



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, September 07, 2022 at 7:00 PM

EXECUTIVE SESSION OF THE CITY COMMISSION:

The Executive Session will begin after the adjournment of the City Commission Regular Meeting.

- Pursuant to ORS 192.660(2)(f): To consider information or records that are exempt by law from public inspection.

- 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

Ways to participate in this public meeting:

- Attend in person, location listed above*
- Register to provide electronic testimony (email recorderteam@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)*
- Email recorderteam@orc.org (deadline to submit written testimony via email is 3:00 PM on the day of the meeting)*
- 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 AND PROCLAMATIONS

[3a.](#) Monarch Butterfly Proclamation

[3b.](#) Constitution Week Proclamation

[3c.](#) Star Trek Day Proclamation

[3d.](#) Appointment of Emily Lisborg to the Natural Resources Committee

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. PRESENTATIONS**6. ADOPTION OF THE AGENDA****7. 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.

[7a.](#) OLCC: Liquor License Application – Off-Premises, A & L Quick Mart, 13987 Holcomb Blvd., Oregon City

[7b.](#) Approval to Purchase Budgeting and Long-Range Financial Planning Software

[7c.](#) Personal Services Agreement with Wallis Engineering for the 2023 Roadway Reconstruction Project (PMUF) (CI 22-008)

[7d.](#) Public Improvement Contract with Romtec, Inc. for the Mt. View Cemetery Restroom Replacement

[7e.](#) Goods and Services Contract with Taurus Power & Controls, Inc. for the Mountain View Pump Station VFD and Communications Upgrade Project (CI 21-015)

[7f.](#) Minutes of the March 8, 2022 Work Session

[7g.](#) Minutes of the March 16, 2022 Work Session

[7h.](#) Minutes for the June 1, 2022 Regular Meeting

[7i.](#) Minutes for the June 15, 2022 Regular Meeting

[7j.](#) Minutes for the August 9, 2022 Work Session

8. PUBLIC HEARINGS**9. GENERAL BUSINESS**

[9a.](#) Review draft OC2040 Comprehensive Plan Narrative, Goals, Policies, and Strategies

[9b.](#) First Reading of Ordinance No. 22-1005, Potential Code Change Adding an Abandoned or Vacant Property Registry

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair 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 Website.

Video Streaming & Broadcasts: The meeting is streamed live on the Oregon City's website at www.orcity.org and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WFMC at 503-650-0275 for a programming schedule.

PROCLAMATION

Whereas, The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

Whereas, Both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent; and

Whereas, The City of Oregon City recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife ; and

Whereas, Cities, towns and counties have a critical role to play to help save the monarch butterfly, and the City of Oregon City is striving to become a leader; and

Whereas, On August 17, 2022, I, Denyse C. McGriff, signed the National Wildlife Federation's Mayors' Monarch Pledge and have officially committed to taking meaningful action to protect the monarch butterfly; and

Whereas, Every resident of the City of Oregon City make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

Whereas, Creating any size habitat planting, whether it is a small backyard garden or a large plot of land, using native milkweed and nectar plants gives monarchs a place to feed, reproduce, and fuel up for their migration.

Now, Therefore, I, Denyse C. McGriff, Commission President of the City of Oregon City, do proclaim

September 7, 2022
as
Monarch Pledge Day

And, encourage all citizens to take steps to plant pollinator friendly plants including milkweed to preserve and strengthen the monarch butterfly population.

In Witness Whereof, I have hereunto set my hand this 7th day of September 2022.

DENYSE C. MCGRIFF,
COMMISSION PRESIDENT

PROCLAMATION

Whereas, September 17, 2022, marks the two hundred thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to accord official recognition to this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to accord official recognition to the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

Now, Therefore, I, Denyse C. McGriff, Commission President of the City of Oregon City, do proclaim

September 17-23, 2022
as
Constitution Week

And, ask our Oregon City citizens to reflect on the importance of this document and recognize the significance of this week.

In Witness Whereof, I have hereunto set my hand this 7th day of September 2022.

DENYSE C. MCGRIFF,
COMMISSION PRESIDENT



PROCLAMATION Star Trek Day 2022



WHEREAS, in 1964, a freelance writer named Gene Roddenberry envisioned a television show in which a diverse, multi-ethnic cast would peacefully explore the wonders of the universe, and

WHEREAS, on September 8, 1966, the original Star Trek series debuted on the NBC television network; and

WHEREAS, Star Trek chronicled the voyages of the Starship Enterprise, whose mission was to explore strange new worlds, to seek out new life and new civilizations, and to boldly go where no one has gone before, and

WHEREAS, Star Trek has forever changed both science fiction and popular culture with 11 TV series, 13 feature films, and more than 850 published books and stories, and

WHEREAS, Star Trek correctly predicted such technological advances as flip phones, tablet computers, bluetooth headsets, flat screen TVs, and intelligent voice assistants like Siri and Alexa, and

WHEREAS, Star Trek's vision of the whole of humanity united in cooperation, peaceful exploration, and scientific discovery has inspired billions worldwide over multiple generations;

NOW, THEREFORE BE IT RESOLVED that the City Commission of Oregon City does hereby proclaim

September 8, 2022 (Stardate 2209.08)

as

Star Trek Day

And, calls upon the people of Oregon City to join their fellow residents of the United Federation of Planets in recognizing and participating in this special observance. Live Long and Prosper.

In Witness Whereof, I have hereunto set my hand this 7th day of September 2022 at Starfleet Sector 97045 Headquarters.

DENYSE C. MCGRIF,
COMMISSION PRESIDENT



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 09/07/2022
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Appointment of Emily Lisborg to the Natural Resources Committee

STAFF RECOMMENDATION:

Commission President appoint Emily Lisborg to the Natural Resources Committee

EXECUTIVE SUMMARY:

The Natural Resources Committee has a total of 7 positions. Currently, there are two vacancies one At-Large and one Non-Resident. Emily is an Oregon City resident would fill the At-Large position. The NRC interviewed Emily on August 10, 2022 at a virtual public meeting that was streamed and recorded.

Under the City Charter, the Mayor, or in their absence the Commission President, appoints members of boards and committees.

OPTIONS:

1. The Commission President appoints Emily Lisborg as an At-Large member to the Natural Resources Committee
2. The Commission President does not appoint Emily Lisborg.



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: 09/07/2022

SUBJECT:

OLCC: Liquor License Application – Off-Premises, A & L Quick Mart, 13987 Holcomb Blvd., Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the OLCC Application for A & L Quick Mart, 13987 Holcomb Blvd., Oregon City

EXECUTIVE SUMMARY:

The attached application is for an OLCC Off-Premises license for A & L Quick Mart.

BACKGROUND:

The Oregon City Police Department ran a background check on Laxmi Uperty, and he is eligible to hold a liquor license. This is a change of ownership license application. 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 A & L Quick Mart – Oregon City
2. Deny the OLCC Application for A & L Quick Mart – Oregon City

LIQUOR LICENSE APPLICATION

Page 1 of 3

Check the appropriate license request option:

☐ New Outlet | ☒ Change of Ownership | ☐ Greater Privilege | ☐ Lesser Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- ☐ Commercial
☐ Caterer
☐ Public Passenger Carrier
☐ Other Public Location
☐ For Profit Private Club
☐ Nonprofit Private Club

Winery

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th

Brewery

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Brewery-Public House

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
 Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
 Additional tasting locations: ☐ 2nd ☐ 3rd ☐ 4th ☐ 5th ☐ 6th

☐ Limited On-Premises

☒ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

INTERNAL USE ONLY

Application received: 6/3/22

Minimum documents acquired: 6/3/22

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received:

Optional: Date Stamp

- ☐ Recommend this license be granted
☐ Recommend this license be denied

Printed Name

Date

Return this form to:

Investigator name: Carole Normandy

Email: Carole.Normandy@oregon.gov

LIQUOR LICENSE APPLICATION

Page 2 of 3

APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

LAXMI PRASAD UPRETY

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

A/S L QUICK MART

Business phone number:

503-656-0157

Business email:

lpuprety6825@gmail.com

Premises street address (The physical location of the business and where the liquor license will be posted):

13987 HOLCOMB BLVD, OR.

City:

Oregon City

Zip Code:

97045

County:

Clackamas

Business mailing address (where we will send any items by mail as described in OAR 845-004-0065(1)):

13987 Holcomb Blvd

City:

OREGON CITY

State:

OREGON

Zip Code:

97045

Does the business address currently have an OLCC liquor license? ☐ Yes ☐ NoDoes the business address currently have an OLCC marijuana license? ☐ Yes ☐ No**APPLICATION CONTACT INFORMATION**

Contact Name:

Laxmi Prasad Uprety

Phone number:

707-529-8632

Email:

lpuprety6825@gmail.com

Mailing address:

395 24th St SE

City:

Salem

Zip Code:

97301

County:

Marion

Please note: liquor license applications are public records.

LIQUOR LICENSE APPLICATION

Page 3 of 3

ATTESTATIONS

By signing this form, you attest that each of the following statements are true. I understand the Commission may require a licensee to provide proof of any of the below or below referenced documents at any time.

I understand that marijuana is **prohibited** on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read OAR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OAR 845-005-0311[6]) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an un-waivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

<u>Laxmi prasad uperty</u>	<u>[Signature]</u>	<u>06-03-2022</u>	
Print name	Signature	Date	Atty. Bar Info (if applicable)
Print name	Signature	Date	Atty. Bar Info (if applicable)
Print name	Signature	Date	Atty. Bar Info (if applicable)



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Finance Director Matt Zook

Date: 09/7/2022

SUBJECT:

Approval to Purchase Budgeting and Long-Range Financial Planning Software.

STAFF RECOMMENDATION:

Approve the City Manager to execute a five-year contract of Questica software for \$251,491 and any change orders up to 10% of the contract value.

EXECUTIVE SUMMARY:

The City of Oregon City must adopt a comprehensive and long-term financial plan incumbent of a city of its size, complexity, and influence. The City pays consultants hundreds of thousands of dollars to prepare financial plans and projections for capital projects, utility master plans, fees, rates, system development charges, and special initiatives to meet the needs of our city, all of which are necessary and prudent. However, the City does not have a robust ongoing financial plan or projection governing its biennial budget and forecasts for the future.

Currently, the City uses the average platform (Excel) and decentralized processes to shape its financial future. While the City uses an excellent financial accounting system (Tyler ERP Pro) to account for what *has* happened, it uses ineffective and labor-intensive tools and processes to *plan* two years, six years, or even 20 years into the future. Now is the optimal time for the City to make a change. We must be proactive in managing this change and the financial opportunities facing the City, whether it is providing infrastructure (water, sewer, storm, streets, and facilities), livability (parks, tourism, recreation), safety (police), or personnel to serve City residents, businesses, and visitors.

This report demonstrates the need and recommends the purchase of better financial tools that will benefit every department in the city in planning for the future and delivering superior service. This recommendation will have minimal financial impact on the current budget and the ongoing annual costs. The timing is critical as we prepare for the 2023-25 biennial budget process beginning in January 2023.

BACKGROUND:

The current budget tools utilized to create and maintain the budget are Outlook, Word, Foxit, and most of all, Excel. Approximately 20-30 separate spreadsheets are used to capture disparate budget numbers. Excel, by its very nature, is a powerful, open tool that many can use. However, there are limitations that make it ineffective and inefficient as budget and projection software for a city with this size and complexity. Only one person can be in a spreadsheet at a time. Restriction of access to appropriate account numbers to each person within Excel is cumbersome. Detailed notes, documents, and supporting assumptions and analysis does not fit well into a spreadsheet. Complex formulas can make Excel do so much, but this is dependent upon the skill of the user which creates difficulty for new users to edit. The risk of broken formulas is high and not conducive to multiple users. Graphs, charts, and dynamic user interaction requires advanced skills. Excel does not lend to an interactive user experience for the public via a website. Finally, Excel takes a lot of staff time to build complex modeling for robust projections and analysis and duplicate for future processes. Hundreds of hours were spent at the City of Newberg creating a five-year personnel and operating budget model using Excel that was put to the side, deemed too complex by the independent consultant serving as interim finance director.

During the last 18 months, I have reviewed the tools Finance has at its disposal, including the existing financial accounting software (Tyler ERP Pro). Tyler's budgeting solution does not adequately accomplish budgeting and forecasting. The budgeting module basically allows for building a current operating budget within the software, but it doesn't handle personnel budgeting adequately, and it will not perform projections for multiple years into the future very well. Even after several budget cycles since converting to Tyler, my predecessors also did not successfully use the Tyler built-in functionality. Further, Tyler has recently acknowledged the limitations that prevent it from being a robust tool to serve our purposes.

Outside of the biennial budget process, we all recognize that opportunities and threats present themselves to the City, requiring us to make critical decisions that may deviate from the static budget. Decisions often require consideration of funds on hand but must also recognize the ongoing impact on the financial trajectory of the City. Decisions made in absence of the future put the City at risk of either missing present opportunities or sacrificing future opportunities due to a lack of a comprehensive view of the overall financial landscape. The City has superior personnel but needs the appropriate tools in hand to develop a comprehensive financial strategy effectively and efficiently for the Commission and our citizens.

In response to this need, Finance has researched four different software solutions – OpenGov, ClearGov, MDSS, and Questica. Our review process was performed as an intermediate purchase (\$10-150k) with solicitation of quotations rather than as a formal request for proposals (larger than \$150k) since the cost of the software was

not initially known. With each of the top three solutions, staff observed two or three demonstrations and talked with two or three existing clients in Oregon. Two of the four (OpenGov and Questica) were able to meet our needs and offer full packages of tools to accomplish budgeting for operations, personnel, and capital projects. In addition, both companies offer non-core solutions for electronic community engagement, financial transparency, and digital budget book preparation. Price is not the determining factor in reaching our recommendation. In fact, while OpenGov is within a similar price range, the factors that make Questica the top recommendation boil down to the superior customization environment, much like an open platform such as Excel, yet with the structure and controls of a software package, and the excellent customer satisfaction of the existing government agencies we interviewed during our review process (City of Tualatin, Washington County, and Clean Water Services).

The pathway for purchasing this software would be to utilize a piggyback arrangement that was included in the 2022 contract between Springfield Utility Board (Springfield, Oregon) and Questica. This piggyback arrangement is allowable under ORS 279A.205(2) as a permissive cooperative procurement. The Springfield request for proposals indicated in Section 5 that the acceptance of proposals and award of contract would follow procedures provided in Chapters 279A, 279B, and 279C of Oregon Revised Statutes. Further, the contract between Questica and Springfield Utility Board indicates in Section 12.10 that other government organizations and educational or health care institutions may elect to participate in the Agreement (piggyback) at their discretion.

The timeline for implementation would be September 2022 to January 2023. Finance will take the lead in the setup process and receive user training in a “train the trainer” approach. This will allow Finance to govern the pace and tenor of the rollout to other departments. We fully expect to utilize the Questica software in the budget preparation for the 2023-2025 biennium with the approach that Finance will carry full responsibility for ensuring success of the software without passing that burden on to other departments during this first budget cycle. Departments willing to participate can benefit this first year, but the primary training cycle for departments will come after the 2023-2025 budget has been completed. This allows Finance to fully understand the software before rolling it out so that we can customize the software for the best use. This should lead to a successful implementation.

The financial plan for this purchase is to utilize a one-time Finance department surplus from the 2021-22 fiscal year of approximately \$80,000. The surplus is the result of lower expenditures in personnel, materials, and services. This one-time savings will be applied to the one-time setup costs for this software.

In addition, the ongoing annual subscription costs will be offset entirely by the elimination of a half-time position (0.50 FTE) in Finance. This position was recently vacated by a retirement of a wonderful, long-time employee, and the duties assigned to this position have already been successfully transitioned to an existing Accounting Technician position. This restructure is both the result of opportunity and intentional

analysis of Finance and should be sustainable for years to come. Further, the efficiency gained by the purchase of Questica budgeting and forecasting software will save the City considerable time and effort.

The City boasts a \$235 million biennial budget. Oregon City is the 16th largest city in Oregon and the 7th largest of 32 cities in the Portland tri-county area. The City provides all municipal services except fire and several services that other cities do not, such as pool and cemetery. The City also maintains nearly 25 departments as separate budget units with between 30-50 individual people involved in the budget process. It is time for the City to meet the financial planning needs, and we respectfully present the Questica software solution for Commission approval.

OPTIONS:

1. Approve the City Manager to execute a five-year contract of Questica software for \$251,491 and any change orders up to 10% of the contract value.
2. Deny authorization, and staff would continue to use existing, inefficient budget tools until the next opportunity to request, which would be in the 2023-25 budget process.

BUDGET IMPACT:

Amount: This proposal is a net zero impact on the budget

FY(s): 2022-23 through 2026-27.

Funding Source(s): General Fund Finance Department Budget

Contract Deliverable	Fiscal Year	Cost	Finance Budget Surplus	Management Action	Net Diff
One-Time Setup	2022-2023	\$ 81,000	\$ 81,000	2021-22 surplus as of 8/26/22	\$ -
Year 1 Subscription	2022-2023	30,855	32,320	Part-time position elimination	1,465
Year 2 Subscription	2023-2024	32,397	33,290	Part-time position elimination	893
Year 3 Subscription	2024-2025	34,017	34,289	Part-time position elimination	272
Year 4 Subscription	2025-2026	35,718	35,317	Part-time position elimination	(401)
Year 5 Subscription	2026-2027	37,504	36,377	Part-time position elimination	(1,127)
		<u>\$ 251,491</u>	<u>\$ 252,593</u>		<u>\$ 1,102</u>



This Agreement is made and entered into as of the September 8, 2022 (the “Effective Date”) by and between the City of Oregon City (“Subscriber”) and Questica Ltd. (“Vendor”).

WHEREAS, the Subscriber has specified requirements for the provision of a commercial off the shelf budgeting solution and related services (the “Services”).

WHEREAS, Springfield Utility Board entered into an agreement (“Piggyback Contract”) with Vendor for provision of similar services, attached hereto as Attachment A, having selected Vendor after a competitive solicitation process.

WHEREAS, Subscriber now wishes to enter in an Agreement with Vendor that invokes the terms of the Piggyback Contract, except as otherwise indicated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby amend the terms of the Piggyback Contract as follows:

1. The cost for Services and related payment terms shall be as indicated in the Order Form, included herein as Attachment B
2. The Services to be delivered shall be as indicated in the Scope of Work, included herein as Attachment C

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF OREGON CITY

QUESTICA LTD.

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have authority to bind the organization

I have authority to bind the organization

Attachment A
Piggyback Contract



QUESTICA SOFTWARE SUBSCRIPTION AGREEMENT

This **SOFTWARE SUBSCRIPTION AGREEMENT** (the “**Agreement**”) is made May 6, 2022 (the “**Effective Date**”) by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware (“**Questica**”) and SPRINGFIELD UTILITY BOARD, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the “**Subscriber**”).

1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents or programs.

“**Order Form**” means the documents for placing orders hereunder, including addenda thereto, that are entered into between You and Us from time to time, including addenda and supplements thereto.

“**Services**” means the products and services that are ordered by You or Your Affiliates under an Order Form and made available by Us online.

“**User Guide**” means the on-line users guide for the Services, made available on-line.

“**Users**” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You, (or by Us at your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

“**We**,” “**Us**,” “**Our**,” “**Questica Inc.**,” “**Questica LTD.**” or “**Questica**” means the company or entity providing the Services in the Agreement

“**You**,” “**Your**,” “**Subscriber**” means the company or other legal entity for which you are accepting the Agreement and Affiliates of that company or entity.

“**Your Data**” means all electronic data or information submitted by You to the Services, including but not limited to any data, content (including user content), information and files.

2. PROVISION OF SERVICES

2.1 **Terms of Service.** Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

2.2 **Provision of Services.** We shall make the Services available to You pursuant to this Agreement and the relevant Order Forms during a subscription term. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.3 **User Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same price as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and (iii) the added User subscriptions shall terminate on the same

day as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one user but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

- 2.4 **Hosting, Product Maintenance and Support.** For the first year of this Agreement, upon paying the Subscription Fee and for each year thereafter, provided that Subscriber continues to pay the Subscription Fees in accordance with the fees set out in Appendix A, Questica shall provide Hosting, Maintenance and Technical Support Services for the software as outlined in Appendix B, if the Subscriber is not otherwise in breach of the provisions of this Agreement.
- 2.5 **Implementation Services.** Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the Subscriber expires the earlier of:
- 1) completion of the services described in the SOW
 - 2) 12 months from the effective date of the relevant Order Form.
- 2.6 **Acceptance of Custom Work.** Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Subscriber shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Subscriber's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Subscriber finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Subscriber has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.
3. **USE OF THE SERVICES**
- 3.1 **Our Responsibilities.** We shall: (i) provide Our basic support for the Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice via the Services and which We shall schedule to the extent practicable during the weekend hours from 9:00 pm Friday to 6:00 am Monday Eastern Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet services provider failure or delays, or denial of service attacks, and (iii) provide the Services only in accordance with applicable laws and government regulations.
- 3.2 **Our Protection of Your Data.** We shall maintain reasonable administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.
- 3.3 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.
4. **FEES AND PAYMENTS FOR SERVICES**
- 4.1 **Fees.** You shall pay all fees specified in all Order Forms as set out in Appendix A. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly

anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the full monthly period and the monthly periods remaining in the subscription term.

- 4.2 **Invoicing and Payment.** You will provide Us with a valid purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.
- 4.3 **Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 4.2 (Invoicing and Payment)
- 4.4 **Suspension of Service and Acceleration.** If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days prior notice that Your account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to You.
- 4.5 **Payments and Disputes.** We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.
- 4.6 **Taxes.** Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, "**Taxes**"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.
- 4.7 **Travel Costs.** Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall be reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.
5. **PROPRIETARY RIGHTS**
- 5.1 **Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 5.2 **Restrictions.** You shall not (i) permit any third-party to access the Services except as permitted herein or in an Order Form (ii) create derivative works based on the Services except as contained herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 5.3 **Your Applications and Code.** If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.
- 5.4 **Your Data.** Subject to the limited rights granted to You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.
- 5.5 **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by

You, including Users, relating to the operation of the Services. We may additionally develop, modify, improve, support, and operate Our Services based on Your use, as applicable, of any Services.

6. CONFIDENTIALITY

- 6.1 **Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 6.2 **Protection of Confidential Information.** The Receiving party shall use the same degree of care that uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.
- 6.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest such disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding or otherwise to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable costs of compiling and providing secure access to such Confidential Information.

7. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

- 7.1 **Our Warranties.** We represent and warrant that (i) We have validly entered into this Agreement and have the legal authority to do so, (ii) the Services shall perform materially in accordance with the User Guide, (iii) the functionality of the Services will not be materially decreased during a subscription term, and (iv) We will not transmit Malicious Code to You, provided you are not in breach of this subsection (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.
- 7.2 **Your Warranties.** You represent and warrant that (i) You have validly entered into this Agreement and have the legal authority to do so; (ii) You will use the Services in accordance with applicable laws; and (ii) You have all necessary rights to use and upload any Data for use with the Services.
- 7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS, WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. MUTUAL INDEMNIFICATION

- 8.1 **Indemnification by Us.** We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates any Canadian or United States’ registered patents, copyrights or trade-mark rights of a third party (a “**Claim Against You**”), and shall indemnify You for any damages, legal fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You: provided that You (a) promptly give Us written notice of the Claim Against You; (b) Give Us sole control

of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim against You, or if we reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to you (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under “Our Warranties” above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such services upon 30 days’ written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2 **Indemnification by You.** You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a “**Claim Against Us**”), and shall indemnify Us for any damages, legal fees and costs finally awarded against us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3 **Exclusive Remedy.** This Section 8 (Mutual Indemnification) states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this Section.

9. **LIMITATION OF LIABILITY**

9.1 **Limitation of Liability.** NEITHER PARTY’S CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 4 (FEES AND PAYMENT FOR SERVICES).

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10. **TERM AND TERMINATION**

10.1 **Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2 **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the effective date of this Agreement and continue for 5 years. Additional user subscriptions will be prorated from the applicable order date through the remainder of the 5-year term. All user subscriptions shall automatically renew for additional one-year at the end of the then current term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 60 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any such pricing increase shall not exceed 7% of the pricing for the relevant Services in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.

10.3 **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 **Termination for Convenience.** Subscriber may terminate this Agreement without cause by giving sixty (60) days advance written notice to Us of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Subscriber agrees to pay a SaaS Recovery Amount equivalent to 50% of the Subscription fees for the remainder of the initial term of the Agreement.

- 10.5 **Refund or Payment upon Termination.** Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.
- 10.6 **Return of Your Data.** Upon request made by You within 30 days after termination of a Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.
- 10.7 **Surviving Provisions.** Section 4 (Fees and Payment for Services), 5 (Proprietary Rights), 6 (Confidentiality), 7.3 (Disclaimer), 8 (Mutual Indemnification), 9 (Limitation of Liability, 10.5 (Refund or Payment upon Termination), 10.6 (Return of Your Data), 10.7 (Surviving Provisions), 11 (Notices, Governing Law, Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of the Agreement.
11. **NOTICES, GOVERNING LAW AND JURISDICTION**
- 11.1 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, (iv) the first business day after sending by email (provided that email shall not be sufficient for notices of termination or an indemnifiable claim) Billing- related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.
- 11.2 **Dispute Resolution/Arbitration.** In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within 10 Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" means a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	Subscriber Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Customer Success Director	Finance Department Manager	10 Business Days
Third Level	VP, Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator.

(a) Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Delaware before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if You are U.S. based or if You are from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b) Notwithstanding the provision in Section 11.2(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c) In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

11.3 **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 11.2 above, the parties attorn to the exclusive jurisdiction of the courts of Delaware in respect of this Agreement.

11.4 **Waiver of Jury Trial.** Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1 **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12.4 **Export Compliance.** The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States, Canada and other jurisdictions. Each party represents that it is not named on any US or Canadian government denied-party list. You shall not permit Users to access or use Services in a US or Canada embargoed country or in violation of any US or Canadian export law or regulation.

12.5 **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.6 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.7 **Legal Fees.** You shall pay on demand all of Our reasonable legal fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 4.2 (Invoicing and Payment).

12.8 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 **Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your

purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

- 12.10 **Cooperative Statement.** Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided We also agrees to do so.
- 12.11 **Authorized reseller status; Option to purchase affiliate products.** Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, Subscriber has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by Subscriber and Questica or Subscriber and the applicable Questica Affiliate.
- 12.12 **Media Releases.** Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, We may use the Your name and identify You as a Questica client in advertising, marketing materials, press releases and similar materials.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

SPRINGFIELD UTILITY BOARD

QUESTICA LTD.

Per: Jeff Nelson
Jeff Nelson (May 12, 2022 09:28 PDT)

Per: Wes Van de Polder

Name: Jeff Nelson

Name: Wes Van de Polder

Title: General Manager

Title: Sales Director, Government

Date: May 12, 2022

Date: May 5, 2022

I have authority to bind the organization

I have authority to bind the organization

Attachment B

Order Form

Software-as-a-Service (SaaS)

Description		Amount
Software as a Service		
Questica Budget Software Subscription	Included	\$ 30,855
Questica provides server, database, software, server management, software maintenance, and 1 framework seat licence for Operating, Personnel, Capital		
Unlimited Operating License Seats	Included	
Unlimited Personnel License Seats	Included	
Unlimited Capital License Seats	Included	
Unlimited Read Only Licences	Included	
Performance Measures	Included	
Statistical Ledger	Included	
Allocations	Included	
OpenBook Software Subscription	Not Included	
Budget Book	Not Included	
Total Year 1 SaaS Subscription		\$ 30,855
Professional Services (Per Scope of Work)		
Design, Analysis & Configuration	Included	
Project Management	Included	
Installation	Included	
Data Load & Verify	Included	
Integration	Included	
Training	Included	
Customizations	Not Included	
Custom Reports	Included	
Total Professional Services:		\$ 81,000
Travel Expenses (If Applicable)	Not Applicable	
Total Travel Expenses:		\$ -
Grand Total Year 1		\$ 111,855

Pricing Notes

Quotation ID#: City of Oregon City – August 15, 2022

Pricing valid through: September 30, 2022

- Questica annual subscription is based on a 5-year term
- Questica will apply a 5% inflationary increase beginning in year 2
- Questica Annual fees
 - Year 1 is \$111,855 (SaaS and Professional Services)
 - Year 2 is \$32,397 (includes 5% increase)
 - Year 3 is \$34,017 (includes 5% increase)
 - Year 4 is \$35,718 (includes 5% increase)
 - Year 5 is \$37,504 (includes 5% increase)
 - Total 3 Year contract is \$251,491
- Above pricing in USD
- Applicable Taxes Extra
- Terms of Payment:
 - Software:
 - 100% upon Contract Effective Date (Net 30)
 - Year 2 due 365 days from Contract Effective Date and annually thereafter
 - Professional Services:
 - 25% due the earlier of software installation or 30 days from Contract Effective Date
 - 25% due the earlier of historical Operating budget available for validation or 60 days from Contract Effective Date
 - 25% due the earlier of Operating actuals import integration configuration created & tested or 90 days from Contract Effective Date
 - 25% due the earlier of completion of training or 120 days from Contract Effective Date
- Additional Professional Services are available upon request at Questica's then current hourly rate, currently set at \$225/hr.

Attachment C

Scope of Work

Scope of Work

Questica Budget Implementation for Oregon City

Revision History

Rev.	Date	Authors	Notes/Changes
1			

1. General

1.1. Shared Responsibility

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility, and that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so.

1.2. General Clarification

Initial Data Load

"Data import", "import workbooks", and "initial data load" are synonymous terms referring to the initial migration of data from The Customer's existing systems into Questica.

Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica's Project Manager will provide blank workbooks for this purpose as an output of initial discovery meetings. These are adapted from standard templates to use The Customer's terminology and to incorporate all elements of The Customer's chart of accounts, other data entities, and columns within those data entities. Such data provided must be "clean", consistent, and complete. The Questica PM is not responsible for cleaning data, and will not repeatedly load data in order to repair issues and/or add missing information.

The Customer can use the software's user interface or Questica's Excel® export/import feature to further amend and maintain data, or to load data where this is a customer task.

For example, where Questica's work to load prior year data may be limited to a specific number of years in order to reduce implementation cost, there is no system limit to the number of prior years that the customer can load using Excel® export/import.

Data Model

The Questica Budget system is a relational database built on a standard data model. Using the system's user interface, this data model may be enhanced to mirror The Customer's data structures, notably the chart of accounts that is unique to The Customer's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

- Any of the standard entities may be renamed to match The Customer's terminology;
- Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
- There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;
- The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Personnel, Capital, and Performance);

- GL Account Categories must be categorized as containing either a revenue or expenditure accounts;
- Questica Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
- A list of the standard entities and their relationship is available upon request.

Integrations

“Integration” as used in this Scope of Work refers to the automation of data exchange between Questica Budget and 3rd party systems. For each of the integrations in scope, Questica shall be responsible for:

- Configuring data transformations, as described by The Customer during the implementation.
- Providing the software interface into Questica Budget, and the operational infrastructure required to manage the integration, as well as the operational infrastructure required to manage the integration (e.g. FTP server).

Questica does not offer services to build the 3rd party system end of integrations. The Customer is responsible for creating data sources and destinations within their 3rd party systems, either through their IT team or through their system’s integrator. Such data sources and destinations may be database queries, delimited files, and/or web services.

The Customer is advised that in a “cloud” environment, Questica is unlikely to be granted the local network access to The Customer's other enterprise systems for a direct database-to-database integration. The most likely mode of integration will be exchange of formatted text (.CSV) files transmitted using secure FTP (SFTP or FTPS). Integration via web services may be possible where the 3rd party system provides a web services interface that provides/accepts data required by The Customer. It will be The Customer's responsibility to create or cause to be created the necessary file transfer mechanism on their side of the transfer; and to ensure that the 3rd party system's integration components are available, including web services where used.

For all integrations in scope, the following are held to be true except where specifically listed as a customization:

- Records being copied into Questica require a unique key to unambiguously match incoming data with pre-existing records. This key may be a single field value (e.g. Object Code) or a combination of multiple values (e.g. Position+Employee Number). An exception report is provided for data elements which cannot be thus matched. In the case of the Capital integrations this is particularly noteworthy: each record must include a unique project identifier (e.g. Project Number).
- While it is likely that Questica can accommodate any chart of account segments (“chart fields”), and Questica shall accommodate reasonable requests for mapping chart fields to accommodate situations such as legacy account structures, the encoding and decoding of arbitrary structures and mappings (those which cannot be logically described) is not in-scope.
- Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing Active, and projects, etc. is not automatically updated from the general ledger or other external system.
- Each distinct data source and/or output file is considered one point of integration. For example, if Statistical Actuals are required from multiple data sources, Questica will need to configure one integration for each data source and a single Statistical Actuals integration will be insufficient.
- Filtering is coded into the integration and there is no custom user interface for the selective export of sections of the budget except to choose a budget year, or in the case of Actuals imports the date range.
- Standard budget export integrations, where in scope, do not have the ability to export only changes since the last export. The entire budget is exported each time. A budget amendment export integration is required in order to export selected parts of the budget, such as changes since the last export.
- Amended budget export integrations, where in scope, will be either export individual amendments as created, or export the batch of amendments since the last export, or import amendments from the general ledger system as read-only budget lines. Which of these options is used is a detail determined during the implementation, but each amendment integration will only work in one of these modes.
- Actuals Import integrations cannot be used to amend the budget.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section “2.11. Customizations” of this Scope of Work document. Sections prior to “2.11. Customizations” detail the delivery of standard product functionality and services.

2. Scope of Work

In the Scope of Work tables, entries in the column headed “Scope of Work” are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services. There may be additional refinement of the scope.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description. There may be additional information qualifying this.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Implementation Hosting	Hosting of production and test instances of Questica Budget during the implementation period.	N/A System to be implemented on Questica production hosting environment.
Production Hosting	Hosting of a single production instance of the Questica Budget system, as well as additional sandboxes for The Customer's development/test/QA/training needs. In addition to these server instances, The Customer must provide user workstation environments as follows: • A web browser: supported browsers - Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.6 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • A ClickOnce browser extension (if self-serve report authoring is required from browsers other than Internet Explorer or Edge), or Microsoft's freely available desktop version of Report Builder installed.	In scope: As per hosting agreement.

Consulting Services - BPI	Questica will facilitate a review of:- The budget process for both the operating and capital budgets;- The chart of accounts;- Personnel planning and budgeting;- Reporting requirements. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops. Budget ProcessEnd to end review, including high level descriptions of the tasks performed, the timing of these tasks, and dependencies. Questica will facilitate a design of the budget process as it relates to the Questica Budget system being implemented, seeking opportunities for improvement. This output will be documentation of:- Budget process stages;- What happens in each stage;- Input, outputs, and participants in each stage;- Stage permission requirements.Chart of AccountsDetermine the data model, including the COA, roll-ups (whether part of the GL or not), and other budgetary fields of data. Complete field mapping and prototyping in Questica Budget.Personnel BudgetingReview and refine personnel budgeting process and data. To include common personnel budget issues including vacant positions, overtime, benefits, allowances, and statutory deductions.Reporting RequirementsEnsure reporting is supported by the data model. Identify reports in three primary groups: those required for developing budget, those required for managing budget, and those disseminating for information "up and out" (management and public). Reporting can be through traditional print reports, saved searches, dashboards, smart reports, and OpenBook.The customer will assume responsibility for maintaining all process documents after hand-off.	Not in scope
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Consulting Services - Change Management	Questica will facilitate a change management process in relation to the implementation of Questica Budget. This process will require the participation of stakeholders in group workshops and may include or one-on-one workshops. A change management plan document will be produced based on the information gathered, containing: - What is changing; - Organizations impacted by the change; - Each organization's ability and willingness to change; - A training plan; - Strategies for dealing with the change. Note that the change management included in this item offer the benefit of Questica's experience in the domain of budget system implementation. It is not the enactment of, or replacement for, a comprehensive project of change management as may be required by the customer's PMO (project management office), or for a significant change beyond the introduction of a new system that approximates to current processes and procedures.	Not in scope
Project Management & Analysis	Questica will assign a Project Manager/Analyst ("PM") to lead this implementation on Questica's behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "3.0.1. Questica Project Management Responsibilities" of this Scope of Work. Limitations:- Weekly status meetings is the number of scheduled meetings for the purpose of status reporting that the Questica PM is obligated to attend/host. Exceeding this limit is at the discretion of Questica's PM. This does not limit his or her availability for ad-hoc contact as needed.- The scope includes overhead of project management and analysis as stated in the "Scope or Work" column at right. Where delays are not on the part of Questica, additional project management and analysis beyond this limit may be billable at Questica's standard services rate.	In scopewith:- One weekly status meeting;- 26 weeks of project management and analysis contiguous from project kick-off, or until all other implementation services are delivered, whichever occurs first.

On-Site PM Visits	Each on-site visit by the Questica PM, and other implementation staff (excluding training, see below) shall be a minimum of one day and no more than five consecutive business days within the same working week. Where more than one individual is on-site at the same time this is considered as multiple visits (one per individual attending). Meeting premises, facilities (including external internet access) and equipment are to be provided by The Customer. Costs associated with travel, board and lodging for on-site visits are payable by The Customer as per contract. All other work by the Questica lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	Not in scope
Application-Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles.	Customer task: Questica will assist with this task until administrators have received training in security configuration.
Single Sign-On	Configure Questica Budget to use The Customer's existing Windows, LDAP, CAS, Google, or SAML Authentication, for user logon.	In scope: Configure production instance to use The Customer's SAML (Azure AD Connect) Authentication for user logon. Questica is not responsible for software and configuration changes required to make it authenticate with non-standard implementations of authentication protocols.
Import Configuration ...		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Other Chart of Account Segment Values • Performance Measure Units	In scope
Analytics ...		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope

Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on.	In scope
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2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Optional Features ...	<i>The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.</i>	
Configuration ...		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Costing Centers (for each historical and current/future budget year to be loaded); • Add Costing Centers to Departments consistent with, and shared by, the Capital budget module; • Associate Costing Centers with Funds; • Define Budget Promotion Stages.	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future Operating budget from data import workbooks: • Create dollar budget line items at the chart of account level ... by Costing Center.	In scope: Questica will import the most recent budget with 1 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' Operating budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 4 prior years' budgets.

Import Actuals Transactions	Import Operating actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Import Initial Statistical Budget	Import the current/future Operating statistical budget from data import workbooks: • Create statistical budget line items at the statistical account level ... by Costing categorized.	Customer task: The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' Operating statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Statistical Actuals Transactions	Import Operating statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's general ledger at the approved budget object/costing centre level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Questica will create no more than 1 point of integration for the approved operating budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's general ledger, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	In scope: Questica will create no more than 1 point of integration for the operating budget amendments.

Actuals Import	Automated facility to transfer actual data from The Customer's general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.	In scope: Questica will create no more than 1 point of integration for the operating actual costs.
Statistical Budget Export	Automated facility to transfer the Operating statistical budget data from Questica Budget to a single target system at the approved budget object/costing centre level when invoked by a user.	Not in scope
Amended Statistical Budget Export	Automated facility to transfer individual approved amendments to the Operating statistical budget data, from Questica Budget to a single target system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single target system to the Questica Budget Operating statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.3. Personnel Planning & Budgeting Module

The Questica Budget Personnel Planning & Budgeting module is included in this installation.

Functional Area	Description	Scope of Work
Initial Data Load ...	<i>Configuration and data import of standard Questica Personnel data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:</i> • Create positions; • Create salary grades; • Create salary grade steps; • Create modifiers (benefits); • Create employees; • Allocate employees to positions; • Allocate positions to costing centers. <i>For the purpose of the above, the definitions of positions, grades, grade steps, employees and modifiers shall be those found in the Questica Budget Personnel manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.</i>	

Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope
Create Benefits (Modifiers)	Create “modifiers” to generate supplementary personnel costs such as benefits, allowances, and insurance. Note that modifiers are not simple 2-dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.	Customer task: Questica will assist with this task until administrators have received training in modifier configuration.
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration ...		
Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer’s HR or payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand. This data may be used to replace existing GL Actuals with payroll detail or may be stored in a separate table. Notwithstanding items expressly referenced in the “Customizations” section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Each distinct data source and/or output file is one point of integration; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Data in each integration point will either replace all GL actuals in the personnel GL account category or be written to a custom entity created to store the payroll actuals, but not both.	In scope: Questica will create no more than 1 point of integration for the payroll actuals.
HR Data Sync.	Automated facility to synchronize Personnel data between Questica Budget and The Customer’s HR or payroll system. This integration synchronizes: • New, deleted, and updated employees; • New, deleted, and updated positions; • Changes in employee-position relationships; • Changes in position-costing centre relationships. The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the “Customizations” section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of	In scope: Questica will create no more than one integration for Employees, one for Positions, and one for Position Allocations.

	custom chart field items is not included unless expressly set out in the “Customizations” section of this Scope of Work.	
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2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration ...		
Import Projects	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Projects (including closed projects where historical budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. The configuration data may optionally contain data necessary to: • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics.	In scope
Initial Data Load ...		
Import Initial Budget	Import the current/future capital budget from data import workbooks: • Create dollar budget line items with GL Accounts and Funds ... by Project.	In scope: Questica will import the most recent budget with 5 years of future forecast data. Questica will repeat the import once, to accommodate a refresh prior to going live.
Import Historic Budgets	Import prior years' capital budgets. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope: Questica will import 2 prior years' budgets.
Import Actuals Transactions	Import capital actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.

Import Initial Statistical Budget	Import the current/future capital statistical budget from data import workbooks: • Create statistical budget line items at the statistical account level ... by Project	Customer task: The Customer will enter their statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Historic Statistical Budgets	Import prior years' capital statistical budgets. All prior years must have a statistical account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	Customer task: The Customer can add their historical statistical budget data using the Questica user interface or Questica's Excel® export/import feature.
Import Statistical Actuals Transactions	Import capital statistical actuals transactions from data import workbooks.	Customer task: The Customer can add their historical data manually, or using Questica's Excel® export/import feature, or with an automated integration.
Integration ...		
Budget Export	Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's general ledger or project system at the approved budget object/costing centre level when invoked by a user. Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.	In scope: Questica will create no more than 1 point of integration for the approved capital budget.
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's general ledger or project system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above.	Not in scope

Actuals Import	Automated facility to transfer actual data from The Customer's general ledger or project system to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure.	In scope: Questica will create no more than 1 point of integration for the capital project actuals.
Statistical Budget Export	Automated facility to transfer the Capital statistical budget data from Questica Budget to a single target system at the approved budget object/costing centre level when invoked by a user.	Not in scope
Amended Statistical Budget Export	Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Questica Budget to a single target system, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the 3rd party system cannot be updated by re-running the full export provided in the item in the "Statistical Budget Export" item above.	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data from a single target system to the Questica Budget Capital statistics at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.5. Reserved

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation.

This section of the SoW relates only to the configuration of the system. Unless explicitly included as a consulting activity (above), it is The Customer's responsibility to plan, design, and roll-out the performance measurement program(s).

The 'Unlimited Read Only' license does not pertain to this module, as it is provisioned with unlimited read+write licenses.

Functional Area	Description	Scope of Work
Configuration ...		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system.	In scope: Questica will, with the help of The Customer, determine and configure the Performance Measures Categories and Units, establishing those lookup values within the system.

Initial Data Load ...		
Measures	Configuration of the initial set of performance measures.	In scope: Questica will import the initial set of performance measures, to a limit of 4 hours of consulting.
Scorecards	Configuration of the initial set of performance measurement scorecards, and including them on dashboards.	In scope: Questica will, with the help of The Customer, create the initial set of scorecards, to a limit of 4 hours of consulting.
Integration ...		
Measure Actuals Import	Automated facility to load actual data from The Customer's 3rd party data collection systems to the Questica Budget performance measures on a scheduled basis; and/or on demand.	Not in scope: Users will enter measure actuals data using the user interface or Excel export/import.

2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency is not included in this implementation.

2.8. Training

Functional Area	Description	Scope of Work
Online Resources	Questica has invested in creating and maintaining a substantial library of online training courseware in the Questica Help and the Questica Academy. Having signed-up with a valid Customer email address, all material is available to all users during and after the implementation.	
Training Approach	Questica's standard training model is to train the trainers and/or advanced users within The Customer's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom (if in scope, see "Training Location" below) or via a web conference. In the case of video training Questica's PM will field outstanding questions after the scheduled viewing. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.	
Training Schedule	Questica's PM will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively The Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica.	

	Having received train-the-trainer training, the Customer is responsible for training the end users, except where explicitly included in scope (below).	
Training Location	* Note that this item relates only to location of training and does not confer training in addition to those items scoped below. On-Site Training: Is not included. Remote Training: All training provided by Questica will be delivered using web conferencing tools. Attendees are able to participate in the training from multiple locations using their own computer, or in a conference room with shared screen (their own computer is recommended). Audio is provided by telephone or the computer's own audio facilities. These sessions may be recorded upon request, with the unedited recording provided to The Customer for storage and dissemination using their own media repository.	
Instructional Videos/eLearning Courseware	Instructional on-boarding videos tailored to The Customer's process (one per module) or full eLearning courseware (covering all modules) aimed at end-users. This material will show general system usage, and how to enter and query budgets.	Not in scope
<i>The following sections detail the proposed training. The Customer's PM will work with Questica's PM or training specialist to determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed this proposed plan.</i>		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos.	In scope: This will be delivered in one training session.
Training: Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool.	In scope: This will be delivered in one training session.
Train-the-Trainer: Operating	"Train the trainer" training in the use of Questica Budget's Operating module.	In scope: This will be delivered in one training session.
Train-the-User: Operating	"Train the user" training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Personnel	"Train the trainer" training in the use of Questica Budget's Personnel Planning & Budgeting module.	In scope: This will be delivered in one training session.
Train-the-User: Personnel	"Train the user" training in the use of Questica Budget's Personnel Planning & Budgeting module.	Customer task

Train-the-Trainer: Capital	“Train the trainer” training in the use of Questica Budget's Capital module.	In scope: This will be delivered in one training session.
Train-the-User: Capital	“Train the user” training in the use of Questica Budget's Capital module.	Customer task

2.9. Reserved

2.10. Budget Book

A Budget Book desktop publishing solution is not included in this scope of work.

2.11. Customizations

2.11.1. Custom Business Rules (CBRs), Modifiers, User Interface

This Scope of Work does not include the development of customizations.

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

The following are included within this Scope of Work:

- Report: Oregon Budget Law Basic Reporting Format
- *** Notes: Develop Oregon Law Basic , as shown below.

Description	2015-2017 Actual	2017-2019 Actual	2019-2021 Amended Budget	2021-2023 Proposed Biennium	2021-2023 Approved Biennium	2021-2023 Adopted Biennium
Personnel Services						
Salaries	\$ 827,376	\$ 964,997	\$ 1,046,922	\$ 1,040,378	\$ 1,040,378	\$ 1,040,378
Benefits	495,036	584,155	710,898	727,181	727,181	727,181
Total Personnel Services	1,322,412	1,549,152	1,757,820	1,767,559	1,767,559	1,767,559
Materials & Services						
Professional & Technical Services	32,582	14,260	22,000	15,000	15,000	15,000
Repair & Maintenance Services	89,621	68,243	79,000	84,000	84,000	84,000
Employee Costs	18,598	20,232	34,000	34,000	34,000	34,000
Operating Materials & Supplies	366	27	600	800	800	800
Office & Administrative Supplies	57,987	40,505	54,000	56,000	56,000	56,000
Total Materials & Services	199,154	143,267	189,600	189,800	189,800	189,800
Total Finance	\$ 1,521,566	\$ 1,692,419	\$ 1,947,420	\$ 1,957,359	\$ 1,957,359	\$ 1,957,359

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.11.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications (“Specifications”) for the work to be performed.

2.11.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.11.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the “Technical Support Services” section of the Questica Software License Agreement.

3.0. Project Management

3.0.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.
2. Ensure the timely execution of Questica's deliverables.
3. Ensuring that members of The Customer team are sufficiently educated in the Questica Budget application understand the implications of initial design decisions.
4. Providing The Customer with timely and detailed descriptions of the items identified as "Customer task" within this SoW, along with their expected completion dates.
5. Providing regular progress status reports to the key team members.
6. Advising The Customer of the impact on the expected delivery dates of any Questica or Customer deliverable is advanced or delayed.
7. Tracking issues through an issue log.
8. Author and coordinate the approval of change order estimates, and the execution of the deliverables approved.

3.0.2. The Customer Project Management Responsibilities

1. Running The Customer's project according to The Customer's norms, standards, practices, and protocols.
2. Acting as primary communication point with the Questica PM.
3. Providing definitive responses to the Questica PM on all decision points.
4. Ensuring the timely execution of The Customer's deliverables, as identified within this SoW, and advising the Questica PM of expected completion dates.
5. Ensuring that implementation training material is reviewed in a timely manner.
6. Ensuring that change orders contain a full specification of the changes required.
7. Ensuring that customizations are fully specified and documented.
8. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.
9. Approving (sign-off) Questica deliverables.

3.0.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer's project manager and team members.
2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.
3. The implementation of each Questica Budget module will involve the following stages:
 - a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.
 - b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.
 - c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.
 - d. Documentation of the agreed configuration and customizations.
 - e. The preparation of data import templates consistent with the agreed configuration and customizations.
 - f. The completion by The Customer of the data import templates.
 - g. The import by Questica of the data import templates.
 - h. Customer approval of the imported Questica Budget structures and data.
 - i. The creation of custom report entities to support The Customer's reporting, where such reporting is not readily available within Questica Budget's natural data model.

- j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.
- k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.
- l. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.
- m. The development by Questica of any required custom reports, whether detailed in this Scope of Work or added to the scope through a change order.
- n. The testing and acceptance of custom reports and report views.
- o. The deployment of custom reports and report views.
- p. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.
- q. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.
- r. The development by Questica of:
 - i. integration components which transform budget data prior to updating the financial system;
 - ii. integration components which transform actual result data prior to updating the Questica Budget database;
 - iii. integration components required to initiate the execution of integrations.
- s. The deployment of all integration components.
- t. The testing and acceptance by The Customer of the integration components.

4. Customer Resources

- 1. The requirement for Customer resources is variable with:
 - a. The duration of the project.
 - b. The degree of internal Customer consultation.
 - c. The level of internal Customer agreement.
 - d. The number of customizations.
 - e. The familiarity of Customer staff with their General Ledger, ERP, HR, and other 3rd party systems.



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: 09/07/2022

SUBJECT:

Personal Services Agreement with Wallis Engineering for the 2023 Roadway Reconstruction Project (PMUF) (CI 22-008)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Wallis Engineering in the amount of \$352,769.22 for design services, preparation of bid documents, and construction services for the 2023 Roadway Reconstruction Project (PMUF) (CI 22-008).

EXECUTIVE SUMMARY:

To complete the next year of the 5-Year Pavement Maintenance Plan, Oregon City Public Works is requesting approval of an agreement with Wallis Engineering to provide services for the design process, solicitation of bids, and construction phase.

BACKGROUND:

Oregon City Public Works, using the 5-Year Pavement Maintenance Plan, has planned for the following roads to receive a maintenance treatment in the summer of 2023:

- Central Point Road (Skellenger Way to Boynton Street)
- Hood Street (Linn Avenue to east end)
- Ethel Street (Linn Avenue to east end)
- Leonard Street (Holmes Lane to Williams Street)

The project also includes the addition of sidewalks on Hood Street and Ethel Street to complete projects W82 and W58 found within the City's Transportation System Plan (TSP).

The 5 Year Pavement Maintenance Plan is funded by the Pavement Maintenance Utility Fund (PMUF) which has been in place since 2008.

The attached scope of work (Exhibit A) outlines the detail by which the project will move forward through the design process, solicitation of bids, and construction phase.

The anticipated schedule for the project is as follows:

- October 2022 to January 2023 – Design and Bid Documents
- February 2023 – Bid Advertisement
- March 2023 – Bid Opening
- April 2023 – Bid Award
- May 2023 – Contract Processing
- June 2023-September 2023 – Construction

Due to the size of this year's project, a request for proposal process was conducted and consultant services were advertised in the *Daily Journal of Commerce* on June 29, 2022, and July 1, 2022. Proposals were received on July 21, 2022.

Two consultants provided proposals: PACE Engineering and Wallis Engineering. A team of three reviewers used identified evaluation criteria to determine that Wallis Engineering scored the highest and was selected to negotiate a contract with the City of Oregon City.

Wallis Engineering is a consultant on the City's shortlist to complete design, prepare bid documents, and provide construction management services for transportation capital improvement projects.

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: \$352,769.22
 FY(s): FY 2022/23 & FY 2023/24
 Funding Source(s): PMUF

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

2023 Oregon City Roadway Reconstruction Project (PMUF) (CI 22-008)

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 **December 31, 2023**, 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 **three hundred fifty-two thousand, seven hundred sixty-nine dollars and twenty-two cents (\$352,769.22)**.

