
3.	00280	Erosion Control	1	LS	\$ 600-	\$ 600-
4.	00290	Pollution Control Plan	1	LS	\$ 500-	\$ 500-
5.	00310	Removal of Structures and Obstructions	1	LS	\$ 7,200	\$ 7,200
6.	00320	Clearing and Grubbing	1	LS	\$ 6,000	\$ 6,000
7.	00330	General Excavation	961	CY	\$ 22-	\$ 21,142
8.	00331	12-inch Subgrade Stabilization	60	SY	\$ 32-	\$ 1,920
9.	00350	Subgrade Geotextile	1,274	SY	\$ 1-	\$ 1,274

BID SCHEDULE						
Item No.	Spec Section	Item Description	Qty	Unit	Unit Cost	Total Cost
10.	00405	Rock Excavation	25	CY	\$ 50'	\$ 12,500
11.	00445	6-inch Diam. PVC Storm Sewer Pipe, All Depths	14	LF	\$ 105'	\$ 1,470
12.	00445	6-inch Diam. 3034 PVC Sanitary Sewer Pipe, All Depths	40	LF	\$ 75'	\$ 3,000
13.	00445	8-inch Diam. 3034 PVC Sanitary Sewer Pipe, All Depths	120	LF	\$ 50'	\$ 6,000
14.	00445	10-inch Diam. 3034 PVC Storm Sewer Pipe, All Depths	46	LF	\$ 100'	\$ 4,600
15.	00445	12-inch Diam. HDPE Storm Sewer Pipe, All Depths	179	LF	\$ 61'	\$ 10,919
16.	00445	Sanitary Sewer Cleanouts, 6 Inch	1	EA	\$ 1,100	\$ 1,100
17.	00445	Sanitary Sewer Cleanouts, 8 Inch	1	EA	\$ 1,100	\$ 1,100
18.	00470	Concrete Storm Sewer Manholes	1	EA	\$ 4,800	\$ 4,800
19.	00470	Concrete Inlets, Type Curb Inlet	1	EA	\$ 4,000	\$ 4,000
20.	00470	Catch Basin, On-Site	1	EA	\$ 2,500	\$ 2,500
21.	00480	Asphalt Drainage Curb	225	LF	\$ 11'	\$ 2,475
22.	00490	Replace Water Valve Boxes	3	EA	\$ 500'	\$ 1,500'
23.	00620	Cold Plane Pavement Removal, 2" Deep	607	SY	\$ 12'	\$ 7,284
24.	00641	3/4 Inch - 0 Aggregate Base	500	CY	\$ 34'	\$ 17,000
25.	00744	Level 2, 1/2 Inch Dense ACP Mixture	376	TON	\$ 130'	\$ 48,880
26.	00749	Extra for Asphalt Approaches	2	EA	\$ 1,275	\$ 2,550
27.	00759	Concrete Curbs, Standard Curb	49	LF	\$ 52'	\$ 2,548
28.	00759	Concrete Curbs, Curb and Gutter	418	LF	\$ 50'	\$ 20,900
29.	00759	Concrete Curbs, Pedestrian	20	LF	\$ 58'	\$ 1,160

BID SCHEDULE						
Item No.	Spec Section	Item Description	Qty	Unit	Unit Cost	Total Cost
30.	00759	Concrete Walks	2,814	SF	\$ 18.50	\$ 52,059
31.	00759	Concrete Driveways, Reinforced	336	SF	\$ 21-	\$ 7,056
32.	00759	Speed Table	1	LS	\$ 20,000	\$ 20,000
33.	00860	Longitudinal Pavement Markings - Paint	688	LF	\$ 4.25	\$ 2,924
34.	00867	Pavement Legend, Type Speed Table Markings	1	EA	\$ 1,600	\$ 1,600
35.	00867	Pavement Bar, Type B	110	SF	\$ 15-	\$ 1,650
36.	00940	Permanent Signing	1	LS	\$ 10,300	\$ 10,300
37.	01030	Lawn Seeding	219	SY	\$ 4-	\$ 876-
38.	01040	Topsoil	75	CY	\$ 30-	\$ 2,250
39.	01040	Deciduous Trees, 2 Inch Caliper	3	EA	\$ 1,200	\$ 3,600
40.	01070	Single Mailbox Supports	3	EA	\$ 550-	\$ 1,650
41.	01170	1-Inch Water Service Connection with Pipe and Fittings	4	EA	\$ 1,950	\$ 7,800
Line 1: Total Bid (Items 1 through 41)					\$ 347,937-	
Line 1, in words:						
\$ Three hundred forty Seven thousand Nine hundred thirty -						
Seven dollars + 00/100 _____ Dollars						

Accompanying this Proposal is a bid bond, for the sum of 10% of B.d, payable to the City of Oregon City, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Proposal is accepted by the City of Oregon City and the undersigned fails to execute a satisfactory contract and bond as stated in the Advertisement within ten (10) calendar days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Proposal shall be considered null and void, and the bid security accompanying this Proposal shall be forfeited to and become the

property of the City of Oregon City. If the bid is not accepted, the bid security accompanying this Proposal shall be returned to the undersigned.

Dated this 16 day of November, 2020.

Name of Bidder: Landis + Landis Construction, LLC

Address of Bidder: Po Box 50 Marylhurst OR 97036

Facsimile Number: 503 213-5964

Telephone Number: 503 466-9043

Bidder E-Mail Address: m/landis@llconstruction.com

Signature of Authorized Agent: Myke

Title of Authorized Agent: P/M and Administration

Bidder's Taxpayer I.D. Number: 52-2337537

CCB Number: 148742 Expiration Date: Aug 21

SECTION II B

ADDENDA ACKNOWLEDGEMENT

I/We have received the following Addenda:

None _____

1. One Addenda 11/17/20
2. _____
3. _____
4. _____
5. _____

Date

Signature of Bidder

Title

Business Name

11/19/20
Mike 2
PM Administration
Landis + Landis Construction, LLC

SECTION II C

COMPLIANCE WITH ORS 279C.840

COMPLIANCE WITH ORS 279C.840 (PREVAILING WAGES)

PREVAILING WAGES

The Contractor agrees to be bound by and will comply with the provisions of ORS 279C.840 (workers on public works projects to be paid not less than the prevailing rate of wage posting of rates) or 40 U.S.C. 276a.

Date

Signature of Bidder

Title

Business Name

11/16/20
Mike 2
PM Administration
Landis + Landis Construction, LLC

SECTION II D

RESIDENT BIDDER STATUS (ORS 279A.120)

RESIDENT BIDDER STATUS

The undersigned represents him/herself to be a Resident or Nonresident bidder by checking the appropriate spots below. "Resident Bidder" means a bidder that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in Oregon and has stated in the bid whether the bidder is a "Resident Bidder".

☒ Resident Bidder

☐ Nonresident Bidder

Date

11/16/20

Signature of Bidder

Mike Z.

Title

P/M Administrator

Business Name

Landis + Landis Constructors, LLC

SECTION II E

CERTIFICATION OF DRUG TESTING PROGRAM

DRUG TESTING PROGRAM

The undersigned confirms that this firm has an employee drug-testing program in place and will demonstrate this prior to award of contract.

Date

11/16/20

Signature of Bidder

Mike Z.

Title

P/M Administrator

Business Name

Landis + Landis Constructors, LLC

SECTION II F

NON-COLLUSION STATEMENT

I hereby certify that the bid submitted by Landis + Landis Construction is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and I further state that we have not directly or indirectly induced or solicited any bidder or supplier on the above work to put in a sham bid, or any other person or corporation to refrain from bidding; and that we have not in any manner sought by collusion to secure to ourselves an advantage over any other bidder or bidders.

Signature of Authorized Agent

Myke Zi

Printed Name

Myke Landis

Title

Plm Administration

Company

Landis + Landis Construction, LLC

Date

11/16/20

SECTION II G

ASBESTOS CERTIFICATION

ASBESTOS REMOVAL

The undersigned indicates herein that s/he is or is not licensed under ORS 468A.710 for asbestos removal.

Is licensed

Is not licensed

Signature of Authorized Agent

Myke Zi

Printed Name

Myke Landis

Title

Plm Administration

Company

Landis + Landis Construction

Date

11/16/20

SECTION II H

REGISTRATIONS

The City will not accept a bid unless the Contractor is registered with the CCB [OAR 137-049-0200(1)(a)(K)], and the contractor or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board under ORS 701.035 - 055.

The undersigned confirms that this firm is registered with the CCB and that this firm or the subcontractor doing the landscaping is licensed by the State Landscape Contractors Board.

Date 11/16/20
 Signature of Bidder [Signature]
 Title PM Administrator
 Contractor Name Landis + Landis Construction, LLC
 Contractor CCB # 140742
 Landscaping Subcontractor N/A
 Subcontractor LCB # N/A

SECTION II I

BUSINESS LICENSES (OCMC 05.04)

In accordance with Oregon City Municipal Code 05.04 (www.oregoncity.org/economicdevelopment/business-licenses), no person shall carry on any business within the city without first obtaining an applicable City or Metro business license.

Contractor Name Landis + Landis Construction, LLC
 Oregon City Business License No. I think has expired
 Metro Business License No. N/A *

I CERTIFY THAT THE CONTRACTOR LISTED ABOVE (CHECK ONE):

- ☐ Is in possession of a current City of Oregon City business license.
☒ Will apply for and obtain an Oregon City Business License if awarded the contract and required by the City to do so.

Signature of Bidder [Signature]
 Title PM Administrator

*Note: A Metro business license is sufficient to perform work for the City provided the Contractor has or will be earning \$250,000 or less in gross receipts from the City of Oregon City for the fiscal year (July 1 to June 30). Contractors earning more than \$250,000 must have a City of Oregon City Business License.

SECTION II J

CERTIFICATION OF NON-DISCRIMINATION
[ORS 279A.110(A) & OAR 137-049-0440(3)]

The undersigned certifies that it has not discriminated against minority, women or emerging small business enterprises in the obtaining of subcontracts for this project and shall not discriminate against minority, women or emerging small business enterprises in awarding of subcontracts for this project.

Date 11/16/20Signature of Bidder Myke ZTitle P/M AdministrationContractor Name Landis + Landis Construction

SECTION II K

CERTIFICATION OF COMPLIANCE WITH TAX LAW

The undersigned certifies, under penalty of perjury, to the best of the undersigned's knowledge, it is not in violation of any tax laws, including state tax laws imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620.

Date 11/16/20Signature of Bidder Myke ZTitle P/M AdministrationContractor Name Landis + Landis Construction, LLC

SECTION II L

STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS

STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE FORM TO BE
SUBMITTED BY ALL BIDDERS NOT LATER THAN 4:00 P.M. THE DAY THE BID IS DUE

ORS 279C.370 requires that "bidder shall submit to the public contracting agency a disclosure of the first-tier subcontractors that: (A) will be furnishing labor or will be furnishing labor and materials in connection with the public improvement; and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid."

The disclosure of first-tier subcontractors applies to public improvements with a contract value of more than \$100,000.

The Bidder must disclose the following information about their first-tier subcontracts either in its Bid submission or within two (2) working hours after the date and time of the deadline when bids are due:

1. The subcontractor's name
2. Dollar value
3. The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "**NONE**" on the accompanying form.

Failure to submit this form by the disclosure deadline will result in a non-responsive bid.

A non-responsive bid will not be considered for award.

Note to Contractors who are not the low bidder:

If apparent low bidder is disqualified or otherwise not awarded the contract and the next low bidder failed to submit the disclosure form within two (2) hours after the date and time of the deadline when bids were due, that bidder will be ineligible to receive award of the contract.

SECTION II M

BID BOND

Know all persons by these presents, that Landis & Landis Construction, LLC hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America a corporation or partnership duly organized under the laws of the State of Connecticut, having its principal place of business at 4000 Kruse Way Pl. Building 1 Suite 125 Lake Oswego, OR 97035, and authorized to do business in the State of Oregon as SURETY, are held and firmly bound unto the City of Oregon City, hereinafter called the OBLIGEE in the penal sum of Ten Percent (10%) of Bid Amount Dollars (\$ 10% of Bid Amount) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the PRINCIPAL herein is herewith submitting his/her or its Bid Proposal for **Oregon City Gaffney Lane Street Widening (CI 15-008)** said Bid Proposal, by reference thereto, being hereby made a part hereof.

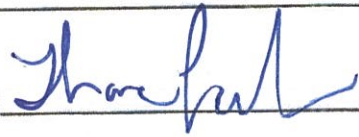
Now, therefore, if the said Bid Proposal, submitted by the said PRINCIPAL, is accepted, the Contract awarded to the PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract and shall furnish such Performance and Payment Bond as required by the Bidding and Contract documents within the time fixed by the Documents, then this obligation shall be void.

If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bond, the SURETY hereby agrees to pay the OBLIGEE the penal sum as liquidated damages.

Signed and sealed this 19th Day of November, 2020.

Landis & Landis Construction, LLC

Principal

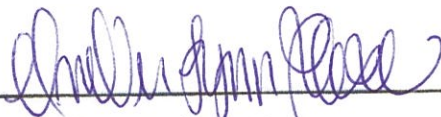
By: 

Travelers Casualty and Surety Company of America

Counter Signed:

N/A

Resident Agent


Attorney -in-Fact, Amber Lynn Reese

A certified copy of the Agent's Power of Attorney must be attached hereto.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Amber Lynn Reese** of **PORTLAND Oregon**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January** 2019.



State of Connecticut

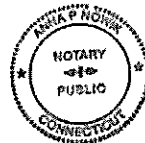
City of Hartford ss.

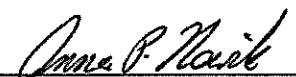
By: 
 Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of **June**, 2021




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

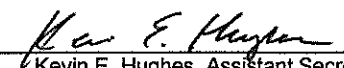
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **November**, 2020




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION II N

CUSTOMER SERVICE ACKNOWLEDGMENT FORM

Project Name: Oregon City Gaffney Lane Street Widening

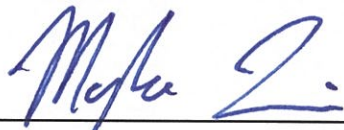
Bid Closing: Date:

Time:

Note: This form is part of the inquiry concerning bidder responsibility and must be submitted with the other proposal forms as specified in Section 00120.40(g).

Bidder, by his/her signature below, hereby signifies that s/he has read and understands the construction specifications.

Bidder further acknowledges that s/he understands their terms, fully acknowledges their importance to successful completion of the project, and agrees to be bound thereby if awarded this contract. Bidder further assures the City that, if awarded this contract, s/he will promptly, efficiently and courteously carry out his/her responsibilities under the aforementioned specifications.


Signature of Bidder

P/M Administration
Title

Landis + Landis Construction, LLC
Name of Firm

11/16/20
Date

SECTION II O

QUALIFICATION OF BIDDER

Project: Oregon City Gaffney Lane Street Widening

If the above contract is awarded to our company, the following persons will be authorized to sign change orders, progress payments and similar documents for the company: (names and positions)

Myke Landis P/M VP, Thane Landis Member P/M, Jeff Radich Superintendent, Cody Carpenter Superintendent, Chris Nelson Superintendent

The Contractor's superintendent at the job site will be (give full name):

Cody Carpenter, Jeff Radich

Contractor:

Landis + Landis Constructors, LLC

Name

Po Box 50 Maryhurst OR 97036

Business Address

503 466-9073

Phone Number

503 213-5964

Fax Number

Qualifying Experience (3 comparable projects in the past 10 years):

Project Name	Cost	Location	Owner/Owner Contact/Phone/Fax
1. SEE ATTACHMENT			
2.			
3.			

1.

SEE ATTACHMENT

2.

3.



Landis and Landis Construction LLC
P.O. Box 50
Marylhurst, OR 97036
PH: 503-466-9043
FAX: 503-213-5964

November 18, 2020

Key Employees

TJ Landis – Owner, Sr. Project Manager – 30 Years in Construction, 2001 Started Landis & Landis Construction. Please see below for various projects TJ has been involved in and his position for each project.

Jeff Radich – Sr. Project Manager, Superintendent – 27 Years in Construction, employee at Landis & Landis Construction since 2005. Please see below for various projects Jeff has been involved in and his position for each project.

Jason Stepp – Superintendent, Foreman – 20 Years in Construction, employee at Landis & Landis Construction for 16 years. Please see below for various projects Jason has been involved in and his position for each project.

Chris Nelson – Sr. Project Manager, Foreman – 35 Years in Construction, employee at Landis & Landis Construction since 2001. Please see below for various projects Jason has been involved in and his position for each project.

Myke Landis – Project Manager, Project Manager Administration: 10 Years in Construction, employee at Landis & Landis Construction since 2010. Please see below for various projects Myke has been involved in and his position for each project.

Landis and Landis Construction completed several public works jobs in the past 20 years. Landis and Landis Construction average 20 - 30 million dollars of Public Works Jobs over the last 5 years. Landis and Landis incorporate a large spectrum of work and specializes in all sizes of waterlines, sewer and storm pipe, reservoir preparation steel or concrete, street projects, site preparation, pump stations, and trails. All the projects below were completed on time. Landis & Landis Construction has never not completed a project that it has started, nor have we ever encountered liquidated damages. Landis & Landis Construction prides itself on completing projects on time with an industry best safety EMR rating of .66.

Name of Project: Sunnyside North Reconstruction & Green Streets

Project Owner: City of Portland

Bid: Prime

Contract Amount: \$9.5 Million

Agency Project Manager Info: Don Poletski

PH: 503-823-2968

Project Manager: Myke Landis

Superintendent: Jeff Radich

Project Foreman: Jason Stepp

Project Details: Landis & Landis Construction constructed drainage system including sewer pipes, manholes, and inlets. We installed, replaced, or rehabilitated sewer pipes using open-cut and pipe bursting methods. 48-Inch, 60-Inch, 72-Inch, and 84-Inch manholes were reconstructed or installed new. Potable water pipes and water system accessories were constructed. Roadway improvements, proper restoration of asphalt, concrete and landscape completed the work in the heavily populated inner SE Portland area.

Started: May 2019 – Completed September 2020

Name of Project: St. Johns Cathedral Park Sewer Rehab

Project Owner: City of Portland

Bid: Prime

Contract Amount: \$7.1 Million

Agency Project Manager Info: Nick Naval

PH: 503-823-5241

Project Manager: Myke Landis

Superintendent: Jeff Radich

Project Foreman: Jason Stepp

Project Details: Landis & Landis Construction constructed drainage system including sewer pipes, manholes, and inlets. We installed, replace or rehabilitate sewer pipes using open-cut, pipe bursting, and CIPP construction methods. 48-Inch, 60-Inch, and 72-Inch manholes were reconstructed or installed new. Construct roadway improvements, proper restoration of asphalt, concrete and landscape completed the work.

Started: June 2018 - Completed: August 2019

Name of Project: Montavilla North Sewer Rehabilitation

Project Owner: City of Portland

Bid: Prime

Contract Amount: \$7.5 Million

Agency Project Manager Info: Daniel Tariku

PH: 503-823-7873

Project Manager: Thane Landis

Superintendent: Jeff Radich

Project Foreman: Brandon Vuylsteke

Project Manager Administration: Myke Landis

Project Details: Landis & Landis Construction repaired about 22,000 feet of 80 to 100-year-old public sewers in the Montavilla neighborhood and eastern edges of the North Tabor, Mount Tabor and South Tabor neighborhoods. We constructed drainage system including sewer pipes, manholes, and inlets. We installed, replace or rehabilitate sewer pipes using open-cut, pipe bursting, and CIPP construction methods. 48-Inch, 60-Inch, and 72-Inch manholes were reconstructed or installed new. Construct roadway improvements, proper restoration of asphalt, concrete and landscape completed the work.

Started: October 2018 - Completed: July 2020

Name of Project: Campanella Subdivision 1-4 Phase

Project Owner: Park Estacada LLC

Bid: Prime

Contract Amount: \$14 Million

Agency Project Manager Info: Andy Pihl

PH: 503-730-1290

Engineer AKS: Jeff Nelson

PH:

Project Manager: Thane (TJ) Landis

Superintendent: Travis Fuller

Project Manager Administration: Myke Landis

Project Details: Developed a 40 acre, 400 house Subdivision. This included all wet, dry utilities and final paving for the subdivision. Also included moving 230,000 CY of cut dirt and 230,000 CY of fill. In this site we had to work around 5 acres of wetland and build a 60,000 SF Pond.

Started: Phase 1 July 2017 - Completed: March 2018

Started: Phase 2 & 3 July 2019 – Completed March 2020

Started: Phase 4 July 2020 – Complete March 2021

Name of Project: Richmond-South Tabor Sewer Rehab

Project Owner: City of Portland

Bid: Prime

Contract Amount: \$4.2 Million

Agency Project Manager Info: Don Poletski

PH: 503-823-2968

Project Manager: Jeff Radich

Superintendent: Jason Stepp

Project Manager Administration: Myke Landis

Project Details: We installed, replaced or rehabilitated over 12,000 LF of 4, 6, 8, 10, 12 and 15-Inch sewer pipes using open-cut, pipe bursting, and CIPP construction methods. 48-Inch, 60-Inch manholes were reconstructed or installed new. Construct roadway improvements, proper restoration of asphalt, concrete and landscape completed the work.

Started: September 2017 - Completed: October 2018

Name of Project: Concordia Sewer Rehabilitation

Project Owner: City of Portland

Bid: Prime

Contract Amount: \$4.5 Million

Agency Project Manager Info: Daniel Tariku

PH: 503-823-7873

Project Manager: Jeff Radich

Superintendent: Brandon Vuylsteke

Project Details: We installed, replaced or rehabilitated over 17,000 LF of 4, 6, 8, 10, 12 and 15-Inch sewer pipes using open-cut, pipe bursting, and CIPP construction methods. 48-Inch, manholes were reconstructed or installed new. Construct roadway improvements, proper restoration of asphalt, concrete and landscape completed the work.

Started: February 2018 - Completed: October 2018

Name of Project: SW Terwilliger Blvd Sanitary Sewer Extension

Project Owner: City of Portland

Bid: Prime

Contract Amount: \$3.9 Million

Agency Project Manager Info: Don Poletski

PH: 503-823-2968

Project Manager: Thane Landis

Superintendent: Jeff Radich

Project Manager Administration: Myke Landis

Project Details: Landis & Landis Construction installed over 7,600 LF of 8-inch main line sewer PVC pipe and over 1,400 LF of 6-inch PVC lateral line pipe using open-cut method. We installed, replaced or rehabilitated 48-Inch and 60-Inch manholes. Concrete work consisting, curbs, sidewalks and catch basins. Construct roadway improvements, proper restoration of asphalt, concrete and landscape will complete the work

Started: April 2017 - Completed: December 2017

Name of Project: Minor Road Reservoir

Project Owner: City of Kelso

Bid: Sub

Contract Amount: \$1.6 Million

Agency Project Manager Info: Mike Kardass

PH: 360-747-8434

Project Manager: Thane Landis

Superintendent: Chris Nelson

Project Details: This project consisted of demo of old reservoir and site preparation for 3MG new reservoir as well as all the yard piping.

Started: September 2017 - Completed: September 2019

Name of Project: Tabor Sewer Rehab

Project Owner: City of Portland

Bid: Prime

Contract Amount: \$6.0 Millions

Agency Project Manager Info: Erik Durshpek

PH: 503-823-5728

Project Manager: Jeff Radich

Superintendent: Jason Stepp

Project Manager Administration: Myke Landis

Project Details: Landis & Landis Construction installed over 4500 LF of main line sewer from 10-Inch to 30-Inch pipe using open cut, CIPP, jack & boring, and pipe bursting methods. We installed or replaced 48-Inch, 60-Inch, and 84-Inch manholes, concrete work consisting of stormwater facilities, curbs, sidewalks, and catch basins. Proper Restoration of asphalt, concrete and landscape completed the work.

Started: June 2016 - Completed: April 2017

Name of Project: Grant Park Sewer Rehab

Project Owner: City of Portland

Bid: Prime

Contract Amount: \$3,500,000

Agency Project Manager: Daniel Tariku

PH: 503-823-7873

Project Manager: Thane Landis

Superintendent: Jeff Radich

Description of work performed: Over 10,000 LF of rehab or new sewer pipe from 4-Inch laterals to 24-Inch Mainline. 48-Inch Manholes, Excavation 4' to +24' depth, shoring, erosion control, DEQ SRF, scheduling, paving, traffic control, landscaping.

Started: July 2014 - Completed: March 2015

Project: Rowlands Addition Sanitary Sewer Rehab

Project Owner: City of McMinnville

Contract Amount: \$650,000

Agency Project Manager: Roy Markee

PH: 503-434-7312

Project Manager: Lance Landis

Superintendent: Jeff Radich

Project Details: The work was installing 1613 LF of 8-Inch PVC sanitary sewer, 1381 LF of 12-Inch PVC storm sewer, 194 LF of 10-Inch PVC storm sewer, 1235 LF of 4 or 6-Inch PVC sewer laterals. Pipe Burst 1074 LF of 8-Inch HDPE, Pipe Burst 271 LF of 10-Inch HDPE. CCTV 5271 LF. Install 21 Each 48-Inch Manholes, 9 Catch Basins.

Started: January 2015 - Completed: April 2015

Name of Project: Vernon-Sabin-Alameda Phase 2 Sewer Rehab

Project Owner: City of Portland

Bid: Prime

Contract Amount: \$3,200,000

Agency Project Manager: Fahim Rahman

PH: 503-823-7721

Project Manager: Lance Landis

Superintendent: Jeff Radich

Foreman: Jason Stepp

Description of work performed: Over 10,000 LF of rehab or new sewer pipe from 4-Inch laterals to 12-Inch Mainline. 48-Manholes, Excavation 4' to +20' depth, shoring, erosion control, DEQ SRF, scheduling, paving, traffic control, landscaping.

Started: January 2013 - Completed: October 2014

Name of Project: Madeline I/I Abatement Phase 2

Project Owner: Clean Water Services

Bid: Prime

Contract Amount: \$2.3 Million

Agency Project Manager I: Jessica Rinner

PH: 503-547-8117

Project Manager: Lance Landis

Superintendent: Jeff Radich/Jason Stepp

Project Details: This project consisted of rehabilitating 19,992 feet of 8-Inch sewer pipe in Aloha, Oregon. The project will rehabilitate the sewer pipes using a combo of pipebursting, CIPP and open cut. Rehabbing 134 sewer manholes.

Started: April 2012 - Completed: May 2013

Name of Project: 2013-2014 Clay Pipe Replacement

Project Owner: City of Milwaukie

Bid: Prime

Contract Amount: \$1,200,000

Project Manager Milwaukie: Zack Weigel

PH: 503-786-7600

Project Manager: Jeff Radich

Superintendent: Jason Stepp

Project Manager Administration: Myke Landis

Project Details: This project consisted of Landis and Landis Construction pipe bursting approximately 5,400 LF of existing clay pipe with HDPE pipe, open trench replacement of approximately 600 LF of existing pipe with HDPE and PVC reconnection of 101 laterals, installation of 3 manholes and performance of such additional and incidental work.

Started: June 2013 - Finished: August 2013

Name of Project: 10 MG Will Crandall Reservoir and Pump Station

Project Owner: City of Hillsboro

Bid: Subcontractor

Contract Amount: \$2,800,000

Engineer: CH2M

Project Engineer: Brad Phelps

PH: 503-736-4376

General Contractor: Ward-Henshaw Construction

General Contractor Project Manager: Allen Oest

PH: 503-266-1986

Project Manager: Thane Landis

Project Superintendent: Chris Nelson

Project Details: This project consisted of moving and hauling 60,000 CY of dirt excavation, 24-Inch inlet/outlet waterline, and pump station excavation and construction.

Started: June 2012 - Completed: Summer 2013

Project Owner: City of McMinnville

Bid: Prime

Contract Amount: \$2,293,000

Agency Project Manager: Roy Markee

PH: 503-434-7312

Project Manager: Jeff Radich

Superintendent: Jason Stepp

Project Details: This project consisted of installing, repair, or replace approximately 11,300 linear feet of sanitary sewer mainline ranging from 6 to 12-inches in diameter and install new approximately 4,800 linear feet of storm sewer ranging from 10 to 18-inches in diameter. Construction methods utilized for the improvements included Pipe Bursting, Open Trench Ex, and CIPP. Landis and Landis Construction used Pipe Bursting method for 1690 linear feet of 8-inch, 273 linear feet of 10-inch, and 352 linear feet of 12-inch. A few miscellaneous laterals were down Pipe Bursting.

Started: March 2012 - Completed: August 2012

Name of Project: SW Kinnaman 173rd-185th I&I Abatement Project – Project No. 6495

Project Owner: Clean Water Services

Bid: Prime

Contract Amount: \$842,788

Agency Project Manager Info: Joe Dvorak

PH: 503-547-8117

Project Manager: Lance Landis

Superintendent: Jeff Radich

Project Details: This project consisted of rehabilitating 5,472 feet of 8-inch diameter sewer pipe in Aloha. This project used a combination of Pipe Bursting, CIPP and Open Trench Ex. The project also included video inspection of 76 sewer laterals and rehabilitation of those laterals as required. Landis and Landis Construction did all segments of this project except CIPP. Pipe Bursting was used predominately in this project.

Started: October 2011 - Completed: February 2012

Name of Project: Forest Grove Wastewater Treatment Facility Liquid Stream Upgrade Project

Project Owner: Clean Water Services

Bid: Prime

Contract Amount: \$960,000 Lump Sum

Agency Project Manager: Steve Kebbe

PH: 503-547-8198

Engineer Rep: Black & Veatch – 5885 SW Meadows Road Suite 700 Lake Oswego, OR 97035

Engineer contact person: Rich Blakmon, P.E.

Engineer contact phone person: 503-443-4414

Project Manager: Chris Nelson

Superintendent: Jeff Radich

Description of work performed: Demo of two aeration basins, install storm pipe, install electrical and water services, grading, paving, gravel surfacing, installation of 4.5' wall.

Started: June 2011 - Completed: December 2011

Name of Project: Lower Westside Storm Drain Interceptor Improvements Project

Project Owner: City of Beaverton

Bid: Prime

Contract Amount: \$1,200,000

Agency Project Manager: Ben Shaw

PH: 503-526-2447

Project Manager: TJ Landis

Superintendent: Jeff Radich

Description of work performed: The project consisted of the construction of approximately 1,500lf of 8" through 15" storm drain, 1,200lf of 27" through 42" storm drain, and 1500lf of 30" and 42" CIPP Liner. Excavation – Shallow and +15' deep, Shoring, Erosion Control, Traffic Control. Oversee CIPP and Paving.

Started: April 2011 - Completed: August 2011

Name of Project: SW Jenkins Rd Waterline Improvements Project

Project Owner: City of Beaverton

Bid: Prime

Contract Amount: \$669,935

Agency Project Manager: Brion Barnett

PH: 503-526-2592

Project Manager: TJ Landis

Superintendent: TJ Landis

Description of work performed: Works consists of installation of approx. 3,000lf of 16" Ductile Iron waterline.

Started: August 2011 - Completed: September 2011

Name of project: Willapa Regional Wastewater Conveyance Facilities

Project Owner: Cities of Raymond and South Bend Washington

Bid: Prime

Contract Amount: \$4,200,000

Agency Rep: Greg Nicoll (Gray & Osbourne)

PH: 206-284-0860

Project Manager name: Chris Nelson

Superintendent name: Chris Nelson

Description of work performed: (3) Triplex pump stations, (1) Duplex pump station. 7000 lf of 12" force main 100,000 ton surcharge

Started: June 2010 - Completed: June 2011

Name of Project: Lents Sanitary Sewer Extension

Project Owner: City of Portland

Bid: Prime

Contract Amount: \$2,400,000

Agency Project Manager: Bill Theiss

PH: 503-823-7931

Project Manager: TJ Landis

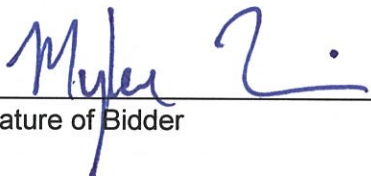
Superintendent: Jeff Radich

Description of work performed: Construct new sanitary sewer in Lents neighborhood. Trench Ex and backfill. 14,000 lf of 6" & 8" pipe.

Started: April 2010 - Completed: April 2011

(Additional)

(Additional)

 11/19/20

Signature of Bidder



November 23, 2020

Josh Wheeler, P.E.
City of Oregon City
625 Center Street
Oregon City, Oregon 97045

RE: Gaffney Lane Street Widening – Recommendation to Award
OC Project No. CI 15-008
W.E. Job No. 1348B

Dear Mr. Wheeler:

We have reviewed the submitted bid from the apparent low bid received for the above referenced project. A total of fifteen (15) bids were received ranging from \$347,937.00 to \$514,514.00. Based on the submitted bid documents, the apparent low bidder appears to be responsible and responsive.

The lowest responsive and responsible bid was submitted by Landis&Landis Construction, LLC from Marylhurst, OR in the amount of Three Hundred Forty-Seven Thousand Nine Hundred Thirty-Seven Dollars and Zero Cents (\$347,937.00).

We have reviewed Landis&Landis' bid bond and have checked their current status relative to state licensing and found it to be in order along with verifying that the contractor is not listed on the debarred contractors list. A reference check verified that Landis&Landis appears to be a reputable construction company with municipal work experience similar to this project.

Based on the above, Wallis Engineering recommends the City award the contract for the Gaffney Lane Street Widening to Landis&Landis Construction for the bid amount of \$347,937.00.

Please note that in accordance with ORS 279B.135 a Notice of Intent to Award must be sent to the other bidders prior to the City's award of a contract.

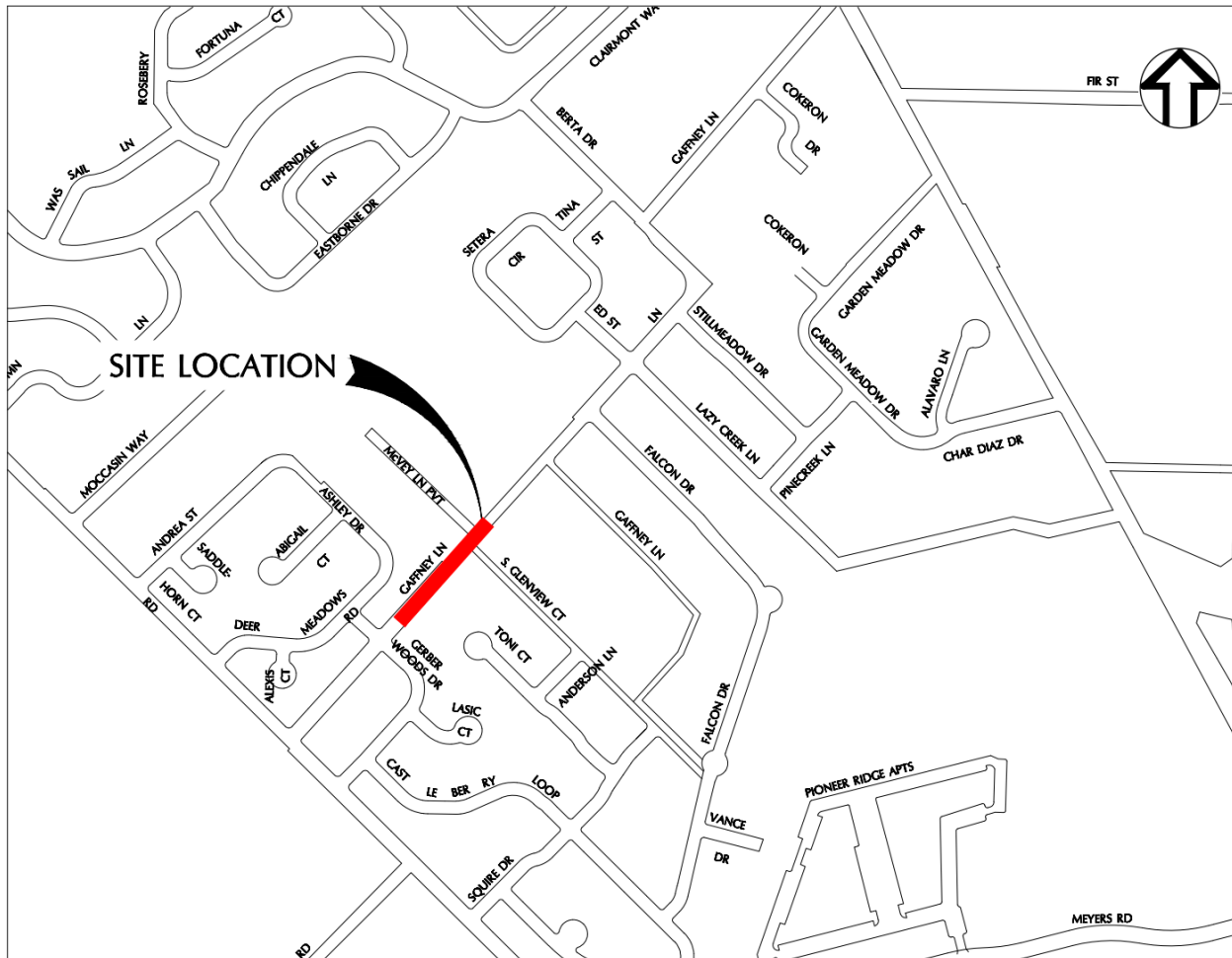
Sincerely,

A handwritten signature in blue ink, appearing to read "Wes Wegner", is written over a light blue horizontal line.

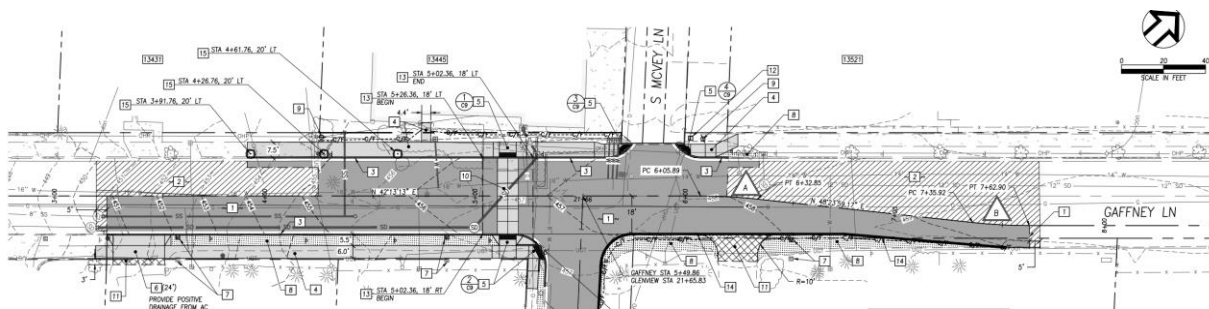
Wes Wegner, P.E.
WALLIS ENGINEERING

P:\13\1348B - Gaffney Lane Imp\700 Construction\702 Contract Award\2020 Bids\Gaffney Recommendation to Award.docx

Location Map :



Project Scope :





CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/02/2020

SUBJECT:

Amendment No. 2 to the Personal Services Agreement with Wallis Engineering, PLLC for Consulting Inspection Services of the Gaffney Lane Street Widening Project

STAFF RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 2 to the Personal Services Agreement with Wallis Engineering, PLLC in the amount of \$47,233.47 for the Gaffney Lane Street Widening Project (CI 15-008).

EXECUTIVE SUMMARY:

The Public Works Department is seeking inspection services from the design engineer, Wallis Engineering, PLLC, for the Gaffney Lane Street Widening Project. Wallis Engineering has provided a proposal in the amount of \$47,233.47. City staff recommends that the City Commission amend the contract to include consulting inspection services in the amount of \$47,233.47; thereby, increasing the total contract with Wallis Engineering, PLLC for this project to be \$70,793.92.

BACKGROUND:

The Gaffney Lane Street Widening Project began in 2015. At that time, there was consideration for the Public Works Operations Group to complete the necessary work themselves. As the scope was defined, it became apparent that a contractor would be needed, and a design was required.

In June 2015, the City engaged Wallis Engineering, PLLC to design this project which includes road straightening/widening, sidewalks, a sewer extension, a speed table, and miscellaneous roadside improvements. To construct this project, additional right-of-way was needed. ROW acquisition complications and other funding priorities put the project on hold. This need for ROW instigated the City to purchase a house at the corner of Gaffney Lane and McVey Lane so that proper right-of-way could be dedicated. Over the years the needed right-of-way has been obtained from the City-owned property as well

as three small dedications from flag lot properties that exist on McVey Lane. These three McVey Lane properties take shared access off this segment of Gaffney Lane.

In May 2019, the City entered into a new Personal Services Agreement with Wallis Engineering, in the amount of \$23,560.45 for additional design services required to bring the prior plans and specifications into compliance with current standards and packaged into a bid document. In Summer 2019 the project was bid, however all the bids received were higher than expected, and these bids were rejected. In August 2019, the City extended the duration of the Wallis contract to the end of 2021, assuming a 2020 bid schedule would bring more favorable results.

By scrutinizing the overall capital budget, re-evaluation and refinement of other projects that were budgeted, and the addition of an allocation of the revenue received from the Clackamas County vehicle registration fees, Public Works has established that funding is adequate to complete this longstanding and crucial project.

The City and Wallis Engineering have since proceeded to complete the bid package and solicit bids. Bids were opened on November 20, 2020 and a City Commission bid award is slated for December 2nd. The following personal services contract modifications have been identified and negotiated with the consultant:

Amendment No. 2, for a total of \$47,223.47 includes the following:

- Addition of construction administration, engineering, and inspection services during the construction phase.

Previously approved Amendment No. 1, which was executed on August 11, 2020, extended the duration of the contract to the end of 2021.

The original contract amount was awarded at \$23,560.45. The net increase of Amendments No. 1 through 2 add an additional \$47,233.47, resulting in a contract price with amendments equal to \$70,793.92.

OPTIONS:

1. Authorize the City Manager to execute the Amendment.
2. Authorize the City Manager to execute the Amendment with specific modifications.
3. Deny the Amendment. If the Commission chooses to deny the Amendment, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$47,233.47.00

FY(s): 2021

Funding Source(s): Wastewater Fund, Stormwater Fund, Water Fund, Transportation Fund, PMUF, and Transportation SDC

CITY OF OREGON CITY
Amendment No. 2 to Personal Services Agreement
GAFFNEY LANE STREET WIDENING (CI 15-008)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WALLIS ENGINEERING, PLLC**, hereinafter called "PS Consultant," which was previously entered into on **May 17, 2019** ("Contract") for **GAFFNEY LANE STREET WIDENING**; and

Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

The Scope of Work is hereby amended to include those tasks/responsibilities as outlined in Exhibit A – Scope of Work, attached herein.

2. The **Duration of Contract** is hereby amended as follows:

The Duration of Contract is not being amended.

3. The **Payment Provisions** are hereby amended as follows:

For provision of revision of fee schedule described above, the contract price shall be increased by an amount not to exceed **forty-seven thousand, two hundred and thirty-three and 47/100 dollars (\$47,233.47)**. The total not to exceed amount of the Agreement shall be **seventy thousand, seven hundred and ninety-three and 92/100 dollars (\$70,793.92)**.

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

CITY OF OREGON CITY

WALLIS ENGINEERING, PLLC

By: _____
John M. Lewis, P.E.
Title: Public Works Director

By: _____
Name: _____

DATED: _____, 20__.

Title: _____

By: _____
Anthony J. Konkol III
Title: City Manager

DATED: _____, 20__.

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney



**EXHIBIT A2: SCOPE OF WORK
SUPPLEMENTAL AGREEMENT #2**
City Oregon City | Gaffney Lane Improvements
November 2020 | WE #1348C

GENERAL SCOPE OF PROJECT

This project consists of the extension of Gaffney Lane through the frontage of 13445 Gaffney Lane. Improvements include road widening, utility extensions and other improvements to extend the road network. The original scope of work provided engineering services to design the improvements described above and prepare bidding documents.

- The Personal Services Agreement for this project (dated May 17, 2019) consisted of project management, data review and final contract documents.
- Amendment No. 1 (dated August 11, 2020) extended the duration of the contract to December 31, 2021.

AMENDMENT NO 2 SCOPE OF WORK

This supplemental scope of work includes construction management and inspection services during project construction.

TASK 6 CONSTRUCTION PHASE SERVICES (NEW TASK)

Wallis Engineering will provide construction management and inspection support to City staff through the completion of the project.

6.1 Construction Administration

- Conduct the pre-construction meeting with City staff, the contractor, and other stakeholders to effectively communicate those areas of the project which will require special attention during construction.
- Conduct weekly construction meetings with City staff, the contractor, and other affected stakeholders as needed. Meeting Agenda and Minutes will be prepared for each weekly meeting and a total of eight (8) weekly meetings is assumed.
- Review monthly payment requests by the contractor, verify quantities included in each pay request, and prepare payment recommendations to the City. Complete a final pay estimate at project completion.
- Provide construction management oversight of the Contractor's work schedule and quality, coordinate construction tasks with City, public and other non-agency entities, evaluate field design changes, negotiate and prepare change orders as necessary to complete the project, and prepare a recommendation for project acceptance after final completion. The budget assumes four (4) hours per week for a ten-week construction period.

6.2 Construction Engineering and Field Inspection

Construction Engineering services include:

- Review and respond to: contractor submittals; shop drawings; requests for information; notifications of differing site conditions; Contractor prepared Quality Control, Quality Assurance

plan; Work plans; and completed field testing for conformance to the contract documents. Consult with the City regarding the acceptability of material substitutes or 'as-equal' items proposed by the contractor.

- Provide a final walk-through with the contractor and City staff at the project completion. Provide written punch list to the contractor and recommendation of final acceptance when appropriate.

Field Inspection services include:

- Provide daily site inspections to monitor the quality and progress of the work. Provide inspector's daily report of construction activities for each day of inspection along with project photos. The budget assumes a ten-week construction period and includes assistance with monthly progress payments and attendance of the weekly meetings. Four of the weeks are assumed to require full time inspection at 40 hours per week and the remaining six weeks are assumed to require 20 hours of inspection per week.
- An additional eight (8) hours (total) is assumed for the inspector to assist with generating a corrective work item list and final closeout documentation.
- Daily inspection services can be supplemented or replaced by City Staff at the discretion of the City.

6.3 Record Drawings

Wallis Engineering will prepare Record Drawings based on as-built information provided by the contractor following construction. Record Drawings will be submitted to the City in electronic format following construction completion.

Task 6 Assumptions:

- Ten weekly construction meetings will be held.
- Four Progress payments will be made (including the final).
- Construction staking services will be provided by the Contractor.
- Quality control testing services and material laboratory analysis will be provided by the Contractor.
- The City's project manager will perform all construction management tasks not specifically included in this scope of work.
- Post-Construction as-built survey will not be performed.
- Post Construction Monumentation surveys will be completed by Compass Land Surveying under other tasks.

Task 6 Deliverables:

- Pre-Construction Meeting Minutes
- Weekly construction meeting minutes
- Monthly pay estimates and recommendations
- Submittal comments and response log
- Inspector's daily report for each working day of inspection
- Final Punch List and Recommendation of Final Acceptance
- Electronic version of Record Drawings in PDF and AutoCAD version 2018 format

Agreement
Exhibit B2 - Fee Estimate
City of Oregon City - Gaffney Lane Improvements
WE #1348C
November 2020

TASK		SE	E1	E2	E3	E4	E5	E6	SD	Insp.	T1	TW	C1	Staff Cost	Expenses	Total Cost
		\$190.03	\$165.19	\$154.40	\$134.97	\$110.13	\$103.66	\$91.77	\$131.73	\$98.26	\$103.66	\$91.77	\$75.59			
Task 6	Construction Phase Services															
6.1	Construction Administration	0	0	74	0	0	0	0	0	2	0	0	1	\$ 11,697.71	\$ 32.00 (M)	\$ 11,729.71
6.2	Construction Engineering and Field Inspection	0	0	20	0	0	16	0	0	288	0	0	0	\$ 33,045.44	\$ 288.00 (M)	\$ 33,333.44
6.3	Record Drawings			6							12			\$ 2,170.32	(M)	\$ 2,170.32
	TASK 6 SUBTOTAL	0	0	100	0	0	16	0	0	290	12	0	1	\$ 46,913.47	\$ 320.00	\$ 47,233.47
	GRAND TOTAL	0	0	100	0	0	16	0	0	290	12	0	1	\$ 46,913.47	\$ 320.00	\$ 47,233.47

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Fee Summary.

FEE SUMMARY			
Staff	Hours	Rate	Fees
SE - Senior Engineer	0	\$190.03	\$ -
E1- Engineer 1	0	\$165.19	\$ -
E2 - Engineer 2 (PM)	100	\$154.40	\$ 15,440.00
E3 - Engineer 3	0	\$134.97	\$ -
E4 - Engineer 4	0	\$110.13	\$ -
E5- Engineer 5	16	\$103.66	\$ 1,658.56
E6 -Engineer 6	0	\$91.77	\$ -
SD- Senior Designer	0	\$131.73	\$ -
Inspector	290	\$98.26	\$ 28,495.40
T1 - Technician 1	12	\$103.66	\$ 1,243.92
TW- Technical Writer	0	\$91.77	\$ -
C1 - Clerical 1	1	\$75.59	\$ 75.59
Total Fees from Staff			\$ 46,913.47
Expenses			Cost
Printing (P)		\$	-
Mileage (M)		\$	320.00
Total Fees from Expenses			\$ 320.00
TOTAL BUDGET			\$ 47,233.47



EXHIBIT B

RATE SCHEDULE

Rates are effective January 1, 2021 thru December 31, 2021

<u>Staff</u>	<u>Hourly Rate</u>
Senior Engineer	\$190.03
Engineer 1	\$165.19
Engineer 2	\$154.40
Engineer 3	\$134.97
Engineer 4	\$110.13
Engineer 5	\$103.66
Engineer 6	\$91.77
Senior Designer	\$131.73
Inspector	\$98.26
Technician 1	\$103.66
Technical Writer	\$91.77
Clerical 1	\$75.59

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

Point of Contact: Jeremy Tamargo
Term of Contract: May 17, 2019 through December 31, 2021

CITY OF OREGON CITY
Amendment No. 1 to Personal Services Agreement
GAFFNEY LANE STREET WIDENING (CI 15-008)

This is an Amendment to the Personal Services Agreement by and between the City of Oregon City (hereinafter City), and **WALLIS ENGINEERING, PLLC**, hereinafter called "PS Consultant," which was previously entered into on **May 17, 2019** ("Contract") for the **GAFFNEY LANE STREET WIDENING** and
Whereas, the parties wish to amend the Contract as set forth below:

WITNESSETH:

1. The **Scope of Work** is hereby amended as follows:

The Scope of Work is not being amended.

2. The **Duration of Contract** is hereby amended as follows:

The Duration of Contract is being extended from June 30, 2020, to December 31, 2021.

3. The **Payment Provisions** are hereby amended as follows:

The Payment Provisions are not being amended.

All other provisions of the Personal Services Agreement referenced above shall remain in full force and effect.

WALLIS ENGINEERING, PLLC

CITY OF OREGON CITY

By: _____

Name: Jane Vail

Title: Principal Engineer

Date: August 11, 2020

John M. Lewis, P.E.
Public Works Director

Date: 8-11-2020

P:\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 15-008 Gaffney Lane Street Widening - 2019 Construction Phase\2019 Project Files\CONSULTANT\Contract\Amendments\Amend 1 - CI 15-008 PSA with Wallis Engineering.docx



**2020 RATE SCHEDULE
TRANSPORTATION PSA**

January 1, 2020 – December 31, 2020

Classification	Direct Hourly Salary (Midpoint)	Billing Rate
Quality Control Manager	\$60.98/hour	\$ 207.23
Senior Engineer	\$60.98/hour	\$ 187.04
Engineer 1	\$54.81/hour	\$ 162.59
Engineer 2	\$52.88/hour	\$ 151.97
Engineer 3	\$44.71/hour	\$ 132.84
Engineer 4	\$40.39/hour	\$ 108.40
Engineer 5	\$32.00/hour	\$ 102.03
Engineer 6	\$29.44/hour	\$ 90.32
Inspector	\$50.00/hour	\$ 96.71
Senior Designer	\$52.00/hour	\$ 129.66
Technician 1	\$33.05/hour	\$ 102.03
Technical Writer	\$36.00/hour	\$ 90.32
Clerical 1	\$30.00/hour	\$ 74.40

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

Gaffney Lane Street Widening (CI 15-008)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **WALLIS ENGINEERING, PLLC** ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement shall be from the date the contract is fully executed until **June 30, 2020**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. **Compensation.** City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **twenty-three thousand five hundred sixty and 45/100 dollars (\$23,560.45)**.

3. **Scope of Services.** Consultant's services under this Agreement shall consist of services as detailed in **Exhibit A**, attached hereto and by this reference incorporated herein.

4. **Standard Conditions.** This Agreement shall include all of the standard conditions as detailed in **Exhibit B**, attached hereto and by this reference incorporated herein.

5. **Schedule.** The components of the project described in the Scope of Services shall be completed according to Term, above.

6. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. **Notices.** Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
 PO Box 3040
 625 Center Street
 Oregon City, OR 97045
 Attention: John M. Lewis
Wallis Engineering, PLLC
215 W 4th Street, Suite 200
Vancouver, WA 98660
Attention: Wes Wegner

To Consultant:

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

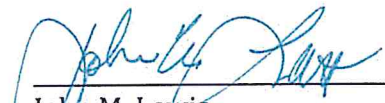
8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this 17 day of May, 2019.

CITY OF OREGON CITY

WALLIS ENGINEERING, PLLC

By:



 John M. Lewis
 Title: Public Works Director

By:



 Title: Principal Engineer

DATED: _____, 20__.

DATED: May 17, 2019.

\\depot\departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 15-008 Gaffney Lane Street Widening\2019 Project Files\CONSULTANT\Contract\CI 15-008 PSA Form.docx

**CITY OF OREGON CITY
GAFFNEY LANE IMPROVEMENTS
WALLIS ENGINEERING, PLLC
EXHIBIT A – SCOPE OF WORK
MAY 2019
WE#1348C**

PROJECT BACKGROUND

This project consists of finalizing Engineering Plans and Contract Documents to reconstruct Gaffney Lane near the frontage of 13445 Gaffney Lane. The existing right-of-way in front of this property is approximately 10 feet farther south than the adjacent property, constraining the vehicular and pedestrian travel way. The project is also adjacent to Gaffney Lane Elementary School and there are no existing provisions for pedestrians to pass the property on either side of the street which hinders access to the school.

Wallis Engineering prepared engineering improvement plans to a 90% completion level under a previous contract to provide for pedestrian movement on both sides of Gaffney Lane, extend sanitary sewer and storm sewer through the project site, reduce the offset in the existing vehicular travel way, add provisions for bike lanes and parking as appropriate, and provide traffic calming improvements.

This proposed scope of work includes finalizing the design and producing Engineering Plans and Contract Documents for public bidding as well as providing bidding services.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until June 30, 2020.

PROJECT TEAM

Wallis Engineering, PLCC will serve as the prime consultant for this project, leading subconsultants to complete all the services identified in the specific scope of work. Each subconsultant is listed below with the primary tasks which they will complete.

Consultant - Discipline	Responsibilities
Compass Land Surveyors, Inc (Compass) – Surveying	Post Construction Record of Survey

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Objective: Wallis Engineering (Wallis) will provide project management, administration, and coordination between City staff, all project team members and project stakeholders. This task includes technical and financial management of the project.

Task 1.1 Project Management and Coordination. Provide project management, coordination, and direction to the City staff and design team to successfully complete the project. Confirm the goals, objectives and potential impacts of the project with the City project manager. Establish quality control management and procedures and designate responsibility for all technical work and deliverables. Project management tasks will include the following:

- Comprehensive project management to ensure the scope, schedule and budget are met. Provide a point contact person for the City while coordinating with the project team.
- Prepare a simplified project schedule outlining all milestones and deliverables to complete the project.
- Monthly progress reports will be submitted with invoices. Monthly progress reports will include task level budget status, schedule status, and brief summary of work completed along with any upcoming scope, schedule or budget concerns. Billings will include staff, title, hourly rate, and hours charged to the project.
- Attend one (1) project meeting with City Staff to overview previous work completed and identify remaining tasks to be completed by Wallis and the City.

Task 1.2 Franchise Utility Coordination. Wallis will review previous coordination efforts in regard to relocating the existing private utilities in conflict with the proposed improvements and re-initiate coordination and contact with the private utilities. An allotment of 12 hours is assumed to complete the relocation coordination.

Task 1 Assumptions:

- This contract will span a 2-month design period (May 2019 – June 2019) and a 1-month bidding phase.
- Weekly project coordination conference calls will be held with the City project manager as needed.
- No public involvement is anticipated.
- One (1) project meeting with City staff and one (1) onsite meeting with the franchise utility representatives are assumed.

Task 1 Deliverables:

- Project Scope and Fee
- Meeting minutes and agendas
- Monthly progress reports submitted with invoices. Billings will include staff classification, hourly rate, and hours charged to the project.
- Coordination and incorporation of proposed private utility relocation plans into plan set as work by others.

TASK 2 EXISTING DATA REVIEW AND EVALUATION

Objective: To review all previously completed work and correspondence on the project to identify all remaining tasks to be completed. To provide City staff with a comprehensive understanding of all remaining coordination and production needs.

A detailed review of the following will be conducted by the design team:

- 90% design plans dated November 15, 2015.
- Email and phone conversation notes from previous design efforts.
- Coordination with City Staff to determine if any utility work has been completed in the area since the recent design work.
- Status of private utility relocation design.

TASK 3 FINAL CONTRACT DOCUMENT DEVELOPMENT

Objective: To prepare final contract documents and an opinion of cost at the final submittal stage.

The design team will assemble and submit final plans, specifications, and opinion of cost to the City for review prior to bidding. Specifications will use the “2018 Oregon/APWA Standard Specifications for Public Works Construction” and will conform to the City of Oregon City’s Design Standards. The contract drawings format will follow those included in the 90% design package previously completed.

Task 3 Assumptions:

- All necessary permits will be completed by the City.
- All Right-of-Way dedications and needs will be completed by the City.

- No revision to the stormwater management approach shown in the previously completed 90% contract plans is necessary.

Task 3 Deliverables:

- Final Plans, Specifications and Opinion of Cost

TASK 4 BIDDING PHASE SERVICES

Objective: To assist City staff with soliciting contractor bids to perform the work in conformance with City requirements.

Subtask 4.1 Project Bidding. Contract documents prepared by Wallis Engineering in Task 3 will be used to bid the project. The City will be responsible for advertising the project, preparing and distributing Contract Documents to prospective bidders and maintaining a planholder's list. Wallis Engineering will respond to questions that come up during bidding, and coordinate responses to questions with project subconsultants as they arise.

Subtask 4.2 Project Addenda. Wallis Engineering will prepare addenda and submit to the City for distribution as needed.

Subtask 4.3 Project Award. City will be responsible for reviewing and processing all received bids and preparing a recommendation of award. Wallis Engineering will review bid prices with City project manager. Wallis will review the low bidder's documents and make a recommendation as to contract award.

Task 4 Assumptions:

- Up to two (2) addenda may be necessary.
- Advertisement and plan distribution will be through the City's online plan center.
- City will prepare and maintain a planholder's list, review and process all bids, and prepare a bid tabulation.
- City will prepare a recommendation of award.
- Wallis will not attend the bid opening.

Task 4 Deliverables:

- Addenda will be prepared and provided to the City in electronic format for distribution to bidders.
- Recommendation to Award.

TASK 5 POST CONSTRUCTION RECORD OF SURVEY

Objective: To complete the Post Construction Record and Survey.

Compass will replace any disturbed or destroyed monuments shown on SN 2016-129 after the completion of Construction and submit the Post Construction Record of Survey. The survey will be submitted to Clackamas County Surveying office following completion.

Task 5 Deliverables:

- Post Construction Record of Survey

Agreement
Exhibit A - Fee Estimate
City of Oregon City - Gaffney Lane Improvements
WE #1348C
May 2019

TASK	E1	E2	E3	E4	E5	T1	C1	Staff Cost	Expenses	Subconsultants Compass	Total Cost
	\$160.19	\$149.72	\$130.88	\$106.80	\$100.52	\$100.52	\$73.30				
Task 1 Project Management and Administration											
1.1 Project Management and Coordination		16					6	\$ 2,835.32	\$ 32.00 (M)		\$ 2,867.32
1.2 Franchise Utility Coordination		4		8				\$ 1,453.28	\$ 32.00 (M)		\$ 1,485.28
TASK 1 SUBTOTAL	0	20	0	8	0	0	6	\$ 4,288.60	\$ 64.00	\$ -	\$ 4,352.60
Task 2 Existing Data Review and Evaluation											
Existing Data Review and Evaluation		8			4			\$ 1,599.84			\$ 1,599.84
TASK 2 SUBTOTAL	0	8	0	0	4	0	0	\$ 1,599.84	\$ -	\$ -	\$ 1,599.84
Task 3 Final Contract Document Development											
Final Construction Drawings	2	4			16	12		\$ 3,733.82	\$ 32.00 (M)		\$ 3,765.82
Final Contract Specification	2	4	32				4	\$ 5,400.62			\$ 5,400.62
Final Opinion of Cost	1	2			8			\$ 1,263.79			\$ 1,263.79
TASK 3 SUBTOTAL	5	10	32	0	24	12	4	\$ 10,398.23	\$ 32.00	\$ -	\$ 10,430.23
Task 4 Bid Phase Services											
4.1 Project Bidding		4	4					\$ 1,122.40			\$ 1,122.40
4.2 Project Addenda			6			2	2	\$ 1,132.92			\$ 1,132.92
4.3 Project Award		2					1	\$ 372.74			\$ 372.74
TASK 4 SUBTOTAL	0	6	10	0	0	2	3	\$ 2,628.06	\$ -	\$ -	\$ 2,628.06
Task 5 Post Construction Record of Survey											
Post Construction Record of Survey		1						\$ 149.72		\$ 4,400.00	\$ 4,549.72
TASK 5 SUBTOTAL	0	1	0	0	0	0	0	\$ 149.72	\$ -	\$ -	\$ 4,549.72
GRAND TOTAL	5	45	42	8	28	14	13	\$ 19,064.45	\$ 96.00	\$ 4,400.00	\$ 23,560.45

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Fee Summary.

FEE SUMMARY			
Staff	Hours	Rate	Fees
SE - Senior Engineer	0	\$ 184.28	\$ -
E1- Engineer 1	5	\$ 160.19	\$ 800.95
E2 - Engineer 2 (PM)	45	\$ 149.72	\$ 6,737.40
E3 - Engineer 3	42	\$ 130.88	\$ 5,496.96
E4 - Engineer 4	8	\$ 106.80	\$ 854.40
E5- Engineer 5	28	\$ 100.52	\$ 2,814.56
E6 -Engineer 6	0	\$ 88.99	\$ -
SD- Senior Designer	0	\$ 127.74	\$ -
Inspector	0	\$ 95.28	\$ -
T1 - Technician 1	14	\$ 100.52	\$ 1,407.28
TW- Technical Writer	0	\$ 88.99	\$ -
C1 - Clerical 1	13	\$ 73.30	\$ 952.90
Total Fees from Staff			\$ 19,064.45
Subconsultant			Fees
Compass		\$	4,400.00
Total Fees from Subconsultants			\$ 4,400.00
<i>NOTE: Fee includes 10% markup</i>			
Expenses			Cost
Printing (P)		\$	-
Mileage (M)		\$	96.00
Total Fees from Expenses			\$ 96.00
TOTAL BUDGET			\$ 23,560.45

EXHIBIT A

RATE SCHEDULE

Rates are effective thru December 31, 2019

<u>Staff</u>	<u>Hourly Rate</u>
Senior Engineer	\$184.28
Engineer 1	\$160.19
Engineer 2	\$149.72
Engineer 3	\$130.88
Engineer 4	\$106.80
Engineer 5	\$100.52
Engineer 6	\$88.99
Senior Designer	\$127.74
Inspector	\$95.28
Technician 1	\$100.52
Technical Writer	\$88.99
Clerical 1	\$73.30

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8d.

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Consultant is an independent contractor and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 8d.

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner

shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 8d.

local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's

workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence with a \$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance. Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

14. Legal Expenses. In the event legal action is

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8d.

brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally

delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8d.

person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

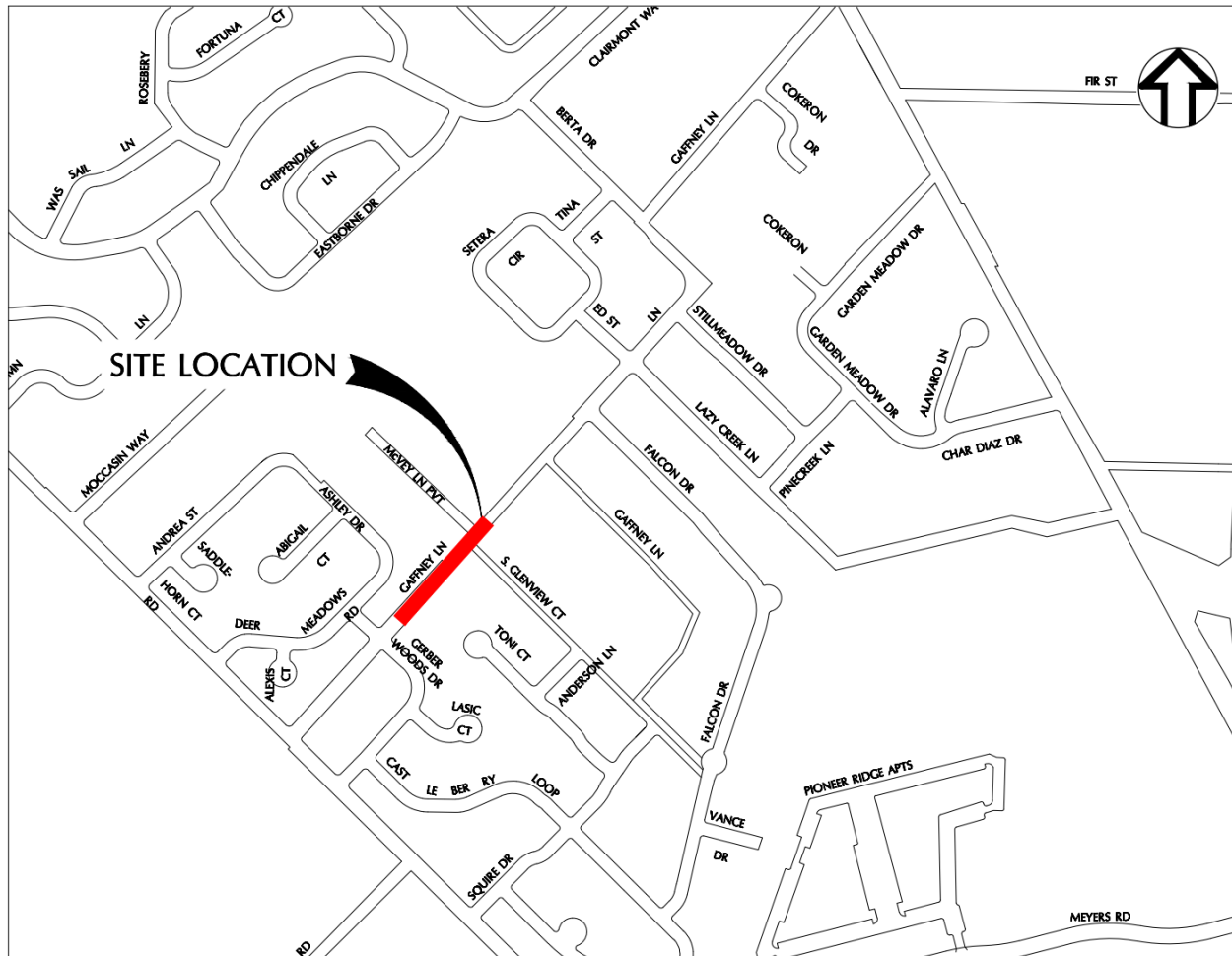
(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to

each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

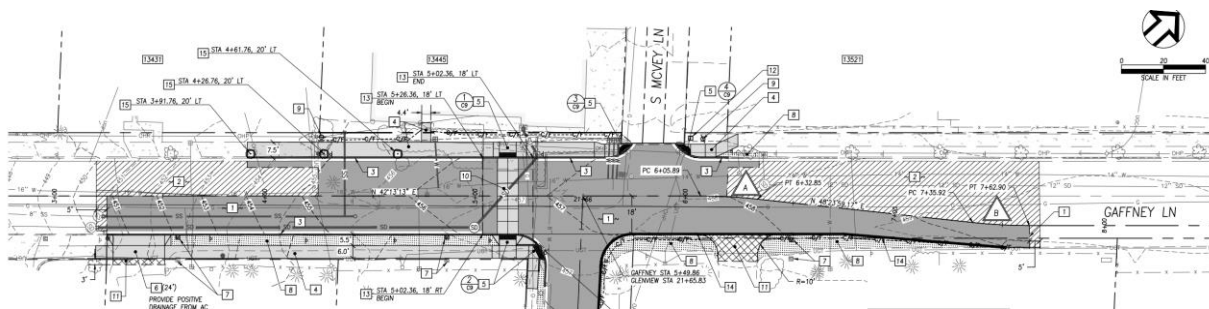
(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

Location Map :



Project Scope :





CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/02/2020

SUBJECT:

Personal Services Agreement with Century West Engineering for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project (CI 20-010)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Century West Engineering in the amount of \$282,230 for design services, preparation of bid documents, and construction bidding services for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project (CI 20-010).