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
 13895 Fir Street
 Oregon City, OR 97045
 Attention: John M. Lewis

To Consultant:

WALLIS ENGINEERING, PLLC
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, 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:

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

By: _____

City Attorney

DATE: _____

P:\PublicWorks\CIP_PS_RFQ_RFP\CIP_Open\CI 22-008 2023 Oregon City Roadway Reconstruction Project PMUF\COMMISSION REPORTS\Contract v2.docx

City of Oregon City

GEOGRAPHIC INFORMATION SYSTEM

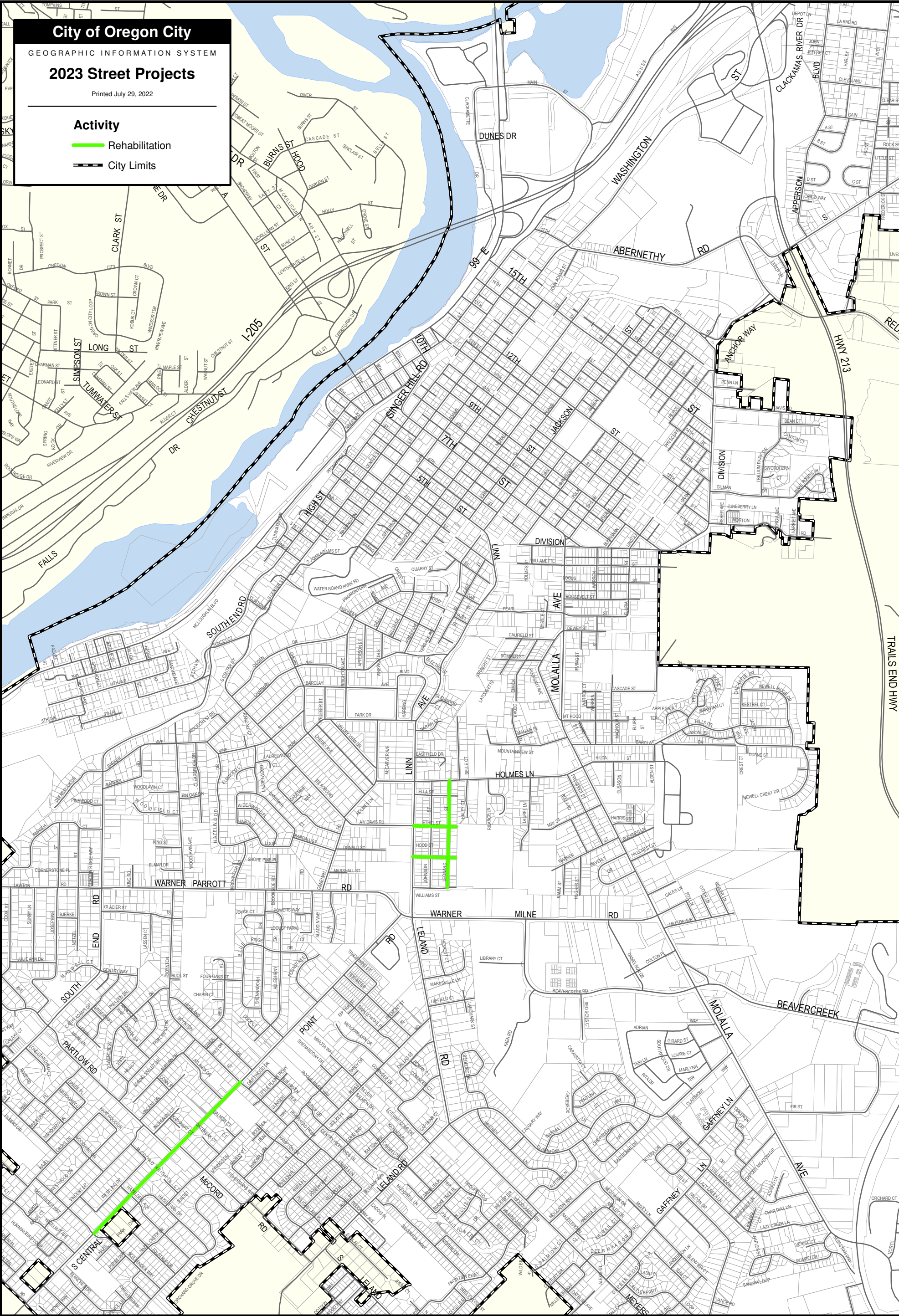
2023 Street Projects

Printed July 29, 2022

Activity

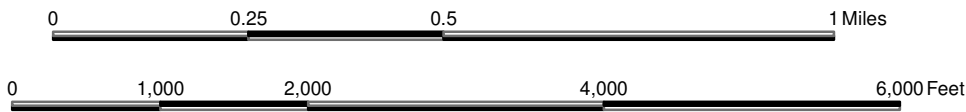
Rehabilitation

City Limits



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.

Please recycle with colored office grade paper.



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

Plot date: July 29, 2022

Plot name: PMUF - 2023 Rehab Projects Map - 20220729 - 11x17P.pdf

Map name: PMUF - 2023 Projects Map - 202207 - 11x17P.mxd

EXHIBIT A: SCOPE OF WORK

Oregon City | 2023 PMUF Paving Improvements
August 2022 | WE#1550A

PROJECT BACKGROUND

The City of Oregon City's (City) transportation system includes about 135 miles of City-owned surface streets of varying sizes and capacities, requiring periodic maintenance to keep them operational. The City established a Pavement Maintenance Utility Fee (PMUF) in 2007 to address maintenance needs for City streets. A portion of the fees collected are allocated to the reconstruction and/or resurfacing of existing roadways identified by the City as needing rehabilitation.

GENERAL SCOPE OF PROJECT

This project includes the evaluation of existing pavement conditions and the preparation of contract documents to solicit bids for pavement rehabilitation in areas of Oregon City. Minor utility maintenance upgrades and adjustments may also be completed as part of the project if found to be necessary in the specific project areas covered. The project will also include construction phase management, engineering, and inspection.

The City has identified multiple streets to receive pavement rehabilitation in 2023. Wallis Engineering will design rehabilitation improvements to the streets identified by the City based on available budget. To meet the requirements of recent Department of Justice rulings, pedestrian ramps at each intersection within the project areas will be evaluated and replaced if found to be out of compliance with current ADA requirements. A list of the identified streets and assumed rehabilitation improvements are provided below:

Street	From	To	Length (ft)	Proposed Improvement (assumed)	Existing Intersection Quadrants	Anticipated Curb Ramp Installations
Central Point Rd	Skellenger Way	Boynton St	3,230	Full Reconstruction	24	15
Leonard St	Williams St	Holmes Ln	1,620	2" Mill & Inlay	20	6
Ethel St	Linn Ave	End (East)	620	2" Mill & Inlay	10	7
Hood St	Linn Ave	End (East)	635	2" Mill & Inlay	10	7

Improvements will also include construction of new curb, sidewalk and the resulting drainage conveyance system between Linn Ave and the east end of both Ethel St and Hood St where such improvements do not currently exist.

CONTRACT DURATION

Contract term shall be from the date contract is fully executed until December 31, 2023.

PROJECT TEAM

Wallis Engineering will serve as the prime consultant for this project, leading a team of subconsultants to complete all the services identified in the specific scope of work. The project team is listed below, with the responsibilities which they will complete.

Consultant	Responsibilities
Wallis Engineering (Wallis)	Civil Engineering
S&F Land Services (S&F)	Surveying
GeoDesign Inc., DBA NV5 (GeoDesign)	Geotechnical Engineering

SPECIFIC SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Define Project Objectives

The project manager will coordinate with City Staff to define the project goals, locations, design criteria, quality control procedures, scope of improvements and the project schedule. These items will be included in the final scope of work.

1.2 Project Management and Administration

Provide management, coordination, and direction to the project design team to complete the project.

- Prepare project design schedules outlining design and deliverable milestones.
- Prepare monthly status reports and schedule updates to be included with consultant invoices.
- Coordinate project team meetings and prepare meeting agendas and meeting minutes. Coordinate the proposed improvements with TriMet and as necessary, including proposed bus stop closures and detours during construction.

This task assumes the following meetings:

- Project Kick-off Meeting
- 50% Design Review Meeting
- 90% Design Review Meeting

Assumption:

- Design phase of the project is assumed to be September 2022 – March 2023
- Construction phase is assumed to be June 2023 – October 2023
- City project manager or designees will complete all stakeholder coordination, public involvement, and lead and obtain all necessary permits unless described otherwise
- Meetings are assumed to be held at City offices; in person.

Deliverables:

- Final scope and schedule
- Monthly status reports and invoices
- Meeting agendas and minutes

TASK 2 DATA COLLECTION

2.1 Site Investigation and Data Collection

Review as-built/record drawings, existing mapping, aerial photos, GIS provided by the City and private utility providers, and survey information provided by the City. Conduct site investigation of the project

areas to verify mapping accuracy, examine the condition of catch basins and manholes and examine site drainage.

2.2 Surveys Performed by S&F Land Services

- Monument Research and Pre-Construction Monument Survey. S&F will conduct research of the project areas to determine the presence of existing monuments. Following this research effort, pre-construction surveys will be conducted and recorded with Clackamas County to record the location of all monuments within the project areas as needed.
- Topographical Survey. S&F will complete base map, surface and field topographic survey as needed to complete the final design of each curb ramp replacement as well as the new curb, sidewalk and drainage improvements proposed on Ethel and Hood Street. Survey limits for the proposed sidewalk improvements include from Linn Ave to the east end of both streets. Survey will include data collection of all above ground features, all utilities and identification of right-of-way and property lines. Up and downstream utility information will also be collected adjacent to the sites receiving new sidewalk to provide the necessary information for a proposed stormwater discharge connection to the existing stormwater system in the area.

2.3 Base Map Preparation

Prepare a project base map utilizing topographic survey information provided by the City or collected under other tasks, City GIS data, and field survey work. This base map will include edge of pavement, curb lines, and location of utilities as documented in the field based on utility locates, including valve boxes, manholes, catch basins, and other utility structures. The base map will also include the collected monument information and any topographic survey information collected.

2.4 Ramp Data Collection

Evaluate recently constructed ramps within the project limits for ADA compliance and document using the ODOT Curb Ramp Design Check List. A total of four (4) ramps are anticipated to be evaluated as the others appear non-compliant from a desktop review or do not exist.

2.5 Private Utility Coordination

Notify private utility providers of the proposed improvements and coordinate to determine if any private utility infrastructure improvements are planned in these areas. Maps of the project areas will be sent to each private utility. The maps will be followed up with phone conversations and a letter or email to each utility. If utility providers are planning improvements, Wallis Engineering will coordinate with the City regarding any scheduling impacts. It is anticipated that the first notification will be sent to all utilities by December 1, 2022.

Coordinate the relocation of utilities, as necessary; including the relocation of existing utility poles and overhead wires to accommodate the proposed curb and sidewalk improvements. Conflict letters will be sent with the 50% design and updated plans and construction schedule information will be sent at each subsequent deliverable. Up to two (2) meetings with private utility providers are anticipated to coordinate relocation efforts.

Assumptions:

- The City will provide City GIS in AutoCAD format, and available as-builts/record drawings for use by Wallis Engineering.

- The City will provide information on historical drainage issues and other proposed City utility needs including; all existing drainage, sewer and water structures requiring repair, modification or replacement.
- Approximately four (4) existing curb ramps will be evaluated for ADA compliance.
- No utility potholing will be completed by the Consultant. The City or Contractor, as part of the construction contract, will complete all potholing of existing public utility lines and services as necessary in project areas requiring full reconstruction or full depth reclamation to identify utility conflicts with the proposed reconstruction section.
- No topographical information will be collected for Central Point Rd or Leonard St. Finished roadway grades for full reconstruction areas will match existing topography and will be established by the Contractor. S&F will not provide construction staking and any required construction staking will be provided by the Contractor.
- Traffic control needs for surveying efforts are limited to in road work only on Central Point and estimated at \$2,000.

Deliverables:

- Pre-Construction Record of Surveys
- Project base map in AutoCAD format
- ADA compliancy documentation
- Utility contact list
- Informational letters and project notices to each affected utility

TASK 3 PAVEMENT EVALUATION SERVICES

GeoDesign will assist in evaluating pavement conditions, participate in discussions regarding rehabilitation treatment selection, and review the Pre-Design Memorandum prepared by Wallis Engineering. The specific scope of services includes the following:

- Participate in site visits to the street segments, together with City and Wallis Engineering representatives, to observe pavement conditions, discuss the findings, and assist in proposing an appropriate treatment. We assume a total of eight (8) hours for a site visit.
- Field locate core exploration locations, request One-Call locates, and obtain permits through the City.
- Complete a total of 15 core boring explorations:
 - Explorations up to three and a half (3.5) feet below ground surface or to refusal
 - Eight (8) cores on Central Point Road
 - Three (3) cores on Leonard Street
 - Two (2) cores each on Hood and Ethel Street
 - Patch holes by replacing the extracted asphalt core and covering the exploration with a Qwikdot (or similar) seal.
 - Conduct laboratory testing of moisture content from one sample from each exploration.
- Complete dynamic cone penetrometer tests (DCP) at each exploration location.

- Conduct GPR tests in the outside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on each street section being considered for rehabilitation including Leonard, Hood and Ethel Street.
- Conduct GPR tests in the outside, center and inside wheel track of the main travel lanes using a 2 GHz truck-mounted horn antenna on Central Point Road to confirm presence and limits of underlying concrete roadway materials.
- Review and discuss available traffic information and estimates with the project team for each street section. Existing pavement capacity and recommendations will be based on traffic information, sub-surface explorations, GPR, and DCP results.
- Provide recommendations for pavement rehabilitation.
- Provide recommendations for materials and construction.
- Complete a draft and final letter report.

Assumptions:

- All permitting requirements and fees will be completed by the City
- All field work will be completed between the hours of 8:00 AM and 5:00 PM
- No contaminated soils will be encountered

Deliverables:

- Field investigation findings summary letter
- Rehabilitation and reconstruction recommendations for each street segment, as applicable
- Construction material specification recommendations

TASK 4 DESIGN PHASE

4.1 50% Plans, Specifications Outline and Opinion of Cost

Plans will be prepared to 50% design level for pavement, curb ramp, utility improvements, as necessary, and new curb/sidewalk segments on Hood and Ethel Street. Drawing format will be AutoCAD Civil 3D 2020+, and will be prepared using standard City title block as provided by the City. Plans will include the following:

- Plans and detail sheets. Where necessary, more detail will be included such as centerline or curb line profiles as needed (if topographical survey is available), striping plans, utility improvement plans, erosion control plans and demolition plans. No street profiles will be included in the plan sheets unless necessary.
- Traffic control, phasing and coordination details.
- Erosion control plans prepared to meet City standards.
- The following is the anticipated list of plan sheets:

Description	Sheets	Running Total
Cover, Drawing Index	1	1
Legend, General Notes, Traffic Control Notes and Phasing	1	2
Typical Sections	2	4
Street Improvement Plan Sheet – Central Point Rd	5	9

Description	Sheets	Running Total
Street Improvement Plan Sheet – Leonard St	3	12
Street Improvement Plan Sheet – Ethel St	2	14
Street Improvement Plan Sheet – Hood St	2	16
Utility Improvement Plan Sheet – Ethel St	2	18
Street Improvement Plan Sheet – Hood St	2	20
Pedestrian Ramp Sheets	32	52
Details	5	57

A specification outline and 50% opinion of cost will be prepared.

4.2 90% Plans, Specifications and Opinion of Cost

90% plans will be prepared incorporating review comments from the City. Specifications will use City of Oregon City standards and the “2021 Oregon/APWA Standard Specifications for Public Works Construction”. Special Provisions will be prepared, as needed, to address project work not adequately covered in the Standard specifications and will include Special Provisions provided as part of the City’s Special Provision template. Wallis Engineering will attend one meeting to review City comments. Design will include:

- Horizontal design for rehabilitated and reconstructed surfaces including utility adjustments, street amenity relocations and striping provisions.
- Areas of curb replacement necessary to replace failed or missing curb segments.
- Curb and sidewalk improvements on Hood Street and Ethel Street.
- Storm Sewer improvements necessary to convey stormwater to existing storm sewer systems in the area as a result of constructing new curb improvements and concentrating existing runoff that historically sheet flowed to adjacent properties.
- Preparation of a downstream analysis memorandum summarizing the impact of the proposed storm sewer system proposed on Hood and Ethel Street to the existing storm sewer systems downstream. This will include a HydroCAD analysis of the proposed drainage basins on Hood and Ethel Street and the qualitative impact on the capacity of the existing system. Existing utility information will be used as available from asbuilts and the City’s GIS system
- Replacement/relocation of catch basins that interfere with ADA compliancy or as identified by the City.
- Permanent trench restoration limits as required for storm sewer improvements.
- Detailed curb ramp replacement improvements.

4.3 Final Plans, Specifications and Opinion of Cost

Final plans, specifications, and an opinion of cost will be prepared as a reproducible set incorporating review comments from the City.

4.4 MEF Documentation (Contingency Task)

Should any existing topography or utility structures preclude the installation of a fully ADA-compliant pedestrian curb ramp, Wallis Engineering will generate Maximum Extent Feasible (MEF) Documentation

recording the analysis, findings, and design decisions made for each curb ramp with non-compliant elements per recommendations stated in the PROWAG.

Assumptions:

- Of the 64 existing intersection quadrants within the proposed project areas, approximately 35 locations appear to require installation or reconstruction of pedestrian curb ramps based on a preliminary visual survey of existing geometry using aerial and street view software.
- The existing ramps on Partlow Road (2) constructed as part of the 2018 PMUF project and on Skellenger Way (2) constructed as part of the Eds Orchards development are assumed to be compliant based on the year of construction.
- All ramp reconstructions will be completed within the limits of the existing sidewalk and it is therefore assumed that adequate right-of-way is available for these reconstructions.
- Any Temporary Construction Permits, right of way acquisition or easements necessary to construct sidewalk outside of the limits of the existing sidewalk will be coordinated and obtained by the City.
- No walls will be required to construct infill sidewalk sections.
- No arborist support required for potential tree impacts.
- Signing and striping improvements will be limited to replacing the existing delineation and signs in like kind and location unless specifically noted. Crossing closure signs will be installed as necessary.
- Utility improvements will be limited to adjusting existing structures to grade, replacing frames and lids as identified by the City, replacing catch basins and lateral as identified by the City and a new storm sewer conveyance system required to convey concentrated stormwater flows resulting from the sidewalk improvements on Hood and Ethel Street. No other utility mainline replacements are anticipated.
- No stormwater improvements to address hydromodification or treatment will be required as part of these improvements.
- Traffic control plans included in the Contract plans will be limited to general notes and ODOT standard plans. No site-specific traffic control plans will be prepared. It is assumed that the Contractor will prepare detailed and site-specific traffic control plans.
- The City will provide legal review of all front-end bidding documents.
- Wallis Engineering will attend two review (2) meetings to address City comments. The hours and cost for these meeting is incorporated under Task 1.

Deliverables:

- Electronic versions of the 50%, 90% and final PS&E
- MEF Documentation (Contingency Task)

TASK 5 BIDDING SERVICES

Wallis Engineering will provide bidding services to the City, including responding to bidder's questions and preparing addenda (as needed). A summary sheet of all bidder questions and responses will be provided to the City following the opening of bids, or as requested.

Assumptions:

- City will distribute the contract documents, maintain a plan holder's list, and distribute addenda as needed.
- Wallis Engineering will not attend the bid opening.

Deliverables:

- Addenda (as needed)
- Bidder question and response summary sheet
- Recommendation of Award

TASK 6 CONSTRUCTION PHASE SERVICES

The Consultant will provide construction administration and inspection services with support from the City for additional inspection, public notifications and other coordination related items as needed.

Construction phase services shall include:

6.1 Construction Administration

- Conduct the pre-construction meeting with City staff, the Contractor and representatives of the utility companies to effectively communicate those areas of the project which will require special attention during construction.
- 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.

6.2 Construction Engineering and Field Inspection

- Review and respond to Contractor submittals, shop drawings, requests for information, notifications of differing site conditions, the 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 construction management oversight of the Contractor's work schedule and quality, coordinate construction tasks with City, public and other non-agency entities, and evaluate field design changes as necessary to complete the project. The budget assumes eight (8) hours per week for a twelve-week construction period.
- Attend weekly construction progress meetings as needed to address construction related issues.
- 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 40 hours per week for a twelve-week construction period and includes assistance with monthly progress payments and attendance of the weekly meetings. Daily inspection services can be supplemented or replaced by City Staff at the discretion of the City. Additional construction inspection support by the Construction Manager is assumed for four (4) hours per week for a twelve-week construction period.
- 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.
- Prepare record drawings for the improvements upon completion of construction.

- Complete an ADA Curb Ramp Inspection Form for each constructed ramp improvement on ODOT Form 734-5020B.

6.3 Post Construction Monumentation

S&F will complete a post-construction survey following construction completion which will be recorded with the County. The survey will include record of all monuments replaced during construction and the verified location of undisturbed monuments.

Assumptions:

- Inspection hours based on a twelve-week construction schedule at 40 hours per week.
- Construction staking services will be provided by the Contractor including any monument staking within the roadways (as needed).
- Quality Control testing will be provided by the Contractor.
- Post-Construction as-built survey will not be performed.
- Traffic control needs for surveying efforts are limited to in road work only on Central Point and estimated at \$2,000.

Deliverables:

- Monthly pay estimates and recommendations
- Submittal comments and response log
- Inspector's daily report and photos for each working day of inspection
- Weekly meeting minutes for each construction meeting
- Final Punch List and Recommendation of Final Acceptance
- Electronic version of As-built / Record Drawings
- ODOT ADA Curb Ramp Inspection Form for each constructed pedestrian ramp

P:\15\1550A OC 2023 PMUF Paving\100 Agmt\102 Working Docs\Prime\1550A Scope - Rev 1.docx

Fee Estimate
City of Oregon City | 2023 PMUF Paving Improvements
August 2022 | WE# 1550A

		EM4	EM2	PE1	SE3	SE2	T3	A6	A5	Wallis Labor	Expenses		Subconsultants		Total
													S&F	GeoDesign	Cost
		\$205.00	\$196.80	\$126.08	\$116.85	\$111.73	\$117.88	\$118.90	\$106.60						
Task 1	Project Management and Administration														
1.1	Define Project Objectives	1	6		4				2	\$ 2,066.40					\$ 2,066.40
1.2	Project Management and Administration	1	23	0	6	0	0	6	5	\$ 6,678.90	\$ 100.00		\$ -	\$ -	\$ 6,778.90
	TASK 1 SUBTOTAL	2	29	0	10	0	0	6	7	\$ 8,745.30	\$ 100.00	\$0	\$ -	\$ -	\$ 8,845.30
Task 2	Data Collection														
2.1	Site Investigation and Data Collection		8		24					\$ 4,378.80					\$ 4,378.80
2.2	Surveys Performed by S&F Land Services		4		4					\$ 1,254.60			\$ 60,566.00		\$ 61,820.60
2.3	Base Map Preparation		4	8	16		20			\$ 6,023.04	\$ 75.00	(M)			\$ 6,098.04
2.4	Ramp Data Collection		1		8					\$ 1,131.60					\$ 1,131.60
2.5	Private Utility Coordination	2	8	8	8	24				\$ 6,609.36					\$ 6,609.36
	TASK 2 SUBTOTAL	2	25	16	60	24	20	0	0	\$ 19,397.40	\$ 75.00		\$ 60,566.00	\$ -	\$ 80,038.40
Task 3	Pavement Evaluation Services		8							\$ 1,574.40				\$ 30,384.00	\$ 31,958.40
	TASK 3 SUBTOTAL	0	8	0	0	0	0	0	0	\$ 1,574.40	\$ -		\$ -	\$ 30,384.00	\$ 31,958.40
Task 4	Design Phase														
4.1	50% Plans, Specifications Outline and Opinion of Cost	4	44	24	140	24	120			\$ 45,691.24					\$ 45,691.24
4.2	90% Plans, Specifications and Opinion of Cost	6	32	16	100	8	60		4	\$ 29,622.92					\$ 29,622.92
4.3	Final Plans, Specifications and Opinion of Cost	4	20		40		24		4	\$ 12,685.52					\$ 12,685.52
4.4	MEF Documentation (Contingency Task)		4		12				1	\$ 2,296.00					\$ 2,296.00
	TASK 4 SUBTOTAL	14	100	40	292	32	204	0	9	\$ 90,295.68	\$ -		\$ -	\$ -	\$ 90,295.68
Task 5	Bidding Services		6		8				1	\$ 2,222.20					\$ 2,222.20
	TASK 5 SUBTOTAL	0	6	0	8	0	0	0	1	\$ 2,222.20	\$ -		\$ -	\$ -	\$ 2,222.20
Task 6	Construction Phase Services														
6.1	Construction Administration	0	24	0	4	0	0	0	2	\$ 5,403.80	\$ 40.00		\$ -	\$ -	\$ 5,443.80
6.2	Construction Engineering and Field Inspection	0	210	0	588	0	8	0	0	\$ 110,978.84	\$ 2,375.00		\$ -	\$ -	\$ 113,353.84
6.3	Post Construction Monumentation		2							\$ 393.60			\$ 20,218.00		\$ 20,611.60
	TASK 6 SUBTOTAL	0	236	0	592	0	8	0	2	\$ 116,776.24	\$ 2,415.00		\$ 20,218.00	\$ -	\$ 139,409.24
	Project Subtotal	18	404	56	962	56	232	6	19	\$ 239,011.22	\$ 2,590.00		\$ 80,784.00	\$ 30,384.00	\$ 352,769.22

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	\$ 239,011.22
Wallis Expenses	\$ 2,590.00
(M) = Mileage at current IRS Rate, (P) = Printing	
Subconsultants	
S&F	\$ 80,784.00
GeoDesign	\$ 30,384.00
NOTE: Fee includes 10% markup	
TOTAL BUDGET	\$ 352,769.22

RATE SCHEDULE

Rate Schedule good through December, 31, 2023

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$164.00	\$164.00
Senior Engineer	\$218.33	\$218.33
Engineering Manager I - VI	\$190.65	\$217.30
Project Engineer I - IX	\$126.08	\$183.48
Staff Engineer I - IV	\$105.58	\$119.93
Engineering Intern I - III	\$66.63	\$76.88
Designer	\$133.25	\$152.73
Construction Manager	\$143.50	\$143.50
Inspector	\$102.50	\$120.95
Technician I-IV	\$82.00	\$129.15
Administrative I – VI	\$51.25	\$118.90

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 7c.

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 7c.

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 7c.

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**

Item 7c.

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 7c.

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: Kendall Reid, Parks and Recreation Director

Agenda Date: 09/07/2022

SUBJECT:

Public Improvement Contract with Romtec, Inc. for the Mt. View Cemetery Restroom Replacement

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to executive the Public Improvement Contract with Romtec, Inc. in the amount of \$527,236.50 for the purchase and construction of the Mt. View Cemetery restroom.

EXECUTIVE SUMMARY:

Following Commission Goal 2 – Invest in Current and Future Capital Needs for Safe, Sustainable Infrastructure and City Services, the Parks Department began looking into the replacement of the restrooms at Mt. View Cemetery. The City contracted with SEA to develop an approach and layout for the replacement. Three designs were developed, and one has been selected. Romtec, Inc. has been selected to complete this project. The next steps will be demolition and preparation for the placement of the new restrooms.

BACKGROUND:

In 2018, the City staff walked Commissioners through the module pod Parks/Cemetery staff were working out of, the condemned shop building, and the restroom facility located at Mt. View Cemetery. Once it was determined that the Fir Street Operations Complex construction would be the solution for the housing of staff, that left the removal of the condemned building and restroom replacement. Staff were directed to find a solution to replace the non-ADA complaint restroom.

The Parks and Recreation Department chose to utilize the Keystone Purchasing Network (KPN), which is a national cooperative purchasing program and of which the City is a member. The KPN vendor Romtec, Inc. was selected to provide materials and labor for the installation of the new restrooms. Construction will occur in the Spring of 2023, and work is anticipated to completed by June 30, 2023. The contract award

value is five hundred twenty-seven thousand three hundred twenty-six and .50/100 dollars (\$527,326.50).

OPTIONS:

1. Authorize the City Manager to execute the contract.
2. Authorize the City Manager to execute the contract with specific medications.
3. Deny the contract. If the Commission chooses to deny the contract, staff requests direction on how to proceed.

BUDGET IMPACT:

Amount: \$527,326.50

FY(s): 2022/23

Funding Source(s): Capital Improvement Project Fund



**CITY OF OREGON CITY
PARKS DEPARTMENT**

**CONTRACT DOCUMENTS FOR THE
MT. VIEW CEMETERY RESTROOM
PROJECT**

September, 2022

**City of Oregon City
500 Hilda Street
971-204-4603
Oregon City, OR 97045
www.orcity.org**

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SECTION I – CONTRACT AGREEMENT

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SECTION I A **CONTRACT AGREEMENT**

This Agreement, made and entered into this ____ day of _____, 2022, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and **ROMTEC, 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: **MT. VIEW CEMETERY RESTROOM PROJECT** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Scope of Work Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law 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, 2022 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 1, 2022 Prevailing Wage Apprenticeship Rates dated July 1, 2022 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Romtec Preliminary Scope of Supply and Services Contract Drawings Romtec Terms & Conditions Addendum A Mt. View Cemetery Topographic Survey City of Oregon City Standard Details Technical Specifications 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents All items included within these Contract Documents.
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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 completed by June 30, 2023 as referenced in the Romtec Terms & Conditions Addendum A.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **Five hundred twenty - seven thousand two hundred thirty-six and 50/100 dollars (\$527,236.50).**

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

By: _____
Anthony J. Konkol III
City Manager

By: _____
Kendall Reid
Parks and Recreation Director

Approved as to Legal Sufficiency

By: _____
City Attorney

City Commission Award Date:

ROMTEC, INC.

Printed Name

By: _____
Authorized Signature

Title

Date

Address:

Federal Taxpayer ID Number

SECTION I B

PUBLIC IMPROVEMENT STANDARD CONDITIONS

1. Time of Completion. The City and the Contractor recognize that time is of the essence in this agreement, and the City may sustain damages if work is not completed within the contract time limit as stated or as adjusted during the life of the contract. It is agreed that the Contractor shall pay the City, as liquidated damages, but not as a penalty, the per diem amount listed in the Schedule of Liquidated Damages, as set forth in the contract documents, for each and every day elapsed in excess of the final contract time.

Permitting the Contractor to finish the work after the contract time has expired shall not be a waiver of any of the City's contract rights.

2. Payments, Statement of Compliance and Subcontractor Payments.

a. Contract Sum and City Payments.

The City shall pay to the Contractor, for the performance of this agreement, the amounts determined for the total supplied number of each of the specified units of work in the Schedule of Bid Items contained in the contract documents. The number of units contained in this schedule is understood to be approximate only, and that any item may be expanded, contracted, or eliminated by procedures contained in the contract documents.

b. Statement of Compliance.

Before any payment is made to the Contractor, the Contractor shall file with the City a statement, under oath, that it has complied with all provisions of state law governing contractors on a public contract. In addition, the Contractor shall file with the City a sworn statement by each of its subcontractors to the same effect.

c. Progress Payments and Retainage.

Partial payments may be made by the City on a monthly basis. Partial payments will be based on an estimate of the percentage of completion for the work. Progress payments shall not be considered an acceptance or approval of any of

the work or a waiver of any defects therein. The City may reserve, as retainage from progress payments, an amount not to exceed five percent of the payment. The Contractor shall have the right to have cash retainage deposited in an interest-bearing account, in accordance with ORS 279C.550. The City does not accept deposit bonds or securities in lieu of cash retainage.

d. Certified Payroll Statements.

The Contractor shall file certified payroll statements with the City at a minimum of once per month. Failure to do so shall result in the City withholding 25% of amounts due the Contractor, in addition to any other required retainage.

e. Final Payment.

The final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by this agreement. Not more than 30 days after final completion of the Work and the City's final acceptance of the work, which shall include the taking of final measurements of quantities, the City shall make its final payment to the Contractor. Retainage held by the City shall be included in, and paid to the Contractor, as part of the final payment. If the final payment is made more than 30 days after final completion and final acceptance, the City shall pay the Contractor interest at the rate of one and one half (1 - 1/2%) per month on the final payment, commencing 30 days after completion of the work by the Contractor and final acceptance of the Work by the City. To facilitate the City's inspection, the Contractor shall notify the City in writing when the Contractor considers the work complete.

f. Subcontractor Payments.

The Contractor shall pay the subcontractor for satisfactory performance under the subcontract, out of amounts that are paid by the City to the Contractor, within 10 days of the Contractor's receipt of such payments from the City.

If the Contractor, or a first tier subcontractor, fails to make timely payment to the subcontractor then the Contractor or first tier subcontractor shall owe the person the amount due plus an interest penalty beginning on the day after the required payment date and ending on the date on which payment is made, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first tier subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when the payment was received from the Contractor, a first tier subcontractor or City, but the rate of interest shall not exceed thirty percent (30%). The amount of interest may not be waived.

The subcontractor must provide in all contracts with lower tier subcontractors or suppliers a clause requiring that the subcontractor shall pay the lower tier subcontractors and suppliers in accordance with the provisions of the immediately preceding two paragraphs above.

Pursuant to ORS 279C.515(C), if the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the public contract as the claim becomes due, the proper officer or officers representing the City, may pay such claim to the person furnishing the labor or services and charge the amount of the

payment against funds due or to become due the Contractor by reason of the contract.

First tier subcontractors shall file certified payroll statements with the Contractor. Failure to do so shall result in the Contractor withholding 25% of amounts due the first tier subcontractor.

3. Insurance, Indemnity, Termination.

a. Insurance.

The Contractor shall maintain in force for the duration of this contract the insurance coverages specified below. Each policy required by these provisions shall be written as a primary policy, not contributing with or in excess of any coverage, which the City may carry. A copy of each policy or a certificate satisfactory to the City shall be delivered to the City prior to commencement of work.

Unless otherwise specified, each policy shall be written on an "occurrence" form with an admitted insurance carrier licensed to do business in the State of Oregon. Each policy shall contain an endorsement entitling the City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation.

In the event statutory limits of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limit coverage requirements specified below, the City shall have the right to require the Contractor to increase the Contractor's coverages to the statutory limit for such claims, and to increase the aggregate coverage to twice the amount of the statutory limit.

The adequacy of all insurance required by these provisions shall be subject to approval by the City. Failure to maintain any insurance coverage required by this contract shall be cause for immediate termination by the City.

i) Comprehensive General Liability.

The Contractor shall maintain a broad form comprehensive general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000. Coverage shall be for

bodily injury, personal injury or property damage. Such policy shall contain a contractual liability endorsement to cover the Contractor's indemnification obligations under this contract. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

ii) Comprehensive Automobile Liability.

The Contractor shall maintain a comprehensive automobile liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000 for bodily injury, personal injury or property damage. The coverage shall include both hired and non-owned auto liability. The policy shall also contain an endorsement naming the City, its officers, agents and employees as additional insureds, in a form satisfactory to the City, and expressly providing that the interest of the City shall not be affected by the Contractor's breach of policy provisions.

iii) Workers' Compensation Insurance.

The Contractor shall comply with the Oregon Workers' Compensation law by qualifying as a carrier insured employer or as a self-insured employer and shall strictly comply with all other applicable provisions of such law. The Contractor shall provide the City with such further assurances as the City may require from time to time that the Contractor is in compliance with these Workers' Compensation coverage requirements and the Workers' Compensation law.

b. Indemnification.

The Contractor shall indemnify and hold the City, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs (including attorney fees) and other costs of defense, arising out of or in any way related to the Work, the Contractor's failure to comply strictly with any provision of this contract, or any other actions or failure to act by the Contractor and the Contractor's employees, agents, officers, representatives and subcontractors.

In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

c. Termination and Suspension.

The City may terminate this contract or suspend the work at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest.

In the event the Work's suspension is not the result of a labor dispute and this contract is not terminated, the Contractor shall be entitled to a reasonable extension of the time for completion, to be determined by the City, and shall be compensated for all actual verified costs incurred as a result of the suspension, plus the Contractor's standard overhead with respect to such costs.

In the event of a termination of this contract under these provisions, the Contractor shall be compensated for any preparatory work and actual, verified costs and expenses incurred as a result of the termination. In addition the Contractor shall be compensated for the Work performed on the basis of the Contract Sum in the case of any fully completed separate item or portion of the Work for which there is a separate or unit price, and with respect to any other portion of the Work shall be paid a percentage of the Contract Sum allocated to such other Work equal to the percentage of Work completed to the date of termination.

None of the foregoing provisions concerning compensation in the event of a suspension of Work or termination of this contract shall apply if such suspension or termination occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this contract, including a determination by the City that the Contractor has not progressed

satisfactorily with the Work in accordance with specifications.

4. Liquidated Damages.

Unless provided elsewhere in the Contract documents, liquidated damages in the amount of \$250.00 per calendar day shall apply for every day after the completion time limit that the project is not Substantially Complete.

Permitting the Contractor to continue and finish the work after the contract time or adjusted contract time has expired shall not be a waiver of any of the City's contract rights.

Payment of liquidated damages shall not release the Contractor from any obligations to complete the work nor constitute a waiver of the City's right to collect any additional damages that the City may sustain by failure of the Contractor to fulfill the contract. Liquidated damages shall be full and complete payment only for failure of the Contractor to complete the work on time. The amount of liquidated damages accrued may be deducted from payments due or to become due to the Contractor.

A contractor who has been assessed liquidated damages in a contract with the City shall be ineligible to bid on contracts from the City for a period of five (5) years from the date that the liquidated damages have been assessed.

5. Work Schedule.

The Contractor shall notify the City Engineer a minimum of 48 hours prior to commencing work. The Contractor shall perform all work in an expeditious manner, minimizing delays and inconvenience to local businesses and/or residents.

6. Existing Utilities.

The Contractor shall be responsible for checking actual utility locations in the field and checking with appropriate agencies that may have underground facilities within the project limits. The Contractor shall notify utility companies at least 2 business days, but not more than 10 business days before commencing any excavations. The excavator shall notify a utilities notifications system of the date, location, and depth of the proposed excavation and the type of

work to be performed. Notifying a utilities notification system constitutes notice only to the participating members of that service. If no utilities notification system is available, or if the owner of the underground facilities is not a member of a utilities notification system, the excavator shall give the same notice to each owner of underground facilities who is known to the excavator or who can be identified and contacted by the excavator.

7. Materials.

All materials shall be as specified in the Technical Specifications, plans, noted or other technical descriptions included herewith, unless otherwise noted. The City reserves the right to sample and test all material according to specification requirements cited in this contract.

8. Traffic Control.

Maintenance of traffic and traffic control through the work area shall be the responsibility of Contractor. If Contractor fails at any time during the project to provide adequate access for local traffic, the City may, at the discretion of the City Engineer, and giving the Contractor four (4) hours' notice, perform the necessary work to restore traffic and deduct the cost of such work from the contract price. The provisions for traffic control shall perform the necessary work to restore traffic and deduct the costs of such work from the contract price. The following provisions shall be made for traffic control:

- a. All work done under this contract in the City's right of way shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as currently modified by the Oregon Department of Transportation.
- b. The Contractor shall insure that during non-work hours, that on-call staff is available to maintain all traffic control devices for the project. Both the City Engineer and the Chief of Police will be provided up to date contact information on these people. Failure to comply with this provision will cause the Contractor to be billed for any services required to be provided by City forces to

provide adequate protection to the traveling public during non-work hours.

- c. Traffic control and temporary protective and directional devices may be used outside the limits of the project when they have direct bearing on the work under contract.
- d. The Contractor shall consider at least the following factors in restricting traffic flow (consistent with notes above):
 - i) Emergency vehicle access.
 - ii) Sufficiency of traffic control personnel and devices.
 - iii) Prior warning to the public and residents.
 - iv) Notification to TriMet, School District, Post Office, garbage company, and City/County emergency dispatch agencies.
- e. At the pre-construction conference, the Contractor shall provide the name, address and telephone number of the individual responsible for project and construction traffic controls during non-working hours.
- f. The Contractor shall not interrupt access to any private driveway for more than three consecutive hours unless written permission has been given to the Contractor by the owner of the property affected. Advance notice of forty-eight hours shall be given by the Contractor to the affected landowners and residents.

9. Contractor's Use of Premises.

The Contractor shall exercise care to protect adjacent existing structures and property from damage. All debris and excess materials shall be removed and disposed at the direction of the City Engineer.

10. Control of Work.

All work done under this contract shall not be deemed complete until accepted by the City Engineer. The City Engineer shall decide any and all questions that may arise as to the quality

and/or acceptability of the materials used and/or work performed. Final approval and acceptance of any and all work performed under this contract shall be the responsibility of the City Engineer.

11. Contractor's Responsibility.

It is understood that the plans, specifications and other contract documents do not purport to control the method of preparing the work, but only the requirements as to the nature of the completed work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method of performing and installing the work included in the contract documents shall be deemed advisory only and the feasibility of such methods, or the lack thereof, shall not affect the Contractor's liability or status as an independent Contractor under this contract.

12. Plans and Specifications.

If there is a conflict between contract documents, the document highest in precedence shall control. The precedence shall be:

- First: Permits as may be required by law
- Second: Contract Agreement
- Third: Bidder's Proposal
- Fourth: Technical Provisions (Technical Specifications and Drawings)
- Fifth: General Requirements, General Conditions, and Supplementary Conditions

Change orders, supplemental agreements, and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans as modified by the General Requirements and Technical Provisions applicable to this Project.

13. Control of Contractor Work.

It will be the direct responsibility of the Contractor to furnish every subcontractor a complete set of project plans and ensure that these plans are on the project site and in use when the subcontractor is performing that portion of the project.

The Contractor shall be responsible for any process control sampling, testing, measurement,

and inspection needed to insure that the finished work complies with specifications. When density testing is required for assurance and/or acceptance testing, the Contractor shall furnish and operate the nuclear gauge or shall retain an independent testing firm to perform the compaction testing. The testing shall be conducted under the observation of the engineer and performed on all surfaces regardless of density requirements unless otherwise directed by the engineer. All test results shall be provided in written report form to the engineer.

The Contractor shall give the attention necessary to keep the work progressing at a rate satisfactory to the engineer. The Contractor shall provide, at all times, a competent superintendent for all work on the project. The superintendent shall be readily accessible on a daily basis, have a set of plans, specifications, special provisions, and addenda, and be experienced in the type of work being performed. The superintendent shall have the authority to receive and carry out, without delay, the engineer's instructions and orders and to make arrangements for necessary materials, equipment, and labor.

The Contractor shall allow the engineer access at all times, during normal office hours, to books and records of the Contractor and the Contractor's subcontractors that pertain to the contract, and furnish the engineer facts necessary to determine actual cost of any part of all of the work. The engineer will consider a request for confidentiality to protect trade secrets.

If the engineer is not provided proper facilities by the Contractor for keeping strict accounting of cost, then the Contractor agrees to waive any claim for extra compensation.

Contractor shall schedule work Monday through Friday only. Contractor shall establish a standard daily work schedule for hours to begin and end work that is acceptable to the City.

Contractor shall not trespass on private property nor shall they use business or residential garden hoses or water faucets without the written approval of the property owner(s).

14. Protection of City Property.

It is the Contractor's responsibility to protect sidewalks, asphalt paving, concrete, trees, shrubs, and any lawn areas at all times from work related damage of any type. Costs for cleaning, restoration or repair shall be borne by the Contractor, as the City may deem appropriate.

Should, during the course of Contractor's work, Contractor observe or suspect the presence of asbestos fiber, Contractor shall immediately stop work and notify the City of its findings. Should the project's schedule be delayed because of such findings, the Contractor will remove itself from the project and wait the City's order to return to work, at no penalty to the City.

Debris shall not be permitted to remain on site and shall be disposed daily and/or as directed by City.

It is the Contractor's responsibility to manage a safe work environment and Contractor shall take any means necessary to secure a safe work site for both the safety of all personnel and the public.

15. Contractor Identification.

Contractor shall furnish to City its taxpayer identification number as designated by the IRS.

16. Assignment.

Contractor shall not assign any rights acquired hereunder, without obtaining prior written approval from City.

17. Access to Records.

City shall have access to all books, documents, papers and records of Contractor that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

18. Ownership of Work Product; License.

All work products of Contractor 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 Contractor that is or could be protected by federal copyright, patent, or trademark laws, or

state trade secret laws, Contractor 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 Contractor under this Agreement. The parties expressly agree that all works produced 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. Contractor shall not publish, republish, display or otherwise use Work Products resulting from this Agreement without the prior written agreement of City.

19. Legal Expenses.

In the event legal action is brought by City or Contractor 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Nonwaiver.

The failure of City to insist upon or enforce strict performance by Contractor 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.

26. Information and Reports.

Contractor 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. Contractor 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 may remain with Contractor. Copies as requested shall be provided free of cost to City.

27. 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.

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SECTION I C
STATUTORY CONDITIONS TO CONTRACT AGREEMENT

ORS 279C.505(1)(a) CONTRACTOR shall make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the performance of the work provided for in such contract.

ORS 279C.505(1)(b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the contract.

ORS 279C.505(1)(c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

ORS 279C.505(1)(d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279C.505(2) CONTRACTOR shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In a public improvement contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279C.515(1) If the CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the CONTRACTOR or a subcontractor in connection with the public contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality, or municipal corporation or a subdivision, of the state, county, school district, municipality or municipal corporation, may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds

due or to become due the CONTRACTOR by reason of the contract.

ORS 279C.515(2) If the CONTRACTOR or a first-tier subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor owes the person the amount due plus interest charges that begins at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects, or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ORS 279C.520

(1) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or when the public policy absolutely requires otherwise, and in such cases, the contractor shall pay the employee at least time and a half pay for:

(a)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

(2) The CONTRACTOR shall comply with the

prohibition set forth in ORS 652.220, that compliance is a material element of the contract and that a failure to comply is a breach that entitles the contracting agency to terminate the contract for cause.

(c) The CONTRACTOR may not prohibit any of the contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

(3) CONTRACTOR shall give notice in writing to employees who work on a public contract, either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

ORS 279C.525 In addition to any other laws, rules, and regulations dealing with the prevention of environmental pollution and the preservation of natural resources, the following environmental and natural resources, laws, rules and regulations affect the performance of the contract:

- City of Oregon City Erosion Control Ordinance (Ref. Oregon City Municipal Code Chapter 17.47 Erosion and Sediment Control).

ORS 279C.530 The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association, or corporation furnishing medical, surgical and hospital care, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

ORS 279C.530(2) All employers, including CONTRACTOR, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and

provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CONTRACTOR shall ensure that each of its subcontractors comply with these requirements.

ORS 279C.545 Any worker employed by the CONTRACTOR shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the CONTRACTOR within 90 days from the completion of the contract, providing the CONTRACTOR has caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work and maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

ORS 279C.550 - 570 Retainage and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 - 570.

ORS 279C.570 The CITY shall make progress payments on the contract monthly as work progresses on the contract. Payments shall be based upon estimates of work completed that are approved by the CITY. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. The CITY shall pay to the CONTRACTOR interest if any payment becomes overdue.

ORS 279C.580

(1) CONTRACTOR shall pay first-tier subcontractors for satisfactory performance under subcontract out of amounts that are paid by the CITY to the CONTRACTOR within 10 days of CONTRACTOR's receipt of such payments from the CITY.

(2) CONTRACTOR shall provide first-tier subcontractors with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from CONTRACTOR.

(3) CONTRACTOR, except as otherwise provided in this paragraph, shall use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. CONTRACTOR may change the form or the regular administrative procedures used for processing payments if CONTRACTOR:

(A) Notifies the subcontractor in writing at least 45 days before the date on which the change is made; and

(B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(4) If CONTRACTOR does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, the CONTRACTOR shall pay the first-tier subcontractor an interest penalty as provided in ORS 279C.580(3)(d).

(5) The CONTRACTOR shall include this requirement as further detailed in the Special Provisions in all subcontracts worded appropriately to require prompt payment of said subcontractors to lower tier subcontractors. In addition, CONTRACTOR shall require a first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of ORS 279C.580(3) in each of its subcontracts and CONTRACTOR shall require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

ORS 279C.605 A notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the CONTRACTOR at any place the CONTRACTOR maintains an office or conducts business or at the residence of the CONTRACTOR. Notwithstanding the preceding, if the claim is for a required contribution to a fund of an employee benefit plan, the notice required by ORS 279C.600 must

be sent or delivered within 200 days after the employee last provided labor or materials.

ORS 279C.830(1) (1) The existing prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract is included in Section IX of these contract documents. The workers shall be paid not less than the specified minimum hourly rate of wage and CONTRACTOR shall pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works and include this requirement in all subcontracts.

(2) CONTRACTOR shall pay all workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840, and CONTRACTOR shall require this provision be included in all subcontracts.

ORS 279C.830(2) The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. CONTRACTOR shall:

(a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

(b) Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ORS 279C.845(7) If CONTRACTOR is required to file certified statements, the public agency **shall** retain 25 percent of any amount earned by the CONTRACTOR on the public works until the CONTRACTOR has filed with the public agency certified statements as required by ORS 279C.845. The public agency shall pay the CONTRACTOR the amount retained under this subsection within 14 days after the CONTRACTOR files the certified

statements as required by ORS 279C.845, regardless of whether a subcontractor has failed to file certified statements as required by this section.

no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in Writing.

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ORS 279C.845(8) CONTRACTOR shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before the CONTRACTOR may pay the subcontractor any amount retained under ORS 279C.845(7). CONTRACTOR shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by ORS 279C.845.

ORS 305.385(6) CONTRACTOR shall certify in writing, under penalty of perjury, that CONTRACTOR is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

ORS Chapter 701 CONTRACTOR shall certify that all subcontractors performing work described in ORS 701.005(2), i.e., construction work, will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under this contract.

OAR 137-049-0200(2). CONTRACTOR shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the CITY's prior Written consent. Unless otherwise agreed by the CITY in Writing, such consent shall not relieve CONTRACTOR of any obligations under the Contract. Any assignee or transferee shall be considered the agent of CONTRACTOR and be bound to abide by all provisions of the Contract. If the CITY consents in Writing to an assignment, sale, disposal, or transfer of CONTRACTOR's rights or delegation of CONTRACTOR's duties, CONTRACTOR and its surety, if any, shall remain liable to the CITY for complete performance of the Contract as if

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1. Required Insurance

The Contractor shall carry, at a minimum, insurance as specified in Section I B, Public Improvement Standard Conditions.

2. 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.

3. 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.

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COMPLIANCE WITH ORS 279C.840**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 _____

Printed Name of Bidder _____

Title _____

Business Name _____

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 _____

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

Business Name _____

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

Date

Signature of Bidder

Printed Name of Bidder

Title

Business Name

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

Signature of Bidder

Printed Name of Bidder

Title

Contractor Name

Contractor CCB #

Landscaping Subcontractor

Subcontractor LCB #

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 _____

Oregon City Business License No. _____

Metro Business License No.* _____

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 _____

Title _____

*NOTE: A Metro business license is sufficient to perform work for the City if 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.

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 _____

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

Business Name _____

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 403.200 to 403.250 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 _____

Signature of Bidder _____

Printed Name of Bidder _____

Title _____

Business Name _____

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SECTION II – BOND FORMS

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SECTION II **BOND FORMS**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Oregon City, State of Oregon, on _____, has awarded to _____, hereinafter designated as "Principal", a Contract for construction of _____, the terms and provisions of which contract are incorporated herein by reference, and;

WHEREAS, said Principal is required to furnish a bond in connection with this said Contract, providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or any other work or labor done thereon of any kind, the Surety of this body will pay the same to extend hereinafter set forth;

NOW, THEREFORE, we the Principal and _____, as Surety, are held and firmly bound unto the City of Oregon City, State of Oregon, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bond ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, if the above bounden Principal and all of his subcontractors shall promptly make payment to all persons supplying labor and material or amounts due in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation shall be void; otherwise, this obligation shall remain in full force and virtue; and if the bounden Principal or any of his subcontractors fail to promptly pay any of the persons or amounts due with respect to work or labor performed by any such claimant, the Surety will pay for the same, in an amount not exceeding the sum specified in this bond, and also in case suit brought upon this bond, a reasonable attorney's fee, to be fixed by the court; and this bond shall inure to the benefit of any persons so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The bond shall inure to the benefit of any/all persons, companies, and corporations entitled to file claims, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the Specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Attorney-in-Fact, Surety

Local Office Agency Name

Agent Name

Agent Address

Agent Phone Number

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, the City of Oregon City; of Oregon, on _____, _____, has awarded to _____ hereinafter designated as the "Principal", a Contract for construction of _____ the terms and provisions of which Contract are incorporated herein by reference, and;

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract;

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the City of Oregon City, State of Oregon, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, being one hundred percent (100%) of the Contract amount for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said Contract and any alterations made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City of Oregon City, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said Contract, the above obligation to the amount of _____ Dollars (\$ _____), shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Oregon City from loss or damage made evident during said period of one (1) year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the said sum of _____ Dollars, (\$ _____), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligations on this bond; and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

In the event the City of Oregon City or its successors or assigns, shall be the prevailing party in an action brought upon this bond, then in addition to the penal sum hereinabove specified,

we agree to pay to said City of Oregon City, or its successors or assigns, a reasonable sum on account of attorney's fees in such action, which sum shall be fixed by the court.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, _____, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

Attorney-in-Fact, Surety

Local Office Agency Name

Agent Name

Agent Address

Agent Phone Number



STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: _____ CCB # (if applicable): _____

We, _____, as principal, and _____, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this _____ day of _____, 20 _____

Surety by:

Principal by:

_____, (Seal)
Company Name

Name

Signature

Signature

Title (e.g. Attorney-in-Fact)

Title

Address

Address

City

State

Zip

City

State

Zip

**SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621**

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SECTION III – BOLI PREVAILING WAGE RATES

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BOLI PREVAILING WAGE RATES (PWR)

By this reference, the Oregon Bureau of Labor and Industries Prevailing Wage Rates are in effect for this contract. They can also be found online at <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. More specifically, they include the information in the table below.