EXECUTIVE SUMMARY:

A sanitary sewer inflow and infiltration rehabilitation project is proposed to reduce subsurface water entering the City's sanitary sewer collection system and to rehabilitate aging "public" infrastructure in the Rivercrest neighborhood.

BACKGROUND:

The City's 2014 Sanitary Sewer Master Plan calls for an Infiltration and Inflow (I/I) Abatement Program to reduce surface and subsurface water that is entering the sanitary sewer collection system. I/I is a problem because clean water is being conveyed to the wastewater treatment plant resulting in unnecessary collection and treatment efforts, reducing system efficiencies, and ultimately additional expenses for the rate payers. Infiltration typically occurs through underground pipe networks plagued with the kind of holes, cracks, joint failures, and faulty connections that come along with too many years of service.

From flow metering, smoke testing, and tv inspections, the City has identified the Rivercrest Neighborhood as one of the two areas where the sanitary system shows leakage and excessive flow resulting from I/I. This calls for a sanitary sewer rehabilitation project. The proposed rehabilitation project will be considered a pilot project to better confirm the effects of various elements of the project. Rehabilitation will include approximately 14,000 linear feet of public mainline sewer pipes that range in

size from 4-inch to 10-inch, 38 manholes, and approximately 214 publicly owned sewer service laterals which includes the portion of the individual service lateral located in City right-of-way (**excludes the private lateral on private property**). Trenchless methods such as pipe bursting and cured in place lining of the mainlines and laterals will be taken into consideration during the design phase.

The attached scope of work outlines the detail by which the project will move forward through the design process and construction bidding. Staff is seeking to enter into a contract with Century West Engineering for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project in the amount of \$282,230.

The design phase is tentatively scheduled to be complete by end of May 2021 and includes 50%, 90%, and Final Plans with complete bid documents. Construction bidding is tentatively scheduled for June 2021, and the project is expected to be under construction in Summer/Fall of 2021.

Century West Engineering is a consultant on the City's shortlist to prepare bid documents for capital improvement projects.

OPTIONS:

1. Authorize the City Manager to execute the contract with Century West Engineering.
2. Authorize the City Manager to execute the contract with Century West Engineering with specific modifications.
3. Deny the contract with Century West Engineering. If the Commission chooses to deny the contract, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$282,230
 FY(s): 2020-2021
 Funding Source(s): Sewer Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

SANITARY SEWER I/I REHABILITATION – RIVERCREST BASIN PROJECT (CI 20-010)

This PERSONAL SERVICES AGREEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **CENTURY WEST ENGINEERING** (“Consultant”).

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2021** unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant’s performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **two hundred eighty-two thousand, two hundred and thirty and no/100 dollars (\$282,230.00)**.

3. Scope of Services. Consultant’s services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

Century West Engineering
5500 Meadows Road, Suite 250
Lake Oswego, OR 97035
Attention: Matt MacRostie

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20____.

CITY OF OREGON CITY

CENTURY WEST ENGINEERING

By: _____
John M. Lewis, P.E.
Title: Public Works Director

By: _____

DATED: _____, 20____.

Name: _____

Title: _____

By: _____
Anthony J. Konkol III
Title: City Manager

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

\\depot\Departments\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 20-010 Sanitary Sewer I&I Rehabilitation - Rivercrest Basin\CONSULTANT\Contract\Contract - CI 20-010 - Century West Engineering.docx

SCOPE OF WORK

This document summarizes the project scope of work, background and assumptions required to provide engineering services to support the reconstruction and/or rehabilitation of a number of existing sanitary sewer system lines and appurtenances within the City of Oregon City. The City of Oregon City (Agency) has overall project management responsibility for this project with Century West Engineering (CWE) providing assistance with project management, design and engineering services.

Existing Conditions

Personnel from the City of Oregon City Engineering and Public Works Departments have identified approximately 14,000 lineal feet of mainline sewer pipes and associated manholes that may be in need of rehabilitation and/or reconstruction to reduce inflow and infiltration (I/I) into the wastewater collection system. The project area, shown in the attached Rivercrest Basin Map, includes sewer mains that range in size from 4-inch to 10-inch and encompasses 38 manholes. Main line pipe segments shown are either within roadway rights-of-way or located within easement on private properties.

Proposed Improvements

The proposed improvements are to include replacement and rehabilitation (R/R) and/or reconstruction of the sanitary sewer main lines, laterals and manholes. System rehabilitation may include the following:

- Pipe Lining with cured in place pipe (CIPP)
- Pipe Bursting and Replacement
- Pipe Joint Sealing
- Pipeline Point Repair
- Pipeline Removal and Replacement
- Manhole Sealing
- Manhole Lining
- Manhole Lid Replacement
- Service Lateral Reinstatement
- Service Lateral Lining
- Service Lateral Reconstruction
- Construction of new cleanouts at the right-of-way line on existing laterals

CWE staff and sub-consultants will provide the following services for the design and bidding phases of the project. The deliverables and assumptions are listed for each task. The tasks below are the result of a scoping meeting with the City and efforts as we understand them to be. All work performed under this scope of work will be done in accordance with City of Oregon City design standards and supplemented with local, state, and federal standards when applicable.

Task 1 – Project Management

Task 2 – Condition Assessment (30%)

Task 3 – Preliminary Design (50%)

Task 4 – Final Design (90%, Final)

Task 5 – Bidding Assistance

Task 6 – Additional Services (CONTINGENCY)

CWE will complete the above tasks over the approximate seven-month project timeframe that is anticipated to extend from December 2020 through July 2021.

Task 1 - Project Management

The consultant shall provide management, coordination, and direction to the project team throughout the project to meet budget, schedule and project objectives.

1.1 Administration

- 1) Maintain project records, budgets, schedule and communications for the duration of the project.
- 2) Process and submit monthly billing with a summary of project status by task and subtask. Include supplemental project status report that identifies percent complete vs percent spent, major ongoing tasks, anticipated upcoming work items and potential project issues/concerns.
- 3) Biweekly recurring phone call with the City to review status of tasks, schedule, and budget.
- 4) Direct and coordinate the work of all subconsultants.
- 5) Develop and administer QA/QC protocols.
- 6) Maintain Action Item List depicting constraints, responsibility, and resolution resulting from meetings, reviews, utility coordination, traffic control coordination, etc.

1.2 Meetings

- 1) Organize and attend the kickoff meeting with City staff. This meeting, which will include the City Project Manager (PM), CWE PM and CWE Engineer, will introduce the subject pipe segments, planned project tasks, and schedule. This meeting is assumed to be virtual.
- 2) Organize and attend up to four (4) meetings with City staff. Meetings assumed to include redline review discussion following milestone submittals (30%/50%/90%) and one technical team meeting, as needed.

Task 1 Assumptions

- 1) Meetings are assumed to be up to one hour plus travel time if necessary.
- 2) CWE to provide agenda and meeting minutes for meetings.

Task 1 Deliverables

- 1) Monthly invoices, including invoice summary spreadsheet in PDF format
- 2) Minutes for meetings with City staff
- 3) Project schedule
- 4) Action Item List (continuously updated, delivered at biweekly meetings or upon request)

Task 2 – Condition Assessment (30%)

The purpose of this task is to review City-provided information for the sanitary sewer mains, service laterals and manholes to confirm the condition of this infrastructure. Determine initial replacement and rehabilitation (R/R) techniques.

- 1) Perform review of City-provided CCTV inspection records and record drawings for mainline sewers and sewer laterals to assess the overall condition of each pipe sufficient to determine appropriate R/R techniques (trenchless or open trench).
- 2) Review City's initial condition assessments for sewer mainlines and sewer manholes, if available. Recommend any adjustments and establish consensus with City.
- 3) Perform a site visit to identify design and construction constraints. Document construction constraints for each reach or area including site photos.
- 4) Perform basic visual manhole condition assessments (Level 1) during site visits. Make recommendations to City if more detailed (Level 2) inspections are warranted.
- 5) Assess overall condition and make initial recommendations for sewer mainline and manhole R/R techniques.
- 6) Review all individual lateral videos and lateral inspection reports to assess initial condition of laterals. Provide condition assessment inventory spreadsheet for all laterals and make initial

designation of existing wyes and tees as active or inactive (for service laterals only).

- 7) Develop a Standard Operating Procedure (SOP) for lateral repair. The SOP will define the following:
 - a. A general methodology to select rehabilitation methods in design.
 - b. Best practices for design and construction of CIPP, open cut and pipe bursting replacement methodologies and include an inspector checklist for use in construction oversight.
 - c. One workshop is included to discuss measurement and payment construction clauses for individual rehabilitation methods.
- 8) Make initial repair recommendations for sewer laterals.
- 9) Develop a planning-level budgetary cost estimate for construction.
- 10) Assist the City in developing a standard letter to residents explaining the nature of the work to occur in their area for the purposes of:
 - a. Providing CWE-led Survey Notification efforts
 - b. assisting with City-led Rights of Entry (ROE) procurement for construction
 - c. assisting with City-led public outreach efforts
- 11) Obtain topographic surveying of the area to include the following elements:
 - a. Sanitary manholes to verify pipe size/location and rim/invert elevations
- 12) Advise City of the need for additional services and provide such services under contingency task orders as authorized by City. These tasks are described in greater detail under Task 6 – Additional Services. Such services may include:
 - a. Additional topographic survey (beyond those within Task 3) and property surveys.
 - b. Geotechnical investigations
 - c. Environmental impact assessments
 - d. Assessment of potential impacts to trees, vegetation and built improvements
 - e. Subsurface utility engineering, which may include potholing

Task 2 Assumptions

- 1) City has contracted with a cctv inspection firm to provide current cctv video of the sewer mainline and side-launch lateral videos. Lateral horizontal location will be paint marked on the surface at time of launch.
- 2) Inspection videos provided by the City will be complete and of sufficient quality to allow selection of R/R methods.
- 3) Distances from referenced manhole to each active service lateral provided by City's TV inspection reports are reasonably accurate.
- 4) Lateral assessments will be limited to the subject mainline pipe segments per the Rivercrest Basin Map.
- 5) City to review lateral condition assessment inventory at milestone deliverable to verify condition assessment and designation of laterals as active/inactive.
- 6) Service laterals will be evaluated, in general, on a pass/fail basis. (e.g., laterals made of PVC or ABS with no visible defects or bellies will be given a grade of "pass.") Defects, obstructions, and bends will be noted on the plan view schematic exhibits.
- 7) Manhole inspections will consist of a street-level visual inspection (Level 1) using lights and a digital camera to assess and document the structural integrity of the manhole and the presence of infiltration sources. Detailed measurements and/or man-entry into manhole for more detailed (Level 2) inspections, if warranted, will be completed by City staff.
- 8) City will provide maintenance staff to provide limited traffic control during site visits on an as-needed basis. This effort is assumed to be limited mainly to collector and arterial corridors.
- 9) No modeling will be performed.
- 10) CWE will prepare and distribute standard Survey Notification forms to individual property owners for survey work to be performed upon their property.

- a. City to provide applicable names and addresses for mailing of Survey Notification forms.
 - b. CWE to provide printing and postage for mailings.
- 11) The City shall prepare Right of Entry forms and obtain appropriate signatures on Right of Entry forms, as needed, for future construction activities resulting from the design of this project. This is assumed to be completed at a later date after the R/R methods for the each segment of the system have been determined.
 - 12) City will provide supporting data and information items for select reaches if currently available, such as:
 - a. Pipe maintenance history
 - b. Hydraulic capacity/known surcharge areas
 - c. Other data as appropriate to assist in R&R method selection and identification of areas that may require further investigations, such as survey or geotechnical explorations.
 - d. Relevant maps, GIS data, as-built drawings, video tapes and inspection reports
 - 13) City to lead public outreach program.
 - 14) It is assumed that City review of the condition assessment deliverables will last up to 3 weeks.

Task 2 Deliverables

- 1) Site photo inventory, identifying date, location and relevant information for each photo.
- 2) Utility Conflict Log identifying potential utility conflicts and utility coordination needs.
- 3) Manhole Assessment Forms for each manhole within project limits.
- 4) Spreadsheet with condition grade and initial repair recommendations for manholes, mainlines and laterals.
- 5) PDF plan view schematic exhibit showing condition assessments of individual mainlines and sewer laterals for City review.
 - a. Scale exhibit as necessary to fit 11x17 pdf for depiction of one block or mainline pipe segment per sheet. Segments longer than 600 feet will be split into multiple sheets as necessary.
 - b. Exhibits to be based upon GIS and aerial data.
- 6) SOP for lateral condition assessment
- 7) City will prepare and distribute Right of Entry Letter to applicable residents/property owners.
- 8) Project information narrative to support public outreach by the City.

Task 3 – Preliminary Design (50%)

The subtasks below shall be provided to support the delivery of the 50% Preliminary Design construction contract documents. The Preliminary Design shall be based upon the R/R methods resulting from the Condition Assessment task.

3.1 Plans, Specifications and Estimate

Prepare construction plans, profiles (as necessary), specifications, cost estimate and details to clearly describe the manhole and pipe R/R work to be performed. Design efforts are anticipated to include the following:

- 1) Identify R/R method, pipe size, pipe depth, work zone limits and other applicable construction information for mainline R/R activities.
- 2) Identify manhole size, depth and R/R methods.
- 3) Identify sewer lateral location, R/R method, R/R limits and work zone limits.
- 4) Identify surface restoration as applicable.
- 5) Identify construction limits for R/R activities.
- 6) Depict necessary erosion control BMP's in accordance with 1200-C permitting requirements.
 - a. If ground disturbance is in excess of 1 acre, CWE to apply for a 1200-C on City's behalf. Assumes 1200-C permit fees to be paid by the City.
- 7) Indicate existing trees to be removed or impacted. No tree removal applications or assessments anticipated to be required as part of this scope.
- 8) Sewer bypass analysis to list anticipated sewer flow rates for each pipe segment and minimum bypass construction requirements will be described on project specifications.

- 9) Traffic detours during construction shall be described in Special Provisions of the Contract Documents with specific requirements based upon City needs and MUTCD Standards. Plan sheets are not included.
- 10) Include City and ODOT standard drawings applicable to design.
- 11) Prepare the technical specifications Special Provisions following the 2018 ODOT/APWA (American Public Works Association) format. Update City-provided front end contract documents (General Conditions and Section 00100 special provisions) as applicable. The special provisions shall be submitted as a formatted, compiled word document for the 50% submittal.
- 12) Prepare quantity take-offs and detailed construction cost estimate using published unit bid history prices from the City and nearby relevant projects. Cost estimate pay items to coincide with applicable pay items from the technical specifications and any applicable special provisions. Assumptions used to develop cost estimate and any applicable contingency will be identified.

3.2 Topographic Survey

Perform topographic surveying for pipe segments that warrant the use of profile views in certain circumstances, such as open trench pipe replacement or pipe bursting with adjacent or crossing utilities present. Topographic survey mapping will include the following elements:

- c. Including all improvements (curbs, buildings, bus stops, signs, etc.)
- d. Surface observations shall extend out to proposed cleanout locations and be sufficient to produce contours at 1' intervals.
- e. Trees 6" DBH and greater
- f. Storm inverts for catch basins along curb line
- g. Storm & Sanitary manholes upstream and downstream of site with invert elevations
- h. Underground utilities per public utility locate request
- i. Above ground utilities (vault lids, clean outs, etc.)
- j. Vertical Datum: NAVD 88
- k. Horizontal Datum: Oregon North State Plane Coordinates
- l. Pre & Post Construction Record of Survey
 - a. Determine road Rights-of-Way and/or property line locations adjacent to subject pipe segments.
 - b. Prepare pre-construction Record of Survey to Clackamas County Survey Standards.
 - c. Prepare post-construction Record of Survey to Clackamas County Survey Standards and replace monuments potentially disturbed during construction.
- m. Subsurface Utility Engineering and Potholing
 - a. Pothole existing utilities within 36 inches of proposed mainline pipe bursting and utility crossings where vertical alignment changes of the existing pipeline are proposed. Potholing for lateral relocations will be as determined necessary on a case by case basis.
- n. Review/Validate Existing Sewer Easement Documentation

Task 3 Assumptions

- 1) Existing pipes are to be rehabilitated and/or reconstructed to match current pipe sizing. No pipe diameter upsizing is anticipated.
- 2) Scope assumes that 25% of mainline pipe segments will be rehabilitated with trenchless methods and not require profile views and/or topographic survey. The remaining 75% of mainline pipe segments are assumed to require profile views and topographic survey to illustrate the construction activities and/or utility conflicts.
- 3) The segments of the sewer lines for profile views and/or topographic survey will be determined during the Condition Assessment phase and verified during the City review of the Condition Assessment deliverables.
- 4) Topographic survey extents will be from right-of-way to right-of-way if within the roadway corridor. Survey extents will be 30 feet wide centered on the sewer line if within private property (easement).
- 5) Any monumentation disturbed by construction will be replaced at the conclusion of construction activities.

- 6) Subsurface potholing is provided for up to four (4) days of potholing efforts and includes traffic control. Assumes traffic control permits will be obtained, but that City will waive traffic control fees.
- 7) Plan-view only sheets will utilize City-provided GIS and aerial mapping information as the design/plan background. Plan and profile sheets will utilize survey base file as the design/plan background.
- 8) Sewer lateral replacement to end at cleanouts and remain within right-of-way or extents of private property easement, as applicable. Assume cleanout locations at face of curb or extents of sewer easements.
- 9) Profile views will not be provided for sewer laterals.
- 10) Assumes no detailed grading for features impacted by construction (driveways, landscape, curb ramps, etc.).
- 11) City will provide construction specification templates (ODOT/APWA), standard general conditions (2018 Oregon Standard Specifications for Construction), AutoCAD files of standard CAD details, drafting standards, information regarding construction bonds and insurance requirements and other relevant City standard documents and forms.
- 12) Sewer bypass analysis will be based on surface observations of pipe flow depth where possible and sewer video review. No flow metering is anticipated.
- 13) It is assumed that City review of the 50% submittal will last up to 2 weeks and be performed as an over-the-shoulder review while CWE proceeds with 90% design to expedite the project.

Task 3 Deliverables

- 1) Completed CAD base map, using AutoCAD Civil 3D 2018, including all line-work, trees, rim and invert elevations, marked laterals, and other relevant surface features that may be required to assemble contract drawings.
- 2) 50% Preliminary Design Plans (22"x34") plans for review in PDF format. Plan sheets are anticipated to be completed at a scale of 1"=30'. Plan sheets anticipated:
 - a. Cover Sheet, Survey Control, Index, Legend, Abbreviations, Key Map (4 sheets)
 - b. Rehabilitation Segments (3 sheets)
 - c. Pipe Reconstruction Segments (16 sheets)
 - d. Manhole Details (2 sheets)
 - e. Sewer, Street Details (3 sheets)
 - f. Erosion Control Details (1 sheet)
- 3) 50% Preliminary Construction Cost Estimate in excel and PDF format
- 4) One Word document and PDF version of the 50% Special Provisions.
- 5) Word documents(s) and PDF of the contract front-end documents.

Task 4 – Final Design (90%, Final)

The Final Design will include updates to the plan sheets indicated above based on City and permitting agency comments, if applicable. Consultant shall include redline response memo addressing 50% comments.

Consultant shall update the special provisions and contract documents based on the 50% comments. At the 90% submittal, the special provisions and contract documents shall be submitted as a formatted, compiled word document. The word document will be sent as both tracked changes from the 50% submittal, and a clean word document. At the bid-ready submittal, the special provisions will be delivered in Word and PDF, with applicable signature sheets. Word and PDF of the bid-ready front end contract documents will also be provided.

Update quantity take-offs and refine detailed construction cost estimates at each milestone submittal.

Task 4 Assumptions

- 1) It is assumed that City review of the 90% submittal will last up to 1 week.
- 2) CWE to prepare bid documents and special provisions to 2018 ODOT/APWA Specifications using City-supplied bid documentation template.

- 3) CWE to submit plans and specifications to DEQ for approval. Plan review fees to be paid by the City.
- 4) Traffic Control standard drawings can be included in the bid document appendices as a guide for Contractor to prepare their own site-specific traffic control plans.

Task 4 Deliverables

- 1) 90% Design Milestone:
 - a. Response memo to 50% redline review comments.
 - b. 90% Design Plans (22"x34") plans for review in PDF format.
 - c. 90% Special Provisions and front-end contract documents in Word and PDF format. Track changes versions to be provided.
 - d. 90% Construction Cost Estimate in excel and PDF format.
- 2) Final bid/construction-ready plans, specifications, erosion control plan and cost estimate:
 - a. Final Design Plans (22"x34") plans in PDF format, digitally signed by the Engineer of Record registered in the state of Oregon.
 - b. Final Special Provisions and front-end contract documents in Word and PDF format. Track changes Word version can be provided as necessary.
 - c. Final Construction Cost Estimate in excel and PDF format.

Task 5 – Bidding Assistance

- 1) Prepare bid documentation including bid schedule and technical specifications for up to two (2) separate bid document packages.
- 2) Provide meeting agendas and conduct pre-bid meetings, as requested.
- 3) Respond to bidder inquiries.
- 4) Prepare addenda during the bidding processes as necessary.
- 5) Compile bid tabulations spreadsheet.
- 6) Review bid pricing with City project manager during the protest periods.
- 7) Assist City in bid award recommendations.

The Consultant will update the contract documents to include addenda items issued during both bidding processes. Consultant will provide an electronic PDF version of "As-Bid" documents to the City.

Task 6 – Additional Services (CONTINGENCY)

The design contingency task has been included to accommodate design projects that are of higher complexity than standard, and includes subconsultant services. This contingency will only be included after approval of the City project manager.

All subconsultant fees included in the contract are budget allocations and are dependent upon the nature of work. Subconsultant services will be included in the budget based upon engineering judgement and following a discussion of risk and costs with the City project manager.

Anticipated subconsultant services may include the following:

- 1) Topographic surveys – if additional survey in excess of the 75% project area topo is deemed necessary or if any survey on private property is requested by the City.
- 2) Geotechnical investigations
 - a. Geotechnical services will be recommended based upon anticipated risk during construction.
- 3) Assessment of potential impacts to trees, vegetation and built improvements – may include arborist services evaluate trees and/or structural engineer to evaluate existing retaining walls as needed during design.
- 4) Subsurface Utility Engineering and Potholing – if potholing in excess of the 4 days provided as part of Task 3 is deemed necessary.

SCHEDULE

Preliminary schedule for the design services are shown below. Major milestones are based upon a Notice to Proceed dated December 3rd, 2020.

		<i>Beginning Date</i>	<i>Completion Date</i>
<i>Task 1</i>	<i>Project Management</i>	12/03/2020	06/18/2021
<i>Task 2</i>	<i>Condition Assessment</i>	12/03/2020	02/26/2021 *
	<i>City Review</i>	03/01/2021	03/12/2021
<i>Task 3</i>	<i>Preliminary Design (50%)</i>	03/15/2021	05/07/2021
	<i>City Review **</i>	05/10/2021	05/21/2021
<i>Task 4</i>	<i>Final Design (90%)</i>	05/10/2021	06/11/2021
	<i>City Review</i>	06/14/2021	06/18/2021
	<i>Final Design (Final)</i>	06/21/2021	07/02/2021
<i>Task 5</i>	<i>Bidding Assistance</i>	07/06/2021	07/20/2021

Notes:

* Assumes past cctv mainline videos will be provided by NTP at the onset of the project. Updated cctv mainline and lateral launch videos will be provided by 1/15/2021.

** Assumes over-the-shoulder review at 50% milestone.



**City of Oregon City
2020 Sewer Rehabilitation - Rivercrest**

Century West Engineering CWE Contract No. 41399.014.01 November 20, 2020	Vice President	Sr. Proj. Mgr	Civil Designer	Project Engineer	Engineer In-Training	Project Coord. 1	Surveying Subconsultant	Total Hours	Total Fees
	\$215	\$191	\$122	\$106	\$93	\$75			
Task 1: Project Management 1.1 - Administration 1.2 - Meetings	2	30 16		16		6		38 32	\$6,610 \$4,752
Subtotal Task 1:	2	46	0	16	0	6		70	\$11,362
Task 2: Condition Assessment	4	72		72	136	40	\$7,260	324	\$45,152
Subtotal Task 2:	4	72	0	72	136	40	\$7,260	0	\$45,152
Task 3: Preliminary Design (50%) 3.1 - Plans, Specifications and Estimate 3.2 - Topographic Survey 3.3 - Pre-Construction Record of Survey 3.4 - Sewer Easement Documentation 3.5 - Post-Construction Record of Survey 3.6 - Subsurface Utility Investigation	6	42 2 2 2 2 2	56	96 4 8	164 6 32	2	 \$18,900 \$18,380 \$3,280 \$8,700 \$18,900	366 12 2 2 2 42	\$41,722 \$20,264 \$18,762 \$3,662 \$9,082 \$23,106
Subtotal Task 3:	6	52	56	108	202	2	\$68,160	426	\$116,598
Task 4: Final Design (90%/Final) 4.1 - 90% Submittal 4.2 - Final Submittal	6 2	42 16	56 28	84 48	156 80	2 2		346 176	\$39,706 \$19,580
Subtotal Task 4:	8	58	84	132	236	4	\$0	522	\$59,286
Task 5: Bidding Assistance		16		24	24			64	\$7,832
Subtotal Task 5:	0	16	0	24	24	0	\$0	0	\$7,832
Task 6: Additional Services (Contingency)									\$40,000
Subtotal Task 6:	0	0	0	0	0	0	\$0	0	\$40,000
Expenses - Mileage, Printing, Recording Fees and Misc.									\$2,000
Subtotal Expenses									\$2,000
Subtotal Design (Tasks 1 - 5)									\$240,230.00
Subtotal Extra Work as Authorized (Task 6)									\$40,000
Total Hours	20	244	140	352	598	52		1212	-
Total Fees	\$4,300	\$46,604	\$17,080	\$37,312	\$55,614	\$3,900	\$75,420	-	\$282,230

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8e.

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8e.

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

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**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8e.

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused or alleged to be caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's

workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

14. Legal Expenses. In the event legal action is

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8e.

brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally

delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

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person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

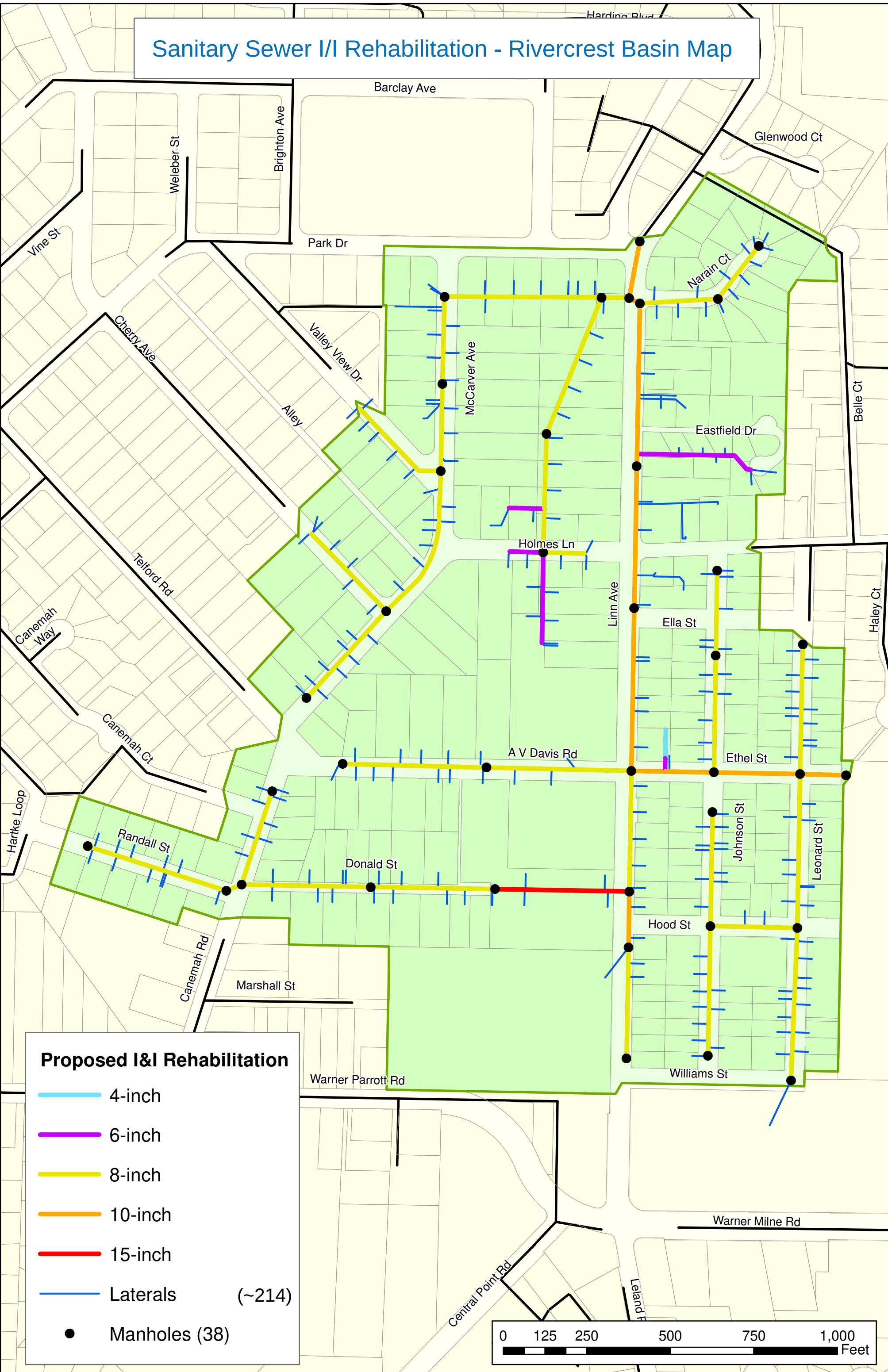
(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a

signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

Sanitary Sewer I/I Rehabilitation - Rivercrest Basin Map





CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/02/2020

SUBJECT:

Personal Services Agreement with Wallis Engineering for the Park Place Urbanization Study Project (PS 20-027)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Wallis Engineering in the amount of \$83,216.25 for the Park Place Urbanization Study Project (PS 20-027).

EXECUTIVE SUMMARY:

The Park Place Urbanization Study Project is a study that will further plan the transportation system build out of the Park Place neighborhood in areas which are currently a more rural road nature to something a little more urban street nature. The project will consider travel safety by studying existing and planned pedestrian and bicycle ways, then analyze and recommend how the City or future development could fill gaps in bike and pedestrian connections as well as verify the most appropriate roadway dimensional standard for each street in the neighborhood. The Study will be adopted as an ancillary document to the Transportation System Plan (TSP).

BACKGROUND:

The Park Place Neighborhood is located on the north side of Oregon City, north of Redland Road and east of I-205. This neighborhood was annexed March 9, 1989, to the City of Oregon City from Clackamas County. Since that time, numerous properties have developed using the City's design standards, codes, and ordinances that were in effect at the time of their development.

In accordance with the City's codes and standards, new roads were developed over time. However, this patchwork of development, including frontage improvements of adjacent existing roadways has many inconsistencies. Furthermore, new development did not occur adjacent to each other, creating sporadic or intermittent improvements to existing right-of-way.

Several of the roadways in the study area were considered in the 2013 TSP and recommendations were made to address the urban needs of the neighborhood. While the TSP provides a long term guide and considered the vision of the community, it does not provide sufficient project implementation guidance in areas like the Park Place neighborhood, leaving staff and developers with questions about how best to transition the existing conditions into something more like what was envisioned during the development of the TSP.

This Study would guide future improvements inside the public rights of way throughout the Park Place Neighborhood including street side basics like curbs, sidewalks, and bicycle routes but also provide recommendations for future traffic calming and possible opportunities for community enhancements such as transit stops, planter strips, landscape islands, and stormwater quality areas. The Study would involve engagement with the public as well as the neighborhood association to look at how to provide multi-modal connections in this established neighborhood.

The project focus will look to TSP identified corridors first (Apperson Blvd, Front Avenue, Hunter Avenue, Swan Avenue, Beemer Way, and Cleveland Street) and secondly as pedestrian routes suggest needed or more appropriate alignments along more local streets and focus some of the study attention on these routes too.

Recommendations from the Study would be implemented with new development and could be used if funding allows to do Capital Improvement Projects where new development is unlikely. The Study would be adopted as an ancillary document to the TSP like other Corridor Plans previously created and adopted which are used on a regular basis to guide new development.

In July 2020, the City applied for grant funds from the Oregon Department of Transportation and the Department of Land Conservation and Development, who were jointly soliciting projects for the Transportation & Growth Management (TGM) Grant program. Unfortunately, the City was not successful in obtaining the TGM grant funds. The City's match for the TGM grant work was budgeted (\$105,000) for in the current biennial budget, and staff still believes that this work is necessary and can be completed using City staff and existing City funds.

OPTIONS:

1. Authorize the City Manager to execute the contract with Wallis Engineering.
2. Authorize the City Manager to execute the contract with Wallis Engineering with specific modifications.
3. Deny the contract with Wallis Engineering.

BUDGET IMPACT:

Amount: \$83,216.25

FY(s): FY 2020-2021

Funding Source(s): Transportation SDC Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

PARK PLACE URBANIZATION STUDY (PS 20-027)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **WALLIS ENGINEERING** ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2021**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **eighty-three thousand, two hundred and sixteen and 25/100 dollars (\$83,216.25)**.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

Wallis Engineering
215 W. 4th Street, Suite 200
Vancouver, WA 98660
Attention: Wes Wegner

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20__.

CITY OF OREGON CITY

WALLIS ENGINEERING

By: _____
John M. Lewis, P.E.
Title: Public Works Director

By: _____
Name: _____

DATED: _____, 20__.

Title: _____

By: _____
Anthony J. Konkol III
Title: City Manager

DATED: _____, 20__.

DATED: _____, 20__.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

\\depot\departments\PublicWorks\CIP_PS_RFQ_RFP\PS_Open\PS 20-027 Park Place Urbanization Study\CONTRACT\PS 20-027 Contract Wallis Engineering.docx

PROJECT BACKGROUND

The Park Place Neighborhood is located along the Northeastern corner of Oregon City and is approximately bounded by Forsythe Road on the north, Highway 213 on the west, Livesay Creek on the south and Kitty Hawk Avenue on the east. The proposed intended study area is shown in figure 1.

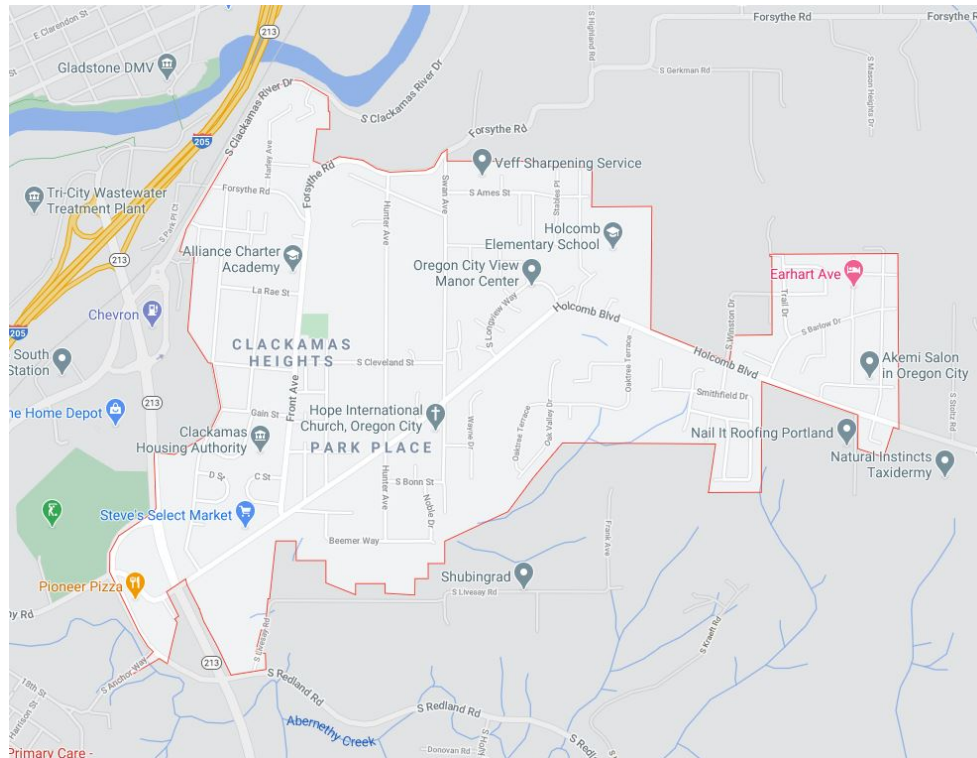


Figure 1

This neighborhood has been developing in a piecemeal fashion, creating a mix of urban and rural areas. As a result, the streets in this neighborhood developed over time to different Transportation System Plan (TSP) standard cross-sections. The neighborhood currently lacks connectivity to the surrounding neighborhoods and desired community destinations.

GENERAL SCOPE OF PROJECT

The City has asked Wallis Engineering (Wallis) to develop an urbanization study for this neighborhood. The purpose of the study is to identify a process by which to implement public works improvements within the existing network of streets to create a more connected transportation network for the community. Newly developed areas to the east of Swan Road are not intended to be the focus of this study.

The main objectives for this project are:

- Identify priority community destinations and transportation network needs.
- Complete a holistic overview of the neighborhood to identify transportation network constraints.

- Identify realistic transportation infill projects in the context of existing structures, topography and budgetary constraints.
- Provide mapping, estimates and alternative cross sections for identified infill projects.
- Communicate to the community the identified projects in order to refine the study approach and prioritize projects.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2021.

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

Task 1.1 Project Management

Provide overall project management and administration through the duration of the project, including coordination and direction to the project team to complete the urbanization study. Prepare the project schedule for use in scheduling and tracking project milestones.

Prepare monthly status reports and schedule updates to be included with invoices. Coordinate project team meetings and prepare meeting agendas and meeting minutes as necessary.

Assumptions:

- Up to three meetings with City staff. Meetings assumed to be virtual and are anticipated to be two meetings in preparation for public meetings and one meeting to review the draft report.
- Management of the project anticipated from November 2020 through June 2021. Work beyond June 2021 to be limited to attendance at City Council/Planning Commission meetings as required for plan adoption.

Deliverables:

- Project schedule and updates
- Monthly project status report with invoices.
- Meeting agenda and minutes (up to 3)

TASK 2 DATA COLLECTION AND MAPPING

Objective: Identify existing facilities, network deficiencies and topographic constraints.

Task 2.1 Prepare Base Map

A planning-level base map will be prepared from available City GIS and LIDAR data. No topographic or property survey is anticipated. Wallis will complete one site visit to confirm existing conditions and constraints and gather additional information, including photographs. During this site visit, Wallis will complete field work to identify surface features that are under tree cover and not visible from an aerial photograph. Any discrepancy with GIS information will be communicated to City staff for update to GIS layers. The base map will include layers detailing the following features:

- Approximate property / right-of-way boundaries
- Apparent road centerlines

- Edge of Pavement or curb line
- Location of curbs, sidewalks, driveways, bike facilities and pedestrian ramps
- Locations of marked or signed crossings
- General location of utilities, culverts, and roadside drainage ditches
- Zoning, steep slope, environmentally sensitive areas, or other planning overlays as relevant.
- Current aerial photography with leaves off.

Task 2.2 Desktop Study

Wallis will complete a desktop study utilizing the City GIS, TSP, utility master plans, as-builts, pavement rehabilitation plan, available traffic studies, Pavement Condition Indices, and other available information. The objective of this effort will be to identify the following elements of the existing network:

- Transportation network gaps
- Destinations (schools, parks, retail, etc.)
- Master plan utility projects
- Transit stops and routes
- Sites with the potential for future development
- Existing roadway sections and widths
- Anticipated AADT as available
- Right-of-way constraints
- Topographic constraints
- Environmental constraints

Assumptions:

- No topographic or right-of-way surveys will be prepared.
- City will provide available background data.
- No additional traffic data will be collected.
- No evaluation of existing or proposed signal improvements anticipated.
- No environmental delineations anticipated; all boundaries are from GIS data.
- No evaluation of historic resources will be completed.
- Two (2) site visits will be necessary for base mapping efforts.
- No geotechnical or pavement condition investigation is anticipated.

Deliverables:

- Base maps with identified elements overlain for use in public outreach and report preparation.
- Typical cross sections showing existing conditions and constraints for up to 12 locations.

TASK 3 PUBLIC INVOLVEMENT

Objective: To communicate project information to community, identify community desires, and solicit feedback.

Task 3.1 Public Involvement Meeting #1

The first meeting is intended to be an informational meeting for the public, to convey City intentions to identify improvements to the transportation network. During this meeting, the project team will also

identify and confirm the following: preferred community destinations, existing gaps in transportation network, and transportation improvement preferences

Wallis along with City staff will prepare a remote presentation for meeting use, and prepare graphics and online surveys as necessary to meet the goals of the project. Online surveys will form the basis of identifying community desires and solicit feedback. The online survey will utilize web based survey tools such as surveymonkey. The survey would be prepared and links distributed in advance of the meeting to facilitate questions from the community during the first meeting. This link would stay live for a couple of weeks to allow for people to distribute to other community members after the meeting. The survey would include a fill in form to develop an email contacts list for people who wish to stay informed. Draft presentation materials and surveys will be provided to the City for review and approval prior to the meeting. A list of project stakeholders and concerned residents will be developed for use in future outreach from the meeting sign in sheet and from online survey information.

Task 3.2 Public Involvement Meeting #2

During the second public meeting, Wallis along with City staff will present the findings of the preliminary urbanization study report. Feedback from this meeting will be used to refine proposed improvements and develop a prioritized list of transportation improvement projects.

The intent of the meeting is the following:

- Results of previous public surveys
- Confirmation of identified desire routes and preferred destinations
- Presentation of proposed street cross section alternatives (assumed for up to 12 locations and focused mainly on N-S routes)
 - Alternative described in City's TSP with planning-level cost
 - Alternative identified by this project (constrained) with planning-level cost
- Determination of community support for proposed alternatives.

Wallis will prepare a presentation for meeting use and include graphics and online surveys as necessary to meet the goals of the meeting. Draft presentation materials and surveys will be provided to the City for review and approval prior to the meeting.

Assumptions:

- Meetings to be virtual, moderated by City staff
- Presentations will be in conjunction with neighborhood association meetings.
- City staff will be responsible for distribution of meeting notices.
- Wallis engineering will manage project survey website. An expense for use of the survey website is included in this proposal.

Deliverables:

- Draft and Final graphics for use in virtual presentations
- Draft and Final online survey for each meeting
- Survey results summary reports
- Project stakeholder contact list

TASK 4 PARK PLACE URBANIZATION STUDY REPORT

Objective: Prepare a draft and final report summarizing the results of the urbanization study and public involvement efforts and input.

Task 4.1 Prepare Draft Report

Wallis Engineering will prepare a Draft Urbanization Study Report following completion of the first public involvement meeting. The draft report will include the following contents:

- Introduction and Study Background
- Existing Conditions Analysis
- Future Needs Assessment
- Proposed Improvements
 - o Planning-scale base maps
 - o Proposed cross section alternatives
 - o Anticipated stormwater requirements
 - o Planning-level project improvement cost estimates

Task 4.2 Prepare Final Report

A final Urbanization Study Report will be prepared, with refinements based on City comments and input from Community meeting #2.

Task 4.3 Report Adoption

Wallis Engineering will prepare a formal land use application for submittal. We will attend up to 3 City meetings (assumed to be two Planning Commission meetings and one City Council Workshop) for review of the proposed study and adoption of the plan.

Assumptions:

- No traffic counts/reporting is anticipated
- No signal/RRFB designs anticipated
- No lighting review anticipated
- No utility capacity analysis anticipated.
- No environmental or permitting work included.
- No funding or financing analysis anticipated.

Deliverables:

- Draft Park Place Urbanization Study Report
- Final Park Place Urbanization Study Report
- Land Use Application

P:\15\1509A Park Place Urban Study\100 Agmt\102 Working Docs\Prime\1509A scope.docx

Fee Estimate
City of Oregon City | Park Place Urbanization Study
October 2020 | WE# 1509A

		QA/QC	Sr. Eng	E1	E2	E3	E4	E5	E6	Insp	Sr. D	T1	TW	Clerical	Wallis Labor	Expenses	Total
		BOB	Bob	DB/TS	WW	JV	JW/JK	RV	EIT's	Alf/Ben	Marshall	CK/TS	Gill/Lori				Cost
		\$207.23	\$187.04	\$162.59	\$151.97	\$132.84	\$108.40	\$102.03	\$90.32	\$96.71	\$129.66	\$102.03	\$90.32	\$74.40			
Task 1	Project Management and Administration																
1.1	Project Management and Administration			25		3							8	3	\$ 5,409.03		\$ 5,409.03
	TASK 1 SUBTOTAL	0	0	25	0	3	0	0	0	0	0	0	8	3	\$ 5,409.03	\$ -	\$ 5,409.03
Task 2	Data Collection and Mapping																
2.1	Prepare Base Map			8		5			10			40			\$ 6,949.32		\$ 6,949.32
2.2	Desktop Study			16		5			16			16			\$ 6,343.24	\$ 50.00 (M)	\$ 6,393.24
	TASK 2 SUBTOTAL	0	0	24	0	10	0	0	26	0	0	56	0	0	\$ 13,292.56	\$ 50.00	\$ 13,342.56
Task 3	Public Involvement																
3.1	Public Involvement Meeting #1			20		20			8			40		16	\$ 11,902.76	\$ 50.00 (X)	\$ 11,952.76
3.2	Public Involvement Meeting #2			20		20			8			40		16	\$ 11,902.76	\$ 50.00 (X)	\$ 11,952.76
	TASK 3 SUBTOTAL	0	0	40	0	40	0	0	16	0	0	80	0	32	\$ 23,805.52	\$ 100.00	\$ 23,905.52
Task 4	Park Place Urbanization Study Report																
4.1	Prepare Draft Report	4		20		40			40			40	8	20	\$ 19,298.88	\$ 20.00 (P)	\$ 19,318.88
4.2	Prepare Final Report	4		20		40			40			40	8	20	\$ 19,298.88	\$ 20.00 (P)	\$ 19,318.88
4.3	Report Adoption			6		6								2	\$ 1,921.38		\$ 1,921.38
	TASK 4 SUBTOTAL	8	0	46	0	86	0	0	80	0	0	80	16	42	\$ 40,519.14	\$ 40.00	\$ 40,559.14
	Project Subtotal	8	0	135	0	139	0	0	122	0	0	216	24	77	\$ 83,026.25	\$ 190.00	\$ 83,216.25

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY	
Wallis Labor	\$ 83,026.25
Wallis Expenses	\$ 190.00
(M) = Mileage at current IRS Rate, (P) = Printing, (X) = online survey hosting	
TOTAL BUDGET	\$ 83,216.25

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 8f.

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 8f.

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (4/2017)

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STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 8f.

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim caused ~~or alleged to be caused~~ by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing

coverage of all subject workers under Oregon's workers' compensation statutes. ~~The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City.~~ All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, ~~including loss of use, and occurring as a result of, or in any way related to,~~ Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. ~~Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City.~~ The provisions of this subsection apply fully to Consultant and its Consultants and agents.

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

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14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United

States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8f.

and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a

signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/2/2020

SUBJECT:

Personal Services Agreement with 3J Consulting, Inc. for the 2021 Waterline Replacement Project (CI 20-013)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with 3J Consulting, Inc. in the amount of \$226,180.00 for design and construction services for the 2021 Waterline Replacement Projects (CI 20-013).

EXECUTIVE SUMMARY:

The 2021 Waterline Replacement Project includes various waterline improvements components as well as some stormwater improvements located adjacent to a waterline being replaced.

BACKGROUND:

The 2021 Waterline Replacement Project will include the following components:

- Pressure Reducing Valve (PRV) Replacement: Two existing PRV's in the Canemah area were built in 1958 and have reached the end of their useful life. PRV's are necessary to regulate the pressure of water within the City's distribution system.
- Replace a waterline that is currently isolated and out of service due to damage from ground movement in the Barclay Hills neighborhood. The waterline is located between Peter Skene Way and Chickaree Drive and provides a necessary secondary water source connection to this area.
- Replace an old and undersized waterline on 13th Street between Washington Street and John Adams Street. This line has had frequent emergency repairs in recent years and needs to be replaced.
- Improvements to the outfall of the storm water detention pond next to the Barclay Hills Sanitary Sewer Pump Station. The area will be evaluated and reconfigured to provide maximum storage and proper discharge of excess storm water. The

receiving drainage course from the pond will also be evaluated and properly armored to provide bank side stabilization.

The water components of the project have been identified by staff as needing attention to improve the water distribution system operation, redundancy, and reduce emergency repairs.

The storm pond improvements have been identified by staff to improve the function of the pond and to stop bank side slope erosion in an area of steep slopes and geologic hazards.

3J Consulting, Inc. is a consultant on the City's shortlist to provide engineering and construction services for the City's capital utility improvement projects.

The projects will be designed during the winter of 2020-21 and construction will occur in the summer of 2021.

OPTIONS:

1. Authorize the City Manager to execute the Agreement.
2. Authorize the City Manager to execute the Agreement with specific modifications.
3. Deny the Agreement. If the Commission chooses to deny the Agreement, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$226,180.00

FY(s): 2020-21 & 2021-22

Funding Source(s): Water Fund and Storm Water Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

2021 WATERLINE REPLACEMENT PROJECTS (CI 20-013)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **3J CONSULTING, INC.** ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2021**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **two hundred and twenty-six thousand, one hundred and eighty and no/100 dollars (\$226,180.00)**.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: John M. Lewis

To Consultant:

3J Consulting, Inc.
9600 NW Nimbux Avenue, Suite 100
Beaverton, OR 97008
Attention: Brian Feeney

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 20____.

CITY OF OREGON CITY

3J CONSULTING, INC.

By: _____
John M. Lewis, P.E.
Title: Public Works Director

By: _____

DATED: _____, 20____.

Name: _____

Title: _____

By: _____
Anthony J. Konkol III
Title: City Manager

DATED: _____, 20____.

DATED: _____, 20____.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

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ATTACHMENT A

Contract Statement of Work Delivery Schedule and Summary of Estimate for Services

2021 Waterline Replacement Projects and Barclay Hills Pump Station Stormwater Outfall Improvements

City of Oregon City

Project Manager: John Burrell
625 Center Street
Oregon City, Oregon 97045
503-496-1556
jburrell@orc.org

3J Consulting, Inc.

Project Manager: Brian K. Feeney, PE
9600 SW Nimbus Avenue; Suite 100
Beaverton, Oregon 97008
503-946-9365, Ext 205
brian.feeney@3j-consulting.com

PROJECT UNDERSTANDING AND WORK SCOPE FOR COMPLETE PROJECT

The City of Oregon City is contracting with Consultant for services with the following project (the "Project"):

The City of Oregon City plans to undertake the following four (4) improvement projects:

- Project A: 4th Ave. and 5th Place PRV Replacement
 - The City would like to replace 2 PRV & vaults located to the southeast of 602 5th Place and southeast of 601 4th Avenue within the Canemah Neighborhood. The project will consist of the replacement of 2 existing PRV systems and vaults with a new package system similar to the one recently installed in the city.
- Project B: Barclay Hills Waterline Replacement
 - The City would like to replace the existing waterline located just east of the Barclay Hills Pump station to the existing line located within Chickaree Drive and Newell Ridge Dr. intersection. The project will consist of the construction of approximately 250 lineal feet of new 8-inch waterline.
- Project C: 13th Street Waterline Replacement
 - The City would like to replace the existing waterline located within 13th Street southeast of Washington Street to John Adams Street. The project will consist of approximately 200 lineal feet of new 2-inch or 4-inch waterline.
- Project D: Barclay Hills Pump Station Stormwater Outfall Improvements
 - The City has experienced erosion within the existing stormwater creek/ditch and would like to analyze and provide improvements to revise this drainageway and provide additional protection for the existing slope. The project will consist of environmental and storm analysis and improvements to protect the existing drainage system.



Project Area:

The project areas are shown in the figures below:



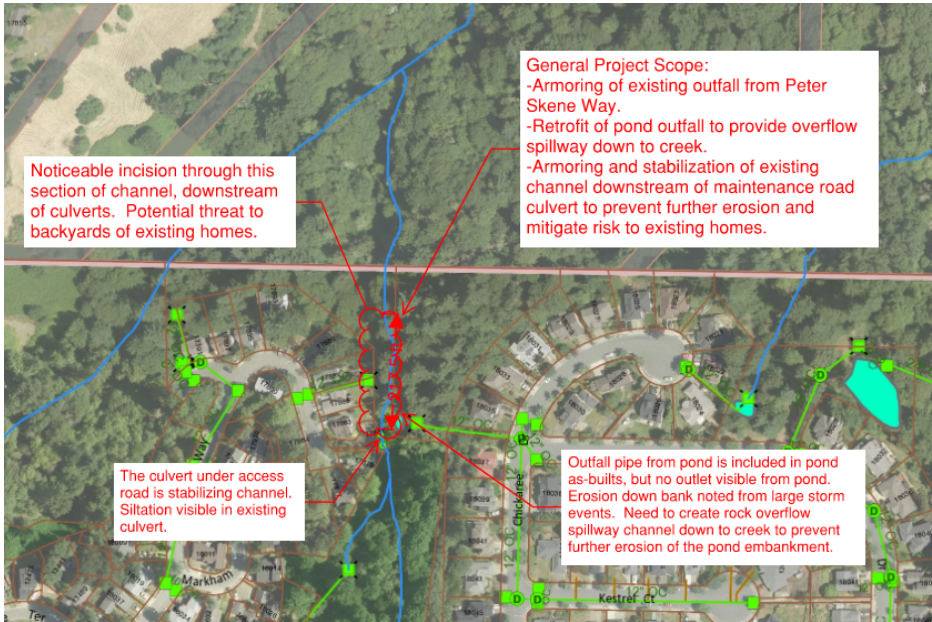
Project A: 4th Ave. and 5th Place PRV Replacement



Project B: Barclay Hills Waterline Replacement



Project C: 13th Street Waterline Replacement



Project D: Barclay Hills Pump Station Stormwater Outfall Improvements

SPECIFIC SCOPE OF SERVICES

The following services are for the entire project which is to be completed by 3J staff and sub-consultants. The deliverables are listed for each task. Tasks include surveying, environmental, geotechnical engineering and engineering design. The tasks below are the result of our meeting with City staff and efforts as we understand them to be at this time. All work performed under this scope of work will be done so in accordance with all applicable federal, state, and local design standards.

3J assumes all four (4) projects will be designed and bid within one design package.

The design services work scope outlined below is anticipated to complete the project through construction.

Task 1.0	Project Management
Task 2.0	Project Orientation/Data Collection
Task 3.0	Preliminary Engineering
Task 4.0	Final Engineering
Task 5.0	Bid Support
Task 6.0	Construction Services
Task 7.0	Extra Work as Authorized

TASK 1.0 Project Management

Project Administration

The duration of the project planning and design effort through construction bidding is assumed to be nine (9) months from execution of the contract. The following items are included:

- Provide management, coordination and direction to the project team and sub-consultants for completing the project on time and on budget.
- Provide assistance in the day-to-day management and decision making for the project.
- Prepare and administer sub-consultant contracts.
- Track project costs and budgets on a monthly basis.
- Prepare monthly invoices for project and monthly summary reports. Nine (9) invoices and summary reports are included.

Project Scheduling

- Prepare and submit an activities list and schedule to the City following the notice-to-proceed. The schedule will show appropriate milestones for the project including intermediate and final submittal dates for design documents and key decision points.
- Revise project schedule to reflect changes in the project. Schedule updates will be completed monthly, or as requested by the City of Oregon City.

Project Meetings

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from City of Oregon City and others as defined below. These will be scheduled and attended by the City's Project Manager. These meetings will have a specific agenda

addressing and resolving project issues as they are encountered. These meetings may be either in-person or virtual depending on the status of any stay-at-home orders due to COVID 19.

- Schedule and attend a one-hour Project Kickoff Meeting with the City, 3J PM and Designer, and sub-consultants (if needed). Prepare and distribute project information including team member list, copies of the contract, deliverable expectations list, draft project schedule, and electronic file structure information. Prepare meeting agenda and summary notes.
- Conduct periodic technical team meetings with the City of Oregon City and design staff to review comments received during the 30%, 90% and final project submittal for the project. These meetings will include the design engineer or project manager depending on the agenda. Assume up to three (3) meetings, up to two hours each in duration, attended by 3J, either in-person or virtual depending on the status of any stay-at-home orders due to COVID 19. Prepare the meeting agendas and summary notes for the meetings.

Task 1 Deliverables:

The following deliverables are part of this task:

- Monthly Summary Reports
- Up to one (1) Draft schedule to be presented at the Kickoff Meeting
- Up to six (6) schedule updates
- Meeting Agenda and materials distributed prior to meetings.
- Attendance and participation at meetings as described herein.
- Draft summary notes

TASK 2.0 Project Orientation/Data Collection

Consultant shall provide labor, equipment, and materials to complete the surveying, and environmental assessment for the project.

Data Collection

- Consultant to obtain and review available existing data prior to finalizing the site survey requirements.
 - As-built records from the City.
 - GIS base map (shapefiles) for tax lots, utilities, environmental overlays, and recent aerial photo
 - City's preliminary project development information

Surveying

Consultant shall provide labor, equipment, and materials to complete the surveying needs for the project. Surveying on this project includes establishing a control network and performing topographical mapping within the defined topographical limits. All deliverables must be reviewed and stamped by Consultant's Professional Surveyor (PLS) registered in the State of Oregon.

- 4th Ave. and 5th Place PRV Replacement Topographic Survey:
 - Full topographic Survey of the areas as outlined by the civil engineer,
 - Underground utilities per one-call locate request

- Drafting of planimetrics, surfaces and features.
 - Boundary and right-of-way mapping adjacent to the project area.
 - Temporary Construction Easements & Map (assumed three (3) easements)
- Barclay Hills Waterline Replacement Topographic Survey:
 - Full topographic Survey of the areas as outlined by the civil engineer
 - Underground utilities per one-call locate request
 - Drafting of planimetrics, surfaces and features.
 - Include individual trees (6" DBH and greater)
 - Boundary and right-of-way mapping adjacent to the project area.
 - Temporary Construction Easements & Map (assumed two (2) easements)
 - **NOTE: Private Utility locator not included in this scope (though it may be necessary on private property).**
- 13th Street Waterline Replacement Topographic Survey:
 - Full topographic Survey of the areas as outlined by the civil engineer,
 - Underground utilities per one-call locate request
 - Drafting of planimetrics, surfaces and features.
 - **NOTE: Boundary and right-of-way mapping NOT included in this scope of work**
- Barclay Hills Pump Station Stormwater Outfall Improvements Topographic Survey:
 - Full topographic Survey of the areas as outlined by the civil engineer
 - Underground utilities per one-call locate request
 - Drafting of planimetrics, surfaces and features.
 - Include individual trees (6" DBH and greater)
 - Boundary and right-of-way mapping adjacent to the project area.
 - Temporary Construction Easements & Map (assumed three (3) easements required)
 - **NOTE: Private Utility locator not included in this scope (though it may be necessary on private property).**

Deliverables:

- Survey basemap in AutoCAD Civil 3D
- Temporary Construction Easements and Maps

Environmental Studies / Reports

Consultant shall provide labor, equipment, and materials to complete the environmental assessment needs for the Barclay Hills Pump Station Stormwater Outfall Improvement project. The location of the project may contain wetlands and could require permits from the state and federal agencies and require addressing the Natural Resource Overlay District (NROD) code (per Oregon City Municipal Code, Chapter 17.49).

Conduct Wetland Determination, Delineation, and Prepare Wetland Delineation Report

- Wetland scientists will visit the property and conduct a wetland determination. If there are no wetlands or regulated channels present, they will collect data and prepare a memorandum describing the results of the field work.
- If evidence of areas of the property may be regulated by the Corps of Engineers (Corps) or the Department of State Lands (DSL), the consultant will conduct a wetland delineation using the required criteria and methodologies of the Corps of Engineers Wetland Delineation Manual Technical Report Y-87-1 (Environmental Laboratory, 1987) and the Western Mountains, Valleys and

Coast Region regional supplement to the 1987 Manual. These manuals provide the guidelines and methodology for defining the limits of any wetlands. Consultant will also delineate the limits of a channel that may be regulated by the agencies. Flag any boundaries, so they can be surveyed by professional surveyors.

- Following the fieldwork, the consultant will prepare a wetland delineation report suitable for submittal to the regulatory agencies. The report will include information on the topography, soils, and hydrology of the proposed development site and will include data sheets documenting upland and wetland areas. The report will also include a map showing the surveyed boundary of the wetland and the location of delineation sample points.
 - This report will be submitted to the DSL for their review and to the Corps for their approved jurisdictional determination. DSL can take up to 120 days for the review.

Address Natural Resource Overlay District (Chapter 17.49), if required by the City

- The City has mapped a Natural Resource Overlay District (NROD) on portions of the property. The Oregon City Municipal Code protects “sensitive areas” by enforcing a vegetated corridor around the outside of a wetland or creek. All development that does not meet the definition of a use allowed outright (exempted) is required to be reviewed by the city for compliance with Chapter 17.49 of the Oregon City Municipal Code. Mitigation for impacts the NROD is required.
- If the project requires an NROD review, Consultant will prepare a draft and final report describing the impacts and any mitigation that is required. It is assumed that our report will be reviewed by David Evans and Associates on behalf of the City. This task includes responding to any comments that DEA has.
- PHS shall coordinate with representatives of 3J and the City throughout preparation of the NROD report to confirm design requirements and potential project effects. This coordination shall include correspondence in the form of telephone calls, e-mails, and meetings.

Prepare and Submit Joint Permit Application, if wetlands or a channel are determined

- If the improvements impact any wetlands or a channel, it will be necessary to complete a joint permit application (JPA), which is submitted to DSL and if needed the Corps. The application will contain information on the proposed project; its purpose and need; details of the design and construction methods; how erosion of the site will be controlled; how stormwater will be treated; the names of adjacent landowners; and the signature of a local planner.
- Consultant will send a list of information that will be required for the application. At this point, we assume there will be less than 0.5 acres of wetland to be impacted. That means that we will need a nationwide permit from the Corps and an individual permit from DSL.
- Any permanent impacts to the wetland or the channel will need to be mitigated. This may require that we purchase credits from a mitigation bank. We will coordinate with the mitigation banker and make a case for using the bank with DSL and the Corps. If on-site restoration of mitigation is required, we will submit an additional proposal to cover the costs of preparing several documents that will be required by the agencies.
- The Corps can request a cultural resources review. Consultant believes a cultural resources survey will not be required, but if one is, we can recommend an archaeologist as we do not provide that service. If necessary, we will arrange an on-site meeting with the regulatory agencies to review the proposed plan prior to submittal of the JPA. We will also respond to any public comments received during the public review period.

Assumptions:

- The proposal does not include preparing a mitigation plan for the Corps and DSL
- The proposal does not include preparing an SFAM (stream function assessment)

Geotechnical Investigations / Reports

Consultant shall provide labor, equipment, and materials to complete the geotechnical assessment needs for the Barclay Hills Pump Station Stormwater Outfall Improvement project. Consultant proposes that geotechnical engineering be performed in two phases. The initial phase will generally include a geologic reconnaissance at the site to observe erosional features, identify potential slope stability hazards, and determine if revisions to the proposed second phase are necessary. The City can engage a second phase of work, depending on the results of the first phase. It is difficult scoping the second phase without the initial reconnaissance and detailed plans. We propose that the preliminary scope for the second phase of work will include performing a subsurface exploration near the existing pump station and a stability analysis of the slope between the existing homes and channel located downstream of the culvert.

Phase 1 – Site Reconnaissance and Preliminary Geotechnical Evaluation

- Review the preliminary plans for the project.
- Perform a field reconnaissance to observe existing erosion features and identify potential slope stability hazards.
- Prepare a geotechnical report that includes:
 - Results of our field reconnaissance that will include a site plan showing identified features indicative of potential slope instability.
 - General recommendations for armoring the existing outfall from Peter Skene Way and armoring/stabilization of the channel below the outfall.
 - Our opinion on the impacts of past and potential erosion along the existing channel on overall slope stability.
 - Based on the results of the Phase 1 evaluation, determine whether revisions in the Phase 2 scope and fees will be necessary.
 - ***This phase of work will not include a full slope stability analysis.***

Phase 2 – Site Reconnaissance and Slope Stability Evaluation, if required

- Coordinate and manage a field exploration, including public and private utility locates, and scheduling our subcontractors.
- Explore subsurface conditions at the top of the existing slope, near the pump station, by advancing one drilled boring to a depth of up to 50 feet below ground surface (BGS). We note that ideally, a second boring should be performed at the middle to bottom of the slope to develop a full cross section of subsurface conditions. However, performing an exploration in this steeply sloped and densely wooded area would require clearing for drilling access, using a small skid or portable drilling system, and will be expensive. Limiting the exploration plan to one boring will require making assumptions on soil conditions below the existing slope and result in limitations to the slope stability analysis. If a comprehensive stability analysis is desired by the City, GeoDesign can provide an additional estimate to perform a second boring along the existing slope. These limitations will be reevaluated with the results of the Phase 1 work.

- Collect soil samples for laboratory testing and maintain logs of soil and groundwater conditions encountered in the boring.
- Conduct a laboratory testing program on select soil samples. The specific laboratory tests will be selected based on the subsurface conditions encountered. For estimating purposes, we have assumed the following tests will be performed:
 - Up to six moisture content determinations in general accordance with ASTM D2216
 - Up to two direct shear tests in general accordance with ASTM D3080
- Perform a slope stability analysis based on the results of our subsurface exploration, , laboratory testing programs, as well as topography provided by others.
- Prepare a geotechnical engineering report that presents our field work and engineering analyses as well as recommendations for slope stabilization if necessary.