<i>Prevailing Wage Rates for Public Works Contracts in Oregon</i>	<i>Effective July 1, 2022</i>
<i>Prevailing Wage Rates Apprenticeship Rates</i>	<i>Effective July 1, 2022</i>
<i>Prevailing Wage Rates Amendments</i>	<i>Effective April 1, 2022</i>
<i>Definitions of Covered Occupations for Public Works Contracts in Oregon</i>	<i>Effective July 1, 2018</i>

8/31/2022

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**SECTION IV – STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT**

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GENERAL CONDITIONS**1.0 STANDARD SPECIFICATIONS**

The Standard Specifications for this project shall be the “2021 Oregon Standard Specifications for Construction” prepared and amended by the Oregon Department of Transportation and the American Public Works Association, Oregon Chapter, which shall be incorporated into these Contract Documents and made a part hereof in their entirety except as amended by the Special Provisions. All provisions which are not so amended or supplemented remain in full force and effect.

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SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the Standard Specifications supplemented and/or modified as follows:

00110.20 Definitions – Make modifications to the list of definitions as follows:

Agency - Defined as the City of Oregon City

Bid Booklet – The bidding documents bound with the Solicitation Documents that contains the information identified in 00120.10.

Bid Proposal – The bidding forms included in Section II Bid Submittal Requirements of the Solicitation Documents as identified in 00120.10.

Bid Section – The portion of the Solicitation Documents labeled, Section II Bid Submittal Requirements.

Construction Contracts Unit – City of Oregon City Public Works Department.

Engineer – The City Engineer of the City of Oregon City, and/or its authorized representatives.

Second Notification – Written acknowledgement by the Engineer that all onsite work, except for those items listed in 00180.50(g), are complete.

Substantial Completion – The time at which all On-site Work (or a specified part thereof) is complete, in accordance with the Contract Documents and in the opinion of the Engineer, and can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.10 Award of Contract – Supplement this section with the following:

Remove the fourth paragraph beginning with “The Agency will provide Notice of Intent” and replace with the following:

The City will post the Notice of Intent to Award on its website at <http://bids.orcity.org/>.

00130.15 Right to Protest Award – Replace this section, except for the section number and title, with the following:

Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the Agency a written protest of the Agency's Intent to Award within seven (7) calendar days following the date of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

An aggrieved Bidder may protest an award only if the Bidder alleges, in its written protest, that it should have received the award because:

- All lower Bids are non-responsive;
- The Agency failed to conduct the Bid process as described in the Bid document;
- The Agency has abused its discretion in rejecting the protestor's Bid as non-responsive or non-responsible; or
- The Agency's evaluation of Bids or subsequent determination of award is otherwise in violation of ORS Chapter 279C or the Agency's public contracting rules.

The written protest must describe the facts that support the protest. The Agency may not consider late protests that do not describe facts that would support a finding that the Bidder is aggrieved for one of the reasons cited above.

00130.90 Notice to Proceed – Replace this section, except for the section number and title, with the following:

Notice to Proceed will be issued within ten (10) calendar days after the contract is executed by the Agency.

Should the Agency fail to issue the Notice to Proceed within ten (10) calendar days, the Contractor may apply for an adjustment of contract time according to Section 00180.80(c).

The Project Manager will issue a "First Notification" recording the date the Work commenced on the Project.

SECTION 00140 – SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications supplemented and/or modified as follows:

00140.30 Agency Required Changes in the Work – Replace the paragraph beginning with "Upon receipt of a Change Order....." with the following:

Changes in the work will be initiated by a Contract Change Order if the changes are significant as addressed in 00195.20(b) and/or if there are no applicable unit prices. If the changes are not significant and there are applicable unit prices, the work will be initiated by written direction from the Engineer.

Upon receipt of a Change Order or written direction from the Engineer, the Contractor shall perform the Work required. If the Work increases the total Contract Amount, the Contractor shall notify the Surety of the increase and shall provide the City with a copy of any resulting modification to bond documents. The Contractor's performance of Work pursuant to a Change Order or written direction from the Engineer shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work shall be made in accordance with 00180.80.

Add the following Section:

00140.31 As-Built Records – Contractor shall maintain a current and accurate record of the work completed during the course of this contract. This may be in the form of “as-built” drawings kept by accurately marking a designated set of the contract plans with the specified information as the Work proceeds.

Accurate, complete, and current “as-built” drawings are a specified requirement for full payment of the work completed. At project completion and as a condition of final payment, the Contractor shall deliver to the Project Manager a complete and legible set of “as-built” drawings.

The “as-built” drawings must show the information listed below. Where the term “locate” or “location” is used, it shall mean record of position with respect to both the construction vertical datum and either construction horizontal datum or a nearby permanent improvement.

1. Record location of underground services and utilities as installed.
2. Record location of existing underground utilities and services that are to remain and that are encountered during the course of the work.
3. Record changes in dimension, location, grade, or detail to that shown on the plans.
4. Record changes made by change order.
5. Record details not in the original plans.
6. Provide fully completed shop drawings reflecting all revisions.

00140.40 Differing Site Conditions – Add the following to this section:

The Contractor's attention is directed to the Proposal and the declaration made and signed therein concerning examination and investigation of the site. In no event shall "changed conditions" be deemed to include conditions that the Engineer determines would have been disclosed by examination of the site and/or review of “as-built” information and other records prior to bidding the project or by pot-holing during construction as discussed below. “As-built” plan sheets are available upon request.

It is critical that the contractor carefully inspect each manhole, structure, and other point of utility connection to verify the suitability of the Engineer's recommended connection method prior to excavation for that utility. The contractor's failure to adequately inspect each manhole and other points of connection directly accessible from the surface, and to pothole points of potential conflict, as agreed to with the Engineer, to verify the suitability of the recommended

connection method in advance of trenching or other excavation, shall invalidate any claims for delay and/or expenses that would not have otherwise been incurred.

When pot-holing is determined to be necessary, the Contractor shall complete the pot-holing before trenching or pipe installation is within 100 feet of the existing conflicting utility or impediment unless otherwise directed by the Engineer. Pot-holing to determine existing utility depths that may conflict with treated subgrade work shall be completed in the same fashion. Contractor shall report accurately the exact location and depth of same existing conflicting utility to the Engineer sufficiently in advance so that the designed horizontal and vertical alignment may be adjusted by the Engineer to accommodate conflicting existing utilities or impediments, where necessary, without inconvenience or delay of the work.

When a differing site condition as defined in Section 00140.40 occurs, the Contractor shall make no claims for payment adjustments for the first two (2) working days of delay associated with the differing site condition during which the Engineer attempts to design or coordinate a solution. The Contractor may make a request for contract time adjustment according to Section 00180.80(c).

Failure to call for locates in a timely manner, to discover or uncover an existing overhead or underground utility or other impediment, or to report its size, location and depth as specified herein, or failure to perform any of the aforementioned work in a timely manner to the Engineer's satisfaction, shall invalidate any claim of changed conditions or out-of-sequence work and shall invalidate any subsequent request(s) for extra payment therefore. Any additional work, including but not limited to excavation, pipe-laying, fittings, re-laying of pipe or reinstallation of appurtenances that the Engineer determines to be required as a result of the Contractor's failure to perform any of the work required by this section, shall be entirely at the Contractor's expense.

00140.90 Final Trimming and Cleanup – Add the following bulleted items:

- The Contractor shall replace existing landscaping or other surfacing damaged during construction. All restorations shall meet the Engineer's approval.
- The Contractor shall remove and clean up erosion and sediment controls needed to stabilize the Project Site.

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.10(a) Order of Precedence – Add the following bulleted items after the “Contract Change Orders” bulleted item:

- Permits from governmental agencies;
- The public improvement contract;
- Addenda (if issued);
- Bid Proposal;

00150.15(b) Agency Responsibilities – Replace this subsection, except for the subsection number and title, with the following:

The Agency will not establish any principal grades or lines.

00150.15(c) Contractor Responsibilities – Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall be responsible to furnish all principal lines, grades, and measurements as needed to construct the work per the requirements outlined in Section 00305.

00150.20(a) Inspection by the Engineer – Supplement the first paragraph with the following:

The Contractor shall notify the Engineer a minimum of one working day in advance for inspection of all portions of the Work.

00150.30 Delivery of Notices – Supplement this section with the following:

Notices may also be delivered electronically by email or through a confirmed facsimile transmission. Notices transmitted electronically shall be delivered, if to the Agency, to the office and attention of the Engineer and, if to the Contractor, to the office and attention of the Contractor's superintendent.

00150.30 Delivery of Notices – Delete the fifth and sixth paragraphs, including associated bullets, beginning with "For purposes of this Subsection" and ending with "8:00 a.m. PST on the next business day."

00150.50(b) Agency Responsibilities – Add the following paragraph:

The locations, depth, and description of existing utilities shown were compiled from available GIS mapping, records, and/or field surveys. The Engineer or Utility Companies do not guarantee the accuracy or the completeness of such records. Additional utilities may exist in the project area.

00150.50(c) Contractor Responsibilities – Add the following bulleted items:

- Verify all utility locations prior to construction. Pothole as shown on the Contract Plans and/or as necessary to provide such verification, and arrange for the relocation of any utilities in conflict with the proposed Work.
- Support and protect pipes, conduits, and other services where they cross an open excavation.

00150.50 Cooperation with Utilities – Add the following Section:

(f) Utility Information: The following organizations have utilities within the limits of the Project. Relocation work is not anticipated beyond the work outlined below:

Utility

1. Oregon City Public Works

13895 Fir Street

Oregon City, OR 97045

Water System Contact: Kevin Hanks, khanks@orccity.org

Sanitary and Storm System Contact: Eric Hand, ehand@orccity.org

Street System Contact: Jayson Thornberg, jthornberg@orccity.org

971-204-4600 Office

2. Portland General Electric

1705 NE Burnside Road

Gresham, Oregon 97030

Contact: Ross Cichosz

Design & Crew Coordination Manager

Ross.Cichosz@pgn.com

503-669-3331 phone

3. NW Natural

20285 SW Cipole Road

Sherwood, OR 97140

Contact: Rich Girard, P.E.

r2g@nwnatural.com

503-226-4211 x2967 phone

360-921-0314 mobile

4. LUMEN (CenturyLink)

4501 NE Minnehaha St., Bldg 2

Vancouver, WA 98661

Contact: Don Sheeran

donal.sheeran@lumen.com

relocations@lumen.com

564-888-2020 phone

503-442-0483 mobile

5. Comcast

7900 NE Killingsworth Street

Portland, OR 97218

Contact: Caleb Giles

503-813-0458 phone

360-316-1031 cell

Caleb_Giles@comcast.com

6. **Clackamas County**
 Transportation Maintenance – Signal Operations
 902 Abernethy Road
 Oregon City, Oregon 97045
 Contact: Jonathan McDowell
jonathanMcD@co.clackamas.or.us
 503-970-8989

7. **Clackamas Broadband Exchange**
 CBX Program Manager
 Oregon City, Oregon 97045
 Contact: Duke Dexter
 503-722-6663
DDexter@clackamas.us

8. **Beaver Creek Telephone/DirectLINK**
 Consolidated Business Services (CBS)
 Contact: Eric Kheler
 503-266-8223
Eric.kehler@cbsoregon.com

9. **Zayo Group**
 18110 SE 134th St, Bldg One, Ste 100
 Vancouver, WA 98683
 Contact: Brian Davidson
Brian.davidson@zayo.com
 360-558-4215 phone

10. **Lightspeed Networks**
 921 SW Washington St, Ste 370
 Portland, OR 97205
 Contact: Winfried Vogt
wvogt@lsnetworks.net
 503-414-0475 phone
 503-936-8107 cell

The following organizations may be adjusting utilities within the limits of the Project during the period of the Contract with Relocation Work estimated to be completed by the following dates (times). The Contractor shall contact the Engineer to view the preliminary Utility Relocation Plans.

The Contractor shall not be entitled to any additional compensation due to the presence of or interference, delays, or expense caused by said existing utilities.

The Agency assumes no responsibility as to the exact location of the utilities and/or omission from the plans. Existing utilities damaged by the contractor shall be repaired or replaced at Contractor's expense.

The Contractor may also need to coordinate work efforts with the following organization:

B&B Leasing (Garbage)
503-656-8403 phone

TriMet (Public Transit)
503-238-7433 phone

Oregon City School District (Bus Transportation)
1417 12th Street
Oregon City, Oregon 97045
503-785-8000

This Project is located within the Oregon Utility Notification Center area, which is a utilities notification system for notifying owners of utilities about Work being performed in the vicinity of their facilities. The utilities notification system telephone number is 1-800-332-2344 or 811 in Oregon.

00150.60(a) Load and Speed Restrictions for Construction Vehicles and Equipment –
Supplement this section with the following:

The Contractor shall follow an approved truck route when hauling all materials and equipment beyond the limits of the Project Site. The proposed truck route to be used by the Contractor shall be submitted to the Engineer for review and approval prior to the start of work.

00150.70 Detrimental Operations – Add the following to the end of this Section:

Portions of this project will be constructed in close proximity to existing private improvements. All private improvements disturbed by the Contractor's operations shall be repaired or replaced to equal or better condition at the Contractor's expense. In addition, prior to construction, the Contractor shall provide to the Engineer videotape showing private property, which may be disturbed during construction.

Add the following section:

00150.75(a) Maintaining Cleanliness – The Contractor shall be responsible for maintaining cleanliness within the work zone, including removing the Contractor's refuse, equipment, and materials from all areas outside the staging area by the end of each work day. The Owner will provide one notification to the Contractor that a specific area shall be cleaned. If the Contractor does not remove their refuse and unused materials from an area by the end of the work day, the Owner will complete this work. The cost of the Owner's work to remove the Contractor's refuse from an area will be at the Contractor's expense, in accordance with Section 00180.15.

Add the following section:

00150.81 Correction of Work Before Final Payment – The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects, and that the Work will conform to the requirements of the Contract Documents. Work failing to conform to these requirements shall be deemed defective. Contractor shall promptly remove and replace all defective materials, equipment, and Work as determined by the City, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the City, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

00150.95 Final Acceptance – Add the following:

Once the construction work is complete, all systems are operable, and final inspection discloses no deficiencies, the following documentation shall be delivered to the Engineer:

- Special guarantees and bonds;
- Separate waivers of liens for subcontractors, suppliers, and others with lien rights against property of the owner;
- Final pay estimate;
- Evidence that the Maintenance Bond will remain in effect for one year following the date of Final Acceptance;
- Red-lined as-built drawings showing locations of all improvements constructed as part of this project.

00150.96 Maintenance Warranties and Guarantees – Add the following paragraphs:

The Contractor shall provide a 100% Maintenance Bond for a period of one year from the date of final acceptance by the Agency. A surety licensed to do business as a surety in the state of Oregon shall provide the Maintenance Bond.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Agency of all claims and all liability to the Contract other than claims in stated amounts as may be specifically excepted by the Contractor in writing prior to the request for final payment for all things done or furnished in connection with this work and for every act and neglect of the Agency and its agents and others relating to or arising out of this work. However, any payment, final or otherwise, or any acceptance, shall not release the Contractor or its sureties from any obligations under the Contract Documents or the Performance and Payment Bonds or diminish the Agency's rights under the guaranty provisions.

In addition to and not in lieu of any other warranties required under the Contract, make all necessary repairs and replacements to remedy, in a manner satisfactory to the Engineer and at no cost to the Agency, any and all defects, breaks, or failures of the Work occurring during the specified warranty period due to faulty or inadequate materials or workmanship. Repair damage

or disturbance to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing his duties and obligations under this Contract when such defects or damage occur within the warranty period. The one-year maintenance period required shall, with relation to such required repair, be extended one year from the date of completion of such repair.

If Contractor, after written notice, fails within ten (10) days to proceed to comply with the terms of this section, Agency may have the defects corrected, and Contractor and Contractor's Surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the Engineer, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the Engineer to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.10(b) Approval of Quantity of Materials Ordered – Remove and replace the first paragraph with the following:

Materials quantities shown on the Plans, or indicated by quantities and Pay Items, are subject to change or elimination. The Contractor is responsible for payment for excess Materials delivered to the Project Site or storage sites. Unless otherwise specified in the Contract, the Agency will not be responsible for:

00160.50(b) Waste, Excess, and By-Product Materials – Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specified by the Engineer, all waste, excess, and by-product materials resulting from the Work are the property of the Contractor and are to be removed from the site. The cost of removal and disposal of waste, excess, and by-product materials will be incidental to applicable pay items, and no additional payment will be made for such removal.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.10(d) Agency’s Payment of the Contractor’s Prompt Payment Obligations – Delete the word “ODOT” from the second sentence.

00170.70(a) Insurance Coverages – The following insurance coverages and dollar amounts are required pursuant to this subsection:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$2,000,000	\$4,000,000
Commercial Automobile Liability	\$2,000,000	\$4,000,000

00170.70(d) Additional Insured – Replace the first sentence of this subsection with the following:

The liability insurance coverages of 00170.70(a) shall include an Additional Insured Endorsement specifying the following as Additional Insureds, but only with respect to the Contractor’s activities to be performed under the Contract:

- The City of Oregon City and its officers, agents, and employees

00170.70(g) Certificate(s) of Insurance – Replace the first bullet with the following:

- The City of Oregon City and its officers, agents, and employees

00170.72 Indemnity/Hold Harmless – Add the following paragraph and bullets to the end of this section:

Extend indemnity and hold harmless to the Agency and the following:

- The City of Oregon City and its officers, agents, and employees

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.06 Assignment of Funds Due under the Contract – Delete the first bulleted item and replace with the following:

- The assignment request is made on a form acceptable to the Agency;

00180.10 Responsibility for Contract – Add the following sentence to the end of this Section:

Action by the Agency under this provision will not prejudice any other remedy it may have.

00180.15 Agency's Right to Do Work at the Contractor's Expense – Supplement this Section with the following:

As described in Section 00150.75(a), the Agency will complete clean-up of the Contractor's refuse at the Contractor's expense.

00180.21 Subcontracting – Delete the last sentence of the second paragraph and delete the two bulleted items from part (a); delete the sixth (6) bulleted item from part (c) and replace with the following:

- The disclosed Subcontractor does not hold a license from the Construction Contractor's Board or Landscape Contractor's Board, as appropriate, and is required to be licensed by the board;

00180.22 Payments to Subcontractors and Agents of the Contractor – Delete the second paragraph in its entirety.

00180.31 Required Materials, Equipment and Methods – Add the following sentence to the beginning of this Section:

The Agency is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final.

00180.40(a) In General – Add the following bulleted items:

- Limit hours of construction to between 7:00 AM to 6:00 PM, Monday through Friday for all project segments. Construction in all project areas is prohibited on Saturday or Sunday. Work outside of these hourly limits may only be performed when specifically noted in the Contract Documents or approved in writing by the City.
- Construction vehicles shall park on the construction site or at a location approved by the City or private property owner. Contractor parking shall not interfere with the everyday operations of the businesses surrounding and/or adjacent to the project area.
- Clean up the project area and leave it in a neat and secured manner at the end of each workday. Backfill or cover all open excavations with pinned steel sheets capable of supporting traffic loads.
- In no way shall the Contractor's employees or subcontractors drive, step, work, or otherwise encroach upon private property, unless approved in writing by both the City and the private property owner.
- Provide the Agency Project Manager with a 24-hour emergency contact person's name and telephone number.

Add the following subsections:

00180.40(c) Specific Limitations – Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Section
Cooperation with Utilities	00150.50
Contract Time to Complete Work	00180.50
Traffic Lane Restrictions	00220.40(e)
Maintenance Under Traffic.....	00620.43

00180.41 Project Work Schedules – Supplement this section as follows:

A Type B schedule as detailed in the Standard Specifications is required in this Contract.

Add the following paragraphs:

The Contractor shall submit an updated project work schedule with all pay requests unless approved otherwise in writing by the Engineer. Payments to the Contractor may be held or delayed until an updated schedule has been received.

The Project Work schedule shall also address the sequencing of critical activities and shall identify the critical path for the project, critical milestones in accomplishing the work, and fixed completion dates for those milestones.

Add the following sections:

00180.41(i) Weekly Schedule – Submit a weekly progress schedule to Engineer at each weekly meeting. At a minimum, the schedule shall include the following:

- Actual work completed during the previous week alongside the previously submitted weekly schedule;
- Work to be completed during the current week;
- Tentative work to be completed during the second week;
- Summary of any work elements shown on the schedule which fall behind the current overall project schedule and a summary of corrective actions that the Contractor will utilize to regain the overall project schedule.

00180.41(j) Customer Service Element to Construction Schedule – Construction will be executed with the highest level of customer service. Critical to that effort is planning of work sequence to minimize disruption and inconvenience to residents and commuter traffic. As a supplement document to the Contractor's construction schedule, the Contractor shall submit, prior to the pre-construction conference, a plan to the Engineer that identifies: construction sequencing and timing, expected disruptions to residents, and a public safety plan that explains procedures on how the Contractor will maintain safe continuous ingress and egress for pedestrians and vehicular traffic including personal use by residents, mail and newspaper delivery, garbage collection, and other daily deliveries, as applicable.

00180.42 Preconstruction Conference – Supplement this section with the following:

The Contractor is required to contact the Agency to schedule the preconstruction conference.

In addition to the Contractor, the intended project superintendents, subcontractor foremen and major suppliers – those who will actually be involved in construction activities – should attend the preconstruction conference. The Contractor must be prepared for a thorough discussion and review, as well as revision, which may be deemed necessary in the opinion of the Engineer, of the following:

(Note: These materials SHALL be brought to the preconstruction conference for discussion followed by Engineer review. Some items may also require submittal in advance of the preconstruction meeting per the specifications.)

- Contractor's plan of operation and progress schedule
- List of 24 hour emergency phone numbers for the project manager, site foreman, and traffic control supervisor
- List of subcontractors, including names, addresses, and phone numbers
- List of quality control subcontractor(s), including name(s), address(s) and phone number(s)
- List of materials fabricated or manufactured off the project
- Material sources for the project
- Names of principal suppliers
- Detailed equipment list
- "Project Labor List" for all employee classifications anticipated to be used on project
- Cost percentage breakdown for lump sum bid item(s)
- Shop drawings (bring preliminary list)
- Traffic Control Plans
- Truck Routes
- Erosion and Sediment Control Plan
- Pollution Control Plan
- Proposed site for waste material disposal and any necessary permits required for placing this material
- Proposed truck haul route
- Time schedule for relocations, if by other than Contractor (coordinate with utilities)

During the preconstruction conference, be prepared to discuss the following items:

- Bonds and Insurance
- Weekly project meetings – schedule and responsibilities

- Provision for inspection for materials from outside sources
- Responsibility for locating utilities
- Responsibility for damage
- Time schedule for relocations, if by other than Contractor (coordinate with utilities)
- Compliance with Contract Documents
- Hours of work
- Acceptance and approval of work
- Labor compliance, payrolls, and certifications
- Safety regulations for Contractor's and Owner's employees and representatives
- Suspension of work, time extensions
- Change order procedures
- Progress estimates – procedures for payment
- Special requirements of funding agencies
- Construction engineering, advance notice of special work
- Any interpretation of the Contract Documents requested by the Contractor
- Any conflicts or omissions in the Contract Documents
- Any other problems or questions concerning the work
- Processing and administration of public complaints
- Rights-of-way, Easements, and Temporary Construction Easements

In addition to the preconstruction conference, the City reserves the right to require the Contractor to attend a construction kick-off public open house/presentation wherein the Contractor shall be prepared to present and discuss all elements of the project's construction with the general public.

00180.43 Commencement and Performance of Work – Add the following bulleted item to the end of this Section:

- Conduct the Work at all times in a manner and sequence that will ensure minimal interference with traffic. The Contractor shall not begin Work that will interfere with work already started. If it is in the City's best interest to do so, the City may require the Contractor to finish a portion or unit of the project of which work is in progress or to finish a construction operation before work is started on an additional portion or unit of the project.

Add the following Section:

00180.44 Weekly Construction Meetings – Schedule and coordinate weekly construction progress meetings between the Contractor, Agency Project Manager, Engineer, utilities, subcontractors, and subconsultants to discuss project schedule, payment, and other issues.

Create and record meeting minutes for each weekly construction meeting. Provide copies of meeting minutes to all parties in attendance prior to the next regularly scheduled meeting. Meeting minutes shall include a running summary of topics discussed at previous weekly meetings.

00180.50 (b) Kinds of Contract Time – Replace this section in its entirety with the following: The contract timeline starts 15 days after notice to proceed. The completion date must be prior to June 30, 2023.

00180.50 (b) Contract Time – The Contract Time shall be based on calendar day calculation and shall be **80** days from the Beginning of Contract Time as stated in 00180.50(c).

00180.50(d) Recording Contract Time – Replace this section in its entirety with the following:

00180.50(d) Recording Contract Time – On Contracts with Calendar Day counts, recording of contract time shall be the responsibility of the Contractor and the Engineer but should not deviate from the provisions of 00180.50 without written Notice of Delay as stated in 00180.60 and written agreement by the Engineer for an adjustment of Contract Time in accordance with 00180.80. All written contract amendments (Change Orders) shall include documentation of time increase and decrease.

00180.50(g) End of Contract Time – Replace this section, except for the section number, with the following:

When the Project Manager determines that the On-Site Work has been completed, including all minor corrective punch list work items and Final trimming and clean-up tasks (see 00140.90), the Engineer will issue a Second Notification.

The Second Notification will list:

- Equipment to be removed from the Project Site;
- Required submittals, including without limitation all required certifications, bills, forms, warranties, Contractor asbuilt drawings, certificate of insurance coverage, extended reporting per 00170.70(b), and other documents required to be provided to the Project Manager before the Third Notification will be issued.
- Final progress payment request.

The Contractor shall complete all tasks listed in the Second Notification within the contract time unless otherwise agreed upon by the Engineer in writing.

Liquidated Damages will be assessed in accordance with Section 00180.85 of the Standard Specifications and these Special Provisions if the Second Notification tasks are not completed within the contract time, unless otherwise agreed upon by the Engineer in writing.

00180.80(d) Basis for Adjustment of Contract Time – Add the following bulleted item immediately following the sentence “The Engineer will not consider requests for adjustment of Contract Time based on any of the following:”

- Delays that are the result of the Contractor’s scheduling and coordination with their own subcontractor(s), but which have occurred following delays that are outside of the Contractor’s control as determined by the Engineer.

00180.85(b) Liquidated Damages – Replace items (1) and (2) with the following:

The liquidated damages for failure to complete the Work on time are identified in item 4 of the Oregon City Public Improvement Standard Conditions made a part of this Contract.

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20(f-2) Scale Without Automatic Printer – Add the following sentence after the first paragraph:

Pay costs for the weigh witness at \$35.00 per hour.

00190.20(g) Agency-Provided Weigh Technician – Add the following paragraph after the bullet list:

Pay costs for the weigh technician at \$35.00 per hour.

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.20(b) Significant Changed Work – Replace the first two paragraphs with the following:

If the changes completed under Section 00140.30 significantly alter the character, unit cost, or lump sum cost of the Work, the Agency will adjust the Contract. The Contractor shall not be entitled to compensation for any loss in profits resulting from elimination of, reduction of, or other change to a part of the Work.

Any adjustments will be established under the procedures set out in Section 00196 for determining rates for Extra Work, but those procedures shall account for the decrease or elimination of Work as well as for increases in the Work.

00195.50(b) Retainage – Replace the first paragraph with the following:

The amount to be retained from progress payments will be 5% of the value of the Work accomplished. No retainage will be withheld from Work performed as Force Account Work, escalation/de-escalation, bonuses, or other items decided by the Agency.

00195.50(c)(1) Cash, Alternate A – Replace this section in its entirety with:

Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

If the Contractor submits a request in writing to the Agency, the Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(4). Interest earned on the account shall accrue to the Contractor. Interest shall only accrue to the Contractor following payments made by the Agency after receipt of the written request. Amounts retained and interest earned will be included in the final payment made according to 00195.90.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.90(d).

00195.50(d) Release of Retainage – Replace the first two paragraphs of this subsection with the following paragraph:

Release of the amounts retained under (b) above will only be considered for Pay Items that have been satisfactorily completed, and within contracts for which the City has issued Final Acceptance. The City will release retainage with final payment to the Contractor, as described in the City's Standard Conditions.

00195.60 Advance Allowance for Materials on Hand – Delete this section in its entirety.

00195.70(a) Termination for Default – Replace the second, third and fourth paragraphs with the following:

Upon completion of the Project, the Engineer will determine the total amount that the defaulting Contractor would have been entitled to receive for all of the Work, under the terms of the Contract, had the Contractor completed the Work (the "cost of the Work").

If the cost of the Work, less the sum of all amounts previously paid to the Contractor, exceeds the expense incurred by the Agency in completing the Work, including without limitation expense for additional managerial and administrative services, the Agency will pay the excess to the Contractor, subject to the consent of the Contractor's Surety, but only to the extent that such excess is applied to Work performed by Contractor prior to the date of termination or to reimburse payments made by the Contractor or its surety to complete the Work.

If the expense incurred by the Agency in completing the Work, including, without limitation, expense for additional managerial and administrative services, exceeds the cost of the Work less

the sum of all amounts previously paid to the Contractor, the Contractor or the Contractor's Surety shall pay to the Agency the amount of the excess expense.

00195.80(b-1) Formula – Replace this subsection, except for the subsection number and title, with the following:

“The Agency will apply the following formula in determining the Contractor's allowance for Materials left on hand:

Contractor's Actual Cost, plus 5% Overhead Allowance but no markup or profit.”

00195.80(b-2) Conditions – Add the following bulleted item to this list:

- Demonstrates to the satisfaction of the Engineer that the Materials cannot be returned for credit or otherwise disposed of on the open market.

SECTION 00196 – PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications supplemented and/or modified as follows:

00197.01 General – Supplement this section with the following:

Force account work performed by Subcontractors will be measured and paid for on the same basis and in the same manner as for the Contractor.

Failure to present documentation of Force Account Work in proper form within thirty (30) days after the close of the month in which the work covered was performed shall constitute a waiver on the part of the Contractor or Subcontractor's right to present such claim thereafter or to receive payment thereof.

The Contractor shall submit a proposed operation plan for performance of the Force Account Work that includes materials, equipment, and labor. The contractor shall obtain approval for Subcontractors used on Force Account Work.

00197.20(a) General – Supplement this section with the following:

The Contractor shall provide applicable copies of the “Blue Book” rates to the Engineer at no cost to the Owner. Costs for the Owner to obtain copies of the “Blue Book” if not provided by the Contractor will be deducted from the payment to the Contractor.

00197.20(c) Rental Rates (without Operator) – Replace this subsection, except for the subsection number and title, with the following:

Rental rates for Equipment will be paid on an hourly basis for Equipment and for attachments according to the following formula:

Hourly Rate = (Hourly *Base Rate* for Equipment + *Attachment Base Rate*) x *Age Adjustment factor* + *Hourly Operating Rate*

“*Base Rate*” – The cost of the equipment as listed in the Blue Book.

“*Attachment*” is defined as attached equipment not considered standard equipment and not included in the Base Rate for a specific piece of equipment. See Primedia Information, Inc. for specific listing of allowed attachments.

“*Age Adjustment Factor*” is defined as a multiplier of the Base Rate that is dependent on the year the equipment was manufactured and is listed in the Blue Book.

“*Hourly Operating Rate*” is defined as the hourly cost of operating the equipment and attachments and provides compensation for fuel, maintenance, expendable parts such as tires, and general degradation of the equipment resulting from use.

00197.20(g) Outside Rental Equipment – Supplement the first paragraph with the following:

Renting equipment from outside sources requires the Engineer’s approval.

00197.30 Labor – Replace this section, except for the section number and title, with the following:

The Contractor will be paid for all labor engaged directly on Force Account Work, including Equipment operators and supervisors in direct charge of the specific force account operations. The payment to be made for labor used in the work will be computed at the BOLI rates (if the project is a prevailing wage job) for the classification of the work being performed by the Contractor or subcontractor. Payment for labor performed by higher classification employees employed by the Contractor or Subcontractor to perform lower classification work will be computed at the classification of labor performed. When authorized, non-BOLI personnel will be paid \$3.00 above the highest labor classification used plus the allowance.

The hourly amount paid to the Contractor for each employee engaged on Force Account Work will be two times the wage rate described above (excluding fringe benefits, vacation, and all other direct or indirect costs including subsistence).

No overtime will be compensated unless authorized in advance of performing the work.

00197.80 Percentage Allowances – Change the percentage allowance for 00197.30, Labor from “22” to “No additional markup”.

SECTION 00199 – DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications supplemented and/or modified as follows:

Add the following section:

00199.15 Inappropriate Protest or Claim as Breach of Contract – It shall be presumed that the Contractor submits a protest or claim for additional compensation in good faith, based upon facts which reasonably support the Contractor's position and with full knowledge and understanding of the injury done to the Agency when notice of differing Project Site conditions or claims for additional compensation are not submitted in a timely manner as required under the Contract. Accordingly, the submission of a protest or claim without the concurrent submission of evidence that reasonably supports the protest or claim, or the submission of a protest or claim in an untimely manner shall constitute a breach of the Contract.

00199.20 Protest Procedure – Replace this entire section, except for the section number and title, with the following:

If the Contractor disagrees with anything required in a Change Order or other written or oral order from the Engineer, including any direction, instruction, interpretation, or determination that, in the Contractor's opinion, entitles or would entitle the Contractor to additional compensation, the Contractor shall do all of the following in order to pursue a protest and preserve its claim:

- (a) **Oral Notice** – Give oral notice of protest to the Engineer and outline the areas of disagreement before starting or continuing the protested Work.
- (b) **Written Confirmation of Oral Notice** – Not later than the end of the next business day following the day that oral notice of protest is given; deliver written documentation to the Engineer of the oral notice that includes the notice of protest and the areas of disagreement.
- (c) **Written Notice** – File a proper written notice of protest with the Engineer within seven Calendar Days after receiving the protested order. In the notice the Contractor shall:
 - Describe the acts or omissions of the Agency or its agents that allegedly caused or may cause damage to the Contractor or to the Project, citing specific facts, persons, dates, and Work involved;
 - Describe Contractor's proposed alternative to the Work ordered, if any, which will avoid damage to Contractor or to the Project;
 - Describe the nature of the damages;
 - Cite the specific Contract provision(s), if any, that support the protest;
 - Include the estimated dollar cost, if any, of the protested Work, and furnish a list of estimated Materials, Equipment, and labor for which the Contractor might request additional compensation; and

- If additional compensation is estimated to be due, include the estimated amount of additional time required, if any.

FAILURE TO COMPLY WITH THIS NOTICE REQUIREMENT RENDERS THE NOTICE IMPROPER AND SHALL CONSTITUTE A WAIVER OF ANY CLAIM FOR ADDITIONAL COMPENSATION FOR ANY PART OF THE PROTESTED WORK.

- (d) Project Manager's Record and Response** – The Engineer will file a copy of each written notice of protest in the Project records and will issue a written response to the protest within seven (7) business days of receipt of a timely filed written notice of protest. The Engineer has no responsibility to evaluate the protest unless the Contractor has timely filed a proper notice submitting all of the above information.
- (e) Final Documentation of Claim** – Within 60 Calendar Days following completion of the protested work, Contractor shall provide the Engineer with complete documentation of protested work, listing exact materials, equipment and labor used for the work and the dollar amount requested for each. If the claim is accepted, no additional compensation will be awarded based on documentation submitted after this deadline. If the claim is denied or if the Contractor is not satisfied with the decision by the Engineer, the amount claimed by the Contractor in any subsequent Step or proceeding may not exceed the dollar amount requested under this subsection.
- (f) Records** – Contractor must keep complete records of all costs and time incurred throughout the protested Work, and allow the Engineer access to those and other supporting records. Provide daily records of protested Work, on a weekly basis, on a schedule to be set by agreement with the Engineer.
- (g) Comparison of Records** – Provide the Engineer adequate facilities for keeping cost and time records of the protested Work. The Contractor and the Engineer will compare records and either bring them into agreement at the end of each day, or record and attempt to explain any differences.
- (h) Work to Proceed** – In spite of any protest, proceed promptly with the Work ordered by the Engineer.
- (i) Evaluation of Protest** – The Engineer has no responsibility for evaluating a protest that is not timely filed, or for which adequate supporting documentation has not been made available to the Engineer. Provided the procedures above are followed, the Engineer will promptly evaluate all protests and, if the protest is denied, advise the Contractor in writing of the reasons for full or partial denial. If a protest is found to be valid, the Engineer will, within a reasonable time, make an equitable adjustment of the Contract. Adjustment of time will be evaluated according to 00180.80.

If the Contractor does not accept the Engineer's evaluation of the protest, the Contractor may pursue a claim as described in 00199.30.

00199.30(b) Claims Requirements – Replace the first paragraph with the following:

At any time during the progress of the Work, but not later than 15 Calendar Days following the date of the Second Notification, the Contractor shall submit to the Engineer claims for

compensation additional to that specified in the Contract, except claims waived by the Contractor per 00199.30(a). A claim not submitted within the 15-day limit is deemed waived by the Contractor, and the Agency may reject it.

00199.30(d) Access to Records – Replace the third sentence with the following:

The Contractor shall retain all Contract records for a period of at least three years after the release of final payment or until all disputes, including litigation, if any, are resolved (the “record retention period”).

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – Remove and replace this Section with the following:

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – The Agency intends to resolve claims at the lowest possible administrative level. If the Engineer denies the claim, in full or in part, pursuant to 00199.40(a), the Contractor may request review of the denial. The disputed claim may then be resolved, in full or in part, at any of the progressive steps of claim review procedure as set forth in (b) through (d) of this Section. All of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

(a) Decision by the Project Manager – The Project Manager will, as soon as practicable, consider, investigate, and evaluate a Contractor’s claim for additional compensation, or for additional compensation and Contract Time, if submitted as required by 00199.30.

If the Engineer determines that additional information or documentation is needed to allow proper analysis of the claim, the Contractor shall meet with the Engineer within 14 Calendar Days, or as otherwise agreed by the parties, to present the additional information or documentation, or make other arrangements with the Engineer to supply that material.

The Engineer will advise the Contractor of the decision to accept or deny the claim, and the reasons for any full or partial denial of the claim, within 30 Calendar Days of receipt of the Contractor’s claim, or the receipt of requested additional information or documentation regarding the claim, whichever is later, unless the Engineer and Contractor have agreed upon a longer response time. If the Contractor does not accept the Engineer’s decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review at Step 1 (See (b) below).

(b) Step 1: City Project Manager Level Review – The Contractor shall request that the Project Manager arrange a meeting in order to present the denied or partially denied

claim for formal review and discussion. The meeting will take place within 21 Calendar Days of the Agency's receipt of the request, or as otherwise agreed by the parties.

If the City Project Manager determines that the Contractor must furnish additional information or documentation to allow proper analysis of the claim, the reviewer will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information or documentation.

The City Project Manager will provide a written decision to the Contractor within 30 Calendar Days of the last meeting with the City Engineer.

If the Contractor does not accept the Step 1 decision, the Contractor may, within 180 Calendar Days from the date of receipt of the City Project Manager's written decision or within 90 Calendar Days of the date of Second Notification, whichever is later, initiate Step 2 as set forth in subsection (c) below.

(c) Step 2: Arbitration and Litigation – The Contractor must follow each step in order and exhaust all available administrative remedies before resorting to arbitration and litigation. Litigation of a claim that cannot be resolved in Step 1 shall be initiated by filing a complaint in the Clackamas County Circuit Court that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules, and the Clackamas County Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses, and attorney fees in obtaining and enforcing the order.

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Clackamas County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Portland Division. In no event shall this Subsection be construed as a waiver by the City of Oregon City on any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court.

CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

(d) Payment of Costs, Expenses, and Attorney's Fees – The prevailing party shall be entitled to an award for reasonable costs and expenses incurred after the initiation of Step 2, including costs and expenses incurred for arbitration, trial de novo, and on appeal. Costs and Expenses shall include, but shall not be limited to, reasonable attorney fees and expenses, arbitrator fees and expenses, and costs of discovery.

As used in this subsection 00199.40(d), "prevailing party" for an arbitration award means (1) a Contractor who has received an arbitration award, exclusive of interest, costs and expenses, that is more than the dollar amount claimed by the Contractor in its Final Documentation of Claim under 00199.20(d) or (2) the City of Oregon City if there is no arbitration award to the Contractor or if the arbitration award to the Contractor, exclusive of interest, costs and expenses, is less than the dollar amount of the award in the City Engineer's Step 1 decision. For all other arbitration awards, there shall not be a "prevailing party."

The award of costs and expenses after trial de novo shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

00199.50 Mediation – Replace this section, except for the section number and title, with the following:

Mediation is a condition precedent to litigation as detailed above in amended Section 00199.40(c).

SECTION 00210 – MOBILIZATION

Comply with Section 00210 of the Standard Specifications modified as follows:

00210.00 Scope – Add the following to this section:

Pre-construction Visual Survey. Prior to commencing any construction activities, the Contractor shall prepare a recorded visual survey of all existing features within the project limits as well as adjacent properties. The visual survey shall be recorded on standard digital equipment and an electronic copy shall be provided to the Agency for the Agency's review prior to commencing construction. The survey shall show all features within or adjacent to the project limits which are known or suspected to generate damage claims. The survey shall also include video of any existing improvements which were damaged prior to construction.

Post-construction visual comparison to the visual survey shall be a basis for determining damage to properties should a damage claim arise.

Add the following subsection:

00210.40 Mobilization – Delete the fourth bullet in the bulleted list.

00210.40 Mobilization – Add the following bulleted items to the end of this Section:

- Obtain all applicable licenses and insurance required by the Contract to complete the work as specified herein.
- Pre-construction Visual Survey.
- Installation of Agency Standard project identification signs and removal at end of project.

00210.90 Payment – Add the following to this section:

Payment for mobilization shall also include all costs associated with completing a preconstruction visual survey and obtaining all necessary licenses and insurance.

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.02(a) Public Safety and Mobility – Add the following sentence to the end of the bulleted item beginning with “Provide and maintain safe temporary...” as follows:

- Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working areas.

Add the following bullets to the end of the bullet list:

- Do not place work zone signs or supports that will block existing walkways or existing bikeways.
- When maintaining one-way, flagged traffic per an approved TCP, traffic shall not be held longer than 10 minutes. The Contractor shall notify the held driver of an approximate time they will have to wait.
- Maintain and coordinate access to all affected properties. Allow unrestricted vehicle and pedestrian access to all properties outside the allowable working hours.
- Open all lanes and adjacent asphalt surfaces (including shoulders and bike lanes) on all streets outside of allowable working or lane restriction hours with temporary or permanent pavement surfacing. Temporary steel plates or other methods to open the roadway to traffic must be approved by the Engineer. Compacted gravel surfacing is not allowed.
- Provide and maintain access to garbage containers and garbage pick-up or other regularly scheduled deliveries. Coordinate with school district and with TriMet to minimize impacts and delays for any school and public bus routes.
- Coordinate with TriMet to minimize impacts and delays for transit routes.

- Notify all emergency services of all changes to the traffic control prior to completing the change. Notify the Police and Fire of all lane closures.
- When an abrupt edge is created by excavation, protect traffic using the “ABRUPT PAVEMENT EDGE DETAIL” and the “TYPICAL ABRUPT EDGE SIGNING DETAIL” configurations shown on the standard drawings.
- No vertical transitions between pavements greater than one inch will be allowed. When pavement transitions (including transitions at driveways) are greater than one inch, provide papered asphalt transition joints, and appropriate signing as directed by the Engineer.
- Inform and contact all affected residents and businesses with special written notices approved by the Engineer, within the project area 48 hours before each of the following work activities: pavement removal, cold plane pavement removal, digouts, cement treated base, utility improvements including water shut downs/connection, and before top lift asphalt paving.
- Contractor shall coordinate construction activities with adjacent property owners to ensure driveway access is maintained at all times.
- Before activating a new or modified traffic signal, Rectangular Rapid Flashing Beacon, revising lane usage, implementing new roadway geometry, or removing a “STOP” sign, protect traffic by installing “NEW TRAFFIC PATTERN AHEAD” (W23-2) signing according to 00225.02. Keep the signs in place for 30 Calendar Days after completing the modifications.

(2) Opened Lanes – Replace this subsection (a) in its entirety with the following:

a. Holidays – Between noon on the day preceding a legal holiday or holiday weekend and midnight on a legal holiday or the last day of the holiday weekend, except for Thanksgiving, when no lanes may be closed between noon on Wednesday and midnight on the following Sunday.

For the purpose of this Section, legal holidays during the proposed construction timeline include:

- New Year's Day on January 1
- Martin Luther King Jr. Day on the third Monday of January
- Presidents' Day on the third Monday in February
- Memorial Day on the last Monday in May
- Juneteenth on June 19
- Independence Day on July 4
- Labor Day on the first Monday in September
- Veterans' Day, on the 11th of November
- Thanksgiving Day and the day after Thanksgiving Day on the fourth Thursday and Friday in November
- Christmas Day on December 25

When a holiday falls on Sunday, the following Monday shall be recognized as a legal holiday. When a holiday falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

00220.60(a-1) Contractor Responsibility – Add the following bulleted items to the end of this Subsection:

- Keep surfaces being used by bicycles and pedestrians free of all dirt, mud, gravel, and other harmful materials. Surfaces include bike paths, bike lanes, roadway shoulders, or the outside six feet of the roadway.
- Vacuum sweep loose aggregate, soil, and other materials on the roadway out of the travel ways at the end of each day. Swept materials shall be removed by broom, or other means to prevent pollution of the storm sewer system or receiving streams.

00220.60(b-2) Suspension Due to Other Causes – Replace the last paragraph in this Subsection with the following:

The Contractor shall assume responsibility for maintenance of the roadway surfaces during the suspension.

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications supplemented and/or modified as follows:

00221.00 Scope – Add the following to the end of this Section:

The Contractor shall be responsible for all traffic control costs to complete punch-list items.

00221.01(b) Definitions – Modify the definitions as follows:

Traffic Control Plan (TCP) – A written and drawn (or computer generated) plan for handling pedestrian, bicycle, and vehicular traffic on a specific roadway through a work zone.

00221.03 Traffic Safety and Operations – Replace the third bullet with the following bullet:

- Monitor the length of traffic queues and install an additional set of advance flagger signs if traffic queues extend beyond the first set of advance flagger signs. Advance flagger signs include the "BE PREPARED TO STOP" (W3-4-48) and the Flagger Symbol (CW23-2-48) signs.

00221.06 Traffic Control Plan – Supplement this section with the following:

If the general contractor prepares traffic control plans for work to be completed by subcontractors, the TCP shall also be signed by the subcontractor who will be completing work items under that plan.

00221.06(b) Contractor Modified Traffic Control Plan – Add the following bullet item to the end of this section:

- A detailed temporary striping plan in compliance with the current ODOT Traffic Line Manual.

Add the following to the end of this section:

If at any time during the work the Engineer determines the Traffic Control Plan to be inadequate, the Contractor shall provide additional traffic control signs, devices, and labor at no additional cost to the Agency.

The Contractor shall provide the Engineer five (5) working days to review any submitted traffic control drawings. Drawings which are not approved shall be corrected and resubmitted for review as specified above.

Public traffic shall be permitted to pass through the work area, or an approved detour, with as little inconvenience and delay as possible. Bicycle and pedestrian lanes and pathways are legal travel lanes and must be treated as such. They shall be free of obstructions with as little delay as possible. Lane and pathways will be maintained free of debris to allow safe passage. The minimum travel lane width for a bicycle lane through a work zone area shall be four (4) feet. For temporary bicycle and pedestrian lanes and pathways, ADA-compliant ramps must be used where the elevation difference is greater than ¼ inch.

The Contractor shall provide temporary ADA-compliant ramps at each ramp location prior to existing sidewalk removal through the time until new ADA-compliant ramps are complete. See Section 00220.02 for additional requirements.

The Contractor shall utilize cones, no parking signs, and other means as needed in advance of paving and other construction operations to keep the roadway clear. The Contractor shall provide general mailer information to nearby property owners, including Contractor contact information, construction duration, impacts, and other pertinent details. The Contractor shall also be responsible for all day-to-day coordination necessary to clear the roadway prior to paving.

In work areas where ongoing work has extended for a period longer than one month, the Contractor shall provide monthly updates to adjacent property owners with the anticipated work for the month. The Contractor shall also notify adjacent property owners in these areas with anticipated interrupted driveway access a minimum of one week prior to impacting access. Access closures shall not be allowed.

When signs are required for which specifications are not listed in the Contract Documents, the Contractor shall submit drawings for approval by the Engineer.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows

Mt. View Cemetery Restroom Project

00222.10(b) Type – Make the following modifications:

Delete the bullet that begins "3/4 inch medium-density...".

SECTION 00228 – TEMPORARY PEDESTRIAN AND BICYCLIST ROUTING

Comply with Section 00228 of the Standard Specifications modified as follows

00228.10 Pedestrian Channelizing Devices – Replace this section, except for the section number and title, with the following.

Use pedestrian channelizing devices (PCD) from the QPL or Conditional Use List and as shown on the standard drawings or as modified by the supplemental drawings.

SECTION 00290 – ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.20 (c) (3) a. Burnable Materials – Replace this subsection with the following:

00290.20 (c) (3) a. Burnable Materials – Burning will not be allowed on this project.

SECTION 00305 – CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

Add the following subsection:

00305.10 General Requirements

Make all supporting computations and field notes required for control of the work and as necessary to establish the exact position, orientation, and elevation of the work from control stations, including furnishing and setting construction stakes and marks, reference marks, and additional control stations.

The Project Manager will not be responsible for any data translations. An electronic copy of the base drawing, in autocad.dwg format shall be delivered to the Contractor's surveyor. The electronic drawings shall be used by the Contractor's surveyor as a reference, and it shall be the responsibility of the Contractor to confirm that all data contained within the electronic drawings is consistent with the contract documents.

At a minimum, the Contractor shall include the following stakes:

- Two stakes for each collection structure.

- One stake along the sewer main 25 feet and 50 feet from each collection structure, and 100 feet intervals thereafter.

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications modified as follows:

00310.41(a) General – Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall immediately vacuum all saw cutting waste and dispose of in a legal manner. Where an abutting structure or part of a structure is to be left in place, make clean, smooth, vertical cuts with a saw or other approved cutting device. Avoid operations that may damage any portion of the remaining structure.

00310.44 Earthwork in Connection with Removal – Replace the second paragraph with the following:

Backfill holes according to 00405.46. Backfill will be considered incidental and will not be paid separately.

SECTION 00330 – EARTHWORK

Comply with Section 00330 of the Standard Specifications modified as follows:

00330.41(a-5) Waste Materials – Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3) and 00330.41(a-4), outside and beyond the limits of the Project and Agency-controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams.

00330.41(a-9) Excavation Below Grade – Delete the bullet that begins "Unstable Subgrade..."

00330.71 Daily Progress Reports – Delete this section.

00330.91(d) General Excavation – Delete the bullet that begins "Includes unsuitable material..."

00330.92 Kinds of Incidental Earthwork – Delete the bullet that reads "If shown on the plans."

Add the following bullet to the end of the bullet list:

- Saw cutting of any structures as shown on the plans.

SECTION 00340 – WATERING

Comply with Section 00340 of the Standard Specifications modified as follows:

00340.40 Watering - Add the following paragraph to the end of this section:

Obtain a fire hydrant meter and double check valve from the Oregon City Public Works Operations Division located at 13895 Fir Street, Oregon City. A refundable deposit of \$2,600.00 is required for the meter and a \$400 refundable deposit is required for the double check valve. In addition, there is a \$150 meter inspection fee. The Contractor will not be charged for water but shall record and report all water used for this project to the City. All costs for equipment, labor and materials required to haul and apply water shall be incidental to other bid items with no separate payment made.

SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications supplemented and/or modified as follows:

00490.41(d) Manhole Connections – Add the following paragraph:

Connections to existing sanitary sewer manholes shall be cored and connected with a flexible boot connection. Connections to existing storm manholes and drainage structures shall be cored and connected with a sanded collar adapter connection. Saw cutting, hammering, and breakout openings in existing manholes to make connections is not permitted.

00490.43 Abandoning Pipe in Place – Replace the second paragraph with the following:

Where shown on the plans, fill abandoned pipes 6 inches and greater in diameter with controlled low-strength material meeting the requirements of 00442. The Contractor shall use pumps or other means as necessary and shall excavate intermediate injection points to ensure that all void space is filled in its entirety. All filling work shall be completed in the presence of the Engineer.

SECTION 00495 – TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications supplemented and/or modified as follows:

00495.00 Scope – Add the following:

Temporary AC pavement must be provided at the end of each day to any area opened to the public.

00495.40 General – Add the following:

Place aggregate base and ACP surfacing at depths to match existing surfacing for permanent trench resurfacing or the depth shown on the typical sections, whichever is greater. For temporary trench resurfacing, depth of ACP shall be a minimum of 2 inches.