TASK 3.0 Preliminary Engineering

The Consultant team will utilize the survey base mapping to prepare a 30% Preliminary Design for the project limits. Preliminary design and plans to include:

- Utility conflicts
- Typical sections and locations of waterline within existing right-of-way and easements
- Preliminary waterline alignment (plan view only)
- Preliminary water meter and connection locations
- Stormwater Management Design/Constraints
 - Compile conceptual stormwater options and constraints memo, including conceptual stormwater details and exhibits.
 - Compile stormwater options and constraints onto preliminary plans
- Preliminary Construction cost estimate

Task 3 Deliverables:

- One (1) electronic copy (.pdf) and three (3) hard copies of
 - Preliminary Engineering Plans, at 1"=20' scale, 22"x34" sheets
 - Preliminary stormwater memo
 - Preliminary Cost Estimate
 - Spreadsheet with review comments and responses.

TASK 4.0 Final Engineering

90% Submittal

Prepare 90% Construction plans based on comments received from the City's from the preliminary plans

- Prepare plan and profile sheets to the 90% level of completion based on the horizontal and vertical alignment.
- Prepare pavement restoration limits for 90% design including limits for sidewalk restorations.
- Illustrate locations of proposed easements and temporary construction easements.
- Prepare preliminary water meter service reconnection details
- Prepare preliminary project details
- Prepare preliminary storm drainage analysis outlining watershed basin of the channel to determine the flow in the flow and discharge at each outfall in the channel.

- Prepare preliminary storm drainage design for each existing pond out fall and destabilized areas in the channel
- Prepare preliminary storm drainage report providing the preliminary design strategize to be implemented in the channel.
- Prepare updated construction cost estimate based on 90% design.
- Address City review comments from 30% review in writing and within 90% design.

Deliverables:

The following deliverables are part of this task:

- One (1) electronic copy (.pdf) and hard copies of
 - 90% Construction Plans
 - Preliminary Stormwater Report
 - Updated Engineer's Opinion of Construction Cost based on the 90% design
 - Spreadsheet with review comments and responses.

100% Submittal

Prepare 100% Construction plans based on the City's comments to the 90% submittal.

- Prepare plan and profile sheets to the 100% level of completion based on the horizontal and vertical alignment.
- Prepare pavement restoration limits for final design including limits for sidewalk restorations.
- Illustrate final locations of easements and temporary construction easements.
- Finalize water meter service reconnection details
- Finalize project details
- Prepare final storm drainage design for each existing pond out fall and destabilized areas in the channel
- Prepare final storm drainage report providing the preliminary design strategize to be implemented in the channel.
- Prepare updated construction cost estimate based on final design.
- Address City review comments from 90% review in writing and within final design.

Prepare Technical Specifications

This task includes the following for the bid specification package:

- Identify appropriate technical sections from joint 2018 ODOT/APWA specifications to be included in project specifications.
- Prepare final technical specifications including special provisions based on the 90% design.
- Prepare City of Oregon City front end specifications.
- Address City comments to the special provisions
- Complete measurement and payment section for each project pay element.
- Finalize special provisions based on project constraints, property owner input, and identified construction impacts.

Deliverables:

The following deliverables are part of this task:

- One (1) electronic copy (.pdf) and hard copies of
 - Construction Plans

- Stormwater Report
- Updated Engineer's Opinion of Construction Cost based on the Final design
- Spreadsheet with review comments and responses.
- Technical Specification
- Full set of Bid Ready Documents (plans and specifications)

TASK 5.0 Bid Support

Bid Support

- Provide design engineer for reviewing and answering questions via City interface with bidders.
- Support City in preparation of addenda's if required.
- Review Bids received
- Prepare Bid Tabulation Spreadsheet
- Prepare "Recommendation of Award Letter"

Deliverables:

The following deliverables are part of this task:

- Engineer available to answer technical questions during bid process
- Addenda preparation
- Bid Tabulation summary
- Recommendation of Award Letter

TASK 6.0 Construction Services

All construction assistance will be accomplished under the budget provided. Additional efforts during construction may require additional budget.

Technical Review of RFIs and Submittals

- Provide technical review of contractor requests for information (RFI) and Submittals.

Field Meetings

- Conduct periodic field meetings during construction at the request of the City Project Manager. Budget includes four (4) meetings.

Site Observations/Inspections

- Waterline Project (assumed 20 hours/week for 12/weeks)
 - Provide Site observations to inspect critical installations and connections and provide writing observations reports
 - Maintain as-constructed drawings/documentation for final as-built
- Barclay Hills Pump Station Stormwater Outfall Improvements (assumed 40 hours/week for 4 weeks for civil and 8 hours/week for 4 weeks for geotechnical engineer)
 - Provide Site observations to inspect stormwater improvement installations and provide writing observations reports
 - Maintain as-constructed drawings/documentation for final as-built

Punch List and Final Walk Through

- Conduct final walk through with the City Project Manager prior to City acceptance of the project.

As-built Documents

- Prepare as-built documents based on contractor mark-ups, design modifications during construction, and site observations.

Deliverables:

The following deliverables are part of this task:

- Preparation of RFI's if required
- Review of contractor submittals
- Field reports
- As-built documents

TASK 7.0 Extra Work as Authorized (Contingency Task)

Contingency budget is available only upon City authorization in writing.

SUMMARY OF FEES

Estimated Fees

Scope

TASK 1.0 Project Management

• Project A: 4th Ave. and 5th Place PRV Replacement	\$	2,398.00
• Project B: Barclay Hills Waterline Replacement	\$	2,398.00
• Project C: 13th Street Waterline Replacement	\$	2,398.00
• Project D: Barclay Hills Stormwater Outfall Improvements	\$	2,398.00
Task 1 Total	\$	9,592.00

TASK 2.0 Project Orientation/Data Collection

• Project A: 4th Ave. and 5th Place PRV Replacement	\$	7,392.00
• Project B: Barclay Hills Waterline Replacement	\$	7,192.00
• Project C: 13th Street Waterline Replacement	\$	5,932.00
• Project D: Barclay Hills Stormwater Outfall Improvements	\$	55,011.00
Task 2 Total	\$	75,527.00

TASK 3.0 Preliminary Engineering

• Project A: 4th Ave. and 5th Place PRV Replacement	\$	3,030.00
• Project B: Barclay Hills Waterline Replacement	\$	2,518.00
• Project C: 13th Street Waterline Replacement	\$	2,262.00
• Project D: Barclay Hills Stormwater Outfall Improvements	\$	5,870.00
Task 3 Total	\$	13,680.00

TASK 4.0 Final Engineering

• Project A: 4th Ave. and 5th Place PRV Replacement	\$	5,078.00
• Project B: Barclay Hills Waterline Replacement	\$	5,078.00
• Project C: 13th Street Waterline Replacement	\$	5,078.00
• Project D: Barclay Hills Stormwater Outfall Improvements	\$	21,782.00
Task 4 Total	\$	37,016.00

TASK 5.0 Bid Support

• Project A: 4th Ave. and 5th Place PRV Replacement	\$	1,536.00
• Project B: Barclay Hills Waterline Replacement	\$	1,536.00
• Project C: 13th Street Waterline Replacement	\$	1,536.00
• Project D: Barclay Hills Stormwater Outfall Improvements	\$	1,536.00
Task 5 Total	\$	6,144.00

TASK 6.0 Construction Services

• Project A: 4th Ave. and 5th Place PRV Replacement	\$	11,916.00
• Project B: Barclay Hills Waterline Replacement	\$	11,916.00
• Project C: 13th Street Waterline Replacement	\$	11,916.00
• Project D: Barclay Hills Stormwater Outfall Improvements	\$	28,473.00
Task 6 Total	\$	64,221.00

TASK 7.0	Extra Work as Authorized	\$	20,000.00
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Total Estimated Fees by Project

Project A: 4th Ave. and 5th Place PRV Replacement	\$	31,350.00
Project B: Barclay Hills Waterline Replacement	\$	30,638.00
Project C: 13th Street Waterline Replacement	\$	29,122.00
Project D: Barclay Hills Stormwater Outfall Improvements	\$	115,070.00

<i>Un-Allocated Contingency</i>	\$	20,000.00
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Total Project Budget	\$	226,180.00
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SCHEDULE OF FEES

December 1, 2019

Fees for professional services are based upon the time expended on the project and the hourly fee rate for the professional or support staff performing the service. Rates for labor only may be adjusted annually based on the update to the CPI-W Index (CPI-W) at a minimum and rounded to the nearest whole dollar for all new Personal Services Agreements or extension of existing Personal Services Agreements as.

Civil Engineering Staff

Principal/Director	\$186
Chief Engineering Manager	\$186
Senior Project Manager	\$170
Project Manager	\$164
Civil Engineering Manager	\$148
Senior Civil Engineer	\$136
Civil Engineer II	\$128
Civil Engineer I	\$120
Senior Civil Designer	\$110
Civil Designer II	\$106
Civil Designer I	\$ 98
Senior Civil Technician	\$100
Civil Technician II	\$ 92
Civil Technician I	\$ 84
Engineering Intern	\$ 54
Senior Civil Technician	\$100
Civil Technician II	\$ 92

Inspection Services

Senior Inspector	\$132
Inspector II	\$122
Inspector I	\$114

Community Planning

Principal/Director	\$160
Senior Planning Project Manager	\$150
Planning Project Manager	\$146
Senior Urban Designer II	\$132
Senior Urban Designer I	\$124
Urban Designer II	\$112
Urban Designer I	\$100
Senior Planner II	\$132
Senior Planner I	\$124
Planner II	\$112
Planner I	\$100
Planning Assistant	\$ 80

Administration

Administrative Project Specialist	\$ 92
Administrative Staff	\$ 86

2021 Waterline Replacement Projects & Barclay Hills Pump Station Stormwater Outfall Improvements

Professional Services Hourly Breakdown (Master)

3J Consulting, Inc.		3J Consulting, Inc.																3J Consulting, Inc. Totals				S&F Surveying		Pacific Habitat Services		GeoDesign		Total Budget		Unallocated		
		Principal/Dirt/Chief		Sr. Project Manager		Project Manager		Civil Eng. Manger		Civil Engineer II		Inspector II		Admin. Proj. Specialist		Administrative Staff																
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Expenses	Fee Type	Subs Labor Only	Sub Expenses	Subs Labor Only	Sub Expenses					Subs Labor Only
Task No.	Task Description	\$186.00		\$170.00		\$164.00		\$148.00		\$128.00		\$122.00		\$92.00		\$86.00		LS/T&F Fee + Expenses														
1.0	Project Management																															
	Project A - 4th and 5th PRV Replacement	1.00	\$186.00	9.00	\$1,530.00		\$0.00		\$0.00		\$0.00		\$0.00	5.00	\$460.00		2.00	\$172.00		17.00	\$2,348.00	\$50.00	\$2,398.00							\$2,398.00		
	Project B - Barclay Hills Waterline Replacement	1.00	\$186.00	9.00	\$1,530.00		\$0.00		\$0.00		\$0.00		\$0.00	5.00	\$460.00		2.00	\$172.00		17.00	\$2,348.00	\$50.00	\$2,398.00							\$2,398.00		
	Project C - 13th Street Waterline Replacement	1.00	\$186.00	9.00	\$1,530.00		\$0.00		\$0.00		\$0.00		\$0.00	5.00	\$460.00		2.00	\$172.00		17.00	\$2,348.00	\$50.00	\$2,398.00							\$2,398.00		
	Project D - Barclay Hills Stormwater Outfall	1.00	\$186.00	9.00	\$1,530.00		\$0.00		\$0.00		\$0.00		\$0.00	5.00	\$460.00		2.00	\$172.00		17.00	\$2,348.00	\$50.00	\$2,398.00							\$2,398.00		
	Sub-Total Project Management	4.00	\$744.00	36.00	\$6,120.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	20.00	\$1,840.00	8.00	\$688.00		68.00	\$9,332.00	\$200.00	\$9,592.00							\$9,592.00			
2.0	Project Orientation/Data Collection																															
	Project A - 4th and 5th PRV Replacement		\$0.00	2.00	\$340.00		\$0.00		2.00	\$296.00		\$256.00		\$0.00		\$0.00		\$0.00		6.00	\$892.00		\$892.00		\$6,500.00	\$0.00					\$7,392.00	
	Project B - Barclay Hills Waterline Replacement		\$0.00	2.00	\$340.00		\$0.00		2.00	\$296.00		\$256.00		\$0.00		\$0.00		\$0.00		6.00	\$892.00		\$892.00		\$6,300.00	\$0.00					\$7,192.00	
	Project C - 13th Street Waterline Replacement		\$0.00	2.00	\$340.00		\$0.00		2.00	\$296.00		\$256.00		\$0.00		\$0.00		\$0.00		6.00	\$892.00		\$892.00		\$5,040.00	\$0.00					\$5,932.00	
	Project D - Barclay Hills Stormwater Outfall		\$0.00	2.00	\$340.00		\$0.00		2.00	\$296.00		\$256.00		\$0.00		\$0.00		\$0.00		6.00	\$892.00		\$892.00		\$5,775.00	\$0.00		\$28,559.00	\$275.00	\$12,910.00	\$6,600.00	\$55,011.00
	Sub-Total Project Orientation/Data Collection	0.00	\$0.00	8.00	\$1,360.00	0.00	\$0.00	8.00	\$1,184.00	8.00	\$1,024.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		24.00	\$3,568.00	\$0.00	\$3,568.00	\$23,615.00	\$0.00		\$28,559.00	\$275.00	\$12,910.00	\$6,600.00	\$75,527.00		
3.0	Preliminary Engineering																															
	Project A - 4th and 5th PRV Replacement		\$0.00	2.00	\$340.00		\$0.00		4.00	\$592.00	16.00	\$2,048.00		\$0.00		\$0.00		\$0.00		22.00	\$2,980.00	\$50.00	\$3,030.00								\$3,030.00	
	Project B - Barclay Hills Waterline Replacement		\$0.00	2.00	\$340.00		\$0.00		4.00	\$592.00	12.00	\$1,536.00		\$0.00		\$0.00		\$0.00		19.00	\$2,468.00	\$50.00	\$2,518.00								\$2,518.00	
	Project C - 13th Street Waterline Replacement		\$0.00	2.00	\$340.00		\$0.00		4.00	\$592.00	10.00	\$1,280.00		\$0.00		\$0.00		\$0.00		16.00	\$2,212.00	\$50.00	\$2,262.00								\$2,262.00	
	Project D - Barclay Hills Stormwater Outfall		\$0.00	2.00	\$340.00	22.00	\$3,608.00		4.00	\$592.00	10.00	\$1,280.00		\$0.00		\$0.00		\$0.00		38.00	\$5,820.00	\$50.00	\$5,870.00								\$5,870.00	
	Sub-Total Preliminary Engineering	0.00	\$0.00	8.00	\$1,360.00	22.00	\$3,608.00	16.00	\$2,368.00	48.00	\$6,144.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		94.00	\$13,480.00	\$200.00	\$13,680.00								\$13,680.00		
4.0	Final Engineering																															
	Project A - 4th and 5th PRV Replacement		\$0.00	2.00	\$340.00		\$0.00		4.00	\$592.00	32.00	\$4,096.00		\$0.00		\$0.00		\$0.00		38.00	\$5,028.00	\$50.00	\$5,078.00								\$5,078.00	
	Project B - Barclay Hills Waterline Replacement		\$0.00	2.00	\$340.00		\$0.00		4.00	\$592.00	32.00	\$4,096.00		\$0.00		\$0.00		\$0.00		38.00	\$5,028.00	\$50.00	\$5,078.00								\$5,078.00	
	Project C - 13th Street Waterline Replacement		\$0.00	2.00	\$340.00		\$0.00		4.00	\$592.00	32.00	\$4,096.00		\$0.00		\$0.00		\$0.00		38.00	\$5,028.00	\$50.00	\$5,078.00								\$5,078.00	
	Project D - Barclay Hills Stormwater Outfall		\$0.00	2.00	\$340.00	80.00	\$13,120.00		4.00	\$592.00	60.00	\$7,680.00		\$0.00		\$0.00		\$0.00		146.00	\$21,732.00	\$50.00	\$21,782.00								\$21,782.00	
	Sub-Total Final Engineering	0.00	\$0.00	8.00	\$1,360.00	80.00	\$13,120.00	16.00	\$2,368.00	156.00	\$19,968.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		260.00	\$36,816.00	\$200.00	\$37,016.00								\$37,016.00		
5.0	Bid Support																															
	Project A - 4th and 5th PRV Replacement		\$0.00	3.00	\$510.00		\$0.00		4.00	\$592.00	3.00	\$384.00		\$0.00		\$0.00		\$0.00		10.00	\$1,486.00	\$50.00	\$1,536.00								\$1,536.00	
	Project B - Barclay Hills Waterline Replacement		\$0.00	3.00	\$510.00		\$0.00		4.00	\$592.00	3.00	\$384.00		\$0.00		\$0.00		\$0.00		10.00	\$1,486.00	\$50.00	\$1,536.00								\$1,536.00	
	Project C - 13th Street Waterline Replacement		\$0.00	3.00	\$510.00		\$0.00		4.00	\$592.00	3.00	\$384.00		\$0.00		\$0.00		\$0.00		10.00	\$1,486.00	\$50.00	\$1,536.00								\$1,536.00	
	Project D - Barclay Hills Stormwater Outfall		\$0.00	3.00	\$510.00		\$0.00		4.00	\$592.00	3.00	\$384.00		\$0.00		\$0.00		\$0.00		10.00	\$1,486.00	\$50.00	\$1,536.00								\$1,536.00	
	Sub-Total Bid Support	0.00	\$0.00	12.00	\$2,040.00	0.00	\$0.00	16.00	\$2,368.00	12.00	\$1,536.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		40.00	\$5,944.00	\$200.00	\$6,144.00								\$6,144.00		
6.0	Construction Services																															
	Project A - 4th and 5th PRV Replacement		\$0.00	2.00	\$340.00		\$0.00		4.00	\$592.00	8.00	\$1,024.00	80.00	\$9,760.00		\$0.00		\$0.00		94.00	\$11,716.00	\$200.00	\$11,916.00								\$11,916.00	
	Project B - Barclay Hills Waterline Replacement		\$0.00	2.00	\$340.00		\$0.00		4.00	\$592.00	8.00	\$1,024.00	80.00	\$9,760.00		\$0.00		\$0.00		94.00	\$11,716.00	\$200.00	\$11,916.00								\$11,916.00	
	Project C - 13th Street Waterline Replacement		\$0.00	2.00	\$340.00		\$0.00		4.00	\$592.00	8.00	\$1,024.00	80.00	\$9,760.00		\$0.00		\$0.00		94.00	\$11,716.00	\$200.00	\$11,916.00								\$11,916.00	
	Project D - Barclay Hills Stormwater Outfall		\$0.00	2.00	\$340.00		\$0.00		8.00	\$1,184.00	8.00	\$1,024.00	160.00	\$19,520.00		\$0.00		\$0.00		178.00	\$22,068.00	\$200.00	\$22,268.00					\$5,705.00	\$500.00		\$28,473.00	
	Sub-Total Construction Services	0.00	\$0.00	8.00	\$1,360.00	0.00	\$0.00	20.00	\$2,960.00	32.00	\$4,096.00	400.00	\$48,800.00	0.00	\$0.00	0.00	\$0.00		460.00	\$57,216.00	\$800.00	\$58,016.00					\$5,705.00	\$500.00	\$64,221.00			
7.0	Extra Work as Required																															
	Un-Allocated Contingency																															
	Sub-Total Extra Work as Required	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00	\$0.00	\$0.00								\$20,000.00		
Original Contract Total		4.00	\$744.00	80.00	\$13,600.00	102.00	\$16,728.00	76.00	\$11,248.00	256.00	\$32,768.00	400.00	\$48,800.00	20.00	\$1,840.00	8.00	\$688.00		946.00	\$126,416.00	\$1,600.00	\$128,016.00	\$23,615.00	\$0.00		\$28,559.00	\$275.00	\$18,615.00	\$7,100.00	\$206,180.00	\$20,000.00	
Contract Grand Totals																																

	Total Fee	\$217,205.00
	Total Expenses	\$8,975.00
		\$226,180.00
Project A - 4th and 5th PRV Replacement	\$31,350.00	
Project B - Barclay Hills Waterline Replacement	\$30,638.00	
Project C - 13th Street Waterline Replacement	\$29,122.00	
Project D - Barclay Hills Stormwater Outfall	\$115,070.00	
Unallocated Contingency	\$20,000.00	
Total	\$226,180.00	

2021 Waterline Replacement Projects &
Barclay Hills Pump Station Stormwater Outfall Improvements

S&F Land Services - Services Hourly Breakdown

Task No. Task Description		S&F Land Services														Totals			
		Project Manager		Project Surveyor (PLS)		Office Technician		Party Chief		Field Technician		1-Man Crew		Administration Staff		Hours	Fee	Expenses	Total Budget
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee				
2.0	Project Orientation/Data Collection		\$165.00		\$130.00		\$100.00		\$95.00		\$80.00		\$135.00		\$65.00				
	Project A - 4th and 5th PRV Replacement	1.00	\$165.00	8.00	\$1,040.00	28.00	\$2,800.00		\$0.00		\$0.00	18.00	\$2,430.00	1.00	\$65.00	56.00	\$6,500.00		\$6,500.00
	Project B - Barclay Hills Waterline Replacement	1.00	\$165.00	8.00	\$1,040.00	22.00	\$2,200.00	10.00	\$950.00	10.00	\$800.00	8.00	\$1,080.00	1.00	\$65.00	60.00	\$6,300.00		\$6,300.00
	Project C - 13th Street Waterline Replacement	1.00	\$165.00	2.00	\$260.00	32.00	\$3,200.00		\$0.00		\$0.00	10.00	\$1,350.00	1.00	\$65.00	46.00	\$5,040.00		\$5,040.00
	Project D - Barclay Hills Stormwater Outfall	1.00	\$165.00	8.00	\$1,040.00	8.00	\$800.00	15.00	\$1,425.00	15.00	\$1,200.00	8.00	\$1,080.00	1.00	\$65.00	56.00	\$5,775.00		\$5,775.00
	Sub-Total Project Orientation/Data Collection	4.00	\$660.00	26.00	\$3,380.00	90.00	\$9,000.00	25.00	\$2,375.00	25.00	\$2,000.00	44.00	\$5,940.00	4.00	\$260.00	218.00	\$23,615.00	\$0.00	\$23,615.00
Contract Grand Totals																			

Total Scope Fee \$23,615.00
Total Reimbursables \$0.00

CLASSIFICATION TITLE	BILLING RATE
Project Manager	\$165.00
QA/QC Manager	\$140.00
Project Surveyor (PLS)	\$130.00
Certified Photogrammetrist	\$130.00
Advanced Mapping Specialist	\$125.00
Office Technician	\$100.00
CAD Technician	\$85.00
1-Man Crew	\$135.00
Party Chief	\$95.00
Field Technician	\$80.00
Scanning Crew (two person)	\$190.00
Part 107 Pilot (UAS)	\$135.00
Administration Staff	\$65.00

2021 Waterline Replacement Projects &
Barclay Hills Pump Station Stormwater Outfall Improvements

Pacific Habitat Services - Services Hourly Breakdown

		Pacific Habitat Services										Totals			
		Project Manager		Wetland Scientist 2		Wetland Scientist 1		Graphics Specialist		Admin/Technical Editor		Hours	Fee	Expenses	Total Budget
Task No.	Task Description	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee				
3.0	Preliminary Engineering		\$154.00		\$115.00		\$110.00		\$90.00		\$80.00				
	Project D - Barclay Hills Stormwater Outfall	26.00	\$4,004.00	143.00	\$16,445.00	26.00	\$2,860.00	37.00	\$3,330.00	24.00	\$1,920.00	256.00	\$28,559.00	\$275.00	\$28,834.00
	Sub-Total Survey, Design Studies and Reports	26.00	\$4,004.00	143.00	\$16,445.00	26.00	\$2,860.00	37.00	\$3,330.00	24.00	\$1,920.00	256.00	\$28,559.00	\$275.00	\$28,834.00
Original Contract Total		26.00	\$4,004.00	143.00	\$16,445.00	26.00	\$2,860.00	37.00	\$3,330.00	24.00	\$1,920.00	256.00	\$28,559.00	\$275.00	\$28,834.00
Contract Grand Totals															

Total Scope Fee \$28,559.00
Total Reimbursables \$275.00

CLASSIFICATION TITLE	BILLING RATE
Project Manager	\$154.00
Wetland Scientist 2	\$115.00
Wetland Scientist 1	\$110.00
Graphics Specialist	\$90.00
Admin/Technical Editor	\$80.00

2021 Waterline Replacement Projects &
Barclay Hills Pump Station Stormwater Outfall Improvements

GeoDesign - Services Hourly Breakdown

Task No.	Task Description	Principal		Associate Engineer		Staff Engineer		Staff Geologist		GeoDesign Field Geologist		Field Engineer		CAD Operator		Project Assistant		Support		Totals			
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Expenses	Total Budget
2.0	Project Orientation/Data Collection		\$224.00		\$192.00		\$133.00		\$133.00		\$133.00		\$133.00		\$101.00		\$97.00		\$77.00				
	Project D - Barclay Hills Stormwater Outfall																						
	Phase 1	2.00	\$448.00	12.00	\$2,304.00	4.00	\$532.00	6.00	\$798.00	8.00	\$1,064.00		\$0.00	2.00	\$202.00	3.00	\$291.00	2.00	\$154.00	39.00	\$5,793.00	\$100.00	\$5,893.00
	Phase 2	3.00	\$672.00	21.00	\$4,032.00	2.00	\$266.00		\$0.00		\$0.00	9.00	\$1,197.00	5.00	\$505.00	3.00	\$291.00	2.00	\$154.00	45.00	\$7,117.00	\$6,500.00	\$13,617.00
	Sub-Total Project Orientation/Data Collection	5.00	\$1,120.00	33.00	\$6,336.00	6.00	\$798.00	6.00	\$798.00	8.00	\$1,064.00	9.00	\$1,197.00	7.00	\$707.00	6.00	\$582.00	4.00	\$308.00	84.00	\$12,910.00	\$6,600.00	\$19,510.00
6.0	Construction Services																						
	Project D - Barclay Hills Stormwater Outfall		\$0.00		\$0.00	40.00	\$5,320.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	5.00	\$385.00	45.00	\$5,705.00	\$500.00	\$6,205.00
	Sub-Total Construction Services	0.00	\$0.00	0.00	\$0.00	40.00	\$5,320.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	5.00	\$385.00	45.00	\$5,705.00	\$500.00	\$6,205.00
Contract Grand Totals																							

Total Scope Fee \$18,615.00
Total Reimbursables \$7,100.00

CLASSIFICATION TITLE	BILLING RATE
Principal	\$224.00
Associate Engineer	\$192.00
Staff Engineer	\$133.00
Staff Geologist	\$133.00
Field Geologist	\$133.00
Field Engineer	\$133.00
CAD Operator	\$101.00
Project Assistant	\$97.00
Support	\$77.00

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8g.

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Only amounts disputed by City in good faith may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, unless City has agreed to do so in writing, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or

licenses, certificates or specialized training and Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payment and Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8g.

5. No Third-Party Beneficiaries. City and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8g.

10. Compliance With Applicable Law.

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability caused by Consultant's negligent performance of this Agreement and shall hold City, its officers, agents, Consultants, and employees harmless from, and indemnify them for the damages, including attorney fees caused by the negligent acts, omissions, activities or services by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy

shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8g.

out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and

shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided free of cost to City.

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 8g.

thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration determination, and shall furnish to each party a signed copy of such determination. Arbitration

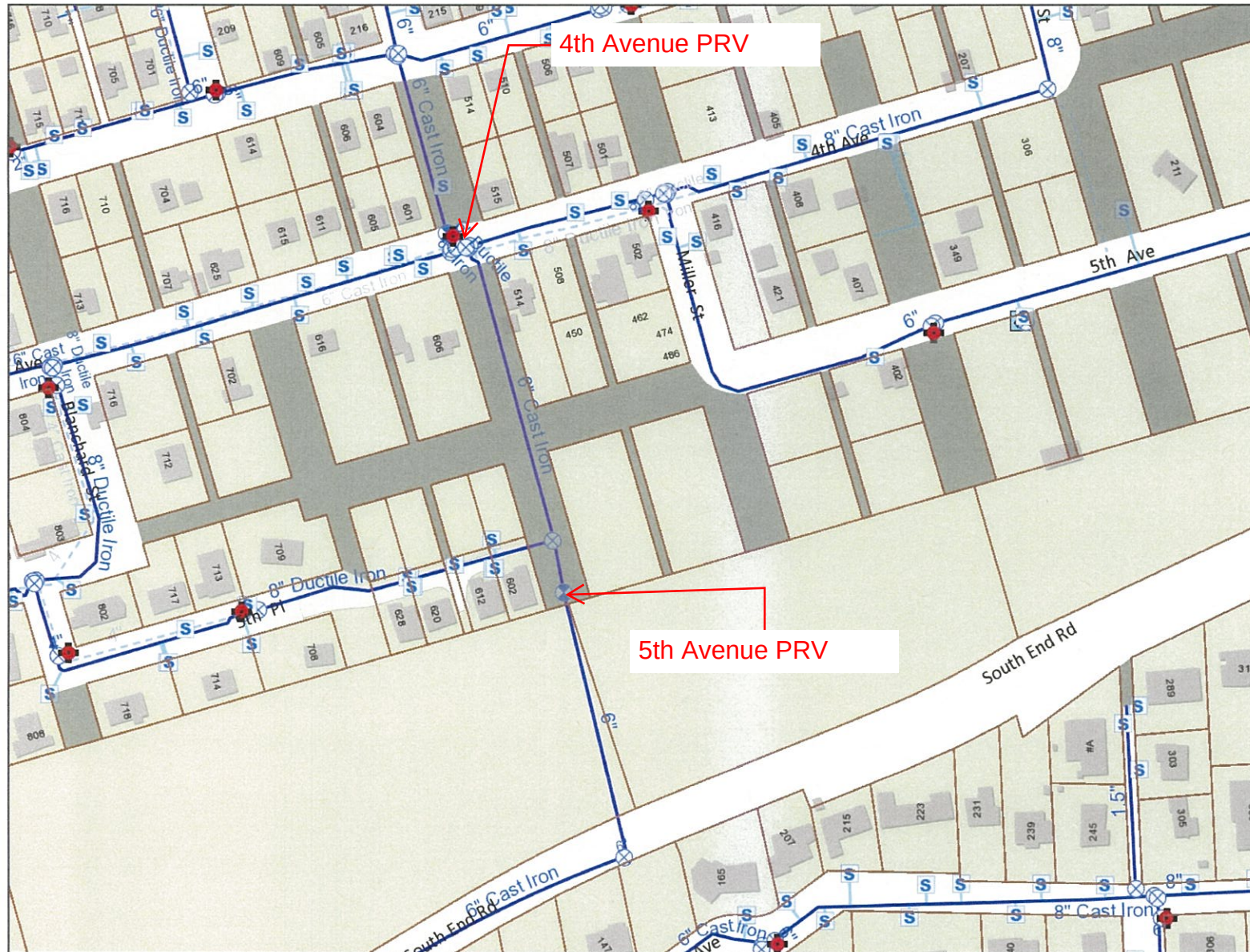
proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

Oregon City GIS Map

Item 8g.



Legend

Street Names

- Taxlots
- Taxlots Outside UGB
- Unimproved ROW

Water Hydrants

- (Other owner)
- OC
- CRWD
- Private

Water Service Meters

- (Other owner or Type not defined)
- OC
- CRWD

Water Master Meters

- (Other owner)
- OC

Water Irrigation Meters

- (Other owner)
- OC

Notes



The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.



0 200 400 Feet

1: 2,400

Canemah Area PRV's

Map created 11/19/2020

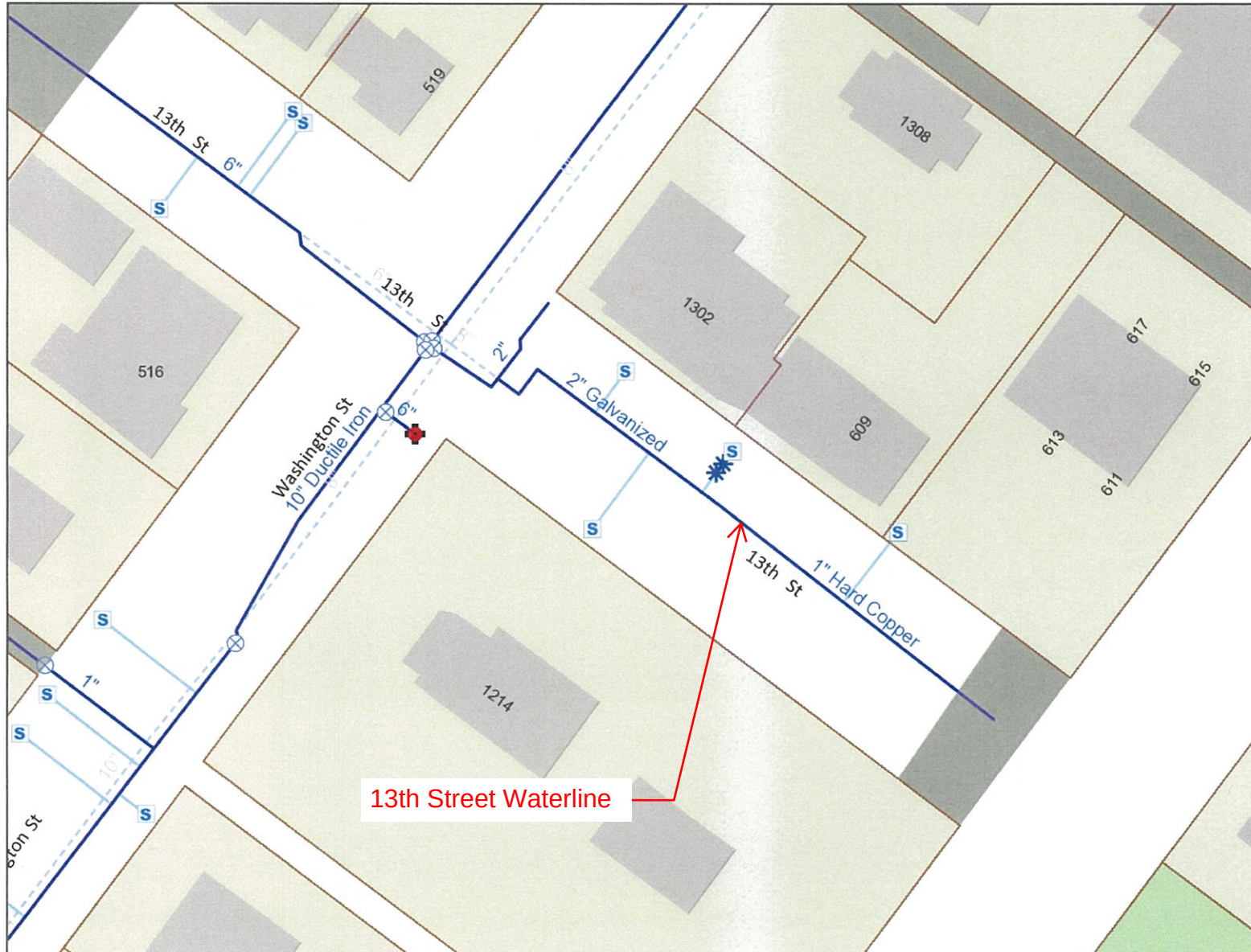
City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.oregcity.org



Page 250

Oregon City GIS Map

Item 8g.



Legend

Street Names

- Taxlots
- Taxlots Outside UGB
- Unimproved ROW

Water Hydrants

- (Other owner)
- OC
- CRWD
- Private

Water Service Meters

- (Other owner or Type not defined)
- OC
- CRWD

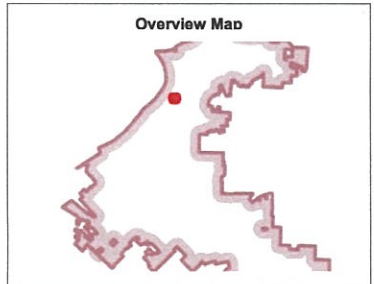
Water Master Meters

- (Other owner)
- OC

Water Irrigation Meters

- (Other owner)
- OC

Notes



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Map created 11/19/2020



0 50 100 Feet

1: 600

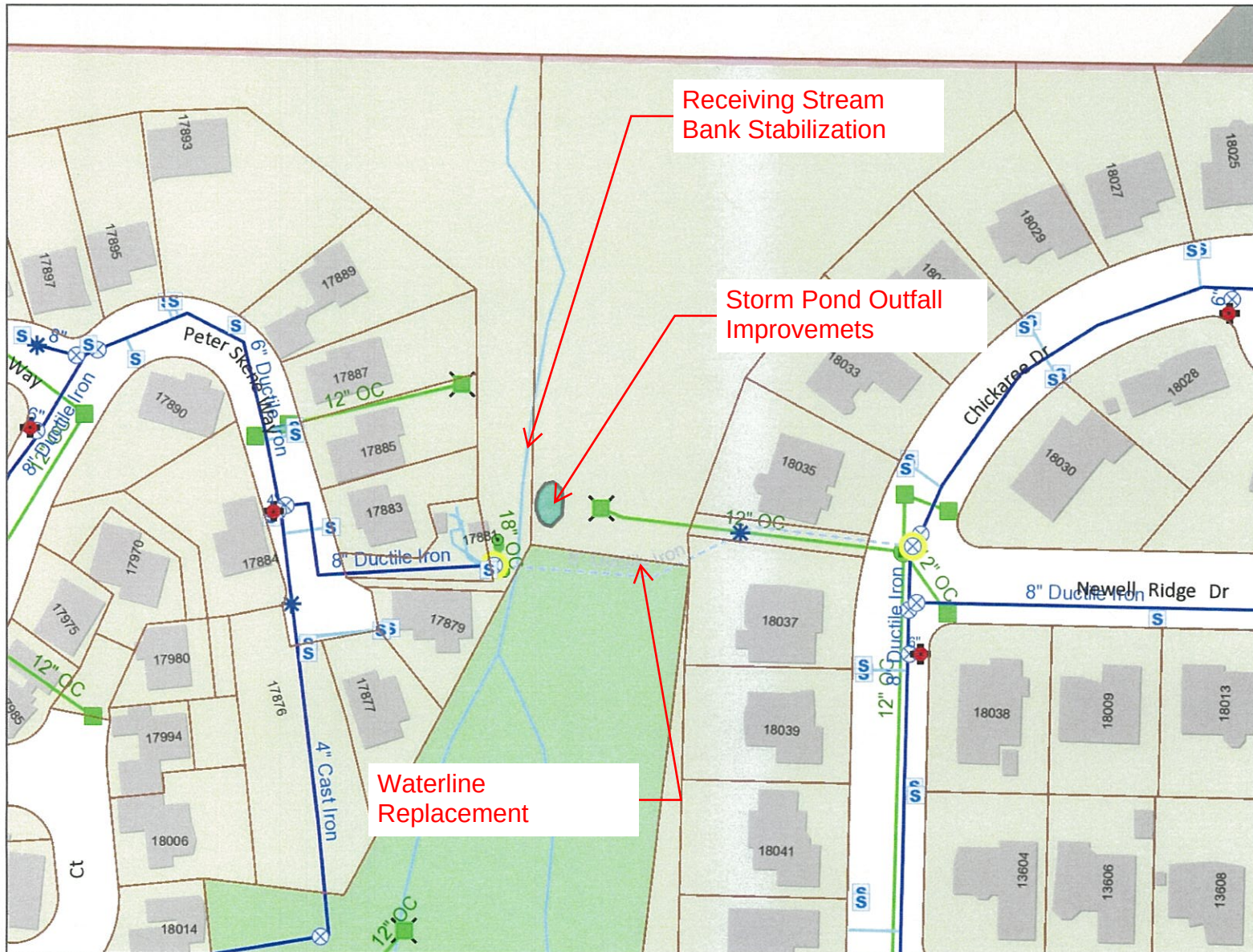
13th Street Waterline

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.oregoncity.org



Oregon City GIS Map

Item 8g.



Legend

Street Names

- Taxlots
- Taxlots Outside UGB
- Unimproved ROW

Water Hydrants

- (Other owner)
- OC
- CRWD
- Private

Water Service Meters

- (Other owner or Type not defined)
- OC
- CRWD

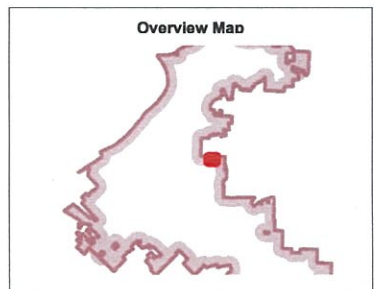
Water Master Meters

- (Other owner)
- OC

Water Irrigation Meters

- (Other owner)
- OC

Notes



0 100 200 Feet

1: 1,200



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Map created 11/19/2020

Waterline and Storm Improvemets in Barclay Hills

City of Oregon City
PO Box 3040
625 Center St
Oregon City
OR 97045
(503) 657-0891
www.oregoncity.org





CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/02/2020

SUBJECT:

Revocable Permanent Right-of-Way Obstruction Permit for Property Located at 122 Terrace Avenue (Tax Lot 22E 31DD 01502)

STAFF RECOMMENDATION:

Approve request for Revocable Permanent Right-of-Way (ROW) Obstruction Permit at 122 Terrace Avenue for the sole purpose of fencing and residential recreational uses (non-storage).

EXECUTIVE SUMMARY:

The property owner of 122 Terrace Avenue (Tax Lot 22E 31DD 01502) has received a Code Enforcement complaint concerning debris stored within the ROW as well as a fence located within the ROW.

The property owner has requested a permit for a revocable ROW obstruction to allow the fence to remain. While the fence does not provide a public benefit to the ROW, the current use of the ROW as yard frontage is consistent with the surrounding neighborhood; therefore, staff recommends approval of the permit.

BACKGROUND:

On Wednesday, October 7, 2020, Public Works was made aware of a concern by the property owner at 122 Terrace Avenue that they had received a Code Enforcement request to remove their fence from the ROW. They requested options to allow the fence to remain.

The property owner has removed debris associated with the complaint and requested they get approval from the City Commission for a Revocable ROW Obstruction Permit to allow their fence to remain within the ROW.

The property at 122 Terrace Avenue is on a dead-end road. The roadway is also narrow with approximately 20 feet of pavement. A 60-foot right-of-way exists along Terrace

Avenue. No sidewalks exist on this section of Terrace Avenue. Additionally, no sidewalks are anticipated to be built and no trails or pedestrian connections are anticipated in this section of Terrace Avenue. Landscaping, fences, and walls exist on various properties within this section of Terrace Avenue. The fence in question is located approximately two (2) feet from the edge of pavement along with some medium sized rocks.

The applicant has provided a survey that shows the fence is located 20 feet into the ROW. On site pictures and aerial photos from the Oregon City mapping system show the character of this roadway.

While Public Works does not believe this fence provides a significant hazard to the users of the ROW, the criteria to allow an obstruction in the right-of-way is whether or not the obstruction provides a public benefit. The fence within the ROW does not provide a public benefit. However, other criteria not listed in the OCMC, but which was considered by staff in reaching this recommendation includes:

- Surrounding neighborhood character and neighboring uses of the ROW is consistent with the others along the dead end.
- The longstanding use of the property and configuration of the home as it relates to the landscape is consistent with private use of the ROW as is being requested.
- The proposed use of the ROW does not interfere with current or future public use of the ROW.
- The encroachment does not significantly interfere with the operation and maintenance of utilities within the ROW.
- The encroachment is quite easy to remove if the revocable permanent ROW Obstruction Permit is revoked
- The encroachment approval does not include the use of the ROW for storage or disturbance of the landscaped surface.

Therefore, staff recommends approval of the permit.

OPTIONS:

1. Approve Revocable Right-of-Way Obstruction Permit for 122 Terrace Avenue
2. Deny Revocable Right-of-Way Obstruction Permit for 122 Terrace Avenue



OREGON CITY

Public Works Item 8h.

625 Center Street | PO Box 3040 | Oregon City OR 97045
Ph (503) 657-0891 | Fax (503) 657-7892

RIGHT-OF-WAY PERMIT APPLICATION

Application Date: 10-7-20

Work Site Information

ALL FIELDS REQUIRED ON THIS FORM

Address: 122 Terrace Ave Oregon City Cross Street: None

Applicant

☒ Responsible for Project (Permittee)

☐ Primary Contact

Business Name / Property Owner: Susan & Brad Enright

Contact Name: Susan Enright

E-Mail: susanienright@comcast.net

Mailing Address: 122 Terrace Ave

City, State & Zip: Oregon City, OR 97045

Phone: 503-341-4628

Alt. Phone:

Contractor

☒ Same as above

☐ Responsible for Project (Permittee)

☐ Primary Contact

Business Name:

Contact Name:

Mailing Address:

Phone:

City, State & Zip:

E-Mail:

Oregon City Business License No. (or Metro Contractor's License No.):

License or CCB Number(s):

Work Details

Proposed Start Date: 9-12-20

Estimated Completion Date: 9-20-20

DESCRIPTION OF WORK TO BE DONE IN RIGHT-OF-WAY PER THIS PERMIT (check all boxes that apply):

UTILITY WORK:	☐ Sanitary Sewer	☐ Stormwater	☐ Pavement / Trench Cut
	☐ Electrical	☐ Water	☐ Other - Describe:
SIDEWALK WORK:	☐ New	☐ Repair / Replace	☐ Curb and/or Gutter Work
	Length (ft):	Width (ft):	# of Panels (estimate):
DRIVEWAY WORK:	☐ New	☐ Repair / Replace	Width (ft):
MATERIAL STORAGE:	☐ Drop Box	☐ Storage Pod	☐ Other - Describe:
LANDSCAPING WORK:	☐ Tree Removal	☐ Tree Installation	☒ Other - Describe: Fence Install
DOWNTOWN PARKING:	# Spaces:	No. of Days:	Location:

EVENT*

Event Name:

General location / route:

Provide paragraph description of event or work to be done:

The right of way looks like our yard. We were unaware it was a right of way. We placed a light duty fence around it for the protection of our small dogs.

*Application for Special Event will be required simultaneously.

Permission is hereby requested to encroach into public right-of-way to perform work as set forth below. It is understood that this application is limited to the work described herein and that all work shall be done in compliance with the provisions shown on the back of this application and with all other applicable rules, regulations and standards of the City; and that the permittee assumes full responsibility for said compliance, for acceptability of the work, for repair or replacement thereof if defective, and for repair or replacement of any existing improvement damaged by this work.

SEE THE BACK (PAGE 2) OF THIS PERMIT FOR CONDITIONS AND PROVISIONS

I CERTIFY THE ABOVE INFORMATION IS CORRECT

Applicant's Signature:

Susan Enright

OFFICE USE ONLY

☐ Provide a traffic control plan to the City for review and approval.	☐ Coordinate work with all applicable utility companies.
☐ Barricade and sign sidewalks & parking spaces in advance of their use.	☐ Tree removal / replacement per City Planning Dept approval process.
☐ Contact the city inspector at 971-276-1751 for pre and post inspections, questions and/or pre-pour and final concrete inspections.	

Related City permits:

Expiration Date:	☐ 60 DAYS	☐ 90 DAYS	Other	Permit No.:
Standard Details:	☐ OC 504	☐ OC 508	☐ OC 310	☐ OC 402
	☐ OC 313	☐ OC 532	☐ Other	

Issued by:

Date:

1. Permittee agrees to save, keep and hold harmless the City of Oregon City, its officers, agents and employees from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damage to property, or of personal injury received by reason of or in the course of performing work authorized by this permit which may be occasioned by any act or omission of the permittee, his agents or employees. The City will not be liable for any accident, loss or damage to the work prior to its completion and acceptance.
2. Permit is void 60 days after date of issue unless otherwise noted. A time extension shall be requested not less than 24 hours prior to expiration.
3. Concrete curb, sidewalk, gutters, driveway approaches, alley entrances, paving repairs, etc. shall be constructed per City Standards (<https://www.orcity.org/publicworks/design-and-construction-standardsdrawings>).
4. A copy of this permit shall be kept at the work site.
5. Work authorized by this permit includes removal and replacement of improvements as necessary.
6. Oregon law requires that the rules adopted by Oregon Utility Notification Center be followed. Those rules are set forth in OAR 952-001-0010 to 0090. You may obtain copies of the rules by calling the center or online at www.callbeforeyoudig.org. Call before you dig – Portland Metro Area **811** or **800-332-2344**.
7. Permittee shall adequately safeguard all excavations and obstructions with barricades, lights and/or other suitable safety devices per the current "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (mutcd.fhwa.dot.gov/), Federal Highway Administration and follow all OSHA rules and regulations. If the permittee fails to adequately safeguard the public, the City shall place barricades and lights at the expense of the permittee. Placement of safety devices by the City shall not relieve the permittee from liability.
8. Permittee shall coordinate **24 hours in advance of any street closure with Oregon City Code Enforcement at 503-496-1559 and Oregon City Public Works at 503-657-0891** for each day any street is to be closed.
9. Fire Department access to fire hydrants shall be maintained at all times.
10. Permittee shall be responsible for preserving construction survey stakes and markers for the duration of their usefulness.
11. Construction water shall not be taken from a fire hydrant until a fire hydrant permit has been obtained from the Public Works Operations Center, 122 S. Center Street, 503-657-8241.
12. A minimum of **72 hours' advance notice** must be given for inspection requests (exclusive of Saturdays, Sundays and holidays).
13. Forms and subgrade must be inspected and approved before ordering Portland Cement Concrete or Asphaltic Concrete. Failure to obtain approval before proceeding with work may be cause for rejection. Any work to be done on a Saturday or holiday **MUST** be approved by the City at least 24 hours in advance.
14. Any work done without proper inspections will be subject to rejection. Permittee shall request inspections when: (1) forms are complete / ready for concrete; (2) subgrade is compacted and ready for pavement or concrete; (3) excavation is started; (4) sewers are ready for testing; (5) backfill compaction is in progress; (6) temporary resurfacing has been placed; (7) all work authorized by this permit has been completed; and (8) any time assistance is needed to assure compliance with City requirements. Reinspections required due to site or work not being ready for inspection when scheduled or for the replacement of defective work, shall be done at the expense of the permittee.
15. Asphalt pavement, including resurfacing, shall be constructed of Level 2, 1½-inch dense HMA ODOT asphalt concrete for the roadway.
16. Curbs with depressions for vehicular access will not be accepted until a standard driveway approach has been constructed at each depression. Where none exists, a sidewalk adjoining such driveway approaches shall be constructed.
17. Final approval of any work will not be given until construction debris and excess material is removed and parkways are graded to conform to the standard street section and planted as appropriate to match existing.
18. Failure to secure permits for previous work or failure to pay fees due on previous permits shall render the applicant, permittee or employees ineligible for any other City permit until such fees and penalties are paid.
19. Any applicant or contractor who has done work in public rights-of-way not in conformance with City Standard Specifications, Standard Drawings or Special Provisions, or who violates the City Code shall be ineligible to do work in public rights-of-way until such deficiency has been corrected to the satisfaction of the City Engineer.
20. Construction hours: Monday-Friday 7 a.m. to 6 p.m., Saturdays 9 a.m. to 6 p.m. **NO** work shall be done on Sundays or holidays.
21. Contractors shall have an Oregon City Business License and/or a Metro Contractor's License and required contractors' licenses.
22. Permittee shall remain responsible for satisfactory workmanship and material for two years after acceptance of improvements authorized by this permit.

I AGREE TO COMPLY WITH THE PERMIT AND ALL ABOVE REFERENCED CONDITIONS

Applicant's Signature: Susan Enright

Date: 10-08-20

Applicant's Printed Name: Susan Enright

Title / Organization:

Public Works Department
City of Oregon City
625 Center Street
Oregon City, OR 97045

Susan & Brad Enright
122 Terrace Ave
Oregon City, OR 97045
10/08/2020

To Whom It May Concern,

We are writing to you today to respectfully ask for the use of the right of way in front of our lot. We have lived at this property for the last five years. When we were looking for homes what caught our eye about the home we now reside at, is the side yard. It was a place for our children to run around a bit, along with our two small dogs. The picture of the house in the listing featured the side yard with the home in the background even. We were told when we purchased the home that the father of the man we brought the house from, had built the house, and filled in the side yard from the drop off it was.

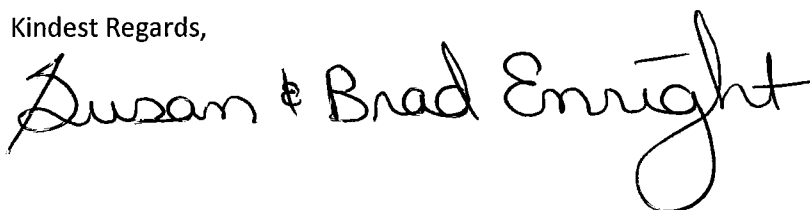
Like any one purchasing a home we looked over the title information carefully and did note the easements for the water and sewer, however there was no mention of a right of way. The front of the home is landscaped to look like it all belongs together, off the side of the yard is a slight incline that contains a flower bed, there are steps up to the side yard from the home, and our sheds face the yard. This year with COVID and the economy the way it has been we had time to do some projects. One of them being fencing the yard, after checking if we needed a permit, for our small dogs to enjoy on sunny days.

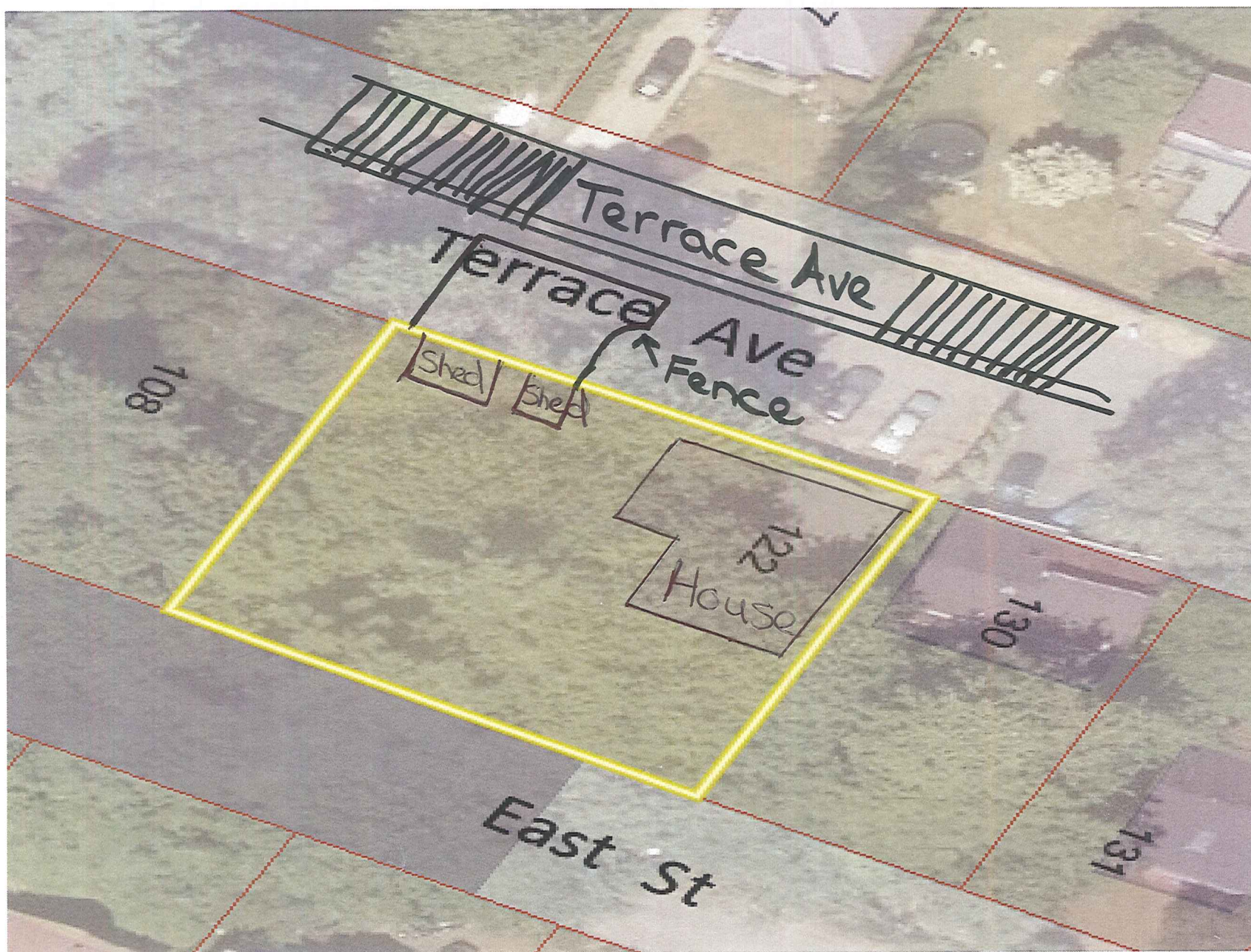
After completing the majority of the work, including all the fence posts, we got the first letter from Code Enforcement saying we needed to remove our flower boxes, wood pile, and fence poles. We thought it a hoax at first, but followed up with the city to find the entire front of our home is a right of way. Our drive way, our garden, our flower beds, our side yard are all located in the right of way. We live on a single lane, dead end street, and never imagined there would be a right of way, up here, well away from the business part of town. We looked over our mortgage and title paperwork again, still no mention of the right of way. The landscaping of the property in front of our home even looks like it all goes together; we have maintained the property as a yard with grass, flowers, and now a fence.

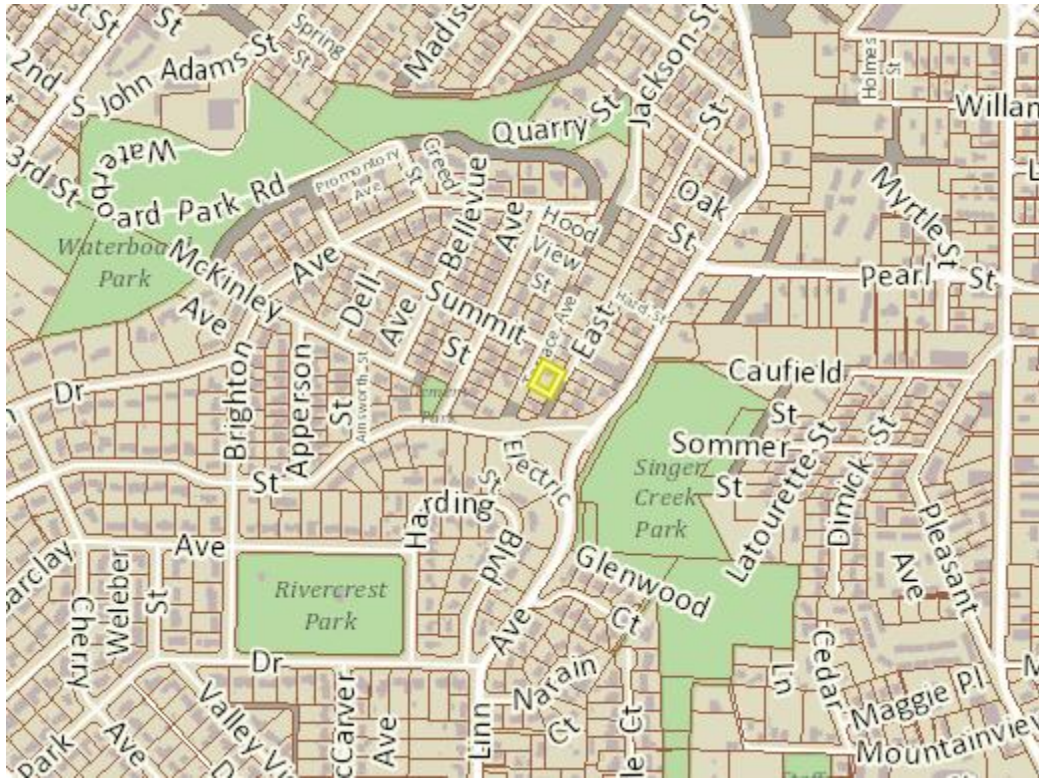
The reason for the right of way was because plans were for Terrace Ave to be 60' wide, but that never happened, and just isn't feasible now. Our home, along with three others all sit alongside each other. If Terrace were to be made 60' wide the street would come to our gutter line. There would be no parking, no access to our homes, and not enough set back from the road way.

So in conclusion we are asking to be able to continue to use the right of way area as a fenced yard for the security of our sheds, our small dogs, and the overall aesthetic look of a maintained yard. Thank you for your time.

Kindest Regards,

A handwritten signature in black ink that reads "Susan & Brad Enright". The signature is written in a cursive, flowing style. The "S" is large and loops around the "u", and the "E" is also large and loops around the "n". The names "Susan" and "Brad" are connected by an ampersand, and "Enright" follows. The signature is positioned below the "Kindest Regards," text.





Location Map – 122 Terrace Avenue



Location Map – 122 Terrace Avenue

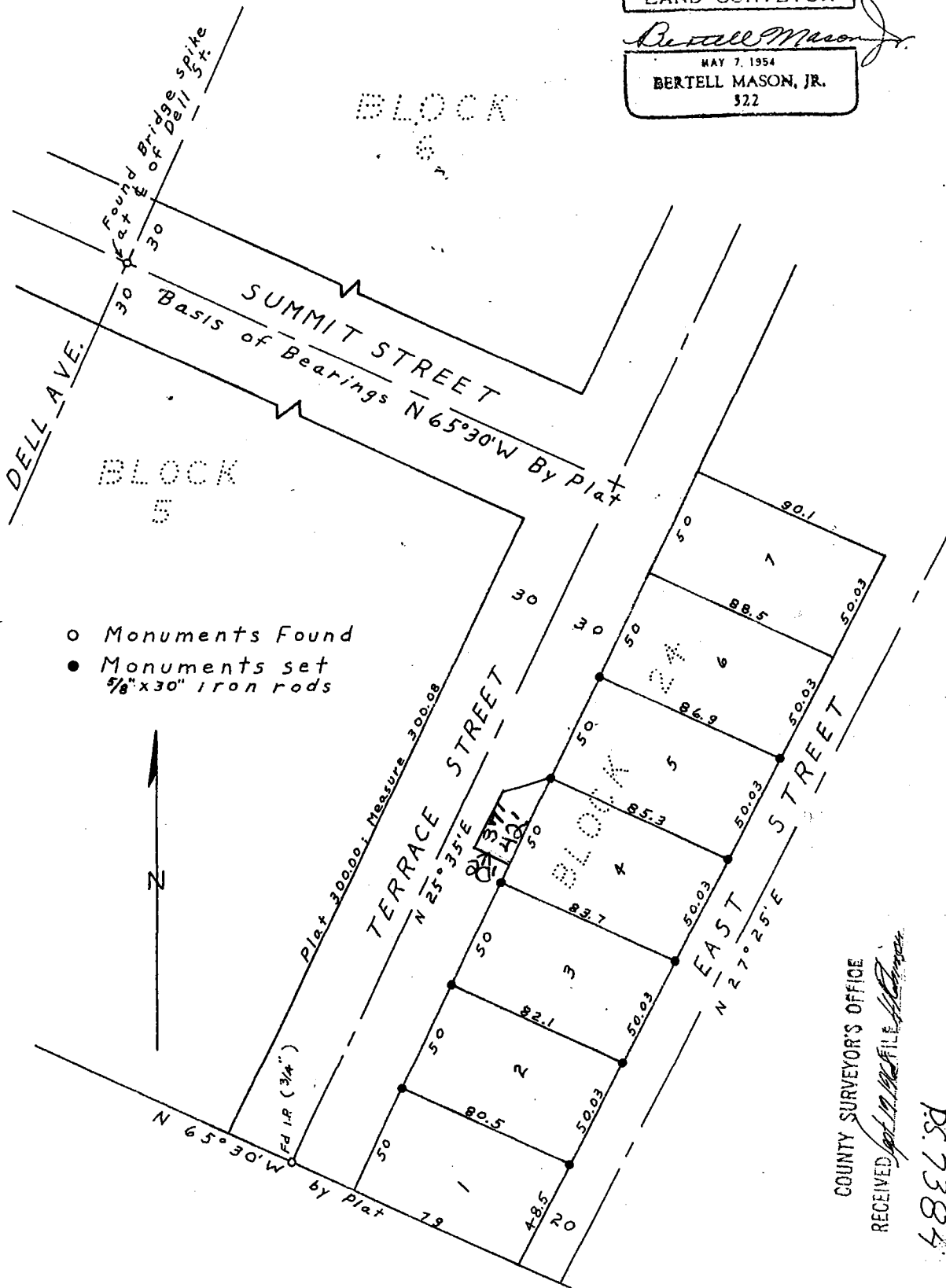
REGISTERED
OREGON
LAND SURVEYOR

Bertall Mason Jr.
MAY 7 1954

MAY 7, 1954

BERTELL MASON, JR.
322

BLOCK
8



COUNTY SURVEYOR'S OFFICE

RECEIVED Sept 19 1968 FILE # 100-44760

PS. 7384

Aerial Photo – 2012 with Leaf Off



The City of Oregon City has provided these maps as a public information resource. Every reasonable effort has been made to assure their accuracy. However, information that feed the maps are updated only periodically and therefore may not reflect the most current conditions. The representations depicted and information retrieved here is for informational purposes only and should not be used for legal, engineering, or surveying purposes. The City of Oregon City assumes no responsibility for its use.

Aerial Photo – 2019 with Leaf On



Looking south with 122 Terrace on the left in the distance



Looking south showing the 122 Terrace fence obstruction

Looking north with 122 Terrace on the right



Looking north with a wall and fence potentially in the right of way across from 122 Terrace



Looking north with a fence on the left and landscaping on the right all possibly within the right of way

Complaint received- Sep 2, 2020

Solid waste on property, unusable planters, wood covered with tarp, and other misc. stuff

122 Terrace Ave

- Site visit, Sep 3, 2020-
 - Photo'd the property. Will send owners VCL letter.
- Letter sent, Sep 3, 2020-
 - VCL sent out, deadline 14 days.
- Site visit- Sep 17, 2020-
 - photo'd property. Will send Notice of Violation.
- Letter sent- Sep 18, 2020-
 - NOV sent out, Deadline 10 days
- Phone call- Sep 22, 2020-
 - Property owner called the office. Owner was guided through OC Map, shown aerial images of property lines. Further advised new fence posts were in the ROW, were prohibited, and would need to be removed.
- Site Visit- Sep 28, 2020-
 - Photo'd prop. Fence has now been completed in the ROW. Will send second Notice of Violation.
- Letter sent- Sep 28, 2020-
 - Second NOV mailed out, deadline 10 days.
- Letter received- Oct 6, 2020-
 - Received letter from property owner regarding NOV/ inspection report.
- Phone call- Oct 6, 2020-
 - Called the property owner regarding letter received. Advised personal property including newly constructed fence would need to be removed from the ROW unless a permanent ROW permit was obtained by OCPW. Provided Josh Wheelers contact information.
- Site visit- Oct 7, 2020-
 - Photo'd prop. Solid waste and ROW violations remain.