00495.80 Measurement – add the following to the end of the first paragraph:

The maximum allowable pay width limit for temporary trench resurfacing will be ## feet. The maximum allowable pay width limit for permanent trench resurfacing shall be as shown on the Plans.

SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications supplemented and/or modified as follows:

00641.80(b) Volume Basis – Replace with the following:

When measurement is by volume, quantities will be measured by the neat line shown in the plans.

SECTION 00744 – ASPHALT CONCRETE PAVEMENT

Comply with Section 00744 of the Standard Specifications modified as follows:

00744.00 Scope – If aramid fibers are to be used in the project, insert the following:

Where shown, work shall include furnishing all materials, equipment, labor, and incidentals for mixing aramid fiber into ACP, when aramid fiber is required as a mixture ingredient. The fiber reinforced ACP will be subject to all requirements for ACP in this Section.

00744.02 Definitions – Insert the following:

Reinforcing Fibers – An asphalt concrete additive consisting of aramid fibers added at time of mixing.

Add the following section:

00744.03 Quality Control Plan – Submit a comprehensive and project-specific paving quality control plan for approval. Submit a draft Quality Control Plan prior to the Prepaving Conference and re-submit the Quality Control Plan for approval based on comments received at the Prepaving Conference. The plan shall include a brief narrative for each of the following items:

- List of personnel to be used meeting the requirements of 00744.30, including:
 - Contractor
 - Mix Supplier including plant manufacturer, model, and capacity
 - QC Officer

- Backup QC Officer
- Plant Technicians
- Paver Technicians
- Source of all materials.
- Trucking plan that ensures continuous paving operation.
- Sampling and testing plan meeting the requirements of 00744.10, 00744.11, 00744.16 and 00744.49.
- JMF meeting the requirements of 00744.12, 00744.13 and 00744.14.
- List of equipment to be used in the paving operation.
- List of best management practices used during construction to ensure the specifications are met. Practices shall address the following items:
 - Subgrade and Surface Preparation
 - Utility Adjustments (valve cans, manholes, etc.)
 - Tack
 - Temperature
 - Release Agent (diesel not allowed)
 - Cleanout location for delivery trucks
 - Joints
 - Segregation
 - Depth
 - Cross Slope
 - Roller pattern
 - Compaction
 - Smoothness
 - Correction of surface defects (segregation, separated joints, etc.)

00744.05 Reinforcing Fibers – Provide fibers conforming to the minimum requirements below. Design JMF without the reinforcing fibers. Do not alter the final mix design for the addition of fiber at the asphalt plant. Certified reinforcing fiber test data for the fibers to be used on the project shall be submitted at the time of the JMF submittal.

Property	Measure	Standard
Material	Aramid	Manufacturer Certification
Form	Monofilament fibers	Manufacturer Certification
Length	0.75 inches (+/- 10%)	Manufacturer Certification
Specific Gravity	1.44	ASTM D276
Minimum Tensile Strength	400,000 psi	ASTM D7269
Degradation Temperature	800 degrees F	ASTM D276
Acid and Alkali Resistance	Inert	Manufacturer Certification

Submit the following:

- Identify the mixing plant.
- Provide a specification sheet from the aramid fiber manufacturer along with a certification from the Manufacturer that the product supplied meets the specifications.
- Provide the following from the aramid product supplier at least three weeks prior to HMA production.

- The supplier's specified mix rate for the aramid product.
- Evidence showing how many times, if any, the supplier's fiber product has been successfully produced at the asphalt plant to be used for the project.
- Process for introducing aramid product to the mix.

00744.10(a) New Course and Fine Aggregates – replace the third paragraph beginning with "Testing of Aggregates" in its entirety with:

Provide test results showing that aggregates meet requirements for soundness, durability, fractured faces, and harmful substances as described below. No sandstone, shale, or other soft material will be allowed.

00744.11 Asphalt Cement and Additives – insert the following at the end of this section:

Provide PG64-22 grade asphalt cement for this Project unless otherwise directed or approved with support from a project-specific pavement design.

00744.13 Job Mix Formula Requirements – replace the first paragraph in its entirety with:

Provide a JMF for the Project meeting with the following criteria that was either developed or verified within three years of the date the Contract was advertised and was used in another Contract within one year of the date the Contract was advertised:

In the second paragraph, insert the following after the second sentence:

Submit all Mix Design Verification (MDV) data developed over the last year including air voids.

00744.16 Sampling and Testing – At the end of the first group of bulleted items, insert the following bullet:

- Gmb (bulk) to obtain voids worksheet calculations

Add the following sentence at the end of this section:

The Agency may elect to complete additional QA testing at its discretion.

If aramid fibers are to be included in the work, insert the following section after "**Equipment**" but before Section 00744.23, Pavers:

00744.22 Addition of Reinforcing Fiber – Have a fiber supplier's representative on site during the first day of production mixing. This requirement can be waived if fiber supplier and HMA producer can supply evidence of supplier's brand of fiber product being successfully produced by the HMA producer.

Introduce the aramid product as follows:

(a) Batch Plant – When a batch type plant is used, add the aramid product dosage to the aggregate in the weigh hopper. This may be done with loose fibers and a fiber metering device, or may be done by using manual dosing equipment. If necessary, increase the batch dry mixing time to ensure the aramid fibers are uniformly distributed prior to the injection of asphalt cement into the mixer.

(b) Drum Plant – When a continuous or drier-drum type plant is used, add the aramid product to the RAP material to uniformly disperse with the aggregate and injected asphalt.

Use a separate aramid product metering device feed system to proportion by weight of total mix, the required percentage of fiber reinforcement into the mixture. Control the aramid product metering system with a proportioning device to meet the dosing requirements.

When a continuous or drier-drum type plant is used for limited production volumes, the addition of the aramid product may be done by using manual measuring tools or equipment and adding them directly onto the RAP belt or into the RAP opening on the plant. Because this is not an automated process, a written protocol must be supplied by the producer to demonstrate how they will attain the dosage requirement, and documentation must be supplied by the material manufacturer assuring this method will produce the desired uniform aramid fiber distribution.

Mix the aramid fiber with the aggregate longer, if needed, to allow thorough distribution of aramid fibers at the end of the mixing process and to promote asphalt coating of individual strands of aramid fiber. At the start of any fiber mixing, visually observe the reinforced HMA at the plant and in first three trucks at the point of discharge and prior to delivery to the job site. Observation shall include using a shovel or other device. Look for proper distribution of aramid fibers and make mixing adjustments if needed.

00744.24 Compactors – Insert the following at the end of this section:

The use of equipment which crushed the aggregate to an appreciable extent will not be permitted.

Insert the following new section:

00744.25 Trucks – Do not use vehicles or transfers with rear drop axles in which raising the drop axle would cause the vehicle to exceed legal load limits.

00744.30 Quality Control Personnel – If aramid fibers are used, insert the following at the end of the first sentence:

Provide at least one fiber reinforcing product representative at each plant site when producing mixture for the Project unless plant submits a minimum of three examples of prior use of fibers.

00744.41 Mixing Temperatures – Replace the second paragraph in its entirety with:

Establish the allowable mixing and placement temperature ranges by the JMF. Measure the mixture temperature at the discharge of the mixer. Measure the placement temperature in the hauling vehicle per 00744.45 and behind the paver. The allowable production temperatures may be adjusted based on the asphalt cement supplier's recommendation if approved by the Engineer. The maximum mixture temperature and the minimum placement temperature shall be as follows:

00744.42 Tack Coat – Replace this section in its entirety except for the section number and name with the following:

Construct a tack coat before placing each lift of ACP according to Section 00730. A tack coat is not required before placing ACP on aggregate base. Omission of a tack coat for a second lift placed on a base lift in the same day may be allowed if approved by the inspector.

Treat all existing and newly paved ACP or curb (below finish grade) surfaces on and against which ACP is to be placed with an asphalt tack coat according to Section 00730. Before applying the tack coat, clean and dry the surface to be tacked. Do not place tack coat any further than 500 feet in front of the paver.

Remove all loose material that will reduce adhesion of the tack by brooming, flushing with water, or other approved methods.

Avoid excess tack coat being applied to the gutter or curb face. Shields protecting curb faces shall be provided and used during tacking of curb faces. Any tack coat inadvertently or inappropriately applied to the gutter or curb face shall be promptly removed.

00744.43 Hauling, Depositing, and Placing – Replace this section in its entirety except for the section number and name with the following:

Haul, deposit and place ACP according to the following:

(a) Hauling – Provide vehicles with tight, clean, and smooth metal beds equipped with covers to protect against moisture and heat loss. Cover ACP if rain is encountered any time between loading and placement. Provide a 3/8-inch diameter hole near the middle of the left sidewall of the bed for ACP placement temperature testing.

ACP will be rejected before placing if one or more of the following occurs:

- Placement temperature measured in the truck below limit specified in the approved JMF.
- Below temperature limit specified in 00744.42.
- Slumping or separating.
- Solidifying.
- Absorbing moisture.

Dispose of rejected loads at no additional cost to the Agency.

Vehicles which cause excessive segregation, which leak badly, or which the Engineer has determined delay normal operations, shall not be used.

Deliver the mixture to the paving machine at a rate that provides continuous operation of the paving machine, except for unavoidable delay or breakdown. If excessive stopping of the paving machine occurs during paving operations, the Engineer may suspend paving operations until the mixture delivery rate matches the paving machine operation. Any delay under the control of the Contractor that results in greater than 30 minutes between trucks will pay deductions or load rejection per 00744.90.

Do not use diesel oil as a release agent unless approved by the Engineer. Do not clean out trucks in front of the paver. Clean trucks in an approved location away from the paving operation. Pick up and restore cleanout area daily.

(b) Depositing – Deposit ACP from the hauling vehicles so segregation is prevented.

(c) Placing – Alternative equipment and means may be allowed by the Engineer if the use of a paver is impractical. If a dump truck cannot physically deliver the mix to a tight area, a very clean bucket of a loader may be used as an alternate.

Do not place ACP during rain or other adverse weather conditions, unless allowed by the Engineer. ACP in transit at the time adverse conditions occur may be placed if:

- It has been covered during transit.
- The ACP temperature is satisfactory.
- It is placed on a foundation free from pools or flow of water.

Place the mixture in the number of lifts and courses, and to the compacted thickness for each lift and course, as shown. Place each course in one lift unless otherwise specified. Do not exceed a compacted thickness of 3 inches for any lift. Limit the minimum lift thickness to twice the maximum aggregate size in the mix.

Asphalt shall not be placed against concrete, curb or gutter, or other structures, until seven days after the concrete has been placed, adequate strength of the concrete has been achieved, and they have been backfilled to provide lateral support.

When more than one lift of asphalt is required, no subsequent lifts shall be placed until the prior lift has adequately cooled, set sufficiently to prevent marking, and has achieved minimum compaction requirements. Sequence operations so that each lift of asphalt is placed on different days.

Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective shall be subject to removal and to replacement with fresh hot mixture, which shall be compacted to conform to the surrounding area. Any area showing an excess or deficiency of asphalt cement shall be subject to removal and to replacement. Removal and replacement under these provisions shall be at the expense of the Contractor.

If hand work is necessary such as at transitions, ramps, and beginning and ending panels, stop material from becoming segregated by excessive raking. If larger aggregate collects on the surface, remove this larger aggregate and introduce fresh, appropriately graded mixture to the area and finish so there is no apparent segregation and the mat is one uniform texture.

Do not broadcast mix by shovel across a new mat. If observed, the portion the affected portion of the mat may be rejected.

Insert the following new section:

00744.46 Asphalt Driveway Connections – Pave all driveway connections after the mainline has been paved. Do not stop the paver to wing out and pave driveways.

Insert the following new section:

00744.47 Asphalt Side Street Connections – Where four or more side street connections are required for a single collector or arterial street beyond the mainline paving, utilize a second paving machine to pave side street connections. Do not stop the mainline paver to complete side street connections. Complete side street connections within two hours of the mainline paving to provide a warm joint between the mainline and side street paving.

00744.49 Compaction – Replace this section in its entirety except for the section number and name with the following:

After the ACP has been spread, struck off, and surface irregularities and other defects remedied, roll it uniformly until compacted to a minimum of 92 percent of MAMD. Perform finish rolling and continue until all roller marks are eliminated. Rollers shall not make sharp turns on the course being compacted, and they shall not be parked on the hot asphalt mixture.

Complete breakdown and intermediate compaction before the ACP temperature drops below 180°F, unless otherwise directed or required based on the control strip. When the rolling causes tearing, displacement, cracking, or shoving, make necessary changes in compaction temperature, type of compaction equipment, and rolling procedures.

Determine compliance with density specifications by random testing of the compacted surface with calibrated nuclear gauges. Determine the density by averaging QC tests performed by a CDT with the nuclear gauge operated in the backscatter mode according to WAQTC T 8 at one random location for each 100 tons of asphalt concrete placed, but take no less than 10 tests each shift. Do not locate the center of a density test less than 1 foot from the panel edge. Calculate MAMD according to ODOT TM 305. The Agency may elect to complete additional compaction testing at its discretion. The Engineer may waive compaction testing upon written notice.

Compaction to a specified density will not be required for the following:

- **Thin Pavements** – Leveling, patches, or where the nominal compacted thickness of a course of ACP will be less than 2 inches.

- **Other Areas** – Temporary surfacing, guardrail flares, mailbox turnouts, road approaches, and areas of restricted width of less than 8 feet wide or limited length, regardless of thickness.

Compact thin pavements and other areas according to 00749.45.

Any displacement of any course, regardless of thickness, occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture when required.

The Contractor shall notify the Engineer/Inspector immediately when the average density does not meet 92% or exceeds 95%. An investigation will be initiated to determine if the results indicate that a problem with the mix is developing before laying any more material. Take all actions necessary to resolve compaction problems. Do not resume paving until allowed by the Engineer. Take immediate corrective measures when the specified compaction density is not being achieved. At the Engineer's discretion, corrective measures may include removing and replacing areas that fail to comply with compaction requirements.

Insert the following new section:

00744.50 Joints – Sand seal all joints following the final lift. Width of joint seal coat shall be no less than four inches and no more than six inches.

Insert the following new section:

00744.51 Prepaving Conference – Have a prepaving conference with all Contractor supervisory personnel, all subcontractors who are to be involved in the paving work, and the Engineer. Meet at a mutually agreed time and discuss all methods of accomplishing all phases of the paving work. The Prepaving Conference agenda will be prepared by the Agency and distributed to the Contractor prior to the conference. Contractor shall submit a draft Quality Control Plan per Section 00744.03 and a draft Traffic Control Plan per Section 00225 for discussion purposes at the Prepaving Conference. Contractor shall revise the Quality Control Plan and the Traffic Control Plan based on approvals obtained at the Prepaving Conference. The conference shall address topics such as:

- Contractor Key Paving Personnel
- Quality Control Plan
- Traffic Control Plan
- Erosion Control Plan
- Review of JMF (mix type(s), asphalt grade, mixing, and placement temperatures, etc.)
- Haul Vehicles (type and quantity, truck routes, haul distance, clean out areas, release agents, etc.)
- Check weights and scales
- Manhole and box adjustments
- Tack spread rates and certifications
- Laboratory and equipment certifications
- Review type of paver, grade control and panel widths, lift sizes and staging
- Roller pattern for compaction

- Smoothness testing by Contractor
- ACP plant testing and compaction testing
- Temporary striping

Insert the following new section:

00744.52 Preparation of Underlying Surfaces – All water valves, manholes, and catch basins shall be adjusted to finish grade in advance of or during the paving operation. No adjustments shall be made after the paving is completed unless approved by the Engineer prior to paving. Minimum paving ring for manholes size shall be two inches. Adjustments made for manhole slopes and/or less than two inches of grade increase shall require a frame adjustment.

Any tree branches or foliage which will hinder the proper placement of the surfacing shall be removed by the Contractor by pruning and sealing the cut ends, or tying back in a manner approved by the Engineer. The Contractor shall be responsible for trees damaged that are not properly pruned or tied back.

All surfaces to be paved shall be swept clean by the Contractor no more than 24 hours in advance of paving. The Contractor shall remove vegetation prior to washing or sweeping. The Contractor shall use vacuum street sweepers that are self-propelled equipment with rotating brooms and brushes that are capable of loosening dirt and debris from the road surface. In those areas where dirt and debris cannot be removed with sweeping alone, washing of the surface will be required.

Coordinate construction of driveway transitions with property owners to minimize disruption of access.

00744.60 Correction of Defects – Replace the first paragraph in its entirety except for the section number and name with the following:

Correct all defects in materials and work, as directed, at no additional cost to the Agency. Corrective measures required by the Engineer may include removal and replacement of the surface course within the defective area. Complete all corrective work within 14 calendar days following notification from the Engineer. After completion of the defective work, if the Engineer finds the work unsatisfactory, perform additional corrective work on the areas still not meeting the requirements. Correct defects according to the following:

Insert the following new section:

00744.61 Warranty – Provide a one-year warranty for all work completed on the project in conformance with the Contract Agreement for this project.

00744.70 Pavement Smoothness – At the end of the first paragraph, insert the following sentence:

These tolerances shall apply when water valve boxes and other utility appurtenances can be adjusted during the paving operations.

Insert the following new section:

00744.76 Cleanup – Clean and remove all excess asphalt, debris, and tack from all facilities including but not limited to manhole covers, valve boxes, catch basins, gutter, and curb faces.

Keep a sweeper on site at all times to sweep areas as needed and as directed.

00744.90 Payment – In the first group of bulleted items, replace the third bullet with the following:

- The words "in Leveling", "in Temporary", "in Leveling and Temporary", or "with Fibers" will be inserted in the third blank when applicable.

In the second group of bulleted items, insert the following bulleted item:

- asphalt tack coat

At the end of this section, insert the following:

When delays in asphalt mix delivery to the paver exceed 30 minutes and the delays are within the control of the Contractor, in the Engineer's opinion, the following payment provisions shall apply:

- Greater than 30 minutes – 5% bid item payment deduction of quantity in previous load
- Greater than 45 minutes – 10% bid item payment deduction of quantity in previous load
- Greater than 60 minutes – Rejection of previous load, suspension of operations, and asphalt subject to corrective action

SECTION 01140 – POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications supplemented and/or modified as follows:

01140.10 Materials – Before the first sentence, insert the following:

All waterline materials supplied by the contractor shall be American Made.

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SECTION V – CONTRACT DRAWINGS AND SCOPE OF WORK



Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Mt. View Cemetery Restroom Project
Customer: City of Oregon City
Location: Oregon City, OR
Date: 8/9/2022



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

Romtec's proposal is for the installation of the **Mt. View Cemetery Restroom Building** as defined herein.

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is 2-3 months. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready by **3/1/2023** for Romtec to begin construction by **4/1/2023**. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than **9/9/2022**
 - b. Any relevant Romtec submittal document(s) approved no later than **10/23/2022**
 - c. Notice to Proceed on Production no later than **12/7/2022**
 - d. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than **3/1/2023**
 - e. Romtec site delivery/mobilization to begin no later than **4/1/2023**

Note: Any changes to this schedule caused by others or outside of Romtec's control will result in price changes.

2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
 2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
6. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage not required
 2. Compliance with Davis Bacon Act not required

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Structure

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

1. Concrete Masonry Units - CMU
 - a. Exterior walls will be constructed of smooth-face, mortar joint, concrete masonry units (concrete blocks).
 - b. Block color will be **gray**.
2. Exterior finish shall be fiber cement board and batten siding.
3. Interior wall finish shall be latex epoxy paint in **SW6140 Moderate White**.
4. Interior floor finish will be sealed concrete with medium brush finish.
5. Sanitary cove base on interior walls in **White**.
6. Doors, frames and hardware.
 - a. Doors and frames to be powder coated **black**.
 - b. Stainless steel, ball bearing hinges.
 - c. Heavy duty door closers.
 - d. Doors to have stainless steel kick plates.
 - e. 18" door louvers for restroom doors
 - f. Pull handles and deadbolt locks.
 - g. Restroom doors to have magnetic locking system.
7. Roll-up Utility door in **Brown**.
8. Block restroom partitions with phenolic doors.
 - a. Partition door color to be **Graphite Grafix (006F)**.
9. Roofing materials
 - a. Pre-engineered wood truss roof system.
 - b. Deck mount, skylights.
 - c. Painted gypsum board ceiling finish.
 - d. Gutters and downspouts.
 - e. Roofing shall be Fabral, 26-gauge, Horizon 16 standing seam roof panels.

*Note: Roofing color shall be selected by the **owner** from the manufacturer's standard color chart.*

2. Restroom and Plumbing Fixtures

The following fixtures will be supplied by Romtec:

1. Wall mount, stainless steel toilets with concealed, hydraulic flush valves.
2. Wall mount, stainless steel urinals with concealed, hydraulic push button activated flush valves.
3. Wall mount, stainless steel sinks with motion sensor faucets hard wired with transformer.
4. Wall mount, stainless steel 3-roll toilet paper dispensers.
5. Stainless steel, non-refrigerated drinking fountain.

3. Electrical Fixtures

The following electrical fixtures will be supplied by Romtec:

1. Exterior lighting
 - a. Wall mount, LED light fixtures.
2. Interior lighting
 - a. 48" ceiling mount LED light fixtures.
 - b. Restroom lights controlled by motion sensor.
3. 20-gallon, electric tank water heater with expansion tank.
4. Wall heater in mechanical room for freeze protection only

***Note:** Mechanical room walls are uninsulated. Concession and Press Box rooms are the only rooms with insulation. If insulation is required for the mechanical room, it will result in a change order and could result in a building size adjustment.*

5. Mechanical exhaust package with inline fans.
6. Thru-wall, Fastaire hand dryers.
7. Main breaker panel sized for the building components.
 - a. 200 amp, single-phase, indoor.

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
 1. Equipment for excavation of foundation and slab.
 2. Installation of forming material for foundation and slab.
 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
 4. Backfill of Romtec underground utilities.
 5. Placement of rebar.
 6. Pouring of foundation slab.
- ii. Masonry Walls
 1. Installation of CMU block
 2. Placement of door frames, windows, and vents within CMU walls (if applicable)
 3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
 1. Carpenters' installation of roof framing
 2. Installation of roofing underlayment
 3. Installation of roofing system
- iv. Interior Finish
 1. Painting of interior walls
 2. Placement of cove base tile (if applicable)
 3. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
 1. Installation of drain and vent lines
 2. Installation of water lines
 3. Installation of main breaker panel(s)
- vi. Doors and Hardware
 1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
 1. Installation of plumbing fixtures
 2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation
- x. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. **Soil Disposal**
Romtec is not disposing of any soils from the site.
3. **Surveying and Staking**
Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.
4. **Romtec is not responsible for any special requirements needed for performing construction in a cemetery.**
5. **Romtec must have a clear path to the jobsite.**

2. Utilities (All Structures)

1. **Site Utilities**
Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec as soon as possible.

2. **Electrical Transformers**
Romtec is excluding the supply and installation of any required electrical transformers. Any required electrical transformers must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.
3. **Electrical Junction Box**
Romtec is excluding the supply of the electrical junction box associated with the Romtec building(s). The junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.
4. **Other Electrical**
Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.
5. **Water Line Drain Valves and Sewer Line Back Flow Check Valves**
Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.
6. **Security Cameras**
Romtec is excluding the supply and installation of any required security cameras.

3. Site Concrete and Landscaping (All Structures)

1. **Sidewalks and Sidewalk Approaches**

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. **Landscaping**

Romtec is excluding the supply and installation of any landscaping.

4. General Exceptions/Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:

1. All Permits related to construction and installation of Romtec Building 2. Bonding (unless otherwise stated) 3. Storm water and/or pollution prevention plans 4. Erosion control plans 5. Site specific safety plans 6. Site specific protection plans 7. Tree protection plans 8. Site preparation per geotechnical report 9. Backfill required for all structures 10. Licensees except for the City Business License 11. Special inspection services 12. Rock excavation 13. Demolition of existing structures 14. Removal of excavated materials	15. Site grading or asphalt paving 16. Masonry pavers 17. Booster pumps &/or pressure reducing valves 18. Backflow check valves 19. Fire alarm & fire suppression equipment 20. Irrigation Equipment 21. Gutters and downspouts 22. Lighting equipment not attached to the building 23. Electrical transformer(s) 24. Electrical junction box(es) 25. Landscaping 26. Plumbing freeze protection 27. Site plans 28. Sidewalks 29. Construction mock-ups 30. Construction fencing
---	---
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
4. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."
5. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

4. Warranty and Limitations

1. Warranty

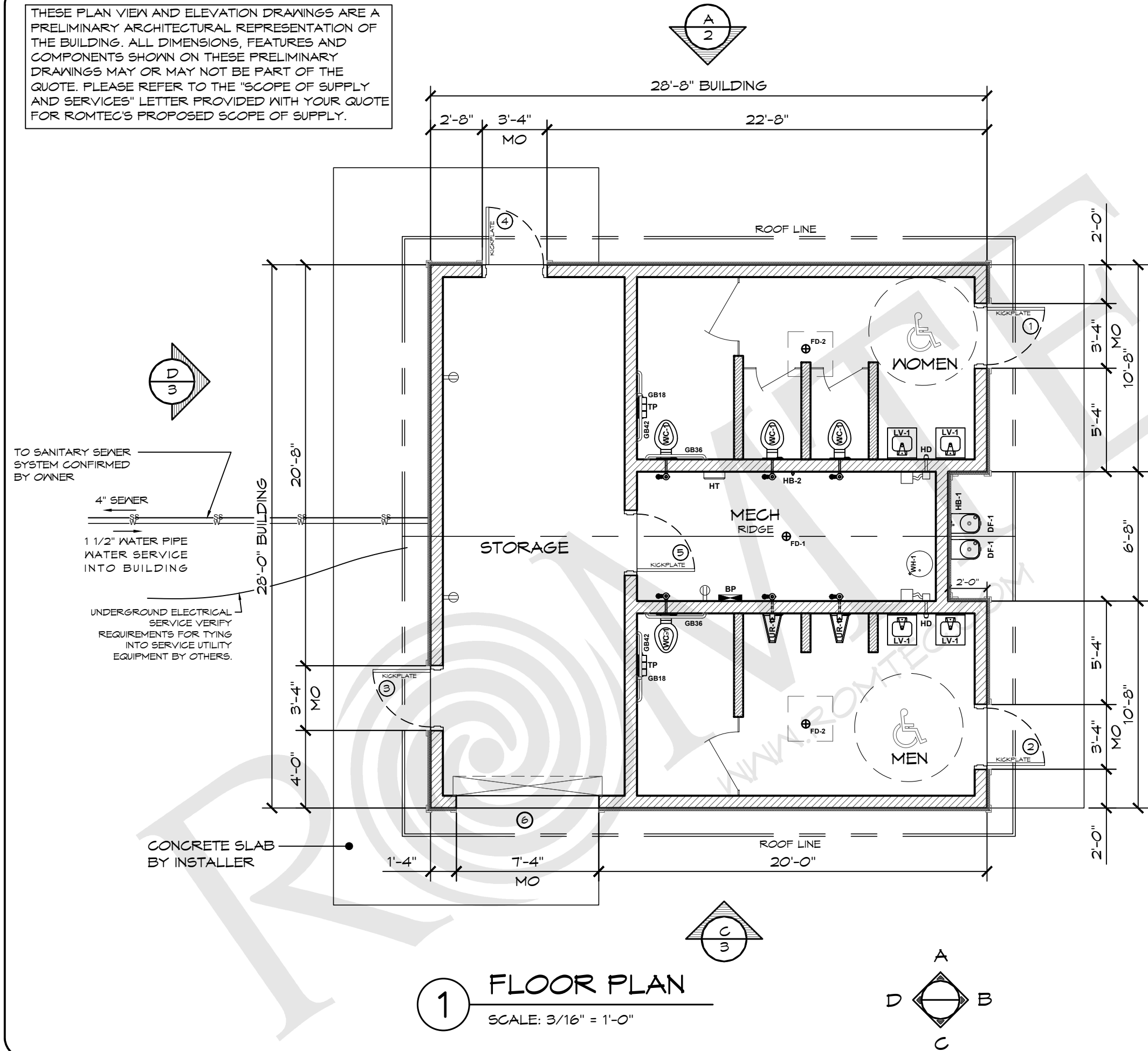
1. Romtec guarantees that the building will be free from defects in materials and workmanship for a period of not less than one (1) year from date of delivery acceptance. If delivery of the completed building kit is delayed for any reason, the materials warranty begins on the date that the building kit was ready to deliver.
2. Romtec may optionally delay the warranty start date for up to six (6) months from the delivery date to allow for completion of installation. In this case, the 1-year warranty will begin on the installation completion date.

3. In no case will the 1-year warranty start date be later than six (6) months from the delivery date. Any delay not caused by Romtec that requires an extension of the warranty start date may result in a change order to cover the extended warranty period.
4. Romtec passes along individual product manufacturers' warranties to the customer and/or end owner. Some of these individual products may include warranty terms that vary from the Romtec warranty and may be shorter or longer than the overall building package warranty. For example, metal roofing includes special warranty terms noted in the disclaimers below.

2. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.
2. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



WALL TYPE SCHEDULE

	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.
	6" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.

ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803

PRELIMINARY

Item 7d.

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PROJECT:
CITY OF OREGON CITY
MT. VIEW CEMETERY, RESTROOM
OREGON CITY, OREGON

PROJECT#: 1805

DATE: 5/11/2022

REVISIONS

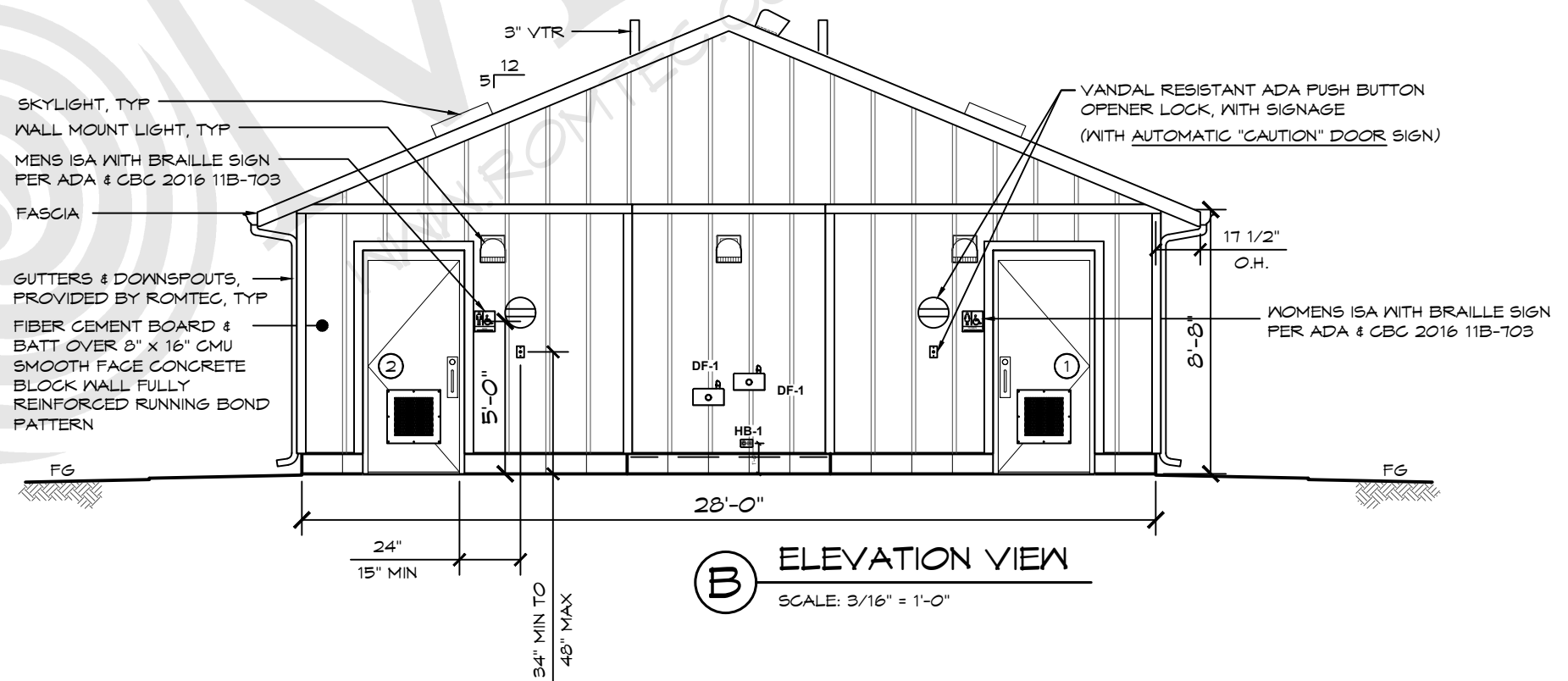
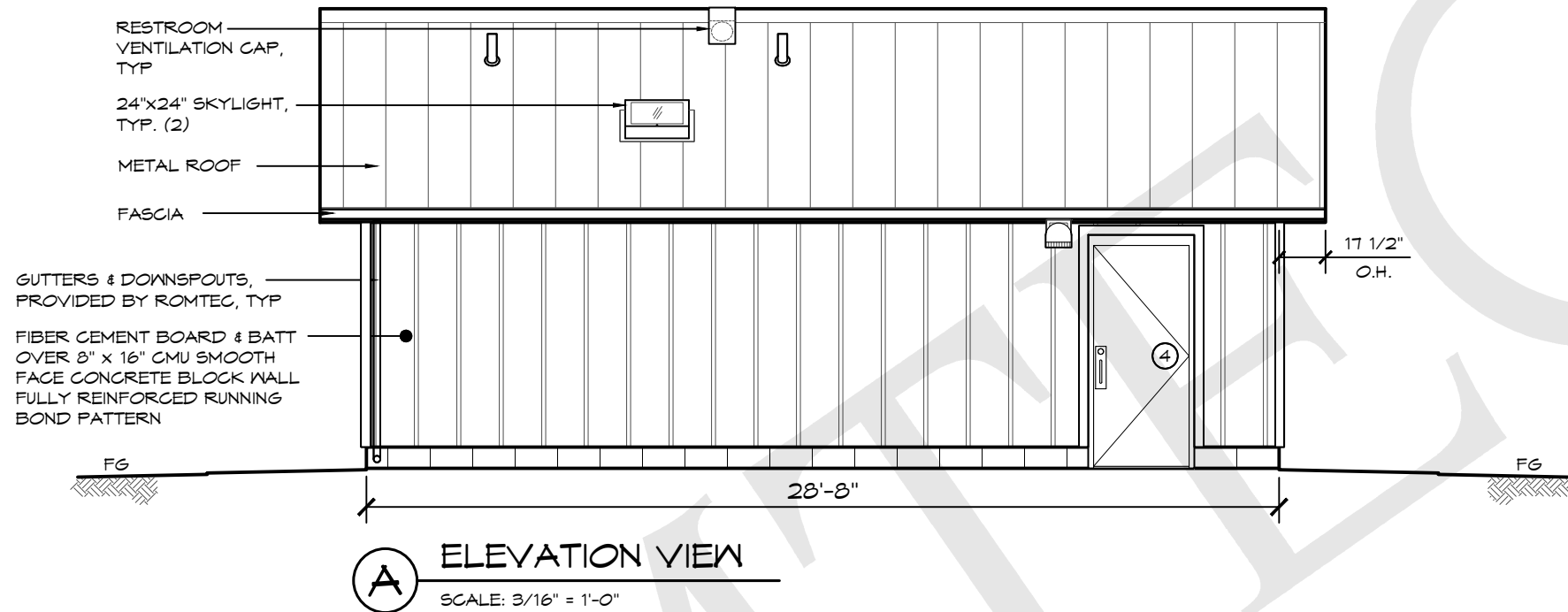
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Page 163



THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

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PROJECT: CITY OF OREGON CITY MT. VIEW CEMETERY, RESTROOM OREGON CITY, OREGON

PROJECT#:	
1805	
DATE:	
5/11/2022	
REVISIONS	
REV.	DATE:
DRAWN BY:	
JS	

SHEET NO.

ROMTEC

18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803

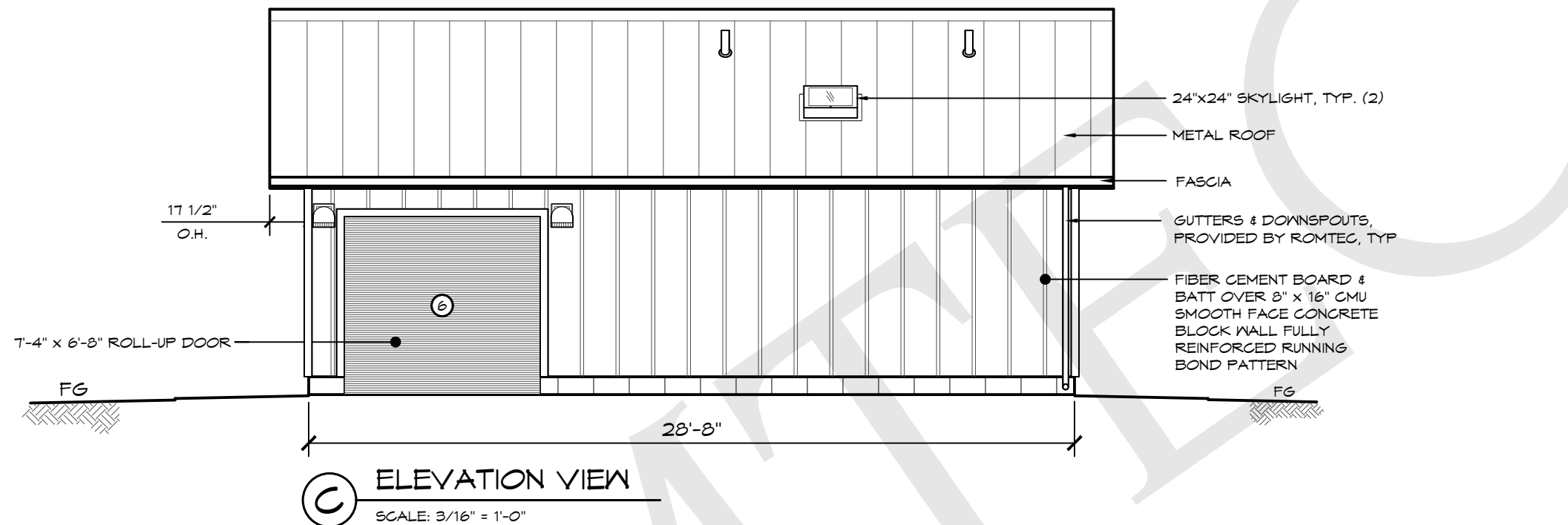
Item 7d.

PRELIMINARY

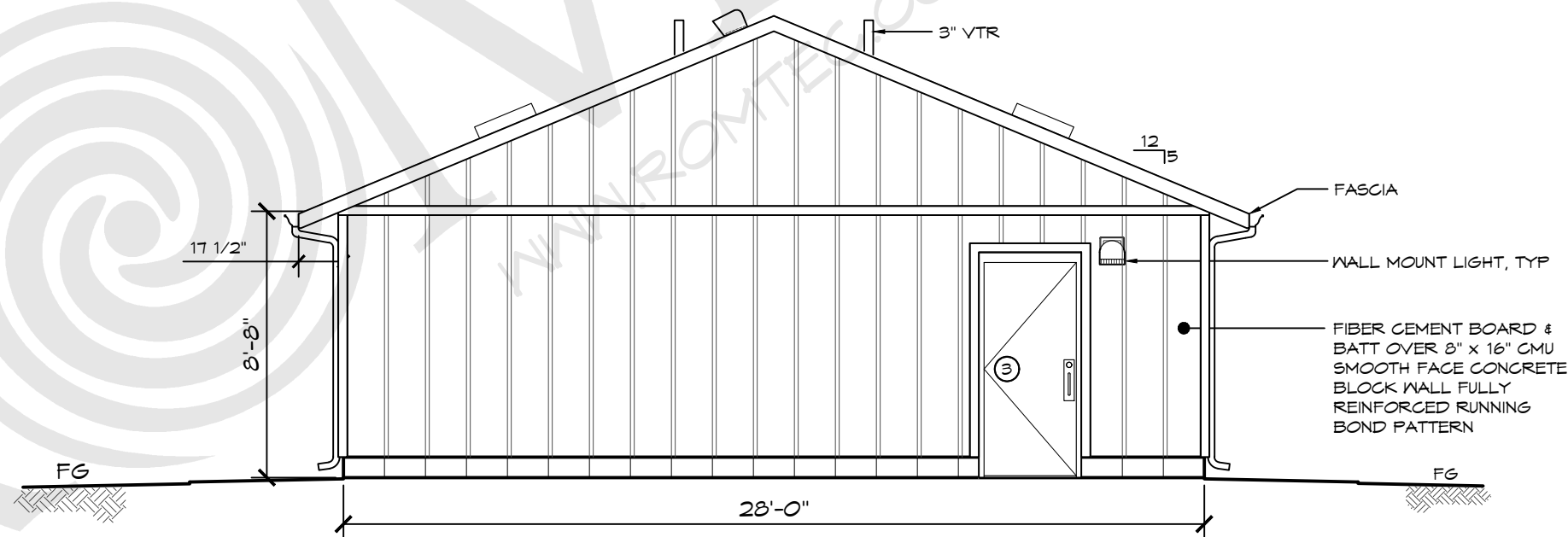


18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803

PRELIMINARY



C ELEVATION VIEW
SCALE: 3/16" = 1'-0"



D ELEVATION VIEW
SCALE: 3/16" = 1'-0"

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.

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PROJECT:
CITY OF OREGON CITY
MT. VIEW CEMETERY, RESTROOM
OREGON CITY, OREGON

PROJECT#: 1805

DATE: 5/11/2022

REVISIONS

REV.	DATE:	BY:

DRAWN BY: JS

SHEET NO.





18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Date
8/8/2022

PROPOSAL/PO #201710-01B

Mt. View Cemetery Restroom Project

Customer: City of Oregon City
Jon Waverly
500 Hilda Street
Oregon City, OR 97045



Oregon CCB #: 192589

Quantity	Building Proposal Description	Extended Price
1	Romtec Restroom Building - "Scope of Supply" per attached Drawings and Scope of Supply & Services dated 8/9/2022	\$ 248,575.37

KPN DISCOUNT: Available only to members of the Keystone Purchasing Network	9.00%	\$ (22,371.79)
Estimated Freight to: Oregon City, OR		\$ 2,803.50
<i>abrication & Installation" per attached Drawings and Scope of Supply & Services dated 8/9/2022</i>		<i>\$ 287,891.45</i>
<i>Payment & Performance Bond</i>		<i>\$ 10,337.97</i>
ROMTEC INC. PURCHASE ORDER TOTAL		\$ 527,236.50

***Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.**

***This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.**

***Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.**

***Romtec charges 2.75% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.**

***This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.**

***All freight estimates listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.**

***Non-Agency orders must be placed on Romtec Inc. purchase order forms.**

***Shipping prices are estimates only and are subject to change without notice.**

***Quote based on standard design averages, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soule Bearing: 1500 psf, Occupancy Type: U, Construction: VB.**

***Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.**

***Termination Clause in the Romtec proposal supersedes that in the KPN Contract**

***Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.**

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

*Romtec's standad insurance coverage document is available upon request. Unless otherwise specifically noted herein, Romtec's standard insurance coverage is accepted by Customer and considered sufficient coverge for all work related to this purchase order. Customer agrees to pay any costs related to additional insurance requirements not specifically noted in this order.

***The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Customer & Project Information request as expeditously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.**

Customer/Owner Authorized Signature	Date	Romtec Inc. Authorized Signature	Date
Customer/Owner Printed Name		Romtec Inc. Printed Name	
Customer/Owner Company			

TOPOGRAPHIC SURVEY

LOCATED IN THE
N.E. 1/4 SECTION 5, T.3S., R.2E., W.M.
CITY OF OREGON CITY, CLACKAMAS COUNTY, OREGON
JULY 26, 2022 SCALE 1"=10'

SURVEY NOTES:

THE DATUM FOR THIS SURVEY IS BASED UPON A STATIC GPS OBSERVATION OF LOCAL CONTROL POINTS, PROCESSED THROUGH OPUS. DATUM IS NAVD 88.

THE BASIS OF BEARINGS FOR THIS SURVEY IS PER MONUMENTS FOUND AND HELD PER RECORD OF SURVEY RECORDED UNDER PRIVATE SURVEY NUMBER 25998, RECORDS OF CLACKAMAS COUNTY.

PROPERTY LINES SHOWN HEREON ARE APPROXIMATE IN NATURE AND SHOULD BE TREATED AS SUCH. NO RESOLUTION WAS PERFORMED. LINES SHOWN ARE FROM EXISTING SURVEY DATA AND EXISTING PARCEL MAP DATA.

NO WARRANTIES ARE MADE AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS ADVERSE POSSESSION, ESTOPPEL, ACQUESCENCE, ETC.

NO TITLE REPORT WAS SUPPLIED OR USED IN THE PREPARATION OF THIS MAP.

UTILITY NOTES:

THE UNDERGROUND UTILITIES AS SHOWN ON THIS MAP ARE SHOWN BASED ON A COMBINATION OF INFORMATION, INCLUDING VISIBLE ABOVE GROUND STRUCTURES, AVAILABLE AS BUILT AND GIS MAPPING FROM LOCAL JURISDICTIONS, AS WELL AS SURFACE MARKINGS BY OTHERS.

THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.

THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

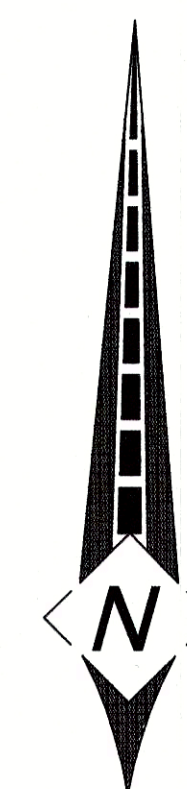
THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR.

INVERT ELEVATIONS AND PIPE SIZES SHOWN ARE APPROXIMATE ONLY, BASED ON FIELD OBSERVATIONS AS WELL AS AVAILABLE AS-BUILT DATA. ALL PIPE SIZES SHALL BE FIELD VERIFIED BY THE OWNER, ENGINEER, CONTRACTOR AND GOVERNING AGENCY PRIOR TO ANY CONSTRUCTION ACTIVITY. SURVEYOR DOES NOT WARRANT THE ACCURACY OF ANY PIPE SIZES SHOWN ON THIS SURVEY.

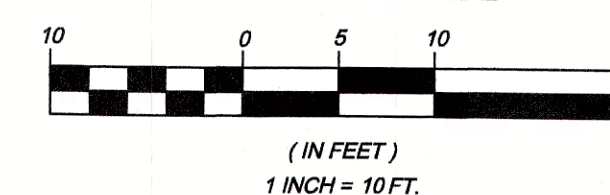
LEGEND:

Some Symbols shown may not be used on map

12" DECIDUOUS TREE	STP TRAFFIC SIGNAL POLE
24" EVERGREEN TREE	UTILITY POLE
DEAD TREE	LIGHT POLE
STORM SEWER MANHOLE	GUY WIRE
CATCH BASIN	ELECTRIC BOX
CURB INLET	ELECTRIC METER
AREA DRAIN	TRANSFORMER
DITCH INLET	ELECTRIC RISER
SANITARY SEWER CLEANOUT	HEAT PUMP
SANITARY SEWER MANHOLE	GATE POST
FIRE HYDRANT	CABLE TV BOX
WATER MANHOLE	CABLE TV RISER
WATER METER	OVERHEAD LINE
WATER VALVE	GAS LINE
HOSE BIB	ELECTRICAL LINE
IRRIGATION CONTROL VALVE	COMMUNICATIONS LINE
GAS VALVE	SANITARY SEWER LINE
GAS METER	STORM DRAIN LINE
MAILBOX	WATER LINE
UTILITY RISER	FENCE LINE
UTILITY BOX	HANDRAIL
TELEPHONE MANHOLE	ARBORVITAE ROW
TELEPHONE RISER	CONCRETE SURFACE
STORM OUTFALL	ASPHALT SURFACE
SIGN	
BOLLARD	
FOUND MONUMENT	
DOWN SPOUT TO STORM SYSTEM	
DOWN SPOUT TO SPLASH GUARD OR GROUND W/ PIPE DIRECTION	



GRAPHIC SCALE



SIGNED ON: 26 JUL 22

REGISTERED
PROFESSIONAL
LAND SURVEYOR

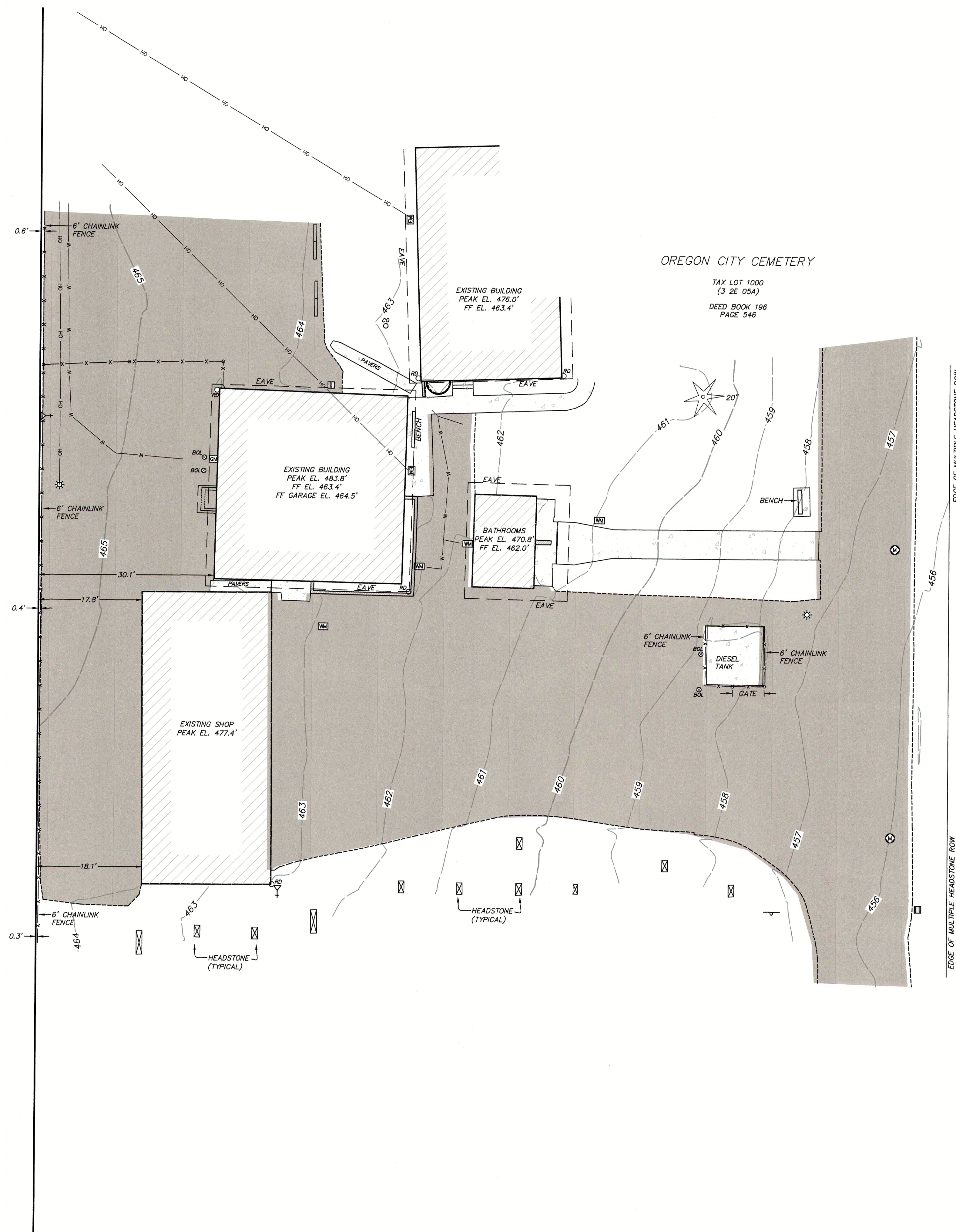
OREGON
JULY 13, 2004
TOBY G. BOLDEN
60377LS

RENEWS: DECEMBER 31, 2023

CENTERLINE CONCEPTS
LAND SURVEYING, INC.
19376 MOLALLA AVE., SUITE 120
OREGON CITY, OREGON 97045
PHONE 503.650.0188 FAX 503.650.0189

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CITY OF OREGON CITY
TAX LOT 2700
(3 2E 058A)
DOCUMENT NO.
2017-70664



TERMS & CONDITIONS ADDENDUM A

Date: August 31, 2022

ATTN.: City of Oregon City
Jon Waverly
500 Hilda Street
Oregon City, OR 97045

JOB NAME: Mt. View Cemetery

This Addendum A is now incorporated into the City of Oregon City (CITY) Purchase Agreement as an authoritative part of the Contractual Agreement between Buyer and Romtec, Inc. (CONTRACTOR). This Addendum A references specific articles of the Buyer Terms and Conditions Agreement where additions or subtractions to the Agreements verbiage be incorporated into, or stricken from, this Agreement relative to this project.

SECTION I A: CONTRACT AGREEMENT

Page 5 of 84: ARTICLE II -Time of Completion - *Strike the following disagreeable verbiage from this Agreement: *"The project shall be complete within 80 days from the Beginning of Contract Time as identified in 00180.50(b) of the Special Provisions"*

Page 5 of 84: ARTICLE II -Time of Completion - CONTRACTOR can agree to meet the specified final completion date of June 30, 2023, and pending no delay events occur that are outside of CONTRACTOR's control.

Page 6 of 84: ARTICLE IV - Warranty and Quality of Work - *Strike the following disagreeable verbiage from this Agreement: *"City's specifications"* and incorporate the following verbiage in its place: *"Romtec Inc.'s Scope of Supply and Design Installation Submittal"*

SECTION I B: PUBLIC IMPROVEMENT STANDARD CONDITIONS

~~Page 7 of 84: Section 1. Time of Completion - * Strike all current verbiage in this section.~~

Page 7 of 84: Section 1. Time of Completion - CONTRACTOR will not be held liable for any delay(s), damage(s) or cost(s) including liquidation damages or not performing (nonperformance) in accordance with the schedule of work for events not directly caused by CONTRACTOR, or for events outside of CONTRACTOR's control. Including, but not limited to delays caused by nonpayment, or late payment from CITY.

~~Note: CONTRACTOR will in good faith and to the best of its abilities deliver all products and preform all services described in CONTRACTOR's Scope of Supply and Design Installation Submittal and Notice to Proceed and follow such dates and as outlined in the Romtec, Inc. Scope of Supply and Design and Installation Submittal and Notice to Proceed documentation.~~

TERMS & CONDITIONS ADDENDUM A

Page 7 of 84: Section 2. Payments, Statements of Compliance and Subcontractor Payments. -

Deviation from payment terms will void credit/payment terms granted, and any remaining goods or services not yet delivered will be subject to prepayment terms whereby payment in full is due ten (10) days prior to delivery or deliverability.

Supply Payment Terms:

20% of total Supply value Due at Notice to Proceed and prior to a release to production or (i) six (6) months from receipt of signed contract whichever occurs first.

80% of total Supply value Due Net 30 from delivery or deliverability of building (structural components) or six (6) months from receipt of signed contract whichever comes first.

Note: Subcontractor allows for five (5) business days for CITY's review, inspection and acceptance of work or materials being invoiced and submit Subcontractors invoice to CITY's Accounts Payable department for payment processing. Those five (5) days are included in the payment terms due date from all aforementioned invoicing mile markers.

Special Note: Deliverability is the date that Subcontractor completes the production and is ready to deliver the goods to CITY per CONTRACTOR's Scope of Supply and Design Installation Submittal and Notice to Proceed.

Installation Terms:

25% of Installation value Due Net 30 from Mobilization

Note: Mobilization is defined as whichever comes first: (i) delivery or deliverability of building or (ii) Seven (7) days prior to Subcontractor's construction crew arriving on site.

35% of Installation value Due Net 30 from acceptance of Rough in, footings, foundations and slab(s) poured

35% of Installation value Due Net 30 from acceptance of Erection of structure (i.e. walls, roof, windows, vents placed)

5% of Installation value Due Net 30 from acceptance of Punch List sign off and final sign off

Note: CONTRACTOR allows for five (5) business days for CITY'S review, inspection and acceptance of work or materials being invoiced for and to submit CONTRACTORS invoice to their Accounts Payable department for payment processing. Those five (5) days are included in the payment terms due date from all aforementioned Installation Terms invoicing mile markers.

Special Note: Final sign off is limited to completion of CONTRACTORS scope of work defined by Romtec Inc.'s Scope of Supply and Design Installation Submittal and Notice to Proceed

Contractor reserves the right to suspend or rescind performance of any services or production of any product because of disputes, including disputes concerning payment. Payment shall not be withheld from Contractor for non-appropriation of funds. Contractor does not accept partial payments, offsets or retainage relative to any payment terms or milestones. Payment will not be withheld from Contractor for any reason beyond Contractor's control. If City fails to pay any amount when due, City agrees to pay the reasonable attorney fees (whether or not litigation is commenced) and any other costs or expenses

TERMS & CONDITIONS ADDENDUM A

Contractor incurs in pursuit of such collection(s). Payment is not conditional upon City non-appropriation of funds.

Page 7 of 84: Section 2. Payments, Statements of Compliance and Subcontractor Payments.:

Subsection c. Progress Payments and Retainage. - *Strike the following disagreeable verbiage from this Agreement: *"The City may reserve, as retainage from progress payments, an amount not to exceed five percent of the payment. The Contractor shall have the right to have cash retainage deposited in an interest bearing account, in accordance with ORS 279C.550. The City does not accept deposit bonds or securities in lieu of cash retainage."*

Page 7 of 84: Section 2. Payments, Statements of Compliance and Subcontractor Payments.:

Subsection e. Final Payment - *Strike the following disagreeable verbiage from this Agreement: *"Retainage held by City shall be included in, and paid to the Contractor, as part of the final payment."*

Page 7 of 84: Section 2. Payments, Statements of Compliance and Subcontractor Payments.:

Subsection e. Final Payment - final completion is defined here as Romtec, Inc.'s completion of its scope of work schedule in Scope of Supply and Design Installation Submittal.

Page 7 of 84: Section 2. Payments, Statements of Compliance and Subcontractor Payments.:

Subsection e. Final Payment - All parties required to sign off for the acceptance of the final invoice are to be available for final inspection within ~~forty eight (48) hours~~ **a reasonable time of the requested day and time from Contractor so as not to cause Contractor to incur costs** and that final acceptance is to be provided to Contractor within ~~twenty four (24) hours~~ **a reasonable time** of completion of the inspection. That time is included in the payment terms due date of all aforementioned Installation & Supply Terms invoicing mile markers.

~~Page 8 of 84: Section 3. Insurance, Indemnity, Termination.: Subsection a. Insurance. - *Strike the following disagreeable verbiage from this Agreement: "Each policy shall contain an endorsement entitling the City to not less than 30 days prior written notice of any material change, nonrenewal or cancellation."~~

~~Page 8 of 84: Section 3. Insurance, Indemnity, Termination.: Subsection a. Insurance. - Contractor will in good faith and to the best of its abilities notify City of any adjustment, reduction or cancellation(s) of Contractor's insurance coverage as it pertains to this project upon Contractor being notified of such adjustment, reduction or cancellation(s) of Contractor's insurance coverage by Contractor's insurance agent.~~

Page 9 of 84: Section 3. Insurance, Indemnity, Termination.: Subsection b. Indemnification - Contractor is not bound to or obligated by this clause to protect the City or Affiliates for event(s) or damage(s) not caused directly by Contractor.

Note: Contractor will not be subject to conditions that are outside of Contractor's control and can only agree to indemnify and holding harmless City or affiliates for actions that Contractor has control over.

TERMS & CONDITIONS ADDENDUM A

Page 9 of 84: Section 3. Insurance, Indemnity, Termination.: Subsection c. Termination and Suspension

- In the event that this Agreement is canceled for any reason, Contractor in no way grants permission to the City or any such affiliates to use any plans, drawings or material that Contractor has supplied. Contractor reserves all rights to these plans and drawings. These plans and drawings may not be reproduced, adapted or further distributed, and no buildings may be constructed from these plans without the written permission of Contractor.

Note: In the event this agreement is cancelled/terminated prior to project completion, Contractor's plan set copyright infringement clause remains in effect: 2019 Romtec, Inc All Rights Reserved. These plans and drawings may not be reproduced, adapted or further distributed, and no buildings may be constructed from these plans without the written permission of Romtec, Inc.

Page 9 of 84: Section 3. Insurance, Indemnity, Termination.: Subsection c. Termination and Suspension

- Should the City terminate or cancel this order for any reason prior to obtaining approval of the Contractor's Scope of Supply & Design Submittal, but after executing the Purchase Order, the City agrees to pay Subcontractor 40% 30% of the value of the Purchase Order. Should the City cancel this order after granting approval of the Subcontractor's Scope of Supply & Design Submittal but prior to granting Notice to Proceed, the City agrees to pay Subcontractor 60% of the value of the Purchase Order. Upon receiving approvals of the Subcontractor's Scope of Supply & Design Submittal with Notice to Proceed, Subcontractor will produce its products (and the City may not cancel the order), in conformance with this approved document. Subcontractor does not accept returns or exchanges. Payment to Subcontractor from City is not interdependent upon City receiving payment from Owner and this project may not be terminated or canceled due to non-appropriation of funds.

Note: Contractor cannot accept a termination or cancellation without the aforementioned type of assurance for reimbursement. This is a highly specialized and custom product that Contractor cannot begin production on without incurring a large amount of upfront costs and expenses, in addition to the aforementioned assurance(s), Contractor may require a deposit payment.

~~Page 9 of 84: Section 3. Insurance, Indemnity, Termination.: Subsection c. Termination and Suspension~~

~~*Strike the following disagreeable verbiage from this Agreement: "The City may terminate this contract or suspend the work at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest."~~

~~Page 9 of 84: Section 3. Insurance, Indemnity, Termination.: Subsection c. Termination and Suspension~~

~~*Strike the following disagreeable verbiage from this Agreement: "Including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications."~~

Page 10 of 84: Section 4. Liquidated Damages - Contractor will not be held liable for any delay(s), damage(s) or cost(s) including liquidation damages for events not directly caused by Contractor, or for events outside of Contractor's control. Including, but not limited to nonpayment, or late payment of Contractor invoices from City.

TERMS & CONDITIONS ADDENDUM A

Page 11 of 84: Section 10. Control of Work - All parties required to sign off for the acceptance of the final invoice are to be available for final inspection within ~~forty eight (48) hours~~ a reasonable time of the requested day and time from Contractor so as not to cause Contractor to incur costs and that final acceptance is to be provided to Contractor within ~~twenty four (24) hours~~ a reasonable time of completion of the inspection. That time is included in the payment terms due date of all aforementioned Installation & Supply Terms invoicing mile markers.

Page 11 of 84: Section 18. Ownership of Work Product; License - In the event that this Agreement is canceled for any reason, Contractor in no way grants permission to the City or any such affiliates to use any plans, drawings or material that Contractor has supplied. Contractor reserves all rights to these plans and drawings. These plans and drawings may not be reproduced, adapted or further distributed, and no buildings may be constructed from these plans without the written permission of Contractor.

Note: In the event this agreement is cancelled/terminated prior to project completion, Contractor's plan set copyright infringement clause remains in effect: 2019 Romtec, Inc All Rights Reserved. These plans and drawings may not be reproduced, adapted or further distributed, and no buildings may be constructed from these plans without the written permission of Romtec, Inc.

End of Addendum A.

Please sign and return a copy of this Addendum A. to Seller for our records.

Respectfully,

Romtec Signature

Date

City Signature

Date



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: 09/07/2022

SUBJECT:

Goods and Services Contract with Taurus Power & Controls, Inc. for the Mountain View Pump Station VFD and Communications Upgrade Project (CI 21-015)

STAFF RECOMMENDATION:

Award the bid and authorize the City Manager to execute the Goods and Services Contract with Taurus Power & Controls, Inc. in the amount of \$82,749 for completion of the Mountain View Pump Station VFDs and Communication Upgrade Project (CI 21-015).

EXECUTIVE SUMMARY:

The Mountain View Pump Station is a critical asset to the City, providing water to nearly 70% of its customers. The existing 3 variable speed drives (VFDs) have reached the end of their useful life, with parts becoming hard to find. Replacement of the VFDs before failure is critical to providing quality, reliable water. With the upgrade, communication lines will also be upgraded to current ethernet technology.

BACKGROUND:

Procurement was completed in accordance with ORS 279B.070 requiring the City to seek at least three competitive quotes from perspective contractors to provide materials, equipment, labor, and services.

On August 4, 2022, request for quotes was issued to three qualified firms which had confirmed interest in providing a quote: Taurus Power & Controls, Inc., Mitchel Lewis Stavor, and The Automated Group (TAG). Confirmation of receipt for request for quotes was received. Quotes were due August 17, 2022. Taurus Power and Controls, Inc. was the sole contractor to submit a quote. The quote of \$ 82,749.00 is 30% below the estimated cost of \$118,100.

Construction will occur between October 2022 and June 2023 during the low water demand period.

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: \$82,749.00

FY(s): 2022/23

Funding Source(s): Water Fund

**CITY OF OREGON CITY
GOODS AND SERVICES CONTRACT**

MT. VIEW PUMP STATION VFD AND COMMUNICATION UPGRADE (CI 20-015)

This SMALL CONSTRUCTION PROJECT – PUBLIC IMPROVEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **TAURUS POWER AND CONTROLS, INC** (“Contractor”).

RECITALS

A. City requires services that Contractor is capable of providing under the terms and conditions hereinafter described.

B. Contractor 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, 2023**, 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 Contractor’s performance that has not been cured.

2. Compensation. City agrees to pay Contractor a single lump-sum basis for the services required, upon completion and acceptance by the City. Total compensation, including reimbursement for expenses incurred, shall not exceed **eighty-two thousand, seven hundred forty-nine dollars and no cents (\$82,749.00)**. Partial payments may be requested for VFDs. Partial payment will be made if VFDs are delivered and stored on-site in designated location before October 30, 2022. The amount paid will be 90 percent of the invoiced amount, as shown on copies of the paid invoices for the VFD equipment. The amount paid will be deducted from the final lump sum payment upon completion and acceptance by the City.

3. Scope of Services. Contractor will furnish all labor, materials, and services necessary to complete the work (“Work”), under this Agreement and as set forth 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. Statutory Conditions. This Agreement shall include all of the statutory conditions as detailed in Exhibit C (also titled Section III C), attached hereto and by this reference incorporated herein.

6. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

7. Integration. This Agreement, along with the bid documents, attached as Exhibit A, the Standard Conditions to Oregon City Goods and Services Contract, attached as Exhibit B, and the Statutory Conditions to Contract Agreement as Exhibit C 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.

8. **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
13895 Fir Street
Oregon City, OR 97045
Attention: John M. Lewis, Public Works Director

To Contractor: **Taurus Power & Controls, Inc**
9999 SW Avery St
Tualatin, OR 97062
Attention: Merle Olson
Phone: 503-692-9004

Contractor 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.

9. **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 _____, 2022.

CITY OF OREGON CITY

TAURUS POWER AND CONTROLS, INC

By: _____
Anthony J. Konkol, III
Title: City Manager

By: _____
Rob Bulfinch

Title: Vice President

DATED: _____, 2022.

DATED: _____, 2022.

By: _____
John M. Lewis
Title: Public Works Director

DATED: _____, 2022.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

APPROVED AS TO LEGAL SUFFICIENCY:

DATE: _____

By: _____
City Attorney

EXHIBIT A
SCOPE OF SERVICES
Mt. View VFD and Communications Upgrade

EXHIBIT A INCLUDES THE FOLLOWING DOCUMENTS

Instructions to Bidders

Quote from Contractor: As Submitted

Technical Specifications:

Mountain View Pump Station VFD and Communication Line Upgrade Prepared by R & W
Engineering, July 11, 2022

Plans:

City of Oregon City Mountain View Pump Station VFD and Communications Upgrade, June
2022

Instruction to Bidders

In accordance with ORS 279B.070, the City seeks at least three competitive quotes from perspective contractors to provide materials, equipment, labor, and services for replacement of 3 variable speed drives (VFDs) and upgrade of the communication lines, as set forth herein, for the City's Mt. View Pump Station.

The City will award the contract to the offeror whose quote serves the interests of the City, taking into account price as well as considerations, including, but not limited to, experience with similar systems and municipal work.

Quotes will be received by Patty Nelson, Senior Engineer, Public Works Department via email at pnelson@orc.org **no later than 5:00 pm, local time, August 17, 2022.**

Quote

Quote shall include lump sum price of bid, VFD model being quoted, project name, general description of work and be submitted on company letter head including company name, address, facsimile and telephone number, email, name of authorized agent, signature of agent including agent's title, and tax ID number .

TAURUS

POWER & CONTROLS, INC.

Item 7e.

Proposal #22-5469

August 24, 2022

Subj: Mt. View PS VFD & Comms Station Rev.1

Bid Date/Time: 8/15

Addenda Acknowledged: n/a



Taurus MBE/DBE #'s:

Washington- M4M0025991/D4M0025991

Oregon- COBID #11873

ELECTRICAL AND CONTROLS SERVICES

Taurus Power and Controls, a full-service MBE/DBE control system integration firm, is pleased to present the following proposal:

TOTAL MATERIAL & LABOR

\$ 82,749.00

I. SCOPE OF SUPPLY

Provide engineering, design, materials, and labor to build the following control system and supply instrument components.

- Material
 - Qty (3) 200HP A/B PowerFlex 753 VFD
 - Qty (3) 24VDC I/O Modules
 - Qty (3) Ethernet I/P Adapters
 - Qty (3) Remote (Door Mount) HIM
 - Qty (1) 6-Port Managed Switch Hirschmann Switch as Specified
 - LOT Electrical Material
- Onsite Services
 - Initial visit by Programmer and VFD Tech to obtain current copies of Programs to be modified and Drive Parameters
 - Demo Existing VFD's
 - Existing VFD's to remain property of Oregon City
 - DeviceNet Interface
 - Demo DeviceNet Cabling
 - Remove DeviceNet Module from Existing PLC
 - This work not to be completed until Final Testing of Ethernet I/P system is finalized

24 Hr. Emergency Service 1-800-755-7694

TaurusPower.com



Page 179

- Install New VFD's
- Install New HIM Modules
- Ethernet Interface
 - Install Ethernet Switch in existing PLC Cabinet
 - Install Ethernet Cable from VFD to PLC
 - **This work to be completed before Installation/Start-Up**
- Estimated Installation/Start-Up Sequence based on (1) VFD being modified each Stage (**This allows for (2) VFD's to be operational**)
 - VFD #1
 - Day 1
 - Demo VFD
 - Install New VFD
 - Install HIM
 - Day 2
 - Program VFD
 - Load Stage (1, 2 or 3) PLC Program (See Below)
 - Verify Communications
 - Validate Code
 - Test VFD Operation with Owner
 - Day 3
 - Final Testing (If required)
 - VFD #2 & #3 will be similar to the above VFD #1 sequence
 - A total of 3 Weeks will be required for the installation, (1) VFD per week. Work starting on Monday of the work week.
- Offsite Services
 - Procure Material
 - Programming
 - Modify existing PLC Program
 - Stage 1 – Single VFD on Ethernet I/P, Two on DeviceNet
 - Stage 2 – Two VFD's on Ethernet I/P, Single on DeviceNet
 - Stage 3 – All VFD's on Ethernet I/P
 - **Stage 4 – Once all VFD's are functional on Ethernet I/P, DeviceNet Interface to be removed from PLC and associated Programming**
 - Translate Danfoss VFD Parameter Set to Allen Bradley VFD Parameter set. VFD's to be preprogrammed before delivered to Site.
 - AutoCAD
 - Provide Updated wiring Schematic for VFD

II. **EXCLUSIONS** ~~(standard exclusions unless specifically noted otherwise in this proposal)~~

- ~~• Bonding, taxes, or subcontract administration costs (Taurus bids as a supplier)~~
- ~~• Utility &/or PUD Charges or fees. Any required permits~~
- UL listing of modified panels
- Civil or mechanical work

IV. **EXPENSES**

If additional work is required ~~beyond the project description above, or any services are performed outside of our project scope of supply, or Taurus must return to site due to no-fault of Taurus,~~ this work will be billed on a time and materials basis at the applicable rate from Taurus Power and Controls' current rate sheet. Incidental expenses such as meals, lodging, commercial travel, etc., will be billed at cost plus 15%. Mileage will be billed at \$.80 per mile. Travel time and mileage will be billed portal to portal from Taurus' office. ~~Taurus requires a two-week advanced notice for our requested onsite services and a signed Onsite Field Authorization Certification (OFAC) form confirming all pre-startup checklist items are complete.~~

V. **TERMS AND CONDITIONS**

Payment terms: As per a schedule of values. This proposal is valid for a period of sixty (60) days from date of presentation. Submittals can typically be expected 8 to 10 weeks after notice to proceed. Standard delivery is 16 to 18 weeks after receipt of approved submittals. Delivery is tailgate jobsite. Expediting charges are not included in the above pricing. Taurus is providing this proposal as a supplier, not as a sub-contractor. Please contact Taurus for additional administration cost for Taurus to perform as a sub-contractor (Taurus CCB # for Oregon 0076781, for Washington TAURUPC946LN). This proposal is automatically included and made part of any engagement of Taurus to perform this work.

Taurus Power and Controls would like to thank you for this opportunity to present our services. If we can address any questions regarding this proposal or be of further assistance, please feel free to call, text or email.

Sincerely,
Taurus Power & Controls, Inc.

David Koons

Seattle Operations Manager

DKoons@TaurusPower.com

Cell: 206-510-4327

Office: 425-656-4170

Ben Upshaw

Sales and Estimation

B.Upshaw@TaurusPower.com

Direct: 503-924-4285

Office: 503-692-9004



City of Oregon City



MOUNTAIN VIEW PUMP STATION VFD AND COMMUNICATION LINE UPGRADE CI 20-015

TECHNICAL SPECIFICATIONS

PREPARED BY



Seal w/Signature



EXPIRES: 6/30/23

2022.07.11 09:50:31-07'00'

Signing as the Professional
Engineer of Record for the
Technical Specifications

Section 26 00 10
Section 26 05 19
Section 26 05 23
Section 26 05 26
Section 26 05 53
Section 26 09 00
Section 26 29 23

Date Signed: July 11, 2022

SECTION 26 00 10 - SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL

1.1 SUMMARY

- A. The following supplements all sections of this specification and applies to all work specified, shown on the drawings, or required to provide a complete installation of approved electrical systems.
- B. Furnish all labor, equipment, appliances, materials, transportation, facilities, services, tools and other equipment, and skilled supervision necessary for the construction, erection, installation, connection, testing, integration, and adjustment of all circuits and electrical equipment specified herein, shown, or noted on the drawings; specified or required in other portions of this specification; and its delivery to the City complete in all respects and ready for use.
- C. The Contractor shall be responsible for the provision of all equipment, unless otherwise specified or shown. In addition, the Contractor shall be responsible for the following:
 - 1. Visit the site of proposed construction. Verify and inspect the existing site to determine all conditions that affect this work.
 - 2. Investigate and be apprised of the applicable codes, rules, and regulations as enforced by Authorities Having Jurisdiction (AHJs).
 - 3. Use this Specification as a guide for workmanship and materials of construction.

1.2 SCOPE OF WORK

- A. The scope of this project includes:
 - 1. Removal and disposal of the existing (3) Variable Frequency Drives and replacing with new Variable Frequency Drives inside the same, existing Variable Frequency Drive enclosures. Existing Drives use DeviceNet protocol for communicating with the existing PLC. The new Drives will utilize EtherNet/IP protocol.
 - 2. Modification of the existing PLC program to replace the DeviceNet I/O for the existing Drives with equivalent EtherNet/IP I/O for the new Drives. Modify existing OIT and City's SCADA/HMI system, as may be required.
 - 3. Removal of DeviceNet system, with the exception of the DeviceNet Communications module that is part of the existing PLC.
 - 4. Other related modifications, as may be required, for proper operation of pump station, including monitoring/control via existing SCADA network.
- B. Scheduling: The Contractor shall coordinate VFD replacement with the Owner. The VFD's installation is limited to low demand periods, which are generally between September 15th and May 15th. If forecasted temperatures for the upcoming two weeks are expected to exceed 80 degrees, the date to remove the VFD's may be moved or adjusted at the City's discretion.
- C. Sequencing:
 - 1. Pump Station is to remain operational throughout all stages of work. Existing Drives will be replaced one at a time, with the new Drive installed, tested, and fully operational

- before next existing Drive is removed; only one pump may be out-of-service at any given time. Current order of replacement is VFD-3 first, VFD-2 second, and VFD-1 last.
2. Both the existing DeviceNet network and the new EtherNet/IP network shall operate in parallel until the last existing Drive is taken off-line for removal. Once this is done, the existing DeviceNet hardware is to be removed and disposed of by the Contractor.

1.3 INTENT OF DRAWINGS AND SPECIFICATIONS

- A. Electrical drawings show only general locations of equipment, devices, and raceway, unless specifically dimensioned. The Contractor shall be responsible for the proper routing of raceway, subject to the approval of the Engineer.
- B. Riser and other diagrams are schematic only and shall not be used for obtaining quantities.
- C. The electrical drawings do not show complete details of the site conditions. The Contractor shall verify actual conditions at the project site.

1.4 DEPARTURES FROM CONTRACT DOCUMENTS

- A. Submit to the Engineer, in writing, details of any proposed departures from these Contract Documents, and the reasons the departures are necessary. Submit such requests as soon as practicable but no later than within 30 days after award of the Contract. Make no such departures without written approval of the Engineer.

1.5 COORDINATION OF WORK

- A. The Contractor shall plan his work in coordination with Owner.
- B. The Contractor shall field verify all dimensions of equipment to be installed or provided by others so that correct clearances and connections may be made between the work installed by the Contractor and equipment installed or provided by others.
- C. All working measurements shall be taken from the sites, checked with those shown on the drawings, and if they conflict, reported to the Engineer at once, and before proceeding with the work. Should the Contractor fail to comply with this procedure, he shall alter his work at his own expense as directed by the Engineer.
- D. No extra payments will be allowed where obstructions in the work of other trades or work under this contract requires offsets to conduit runs.
- E. The Contractor is responsible for all alterations in the work to accommodate equipment differing in dimensions or other characteristics from that shown or specified.

1.6 SUPERVISION

- A. The Contractor shall maintain adequate supervision of the work and shall have a responsible person in charge during all times that work under this contract is in progress, or when necessary for coordination with other work.

1.7 CODES AND STANDARDS

- A. All work and materials shall conform to the applicable current standards (standard rules, regulations, and specifications) of the National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronic Engineers (IEEE), National Electrical Manufacturers' Association (NEMA), American National Standards Institute (ANSI), Insulated Cable Engineers Association (ICEA), Occupational Safety and Health Administration Standards (OSHA), State and local electrical codes, and other specifically cited standards, as applicable. All materials unless otherwise approved by local government authorities shall bear the label of, or be listed by, a Nationally Recognized Testing Laboratory (NRTL); the Underwriters' Laboratory, Inc. (UL) is one such NRTL. Where conflicts exist between any of the above standards, the standard which is most stringent shall take precedence. Where the contract documents exceed minimum requirements, the contract documents take precedence.
- B. Observe where applicable the prevailing rules and requirements of the National Fire Protection Association (NFPA), the State and local fire marshals' regulations, and standards pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous conditions.
- C. Resolve at the Contractor's expense all conflicts with applicable standards and provide a complete installation of Electrical Work, approved in all respects. Certain methods and materials for the project may require special approval and it is the Contractor's responsibility to prepare and submit to all approving authorities additional clarifying details, test data, methods and materials as needed to secure the required approval and resolve conflicts.

1.8 WORKMANSHIP

- A. All work shall be performed by personnel skilled in the particular trade. Workmanship shall conform to the standards of the NEC and the installation standards of the National Electrical Contractors' Association (NECA).
- B. The Engineer shall be the sole judge as to whether or not the finished work is satisfactory; and if in his judgment any material or equipment has not been properly installed or finished, the Contractor shall replace the material or equipment whenever required, and reinstall it in a manner entirely satisfactory to the Engineer without any increase in cost to the Owner.

1.9 PERMITS, FEES AND SERVICE CHARGES

- A. Contractor shall obtain all permits and pay all fees.

1.10 SUBSTITUTION OF MATERIALS AND EQUIPMENT

- A. In accordance with provisions elsewhere in these Contract Documents, manufacturers' names and catalog numbers stated herein are intended to indicate the type and quality of equipment or materials desired.
 - 1. Exception: In order to maintain City standards, no substitutions will be accepted for Variable Frequency Drives or Ethernet Network Switches.
- B. Make requests for approval of alternates in writing to the Engineer. Provide sufficient material or data to allow evaluation of the proposed alternatives and determination of compliance with these Contract Documents. List any proposed deviations from these Contract Documents.
- C. Requests for equipment substitutions will be reviewed during the submittal process. Requests for equipment substitutions received prior to the bid opening date will not be reviewed.

1.11 PREINSTALLATION MEETINGS

- A. Electrical Preconstruction Conference: Schedule conference with Owner and Engineer, no later than 15 days after notice to proceed. Agenda topics include, but are not limited to, the following:
 - 1. Electrical installation schedule.
 - 2. Commissioning activities.

1.12 SHOP DRAWING AND SAMPLE SUBMITTAL REQUIREMENTS

- A. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - 1. Reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.
 - 2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto.
 - 3. Determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work.
 - 4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or

Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review of each such variation.

D. Definitions:

1. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
2. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.13 SUBMITTAL PROCEDURES

- A. The Contractor shall submit, prior to the beginning of any work, a list of "intends to use" for review by the Owner.
- B. Safety and Materials: All materials submittals shall include copies of the Material Safety Data Sheet (MSDS).
- C. Number of Submittals Required: One (1) electronic copy (.pdf format), for each submittal.
- D. Identification: Completely identify each submittal and re-submittal with the following information:
 1. Name, address, phone and e-mail of submitter and contact person
 2. Name of Project.
 3. Drawing Number and Specification section number for reference.
 4. Status of submittal, if original or resubmit and number of re-submittal.
- E. Contractor shall submit Shop Drawings and Samples to Engineer for review.
- F. Transmit each submittal with Owner-accepted transmittal form certifying compliance with requirements of Contract Documents.
- G. Sequentially number transmittal forms. Mark transmittal forms for resubmittals with original number and sequential alphabetic suffix.
- H. Show each Submittal with the following numbering and tracking system:
 1. Submittals shall be numbered sequentially according to submission time. For example, the first product submittal would be "001". Resubmittals of that submittal would be "001a", followed by "001b", and so on. The second product submittal would be "002".
 2. Submittals should indicate the relevant specification section. Submittals containing product information from multiple sections of the specifications will not be reviewed. Contractor and/or their supplier shall divide submittals in a manner that meets the numbering and tracking system requirements stated herein.
 3. Alternative method of numbering may be used if acceptable to Engineer.
- I. Identify: Project, Contractor, subcontractor, and supplier; pertinent drawing and detail number; and specification Section number appropriate to submittal.

- J. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- K. Coordinate submission of related items.
 - 1. All shop drawings for interrelated items shall be scheduled for submission at the same time.
 - 2. The Engineer may hold shop drawings in cases where partial submission cannot be reviewed until the complete submission has been received or where shop drawings cannot be reviewed until correlated items affected by them have been received. When such shop drawings are held, the Engineer will advise the Contractor in writing that the shop drawing submitted will not be reviewed until shop drawings for all related items have been received.
- L. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- M. Allow space on submittals for Contractor and Engineer review stamps or comments.
- N. When revised for resubmission, the Contractor shall identify changes made since previous submission. A narrative of changes shall be provided, and shop drawings or calculations shall indicate that a revision was made.
- O. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with review comments.
- P. Submittals not requested will not be recognized nor processed.
- Q. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Engineer.

1.14 ENGINEER REVIEW OF SUBMITTALS

- A. Unless otherwise specified in the Technical Specifications, the Engineer shall review the submittal within fourteen (14) calendar days after receipt of the submittal for review and return the marked-up copies to the Contractor. Plan accordingly. Any originals will be retained by the Engineer.
- B. Informational submittals and other similar data that are for Engineer's information do not require Engineer's responsive action and will not be reviewed nor returned with comment.
- C. The Engineer's review of submittals and shop drawings is not a check of any dimension or quantity and will not relieve the Contractor from responsibility for errors of any sort in the submittals and shop drawings.
- D. Submittals made by Contractor that are not required by Contract Documents may be returned without action.

- E. The Engineer will review the submitted data and shop drawings and return to the Contractor with notations thereon indicating "Reviewed", "Furnish as Corrected", "Rejected", or "Revise and Resubmit". A notation of "Other" indicates Engineer has not reviewed the data, but comments are provided.
- F. Submittals for Review and Comment:
1. If the review indicated that the material, equipment, or work method is in general compliance with the project documents, submittal copies will be marked "Reviewed". In this event, the contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.
 2. If the review indicated limited corrections are required, copies will be marked "Furnish as Corrected". The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O & M data, a corrected copy must be provided as part of the O & M data.
 3. If review reveals that the submittal is insufficient or contains incorrect data, copies will be marked and returned with "Revise and Resubmit". Except at its own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned noted either, "Reviewed" or "Furnish as Corrected".
 4. If the review indicated that the material, equipment, or work method does not comply with the project documents, copies of the submittal will be marked, "Rejected". Submittals with deviations which have not been identified clearly may be rejected. The Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "Reviewed" or "Furnish as Corrected".
- G. If more than two (2) submissions of an item are required to meet the Project specifications, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- H. Engineer will provide timely review of Shop Drawings and Samples. Engineer's review will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- I. Engineer's review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
- J. Engineer's review of a separate item as such will not indicate approval of the assembly in which the item functions.
- K. Engineer's review of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 1.12.C and Engineer has given written acceptance of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such accepted variation from the requirements of the Contract Documents in a Field Order.

- L. Engineer's review of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 1.12 A. and B.
- M. Engineer's review of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- N. Neither Engineer's receipt, review, return of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
- O. Contractor shall perform the Work in compliance with the requirements and commitments set forth in returned Shop Drawings and Samples, subject to the provisions of Paragraph J, above.

1.15 RESUBMITTAL PROCEDURES

- A. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- B. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required review of an item with no more than two submittals. Engineer will record Engineer's time for reviewing a third or subsequent submittal of a Shop Drawings, sample, or other item requiring review, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
- C. If Contractor requests a change of a previously reviewed submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

1.16 OPERATION AND MAINTENANCE MANUALS SUBMITTALS

- A. Summary:
 - 1. Complete Operation and Maintenance (O & M) manuals covering all equipment and systems furnished under these contract documents shall be prepared by the Contractor.
 - 2. The information shall be prepared for use by the Owner's personnel in the form of an instructional manual.
 - 3. The O & M manual shall include all installation, operation, maintenance, handling, storage, assembly, erection and other pertinent information for all equipment, systems, subsystems, appliances, materials, finishes and other materials furnished and installed on or at the project.
 - 4. Comb bound manufacturer's literature will not be accepted.

B. Submittals:

1. The Contractor shall submit to the Owner one (1) electronic copy (in PDF format) of the proposed O & M Manual for review by the Owner. After reviewing the manual for compliance with the specifications, the Owner's comments will be returned to the Contractor for revision of the manual.
2. The Contractor shall submit to the Owner one (1) electronic copy (in PDF format) of the revised manual for review by the Owner. After reviewing the manual for compliance with the specifications and previous comments, the Owner's comments will be returned to the Contractor for additional revisions, if any.
3. Near completion of the project, but prior to Final Completion of the work, the Contractor shall submit to the Owner one (1) electronic copy (in PDF format) of the updated O & M Manual to reflect the "as built" project for review by the Owner. After reviewing the manual for compliance with the specifications, the Owner's comments will be returned to the Contractor for revisions, if any.
4. The Contractor shall provide three (3) final, printed ("hard") copies of the manual and one (1) electronic copy (in PDF format) of the manual.

C. Binders:

1. All hard copies of the O & M information shall be bound in a binder with durable cleanable plastic covers. Each binder shall have:
 - a. 2-inch material capacity, minimum. Use larger binders, up to 3-inch material capacity, if necessary. If more than 3-in of material capacity is required, use multiple binders of the same size (use smallest practical size).
 - b. D-ring style.
 - c. 2 interior pockets.
 - d. Lever ring operators.
 - e. Clear vinyl extended view front and back pockets.
 - f. Vinyl cover shall be light grey or white.
2. Binder Cover(s) and Spine(s)
 - a. The cover of each binder shall include the following, in order from top to bottom:
 - 1) Project Name
 - 2) "OPERATIONS AND MAINTENANCE MANUAL"
 - 3) "VOLUME X OF Y" (where "X" equals current volume number and "Y" equals total number of volumes).
 - 4) OWNER:
 - b. The Spine of each binder shall include the following in order from top to bottom:
 - 1) Project Name
 - 2) "OPERATIONS AND MAINTENANCE MANUAL"
 - 3) "VOLUME X OF Y " (where "X" equals current volume number and "Y" equals total number of volumes).
 - 4) OWNER:

D. Table of Contents (ToC):

1. The table of contents shall be included in each volume. The table shall be neatly typewritten, arranged in a systematic order as follows:
 - a. Project Name
 - b. Year
 - c. Owner (name, address, and telephone number)
 - d. Engineer (name, address, and telephone number)
 - e. Contractor (name, address, and telephone number)
 - f. List of each product or item included in each volume. The contents of all volumes shall be listed
2. The table shall provide a breakdown of the contents found in each volume.

E. Dividers: All dividers shall be white and have standard three ring book punched holes with a reinforced binding edge. The divider tabs shall be integral to the divider with plastic coated colored tabs. Adhesive tabs will not be accepted. Each divider tab shall have the item description printed on the tab.

F. Content Format:

1. General:
 - a. Page Size:
 - 1) Regardless of page size, all information shall be legible. Text deemed "too small" by the Owner is not legible.
 - 2) Except as listed below, all pages (printed or PDF) shall be 8.5-in x 11-in.
 - 3) Large spreadsheets may be 11-in x 17-in, if required for clarity/legibility.
 - 4) Drawings may be 11-in x 17-in or 22-in x 34-in. "Full-size" drawings shall not exceed 22-in x 34-in in size.
 - 5) Where manufacturers' data does not conform to these requirements, Contractor shall re-size the data. All re-sized data shall be legible.
 - b. Hard Copies:
 - 1) Paper: 20- pound minimum for typed pages.
 - 2) Text: Type written, 10-point minimum point size or Manufacturer's printed data sheets.
 - 3) Three hole punch all data for binding in three ring binders.
 - c. Provide fly-leaf for each separate product, or piece of operating equipment, with a description of the product and major component parts of the equipment, with typed description of the product and major component parts of equipment.
 - d. Each fly-leaf shall include the name, address, and telephone number of the subcontractor, supplier, or installer as appropriate and where possible the model or part number of the product.

2. Product Data and Information:

- a. Include only those sheets that are pertinent to the specific equipment, product, device or system.
- b. Each sheet of the product data literature shall be clearly annotated with the product or part(s) installed, identification of subassemblies, drawings and appropriate descriptive narratives. The annotation type shall be consistent throughout the manual.
- c. All references to non-applicable information shall be deleted or marked out to indicate the information is not applicable to the project.
- d. All product information shall include: performance curves (where applicable), recommended spare parts, handling, storage, maintenance, operation, assembly, erection, installation, adjusting, emergency shutdown, troubleshooting, and as may be otherwise required.
 - 1) Where items or assemblies do not require periodic maintenance, include a statement to that effect with the other data for that item or assembly.
- e. All testing and certification information and requirements identified within these Contract Documents or as required by local, state or federal codes or laws.
- f. Supplemental text shall be included for all product data where needed to further clarify any information or procedures.
- g. Original manufacturer's literature shall be used in all instances where colored or black and white photos are a part of the product data literature or other information. Photocopying of original manufacturer's literature in all other instances will be acceptable provided the quality is equal to that of the original literature published by the manufacturer.
- h. Electrical or electronic items or systems (supplemental information required to proceeding):
 - 1) Provide a description of the unit or component part which will include performance curves, engineering data, nameplate data, and test results (motor test data sheets, circuit tests, etc.).
 - 2) Interconnecting wiring diagrams, including all control and lighting systems.
 - 3) Listing of all panel board circuit directories.
 - 4) All manufacturer's printed operating and maintenance instructions for all electrical systems and components.
 - 5) List of recommended spare parts.
 - 6) Additional requirements for electrical equipment as defined in Division 26.
- i. Materials and Finishes:
 - 1) Manufacturer's data including catalog number, size, and composition.
 - 2) Color and texture designations.
 - 3) Care and maintenance instructions including cleaning agents and methods, cleaning precautions and recommended cleaning and maintenance schedules.

- 3. Drawings: Drawings shall be used to clearly illustrate product data information and other structural materials supplied on the project. Drawings shall be included with the product data sheets and O & M manual information when appropriate or in Operation and

Maintenance Data individual sections if not applicable to other products. Drawings to be included shall (as applicable):

- a. Include individual product control, mechanical, and process flow diagrams for all products.
- b. Be reduced to 11-in x 17-in and Z-folded to 8.5-in x 11-in or 8.5-in x 11-in when practicable. Drawing title blocks shall be visible without unfolding the drawing. All drawings so reduced must in the opinion of the Owner be completely legible. Drawings deemed not to be legible shall be replaced with full size drawings by the Contractor.
- c. Full size drawings shall be folded and placed in 8.5-in clear vinyl sheet protectors and bound in the manual with title blocks clearly displayed.
- d. Drawings included with the manufacturer's literature shall be indexed by the manufacturer.

4. Electronic Format:

- a. The file and folder structure of the electronic copy of the O & M manual is to mirror the tabbed structure of the hardcopy.
- b. Electronic documentation shall be provided on standard USB media. All documents shall be provided in Adobe Systems portable document format (PDF), viewable with Adobe Reader, latest version. Where possible, the PDF documents shall be produced using a printer driver engine. Documents for which no electronic form exists may be scanned at 100 percent image scaling and a resolution of 300 dpi or better.
- c. All PDF files shall be text captured, image with hidden text, optimized, searchable, and indexable using the Adobe Acrobat Catalog engine.
- d. Drawings generated in AutoCAD shall be provided as both DWG files and PDF files.
- e. Electronic copy of O & M manuals shall have bookmarks for quick navigation. There shall be bookmarks for each "Tab" and each major section/item within each tab, as a minimum. Additionally, each drawing shall have its own bookmark. All bookmarks shall be appropriately named.

1.17 ELECTRICAL SUBMITTALS AFTER AWARD OF CONTRACT

- A. The Contractor shall provide complete manufacturer's descriptive information and shop drawings for all equipment, material, and devices furnished under this Division, including certified outline drawings, arrangement drawings, elementary (schematic) diagrams, interconnection diagrams, and connection diagrams, in accordance with the provisions in these Contract Documents.

1. All submittals (including O & M Manuals) shall be made in an electronic, PDF format. All materials provided in the PDF submittals shall use standard page sizes of 8.5" x 11" for all non-drawing pages. Drawings and/or schematics may use 8.5" x 11", 11" x 17", or 22" x 34" sized pages, as applicable. Sizes 11" x 17" and 22" x 34" are generally preferred for shop drawings, sketches, wiring diagrams, and similar, but may use 8.5" x 11" provided they are normally issued and/or are legible at that scale. Large spreadsheets may use 11" x 17" where required for legibility. All pages shall be legible, regardless of page size.

2. Where manufacturer's standard literature with non-standard page sizes are used, Contractor shall re-size such material to conform with the standard sizes listed. Contractor may use any means necessary to have the information re-sized, but all re-sized materials must be legible.
 3. Electronic submittals with non-standard page sizes are subject to being returned, unreviewed, for non-compliance.
- B. Manufacturer's standardized elementary diagrams shall not be acceptable unless applicable portions of the diagram(s) have been clearly identified and non-applicable portions deleted or crossed out.
- C. Contractor shall check submittals for adequate identification, correctness, and compliance with Drawings and Specifications, and provide an electronic identifying mark (signature, initials, etc.) on the PDF indicating this has been done. Revise, change, and/or resubmit all submittal information until acceptable to the Engineer. Obtain Engineer's acceptance before commencing fabrication or installation of any materials or equipment.
1. When a resubmittal is requested, resubmit only the indicated deficient portions of the submittal in question or where changes have been made to previously acceptable items. Resubmitting previously acceptable items slows the review process as all resubmitted material is (re)reviewed.
- D. Review of submittal information by the Engineer shall not relieve the Contractor from responsibility for deviations from Drawings and Specifications, unless he has requested and received written approval from the Engineer for specific deviations at time of submission. Review of submittal information shall not relieve the Contractor from responsibility for errors and omissions in shop drawings or literature.
- E. Submittals shall be made in accordance with the schedule listed hereinafter. Provide certified shop drawings, literature, and requested samples showing items proposed for use, size, dimensions, capacity, special features required, schematic (elementary) control diagrams, equipment schedules, rough in, etc., as required by the Engineer for complete review and for installation. Use NEMA device designations and symbols for all electric circuit diagrams submitted. Make content of schematic (elementary) connection of interconnection diagrams in accordance with the latest edition of NEMA ICS.
- F. Submittals shall be made on, but not necessarily limited to, the following items, as applicable:
1. Overcurrent protection devices, if applicable.
 2. Variable Frequency Drives/Motor Controls and Diagrams
 3. All conduit types used in project, if applicable.
 4. All conductor, wire, cable types used in project.
 5. Shop drawings for field modifications of existing enclosures, including Variable Frequency Drive enclosures and PLC Control Panel.

1.18 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data:

1. Provide one copy of each final, fully-accepted submittal furnished complete in the appropriate sections of the Operation & Maintenance (O & M) Manuals. The final submittals included in the O & M Manuals shall be compiled, as may be required, from all submittals and resubmittals, with any and all corrections included. Do not include all iterations of the submittals in the O & M Manuals; provide only the final, complete, fully-corrected, and fully-accepted submittal.
2. Provide the number of hard copies specified of the final O & M Manuals for use by City operators and/or other personnel.
3. Include the following information:
 - a. Manufacturer's operating specifications.
 - b. User's guides for software and hardware.
 - c. Detailed instructions covering operation under both normal and abnormal conditions.
 - d. Manufacturer's instructions for setting field-adjustable components.
 - e. Manufacturer's instructions for testing, adjusting, and reprogramming microprocessor controls.

B. Software and Firmware Operational Documentation: Provide software and firmware operational documentation, including the following:

1. Device address list.
2. Printout of modified software application and graphic screens.

C. Software:

1. Program Software Backup: Provide USB media that is clearly and permanently labeled with attached placard on lanyard to prevent misplacement.

PART 2 - PRODUCTS

2.1 PRODUCT DATA

- A. Action Submittal: Submit to Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents. Submitted data shall be sufficient in detail for determination of compliance with the Contract Documents.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
 1. Note: submittal will be returned to Contractor without review of submittal if products, models, options and other data are not clearly marked or identified.
- C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

- D. After review, produce copies and distribute according to Paragraph 1.13 O. and for record documents.

2.2 SHOP DRAWINGS

- A. Action Submittal: Submit to Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer licensed in the state of Project responsible for designing components shown on Shop Drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. All dimensioned shop drawings shall be scalable and provided as full-sized (22" x 34" or legible 11" x 17") sheets; include bar scale or 2-inch (at full scale) line on dimensioned shop drawings. PDF electronic files shall print as scalable full-sized sheets.
- E. After review, produce copies and distribute according to Paragraph 1.13.O and for record documents.

2.3 DESIGN DATA

- A. Informational Submittal: Submit data for Engineer's knowledge and/or for Owner.
- B. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

2.4 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge and records and/or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

2.5 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.

- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

2.6 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Engineer's knowledge and/or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

2.7 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge and records and/or for Owner.
- B. Submit report within 48 hours of observation to Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

2.8 MATERIALS AND EQUIPMENT, COMMON REQUIREMENTS

- A. Unless otherwise indicated, provide all first quality, new materials and equipment, free from any defects, in first class condition, and suitable for the space provided. Provide materials and equipment listed by UL (or other acceptable NRTL), bearing their label wherever standards have been established by that agency.
- B. Where two or more units of the same class of material or equipment are required, provide products of a single manufacturer. Component parts of materials or equipment need not be products of the same manufacturer.
- C. Unless otherwise indicated, provide materials and equipment which are the standard products of manufacturers regularly engaged in the production of such materials and equipment. Provide the manufacturers' latest standard design that conforms to these Specifications.
- D. Indicated brand names and catalog numbers are used to establish standards of performance and quality. The description of materials listed herein governs in the event that catalog numbers do not correspond to materials described herein.

2.9 EQUIPMENT FINISHES

- A. Provide materials and equipment with manufacturers' standard finish system. Provide manufacturers' standard finish color, except where specific color is indicated.

2.10 PORTABLE OR DETACHABLE PARTS

- A. The Contractor shall retain in his possession and shall be responsible for all portable and detachable parts or portions of installations such as fuses, key locks, adaptors, blocking chips, and inserts until completion of his work.
- B. These parts shall be delivered to the Engineer and an itemized receipt obtained. This receipt, together with 2 copies of the final inspection certificate, shall be attached to the Contractor's request for final payment.
- C. All equipment shall be demonstrated to operate in accordance with the requirements of this specification and the manufacturer's recommendation.

2.11 ACCESSORIES

- A. Include special features, finishes, accessories, and other requirements as described in the Contract Documents regardless of the item's listed catalog number.
- B. Provide incidentals not specifically mentioned herein or noted on Drawings, but needed to complete the system or systems, in a safe and satisfactory working condition.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Construction Documents:
 - 1. Drawings are diagrammatic with symbols representing electrical equipment and wiring.
 - 2. Electrical symbols indicating wiring and equipment shown in the Contract Documents are included in the Contract unless specifically noted otherwise.
 - 3. Examine the entire set of Drawings to avoid conflicts with other systems. Determine exact route and installation of electrical wiring and equipment with conditions of construction.
- B. Clarification:
 - 1. The Drawings govern in matters of quantity, the Specification in matters of quality. In event of conflict on Drawings or in the Specifications, the greater quantity and the higher quality apply.
 - 2. Should the Electrical Documents indicate a condition conflicting with the governing codes and regulations, refrain from installing that portion of the work until clarified by Engineer.

C. Verification of Conditions:

1. Contractor shall field verify all conditions prior to commencement of work. Examine existing VFD enclosures and PLC Control Panel for planning out all modifications required.

3.2 PREPARATION

- A. Throughout this Contract, provide protection for materials and equipment against loss or damage in accordance with provisions elsewhere in these Contract Documents. Protect everything from the effects of weather.
- B. Prior to installation, store items in clean, dry, indoor locations. Store in clean, dry, indoor, heated locations items subject to corrosion under damp conditions, and items containing electrical insulation, such as transformers, and conductors. Energize all space heaters furnished with equipment.
- C. Following installation, protect materials and equipment from corrosion, physical damage, and the effects of moisture on insulation. Cap conduit runs during construction with manufactured seals. Keep openings in boxes or equipment closed during construction. Energize all space heaters furnished with equipment.
- D. Protection of In-Place Conditions:
 1. All existing power wiring inside of existing VFD enclosures shall be protected from damage. Any wiring that is damaged shall be replaced by the Contractor at no additional cost to the owner.
 2. All existing-to-remain control wiring inside of VFD enclosures and PLC Control Panel shall be protected from damage. Any wiring that is damaged shall be replaced by the Contractor at no additional cost to the owner.

3.3 INSTALLATION OF ELECTRICAL WORK

A. Common Requirements:

1. Install materials and equipment in a workmanlike manner utilizing craftsmen skilled in the particular trade. Provide work which has a neat and finished appearance.
 - a. Unless more stringent requirements are specified in the Contract Documents or manufacturers' written instructions, comply with NFPA 70 (NEC) and the installation standards of NECA NEIS 1 for Work specified in Division 26. Consult Owner's Representative for resolution of conflicting requirements.
2. Coordinate electrical work with work of other trades to avoid conflicts, errors, delays, and unnecessary interference with City operations during construction.
3. Install electrical equipment complete as directed by manufacturer's installation instructions. Obtain installation instructions from manufacturer prior to rough-in of the electrical equipment, examine the instructions thoroughly. When requirements of the

installation instructions conflict with the Contract Documents, request clarification from Engineer prior to proceeding with the installation.

4. Do not install electrical equipment in obvious passages, doorways, scuttles or crawl spaces which would impede or block the area passage's intended usage.

B. Support Backing: Provide any necessary backing required to properly support all equipment installed under this contract.

C. Cutting, Patching, and Framing:

1. The Contractor shall determine in advance the locations and sizes of all sleeves, chases, and openings necessary for the proper installation of his work.
2. Whenever practicable, inserts or sleeves shall be installed prior to covering work. Cutting and patching shall be held to a minimum. All required holes in concrete construction shall be made with a core drill and patched with non-shrink grout.
3. Cutting, fitting, repairing, and finishing of carpentry work, metal work, or concrete work, and the like, which may be required for this work shall be done by craftsmen skilled in their respective trades. When cutting is required, it shall be done in such a manner as not to weaken walls, partitions, or floors; and holes required to be cut in floors must be drilled without breaking out around holes.

D. Cleaning and Touchup Painting: Keep the premises free from accumulation of waste material or rubbish. Upon completion of work, remove materials, scraps, and debris from premises and from interior and exterior of all devices and equipment. Touch up scratches, scrapes, or chips in interior and exterior surfaces of devices and equipment with finishes matching as nearly as possible the color, consistency, and type of surface of the original finish.

3.4 OPERATIONS AND MAINTENANCE MANUALS

- A. Provide operations and maintenance manuals in accordance with provisions of these Contract Documents.

3.5 RECORD DRAWINGS

- A. The Contractor shall maintain a neatly marked set of record drawings. Contract Drawings shall be marked with red indelible pencil to show all departures from original Drawings; underground cable, conduit, or duct runs dimensioned from established building lines; and all electrical work revisions. In addition, the locations of panels, field mounted instruments and panels, terminal boxes, junction boxes and any other materials included in this contract shall be shown. Record drawings shall be kept current with the work as it progresses and shall be subject to inspection by the Engineer at any time.