Situs Address Detail Report

122 TERRACE AVE

**Address Information**

Site Address: 122 TERRACE AVE
OREGON CITY, OR 97045

In City? Y

In UGB? Y

Complex:



The following information was derived from the taxlot database and may not necessarily apply to the specific address location

Taxlot Description

APN: 2-2E-31DD-01502
Alt ID: 00582284
Taxpayer: ENRIGHT BRADLEY & SUSAN
Address: 122 TERRACE AVE
OREGON CITY, OR 97045
Parcel Area (GIS - acres): 0.19
Parcel Area (GIS - sq. ft): 8,462
Twn/Rng/Sec: 2S 2E 31
Tax Map Reference: 22E31DD (03_2s2e31dd)
Year Built: 1969

Taxlot Overlay Information

In Willamette Greenway? N	In Barlow Trail Corridor? N
In Geologic Hazard? Y	In Enterprise Zone? N
In High Water Table Area? N	In SDC Discount Area? N
In Nat. Res. Overlay District (NROD)? N	In Vert. House Dev. Zone? N
In 1996/FEMA 100 Yr Floodplain? N	
In FEMA Floodway? N	
In Sewer Moratorium Area? N	
In Thayer Rd Pond Fee Area? N	
In Beaver Creek Rd Access Plan Area? N	

Taxlot Values

Import Date: 08/31/2020
Land Value (Mkt): \$132,665
Building Value (Mkt): \$164,280
Total Value (Mkt): \$296,945
Assessed Value: \$168,762
Exempt Amount: \$0

Taxlot Planning Designations

Zoning: R-6
Comprehensive Plan: LR
Subdivision: (40) FALLS VIEW ADDITION
PUD (if known):
Partition Plat: N/A
Neighborhood Assn: RIVERCREST
Urban Renewal District: N/A
Concept Plan: N/A
Historic District: N/A
Historic Designated Structure? N/A

The City of Oregon City makes no representations, express or implied, as to the accuracy, completeness and timeliness of the information displayed. This map is not suitable for legal, engineering, surveying or navigation purposes. Notification of any errors is appreciated.

Report generated 9/3/2020 10:45 AM

City of Oregon City
PO Box 3040
625 Center St
Oregon City, OR 97045
(503) 657-0891
www.oregoncity.org





































NOTICE OF VIOLATION

OREGON CITY POLICE DEPARTMENT CODE ENFORCEMENT DIVISION

320 Warner Milne Rd.
Oregon City, OR 97045
Phone: (503) 496-1559 Fax: (503) 657-6629

INSPECTION REPORT

Date Posted: _____ Inspection Time: _____ AM PM
Owner/Occupant: BRADLEY & SUSAN ENRIGHT Mon Tue Wed Thurs Fri
Location: 122 TERRACE AVE. Rec'd By: _____

YOU ARE HEREBY NOTIFIED TO REMOVE THE FOLLOWING VIOLATION(S) FROM THE ABOVE DESCRIBED PROPERTY WITHIN 03 07 10 20 30 DAYS FROM RECEIPT OF THIS NOTICE, OR SHOW TO THE CODE ENFORCEMENT AGENCY OF THE CITY OF OREGON CITY THAT NO VIOLATION EXISTS.

_____ TALL GRASS; WEEDS; BRUSH	_____ GENERAL TREE MAINTENANCE
_____ SCATTERED RUBBISH; DEBRIS; JUNK	_____ ILLEGAL DUMPING
_____ INOPERABLE VEHICLE ON PRIVATE PROPERTY	_____ VEHICLE STORED ON STREET
_____ BRUSH PILES; BLACKBERRIES	_____ PARKING RESTRICTIONS
<u>1</u> _____ GARBAGE; SOLID WASTE	<u>2</u> _____ JURISDICTION OF RIGHT-OF-WAY
_____ PERMIT; LICENSE REQUIRED	_____
_____ ZONING VIOLATION	_____

ORDINANCE #: 8.20.160, 16.12.012

CORRECTIONS / COMMENTS: 1) REMOVE ALL SOLID WASTE FROM THE PROPERTY AND PUBLIC RIGHT OF WAY. 2) REMOVE ALL PERSONAL PROPERTY TO INCLUDE BUT NOT LIMITED TO PLANTERS, THE FENCE AND ALL OTHER PERSONAL PROPERTY FROM THE RIGHT OF WAY.

_____ COPY TO RESIDENT

THANK YOU!

EACH DAY A VIOLATION OCCURS MAY BE DEEMED A SEPARATE OFFENSE. A \$300.00 CIVIL PENALTY MAY BE ASSESSED FOR EACH OFFENSE. THE CITY OF OREGON CITY MAY CORRECT THE VIOLATION AND CHARGE THE COST OF REMOVAL AND OVERHEAD AGAINST THE ABOVE PROPERTY IF THERE IS FAILURE TO ABATE THE VIOLATION FOLLOWING ISSUANCE OF CIVIL CITATION.

THE CITY WANTS TO SAVE YOU ANY UNNECESSARY EXPENSE AND UNDUE LIABILITY AND THEREFORE URGES YOU TO RESOLVE ANY CODE VIOLATIONS AS QUICKLY AS POSSIBLE.

INVESTIGATOR: J. ROWE DATE MAILED: 9-28-20 TIME: 4:00 AM PM
PHONE: (503) 496-1559

WHEN YOU ARE READY FOR A RE-INSPECTION PLEASE CALL AT LEAST 24-HOURS IN ADVANCE.



**OREGON
CITY**
Oregon City Code Enforcement
320 Warner Milne Road
Oregon City, OR 97045

Bradley & Susan Enright
122 Terrace Ave
Oregon City, OR 97045



UNITED STATES POSTAGE
PITNEY BOWES
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0000026255 SEP 28 2020
MAILED FROM ZIP CODE 97045

Code Enforcement Division
320 Warner Milne Rd
Oregon City, OR 97045

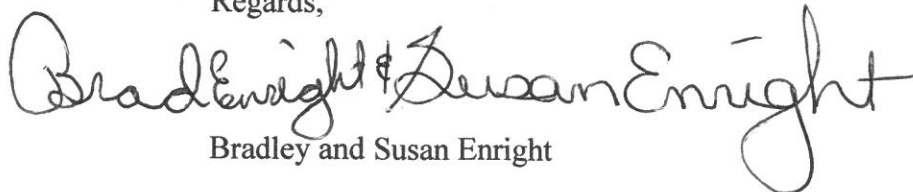
Bradley & Susan Enright
122 Terrace Ave
Oregon City, OR 97045
9-27-20

To Whom It May Concern,

In response to Inspection Report received in the mail 9/23/2020. Claim of our side yard being a Public Right of Way and us needing to remove our fence, planter boxes, and fire wood pile. Right of Way was not disclosed at time of purchasing our property and the side yard was the reason we bought the property. The side yard was constructed by John Weigel Sr., the father of John Weigel Jr., that we brought the property from when he built the home we reside in. John Weigel built this house along with the houses on tax lots 1501 and 1503 with home access from Terrace Ave. This Right of Way being claimed swallows the driveways of lots 1603, 1502, 1501, and 1503. Supposing for the purpose of making Terrace Ave 60' wide. However these four homes were built and plans approved as they stand with use of the Right of Way as driveways and storage. All four properties use the Right of Way as their only driveways, and only home access, there are hedges, driveways, flower beds, mail boxes, and in our case a side yard all included in this Right of Way. Precedence has already been established for all four properties to use the right of way daily. John Weigel used our side yard as storage of his personal property. We have chose to use it as a yard, with grass, a fence to protect our small dogs from people passing by along with neighborhood vehicle traffic, access to our garden shed and wood shed, three large flower boxes, and temporary storage of our fire wood until it can be cut up and placed into our wood shed for use to heat our home during the winter.

There is no way for our property or the other three to discontinue use of the Right of Way. We currently pay substantial property taxes to the County for this property. We don't see how Terrace Ave could ever be widened to 60'. That would leave no set back from the street, parking, or access to our homes. So we are respectfully asking for this matter to be dropped, or for a mutually agreed compromise to be reached between your agency and ourselves. I look forward to hearing back from your department with one of the two options I have laid out previously.

Regards,


Bradley and Susan Enright





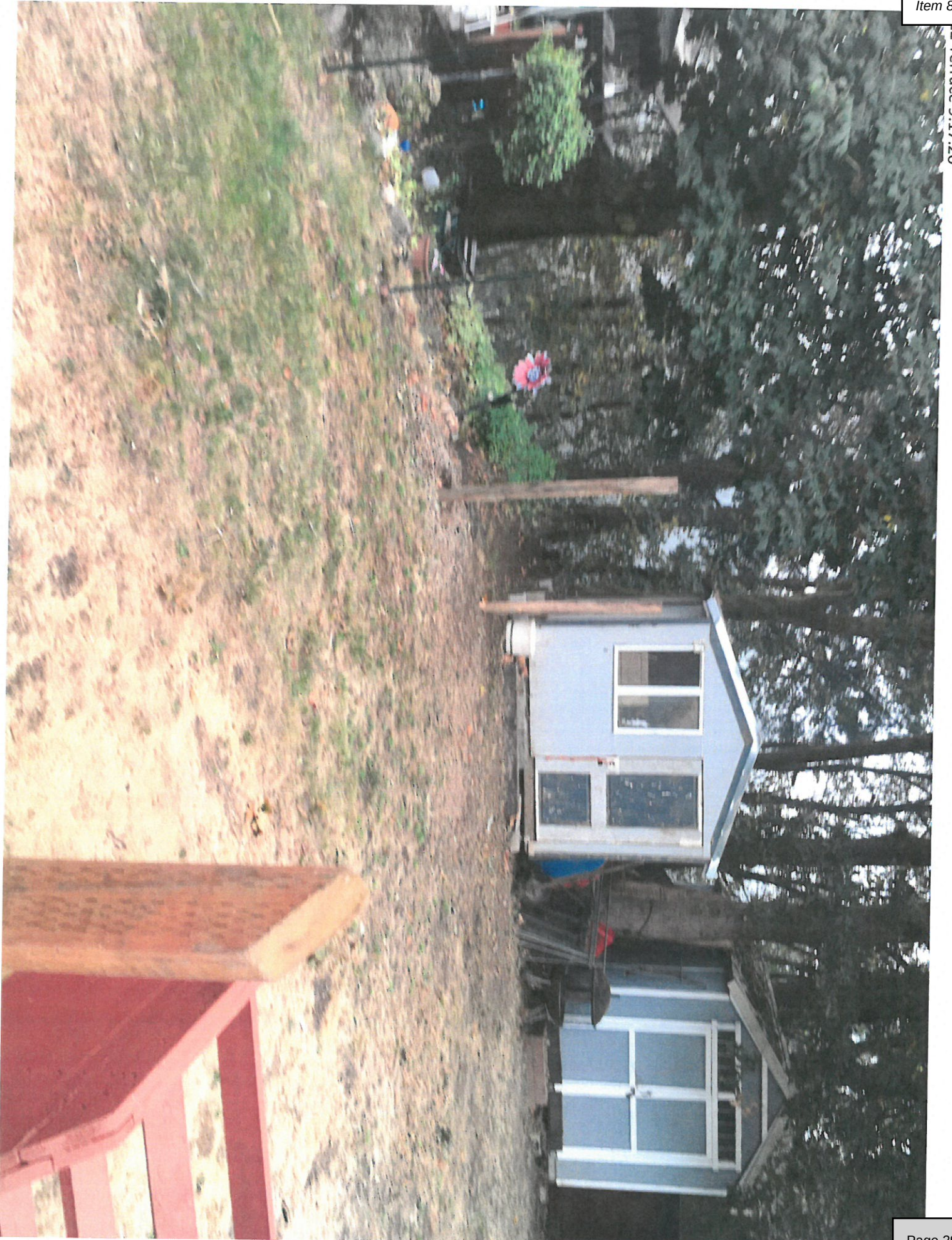














NOTICE OF VIOLATION

OREGON CITY POLICE DEPARTMENT CODE ENFORCEMENT DIVISION

320 Warner Milne Rd.
Oregon City, OR 97045
Phone: (503) 496-1559 Fax: (503) 657-6629

INSPECTION REPORT

Date Posted: _____ Inspection Time: _____ AM PM
Owner/Occupant: BRADLEY & SUSAN ENRIGHT Mon Tue Wed Thurs Fri
Location: 122 TERRACE AVE. Rec'd By: _____

YOU ARE HEREBY NOTIFIED TO REMOVE THE FOLLOWING VIOLATION(S) FROM THE ABOVE DESCRIBED PROPERTY WITHIN 03 07 10 20 30 DAYS FROM RECEIPT OF THIS NOTICE, OR SHOW TO THE CODE ENFORCEMENT AGENCY OF THE CITY OF OREGON CITY THAT NO VIOLATION EXISTS.

_____ TALL GRASS; WEEDS; BRUSH	_____ GENERAL TREE MAINTENANCE
_____ SCATTERED RUBBISH; DEBRIS; JUNK	_____ ILLEGAL DUMPING
_____ INOPERABLE VEHICLE ON PRIVATE PROPERTY	_____ VEHICLE STORED ON STREET
_____ BRUSH PILES; BLACKBERRIES	_____ PARKING RESTRICTIONS
<u>1)</u> GARBAGE; SOLID WASTE	<u>2)</u> JURISDICTION OF RIGHT OF WAY
_____ PERMIT; LICENSE REQUIRED	_____
_____ ZONING VIOLATION	_____

ORDINANCE #: 8-20-160, 16-12-012

CORRECTIONS / COMMENTS: 1) REMOVE ALL SOLID WASTE FROM THE PROPERTY AND PUBLIC RIGHT OF WAY. 2) REMOVE FENCE POSTS FROM THE RIGHT OF WAY. STORAGE OF PERSONAL PROPERTY IN THE RIGHT OF WAY IS PROHIBITED.

THANK YOU!

_____ COPY TO RESIDENT

EACH DAY A VIOLATION OCCURS MAY BE DEEMED A SEPARATE OFFENSE. A \$300.00 CIVIL PENALTY MAY BE ASSESSED FOR EACH OFFENSE. THE CITY OF OREGON CITY MAY CORRECT THE VIOLATION AND CHARGE THE COST OF REMOVAL AND OVERHEAD AGAINST THE ABOVE PROPERTY IF THERE IS FAILURE TO ABATE THE VIOLATION FOLLOWING ISSUANCE OF CIVIL CITATION.

THE CITY WANTS TO SAVE YOU ANY UNNECESSARY EXPENSE AND UNDUE LIABILITY AND THEREFORE URGES YOU TO RESOLVE ANY CODE VIOLATIONS AS QUICKLY AS POSSIBLE.

INVESTIGATOR: J. ROWE DATE MAILED: 9-18-20 TIME: 1:15 AM PM
PHONE: (503) 496-1559

WHEN YOU ARE READY FOR A RE-INSPECTION PLEASE CALL AT LEAST 24-HOURS IN ADVANCE.



Bradley & Susan Enright
122 Terrace Ave
Oregon City, OR 97045



















9/3/2020

Bradley & Susan Enright
122 Terrace Ave
Oregon City, OR 97045

This letter is regarding the property located at 122 Terrace Ave, Oregon City, Oregon. A complaint has been filed with the Oregon City Code Enforcement Division regarding code violations at this address.

It is the City's policy to provide you with the opportunity to correct any violations before we pursue formal enforcement action. Please carefully note the following information:

- 1) Remove all solid waste from the property and public right of way to include but not limited to, scrap wood and solid waste stored between the accessory structures. (OCMC 8.20.160)
- 2) For information, storage of personal property in the right of way is prohibited. (OCMC 16.12.012)

This property will be evaluated for your voluntary compliance in 14 days. Please contact the Code Enforcement Division if you have any questions regarding this letter.

Thank you for your cooperation,

Code Enforcement Division
City of Oregon City
503-496-1559

Item 8h.



**OREGON
CITY**
Code Enforcement
320 Warner Milne Road
Oregon City, OR 97045

Bradley & Susan Enright
122 Terrace Ave
Oregon City, OR 97045



UNITED STATES POSTAGE
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MAILED FROM ZIP CODE 07045



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/02/2020

SUBJECT:

Public Improvement Contract with Taurus Power and Controls, Inc. for the Hunter Avenue Booster Pump Station Electrical and Control Upgrades (CI 20-012)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Public Improvement Contract with Taurus Power and Controls, Inc. in the amount of \$114,878.00 for construction of the Hunter Avenue Booster Pump Station Electrical and Control Upgrades (CI 20-012).

EXECUTIVE SUMMARY:

The Hunter Avenue Booster Pump Station Electrical and Control Upgrades project consists of the replacement of the existing telemetry control panel with a new control panel, replacement of the existing pump soft-starters with variable frequency drives (VFD's), and replacement of the existing feeder circuits to the VFD's.

BACKGROUND:

The Hunter Avenue Booster Pump Station Electrical and Control Upgrades project consists of the replacement of the existing telemetry control panel with a new control panel, replacement of the existing pump soft-starters with variable frequency drives (VFD's), and replacement of the existing feeder circuits to the VFD's.

On October 9 and 12, 2020, the project was advertised in the *Daily Journal of Commerce* and the City bid site in accordance with City and State contracting procedures. The bid opening was held on October 29, 2020 and four (4) bids were received. Staff and RH2 Engineering, Inc. reviewed the bids and determined that Taurus Power and Controls Inc. was the low responsive bidder. The contract award value is one hundred, fourteen thousand, eight hundred and seventy-eight dollars (\$114,878.00).

The list below includes the bidders and bid amounts received for this project:

Taurus Power and Control, Inc.	\$114,878.00
Five Star Electric, Inc.	\$133,999.00
Northeast Electric, LLC.	\$137,100.00
Frahler Electric Co.	\$158,890.00
Engineer's Estimate	\$146,375.00

The bidding was close, with the top three bidders being within 7% of the engineer's estimate, and the apparent low bidder was 21.5% lower than the engineer's estimate.

The bid was reviewed by City staff and RH2 Engineering, Inc. and determined to be responsive and responsible.

OPTIONS:

1. Authorize the City Manager to execute the Contract.
2. Authorize the City Manager to execute the Contract with specific modifications.
3. Deny the Contract. If the Commission chooses to deny the Contract, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$114,878.00
FY(s): 20/21
Funding Source(s): Pump Station Maintenance

SECTION IIIA

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **TAURUS POWER AND CONTROLS, INC.** (“CONTRACTOR”).

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **HUNTER AVENUE BOOSTER PUMP STATION ELECTRICAL AND CONTROL UPGRADES (CI 20-012)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated July 1, 2020 Prevailing Wage Apprenticeship Rates dated February 1, 2020 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2018 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addendum 1 – 10/19/2020 Addendum 2 – 10/22/2020 All items included within these Contract Documents.
--	---

The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be complete within **120** days from the Beginning of Contract Time as identified in 00180.50(b) of the Special Provisions, more specifically established as _____.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **one hundred fourteen thousand, eight hundred seventy-eight and no/100 dollars (\$114,878.00)**.

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY**TAURUS POWER AND CONTROLS, INC.**

 Printed Name

 by:

 Anthony J. Konkol III
 City Manager

 by:

 Authorized signature

 Title

 by:

 John M. Lewis, P.E.
 Public Works Director

358640-8
 Federal Taxpayer ID Number

Approved as to Legal Sufficiency:

Address:

 by:

 City Attorney

9999 SW Avery St.
Tualatin, OR 97062
503-692-9004

City Commission Award Date:



CITY OF OREGON CITY

HUNTER AVE BOOSTER PUMP STATION

ELECTRICAL AND CONTROL UPGRADES

FALL 2020

CONTACT PERSONNEL

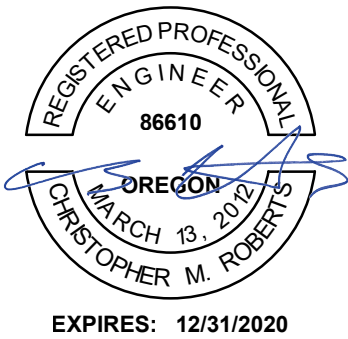
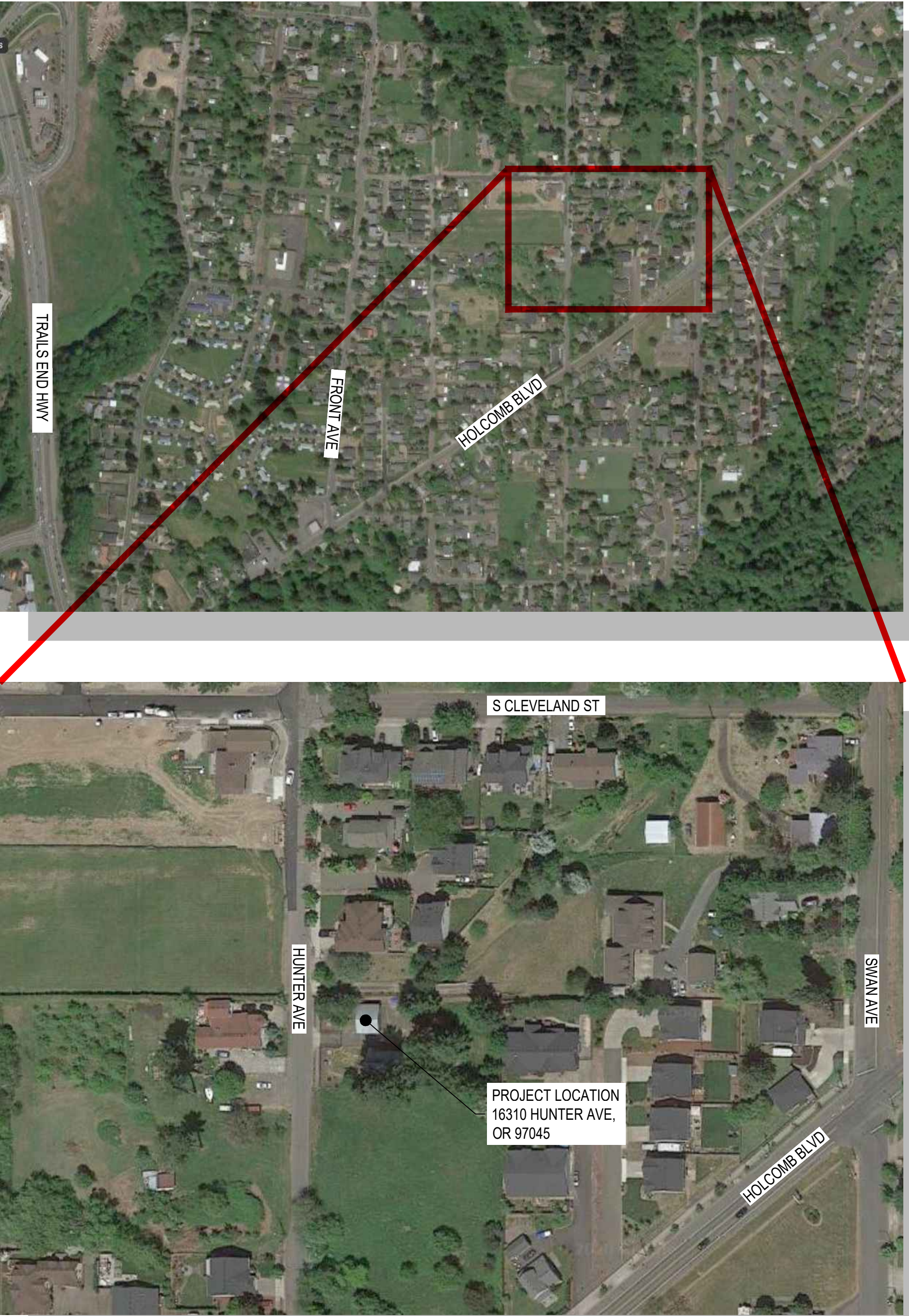
AGENCY	CONTACT	PHONE
CITY OF OREGON CITY	KEVIN HANKS	503-657-8241
CITY OF OREGON CITY	VANCE WALKER	503-657-8241
RH2 ENGINEERING	CHRIS ROBERTS, P.E.	425-951-5358
RH2 ENGINEERING	KESANG SHERPA	503-446-4431

CALL 48 HOURS BEFORE YOU DIG
ONE CALL 1-800-332-2344

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER AT 503-232-1978.

Drawing List

Sheet Number	Description	Dwg No.
-	COVER	COV
1	ELECTRICAL LEGEND	E01
2	ELECTRICAL PLAN	E02
3	VFD PANEL LAYOUTS	E03
4	CONTROL LOGIC DIAGRAM	E04
5	RTU PANEL LAYOUT	E05
6	RTU - POWER AND COMMUNICATIONS DIAGRAM	E06
7	RTU - PLC INPUT AND OUTPUT WIRING 1	E07
8	RTU - PLC INPUT AND OUTPUT WIRING 2	E08
9	RTU - PLC INPUT AND OUTPUT WIRING 3	E09
10	RTU - PLC INPUT AND OUTPUT WIRING 4	E10



PROJECT LOCATION MAP
NOT TO SCALE




**RH2 ENGINEERING
Portland**

5335 Meadows Road, Suite 420
Lake Oswego, OR 97035
1.800.720.8052 / rh2.com

October 30, 2020

Mr. Kevin Hanks
Water Operations Manager
City of Oregon City
122 S. Center St.
Oregon City, OR 97045

Sent via: Email

Subject: Recommendation of Bid Award

Hunter Avenue Booster Pump Station Electrical and Control Upgrades

Dear Mr. Hanks:

The bids for the Hunter Avenue Booster Pump Station Electrical and Control Upgrades project were opened at the City Commission Chambers on October 29, 2020, at 2:00 p.m. Of the four bids received, Taurus Power and Controls, Inc. (Taurus) submitted the lowest bid.

The bid subtotal amounts are as follows, and a complete bid tabulation is enclosed for your records.

Taurus Power and Controls, Inc.	\$114,878.00
Five Star Electric, Inc.	\$133,999.00
Northeast Electric, LLC	\$137,100.00
Frahler Electric Co.	\$158,890.00
Engineer's Estimate	\$146,375.00

RH2 Engineering, Inc., (RH2) has reviewed the bid proposal from Taurus and confirmed that the documentation submitted by Taurus is responsive and in accordance with the bid specifications. RH2 has approximately 11 years of experience working on projects with Taurus and currently has one ongoing project with them, for the City of Lynnwood in Washington State.

**WASHINGTON
LOCATIONS**

Bellingham
Bothell (Corporate)
East Wenatchee
Issaquah
Richland
Tacoma

**OREGON
LOCATIONS**

Medford
Portland



RH2 has had positive experiences working with Taurus on past projects. Based on this review, RH2 recommends that Taurus be awarded the contract for this project.

If you have any questions regarding this recommendation, please call me at (425) 951-5358 or via email at croberts@rh2.com.

Sincerely,

A handwritten signature in blue ink, appearing to be 'CR' followed by a stylized 'AS'.

Chris Roberts, PE

Principal Electrical Engineer

CR

Enclosures: Bid Tabulation

City of Oregon City
Hunter Avenue Booster Pump Station Electrical and Control Upgrades
Bid Tabulation
Date: 10/29/20 2:00 PM

Bid Analysis	Apparent Low	Other Bidders
--------------	--------------	---------------

Item	Description	Units	Quantity
1	Mobilization, Demobilization, Site Preparation, and Cleanup	LS	1
2	Electrical	LS	1
3	Automatic Control	LS	1
TOTAL (ITEMS 1 TO 3)			

Engineers Estimate	
Unit Price	Extended
\$ 14,000.00	\$ 14,000.00
\$ 37,750.00	\$ 37,750.00
\$ 94,625.00	\$ 94,625.00
	\$ 146,375.00

Average	
Unit Price	Extended
\$ 3,587.50	\$ 3,587.50
\$ 55,984.00	\$ 55,984.00
\$ 76,645.25	\$ 76,645.25
	\$ 136,216.75

Average to Engineer Comparison		
Δ Unit Price	Δ Extended	Percent Over(Under)
\$ (10,412.50)	\$ (10,412.50)	-74%
\$ 18,234.00	\$ 18,234.00	48%
\$ (17,979.75)	\$ (17,979.75)	-19%
		-7%

Low to Engineer Comparison		
Δ Unit Price	Δ Extended	Percent Over(Under)
\$ (3,337.50)	\$ (3,337.50)	-93%
\$ (19,770.00)	\$ (19,770.00)	-52%
\$ 2,023.00	\$ 2,023.00	2%
		-22%

Low to Average Comparison		
Δ Unit Price	Δ Extended	Percent Over(Under)
\$ (3,337.50)	\$ (3,337.50)	-93%
\$ (38,004.00)	\$ (38,004.00)	-68%
\$ 20,002.75	\$ 20,002.75	26%
		-16%

Taurus Power and Controls, Inc.	
Unit Price	Extended
\$ 250.00	\$ 250.00
\$ 17,980.00	\$ 17,980.00
\$ 96,648.00	\$ 96,648.00
-21.5%	\$ 114,878.00

Five Star Electric, Inc.	
Unit Price	Extended
\$ 600.00	\$ 600.00
\$ 79,747.00	\$ 79,747.00
\$ 53,652.00	\$ 53,652.00
-8.5%	\$ 133,999.00

Northeast Electric, LLC	
Unit Price	Extended
\$ 10,000.00	\$ 10,000.00
\$ 30,000.00	\$ 30,000.00
\$ 97,100.00	\$ 97,100.00
-6.3%	\$ 137,100.00

Frahler Electric Co.	
Unit Price	Extended
\$ 3,500.00	\$ 3,500.00
\$ 96,209.00	\$ 96,209.00
\$ 59,181.00	\$ 59,181.00
8.5%	\$ 158,890.00



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Public Works Director John M. Lewis, PE

Agenda Date: 12/02/2020

SUBJECT:

Public Works Street Division Replacement Vehicle

STAFF RECOMMENDATION:

Staff recommends the City Commission authorize the purchase of a 2021 Peterson CAT CB36B Roller to replace the 2001 Ingersoll Rand DD30 Roller.

EXECUTIVE SUMMARY:

The Public Works Fleet Division is utilizing its Fleet Replacement Fund for the purchase of a 2021 Peterson CAT CB36B Roller. This will be replacing roller #485, which is a 2001 Ingersoll Rand DD30 Roller. Due to the age of the roller, it is up for replacement.

BACKGROUND:

Oregon City Fleet purchases are managed through our Fleet Replacement Fund. Every year, each Public Works Division budgets a predetermined amount for deposit into the Fleet Replacement Account to ensure adequate funding is available when new or replacement vehicles are scheduled for purchase.

The purchase price of this roller is \$65,693.68 and was a previously authorized expenditure within the FY 2020-21 biennial budget. The roller will be predominantly used by the Street Division and will assist with in-house paving projects.

Public Works will be contracting with Peterson CAT, under the Sourcwell Purchasing Agreement #2371, for the purchase of the 2021 Peterson CAT CB36B Roller. Attached is the sales quote, a brochure of the roller, and the Sourcwell Documentation.

There is adequate funding within the Fleet Replacement Fund to allow the Public Works Operations Division to support and fund this new asset.

OPTIONS:

1. Authorize the City Manager to execute the Contract.
2. Authorize the City Manager to execute the Contract with specific modifications.
3. Deny the Contract. If the Commission chooses to deny the Contract, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$65,693.68

FY(s): 2020-21

Funding Source(s): Fleet Replacement Fund 320-526-7052

PETERSON**CAT**

November 9, 2020

RE: Quote 185164-02

CITY OF OREGON CITY
 PO BOX 3040
 122 SOUTH CENTER STREET
 OREGON CITY Oregon 97045
 Attention: WES WILSON

459

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: CB36B Paving and Compaction

MACHINE SPECIFICATIONS

CB36B UT COMP DCA2	522-1092	\$83,550.00
LANE 1 - AVAILABLE FROM BALTIMORE PDC		\$0.0
INCLUDES:		\$0.00
488-8303 CB36B UTILITY COMPACTOR	488-8303	\$0.00
367-6580 ENGINE, TIER 4F, STAGE 4	367-6580	\$0.00
456-2576 PROPEL, STANDARD	456-2576	\$0.00
367-6636 OIL, HYDR, FACTORY FILLED	367-6636	\$0.00
432-6053 LIGHTING PACKAGE, STANDARD	432-6053	\$0.00
364-2277 SEAT, WITH SAFETY SWITCH	364-2277	\$0.00
376-7962 BELT, SEAT, 51MM SUSPENSION	376-7962	\$0.00
364-2279 SUPPORT, SLIDING FOR SEAT	364-2279	\$0.00
488-8302 ROPS, FOLDABLE	488-8302	\$0.00
364-2297 SWITCH, BATTERY DISCONNECT	364-2297	\$0.00
432-8451 TRAVEL CONTROL, COVER GP	432-8451	\$0.00
510-9244 PRODUCT LINK INSTALLATION	510-9244	\$0.00
510-9322 PRODUCT LINK, PL241	510-9322	\$0.00
364-2281 INSTRUCTIONS, NORTH AMERICA	364-2281	\$0.00
367-6593 PUMP, PROPEL, STANDARD	367-6593	\$0.00
CONTROL, TRACTION KIT	444-5550	\$1,785.00

SELL PRICE	\$85,335.00
SOURCEWELL MEMBER DISCOUNT AT 19% OF CAT CONTENT	(\$16,213.65)
ADDITIONAL DEALER DISCOUNT	(\$3,800.00)
NET BALANCE DUE	\$65,321.35
SALES TAX (0.57%)	\$372.33
TOTAL SOURCEWELL CONTRACT AFTER TAX BALANCE	\$65,693.68

WARRANTY

Standard Warranty: 12 Month, Unlimited Hours Standard Warranty

ADDITIONAL CONSIDERATIONS

- Sold as per Sourcewell Contract# 032119-CAT

Accepted by _____ on _____

Signature

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,
Joe Lindberg
Machine Sales Representative
Peterson CAT
(503) 880-6648
JALindberg@petersoncat.com



Cat[®]

Item 8j.