3.6 FIELD QUALITY CONTROL

- A. Inspection: All materials, equipment, and workmanship shall be subject to inspection at any time by the Engineer, or his representatives. Correct work, materials, or equipment not in accordance with these Contract Documents or found to be deficient or defective in a manner satisfactory to the Engineer.

1. During site evaluations by Engineer, provide an electrician with tools to remove and replace trims, covers, devices, and the like, so that a proper evaluation of the installation can be performed.
- B. Load Balance: The Drawings and Specifications indicate connection of electrical loads and distribution equipment; however, after installation, if necessary, certain electrical loads may require re-connection to achieve a more equal current balance. Make re-connections as may be required and note any changes on the record drawings.
- C. Motor Rotation: After final service connections are made, check and correct, if necessary, the rotation of all motors. Coordinate rotation with the Contractor responsible for the driven equipment. Submit a written report to the Engineer for each motor, verifying that rotation has been checked and corrected.
- D. Tests:
 1. Carry out tests specified hereinafter and as indicated under individual items of materials and equipment specified in other sections.
 2. The Contractor shall furnish all labor, material, instruments and tools to make all connections for testing of the electrical and instrumentation installation. All equipment shall be demonstrated as operating properly prior to the acceptance of the work. All protective devices shall be operative during testing of equipment.
 3. General:
 - a. Perform the tests as described below. Upon completion of all tests, submit written test results in duplicate for approval by the Engineer prior to acceptance.
 - b. After visual inspection of joints and connections and the application of tape and other insulating materials, all sections of the entire wiring system shall be thoroughly tested for shorts and grounds. A log of results for each circuit shall be kept by the Contractor and presented to the Engineer.
 - c. Equipment shall be tested by operating all electric motors, relays, controls, switches, heaters, etc. sufficiently to demonstrate proper installation and electrical connections. Control and emergency conditions shall be artificially simulated where necessary for complete system or subsystem tests.
 4. Operations:
 - a. After the electrical system installation is completed and at such time as the Engineer may indicate, conduct an operating test for approval. Demonstrate that the equipment operates in accordance with the requirements of these Specifications and Drawings.
 - b. Perform the test in the presence of the Engineer or his authorized representative. Furnish all instruments and personnel required for the tests. The Owner will furnish the necessary electric power. System performance shall conform to the following criteria. Deviations, if any, shall be noted on the test reports with indication of corrective action taken or proposed.
 - 1) Plus or minus 2% maximum variation between nominal system voltage and average system voltage.
 - 2) Plus or minus 5% maximum variation from nominal system voltage for all load conditions.

- 3) Actual motor current on each ungrounded conductor at prevailing conditions shall be equal to or less than nameplate rated full load motor current at a service factor of 1.0.
- 4) One percent maximum voltage unbalance at full load defined as 100 times the maximum deviation from average voltage divided by the average voltage. (Balance system loads and cooperate with the serving utility company, if required, to achieve a balanced condition which is within the indicated limits.)
- 5) Plus or minus 10% maximum variation between average phase current and individual phase current. Balance system loads to achieve a balanced condition which is within the indicated limits.
- 6) Insulation resistance shall be tested under normal climatic conditions and shall conform to the following:
 - a) Circuits of 600 volts or less shall have conductor insulation resistance as installed of not less than 10,000,000 ohms to ground.

5. Document tests and include in Closeout Documents.

3.7 TEST REPORTS

- A. Submit dated "Electrical System Test Reports" indicating all tests performed and demonstrating conformance with the required system performance criteria. This test report shall include all voltage, current and resistance test data of the electrical service, main feeders, panelboards, power transformers, and ground systems, as applicable.

3.8 FINAL CORRECTION

- A. Promptly correct any failures or defects revealed by these tests as determined by the Engineer. Re-conduct tests on these corrected items as directed by the Engineer.

3.9 CLEANING

- A. Remove dirt and debris caused by the execution of the electrical work.
- B. Leave the entire electrical system installed under this Contract in clean, dust-free and proper working order.
- C. Vacuum clean interiors of electrical equipment enclosures.

3.10 GUARANTEE

- A. Materials, equipment, and workmanship shall be guaranteed in accordance with provisions of the City Technical Specifications in these Contract Documents.

END OF SECTION 26 00 10

SECTION 26 05 19 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SCOPE

- A. The following supplements all sections of this specification and applies to all work specified, shown on the drawings, or required to provide a complete installation of approved electrical systems.
- B. This section covers the work necessary to furnish and install complete conductor systems as specified herein.
- C. For this project, it is not anticipated that new power conductors or cables will be required. In the event new power conductors or cables are deemed necessary, they shall comply with this specification. For all re-used/reconnected power conductors and cables, comply with 3.5 Field Quality Controls, below, as applicable.

1.2 GENERAL

- A. See Section 26 00 10, SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL, which contains information and requirements that apply to the work specified herein and are necessary for this project.

1.3 SUBMITTALS AFTER AWARD OF CONTRACT

- A. Submittals after award of Contract shall be made in accordance with Section 26 00 10, SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL.

PART 2 - PRODUCTS

2.1 GENERAL

- A. The use of a manufacturer's name and/or catalog number is for the purpose of establishing the standard of quality and general configuration desired only. Similar products of other power conductor and cable manufacturers will be considered, subject to approval by the Engineer.
- B. This specification covers all conductors not specified in other sections. All conductors and cables shall be copper and shall conform to UL, Federal Specification A-A-59544, or ICEA as applicable. Provide new cable manufactured within one year of installation. Deliver to jobsite in original cartons bearing UL label.
- C. Minimum conductor size: Provide 12 AWG minimum branch circuit wire size. Provide 14 AWG control circuits unless otherwise specified or required by over-current protection. Provide smaller conductor sizes for specific application where shown on the drawings.

2.2 COPPER BUILDING WIRE

- A. Description: Flexible, insulated and uninsulated, drawn copper current-carrying conductor with an overall insulation layer or jacket, or both, rated 600 V or less.
- B. Standards:
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
 - 2. Conductor and Cable Marking: Comply with wire and cable marking according to UL's "Wire and Cable Marking and Application Guide."
- C. Conductors: Stranded copper, complying with ASTM B8.
- D. Conductor Insulation:
 - 1. Type THHN/THWN-2. Comply with UL 83.
 - 2. Type XHHW-2. Comply with UL 44.

2.3 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors, splices, and lugs of size, ampacity rating, material, type, and class for application and service indicated; listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and use.
- B. Lugs: One piece, seamless, designed to terminate conductors specified in this Section.
 - 1. Material: Copper.
 - 2. Type: Two hole with standard barrels.
 - 3. Termination: Compression.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders and Branch Circuits:
 - 1. All feeders and branch circuits shall be stranded copper. Solid conductors and wires are unacceptable.
 - 2. Use type XHHW-2 for all conductors size 2 AWG and larger. For conductors smaller than 2 AWG, contractor has the option of using XHHW-2 or THHN/THWN-2.
- B. Variable Frequency Drive (VFD) Cable: For all VFD power connections, provide VFD type cable comprised of (3) copper phase conductors with (3) copper ground conductors for symmetrical grounding. The cable shall have dual copper shielding with XLPE rated insulation. Cable assembly shall be UL 1227 600V and UL 2277 1000V listed for 90°C wet/dry locations.

3.2 INSTALLATION, GENERAL

- A. Observe code restrictions with respect to wet and dry locations. At the Contractor's option, conductors with insulation systems rated for high operating temperatures may be substituted for lower temperature rated conductors. However, no reduction in conductor size will be permitted from that indicated. When using small diameter wire, do not reduce conduit size below that required for Type THW or RHW (without outer covering), whichever is larger, as shown in NEC.
- B. Conduit shall be thoroughly cleaned if all foreign material just prior to pulling the wire or cable.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions, sidewall pressure values, and bending radii.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Terminal strips in panels shall be identified throughout the equipment utilizing unique numbering system at the equipment enclosures and the control panels.
- F. Wires terminating on terminal strips shall be tagged with the designation of the terminal strip and the number of the terminal to which they are connected. Wires shall be numbered with Brady heat shrink wire markers at all accessible locations. Wire markers shall be permanent type. Submit shop drawings of the type to be used for approval.
- G. Wiring diagrams shall show the terminal strips, terminals, and their identifying designations.

3.3 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material.

3.4 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 26 05 53 "Identification for Electrical Systems."
- B. Identify each spare conductor at each end with identity number and location of other end of conductor; identify as spare conductor.

3.5 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Perform each of the following visual and electrical tests:
 - a. Inspect exposed sections of conductor and cable for physical damage and correct connections.
 - b. Test bolted connections for high resistance using one of the following:
 - 1) A low-resistance ohmmeter.
 - 2) Calibrated torque wrench.
 - 3) Thermographic survey.
 - c. Inspect compression-applied connectors for correct cable match and indentation.
 - d. Inspect for correct identification.
 - e. Inspect cable jacket and condition.
 - f. Insulation-resistance test on each conductor for ground and adjacent conductors. Apply a potential of 500 V(dc) for 300 V rated cable and 1000 V(dc) for 600 V rated cable for a one-minute duration.
 - g. Continuity test on each conductor and cable.
 - h. Uniform resistance of parallel conductors.

B. Cables will be considered defective if they do not pass tests and inspections.

C. Prepare test and inspection reports to record the following:

1. Procedures used.
2. Results that comply with requirements.
3. Results that do not comply with requirements, and corrective action taken to achieve compliance with requirements.

END OF SECTION 26 05 19

SECTION 26 05 23 - CONTROL-VOLTAGE ELECTRICAL POWER CABLES

PART 1 - GENERAL

1.1 SUMMARY

- A. The following supplements all sections of this specification and applies to all work specified, shown on the drawings, or required to provide a complete installation of approved electrical systems.
- B. Section Includes:
 - 1. Category 6 balanced twisted pair cable.
 - 2. Control cable.
 - 3. Control-circuit conductors.

1.2 GENERAL

- A. See Section 26 00 10, SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL, which contains information and requirements that apply to the work specified herein and are necessary for this project.

1.3 SUBMITTALS AFTER AWARD OF CONTRACT

- A. Submittals after award of Contract shall be made in accordance with Section 26 00 10, SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.2 CATEGORY 6 BALANCED TWISTED PAIR CABLE

- A. Description: Four-pair, balanced-twisted pair cable, certified to meet transmission characteristics of Category 6 cable at frequencies up to 250 MHz.
- B. Standard: Comply with NEMA WC 66/ICEA S-116-732 and TIA-568-C.2 for Category 6 cables.
- C. Conductors: 100 ohm, 23 AWG solid copper.

- D. Shielding/Screening: Unshielded twisted pairs (UTP).
- E. Jacket: thermoplastic.

2.3 CONTROL CABLE

- A. Paired Cable: NFPA 70, Type CMG.
 - 1. One pair, twisted, 18 AWG, stranded (19x30) tinned-copper conductors.
 - 2. PVC insulation.
 - 3. Shielded.
 - 4. PVC jacket.

2.4 CONTROL-CIRCUIT CONDUCTORS

- A. Class 1 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway or Type XHHW-2, complying with UL 44 in raceway.
- B. Class 2 Control Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway or Type XHHW-2, complying with UL 44 in raceway.
- C. Class 3 Remote-Control and Signal Circuits: Stranded copper, Type THHN/THWN-2, complying with UL 83 in raceway or Type XHHW-2, complying with UL 44 in raceway.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Test cables on receipt at Project site.
 - 1. Test each pair of twisted pair cable for open and short circuits.

3.2 INSTALLATION OF CONDUCTORS AND CABLES

- A. Comply with NECA 1.
- B. General Requirements for Cabling:
 - 1. Comply with TIA-568-C Series of standards.
 - 2. Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems."
 - 3. Terminate all conductors; cable must not contain unterminated elements. Make terminations only at indicated outlets, terminals, and cross-connect and patch panels.
 - 4. Cables may not be spliced and must be continuous from terminal to terminal. Do not splice cable between termination, tap, or junction points.
 - 5. Cables serving a common system may be grouped in a common raceway. Install network cabling and control wiring and cable in separate raceway from power wiring. Do not group conductors from different systems or different voltages.

6. Secure and support cables at intervals not exceeding 30 inch (760 mm) and not more than 6 inch (150 mm) from cabinets, boxes, fittings, outlets, racks, frames, and terminals.
7. Bundle, lace, and train conductors to terminal points without exceeding manufacturer's limitations on bending radii, but not less than radii specified in BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Install lacing bars and distribution spools.
8. Do not install bruised, kinked, scored, deformed, or abraded cable. Remove and discard cable if damaged during installation and replace it with new cable.
9. Cold-Weather Installation: Bring cable to room temperature before dereeling. Do not use heat lamps for heating.
10. Pulling Cable: Comply with BICSI ITSIMM, Ch. 5, "Copper Structured Cabling Systems." Monitor cable pull tensions.
11. Support: Do not allow cables to lie on removable ceiling tiles.
12. Secure: Fasten securely in place with hardware specifically designed and installed so as to not damage cables.
13. Provide strain relief.
14. Keep runs short. Allow extra length for connecting to terminals. Do not bend cables in a radius less than 10 times the cable OD. Use sleeves or grommets to protect cables from vibration at points where they pass around sharp corners and through penetrations.
15. Ground wire must be copper, and grounding methods must comply with IEEE C2. Demonstrate ground resistance.

C. Balanced Twisted Pair Cable Installation:

1. Comply with TIA-568-C.2.
2. Do not untwist balanced twisted pair cables more than 1/2 inch (12 mm) at the point of termination to maintain cable geometry.

D. Installation of Control-Circuit Conductors:

1. Install wiring in raceways.
2. Use insulated spade lugs for wire and cable connection to screw terminals.

E. Separation from EMI Sources:

1. Comply with BICSI TDMM and TIA-569-D recommendations for separating unshielded copper voice and data communications cable from potential EMI sources including electrical power lines and equipment.
2. Separation between open communications cables or cables in nonmetallic raceways and unshielded power conductors and electrical equipment must be as follows:
 - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 5 inch (127 mm).
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 12 inch (305 mm).
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 24 inch (600 mm).

3. Separation between communications cables in grounded metallic raceways and unshielded power lines or electrical equipment must be as follows:
 - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: A minimum of 2-1/2 inch (64 mm).
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 6 inch (150 mm).
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 12 inch (305 mm).
4. Separation between communications cables in grounded metallic raceways and power lines and electrical equipment located in grounded metallic conduits or enclosures must be as follows:
 - a. Electrical Equipment or Circuit Rating Less Than 2 kVA: No requirement.
 - b. Electrical Equipment or Circuit Rating between 2 and 5 kVA: A minimum of 3 inch (75 mm).
 - c. Electrical Equipment or Circuit Rating More Than 5 kVA: A minimum of 6 inch (150 mm).
5. Separation between Communications Cables and Electrical Motors and Transformers, 5 kVA or 5 HP and Larger: A minimum of 48 inch (1200 mm).
6. Separation between Communications Cables and Fluorescent Fixtures: A minimum of 5 inch (127 mm).

3.3 REMOVAL OF CONDUCTORS AND CABLES

- A. Remove abandoned conductors and cables. Abandoned conductors and cables are those installed that are not terminated at equipment and are not identified with a tag as "spare" or for future use.

3.4 CONTROL-CIRCUIT CONDUCTORS

- A. Minimum Conductor Sizes:
 1. Discrete and 24VDC power remote-control and signal circuits: 14 AWG.
 2. Analog or twisted-shielded pair/triad, remote-control, and signal circuits: 18 AWG, twisted pairs.

3.5 GROUNDING

- A. For data communication wiring, comply with TIA-607-B and with BICSI TDMM, "Bonding and Grounding (Earthing)" Chapter.
- B. For control-voltage wiring and cabling, comply with requirements in Section 26 05 26 "Grounding and Bonding for Electrical Systems."

3.6 IDENTIFICATION

- A. Comply with requirements for identification specified in Section 26 05 53 "Identification for Electrical Systems."
- B. Identify data and communications system components, wiring, and cabling according to TIA-606-B; label printers must use label stocks, laminating adhesives, and inks complying with UL 969.
- C. Identify each wire on each end and at each terminal with a number-coded identification tag. Each wire must have a unique tag.

3.7 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. Visually inspect cable jacket materials for UL or third-party certification markings. Inspect cabling terminations to confirm color-coding for pin assignments, and inspect cabling connections to confirm compliance with TIA-568-C.1.
 - 2. Visually inspect cable placement, cable termination, grounding and bonding, equipment and patch cords, and labeling of all components.
 - 3. Test cabling for direct-current loop resistance, shorts, opens, intermittent faults, and polarity between conductors. Test operation of shorting bars in connection blocks. Test cables after termination, but not after cross-connection.
 - a. Test instruments must meet or exceed applicable requirements in TIA-568-C.2. Perform tests with a tester that complies with performance requirements in its "Test Instruments (Normative)" Annex, complying with measurement accuracy specified in its "Measurement Accuracy (Informative)" Annex. Use only test cords and adapters that are qualified by test equipment manufacturer for channel or link test configuration.
- B. Document data for each measurement. Print data for submittals in a summary report that is formatted using Table 10.1 in BICSI TDMM as a guide, or transfer the data from the instrument to the computer, save as text files, print, and submit.
- C. End-to-end cabling will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 26 05 23

SECTION 26 05 26 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. The following supplements all sections of this specification and applies to all work specified, shown on the drawings, or required to provide a complete installation of approved electrical systems.
- B. This section covers the work necessary to furnish, install, and complete the electrical grounding system.

1.2 GENERAL

- A. See Section 26 05 00, GENERAL ELECTRICAL REQUIREMENTS, which contains information and requirements that apply to the work specified herein and are necessary for this project.

1.3 SUBMITTALS AFTER AWARD OF CONTRACT

- A. Submittals after award of Contract shall be made in accordance with Section 26 05 00, GENERAL ELECTRICAL REQUIREMENTS.

1.4 SYSTEM DESCRIPTION

- A. Provide grounding and bonding of electrical circuits, equipment, signal, and control systems.
- B. Performance Requirements: Supplement the grounded neutral of the secondary distribution system with an equipment grounding system to properly safeguard the equipment and personnel. Install equipment grounding such that all metallic structures, enclosures, raceways, junction boxes, outlet boxes, cabinets, machine frames, portable equipment and other conductive items in close proximity with electrical circuits operate continuously at ground potential and provide a low impedance path for possible ground fault currents.

1.5 REGULATORY REQUIREMENTS

- A. Conform to requirements of the NEC, latest adopted version with amendments by local AHJ's.
- B. Furnish products listed by UL or other NRTL acceptable to AHJ.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.
- C. Comply with TIA-607-B.

2.2 CONDUCTORS

- A. Insulated Conductors: Stranded copper or tinned-copper wire or cable, green or green with yellow stripe, insulated for 600 V unless otherwise required by applicable Code or Authorities Having Jurisdiction.
- B. Bare Copper Conductors:
 - 1. Stranded Conductors: ASTM B8.
 - 2. Tinned Conductors: ASTM B33.
 - 3. Bonding Conductor: 4 or 6 AWG, stranded conductor.
 - 4. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch (41 mm) wide and 1/16 inch (1.6 mm) thick.
 - 5. Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inch (41 mm) wide and 1/16 inch (1.6 mm) thick.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Irreversible connectors listed for the purpose. Listed by an NRTL as complying with NFPA 70 for specific types, sizes, and combinations of conductors and other items connected.
 - 1. Compression Wire Connectors: Crimp-and-compress connectors that bond to the conductor when the connector is compressed around the conductor.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
- D. Compression-Type: Copper or copper alloy, with two wire terminals.
- E. Beam Clamps: Mechanical type, terminal, ground wire access from four directions, with dual, tin-plated or silicon bronze bolts.
- F. Cable-to-Cable Connectors: Compression type, copper or copper alloy.

- G. Cable Tray Ground Clamp: Mechanical type, zinc-plated malleable iron.
- H. Conduit Hubs: Mechanical type, terminal with threaded hub.
- I. Lay-in Lug Connector: Mechanical type, copper rated for direct burial terminal with set screw.
- J. Signal Reference Grid Clamp: Mechanical type, stamped-steel terminal with hex head screw.
- K. Straps: Solid copper, copper lugs. Rated for 600 A.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors:
 - 1. Where not otherwise indicated, grounding conductor size shall conform to the most stringent of the governing codes, except that no grounding conductor shall be smaller than 12 AWG.
 - 2. All ground conductors shall be stranded copper, unless specifically indicated otherwise.
 - 3. Covering: Bare or Green-colored insulation, matching insulation of corresponding phase conductors.
- B. Conductor Terminations and Connections:
 - 1. Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Connections to Structural Steel: Welded connectors.

3.2 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Three-phase motor and appliance branch circuits.
 - 3. Flexible raceway runs.
 - 4. Busway Supply Circuits: Install insulated equipment grounding conductor from grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.

3.3 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

- B. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- C. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact are galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Make aluminum-to-steel connections with stainless steel separators and mechanical clamps.
 - 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.
 - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.

3.4 FIELD QUALITY CONTROL

- A. Tests and Inspections:
 - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.

END OF SECTION 26 05 26

SECTION 26 05 53 - IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. The following supplements all sections of this specification and applies to all work specified, shown on the drawings, or required to provide a complete installation of approved electrical systems.
- B. Section Includes:
 - 1. Labels.
 - 2. Bands and tubes.
 - 3. Tags.
 - 4. Cable ties.
 - 5. Miscellaneous identification products.

1.2 GENERAL

- A. See Section 26 00 10, SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL, which contains information and requirements that apply to the work specified herein and are necessary for this project.

1.3 SUBMITTALS AFTER AWARD OF CONTRACT

- A. Submittals after award of Contract shall be made in accordance with Section 26 0010, SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASME A13.1.
- B. Comply with 29 CFR 1910.144 for color identification of hazards; 29 CFR 1910.145 for danger, caution, warning, and safety instruction signs and tags.
- C. Signs, labels, and tags required for personnel safety must comply with the following standards:
 - 1. Safety Colors: NEMA Z535.1.
 - 2. Facility Safety Signs: NEMA Z535.2.
 - 3. Safety Symbols: NEMA Z535.3.
 - 4. Product Safety Signs and Labels: NEMA Z535.4.
 - 5. Safety Tags and Barricade Tapes for Temporary Hazards: NEMA Z535.5.

- D. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, must comply with UL 969.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 COLOR AND LEGEND REQUIREMENTS

- A. Color-Coding for Phase- and Voltage-Level Identification, 1000 V or Less: Use colors listed below for ungrounded conductors.
 - 1. Colors for 240/208/120 V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - d. Neutral: White
 - 2. Colors for 480Y/277 V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.
 - c. Phase C: Yellow.
 - d. Neutral: White or gray
 - 3. Color for Equipment Grounds: Bare copper, Green, or Green with yellow stripe.
- B. Warning Label Colors:
 - 1. Identify system voltage with black letters on orange background.
- C. Warning labels and signs must include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES." or similar.
- D. Equipment Identification Labels:
 - 1. Black letters on white field.

2.3 LABELS

- A. Vinyl Wraparound Labels: Preprinted, flexible labels laminated with clear, weather- and chemical-resistant coating and matching wraparound clear adhesive tape for securing label ends.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Panduit Corp.
- B. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameters sized to suit diameters and that stay in place by gripping action.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Panduit Corp.
- C. Self-Adhesive Wraparound Labels: Preprinted, 3 mil (0.08 mm) thick, polyester or vinyl flexible label with acrylic pressure-sensitive adhesive.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Brother International Corporation.
 - c. Ideal Industries, Inc.
 - d. Panduit Corp.
 2. Self-Lamination: Clear; UV-, weather- and chemical-resistant; self-laminating, protective shield over legend. Labels sized such that clear shield overlaps entire printed legend.
 3. Marker for Labels:
 - a. Machine-printed, permanent, waterproof, black ink recommended by printer manufacturer.
- D. Self-Adhesive Labels: Polyester or Vinyl, thermal, transfer-printed, 3 mil (0.08 mm) thick, multicolor, weather- and UV-resistant, pressure-sensitive adhesive labels, configured for intended use and location.
 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Brother International Corporation.
 - c. Ideal Industries, Inc.
 - d. Panduit Corp.

2. Minimum Nominal Size:

- a. 1-1/2 by 6 inch (37 by 150 mm) for raceway and conductors.
- b. 3-1/2 by 5 inch (76 by 127 mm) for equipment.
- c. As required by authorities having jurisdiction.

2.4 BANDS AND TUBES

- A. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inch (50 mm) long, with diameters sized to suit diameters and that stay in place by gripping action.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. Brady Corporation.
- b. Panduit Corp.

- B. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tubes with machine-printed identification labels, sized to suit diameter and shrunk to fit firmly. Full shrink recovery occurs at maximum of 200 deg F (93 deg C). Comply with UL 224.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. Brady Corporation.
- b. Panduit Corp.

2.5 TAGS

- A. Metal Tags: Brass, aluminum, or stainless steel, 2 by 2 by 0.05 inch (50 by 50 by 1.3 mm), with stamped legend, punched for use with self-locking cable tie fastener.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

- a. Brady Corporation.

- B. Nonmetallic Preprinted Tags: Polyethylene tags, 0.015 inch (0.38 mm) thick, color-coded for phase and voltage level, with factory screened or printed permanent designations; punched for use with self-locking cable tie fastener.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Brady Corporation.
 - b. Panduit Corp.

2.6 CABLE TIES

- A. General-Purpose Cable Ties: Fungus inert, self-extinguishing, one piece, self-locking, and Type 6/6 nylon.
1. Minimum Width: 3/16 inch (5 mm).
 2. Tensile Strength at 73 deg F (23 deg C) in accordance with ASTM D638: 12,000 psi (82.7 MPa).
 3. Temperature Range: Minus 40 to plus 185 deg F (Minus 40 to plus 85 deg C).
 4. Color: Black, except where used for color-coding.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Paint: Comply with requirements in painting Sections for paint materials and application requirements. Retain paint system applicable for surface material and location (exterior or interior).
- B. Fasteners for Labels and Signs: Self-tapping, stainless steel screws or stainless steel machine screws with nuts and flat and lock washers.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Self-Adhesive Identification Products: Before applying electrical identification products, clean substrates of substances that could impair bond, using materials and methods recommended by manufacturer of identification product.

3.2 INSTALLATION

- A. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout Project.

- B. Install identifying devices before installing acoustical ceilings and similar concealment.

- C. Verify identity of item before installing identification products.
- D. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and operation and maintenance manual.
- E. Apply identification devices to surfaces that require finish after completing finish work.
- F. Install signs with approved legend to facilitate proper identification, operation, and maintenance of electrical systems and connected items.
- G. System Identification for Raceways and Cables under 1000 V: Identification must completely encircle cable or conduit. Place identification of two-color markings in contact, side by side.
 - 1. Secure tight to surface of conductor, cable, or raceway.
- H. Vinyl Wraparound Labels:
 - 1. Secure tight to surface of raceway or cable at location with high visibility and accessibility.
 - 2. Attach labels that are not self-adhesive type with clear vinyl tape, with adhesive appropriate to location and substrate.
- I. Snap-Around Labels: Secure tight to surface at location with high visibility and accessibility.
- J. Self-Adhesive Wraparound Labels: Secure tight to surface at location with high visibility and accessibility.
- K. Self-Adhesive Labels:
 - 1. Install unique designation label that is consistent with wiring diagrams, schedules, and operation and maintenance manual.
 - 2. Unless otherwise indicated, provide single line of text with 1/2 inch (13 mm) high letters on 1-1/2 inch (38 mm) high label; where two lines of text are required, use labels 2 inch (50 mm) high.
- L. Snap-Around Color-Coding Bands: Secure tight to surface at location with high visibility and accessibility.
- M. Heat-Shrink, Preprinted Tubes: Secure tight to surface at location with high visibility and accessibility.
- N. Marker Tapes: Secure tight to surface at location with high visibility and accessibility.
- O. Self-Adhesive Vinyl Tape: Secure tight to surface at location with high visibility and accessibility.
 - 1. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for minimum distance of 6 inch (150 mm) where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding.

P. Metal Tags:

1. Place in location with high visibility and accessibility.
2. Secure using general-purpose cable ties.

Q. Nonmetallic Preprinted Tags:

1. Place in location with high visibility and accessibility.
2. Secure using general-purpose cable ties.

R. Write-on Tags:

1. Place in location with high visibility and accessibility.
2. Secure using general-purpose cable ties.

END OF SECTION 26 05 53

SECTION 26 09 00 – INSTRUMENTATION AND CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. The following supplements all sections of this specification and applies to all work specified, shown on the drawings, or required to provide a complete and operational Instrumentation and Control System (System).
- B. This section covers all work necessary for furnishing, installing, adjusting, testing, documenting, and starting up the System, including the interconnection and integration of components furnished under other sections of this contract.
- C. Major constituents for the System include, but are not limited to, all materials, equipment, and work required to implement a complete and operating System. The System shall include primary elements for process variable measurements, analog display and control elements, and discrete display and control elements.
- D. Additional constituents for the System include, but are not limited to, all materials, equipment and work related to implementing System communications. System communications includes sending and receiving data between components of the System, and monitoring and alarming status of System components. This shall include the supply, installation, and testing of telephonic, radio, and networking components and cabling required for System operation, and components specified in this section.
- E. Responsibility for Complete System:
 - 1. The Contractor shall be ultimately responsible and shall provide for all labor, equipment, and materials not provided by others that are necessary for the supply, installation, certification, adjustment, testing, and start-up of a complete coordinated System that shall reliably perform the specified functions. The assignment of specific responsibility herein shall not, in any way nor under any conditions, diminish or usurp the Contractor's full and complete responsibility for all work performed and all materials installed under the contract.
 - 2. The Contractor shall coordinate their work to ensure that:
 - a. All components provided under this section, whether Contractor provided, Owner Purchased Equipment, or provided by others for Contractor to install are properly installed.
 - b. The proper type, size, and number of control wires with their conduits are provided and installed.
 - c. Proper electric power circuits are provided for all components and systems.
 - 3. The Contractor shall be responsible for providing and installing or modifying the programmable controller logic program (as required), providing a fully documented back-up electronic copy and printed copy of the controller logic program, and shall

- participate in the testing of the controller system and all associated field devices at start-up.
4. The Contractor shall be responsible for providing and installing any required custom software programs (C, C++, VB, etc.), as may be applicable; providing a fully documented back-up electronic copy and printed copy of each custom software program; and shall participate in the testing of the System and all associated field devices at start-up.
 5. The Contractor shall be responsible for providing and installing or modifying the SCADA program (as required), providing a back-up electronic copy of the SCADA program, and shall participate in the functional testing of the SCADA system at start-up.
 6. The Contractor shall be responsible for providing and installing or modifying the Operator Interface program (as required), providing a back-up electronic copy of the Operator Interface program, and shall participate in the testing of the Operator Interface system at start-up.
 7. The Contractor shall participate in the testing of all field devices at start-up.
- F. The Contract Documents are a single integrated document, and as such all Divisions and Sections apply. It is the responsibility of the Contractor and its subcontractors to review all sections to ensure a complete and coordinated project.
- G. Unless otherwise specified, references to documents shall mean the documents in effect on the effective date of the Agreement. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organizations or, if there are no replacement documents, the last version of the document before it was discontinued.

1.2 STANDARDS

- A. This Section incorporates the latest adopted revision of the following standards, by reference. In case of conflict between the requirements of this section and those of the listed standards, the more stringent requirements shall prevail.
1. NFPA – National Fire Protection Association
 - a. NFPA No. 70, NEC - National Electrical Code.
 - b. NFPA No. 79, Electrical Standard for Industrial Machinery.
 2. ISA – Instrumentation, Systems, and Automation Society.
 3. ICS – NEMA (National Electrical Manufacturer's Association) Industrial Control and Systems including:
 - a. ICS-1 – General Standards for Industrial Control and System.
 - b. ICS-2 – Standards for Industrial Control Devices, Controllers and Assemblies.
 - c. ICS-3 – Industrial Systems.
 - d. ICS-4 – Terminal Blocks for Industrial Control Equipment and Systems.
 - e. ICS-6 – Enclosures for Industrial Controls and Systems.
 4. ANSI/IEEE – American National Standards Institute/Institute for Electrical and Electronics Engineers.
 5. State and Local codes and ordinances.

6. UL – Underwriter’s Laboratory UL (Note: Other Nationally Recognized Testing Laboratories [NRTL], such as ETL, may be used in lieu of UL.)
 - a. Standard 508 (Industrial Control Panels for General Use).
 - b. Standard 698 (Industrial Control Panels Relating to Hazardous (Classified) Locations)
 - c. Standard 913 (Intrinsically Safe Apparatus and Associated Apparatus for Use in Class I, II, and III, Division 1, Hazardous (Classified) Locations)
7. NETA – National Electrical Testing Association.

1.3 ELECTRICAL TESTING LABORATORY LABELING

- A. All panels provided under this section shall be labeled by a Nationally Recognized Testing Laboratory (NRTL) of electrical systems, acceptable to the State of Oregon; Underwriters’ Laboratory (UL) and Electrical Testing Labs (ETL) are two such NRTLs. Labels shall be provided by an entity that is currently registered and authorized by the NRTL to provide such labels.
- B. All panels provided under this section shall be acceptable to the State of Oregon and the authority having jurisdiction.
- C. All panels and components provided under this section shall conform to the more stringent of the technical specifications or the applicable NRTL standards (for example: UL standards 508, 698, and/or 913).
 1. Provide documentation necessary to verify that all components, construction methods, and circuits conform to the standard.
 2. Panels that use Intrinsically Safe (IS) devices (barriers and/or relays) and built to UL standards shall include documentation of UL standards 698 and/or 913, as applicable. Panels built to other equally acceptable NRTL standards (such as ETL) shall provide required documentation showing IS components and wiring are in compliance with that standard.
- D. Contractor shall provide additional design, components, and equipment necessary to meet the requirements of the applicable NRTL standards.
- E. Contractor shall provide submittals for additional components that are required by the applicable NRTL standards, but not specifically listed in this section.

1.4 SUBMITTAL DATA

- A. Post-Contract Award Submittals: Submit shop drawings and equipment review data as specified in Division 1. In addition to the requirements of other Divisions and Sections of the specifications, the submittal information shall be provided within 30 days of award.
 1. All submittals (including O & M Manual submittals) shall be made in an electronic, PDF format. All materials provided in the PDF document(s) shall use standard 8.5” x 11” page sizes for all non-drawing pages. Drawings and/or schematics may use 8.5” x 11”,

11" x 17", or 22" x 34" sized pages, as applicable. All drawings/schematic must be legible on whatever page size is used. Any manufacturer supplied information that comes on sizes other than these shall be re-sized to meet these requirements. Contractor may use any means necessary to have the information re-sized, but all re-sized materials must be legible. Submittals which do not meet these requirements are subject to wholesale rejection.

2. Sizes 11" x 17" and 22" x 34" are preferred for shop drawings, sketches, wiring diagrams, and similar, but may use 8.5" x 11" provided they are normally issued and/or are legible at that scale. Large spreadsheets may use the 11" x 17" where required for legibility. All cut-sheets, descriptive material, technical data, and similar shall use 8.5" x 11".

B. Submittals shall include, but not necessarily be limited to, the following:

1. All equipment to be supplied shall be listed followed by descriptive data sheets. The equipment list shall include each component name, manufacturer, model number, description of the operation, quantity supplied, and any special setup and operation and maintenance characteristics.
 - a. Similar components used in the project shall be the product of a single manufacturer.
 - b. Service and replacement components for all equipment shall be normally stocked and readily available from service centers and suppliers in Oregon, Idaho, or Oregon.
2. Description and operation of all remote site hardware and the configuration features of the I/O and local control loop characteristics.
3. Catalog information, descriptive literature, wiring diagrams, and shop drawings on all electrical devices, components, panels, and enclosures furnished under this section.
4. Individual data (or specification) sheets shall be provided for all components provided under this section. The purpose of these data sheets is to supplement the generalized catalog information provided by citing all specific features for each specific component (e.g. materials of construction, special options included, calibration data including scale and range, etc.). Each component data sheet shall bear the component name and instrument tag number designation.
5. Panel elementary diagrams of pre-wired panels. Show all signals, analog and discrete, and all auxiliary devices such as relays, terminals, alarms, fuses, lights, fans, heaters, etc. Diagrams, device designations, and symbols shall be in accordance with NEMA ICS 1-101.
6. Panel elementary diagrams of panel assemblies. Show all signals, analog and discrete, and all auxiliary devices such as relays, terminals, alarms, fuses, lights, fans, heaters, etc. Diagrams, device designations, and symbols shall be in accordance with NEMA ICS 1-101.
7. Interconnecting wiring diagrams, with terminal identification numbers and external wire numbers, for the System. This diagram shall include all intermediate terminations between field elements and panels (e.g. terminal junction boxes, motor control centers, etc.). This diagram shall be coordinated with the electrical contractor and shall bear his mark showing that this has been done. Diagrams, device designations, and symbols shall be in accordance with NEMA ICS 1-101.
8. Loop diagrams, with terminal identification numbers and external wire numbers for each control loop in the System. This diagram shall include all intermediate terminations

between field elements and panels (e.g. terminal junction boxes, motor control centers, etc.). This diagram shall be coordinated with the electrical contractor and shall bear his mark showing that this has been done. Diagrams, device designations, and symbols shall be in accordance with ISA Standards and Practices for Instrumentation.

- C. In addition: Before any components are fabricated, and/or integrated into assemblies, or shipped to the site, the Contractor shall furnish to the Engineer, and receive his review of full details, shop drawings, catalog cuts, and such other descriptive matter and documentation as may be required to fully describe the equipment and to demonstrate its conformity to these Specifications. The decision of the Engineer upon the acceptability of any submittal shall be final.
- D. The intent of the submittal is to ensure complete project scope coverage and does not relieve the supplier from fulfilling any specified requirements. The submittal shall consist of legible printed text and high quality CAD drawings, in PDF format, with descriptive bookmarks at all major and minor divisions of the document. The submittal shall address all hardware and software to be supplied.
 - 1. Catalog information shall be submitted for all equipment, regardless of whether or not it is of the same manufacturer as that listed in the Specifications.
 - 2. Where allowed, requests for substitution must be made in writing, and shall include corresponding copies of all literature and information required for evaluation of the proposed substitution. This must be done within 30 days of the contract award.
- E. All submittals shall be complete, neat, and orderly. Partial submittals are not acceptable and may be returned, without being reviewed, for correction. All components shall be referenced by the instrument name tag designations.
- F. If in the opinion of the Engineer a submittal is not clear, it will be returned to the Contractor and it shall be revised and resubmitted within 15 days.
 - 1. When a resubmittal is requested, resubmit only the indicated deficient portions of the submittal in question or where changes have been made to previously acceptable items. Resubmitting previously acceptable items slows the review process as all resubmitted material is (re)reviewed.
- G. Requests for equipment substitutions will be reviewed during the submittal process. Requests for equipment substitution received prior to the bid opening date will not be reviewed.

1.5 OPERATIONAL AND MAINTENANCE (O&M) MANUALS

- A. The Contractor shall provide (1) electronic copy (in PDF format), and two (2) printed (loose-leaf) copies of detailed sets of Operation and Maintenance (O&M) manuals with complete information concerning the operation of the System within 30 days after start-up of the equipment. The O&M manuals shall include information related to diagnosis, down to the module and card replacement level.
- B. The manuals shall include all project specific information and the printed copies shall be furnished in three-ring binders with indexed tab sections. The PDF copy shall have descriptive bookmarks at all major and minor divisions, similar to the indexed tabbed sections of the

printed copies. The O&M Manuals shall contain descriptive material, drawings, and figures bound in appropriate places.

1. The manuals shall include operation and maintenance literature for the entire System and all components provided. The submitted literature shall be in sufficient detail to facilitate the operation, removal, installation, adjustment, calibration, and maintenance of each component provided.
 2. The manuals shall include data sheets for all significant equipment used in the System. Significant equipment is defined as equipment performs a function other than simple interconnection. The data shall include, as a minimum, the component name, manufacturer, model number, quantity, and any special O&M characteristics.
 - a. Factory calibration data sheets shall be included for all transmitters and transducers.
 - b. Field calibration data sheets shall be included for all transmitters and transducers.
 3. The manuals shall include wiring diagrams for all components provided. These wiring diagrams shall clearly show all terminals, terminal block number designations, and wire numbers. Diagrams, device designations, and symbols shall be in accordance with NEMA ICS 1-101.
 4. The manuals shall include final as-built drawings (22" by 34" and 11" x 17" reduced) of equipment. These drawings shall include:
 - a. Layout drawings for each panel shall include overall dimension details for each component and all door mounted operator devices including nameplate designations.
 - b. Interconnecting wiring diagrams of all equipment installed or connected under this contract.
 - c. Control loop diagrams showing operation of the System.
- C. The manuals shall include a detailed functional description of the System. Control loops shall be fully described in the functional description. A detailed description of remote site features such as I/O and local control loops shall be included.
- D. The manuals shall include final versions of the following software related items:
1. A fully documented back-up electronic copy of all controller logic programs, on non-magnetic media compatible with the System.
 2. A fully documented printed copy of the controller logic program.
 3. A fully documented back-up electronic copy of all custom software programs, on non-magnetic media compatible with the System.
 4. A fully documented back-up electronic copy of all SCADA programs, on non-magnetic media compatible with the System.
 5. A fully documented back-up electronic copy of all operator interface programs, on non-magnetic media compatible with the System.
- E. The manuals shall include a listing of all recommended spare parts.
1. Spares and Expendables Recommendations: The Contractor shall provide a list of recommended spares and expendable items in sufficient quantities to sustain the System for a period of one (1) year after acceptance.

2. In addition to the Spares and Expendables List, the Contractor shall provide a Component Parts List. The Component Parts List shall be a complete parts list for the entire System and shall have the following features:
 - a. All components shall be grouped by component type, with the component types identified in a similar manner to the component identification code used in these Specifications.
 - b. All components shall be listed with their exact and complete manufacturer's part number, including all options and accessories.
 - c. All components shall be identified with their complete tag number as shown in these Specifications, or as modified or assigned by Contractor and approved by the Engineer.
 - d. All components without tag numbers shall be grouped within component type by manufacturer's part number. Exact quantities shall be listed for each part number.

1.6 DESCRIPTION OF WORK (PROGRAMMING)

- A. The following is a general description of anticipated work required to modify the existing PLC, OIT, and possible SCADA/HMI configurations/programming for proper operation of the new Variable Frequency Drive (VFD) units. It is not an exhaustive description as existing field conditions may dictate additional changes not necessarily listed here.
- B. PLC:
 1. The existing VFDs are Danfoss and use DeviceNet protocol for communicating with the PLC. The Contractor shall review the existing PLC program and determine exactly which signals are communicated to/from the PLC using DeviceNet. The existing signals include Speed Command (the speed the VFD is to run), Speed Reference (the actual speed the VFD is running), Drive Fault and Status Registers/Bits, and possibly other signals.
 2. The new VFDs are Rockwell Automation/Allen-Bradley (A-B) and will communicate with the PLC using EtherNet/IP protocol. The Contractor is to replicate (as much as practicable) the Danfoss signals/registers with the available A-B signals/registers; it is possible that some "existing bits" in the Danfoss Drive registers may be "scattered" into multiple registers (or vice-versa) in the A-B Drives. Use new, dedicated subroutine(s) for the logic required for data transfer between the new VFDs and the PLC over EtherNet/IP.
 - a. Exception: If existing subroutine(s) exist for the sole purpose of initialing the communications links (but not actually for the transfer of data), they may be modified to include the initialization of the new EtherNet/IP links to the VFDs.
 - b. Ideally, the existing DeviceNet signals are placed in "interposing" bits/registers in the PLC for use by the OIT and/or SCADA systems. If not, create interposing bits/registers for the new EtherNet/IP signals for potential, future conversion to another protocol to make switching over easier.
 3. For the initial modified program, have all DeviceNet signals for a given Drive "paralleled" with the new EtherNet/IP signals, so that each Drive can operate using either protocol.
 - a. Drives are to be replaced one-at-a-time.

- b. Once a Drive is replaced, the new EtherNet/IP communications is to be tested and corrected (as necessary) for proper operation before the next Drive is taken off-line for replacement.
- 4. The “functional description” of the existing PLC is not changing, except for the use of EtherNet/IP to communicate with the new Drives instead of DeviceNet. All other functionality and operation of the pump station is to remain “as is”.
 - a. Existing pump station control should include a limitation of maximum flow output of pump station to be 8,500 GPM (nominal). Contractor to coordinate with City and verify this limitation is in place. Make adjustments to PLC program, if required, to satisfy City operations.
- 5. After all Drives are replaced, remove all DeviceNet related logic from the PLC program and (re)verify proper operation of all Drives.
- 6. When all testing and verification of pump station operation is completed, save the final modified PLC program off-line and download to the PLC to “clear” the on-line editing cache.
- C. OIT (Local Touchscreen):
 - 1. If the existing DeviceNet signals are placed in “interposing” bits/registers within the PLC, no modifications should be required. Otherwise, modify the existing OIT screens to replace the existing DeviceNet signals with their corresponding EtherNet/IP signals.
 - 2. Modify the OIT links with the PLC, if required, to accommodate the new EtherNet/IP signals. Verify proper operation of the OIT elements (lights, switches, Drive status and/or alarms/faults, etc.) with the testing of each new VFD prior to shutting-down of next existing Drive to be removed.
- D. SCADA/HMI Master Terminal:
 - 1. Coordinate any required modifications to the Master Terminal of the SCADA system with Owner. Minimize disruptions to the SCADA system.
 - 2. Ideally, the PLC is using dedicated bits/registers for all SCADA system signals. If not, modify the SCADA links with the PLC, if required, to accommodate the new EtherNet/IP signals. Verify proper operation of the SCADA elements (lights, switches, Drive status and/or alarms/faults, etc.) with the testing of each new VFD prior to shutting-down of next existing Drive to be removed.
- E. Other: If the Owner desires other changes to be made to the PLC, OIT, and/or SCADA system not directly related to the VFD replacement, prepare a proposal for the Owner to perform these additional changes.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Whenever any material, article, device, product, or fixture is indicated or specified by patent or proprietary name, by name of manufacturer, or by catalog number, as shown on the drawings,

such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material or process desired. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design, and shall be deemed to be followed by the words "or approved equivalent". The decisions relative to equality shall be by the Engineer and Owner.

- B. The design of the Instrumentation and Control System is based on the specific equipment specified hereinafter. For example, for equipment listed, the design is based on the named manufacturer. Should the Contractor select other equipment that requires different installation requirements, wiring and conduit, enclosures, accessories, etc., the Contractor shall obtain approval from the Engineer for such changes to the design in accordance with this Contract and shall make all approved changes at no additional cost to the Owner.
- C. Analog signals shall be 4 to 20 mA DC, unless otherwise shown, conforming to the compatibility requirements of ISA Standard S50.1. Unless otherwise shown, circuits shall be Type 2 two-wire. Transmitters shall have a load resistance capability conforming to Class L. Transmitters and receivers shall be fully isolated. All instrumentation shall be compatible with the type of signal specified.
- D. Discrete signals are two-state logic signals of two types: control and alarm. Control and alarm signals shall utilize 24 VDC or 120 VAC sources, as shown. Unless otherwise shown, all alarm signals shall open on alarm condition, and have isolated contacts rated for 5 amperes (minimum) at 24 VDC/120 VAC.
- E. Nameplates, name tags, and service legends shall be used to identify all major components provided under this section. Major components are defined as components that perform a function other than simple interconnection.
 - 1. Nameplates are defined as engraved rigid laminated plastic plates bearing the entire identifying text or ISA tag number of the component. Nameplates shall be securely mounted under or near a mounted component.
 - 2. Name tags are defined as stamped stainless steel tags, unless otherwise noted, bearing the entire identifying text or ISA tag number of the component. Nametags shall be securely attached to the component.
 - 3. Service legends are defined as engraved rigid laminated plastic legends bearing the entire identifying text or ISA tag number of the component integrally mounted on a panel face mounted instrument.
 - 4. Service legends and panel interior mounted nameplates shall be black with white letters, and letter height shall be minimum 3/16-inch high characters, unless otherwise noted.
 - 5. Panel exterior mounted nameplates shall be black with white letters, and letter height shall be minimum 3/8-inch high characters, unless otherwise noted.
 - 6. Each panel assembly shall be provided with a face mounted engraved rigid laminated nameplate bearing the entire identifying text for the panel assembly. The nameplate shall be securely attached to the panel.
- F. Wire labels are defined as machine printed heat-shrink tube type labels bearing the entire identifying text of the wire. Wire labels shall be furnished for all wires in each panel assembly provided. Label both ends of wires more than 6 inches in length. Label one end of wires less than or equal to 6 inches in length. Shrink labels in place with lettering in position to be easily read and no more than one (1) inch from the connecting terminal.

- G. Terminal markers are defined as machine printed markers bearing the entire identifying text of the terminal. Terminal markers shall be furnished for all terminal blocks, fuse blocks, and grounding blocks provided. Securely mount terminal markers with lettering in position to be easily read.
- H. Interposing relays, loop isolators, intrinsically safe barriers, and terminating resistors shall be furnished wherever necessary, as indicated by the instrument and/or installation, regardless of whether they are indicated in the drawings, to perform the functions shown herein and on the drawings.

2.2 CIRCUIT BREAKERS

- A. Circuit breakers shall be provided as a Panel Assembly component where indicated, specified, or required to perform the functional requirements of the System, as specified.
- B. Circuit breakers shall meet the following minimum specifications, unless otherwise noted.
 - 1. Energy limiting design to protect downstream components better than conventional breakers during short circuits.
 - 2. IP2x Finger protection
 - 3. DIN rail mounted.
 - 4. UL 489 approved.
 - 5. UL 1077 approved.
- C. Acceptable manufacturers and products include:
 - 1. Allen-Bradley, Bulletin 1489.
 - 2. Altech, UL Series
 - 3. ABB, S2 Series
 - 4. Weidmuller
 - 5. Similar units by other manufacturers may be considered for use on this project based on comparison to these lines. Approval of substitutions is solely at the discretion of the Engineer.

2.3 FUSES

- A. Fuses shall be provided as a Panel Assembly component where indicated, specified, or required to perform the functional requirements of the System, as specified.
 - 1. NEMA FU 1, current-limiting, nonrenewable cartridge fuses with voltage ratings consistent with circuit voltages
 - 2. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 3. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size and with system short-circuit current levels.

2.4 TERMINAL BLOCKS

- A. Terminal Blocks shall be provided as a Panel Assembly component where indicated, specified, or required to perform the functional requirements of the System, as specified.
- B. Terminal Blocks shall meet the following minimum requirements, unless otherwise noted:
 - 1. Single circuit, feed-through type
 - 2. Two-level, feed through type for analog input signals, or where indicated.
 - 3. DIN rail mounted.
 - 4. Screw clamp connection.
 - 5. Sized for the application, minimum 30 A rated.
 - 6. 600 VAC/VDC rated.
 - 7. It shall be possible to use a 'standard' instrument screwdriver blade on the terminal screws. Terminals which require 'reduced size' or 'tweak' screwdrivers to access terminals will not be accepted.
- C. Approved manufacturers include:
 - 1. Allen-Bradley.
 - 2. ABB, type M4/6
 - 3. Phoenix Contact Inc.
 - 4. Weidmuller.
 - 5. Similar units by other manufacturers may be considered for use on this project based on a comparison to these lines. Approval of substitutions is solely at the discretion of the Engineer.

2.5 FUSE-HOLDING TERMINAL BLOCKS

- A. Fuse-holding Terminal Blocks shall be provided as a Panel Assembly component where indicated, specified, or required to perform the functional requirements of the System, as specified.
- B. Fuse-holding Terminal blocks shall meet the following minimum specifications, unless otherwise noted.
 - 1. Single circuit, feed through type.
 - 2. DIN rail mounted.
 - 3. Screw clamp connection.
 - 4. Sized for the application.
 - 5. Blown fuse indication unless otherwise noted.
 - 6. Contractor shall include appropriately sized fuses with all Fuse-holding Terminal Blocks.
 - 7. It shall be possible to use a 'standard' instrument screwdriver blade on the terminal screws. Terminals which require 'reduced size' or 'tweak' screwdrivers to access terminals will not be accepted.
- C. Approved manufacturers and products include:
 - 1. Allen-Bradley, Bulletin 1492-WFB424/4250.
 - 2. ABB, type M4/8 SFL

3. Phoenix Contact Inc., Type UK-5 HESL.
4. Weidmuller, type ASK.
5. Similar units by other manufacturers may be considered for use on this project based on a comparison to these lines. Approval of substitutions is solely at the discretion of the Engineer.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install equipment and materials in a neat and workmanlike manner and align, level, and adjust for satisfactory operation. Install equipment so that all parts are easily accessible for inspection, operation, maintenance, and repair.
- B. Work and wiring inside existing panels shall be neat and orderly. Utilize cable ties and adhesive backed cable tie mounting pad for clean appearance. Use existing wireway for routing of like voltage (AC with AC, DC with DC) conductors when available.
- C. Provide manufacturer's or customize mounting brackets for the installation of the float and hatch switches at the location(s) shown on the contract drawings or as designated by the owner or Engineer.