CB34B, CB36B, CC34B

UTILITY COMPACTORS

FEATURES:

■ Simple Operation

- Easy access due to logically placed handles and lower platform height
- Sliding seat and spacious platform provide comfort and control
- Dual propel lever option enhances control from either side
- Intuitive, multi-function control panel with vandal protection enables good performance
- Easy viewing LCD display and vibrant LED lights on the control panel simplify operation for both day and night operation
- Easy folding ROPS and canopy, can be lowered without tools

■ Efficient Compaction Performance

- Excellent drum-edge visibility due to longitudinal engine mount and narrow frame design; improves control for better coverage and compaction results
- High amplitude and two frequency selections deliver excellent compaction results and lower sound levels
- 50 mm (2") drum offset capability enhances control near curbs and other obstacles while offering more coverage
- Ballast options increase flexibility and compaction performance
- Extended 3 year/3,000 hour vibratory drum maintenance interval minimizes lifetime operating costs
- CC34B is equipped with pneumatic tires that provide a kneading action for a tight mat finish

■ Best-in-Class Water Spray System

- 308 L (81 gal) water tank can last up to 10 hours without refilling
 - * Note: CC34B water tank capacity is 241 L (64 gal)
- Variable spray modes optimize water usage
- Triple filtration delivers reliable performance and simplifies service
- Self-adjusting, spring-loaded scrapers keep the drum clean, distribute water, and lower water consumption
- Anti-freeze option provides protection in cool weather
- Single drain port simplifies service requirements

■ Optimized Power

- Powerful Cat[®] C2.2 engine
- Eco-mode and electronic engine control reduces fuel consumption
- Traction control option, pin-on design offers quick installation
- Fast travel speed of 13.5 kph (8 mph) for good mobility

■ Designed for Rental

- Easy operation with intuitive controls
- Extensive legroom to suit a variety of operators
- Durable components maximize uptime and lower lifetime operating costs
- Fuel efficient engine
- Low sound levels for nighttime operation
- Product Link[™] ready for simple remote monitoring

- 1 Intuitive Console with LCD Display
- 2 Narrow Frame Design Enhances Visibility
- 3 Eco-mode
- 4 Roomy Operating Environment
- 5 Dual Propel Lever (Option)
- 6 Ballast Addition (Option)
- 7 50 mm (2") Drum Offset
- 8 Reliable Water Spray System
- 9 Foldable ROPS and Canopy (Options)

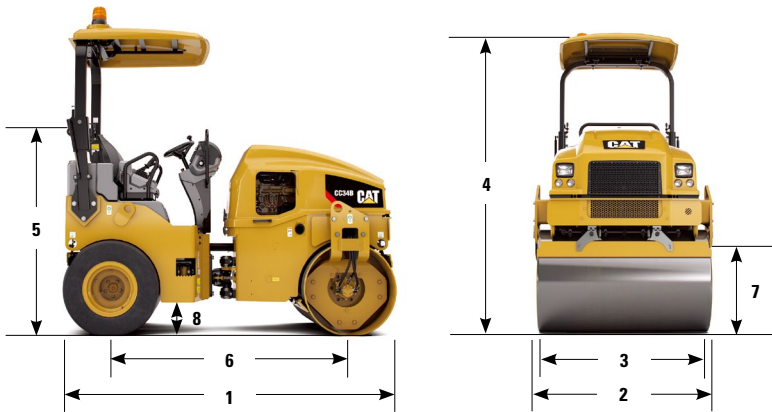


Specifications

		CB34B	CB34B w/Ballast	CB36B	CB36B w/Ballast	CC34B
Cat C2.2 Engine - kW (hp)			36.4 (48.8)* / 36.6 (49.1)**			
Operating Weight - kg (lb)		3700 (8,157)	4099 (9,036)	3803 (8,385)	4400 (9,700)	3378 (7,446)
Maximum Weight - kg (lb)		3913 (8,626)	4313 (9,508)	4017 (8,856)	4590 (10,119)	3,592 (7,918)
Static Linear Load - kg/cm (pli)		13.2 (80)	14.6 (88)	13.6 (76)	15.7 (95)	12.0 (73)
Amplitude - mm (in)			0.50 (0.020)			
Frequency - Hz (vpm)			55/48 (3,300/2,880)			
Centrifugal Force - kN (lbF)	High	33.9 (7,621)	33.9 (7,621)	35.9 (8,071)	35.9 (8,071)	33.9 (7,621)
	Low	25.9 (5,823)	25.9 (5,823)	27.4 (6,160)	27.4 (6,160)	25.9 (5,823)

* Meets U.S. EPA Tier 4 Final emissions

** Meets emissions equivalent to U.S. EPA Tier 4 Interim and EU Stage IIIA standards; Note: EU Stage IIIB emissions standards do not apply to this power ratings class



OPTIONAL EQUIPMENT

- Antifreeze ready, (water spray)
- Ballast
- Battery disconnect switch
- Bio-hydraulic oil
- Canopy, fixed
- Canopy, folding
- Cup holders
- Dual propel levers
- LED Lights
- Non-suspension seat
- Product Link
- ROPS, fixed
- ROPS, foldable
- Suspension seat w/safety switch
- Sliding seat
- Traction control (not available on CC34B)

Dimensions

	CB34B	CB36B	CC34B
1 Overall length - mm (in)	2859 (113)	2859 (113)	2859 (113)
2 Overall width - mm (in)	1400 (55)	1500 (59)	1400 (55)
3 Drum width - mm (in)	1300 (51)	1400 (55)	1300 (51)
Drum offset - mm (in)	50 (2)	50 (2)	50 (2)
Drum shell thickness - mm (in)	16 (0.6)	16 (0.6)	16 (0.6)
Drum diameter - mm (in)	800 (32)	800 (32)	800 (32)
4 Height at ROPS/FOPS wo/canopy - mm (in)	2660 (105)	2660 (105)	2660 (105)
Height at ROPS/FOPS w/canopy - mm (in)	2765 (109)	2765 (109)	2765 (109)
5 Transport Height (w/foldable ROPS) - mm (in)	1930 (76)	1930 (76)	1930 (76)
6 Wheelbase - mm (in)	2050 mm (81)	2050 mm (81)	2050 mm (81)
7 Curb clearance - mm (in)	520 mm (20)	520 mm (20)	520 mm (20)
8 Ground clearance - mm (in)	284 mm (11)	284 mm (11)	284 mm (11)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

QEHQ1700-06 (10/15)

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment.

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to help you every step of the way.
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Sourcewell 

sourcewell-mn.gov

service@sourcewell-mn.gov

877-585-9706

City of Oregon City

Account # 2371


Dr. Chad Coauette, PhD, Executive Director/CEO



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 12/02/2020

SUBJECT:

OLCC: Liquor License Application – Off-Premises, Applying as an LLC, Ingrid's Scandinavian Food LLC, 209 7th Street

STAFF RECOMMENDATION:

Staff recommends the City Commission approve OLCC Application for Ingrid's Scandinavian Food LLC, 209 7th Street, Oregon City.

EXECUTIVE SUMMARY:

The attached application is for an OLCC Off-Premises license for Ingrid's Scandinavian Food.

BACKGROUND:

The Oregon City Police Department had previously conducted background checks on Catherine Cleaver and Ingrid LeGore. They are eligible to hold a liquor license. This is just a temporary 90-day additional off-premise to their already existing on-premise liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Ingrid's Scandinavian Food LLC
2. Request more information before approving



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

Item 8k.

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be time). Application is being made for:

License Applied For:	CITY AND COUNTY
☐ Brewery 1st Location	Date application received and/or date stamp:
☐ Brewery 2nd Location	Name of City or County:
☐ Brewery 3rd Location	Recommends this license be:
☐ Brewery-Public House 1st Location	☐ Granted ☐ Denied
☐ Brewery-Public House 2nd Location	By: _____
☐ Brewery-Public House 3rd Location	Date: _____
☐ Distillery	OLCC USE ONLY
☒ Full On-Premises, Commercial	Date application received: 4/29/20
☐ Full On-Premises, Caterer	By: SR
☐ Full On-Premises, Passenger Carrier	License Action(s):
☐ Full On-Premises, Other Public Location	A/PRIV
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege 1st Location	
☐ Grower Sales Privilege 2nd Location	
☐ Grower Sales Privilege 3rd Location	
☐ Limited On-Premises	
☒ Off-Premises	
☐ Off-Premises with Fuel Pumps	
☐ Warehouse	
☐ Wholesale Malt Beverage & Wine	
☐ Winery 1st Location	
☐ Winery 2nd Location	
☐ Winery 3rd Location	
☐ Winery 4th Location	
☐ Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Ingrid's Scandinavian Food, LLC

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See)

Ingrid's Scandinavian Food

4. Business Address (Number and Street Address of the Location that will have the liquor license)

209 7th Street

City

Oregon City

County

Oregon

Zip Code

97045



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 12/02/2020

SUBJECT:

OLCC: Liquor License Application – Off-Premises, Applying as an LLC, Garcia Co. LLC (dba Bistro Cubano), 709 Main Street

STAFF RECOMMENDATION:

Staff recommends the City Commission approve OLCC Application for Garcia Co., LLC (dba Bistro Cubano), 709 Main Street, Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Off-Premises license for Garcia Co., LLC (dba Bistro Cubano).

BACKGROUND:

The Oregon City Police Department had previously conducted background checks on Wagner Garcia and Alberto Garcia. They are eligible to hold a liquor license. This is just a temporary 90-day additional off-premise to their already existing on-premise liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Garcia Co. LLC (Bistro Cubano)
2. Request more information before approving



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1st OLCC
Approved
9-4-19

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1st Location	Date application received and/or date stamp:
☐ Brewery 2nd Location	
☐ Brewery 3rd Location	
☐ Brewery-Public House 1st Location	Name of City or County:
☐ Brewery-Public House 2nd Location	
☐ Brewery-Public House 3rd Location	Recommends this license be:
☐ Distillery	☐ Granted ☐ Denied
☐ Full On-Premises, Commercial	By: _____
☐ Full On-Premises, Caterer	Date: _____
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege 1st Location	
☐ Grower Sales Privilege 2nd Location	
☐ Grower Sales Privilege 3rd Location	
☐ Limited On-Premises	
☒ Off-Premises	OLCC USE ONLY
☐ Off-Premises with Fuel Pumps	Date application received:
☐ Warehouse	4-17-20
☐ Wholesale Malt Beverage & Wine	By: ECH
☐ Winery 1st Location	License Action(s):
☐ Winery 2nd Location	A/PRIV
☐ Winery 3rd Location	
☐ Winery 4th Location	
☐ Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Garcia Co. LLC
 (Applicant #1) _____ (Applicant #2) _____
 _____ (Applicant #3) _____ (Applicant #4) _____

3. Trade Name of the Business (Name Customers Will See)

Bistro Cubano

4. Business Address (Number and Street Address of the Location that will have the liquor license)

709 Main Street

City

Oregon City

County

Clackamas

Zip Code

97136



CITY OF OREGON CITY

Staff Report

625 Center Street
Oregon City, OR 97045
503-657-0891

To: City Commission
From: Chief of Police Jim Band

Agenda Date: 12/02/2020

SUBJECT:

OLCC: Liquor License Application – Commercial Full On-Premises and Off-Premises, applying as an LLC, Oregon City Grill LLC, 515 Main Street, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve OLCC Application for Oregon City Grill LLC, 515 Main Street, Oregon City.

EXECUTIVE SUMMARY:

The attached application is for an OLCC Limited On-Premises license for Oregon City Grill LLC.

BACKGROUND:

The Oregon City Police Department ran background checks on Alin Gruia and Lyndi Smith, and they are eligible to hold a liquor license. All applicants must obtain an Oregon City business license before submitting their application for an OLCC liquor license. The Oregon City business license application process includes routing of the application for review through various City departments.

OPTIONS:

1. Approve the OLCC Application for Oregon City Grill
2. Request more information before approving



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1st Location	Date application received and/or date stamp:
☐ Brewery 2nd Location	Name of City or County:
☐ Brewery 3rd Location	Recommends this license be:
☐ Brewery-Public House 1st Location	☐ Granted ☐ Denied
☐ Brewery-Public House 2nd Location	By: _____
☐ Brewery-Public House 3rd Location	Date: _____
☐ Distillery	
☒ Full On-Premises, Commercial	
☐ Full On-Premises, Caterer	
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege 1st Location	
☐ Grower Sales Privilege 2nd Location	
☐ Grower Sales Privilege 3rd Location	
☐ Limited On-Premises	
☒ Off-Premises	
☐ Off-Premises with Fuel Pumps	
☐ Warehouse	
☐ Wholesale Malt Beverage & Wine	
☐ Winery 1st Location	
☐ Winery 2nd Location	
☐ Winery 3rd Location	
☐ Winery 4th Location	
☐ Winery 5th Location	

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

Oregon City grill llc

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)

3. Trade Name of the Business (Name Customers Will See)		
Oregon City grill		
4. Business Address (Number and Street Address of the Location that will have the liquor license)		
515 Main Street		
City	County	Zip Code
Oregon city	clackamas	97045



City of Oregon City

625 Center Street
Oregon City, OR 97045
503-657-0891

Meeting Minutes - Draft

City Commission

Wednesday, September 2, 2020

7:00 PM

Commission Chambers

1. Convene Regular Meeting and Roll Call

Mayor Holladay called the meeting to order at 7:02 PM.

Present: 5 - Mayor Dan Holladay, Commissioner Rocky Smith Jr., Commissioner Rachel Lyles Smith, and Commissioner Denyse McGriff

Absent: 1 - Commissioner Frank O'Donnell

Staffers: 12- City Manager Tony Konkol, City Attorney William Kabeiseman, Police Chief James Band, Community Development Director Laura Terway, Senior Planner Christina Robertson-Gardiner, City Recorder Kattie Riggs, Assistant City Recorder Charlie Killian, Assistant to the City Manager Lisa Oreskovich, Economic Development Manager James Graham, Finance Director Wyatt Parno, Library Director Greg Williams, Human Resources Director Patrick Foiles, Public Works Director John Lewis,

2. Flag Salute

3. Ceremonies, Proclamations

3a. Downtown Oregon City Association's Biannual Update

Liz Hannum, Executive Director of the Downtown Oregon City Association, discussed the Memorandum of Understanding requirements that had been completed by June 30, 2020 and the challenges and opportunities for the coming year.

There was discussion regarding private lots for the parking program and amending the agreement based on the fact they could not meet the deliverables due to Covid.

There was consensus that the Commission would not hold DOCA responsible for those deliverables at this time due to Covid.

4. Citizen Comments

Heidi Blackwell, resident of Oregon City, discussed a County Commission meeting where racism was discussed. Oregon City was not portrayed as a place where people of color felt comfortable. She thought the resolution that was passed by the Commission was a good first step and she listed ideas of what the next steps could be.

Heidi Chang, resident of Oregon City, was a decorated combat vet and a mother. She was questioning setting down roots in Oregon City after learning about actions taken by the Mayor. She gave examples of how she thought he had degraded women. It was the duty of the Mayor to set the example of how to treat fellow humankind.

Dara Kramer, resident of Oregon City, spoke about the recall effort and the many people who were volunteering due to the Mayor's treatment of women, citizens, and fellow Commissioners, his stance on racial injustice, and actions that had led to lawsuits and investigations. Other elected officials and former mayors had already signed the petition. She listed ways citizens could sign.

Sarah Head, resident of Oregon City, said Oregon City was recently identified as a place that was especially uninviting to people of color. She gave examples of racism she had seen in the City and stated silence was not an option. She asked the City to reach out to experts and resources that could help with this issue.

5. Adoption of the Agenda

The agenda was adopted as presented.

6. Public Hearings

7. General Business

8. Consent Agenda

A motion was made by Commissioner McGriff, seconded by Commissioner Smith, to approve the consent items 8a – 8d and 8f – 8h. The motion carried by the following vote:

Aye: 4 - Mayor Dan Holladay, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

8a. Selection of On-call Consultants for Geotechnical Engineering Services

8b. Award of Public Improvement Contract for the Barclay Hills Rectangular Rapid Flashing Beacon (RRFB) Project (CI 20-002)

8c. Amendment No. 1 to Personal Services Agreement with RH2 Engineering for the Hunter Avenue Booster Pump Station Electrical and Control Upgrades (PS 20-007)

8d. Minutes of the June 3, 2020 Work Session

8e. Minutes of the June 3, 2020 Regular Meeting

Commissioner Smith asked about the portion of the June 3 meeting that was not recorded. The Mayor had ended the meeting, but the Commission had reopened it. He would like what had been discussed after the meeting was reopened to be included in the minutes.

Ms. Riggs said the end of the conversation was included in the recording on the City's website, but it did not have the discussion about reopening the meeting and the beginning statement that Commissioner Smith made. Typically the minutes were about what City business took place, not necessarily what happened outside of City business.

Bill Kabeiseman, City Attorney, discussed what was required to be included in the minutes. They could include a notation about what occurred at the end of the meeting. There was discussion regarding the additional wording to clarify what happened.

A motion was made by Commissioner Smith, seconded by Commissioner McGriff, to approve the June 3, 2020 minutes as amended. The motion carried by the following vote:

Aye: 4 - Mayor Dan Holladay, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith Jr. and Commissioner Denyse McGriff

- 8f. Minutes of the June 7, 2020 Special Emergency Meeting**
- 8g. Minutes of the June 9, 2020 Special Emergency Meeting**
- 8h. Minutes of the June 9, 2020 Work Session**

9. Communications

a. City Manager

There was no City Manager report.

b. Commission

Commissioner McGriff was on a diversity, equity, and inclusion subcommittee for the Willamette Falls and Landings Heritage Area Coalition. She was also serving on subcommittees for the League of Oregon Cities.

Commissioner Smith attended the groundbreaking for Latourette park.

c. Mayor

There was no Mayor communications.

10. Adjournment

Mayor Holladay adjourned the meeting at 7:42 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED MINUTES

Commission Chambers, 625 Center Street, Oregon City
Wednesday, September 16, 2020 at 7:00 PM

EXECUTIVE SESSION: To immediately follow the regular meeting of the City Commission held in the Commission Chambers at City Hall.

- i. PURSUANT TO ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

REGULAR MEETING OF THE CITY COMMISSION

The public is strongly encouraged to relay concerns and comments to the Commission in one of three ways:

- Email at any time up to 12 p.m. the day of the meeting to recorderteam@orc.org.
- Phone call (Monday – Friday, 8 am – 5 pm) to 503-496-1505, all messages will be relayed and/or citizens can sign-up to be called during the meeting to provide over-the-phone testimony.
- Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045

1. CONVENE MEETING AND ROLL CALL

Mayor Dan Holladay called the meeting to order at 7:43 PM.

PRESENT – 5 Mayor Dan Holladay, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith and Commissioner Rocky Smith, Jr.

STAFFERS – 12 City Manager Tony Konkol, Asst. City Attorney Carrie Richter, City Recorder Kattie Riggs, Community Development Director Laura Terway, Public Works Director John Lewis, Assistant to the City Manager Lisa Oreskovich, Parks & Recreation Director Kendall Reid, Economic Development Manager James Graham, Finance Director Wyatt Parno, Human Resources Director Patrick Foiles and Police Chief Jim Band.

2. FLAG SALUTE

3. CEREMONIES, PROCLAMATIONS, AND PRESENTATIONS

4. CITIZEN COMMENTS

Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialog with those making comments but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Commission.

Karla Laws, resident of Oregon City and a member of the Barclay Hills neighborhood association, expressed concerns about graffiti that has occurred at Barclay Hills neighborhood park and requested additional police surveillance of the park. Chief Band had been previously contacted by area residents about the issue and indicated that officers will step up monitoring of the area.

Jeana Gonzales, resident of Oregon City and chief petitioner for the Recall Mayor Holladay effort, provided an update of the signature gathering process, which has seen an 88% validity rate for the initial twenty-four hundred signatures submitted to Clackamas County Elections.

Jacob Petrjanos, resident of West Linn and former resident of Oregon City, expressed concerns regarding the recent behaviors of Mayor Holladay.

5. ADOPTION OF THE AGENDA

The agenda was adopted.

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

7a. Update on Temporary Shower Trailer at Milner Veterinary Hospital Located at 1034 Molalla Avenue in Oregon City

Tony Konkol, City Manager, provided an overview of the shower services provided on the first and third Sundays at this location. A total of seventeen homeless residents have utilized the facility.

Brandi Johnson, from LoveOne, provided an update. LoveOne was able to provide additional wrap-around services and they also presented to the Barclay Hills neighborhood association, which was well received. They asked for a continuance through September and October and would also like to continue past that point.

Commissioner McGriff asked as to the demographic of those they assisted, and Ms. Johnson indicated they were individuals that were residing in Newell Creek Canyon.

Commission Lyle Smith asked about what other public entities LoveOne is partnering with to provide transitional services to the those that show up at the shower facilities. Bill Stewart, with the Clackamas County District Attorney's Office explained that their case workers participate in these events to build trust with the homeless population so they can gradually transition to other services that will enable them to progress to employment and transition out of homelessness. Ms. Johnson expressed they are concentrating on hygiene for the participants to reduce disease and illness spread.

There was further commission discussion on the timeline of extending the program for one month or two months with periodic updates, with two months more in favor.

Motion made by Commissioner McGriff, seconded by Commissioner Lyle Smith, for the shower program to continue as is, but provide the City Commission with an update at the December 2, 2020 meeting. The motion carried with the following vote:

Ayes: 5 - Mayor Holladay, Commissioner McGriff, Commissioner O'Donnell, Commissioner Lyle Smith, Commissioner Smith, Jr.

7b. Real Estate Contract for the Sale of the Oregon City Police Department Property Located at 320 Warner Milne Road to Clackamas County Vector Control District

Jim Band, Chief of Police, provided the background information on the agenda item and Vector Control District interest in the property.

Carrie Richter, Assistant City Attorney, explained the issues of paragraph seventeen of the real estate contract regarding real estate commissions and that deleting the paragraph from the contract would eliminate the City's liability.

Mayor Holladay and Commissioner O'Donnell were both in agreement with deleting the paragraph.

Commissioner Lyle Smith expressed concerns about the low amount of earnest money in the agreement. City Manager Konkol and Ms. Richter expressed that because the agreement is between two public entities the earnest money expectation is different than if dealing with a private entity.

Motion made by Commissioner O'Donnell, Seconded by Commissioner McGriff, to approve the Real Estate Contract removing section seventeen from the agreement. The motion carried with the following vote:

Ayes: 5 - Mayor Holladay, Commissioner McGriff, Commissioner O'Donnell, Commissioner Lyle Smith, Commissioner Smith, Jr.

7c. Tourism Infrastructure Support Initiative

Mr. Konkol provided the background and staff report for the tourism infrastructure support initiative, called the Reimagine Fund.

James Graham, Economic Development Manager, explained the options available through the Reimagine Fund program to restaurants and tourism related businesses and how the program would work. Forgivable loans as part of the program can convert to grants, provided the applicant complies with all provisions of the program. There will be two committees established to assist with the selection process.

The Commissioners had discussion regarding allowing five applicants from the earlier small business debt relief program that were denied, as first applicants for this program.

Bryce Morrow, owner of Oregon City Brewing Company, provided support for the program and outlined efforts he has made to make his company profitable during the pandemic while being compliant with state COVID requirements and feels this program will help local businesses.

Commissioner McGriff expressed support for the program as well as Commissioner Lyle Smith but stressed that the program should reiterate all projects must be COVID related, as it does involve reimbursable funds.

Mayor Holladay expressed that he should make the appointments to the two associated committees. The Commissioners discussed this point and felt the program should be adopted first and appointments make at a later meeting.

Motion made by Commissioner O'Donnell, Seconded by Commissioner McGriff, to authorize the program. The motion carried with the following vote:

Ayes: 5 - Mayor Holladay, Commissioner McGriff, Commissioner O'Donnell, Commissioner Lyle Smith, Commissioner Smith, Jr.

7d. Resolution No. 20-27, Extending the State of Emergency Declaration in Oregon City due to the Wildfires in Clackamas County and Throughout the State of Oregon

Mr. Konkol introduced the item and provided a status update of progress made with the wildfire and current conditions. Mr. Konkol expressed his gratitude to staff for stepping up and providing excellent service to the public during this event. Mr. Konkol is requesting this extension due to displaced citizens from other areas still residing with the City.

Motion made by Commissioner McGriff, Seconded by Commissioner Smith, to extend the State of Emergency Declaration in Oregon City. The motion carried with the following vote:

Ayes: 5 - Mayor Holladay, Commissioner McGriff, Commissioner O'Donnell, Commissioner Lyle Smith, Commissioner Smith, Jr.

8. CONSENT AGENDA

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

Motion made by Commissioner McGriff, seconded by Commissioner Lyle Smith, to approve the Consent Agenda (items 8a. – 8h.). The motion carried with the following vote:

Ayes: 5 - Mayor Holladay, Commissioner McGriff, Commissioner O'Donnell, Commissioner Lyle Smith, Commissioner Smith, Jr.

- 8a. Personal Services Agreement with DOWL, LLC for the Holcomb Boulevard Rectangular Rapid Flashing Beacon (RRFB) Project (CI 20-009)
- 8b. Award of Public Improvement Contract for the Noble Ridge Pump Station Upgrade Project
- 8c. Urban Renewal Commission Member Appointment
- 8d. OLCC: Liquor License Application – Off-Premises with Fuel Pumps, applying as an incorporated business, Leathers Enterprises, Inc. (dba Leathers Shell #24 – Hilltop Market), 1002 Molalla Ave., Oregon City
- 8e. OLCC: Liquor License Application – Full On-Premises, Commercial, applying as an LLC, The Hive Catering Co., LLC, 602-604 7th Street, Oregon City
- 8f. OLCC: Liquor License Application – Off-Premises, applying as a Corporation, Arak Corporation (dba Capitol Mart), 223 High Street, Oregon City
- 8g. OLCC: Liquor License Application – Full On-Premises, Commercial, applying as an LLC, T9 Tacos LLC (dba OC Tacos), 1128 Main Street, Suite F, Oregon City
- 8h. OLCC: Liquor License Application – Limited On-Premises, applying as an LLC, Haney LLC (dba Yvonne's At Singer Hill, 623 7th Street, Oregon City

9. COMMUNICATIONS

City Manager

Mr. Konkol provided an update on Waterboard Park. The two Camp Adair buildings have been posted for removal bids. The lot line adjustment surveys have been completed, establishing two lots. Mr. Konkol presented visuals of utilities easements and discussed the timeline. The Commissioners expressed a desire to maintain transparency with all progress and that portions of the Adair buildings that can be reused, can and should be, as part of the bid removal process.

Commissioners

The Commissioners expressed their gratitude to Mr. Konkol and city staff for performing so well during the recent events.

Commissioner McGriff expressed that downtown restaurants are requesting the extension of the parklets program. The Commission will discuss at the next City Commission meeting.

Mayor

The Mayor expressed gratitude to public volunteers that have assisted with animal rescue and other life-saving efforts during the recent wildfire event.

Mr. Konkol recognized Finance Director Wyatt Parno, who left Oregon City for a position with South Fork Water Board.

10. ADJOURNMENT

Mayor Holladay adjourned the meeting at 9:13 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

MINUTES

Commission Chambers, 625 Center Street, Oregon City
Wednesday, October 07, 2020 at 7:00 PM

6:15 PM - CITY COMMISSION EXECUTIVE SESSION

To be held in the Commission Chambers beginning at 6:15 PM and continuing after the regular meeting of the City Commission.

- i. Pursuant to ORS 192.660(2)(e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

7:00 PM - REGULAR MEETING OF THE CITY COMMISSION

The public is strongly encouraged to relay concerns and comments to the Commission in one of three ways:

- *Email at any time up to 12 p.m. the day of the meeting to recorderteam@orc.org.*
- *Phone call (Monday – Friday, 8 am – 5 pm) to 503-496-1505, all messages will be relayed and/or citizens can sign-up to be called during the meeting to provide over-the-phone testimony.*
- *Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045*

1. CONVENE MEETING AND ROLL CALL

Commission President Rachel Lyles Smith called the meeting to order at 7:11 PM

PRESENT – 4 Commissioner Denyse McGriff, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith and Commissioner Rocky Smith, Jr.

ABSENT – 1 Mayor Dan Holladay

STAFFERS – 12 City Manager Tony Konkol, City Attorney Bill Kabeiseman, City Recorder Kattie Riggs, Community Development Director Laura Terway, Public Works Director John Lewis, Parks & Recreation Director Kendall Reid, Interim Finance Director Ryan Bredehoeft, Human Resource Director Patrick Foiles, Police Chief Jim Band, Library Director Greg Williams, Assistant to the City Manager Lisa Oreskovich and Economic Development Manager James Graham.

2. FLAG SALUTE

3. CEREMONIES, PROCLAMATIONS, AND PRESENTATIONS

3a. Mayoral Appointments to Committees of the Re-Imagine Opportunity Fund

No appointments were announced at this time.

3b. Oregon City Connector Shuttle Update

Public Works Director Lewis introduced Kristina Babcock, Transit Coordinator for Clackamas County. Ms. Babcock outlined that Clackamas County received funding from the House Bill 2017 Statewide Transportation Improvement Fund to explore four new public transit services that could provide vital connections to rural communities and areas that are currently hard to get to via transit. These shuttles would help relieve congestion on roads and they will provide critical, last-mile connections between service provided by regional transit. The Oregon City Connector Shuttle segment aims to make connections that will enable people to travel all the way to work, school, and other daily destinations on transit. The Oregon City Shuttle will fill gaps from TriMet stops to underserved portions of Oregon City. It will connect the Oregon City Transit Center, Clackamas Community College, and employers throughout the city, especially for transit-dependent and low-income populations. The Oregon City Shuttle will also provide critical connections with other regional transit providers serving Oregon City.

Ms. Babcock presented the potential Oregon City route, the type of vehicles used and next steps in the process before a potential start date of January 2021.

Commissioner McGriff asked as to what the name will be for the shuttles and if there will be sheltered stops on the route. Ms. Babcock indicated naming has yet to be decided and stops will be constructed and modified based on ridership numbers.

Commissioner Smith expressed that he hopes the branding will be local and feels that will factor into ridership volume. Commissioner Smith was also concerned about the route not stopping by Oregon City High School, which Ms. Babcock indicated could be adjusted at a later date once COVID restrictions are eased.

Commissioner O'Donnell expressed his compliments for a well thought out program.

Commissioner Lyle Smith asked about how the program is funded. Ms. Babcock indicated funding is through TriMet Regional Services, which derives from employer payroll taxes.

4. CITIZEN COMMENTS

Citizens are allowed up to 3 minutes to present information relevant to the City but not listed as an item on the agenda. Prior to speaking, citizens shall complete a comment form and deliver it to the City Recorder. The City Commission does not generally engage in dialog with those making comments but may refer the issue to the City Manager. Complaints shall first be addressed at the department level prior to addressing the City Commission.

Dorothy Dahlsrud, resident of Oregon City, commented on the heritage trees in Park Place Park and what she felt were inadequacies of the review process.

Jeana Gonzales, resident of Oregon City and chief petitioner for the Recall Mayor Holladay effort provided an update. Over three thousand signatures were verified by Clackamas County Elections Division and a recall election would be November 10, 2020.

Paul Edgar, resident of Oregon City, presented the proposal of relocating the two Camp Adair buildings at the upper yard of Waterboard Park to the Clackamas Veterans Village in Clackamas and repurposed. Mr. Edgar also proposes designating the buildings as historic structures and he had done research as to how they could be disassembled, physically moved, and stored on an interim basis. Mr. Edgar would like additional time in order to gain support from the Clackamas County Commission. With the agreement of the Commission, there was additional discussion on this topic.

Commissioner Smith was agreeable to the idea put forth by Mr. Edgar but felt the timing may not work with the timeline the City had for the property.

Commissioner O'Donnell recommended Mr. Edgar simplify his proposal.

Commissioner Lyle Smith expressed her support for the concept.

Mr. Konkol outlined to the Commission that RFP's (Request for Proposals) to move the two Adair buildings were due on October 9, 2020 and if none were received, the City would move forward with demolition of the buildings.

Commissioner O'Donnell was opposed to changing the existing City timeline for the property. Commissioner McGriff was amenable to extending the timeline, provided there is Clackamas County support.

Mr. Edgar planned to approach several County Commissioners with his concept.

5. ADOPTION OF THE AGENDA

The agenda was adopted.

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

7a. Direction on Extending Temporary Parklets in the Right-of-Way and Temporary Outdoor Dining and Retail in Private Parking Lots Through the Winter

Laura Terway, Community Development Director, provided an update on the existing Parklet program and the advantages and disadvantages of extending the program during the winter months of December 1, 2020 through March 15, 2021. There were significant weather and safety issues presented if the Parklets program was extended.

The Commissioners discussed in depth the fire and safety issues with modifying the parklets for winter use and if any modifications would then render them non-compliant with current state COVID restrictions.

Motion made by Commissioner McGriff, to continue to next meeting and get feedback from businesses that have a parklet.

Motion did not proceed for lack of a second.

Motion made by Commissioner O'Donnell, to end the program on November 30, 2020 and allow those who have been approved to stay in place as is. Businesses with current parklets extended through March 14, 2021.

Motion did not proceed for lack of a second.

The Commission agreed to discuss this topic again at the October 21, 2020 City Commission meeting with a resolution.

8. CONSENT AGENDA

This section allows the City Commission to consider routine items that require no discussion and can be approved in one comprehensive motion. An item may only be discussed if it is pulled from the consent agenda.

Motion made by Commissioner McGriff, seconded by Commissioner Smith, to approve the Consent Agenda including items 8a. – 8f. The motion carried with the following vote:

Ayes: 4 - Commissioner McGriff, Commissioner O'Donnell, Commissioner Lyle Smith, Commissioner Smith, Jr.

- 8a. Memorandum of Understanding (MOU) with Clackamas River Water (CRW) for Cost Share for Professional Services to Prepare Legal Descriptions for Withdrawal of CRW Service Areas from Areas now Served by Oregon City
- 8b. Resolution No. 20-25, Authorizing Acquisition of Easement and Easement Interests Through Eminent Domain Related to the Public Water Main on 203 3rd Avenue
- 8c. Resolution No. 20-29, Declaring an Emergency and Exempting the Barclay Hills Rectangular Rapid Flashing Beacon Project from Prohibition Against Unlawful Noises on a Temporary Basis
- 8d. Resolution No. 20-31, Extending the State of Emergency Declaration in Oregon City due to the COVID-19 Pandemic
- 8e. Minutes of the June 17, 2020 Regular Meeting
- 8f. Minutes of the July 1, 2020 Regular Meeting

9. COMMUNICATIONS

City Manager

There was no City Manager report.

Commissioners

Commissioners Smith and Lyle Smith were pleased with the Robert Libke Police Facility Ribbon-cutting event that had happened 10/6/2020.

Commissioner McGriff announced a charity marble toss at Citizens Bank on October 21, 2020.

Mayor

10. ADJOURNMENT

Commission President Lyles Smith adjourned the meeting at 9:14 pm.

Respectfully submitted,

Kattie Riggs, City Recorder