3.2 EXAMINATION

- A. Examine pathway elements intended for cables. Check raceways, cable trays, and other elements for compliance with space allocations, installation tolerances, hazards to cable installation, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION

- A. Protection During Construction: Throughout this Contract, the Contractor shall provide protection for materials and equipment against loss or damage and from the effects of the weather. Prior to installation, store items in indoor, dry locations. Provide heating in storage areas for items subject to corrosion under damp conditions.
- B. Material and Equipment Installation: Follow manufacturer's installation instructions explicitly, unless otherwise indicated. Wherever any conflict arises between manufacturer's instructions, and these Contract Documents, follow Engineer's decision, at no additional cost to Owner. Keep copy of manufacturer's instructions on the job site available for review at all times.
- C. The Contractor shall bear ultimate responsibility and shall provide for the supply, installation, adjustment, and startup of a complete, coordinated System that shall reliably perform the specified functions.

- D. The Contractor shall make all final power and signal connections (hydraulic, pneumatic, and electric) to all elements provided under this section. The Contractor shall verify and certify by written notice to the Engineer, the correctness of final signal connections and the correctness of adjustment for all elements provided under this section and all elements interfaced with the System
- E. All conduits are provided and installed under Division 26 - ELECTRICAL.
- F. All wiring and cables, with the exception of certain specified special control cables, are provided and installed under Division 26 - ELECTRICAL. Specific special control cables as specified in this section shall be provided and installed under this section.
- G. Cleaning and Touch-up Painting: Keep premises free from accumulation of waste material or rubbish. Upon completion of work, remove materials, scraps, and debris from premises and from interior and exterior of all devices and equipment. Touch-up scratches, scrapes, and chips in interior and exterior surfaces of devices and equipment with finishes matching as nearly as possible the color, consistency, and type of surface of the original finish.

3.4 ELECTRICAL POWER AND SIGNAL WIRING

- A. Control and signal wiring external to the panels and all power wiring shall conform to the requirements of Division 26 - ELECTRICAL.
 - 1. Signal Connections: Electrical signal connections to equipment shall be made on terminal blocks or by locking plug and receptacle assemblies. Jacketed flexible conduit shall be used between equipment and rigid raceway systems except that flexible cable assemblies may be used where plug and receptacle assemblies are provided and the installation is not subject to mechanical damage in normal use. The length of flexible conduit or cord assemblies shall not exceed 2 feet, unless otherwise shown, specified, or required for specific installation locations (such as wet well sensors). Flexible cable, receptacle and plug assemblies shall be used only where shown or specified.
- B. Control and signal wiring in panels shall be restrained by plastic ties or ducts.
 - 1. Hinge wiring shall be double secured at each end with mechanically fastened, not adhesive, tie blocks or straps.
 - 2. Hinge crossings shall be either longitudinal crossings with a minimum length of 12 inches, so that any bending or twisting will be around the longitudinal axis of the wire, or loop crossings with a minimum loop diameter of 6 inches.
 - 3. The entire length of wire in the bend area, (between the tie blocks) shall be protected from abrasion with either convoluted tubing or spiral wrap.
 - 4. Wire bundles that pass through holes shall be protected from abrasion with either grommets or sleeves.
 - 5. Wires that pass across edges of sheet metal shall be protected from abrasion.
- C. Arrange wiring neatly, cut to proper length, and remove surplus wire.

- D. Use manufacturer's recommended tool with the proper sized anvil for all crimp terminations. No more than two wires may be terminated in a single crimp lug and no more than two lugs may be installed on a single screw terminal.
 - 1. All crimp lugs used in applications with two wires terminated in a single crimp lug shall be rated by the manufacturer for multiple wire use.
- E. Wiring shall not be spliced or tapped except at device terminals or terminal blocks.

3.5 TESTING, START-UP, AND TRAINING

- A. All elements of the System shall be tested to demonstrate that the System satisfies all of the requirements of this Specification.
- B. The Contractor shall provide all special testing materials and equipment.
- C. The Contractor shall coordinate all of his testing with the Owner's Representative and all other associated contractors.
- D. Within 12 weeks after award of the contract, and no later than 60 days prior to the testing, the Contractor shall prepare and submit to the Engineer for review, a detailed description of the test procedures proposed to demonstrate conformance of the System to this Specification and the report forms to be used for recording the test results. The testing procedures shall be designed by the Contractor to duplicate normal operating and all alarm conditions. The Contractor shall ensure that the equipment and facilities are not damaged during testing. The decision of the Engineer upon the acceptability of the test procedures and report forms shall be final.
- E. As a minimum, the testing shall include the following:
 - 1. Operational Acceptance Tests
 - a. The objective of these tests is to demonstrate that the System is READY for final operation.
 - b. The System shall be checked for proper installation, adjustment, and calibration on an "element-by-element" basis to verify that it functions as specified and that all terminations have been made correctly.
 - c. All discrete element set points shall be adjusted and checked for proper operation (e.g., interlock function, contact closure on rising/falling P.V., etc.).
 - d. All analog loops shall have three-point (0%, 50%, 100%) calibrations performed.
 - e. All initial controller tuning constants shall be adjusted to preliminary settings as recommended by the manufacturer.
 - f. The "Operational Acceptance Tests" shall be completed prior to starting the "Functional Acceptance Test". The actual testing program shall be conducted in accordance with prior approved procedures and shall be documented.
 - 2. Functional Acceptance Tests
 - a. The objective of these tests is to demonstrate that the System operates correctly and complies with the specified performance requirements. All data points shall be tested by activating the field elements and verifying proper System response.

The Contractor shall provide a minimum one (1) day Functional Acceptance Test by qualified personnel. One day of testing shall constitute eight (8) hours of on-site work. During this period, the Contractor's personnel shall operate the System under normal and all alarm conditions to simulate all operating modes of all equipment.

- b. A witnessed "Functional Acceptance Test" shall be performed on the System. Each function shall be demonstrated to the satisfaction of the Engineer.
- c. Each instrument and final element shall be field calibrated in accordance with the manufacturer's recommended procedure and then tested in accordance with the Contractor's approved test procedure. Data shall be entered on the applicable test form at the time of testing. Alarm trips, control trips, and switches shall be set to initial values. Final elements shall be checked for range, dead-band, and speed of response. Any component that fails to meet the required tolerances shall be repaired by the manufacturer or replaced, and the above tests repeated until the component is within tolerance.
- d. Adjust tuning constants as required for proper System operation. Provide final tuning constant information in tabular form for inclusion in the Operation and Maintenance Manuals.
- e. Each test shall be witnessed and signed off by the Contractor and the Owner's representative upon satisfactory completion.
- f. The actual testing program shall be conducted in accordance with the prior approved procedures and shall be documented as required.
- g. The Contractor shall notify the Engineer and the Owner's representative, and submit the results of the "Operational Acceptance Tests," at least 1 week prior to the date of the "Functional Acceptance Test".

- F. In addition to the test procedures, the Contractor shall provide a minimum of 1 day(s) of System training. The Contractor shall also provide an outline for the training to be provided that covers basic software and equipment training, operator training, System maintenance training, and programming training. Identify the course content and the time to be spent on each subject area.

END OF SECTION 26 09 00

SECTION 26 29 23 – VARIABLE FREQUENCY DRIVE MOTOR CONTROLLERS

PART 1 - GENERAL

1.1 SUMMARY

- A. The following supplements all sections of this specification and applies to all work specified, shown on the drawings, or required to provide a complete installation of approved electrical systems.
- B. Provide and install three (3) Variable Frequency Drives with features and accessories as specified herein and/or as required for a fully functioning system. Variable Frequency Drives shall be “open” style and are to be field installed inside of existing Variable Frequency Drive enclosures, with existing line reactors. Variable Frequency Drives shall be used with existing 200 HP, 1800 RPM motors @ 460 Volts, 3 phase (240 FLA per Table 430.250 of the NEC) with Class F insulation in a water pumping application.
 - 1. Dimensions of each existing enclosure is approximately 39-in W x 23-in D x 82.5-in H.
 - 2. Contractor shall coordinate with City to field adjust the minimum speed of each Variable Frequency Drive such that the corresponding pump produces 1,000 GPM (nominal) minimum flow. Adjust the minimum speeds to be the same on all (3) drives, using the highest frequency and/or RPM of the three pumps, unless otherwise directed by the City.

1.2 MATERIALS AND WORKMANSHIP

- A. Materials and parts for the Variable Frequency Drives shall be new, unused, of current manufacture and of the highest grade, free from all defects.
- B. Workmanship shall be the highest grade, in accordance with modern practice.

1.3 GENERAL

- A. See Section 26 00 10, SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL, which contains information and requirements that apply to the work specified herein and are necessary for this project.

1.4 SUBMITTALS AFTER AWARD OF CONTRACT

- A. Submittals after award of Contract shall be made in accordance with Section 26 00 10, SUPPLEMENTAL REQUIREMENTS FOR ELECTRICAL.
- B. Shop Drawings – Approval
 - 1. Elevation Drawings: Include dimensional information and terminal locations.
 - 2. Unit Descriptions: Include amperage ratings, fault ratings, nameplate information, etc., as required for approval.

3. Wiring Diagrams:

- a. Power Diagram: Include amperage ratings, over-current protection recommendations or requirements (circuit breaker or fuses continuous amp ratings), etc., as required for approval.
- b. Control Diagram: Include disconnect devices, pilot devices, etc.

4. Major components list.

C. Product Data Sheets

- 1. Variable Frequency Drive and Operator Interface publications.
- 2. Data sheets and publications on all major components including but not limited to the following, as may be required:
 - a. Fuses (power and control)
 - b. Pilot Devices
 - c. Relays/Timers

D. Test procedures shall be per the manufacturer's standards.

1.5 Closeout Submittals (Operation and Maintenance Manuals)

A. Submit under provision of Section 26 05 10.

B. Shop Drawings – Final as shipped

- 1. Elevation Drawings: Include dimensional information and terminal locations.
- 2. Unit Descriptions: Include amperage ratings, fault ratings, nameplate information, etc.
- 3. Wiring Diagrams:
 - a. Power Diagram: Include amperage ratings, over-current protection recommendations or requirements (circuit breaker or fuses continuous amp ratings), etc.
 - b. Control Diagram: Include disconnect devices, pilot devices, etc.

4. Major components list.

C. Product Data Sheets

- 1. Variable Frequency Drive and Operator Interface publications.
- 2. Data sheets and publications on all major components including but not limited to the following:
 - a. Fuses (power and control)
 - b. Pilot Devices
 - c. Relays/Timers

D. Test procedures shall be per the manufacturer's standards.

E. Operation and Maintenance Data

1. Service and Contact information
2. Variable Frequency Drive and Operator Interface User Manuals
3. Troubleshooting / Service Manuals

1.6 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturing:
 - a. The Variable Frequency Drives and all associated optional equipment shall be UL listed or recognized.
 - b. The Variable Frequency Drive shall contain an attached UL label.
2. Suppliers:
 - a. All inspection and testing procedures shall be developed and controlled under the guidelines of the Supplier's quality system and must be registered to ISO 9001 and regularly reviewed and audited by a third party registrar.
 - b. The Variable Frequency Drive shall be factory assembled and tested.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. In order to provide earliest possible delivery of Variable Frequency Drive units, Contractor shall place order for drives within 10-days of receipt of approved drive submittals. City will provide contractor with a secured location for storage of drive units.
- B. Coordinate with Owner for delivery to the storage location. Inspect and certify the proposed location as being acceptable to preserve Variable Frequency Drive warranty.
- C. Deliver Variable Frequency Drives to their final locations in protective wrappings, containers, and other protection that will exclude dirt and moisture and prevent damage from construction operations. Remove protection only after equipment is safe from such hazards.

1.8 WARRANTY

- A. The manufacturer shall provide their standard parts warranty for a minimum of twelve (12) months from the date of being energized at the site.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In order to maintain City of Oregon City standards, Variable Frequency Drives shall be manufactured by Rockwell Automation/Allen-Bradley. No other manufacturers will be accepted. Acceptable models are:
1. PowerFlex 753
 2. PowerFlex 755
- B. Contractor shall provide (3) drives of the same model (Contractor's option) – do not provide both models.

2.2 VARIABLE FREQUENCY DRIVE UNIT

A. Certifications

1. Listed to UL 61800-5-1 and CAN/CSA-C22.2 No. 14-05
2. In conformity with EMC Directive (2004/108/EC) and Low Voltage Directive (2006/95/EC). Standards applied; EN 61800-3:2004, EN 61800-5-1:2007
3. Electric Power Research Institute. Certified compliant with standards SEMI F47 and IEC 61000-4-34

B. Hardware

1. Utilize six-pulse full-wave bridge on the input rectifier.
2. Utilize DC bus inductor ("choke").
3. Utilize switching logic power supply operating from the DC bus.
4. Incorporate phase to phase and phase to ground MOV protection on the AC input line.
5. Utilize gold plated plug-in connections on printed circuit boards.
6. Microprocessor based inverter logic shall be isolated from power circuits.
7. Utilize latest generation IGBT inverter section with PWM and programmable carrier frequency.
8. Battery receptacle for Lithium battery power to the Real Time Clock.
9. Conformal coated printed circuit boards.
10. Onboard 24 VDC Auxiliary Control Power Supply.

C. Control Logic

1. Ability to operate with motor disconnected.
2. Provide a controlled shut down, when properly protected, with no component failure in the event of an output phase to phase or phase to ground short circuit. Provide annunciation of the fault condition.
3. Provide multiple acceleration and deceleration rates.
4. Adjustable output frequency up to 120 Hz.
5. Ability to control outputs and manage status information locally within the Variable Frequency Drive.
6. Ability to function stand-alone.

7. Ability to provide selector switches, or other data manipulations not already built into the Variable Frequency Drive.
 8. Ability to communicate via EtherNet/IP protocol.
- D. Motor Control Modes
1. Control modes of V/Hz and Adjustable Voltage Control selectable through programming.
 2. The drive shall be supplied with a Start-up and Auto-tune mode.
 3. The V/Hz mode shall be programmable for full custom patterns.
 4. Capable of Open Loop V/Hz.
- E. Current Limit
1. Programmable current limit from 20 to 150% of rated output current.
 2. Current limit shall be active for all drive states: accelerating, constant speed and decelerating.
- F. Acceleration / Deceleration
1. Accel/Decel settings shall provide separate adjustments to allow either setting to be adjusted from 0 to 180 seconds, minimum.
 2. A second set of remotely selectable accel/decel settings shall be accessible through digital inputs.
- G. Speed Profiles
1. Programming capability shall allow the user to produce speed profiles with linear acceleration/deceleration that provide changing accel/decel rates.
- H. Adjustments
1. A digital interface can be used for all set-up, operation and adjustment settings.
 2. All adjustments shall be stored in nonvolatile memory (EEPROM).
 3. No potentiometer adjustments shall be required.
 4. EEPROM memory for factory default values shall be provided.
 5. Software must be available for trending and diagnostics, as well as online and offline programming functionality.
- I. Skip Frequencies
1. A minimum of three adjustable set points that lock out continuous operation at frequencies which may produce mechanical resonance shall be provided.
- J. Fault Reset / Run
1. The drive shall provide an adjustable number of the automatic fault reset and restarts following a fault condition before locking out and requiring manual restart.
 2. The automatic mode shall not be applicable to a ground fault, shorted output faults, and other internal microprocessor faults.
 3. The time between restarts shall be adjustable from 0.5 seconds to 30 seconds.

K. Fault Memory

1. Information about the drive's condition at the time of the last fault such as operating frequency, output current, dc bus voltage and twenty-seven other status conditions shall be stored for additional troubleshooting reference.

L. Overload Protection

1. The drive shall provide internal speed sensitive adjustable overload protection.
2. A viewable parameter shall store the overload usage.

M. Inputs and Outputs:

1. Provide 24 VDC I/O, unless otherwise noted. Drive shall be capable of providing an internal 24 VDC supply or utilizing an external 24 VDC power supply for use with the I/O.
2. All digital input and output functions shall be fully programmable.
3. Digital Inputs: There shall be a minimum of six (6) independently programmable digital inputs. Input functions shall be selectable from a list of at least 25 functions including stop, start (2-wire control), run (3-wire control), auxiliary (or "external") fault, speed select, and jog.
4. Digital Outputs: There shall be a minimum of three (2) independently programmable relay outputs. Non-form C relays shall be programmable as either NO or NC. Relay contacts shall be rated 2 Amps (minimum) at 24 VDC or 115/230 VAC. Output functions shall be selectable from a list and shall include ready, fault, at speed/freq, at torque, and running, as a minimum.
5. Analog Inputs: There shall be a minimum of two (2) programmable analog inputs, each independently selectable as 0 10 VDC or 4 20mA DC. Analog input functions shall be selectable from a list of input function selections. Analog input signal processing functions shall include scaling adjustments, adjustable filtering, and signal inversion.
 - a. Loss of Reference: The Drive shall be capable of sensing reference loss conditions. If the input reference (4 20mA or 0 10V) is lost, the Drive shall perform one of the user programmable functions:
 - 1) Fault the drive and coast to stop,
 - 2) Alarm (but not fault the Drive) and run at a programmable preset speed, or
 - 3) Alarm (but not fault the Drive) and hold the Drive speed based on the last good reference received.
6. Analog Outputs: There shall be a minimum of two (2) programmable analog outputs, providing 4-20mA DC signals. Analog output functions shall be selectable from a list of output function selections including output speed, frequency, voltage, current, and power, as a minimum.

N. Reference Signals

1. The drive shall be capable of using the following input reference signals:
 - a. Analog inputs
 - b. Preset speeds

- c. Remote potentiometer
- d. Human Interface Module
- e. Communication modules

O. Metering

1. At a minimum, the following parameters shall be accessible through the Human Interface Module, if installed:
 - a. Output Current in Amps
 - b. Output Voltage in Volts
 - c. Output Power in kW
 - d. Elapsed MWh
 - e. DC Bus Voltage
 - f. Frequency
 - g. Heatsink Temperature
 - h. Last eight faults
 - i. Elapsed Run Time
 - j. IGBT Temperature
 - k. Faults
2. At a minimum, the following faults shall be accessible through the Human Interface Module:
 - a. Power Loss
 - b. Undervoltage
 - c. Overvoltage
 - d. Motor Overload
 - e. Heat Sink Over-temperature
 - f. Phase to Phase and Phase to Ground Faults

P. Real-Time Clock

1. Shall be capable of providing time stamped events and have the ability to be set locally or via a remote controller

2.3 SYSTEM DESCRIPTION

A. Ratings

1. Voltage
 - a. Capable of accepting nominal plant power of 480 VAC at 60 Hz.
 - b. The supply input voltage tolerance shall be +10%/-15% of nominal line voltage.
2. DC Input Voltage Tolerance: +/-10% of nominal DC bus voltage.
3. Frequency tolerance: 47-to-63 Hz.
4. Power Factor of 0.95 or better at rated load and nominal line voltage, over the entire speed range.

5. Efficiency
 - a. A minimum of 96% (+/-1%) at 100% speed and 100% motor load at nominal line voltage.
 - b. Control power supplies, control circuits, and cooling fans shall be included in all loss calculations.
6. Operating ambient temperature range without derating: 0 °C to 40 °C (32 °F to 104 °F)
7. Operating relative humidity range shall be 5% to 95% non-condensing.
8. Operating elevation shall be up to 1,000 Meters (3,300 ft) without derating.
9. The drive shall be protected from vibration per IEC 68-2-6 (maximum sinusoidal displacement 1.5 mm, 2 Hz to 9 Hz and max. Acceleration 5 m/s², 9 Hz to 200 Hz).
- B. Sizing and Intermittent Overload
 1. Systems rated at Normal Duty loads shall provide 110% overload capability for up to one minute and 150% for up to 3 seconds.
- C. The incoming overvoltage trip level shall be a minimum of 30% over nominal, and the undervoltage trip level shall be a minimum 35% of under the nominal voltage.
- D. Motor phase loss protection shall be provided.
- E. Ride-Through
 1. The Variable Frequency Drive system shall attempt to ride through power dips up to 20% of nominal. The duration of ride-through shall be inversely proportional to load. For outages greater than 20%, the drive shall stop the motor and issue a power loss alarm signal to a process controller.
 2. In case of power outage, the Variable Frequency Drive system ride-through shall be not less than 15 milliseconds at full load.
 3. Logic control ride through: 0.5 sec minimum, 2 sec typical.
- F. Line transient
 1. Up to 6000 volts peak per IEEE C62.41-1991.
- G. Carrier frequency: shall be adjustable between 2 and 8 kHz. The maximum carrier frequency can differ depending on the type of the drive.
- H. Drive output: output voltage and current rating shall match the adjustable frequency operation requirements of standard 460 VAC, 3ph, 60 Hz, NEMA design B motor.
- I. Output Current Total Harmonic Distortion shall be less than 4% at motor nominal speed and load.
- J. Network Communications: The Drive shall be capable of communication over an Ethernet network via EtherNet/IP protocol, either natively or through a communications adapter. The Drive shall be fully controllable over the network, allowing monitoring all Drive status, alarms, warnings, and metering elements (such as output current, speed, power, operating hours, etc.) as well as issuing commands (start, stop, reset, speed reference, etc.).

K. Enclosure Door Mounted Human Interface Module (HIM)

1. Provide an HIM with integral display, operating keys, and programming keys and all other accessories necessary for mounting on an enclosure door with each Variable Frequency Drive.
2. An optional Variable Frequency Drive-mounted HIM may be provided and shall be capable of connecting via a separate cable for use as a handheld terminal.
3. The HIM shall indicate drive operating conditions, adjustments and fault indications, and provide digital speed control.

L. Auxiliary Relays

1. Provide relays for Drive Alarm, Drive Fault, Drive Run, and System Status Faults (as required).
2. Provide 3PDT relays with contacts rated for 115 VAC/30 VDC, 5.0 amp resistive, 2.5 amp inductive, minimum.

M. Control Interface

1. The control terminals shall be rated 115 VAC, minimum.
2. The control interface shall provide input terminals for access to Variable Frequency Drive functions that include start, stop, external fault, speed select, and enable, as required.

N. Pilot Devices

1. Variable Frequency Drives shall utilize existing pilot devices. Provide wiring diagrams, as required, showing existing pilot devices being wired to the Variable Frequency Drive.
2. Variable Frequency Drive Operation with Existing HOA:
 - a. When the HOA is in the "Off" position, the drive shall be stopped and not allowed to start from any source (pushbuttons, control interface, or communications module).
 - b. When the HOA is the "Hand" position, drive may be controlled by "Start" and "Stop" pushbuttons and a speed adjusting potentiometer, and/or the HIM.
 - c. When HOA is in "Auto" position, drive may be controlled by remote contacts or communications module.
 - d. When an HIM is present, the stop function shall always be available to stop the drive regardless of the selected mode ("Hand" or "Auto"); the HIM shall stop the drive if the switch is in the "Auto" mode with the remote start contact initiated.
3. Variable Frequency Drive Operation with existing Speed Potentiometer: Existing speed adjusting potentiometer shall be used for operation in "Hand" mode.
4. Existing "Start" and "Stop" momentary pushbuttons with flush heads shall be used for operation in "Hand" mode.
5. Existing drive "reset" momentary pushbutton shall be used to reset the Variable Frequency Drive when a fault condition occurs.
6. Existing pilot lights, mounted on the enclosure door, indicate of the following status:
 - a. Run
 - b. Drive/Motor Fault

c. Motor High Temperature

2.4 SOURCE QUALITY CONTROL

- A. Testing: Test and inspect Variable Frequency Drives according to requirements in NEMA ICS 61800-2.
 - 1. Test each Variable Frequency Drive while connected to a motor that is comparable to that for which the Variable Frequency Drive is rated.
 - 2. Verification of Performance: Rate Variable Frequency Drives according to operation of functions and features specified.
- B. Variable Frequency Drives will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that location is ready to receive equipment.
- B. Verify that the building environment can be maintained within the service conditions required by the manufacturer of the Variable Frequency Drive.
- C. Examine areas, surfaces, and substrates to receive Variable Frequency Drives, with Installer present, for compliance with requirements for installation tolerances, including but not necessarily limited to the space within the existing enclosure where they will be mounted, and other conditions affecting performance of the Work.
- D. Handle equipment carefully to prevent physical damage. Do not deliver damaged equipment.
- E. Examine Variable Frequency Drives before installation. Reject Variable Frequency Drives that are wet, moisture damaged, or mold damaged.
- F. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- G. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Installation shall be in compliance with all manufacturer requirements, instructions and drawings.
- B. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

- C. Install fuses in control circuits if not factory installed, as required.
- D. Comply with NECA 1.

3.3 CONTROL WIRING INSTALLATION

- A. Install wiring between Variable Frequency Drives and remote devices, as required.
- B. Bundle, train, and support wiring in enclosures.
- C. Connect selector switches and other automatic-control devices where applicable.
 - 1. Connect selector switches to bypass only those manual- and automatic-control devices that have no safety functions when switches are in manual-control position.
 - 2. Connect selector switches with control circuit in both manual and automatic positions for safety-type control devices such as low- and high-pressure cutouts, high-temperature cutouts, and motor-overload protectors.

3.4 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections with the assistance of a factory-authorized service representative.
- C. Acceptance Testing Preparation:
 - 1. Test insulation resistance for each Variable Frequency Drive element, bus, component, connecting supply, feeder, and control circuit.
 - 2. Test continuity of each circuit.
- D. Tests and Inspections:
 - 1. Inspect Variable Frequency Drive, wiring, components, connections, and equipment installation. Test and adjust controllers, components, and equipment, as may be required.
 - 2. Test insulation resistance for each Variable Frequency Drive element, component, connecting motor supply, feeder, and control circuits.
 - 3. Test continuity of each circuit.
 - 4. Verify that voltages at Variable Frequency Drive locations are within 10 percent of motor nameplate rated voltages. If outside this range for any motor, notify Owner before starting the motor(s).
 - 5. Test each motor for proper phase rotation.
 - 6. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.
 - 7. Test and adjust controls, remote monitoring, and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Variable Frequency Drives will be considered defective if they do not pass tests and inspections.

- F. Prepare test and inspection reports, including a certified report that identifies the Variable Frequency Drive and describes testing results. Include notation of deficiencies detected, remedial action taken, and observations made after remedial action.

3.5 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
 - 1. Complete installation and startup checks according to manufacturer's written instructions.
- B. At a minimum, the start-up service shall include:
 - 1. Perform pre-Power Check
 - 2. Verify power and signal grounds
 - 3. Check connections
- C. Drive Power-up and Commissioning:
 - 1. Measure Incoming Power Phase-to-Phase and Phase-to-Ground
 - 2. Measure DC Bus Voltage
 - 3. Measure AC Current Unloaded and Loaded
 - 4. Measure Output Voltage Phase-to-Phase and Phase-to-Ground
 - 5. Verify input reference signal
- D. All measurements shall be recorded.
- E. Drive shall be tuned for system operation.
- F. Drive parameter listing shall be provided.

3.6 ADJUSTING

- A. Program microprocessors for required operational sequences, status indications, alarms, event recording, and display features. Clear events memory after final acceptance testing and prior to Substantial Completion.
- B. Set field-adjustable circuit-breaker trip ranges, as required.

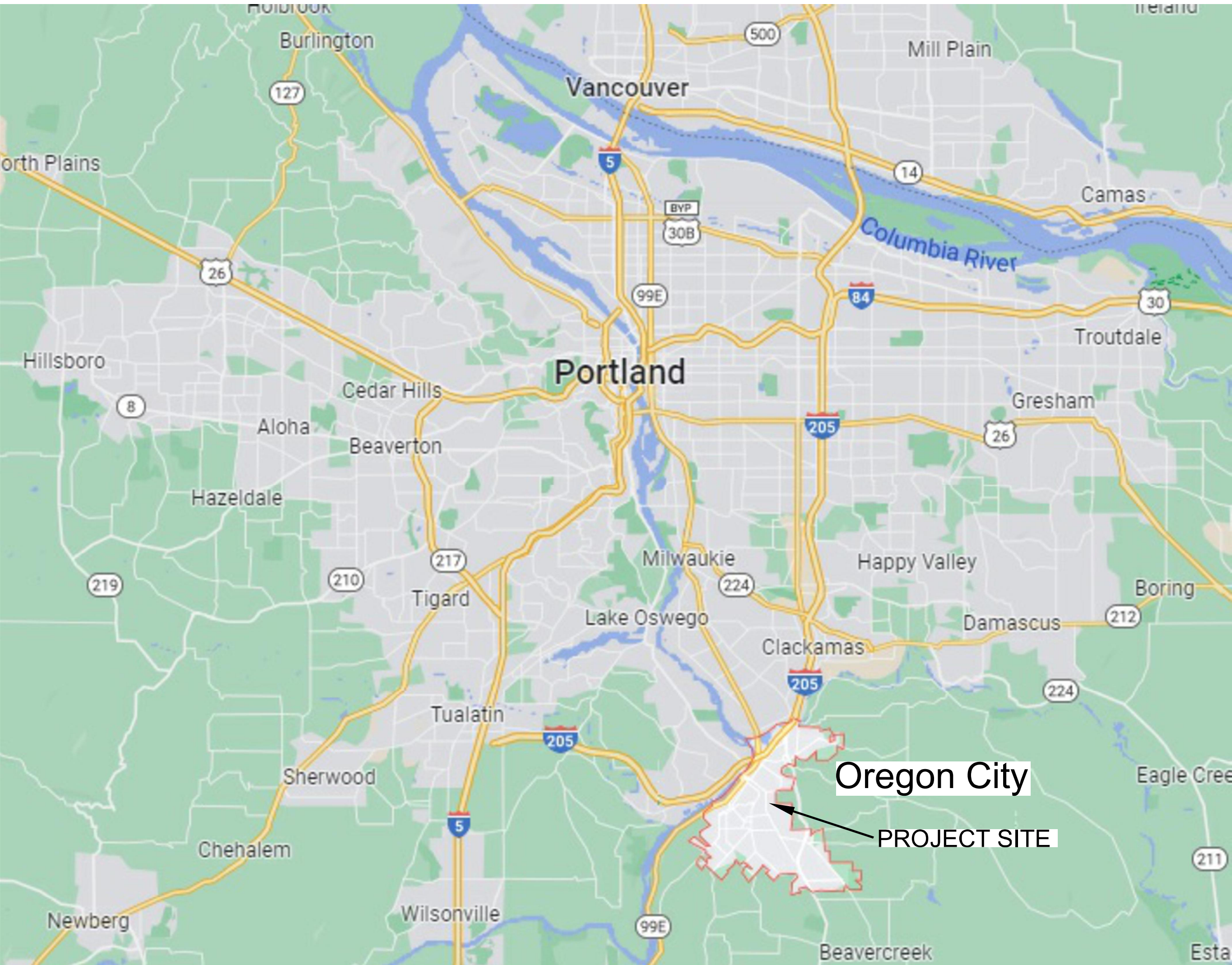
3.7 PROTECTION

- A. Temporary Heating: Apply temporary heat, as required, to maintain temperature according to manufacturer's written instructions until controllers are ready to be energized and placed into service.
- B. Replace Variable Frequency Drives whose interiors have been exposed to water or other liquids prior to Substantial Completion.

3.8 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, reprogram, and maintain Variable Frequency Drives.
- B. The instructions shall include the operational and maintenance requirements of the Variable Frequency Drive.
- C. The basis of the training shall be the Variable Frequency Drive, the engineered drawings, and the user manual. At a minimum, the training shall:
 - 1. Review the engineered drawings identifying the components shown on the drawings.
 - 2. Review starting / stopping and speed control options for the controller.
 - 3. Review operation of the Human Interface Module for programming and monitoring of the variable frequency drive.
 - 4. Review the maintenance requirements of the Variable Frequency Drive.
 - 5. Review safety concerns with operating the Variable Frequency Drive.

END OF SECTION 26 29 23



VICINITY MAP



PROJECT SITE

PROJECT SITE:
414 MOUNTAIN VIEW ST,
OREGON CITY, OR 97045

CITY OF OREGON CITY
MOUNTAIN VIEW PUMP STATION
VFD AND COMMUNICATIONS UPGRADE

PROJECT#: CI 20-015
JUNE 2022

DRAWING LIST		
SHEET NO.	DESCRIPTION	SHEET NO.
—	COVER SHEET	E0
1	LEGEND AND ABBREVIATIONS	E1
2	ONE-LINE DIAGRAMS	E2
3	ELECTRICAL ROOM PLANS	E3
4	EXISTING VFD ENCLOSURES MODIFICATIONS	E4
5	EXISTING PLC CONTROL PANEL MODIFICATIONS	E5
6	VFD CONTROL WIRING DIAGRAM	E6

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IF IT DOES NOT MEASURE 2
INCHES, SCALE ACCORDINGLY

Item 7e

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2022.07.11 09:41:13-0700

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CITY OF OREGON CITY MOUNTAIN VIEW PUMP STATION
VFD AND COMMUNICATIONS UPGRADE
PROJECT #: CI 20-015

COVER SHEET

REV #	DATE	DESCRIPTION

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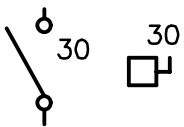
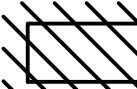
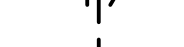
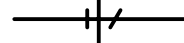
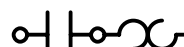
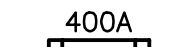
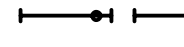
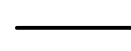
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ELECTRICAL LEGEND AND ABBREVIATIONS									
 S/N SOLID NEUTRAL CONNECTION	 G N GROUNDING AND NEUTRAL BUSES (BONDED)	 GFI, WP DUPLEX RECEPTACLE—NORMAL, GROUND FAULT INTERRUPTING, WEATHERPROOF	 ●● CONNECTION TO SPECIAL EQUIPMENT OR OUTLET AS SHOWN	 225 TRANSFER SWITCH, CURRENT RATING SHOWN	 S GENERATOR SET	 5 MOTOR OUTLET, HORSEPOWER INDICATED.	 30 30 DISCONNECT SWITCH, RATING SHOWN	 ELECTRICAL EQUIPMENT	 ELECTRICAL EQUIPMENT TO BE DEMO'D
 VFD VARIABLE FREQUENCY DRIVE	 LINE OR LOAD REACTOR	 Ⓢ JUNCTION BOX	 P4 HOME RUN, ELECTRICAL PANEL DESTINATION SHOWN.	 CONDUIT CONCEALED UNDERFLOOR OR UNDERGROUND.*	 CONDUIT CONCEALED IN WALL OR ABOVE CEILING IN FINISHED AREAS, EXPOSED IN PROCESS AND EQUIPMENT AREAS.*	<u>*NOTES:</u> 1. RUNS MARKED WITH CROSS—HATCHES INDICATE NUMBER OF NO. 12 WIRE. LARGER GAUGES ARE SHOWN OR NOTED ELSEWHERE. LONG CROSS HATCH INDICATES NEUTRAL, REVERSE SLANT INDICATES GREEN GROUND WIRE. 2. FOR UNMARKED CONDUIT RUNS, CONTRACTOR SHALL INSTALL REQUIRED NUMBER OF WIRES FOR POWER AND/OR CONTROL OF ELEMENTS IN CIRCUIT(S) SHOWN. SIZE OF WIRE SHALL BE NO. 12, UNLESS OTHERWISE NOTED OR REQUIRED BY CODE. 3. SIZE CONDUIT ACCORDING TO SPECIFICATIONS AND APPLICABLE CODE.	 CURRENT TRANSFORMER	 TRANSFORMER	 GROUND CONNECTION PER NEC ARTICLE 250
 THERMAL MAGNETIC CIRCUIT BREAKER	 15AC 400AT MAGNETIC ONLY CIRCUIT BREAKER (MOTOR CIRCUITS ONLY) CONTINUOUS CURRENT RATING AND TRIP SETTINGS SHOWN	 NEMA RATED CONTACTOR WITH MOTOR THERMAL OVERLOAD RELAY (MOTOR STARTER)	 400A FUSE	 1 DRAWING NOTE	 1 ELECTRICAL CIRCUIT IDENTIFICATION	 12 34 MULTIPLE ELECTRICAL CIRCUITS, SEPARATE CONDUITS	 12 34 1" C MULTIPLE ELECTRICAL CIRCUITS, COMMON CONDUIT (SIZE SHOWN)	 ○ ○ E CEILING LIGHT OUTLET*	 WALL MOUNTED LUMINAIRE*
 E BARE LAMP/ INDUSTRIAL FLUORESENT LUMINAIRE*	 FLOOD LIGHT — DIRECTIONAL	* "E" INDICATES EMERGENCY LUMINAIRE WITH BATTERY-BACKED BALLAST (OF TYPE INDICATED IN LUMINAIRE SCHEDULE). A LUMINAIRE TYPE DESIGNATION 3/40 NO. AND WATTAGE OF LAMPS	 SPECIAL SWITCH	 \$X WALL SWITCH D —DOOR SWITCH O —OCCUPANCY SENSOR WP —WEATHERPROOF	 UNIT HEATER	 CEILING MOUNT MULTI-TECHNOLOGY OCCUPANCY SENSOR	 PHOTOCELL	 POWER SUPPLY (24V DC) FOR CEILING MOUNT OCCUPANCY SENSOR	
 CONDUIT SEAL—OFF (XP)	 CONDUIT UP	 CONDUIT DOWN	 CONDUIT STUB—OUT	A AMPERES, AMPS	A/V AUDIO VISUAL	AC ALTERNATING CURRENT, AMPS CONTINUOUS	AF AMP FRAME	AFCI ARC—FAULT CIRCUIT INTERRUPTER	AFD ADJUSTABLE FREQUENCY DRIVE
AFF ABOVE FINISHED FLOOR AFG ABOVE FINISHED GRADE AHU AIR HANDLING UNIT AIC AMPERE INTERRUPTING CAPACITY AL ALUMINUM, ALARM AM AMMETER ANT ANTENNA ARCH ARCHITECT AS AMP SWITCH ASD ADJUSTABLE SPEED DRIVE AT AMP TRIP ATS AUTOMATIC TRANSFER SWITCH AUD AUDIOMETER BOX CONNECTION AUX AUXILIARY AWG AMERICAN WIRE GAUGE BFF BELOW FINISHED FLOOR BFG BELOW FINISHED GRADE BLDG BUILDING C CONDUIT, CONTROL, CONTINUOUS CAM CAMERA CAT CATALOG, CATEGORY CATV CABLE TELEVISION CB CIRCUIT BREAKER CC CONTROL CABLE CCTV CLOSED—CIRCUIT TELEVISION CHH COMMUNICATIONS HANDHOLE CKT CIRCUIT CMH COMMUNICATIONS MANHOLE CNTRL, CTRL CONTROL CO CONDUIT ONLY COL COLUMN CONT CONTINUOUS, CONTROL CP CONTROL PANEL CPT CONTROL POWER TRANSFORMER CR CONTROL RELAY CT CURRENT TRANSFORMER CU COPPER CV CONTROL VAULT, CHECK VALVE CVLS CHECK VALVE LIMIT SWITCH D, DISC DISCONNECT DC DIRECT CURRENT DEMO DEMOLISH DET DETECTOR DIST DISTRIBUTION DN DOWN DT DUST—TIGHT DWG DRAWING E EMERGENCY, EMERGENCY CIRCUIT (E), EXIST EXISTING EA EACH EC ELECTRICAL CONTRACTOR EF EXHAUST FAN EL, ELEV ELEVATION, ELEVATOR ELEC ELECTRIC(AL) EMER EMERGENCY, EMERGENCY CIRCUIT	EMT ELECTRICAL METALLIC TUBING ENCL ENCLOSURE ENT ELECTRICAL NON—METALLIC TUBING EOL END OF LINE EP EXPLOSION PROOF EPO EMERGENCY POWER OFF EQUIP EQUIPMENT ES, E—STOP EMERGENCY STOP ETM ELAPSED TIME METER EWC ELECTRIC WATER COOLER EWH ELECTRIC WATER HEATER F FLUSH, FUSE FA FIRE ALARM FBO FURNISHED BY OTHERS FC FIRE PROTECTION CONTRACTOR FCU FAN COIL UNIT FDN FOUNDATION FDR FEEDER FIXT FIXTURE FLA FULL LOAD AMPS FLEX FLEXIBLE FLR FLOOR FLUOR FLUORESCENT FMC FLEXIBLE METALLIC CONDUIT FNC FLEXIBLE NON—METALLIC CONDUIT FRE FIBERGLASS REINFORCED EPOXY CONDUIT FU FUSE FURN FURNITURE FVNR FULL VOLTAGE NON—REVERSING FVR FULL VOLTAGE REVERSING G, GND GROUND GC GENERAL CONTRACTOR GEN GENERATOR GFCI GROUND FAULT CIRCUIT INTERRUPTER GFI GROUND FAULT INTERRUPTER GFPE GROUND FAULT PROTECTION EQUIPMENT GFR GROUND FAULT RELAY GRC GALVANIZED RIGID CONDUIT GRS GALVANIZED RIGID STEEL CONDUIT H HORN HH HANDHOLE HID HIGH INTENSITY DISCHARGE HMI HUMAN—MACHINE INTERFACE HOA HAND—OFF—AUTOMATIC HP HORSEPOWER, HEAT PUMP HPS HIGH PRESSURE SODIUM H—STAT HUMIDISTAT HT, HGT HEIGHT HV HIGH VOLTAGE HVAC HEATING, VENTILATING, AND AIR CONDITIONING HW HOT WATER HZ HERTZ (CYCLE PER SECOND) IAM INDIVIDUAL ADDRESSABLE MODULE IC INTERRUPTING CAPACITY, INTERCOMMUNICATION ID IDENTIFICATION, INSIDE DIAMETER IG ISOLATED GROUND IMC INTERMEDIATE METALLIC CONDUIT INC INTERMEDIATE NON—METALLIC CONDUIT, OR INCANDESCENT IPS INTERRUPTIBLE POWER SUPPLY IR PASSIVE INFRARED IR, ISR INTRINSICALLY SAFE RELAY J, JB JUNCTION BOX K KEY INTERLOCK (KIRK—KEY) K/O KNOCK—OUT KCMIL THOUSAND CIRCULAR MILS KVA KILOVOLT AMPERE KVAR KILOVOLT AMPERE REACTIVE KW KILOWATT LA LIGHTNING ARRESTER LC LIGHTING CONTACTOR LDR LOAD RELAY LFMC LIQUIDTIGHT FLEXIBLE METALLIC CONDUIT LFNC LIQUIDTIGHT FLEXIBLE NON—METALLIC CONDUIT LOR LOCAL—OFF—REMOTE LOS LOCKOUT STOP LP LIGHTING PANELBOARD LR LIGHTING RELAY LTG LIGHTING LV LOW VOLTAGE M MAGNETIC CONTACTOR COIL MAINT MAINTAINED MAU MAKE—UP AIR UNIT MAX MAXIMUM MC METAL CLAD CABLE MCB MAIN CIRCUIT BREAKER MCC MOTOR CONTROL CENTER MCP MOTOR CIRCUIT PROTECTOR MD MOTORIZED DAMPER MDP MAIN DISTRIBUTION PANEL MFR, MANUF MANUFACTURER MH MANHOLE, METAL HALIDE MISC MISCELLANEOUS MLO MAIN LUGS ONLY MOD MOTOR OPERATED DISCONNECT SWITCH MS MOTOR STARTER MTD MOUNTED	MTG MOUNTING MTS MANUAL TRANSFER SWITCH N NEUTRAL (N) NEW N/A NOT APPLICABLE NA NON—AUTOMATIC NC NORMALLY CLOSED, NON—CONTINUOUS NEC NATIONAL ELECTRICAL CODE NECA NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION NEUT NEUTRAL NF NON—FUSED NIC NOT IN CONTRACT NL NIGHT LIGHT NM NON—METALLIC NMC NON—METALLIC SHEATHED CABLE NO NORMALLY OPEN NRTL NATIONALLY RECOGNIZED TESTING LAB NTS NOT TO SCALE OD OUTSIDE DIAMETER OHD OVERHEAD DOOR OPERATOR OIT OPERATOR INTERFACE TERMINAL OL OVERLOAD RELAY ON—OFF ON—OFF P POWER, POLE, PHASE, PANEL PA PUBLIC ADDRESS PB PULL BOX, PUSHBUTTON PC PHOTOCELL, PLUMBING SYSTEM CONTRACTOR PE PRIMARY ELECTRIC (SERVICE) PFR PHASE FAIL RELAY PH or Ø PHASE PHH POWER HANDHOLE PIV POST INDICATING VALVE PMH POWER MANHOLE PMR PHASE MONITOR RELAY PNL PANEL(BOARD) PP POWER PANEL PAIR PAIR PRI PRIMARY PSI PRESSURE PT POTENTIAL TRANSFORMER PTT PUSH—TO—TALK PV POWER VAULT, PHOTO—VOLTAIC (SOLAR CELL) PVC POLYVINYL CHLORIDE CONDUIT PWR POWER R RELAY RE REMOVE EXISTING REC RECESSED RECP, RECEPT RECEPTACLE REF ROOF EXHAUST FAN RGS RIGID GALVANIZED STEEL CONDUIT RL RELOCATE EXISTING RM ROOM RMC RIGID METALLIC CONDUIT RNC RIGID NON—METALLIC CONDUIT RSC RIGID STEEL CONDUIT RT RAINTIGHT RTU ROOFTOP UNIT RVNR REDUCED VOLTAGE NON—REVERSING RVR REDUCED VOLTAGE REVERSING S SOLENOID, SURFACE MOUNTED SCADA SUPERVISORY CONTROL AND DATA ACQUISITION SCH SCHEDULE SD SMOKE DAMPER SE SECONDARY ELECTRIC SEC SECONDARY SIG SIGNAL SN, S/N SOLID NEUTRAL SP SPARE SPD SPEED SPKR SPEAKER SPL SPLICE SS STAINLESS STEEL, SOLID—STATE SSSS SOLID—STATE SOFT STARTER STL CARBON STEEL STP SHIELDED TWISTED PAIR SUSP SUSPENDED SV SOLENOID VALVE SW SWITCH SWBD SWITCHBOARD SWGR SWITCHGEAR T, T—STAT THERMOSTAT TB TERMINAL BOARD TC TELEPHONE CABINET, TIME CLOCK	TC TIME CLOSING TCI TELECOMMUNICATIONS CABLING INSTALLER TCP TEMPERATURE CONTROL PANEL TD THERMAL DETECTOR TDR TIME DELAY RELAY TEL TELEPHONE TEL/DATA TELEPHONE/DATA TEMP TEMPORARY, TEMPERATURE TERM TERMINAL(S) TJB TERMINAL JUNCTION BOX TO TIME OPENING TR TIMER—REPEAT CYCLE TRANS TRANSFORMER TSP TWISTED SHIELDED PAIR TST TWISTED SHIELDED TRIAD TV TELEVISION TYP TYPICAL U UP UC UNDER COUNTER, UNDERGROUND CONDUIT UD UP—DOWN UG UNDERGROUND UH UNIT HEATER UOI UNLESS OTHERWISE INDICATED UON UNLESS OTHERWISE NOTED UOS UNLESS OTHERWISE SHOWN UPS UNINTERRUPTIBLE POWER SOURCE US, U/S ULTRASONIC UTL UTILITY UTP UNSHIELDED TWISTED PAIR UVR UNDER VOLTAGE RELAY V VOLTAGE, VOLTS, VAULT VFD VARIABLE FREQUENCY DRIVE VM VOLT METER VP VAPORPROOF VSD VARIABLE SPEED DRIVE VT VAPORTIGHT, VOLTAGE TRANSFORMER W WATT W/ WITH WG WIRE GUARD WH WATT—HOUR, WATER HEATER WHD WATT—HOUR DEMAND METER WLH WALL HEATER WP WEATHERPROOF WT WATER, WATERTIGHT XFMR TRANSFORMER XP EXPLOSION PROOF Y WYE Z ZONE, IMPEDANCE ZAM ZONE ADAPTER MODULE						

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AT FULL SCALE
IF IT DOES NOT MEASURE 2
INCHES, SCALE ACCORDINGLY

REGISTERED PROFESSIONAL
ENGINEER
16533
OREGON
JULY 10, 1995
JERRY L. HOWARD

EXPIRES: 6/30/23
2022.07.11 09:42:29-0700

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DRAWN BY: J.M.P.

CITY OF OREGON CITY MOUNTAIN VIEW PUMP STATION
VFD AND COMMUNICATIONS UPGRADE
PROJECT # CI 20-015

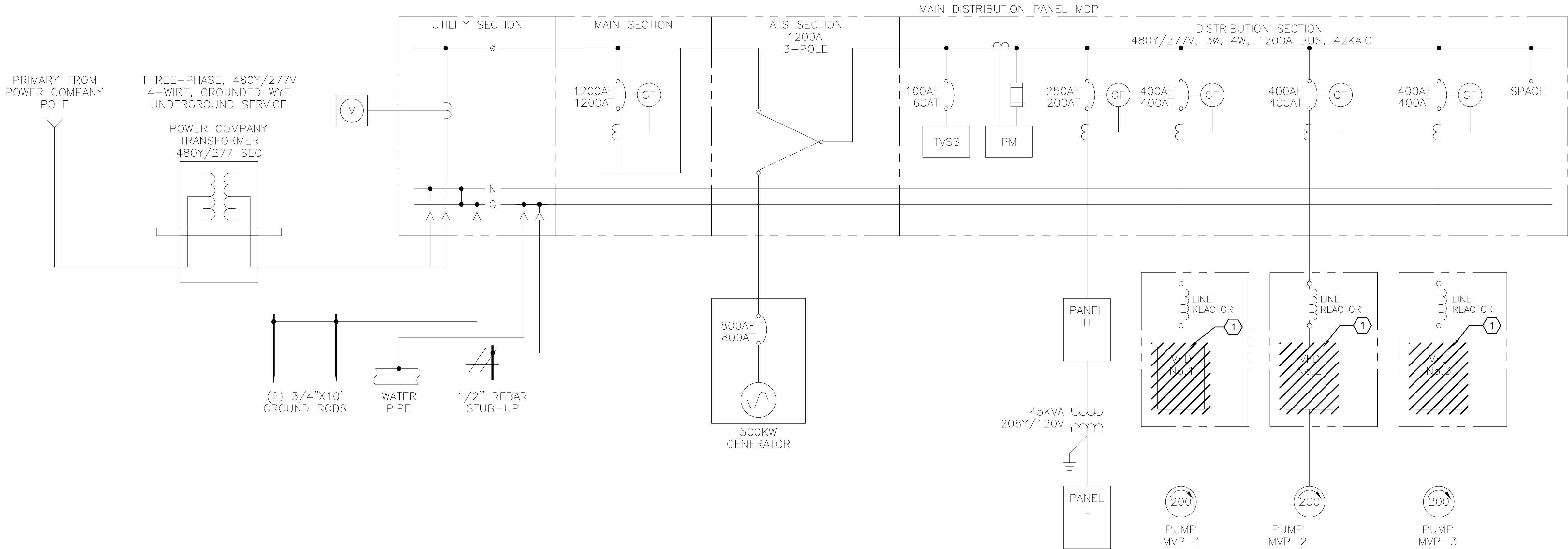
LEGEND AND ABBREVIATIONS

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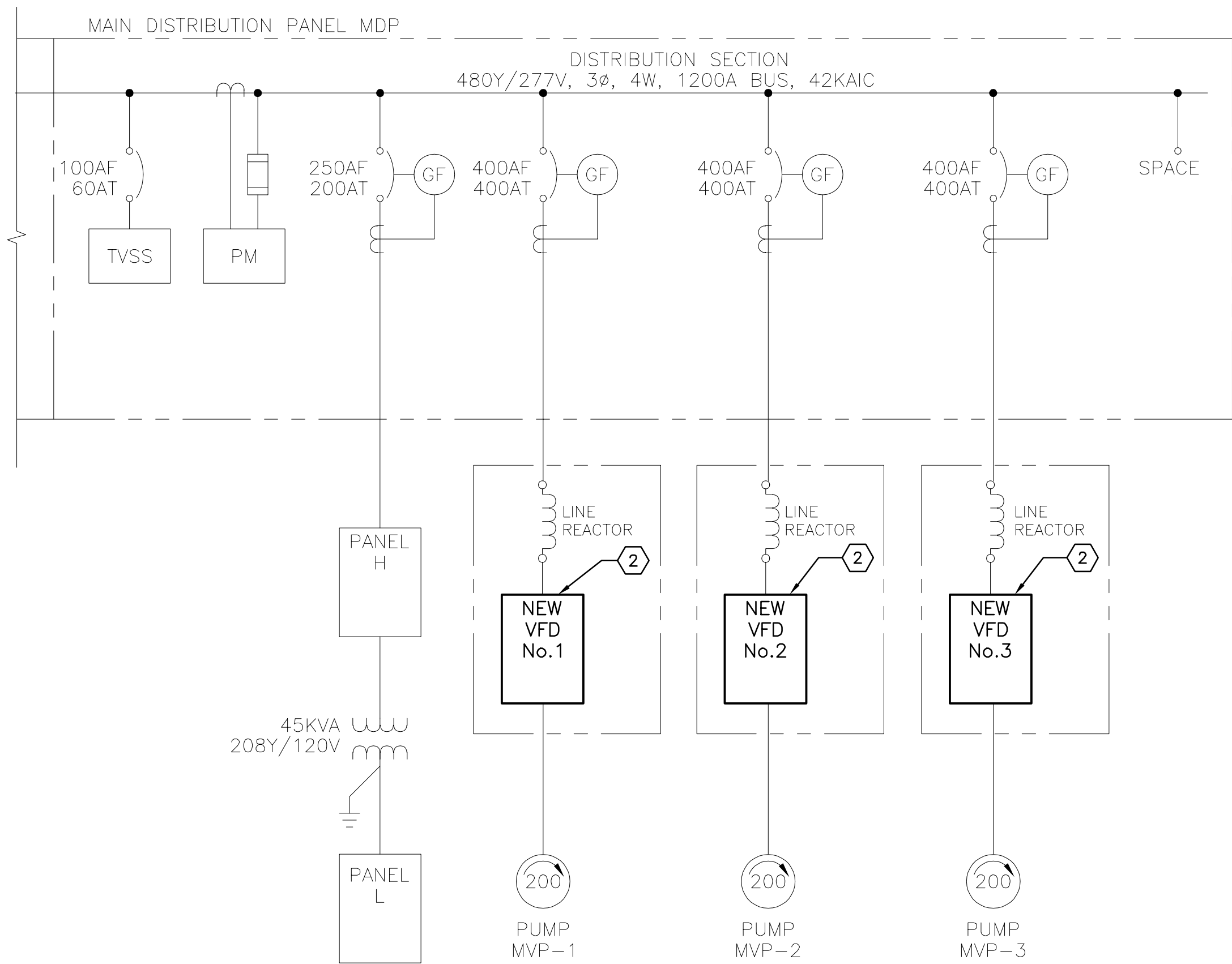


CITY OF OREGON CITY
PUBLIC WORKS DEPARTMENT
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DRAWING NUMBER:
E1
SHEET 1
Page 253



1 ONE-LINE DIAGRAM - DEMO
E2 NOT TO SCALE



2 ONE-LINE DIAGRAM - (PARTIAL) - NEW WORK
E2 NOT TO SCALE

GENERAL NOTES

- ALL ELECTRICAL ITEMS ARE EXISTING, UNLESS OTHERWISE INDICATED.
- EXISTING SERVICE LOADS ARE NOT CHANGING.
- VFD'S SHALL BE REPLACED ONE AT A TIME. NEWLY INSTALLED VFD SHALL BE FULLY TESTED (INCLUDING ANY REQUIRED PLC PROGRAMMING MODIFICATIONS), FUNCTIONAL, AND OPERATIONAL UNDER PLC CONTROL PRIOR TO DEMO OF SUBSEQUENT VFD.
- THE CONTRACTOR SHALL COORDINATE VFD REPLACEMENT WITH THE OWNER. THE VFD'S INSTALLATION IS LIMITED TO LOW DEMAND PERIODS, WHICH ARE GENERALLY BETWEEN SEPTEMBER 15TH AND MAY 15TH. IF FORECASTED TEMPERATURES FOR THE UPCOMING TWO WEEKS ARE EXPECTED TO EXCEED 80 DEGREES, THE DATE TO REMOVE THE VFD'S MAY BE MOVED OR ADJUSTED AT THE CITY'S DISCRETION.

KEYED NOTES

- EXISTING VFD'S TO BE REMOVED AND DISPOSED OF BY CONTRACTOR. EXISTING VFD ENCLOSURES ARE TO REMAIN.
- CONTRACTOR TO INSTALL NEW VFD'S INSIDE EXISTING VFD ENCLOSURE. NEW VFD'S TO HAVE BUILT-IN OL FUNCTION.

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IF IT DOES NOT MEASURE 2
INCHES, SCALE ACCORDINGLY



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CITY OF OREGON CITY MOUNTAIN VIEW PUMP STATION
VFD AND COMMUNICATIONS UPGRADE
PROJECT #: CI 20-015

ONE-LINE DIAGRAMS

REVISIONS		DESCRIPTION	
REV #	DATE		



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E2

ALL ELECTRICAL ITEMS ARE EXISTING, UNLESS OTHERWISE INDICATED.

- B. VFD'S SHALL BE REPLACED ONE AT A TIME. NEWLY INSTALLED VFD SHALL BE FULLY TESTED (INCLUDING ANY REQUIRED PLC PROGRAMMING MODIFICATIONS), FUNCTIONAL, AND OPERATIONAL UNDER PLC CONTROL PRIOR TO DEMO OF SUBSEQUENT VFD.
- C. THE CONTRACTOR SHALL COORDINATE VFD REPLACEMENT WITH THE OWNER. THE VFD'S INSTALLATION IS LIMITED TO LOW DEMAND PERIODS, WHICH ARE GENERALLY BETWEEN SEPTEMBER 15TH AND MAY 15TH. IF FORECASTED TEMPERATURES FOR THE UPCOMING TWO WEEKS ARE EXPECTED TO EXCEED 80 DEGREES, THE DATE TO REMOVE THE VFD'S MAY BE MOVED OR ADJUSTED AT THE CITY'S DISCRETION.

EXISTING VFD-1 IS TERMINUS DEVICE ON EXISTING DEVICENET PROTOCOL

- (2) EXISTING DEVICENET NETWORK TO REMAIN INTACT AND OPERATIONAL UNTIL AFTER FIRST TWO NEW VFD'S ARE INSTALLED, TESTED, AND OPERATING UNDER PLC CONTROL. "UNPLUG" DEVICENET CONNECTION FROM EXISTING VFD JUST PRIOR TO START OF REMOVAL. ENSURE PLC PROGRAM AND DEVICENET NETWORK ARE OPERATIONAL AFTER UNPLUGGING DEVICENET FROM VFD BUT BEFORE START OF ACTUAL REMOVAL. A DEVICENET ERROR FOR THE UNPLUGGED VFD IS EXPECTED, BUT SHOULD NOT CAUSE REMAINDER OF NETWORK OR PLC TO CEASE OPERATION.
- (3) MAKE MODIFICATIONS TO EXISTING PLC CONTROL PANEL (INCLUDING MODIFICATIONS TO PLC PROGRAMMING, AS REQUIRED) PRIOR TO SHUTTING DOWN FIRST EXISTING VFD FOR REMOVAL. EXISTING DEVICENET NETWORK TO REMAIN OPERATIONAL UNTIL LAST EXISTING VFD IS SHUT DOWN FOR REMOVAL. NEW ETHERNET/IP NETWORK FOR NEW VFD'S TO BE OPERATIONAL PRIOR TO SHUTTING DOWN SECOND EXISTING VFD FOR REMOVAL.
- (4) ROUTE NEW ETHERNET (CAT.6) CABLE FROM PLC CONTROL PANEL TO NEW VFD'S VIA EXISTING WIREWAY AND CONDUIT (NOT SHOWN FOR CLARITY). FOR BIDDING PURPOSES, ASSUME (1) 25'-FT, (1) 20'-FT, AND (1) 15'-FT CAT. 6 "PATCH" CABLES ARE REQUIRED TO CONNECT NEW VFD'S TO NEW ETHERNET SWITCH IN PLC CONTROL PANEL. VERIFY ACTUAL LENGTHS NEEDED PRIOR TO ORDERING.



THIS LINE IS 2 INCHES
AT FULL SCALE
IF IT DOES NOT MEASURE 2
INCHES, SCALE ACCORDINGLY



R&W
ENGINEERING, INC.

9615 S.W. Allen Boulevard
Suite 107
Beaverton, Oregon 97005
Phone: (503) 726-3311
Office: (503) 282-6000
E-mail: rweng@rweng.com

Project No.: 553.009.002 Contact: J. HOWARD

DESIGNED BY: J. LH
DRAWN BY: MJP

CITY OF OREGON CITY MOUNTAIN VIEW PUMP STATION
VFD AND COMMUNICATIONS UPGRADE
PROJECT #: CI 20-015

ELECTRICAL ROOM PLANS

[illegible]

CITY OF OREGON CITY
PUBLIC WORKS DEPARTMENT
APPROVAL FOR CONSTRUCTION
☐ APPROVED AS SUBMITTED

SIGNATURE _____

NAME: _____

DATE: _____

APPROVAL EXPIRES 6
MONTHS AFTER DATE ABOVE

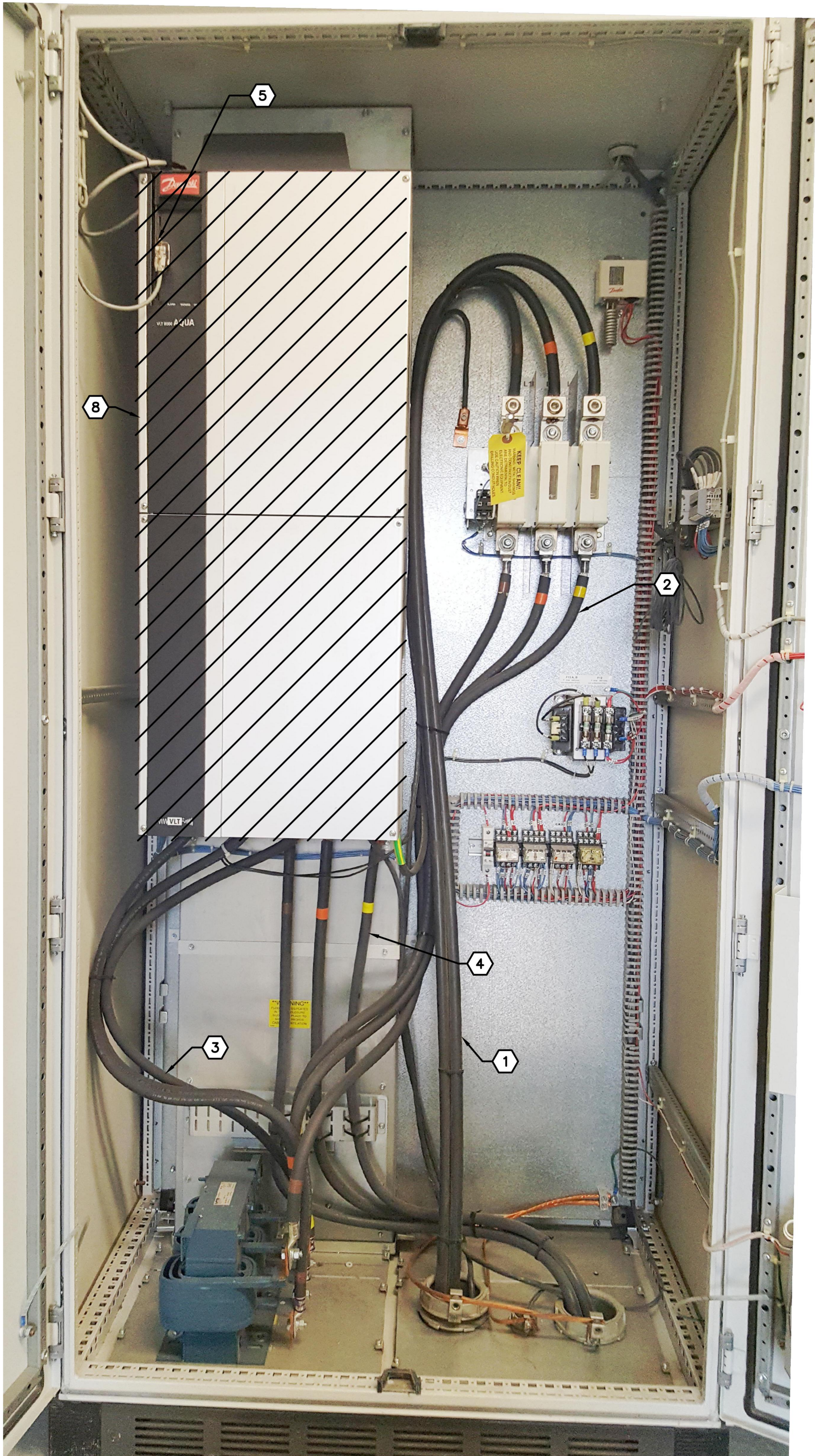
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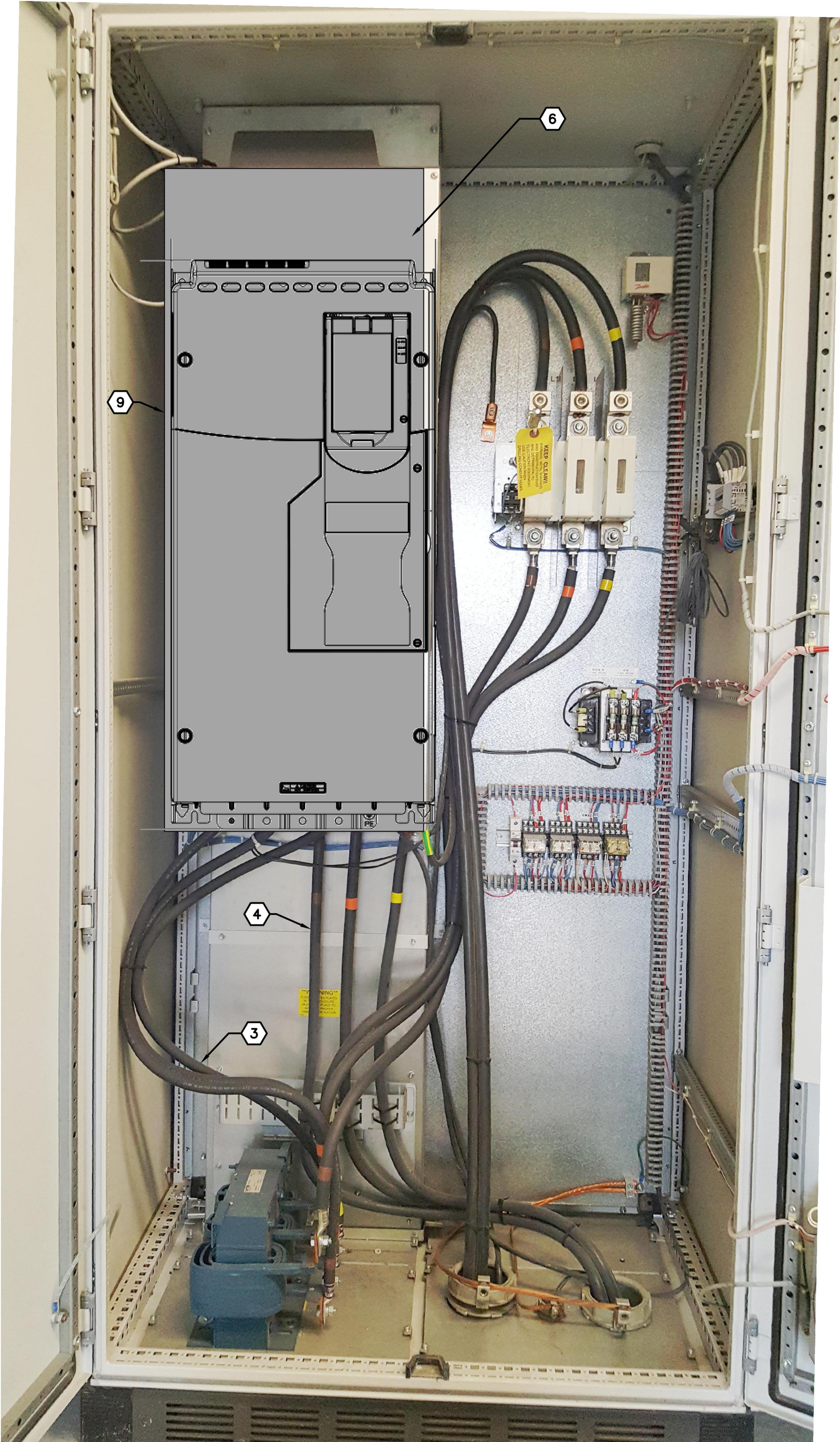
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SHEET 3

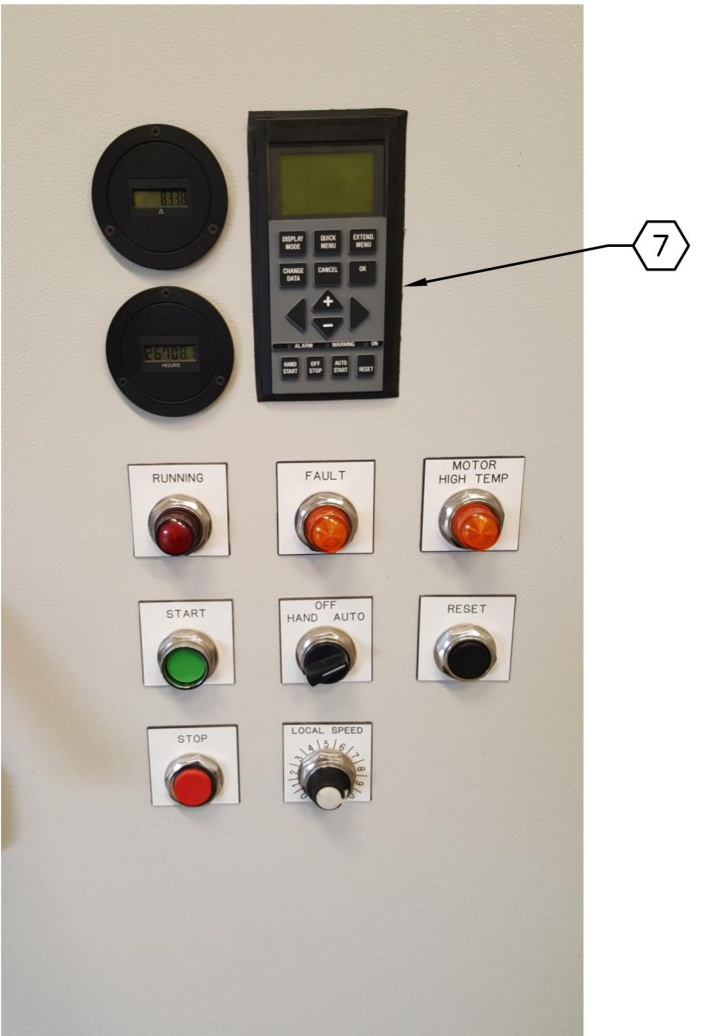
Page 255



1 EXISTING VFD ENCLOSURE - DEMO
E4 NOT TO SCALE



2 EXISTING VFD ENCLOSURE - NEW WORK
E4 NOT TO SCALE



3 EXISTING VFD ENCLOSURE DOOR (PARTIAL)
E4 NOT TO SCALE

GENERAL NOTES

- A. ALL MODIFICATIONS TO BE MADE IN THE FIELD.
- B. CONTRACTOR TO (RE)CONNECT EXISTING CONTROL DEVICES (RELAYS, PANEL LIGHTS, ETC. VIA EXISTING TERMINALS AND TERMINAL BLOCKS) AS REQUIRED FOR PROPER OPERATION OF NEW VFD. ADD NEW CONTROL ELEMENTS, IF REQUIRED.
- C. SEE SHEET E6 FOR VFD WIRING DIAGRAM.
- D. EXISTING VFD ENCLOSURES ARE TYPE NEMA 1, WITH EXTERNAL DIMENSIONS OF 23.82-IN D (W/O HANDLE) X 39.62-IN W X 78.75-IN H.
- E. THE CONTRACTOR SHALL COORDINATE VFD REPLACEMENT WITH THE OWNER. THE VFD'S INSTALLATION IS LIMITED TO LOW DEMAND PERIODS, WHICH ARE GENERALLY BETWEEN SEPTEMBER 15TH AND MAY 15TH. IF FORECASTED TEMPERATURES FOR THE UPCOMING TWO WEEKS ARE EXPECTED TO EXCEED 80 DEGREES, THE DATE TO REMOVE THE VFD'S MAY BE MOVED OR ADJUSTED AT THE CITY'S DISCRETION.

KEYED NOTES

- 1 PROTECT EXISTING FEEDER CONDUCTORS COMING IN FROM EXISTING MAIN SWITCHBOARD.
- 2 PROTECT EXISTING CONDUCTORS GOING TO INPUT OF EXISTING LINE REACTOR.
- 3 DISCONNECT (AT VFD) AND PROTECT EXISTING CONDUCTORS ON OUTPUT OF EXISTING LINE REACTOR. RE-CONNECT TO NEW VFD.
- 4 DISCONNECT (AT VFD) AND PROTECT EXISTING CONDUCTORS FEEDING EXISTING PUMP MOTOR. RE-CONNECT TO NEW VFD.
- 5 EXISTING DEVICENET CONNECTOR (VERIFY).
- 6 EXTEND EXHAUST SHROUD DOWN TO TOP OF NEW VFD. CONTRACTOR HAS THE OPTION OF MAKING A COMPLETELY NEW SHROUD, OR MAKING AN "ADAPTER" (IF REQUIRED) TO EXTEND EXISTING SHROUD.
- 7 CONTRACTOR TO REPLACE EXISTING DOOR-MOUNTED VFD CONTROL PAD WITH NEW HIM INTERFACE (KEYPAD) MODULE. MODIFY EXISTING DOOR, AS REQUIRED. PROVIDE A SUBMITTAL OF THE PROPOSED MODIFICATIONS FOR REVIEW AND APPROVAL.
- 8 CONTRACTOR TO REMOVE AND DISPOSE OF EXISTING DANFOSS VFD.
- 9 CONTRACTOR TO INSTALL NEW, ALLEN-BRADLEY VFD IN EXISTING VFD ENCLOSURE. MAKE CONNECTIONS TO VFD AS REQUIRED FOR PROPER OPERATION, INCLUDING CONNECTION TO EHNETNET/IP COMMS MODULE. SEE ALSO SHEET E6.

THIS LINE IS 2 INCHES
AT FULL SCALE
IF IT DOES NOT MEASURE 2
INCHES, SCALE ACCORDINGLY

Item 7e

REGISTERED PROFESSIONAL
ENGINEER
16553
OREGON
JULY 10, 1996
JEFFREY L. HOWARD

EXPIRES: 6/30/23
2022.07.11 09:43:52-0700

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Beverton, Oregon 97005
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Project No.: 553.009.002
Contact: J. HOWARD
DESIGNED BY: J.L.H.
DRAWN BY: MUP

R&W
ENGINEERING, INC.

CITY OF OREGON CITY MOUNTAIN VIEW PUMP STATION
VFD AND COMMUNICATIONS UPGRADE
PROJECT #: CI 20-015

EXISTING VFD
ENCLOSURE MODIFICATIONS

REV #	DATE	DESCRIPTION

CITY OF OREGON CITY
PUBLIC WORKS DEPARTMENT
APPROVAL FOR CONSTRUCTION
☐ APPROVED AS SUBMITTED

SIGNATURE
NAME: _____
DATE: _____

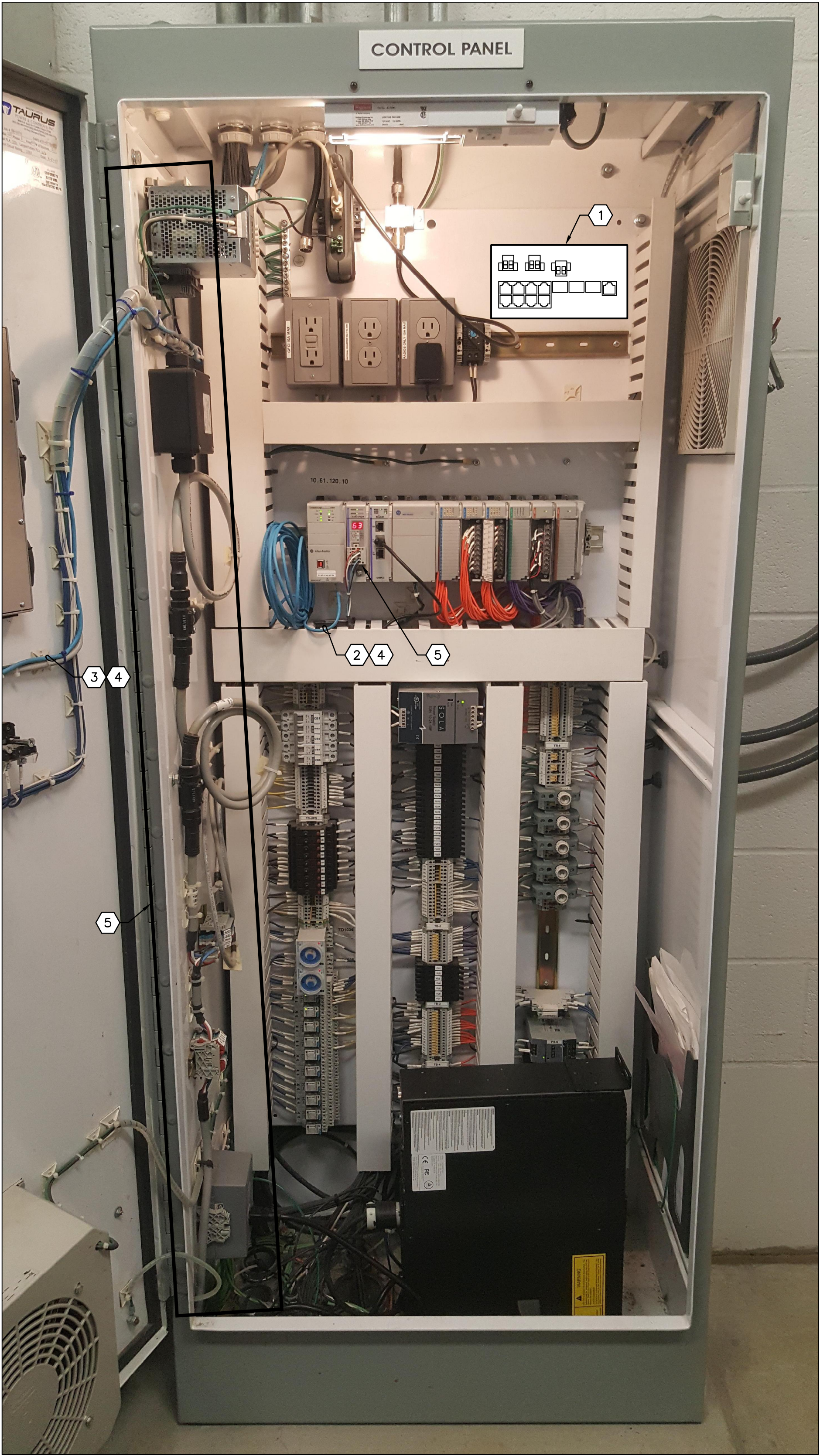
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MONTHS AFTER DATE ABOVE

PRINTED: 07/11/2022

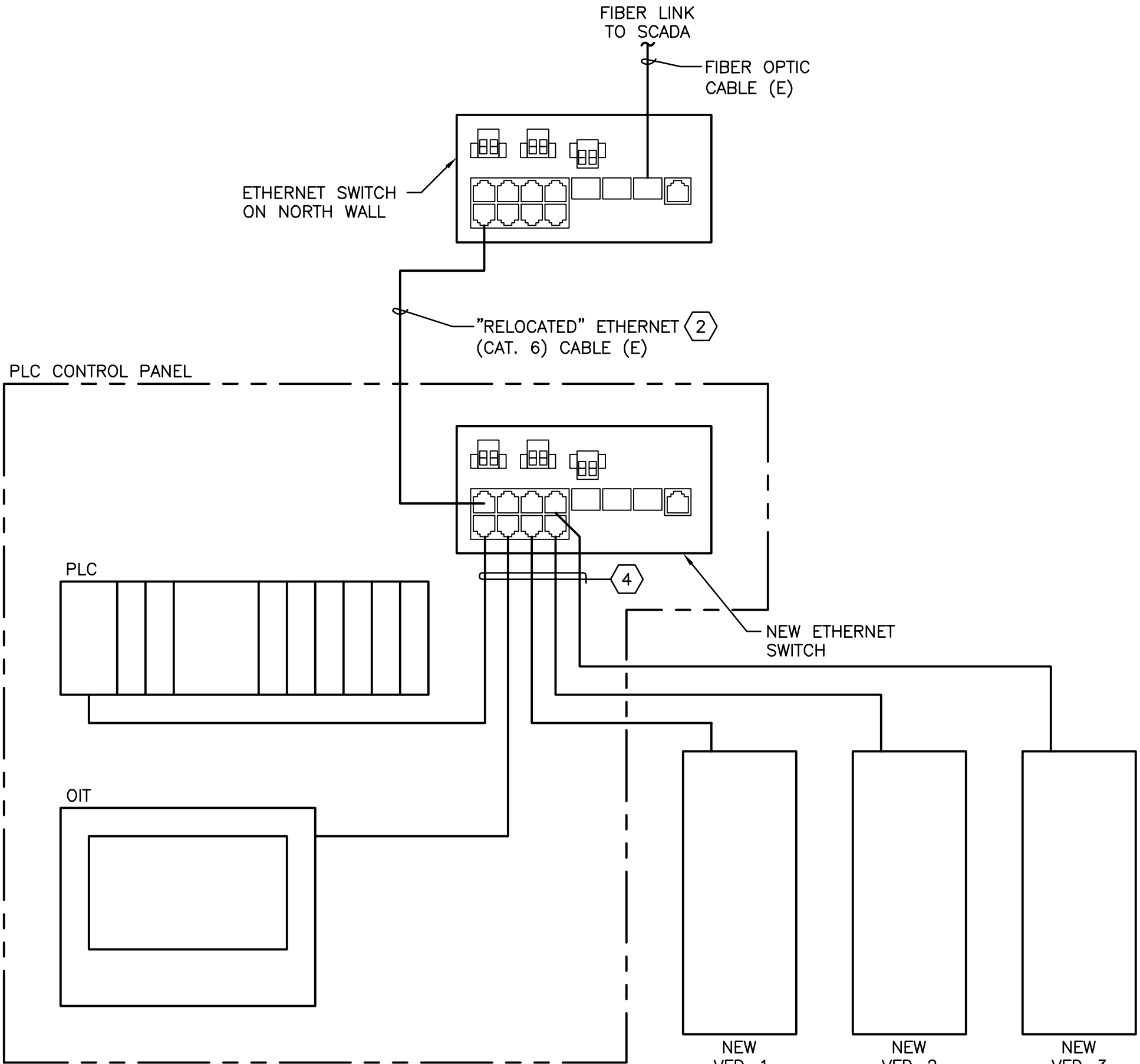
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E4

SHEET 4
Page 256



1 (E) CONTROL PANEL MODIFICATIONS
E5 NOT TO SCALE



2 ETHERNET/IP NETWORK
E5 NOT TO SCALE

GENERAL NOTES

- A. ALL MODIFICATIONS TO BE MADE IN THE FIELD.
- B. ADD ETHERNET/IP MODIFICATIONS FOR COMMUNICATING WITH THE NEW VFD'S TO THE PLC PROGRAM PRIOR TO REMOVAL OF FIRST EXISTING (DEVICENET) VFD. UNTIL LAST EXISTING VFD IS SHUT DOWN FOR REMOVAL, BOTH THE EXISTING DEVICENET AND NEW ETHERNET/IP NETWORKS TO OPERATE IN PARALLEL.
- C. THE CONTRACTOR SHALL COORDINATE VFD REPLACEMENT WITH THE OWNER. THE VFD'S INSTALLATION IS LIMITED TO LOW DEMAND PERIODS, WHICH ARE GENERALLY BETWEEN SEPTEMBER 15TH AND MAY 15TH. IF FORECASTED TEMPERATURES FOR THE UPCOMING TWO WEEKS ARE EXPECTED TO EXCEED 80 DEGREES, THE DATE TO REMOVE THE VFD'S MAY BE MOVED OR ADJUSTED AT THE CITY'S DISCRETION.

KEYED NOTES

- 1 CONTRACTOR TO PROVIDE AND INSTALL NEW HIRSCHMANN RSP30 ETHERNET SWITCH. MOVE PLC AND OIT CONNECTIONS FROM EXISTING SWITCH ON THE NORTH WALL TO THIS SWITCH. CONNECT THE TWO SWITCHES TOGETHER VIA ONE OF THE EXISTING ETHERNET CABLES FROM THE CONTROL CABINET AND ENSURE COMMUNICATIONS ARE RE-ESTABLISHED PRIOR TO COMMENCING OTHER MODIFICATIONS.
- 2 DISCONNECT ETHERNET CABLE FROM PLC TO EXISTING SWITCH ON NORTH WALL. RE-CONNECT CABLE TO NEWLY INSTALLED LOCAL SWITCH IN CONTROL PANEL.
- 3 DISCONNECT ETHERNET CABLE FROM OIT TO EXISTING SWITCH ON NORTH WALL. LEAVE DISCONNECTED AND LABEL AS "SPARE". DISCONNECT OTHER END (AT EXISTING SWITCH ON NORTH WALL) AND LABEL AS "SPARE TO PLC CONTROL PANEL"
- 4 INSTALL NEW ETHERNET (CAT. 6) PATCH CABLE FROM DEVICE TO NEWLY INSTALLED LOCAL SWITCH IN CONTROL PANEL.
- 5 ONCE SWITCHOVER IS COMPLETE, REMOVE ALL DEVICENET MEDIA (CABLES, CONNECTORS, POWER SUPPLIES, ETC.). LEAVE DEVICENET COMMUNICATIONS MODULE IN THE PLC, BUT DISABLE MODULE.

Item 7e

REGISTERED PROFESSIONAL
ENGINEER
16533
OREGON
JULY 10, 1995
JEFFREY L. HOWARD

EXPIRES: 6/30/23
2022.07.11 09:44:22-0700

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Contact: J. HOWARD

R&W
ENGINEERING, INC.

DESIGNED BY: J.L.H.
DRAWN BY: M.J.P.

CITY OF OREGON CITY MOUNTAIN VIEW PUMP STATION
VFD AND COMMUNICATIONS UPGRADE
PROJECT #: CI 20-015

EXISTING PLC
CONTROL PANEL MODIFICATIONS

REV #	DATE	REVISIONS DESCRIPTION



CITY OF OREGON CITY
PUBLIC WORKS DEPARTMENT
APPROVAL FOR CONSTRUCTION
☐ APPROVED AS SUBMITTED

SIGNATURE
NAME: _____
DATE: _____
APPROVAL EXPIRES 6
MONTHS AFTER DATE ABOVE
PRINTED: 07/11/2022
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SHEET 5
Page 257

STANDARD CONDITIONS TO OREGON CITY GOODS AND SERVICES CONTRACT

Item 7e.

1. Contractor Identification. Contractor shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Contractor'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 Contractor within thirty (30) days after receipt of Contractor'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 Contractor any fees or costs that City reasonably disputes.

3. Independent Contractor Status.

(a) Contractor 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) Contractor 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. Contractor 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. Contractor provides services for two or more persons within a 12 month period or routinely engages in advertising, solicitation or other marketing efforts. Contractor makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Contractor has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Contractor 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). Contractor shall furnish the tools or equipment necessary for the contracted labor or services. Contractor agrees and certifies that:

(d) Contractor is not eligible for any federal social security or unemployment insurance payments. Contractor is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Contractor under this Agreement.

(e) Contractor agrees and certifies that it is licensed to do business in the State of Oregon and that, if Contractor 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 Contractor, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Contractor 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 Contractor 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
GOODS AND SERVICES CONTRACT**

Item 7e.

Contractor 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) Contractor shall:

(i) Make payment promptly, as due, to all persons supplying to Contractor 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 Contractor under this Agreement and, unless Contractor is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Contractor'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 Contractor 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 Contractor by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Contractor or Contractor's surety from obligation with respect to any unpaid claims.

(d) Contractor and subcontractors, 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. SubContractors and Assignment.

Contractor 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 Contractor.

8. Access to Records. City shall have access to all books, documents, papers and records of Contractor 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 Contractor 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 Contractor that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Contractor 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 Contractor 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. Contractor 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 GOODS AND SERVICES CONTRACT

Item 7e.

Contractor 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, Contractor 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. Contractor 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. Contractor acknowledges responsibility for liability arising out of Contractor's negligent performance of this Agreement and shall hold City, its officers, agents, Contractors, 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 Contractor, or the agents, Contractors or employees of Contractor provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for workers' compensation as required by the State of Oregon. Contractor 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 Contractors of Contractor shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Contractor shall maintain comprehensive general and automobile liability insurance for protection of Contractor 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, Contractor's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/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 Contractor.

14. Legal Expenses. In the event legal action is brought by City or Contractor 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.

**STANDARD CONDITIONS TO OREGON CITY
GOODS AND SERVICES CONTRACT**

Item 7e.

18. Hierarchy. The conditions contained in this document are applicable to every 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 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 Contractor 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. Contractor 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. Contractor 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 Contractor. Copies as requested shall

be provided free of cost to City.

23. City's Responsibilities. City shall furnish Contractor with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Contractor in carrying out the work herein and shall provide adequate staff for liaison with Contractor.

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 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.

**STANDARD CONDITIONS TO OREGON CITY
GOODS AND SERVICES CONTRACT**

(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.

SECTION III C
STATUTORY CONDITIONS
TO CONTRACT AGREEMENT

ORS 279C.505(1)(a) CONTRACTOR shall make payment promptly, as due, to all persons supplying to such CONTRACTOR labor or material for the performance of the work provided for in such contract.

ORS 279C.505(1)(b) CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of the contract.

ORS 279C.505(1)(c) CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

ORS 279C.505(1)(d) CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

ORS 279C.505(2) CONTRACTOR shall demonstrate that an employee drug testing program is in place.

ORS 279C.510 CONTRACTOR shall salvage or recycle construction and demolition debris, if feasible and cost-effective. In a public improvement contract for lawn and landscape maintenance, CONTRACTOR shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279C.515(1) If the CONTRACTOR fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the CONTRACTOR or a subcontractor in connection with the public contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality, or municipal corporation or a subdivision, of the state, county, school district, municipality or municipal corporation, may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment

against funds due or to become due the CONTRACTOR by reason of the contract.

ORS 279C.515(2) If the CONTRACTOR or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor owes the person the amount due plus interest charges that begins at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

ORS 279C.515(3) If the CONTRACTOR or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ORS 279C.520

(1) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, the contractor shall pay the employee at least time and a half pay for:

(a)(i) All overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or

(ii) For all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and

(b) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

(2) A contractor shall give notice in writing to employees who work on a public contract,

SECTION III C STATUTORY CONDITIONS TO CONTRACT AGREEMENT

either at the time of hire or before work begins on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work.

ORS 279C.525 In addition to any other laws, rules and regulations dealing with the prevention of environmental pollution and the preservation of natural resources the following environmental and natural resources, laws, rules and regulations affect the performance of the contract:

- City of Oregon City Erosion Control Ordinance (Ref. Oregon City Municipal Code Chapter 17.47 Erosion and Sediment Control).

ORS 279C.530 The CONTRACTOR shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care, or other needed care and attention, incident to sickness or injury, to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

ORS 279C.530(2) All employers, including CONTRACTOR, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. CONTRACTOR shall ensure that each of its subcontractors complies with these requirements.

ORS 279C.545 Any worker employed by the CONTRACTOR shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with the CONTRACTOR within 90 days from the completion of the contract, providing

the CONTRACTOR has caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work and maintained the circular continuously posted from the inception to the completion of the contract on which workers are or have been employed.

ORS 279C.550 - 570 Retainage and payment under the terms of this Agreement shall be governed by the terms of ORS 279C.550 – 570.

ORS 279C.570 The CITY shall make progress payments on the contract monthly as work progresses on the contract. Payments shall be based upon estimates of work completed that are approved by the CITY. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. The CITY shall pay to the CONTRACTOR interest if any payment becomes overdue.

ORS 279C.580(3)

(a) CONTRACTOR shall pay first-tier subcontractors for satisfactory performance under subcontract out of amounts that are paid by the CITY to the CONTRACTOR within 10 days of CONTRACTOR's receipt of such payments from the CITY. If CONTRACTOR does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, the CONTRACTOR shall pay the first-tier subcontractor an interest penalty as provided in ORS 279C.580(3)(d). The CONTRACTOR shall include this requirement as further detailed in the Special Provisions in all subcontracts worded appropriately to require prompt payment of said subcontractors to lower tier subcontractors.

ORS 279C.605 A notice of claim required by ORS 279C.600 must be sent by registered or certified mail or hand delivered no later than 120 days after the day the person last provided labor or furnished materials or 120 days after the worker listed in the notice of claim by the

SECTION III C

STATUTORY CONDITIONS TO CONTRACT AGREEMENT

Commissioner of the Bureau of Labor and Industries last provided labor. The notice may be sent or delivered to the CONTRACTOR at any place the CONTRACTOR maintains an office or conducts business or at the residence of the CONTRACTOR. Notwithstanding the preceding, if the claim is for a required contribution to a fund of an employee benefit plan, the notice required by ORS 279C.600 must be sent or delivered within 200 days after the employee last provided labor or materials.

ORS 279C.825 A fee established by administrative order, is required to be paid to the Commissioner of the Bureau of Labor and Industries at the time the City notifies the Commissioner under ORS 279C.835 that a contract subject to the provisions of ORS 279C.800 to ORS 279C.870 has been awarded.

ORS 279C.830(1) (1) The existing prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the CONTRACTOR or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract is included in Section IX of these contract documents. The workers shall be paid not less than the specified minimum hourly rate of wage.

ORS 279C.830(2) The CONTRACTOR and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. CONTRACTOR shall:

- (a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.
- (b) Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt.

ORS 279C.845(7) If CONTRACTOR is required to file certified statements, the public agency **shall** retain 25 percent of any amount earned by the CONTRACTOR on the public works until the CONTRACTOR has filed with the public agency certified statements as required by ORS 279C.845. The public agency shall pay the CONTRACTOR the amount retained under this subsection within 14 days after the CONTRACTOR files the certified statements as required by ORS 279C.845, regardless of whether a subcontractor has failed to file certified statements as required by this section.

ORS 279C.845(8) CONTRACTOR shall retain 25 percent of any amount earned by a first-tier subcontractor on a public works until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. CONTRACTOR shall verify that the first-tier subcontractor has filed the certified statements before the CONTRACTOR may pay the subcontractor any amount retained under ORS 279C.845(7). CONTRACTOR shall pay the first-tier subcontractor the amount retained under this subsection within 14 days after the subcontractor files the certified statements as required by this section.

ORS 305.385(6) CONTRACTOR shall certify in writing, under penalty of perjury, that CONTRACTOR is, to the best of the person's knowledge, not in violation of any tax laws described in ORS 305.380 (4).

OAR 137-049-0200(2). CONTRACTOR shall not assign, sell, dispose of, or transfer rights, or delegate duties under the Contract, either in whole or in part, without the CITY's prior Written consent. Unless otherwise agreed by the CITY in Writing, such consent shall not relieve CONTRACTOR of any obligations under the Contract. Any assignee or transferee shall be considered the agent of CONTRACTOR and be bound to abide by all provisions of the Contract. If the CITY consents in Writing to an assignment, sale, disposal or transfer of CONTRACTOR's rights or delegation of

SECTION III C
STATUTORY CONDITIONS
TO CONTRACT AGREEMENT

CONTRACTOR's duties, CONTRACTOR and its surety, if any, shall remain liable to the CITY for complete performance of the Contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the City otherwise agrees in Writing.



CITY OF OREGON CITY CITY COMMISSION WORK SESSION DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, March 08, 2022 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor Lyles Smith convened the meeting at 6:03 PM.

Present: 5 - Mayor Rachel Lyles Smith, Commissioner Adam Marl, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, Commissioner Rocky Smith

Staffers: 8 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Senior Planner Christina Robertson Gardner, Asst. to the City Manager Lisa Oreskovich, Police Chief James Band, Finance Director Matt Zook, Library Director Greg Williams

FUTURE AGENDA ITEMS

1. List of Future Work Session Agenda Items

Mayor Lyles Smith suggested adding an item to discuss banning fireworks, but there was no consensus to do so.

Commissioner McGriff asked if a joint work session with the Planning Commission regarding OC2040 was necessary. Suggestion from Mayor Lyles Smith to revisit this question following review of discussion items.

Commissioner O'Donnell shared his concern that City Commission members do not understand the Economic Development Tourism Plan. He is wondering if there is a line-item breakdown of the plan. City Manager Tony Konkol to prepare a more comprehensive line-item breakdown of the Economic Development Tourism Plan and follow up.

DISCUSSION ITEMS

2. OC2040 Comprehensive Plan Update – Input on Draft Goals and Policies

Aquilla Hurd-Ravich, Community Development Director, provided an update on the OC2040 Comprehensive Plan.

Mayor Lyles Smith has issues with the more visionary aspect of the plan and feels like there are no actual policy or action items. She wonders if the plan's policies should be named something else. Commissioner O'Donnell also has concerns with the word policies and said he can live with the word strategy, which is more of a consideration than an imperative action item.

Mayor Lyles Smith confirmed with Ms. Hurd-Ravich that jointly editing the draft plan was the goal of tonight's work session. Commissioner Marl suggested this be accomplished at the next City Commission Work Session on April 12, 2022.

3. Potential Housing Production Strategy Tools to Increase Middle Housing Affordability

Becky Hewitt with ECONorthwest reviewed strategy tools from House Bill 2001 (HB 2001) to increase middle housing affordability.

Commissioner McGriff appreciates that the strategies do not apply just to rental properties. She would like to preserve smaller houses in the community to increase home ownership and supports implementation of one or two of the presented strategies over the next 2-3 years to make increased home ownership among workforce individuals (i.e., teachers and nurses) possible.

Commissioner O'Donnell requested confirmation that no requirement exists to implement the measures reviewed in Ms. Hewitt's presentation. Ms. Hewitt confirmed this was accurate.

Mayor Lyles Smith asked if a construction excise tax (CET) would be passed on to the homebuyer. Ms. Hewitt confirmed that it would but explained that this would not be a top recommended strategy for Oregon City. She also explained that this tax could be applied to commercial and industrial development instead of housing and that a small percentage of the tax (4%) could be applied to administrative fees for a housing program. She also confirmed that revenue from this tax could be applied to system development charge (SDC) fees.

Commissioner McGriff said she would support the CET for affordable housing only.

Commissioner Marl confirmed with Ms. Hewitt that the cap for residential CET is 1% and said he would like to see this tax applied to a housing program in Oregon City.

4. Discussion of the Draft 2022-2026 Homelessness Strategy for Oregon City

James Band, Police Chief, provided a presentation on homelessness issues in Oregon City and discussed ways to measure success in resolving the issues.

Commissioner Marl requested to receive support from Clackamas County, including use of the county's Red Soils campus to house the Father's Heart Street Ministry.

Mayor Lyles Smith said focus areas of Clackamas County Coordinating Committee (C4) will be shelters and mental health services. She said efforts have been made over the last several months to increase coordination efforts with Clackamas County.

CITY MANAGER'S REPORT

No report provided.

COMMISSION COMMITTEE REPORTS

5. Beaver Creek Employment Area Blue Ribbon Committee - Commissioner Frank O'Donnell

No report provided.

6. Citizen Involvement Committee Liaison - Commissioner Adam Marl

Commissioner Marl reported that business recovery centers will be extending. He also reported a discussion of ideas for increasing citizen involvement with neighborhood associations, especially during COVID. Canemah has started using sandwich boards to promote neighborhood discussions, and this idea will be extended to other neighborhood associations.

City Commission Work Session

Minutes

March 08, 2022

7. Clackamas County Coordinating Committee (C4) - Appointed: Mayor Rachel Lyles Smith, Alternate: Commissioner Adam Marl

Mayor Lyles Smith reported that Clackamas County received money for the courthouse along with a \$5 million advance for housing services. She also discussed a meet and greet with Clackamas Workforce Partnership due to an interest in workforce development from cities in Clackamas County.

8. Clackamas County I-205 Tolling Diversion Committee - Appointed: Commissioner Adam Marl, Alternate: Commissioner Frank O'Donnell

Commissioner Marl reported that new study information has finally been released, including a report of mainly poor outcomes for intersections in Oregon City if the I-205 tolling occurs.

9. Clackamas Heritage Partners - Commissioner Rocky Smith, Jr.

10. Clackamas Water Environment Services Policy Committee - Appointed: Commissioner Rocky Smith, Jr.

11. Downtown Oregon City Association Board - Commissioner Denyse McGriff

Commissioner McGriff reported a discussion of the board membership campaign and upcoming events, including a city partnership for the First City Celebration on July 16, 2022. Upcoming is an in-person Oregon Trail run.

12. Metro Policy Advisory Committee (MPAC) - Appointed: Mayor Rachel Lyles Smith, Alternate: Commissioner Denyse McGriff

Mayor Lyles Smith said I-205 tolling is still a primary point of conversation in this committee.

13. OC 2040 Project Advisory Team - Appointed: Commissioners Adam Marl and Denyse McGriff

14. Oregon Governor's Willamette Falls Locks Commission – Appointed: Mayor Rachel Lyles Smith

15. Oregon City Tourism Stakeholder's Group - Appointed: Commissioners Frank O'Donnell and Rocky Smith, Jr.

Commissioner O'Donnell said tourism group is comprised of state-level bureaucratic involvement rather than local citizen involvement.

16. Oregon City/West Linn Pedestrian and Bicycle Bridge Concept Plan Project Advisory Committee - Appointed: Commissioner Denyse McGriff

Commissioner McGriff is waiting to hear from West Linn on when they will have their work session.

17. South Fork Water Board (SFWB) - Mayor Rachel Lyles Smith, Commissioners Frank O'Donnell, and Rocky Smith, Jr.

Per Commissioner O'Donnell, the issues involved are so complex that an executive session should be held before work is commissioned.

18. Willamette Falls and Landings Heritage Area - Appointed: Commissioner Denyse McGriff, Alternate: Commissioner Frank O'Donnell

Commissioner McGriff reported discussions of a celebration to honor businesses that have been in existence for over 50 years. The committee is also working on a website update. A frank discussion was had on inviting other tribes to become members of the DEI subcommittee. Oregon City was thanked for renewing their group membership. Commissioner McGriff mentioned the 100th anniversary celebration of the Arch Bridge and a potential gift exchange with the City of West Linn. The Good Neighbor Agreement document is still being discussed with the subcommittee.

Commented [JW1]: Is this correct?

19. Willamette Falls Legacy Project Liaisons - Mayor Rachel Lyles Smith and Commissioners Frank O'Donnell

There was no report.

ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 8:55 PM

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION REVISED

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, March 16, 2022 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor Lyles Smith convened the meeting at 6:02 PM.

Present: 5 - Mayor Rachel Lyles Smith, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, Commissioner Rocky Smith, Jr.

Absent: 1 - Commissioner Adam Marl

Staffers: 10 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Parks & Rec. Director Kendall Reid, Economic Development Manager James Graham, Captain Shawn Davis, Finance Director Matt Zook, Library Director Greg Williams, Public Works Director John Lewis, Human Resources Director Patrick Foiles

DISCUSSION ITEMS

1. Oregon City Economic Development Strategic Plan

James Graham, Economic Development Manager, introduced the item. Daniel Gering, Tourism Program Specialist, discussed the marketing efforts for the tourism program and the costs associated with the program.

Mr. Graham discussed the concierge training conducted as part of the tourism and economic development program. Mr. Graham discussed city-sponsored special events and the budget associated with each item.

Ann Griffin, Economic Development Coordinator, presented on business growth and retention programs and the budget associated with these programs.

Mayor Lyles Smith asked about the childcare proposal and the way the money would be used. Mr. Graham noted that the current concept is a voucher provided to employers, who would provide them to employees to make childcare more affordable.

Commissioner Smith discussed a concern that grant funds could lead to competition between community groups if awards are decided by the city. Commissioner Smith asked about the transient room task and what the city does with the approximately \$200,000.00.

Commissioner Marl would like to have more discussions on making childcare more affordable and increasing supply.

Commissioner O'Donnell is concerned about the operational capacity of the products advertised in the Economic Development Strategic Plan.

The Commissioners decided to have another work session to review unasked questions about the Economic Development Strategic Plan.

ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 7:12 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, June 01, 2022 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Commission President McGriff called the meeting to order at 7:17 PM.

PRESENT: 4 - Commissioner Frank O'Donnell, Commissioner Denyse McGriff, Commissioner Rocky Smith, and Commissioner Adam Marl

STAFFERS: 10 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Asst. to the City Manager Lisa Oreskovich, Police Chief Jim Band, Finance Director Matt Zook, Library Director Greg Williams, Parks and Recreation Director Kendall Reid, and Public Works Director John Lewis

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Pride Month Proclamation

Commissioner Smith read the proclamation declaring June 2022 as Pride Month.

4. CITIZEN COMMENTS

Paul Edgar, resident of Oregon City, discussed the tolling of I-205 and how it would affect traffic and activities downtown. Clackamas County needed to have a voice on the Equity and Mobility Advisory Committee.

5. PRESENTATIONS

None

6. ADOPTION OF THE AGENDA

Items 7a & 7f were pulled from the consent agenda. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the consent agenda except items 7a and 7f. The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith

7a. City Tree Removal Adjacent to 406 Promenade Street

Commissioner McGriff asked about the comments from Jerry Herrmann, use of pesticides, and if the tree would be replaced.

Commissioner Smith asked if other trees were being removed from the promenade.

Kendall Reid, Parks and Recreation Director, said this was the only tree to be removed at this time. It was deemed a hazard and was diseased. They planned to replace the tree in a different location.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the City Tree Removal Adjacent to 406 Promenade Street. The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith

7b. Mausoleum Roof Replacement - Mountain View Cemetery

7c. Professional Services Agreement with Aldrich CPAs + Advisors LLP for Audit Services

7d. Public Improvement Contract with R.L. Reimers Company for the Scattering Canyon Water Quality/Channel Stabilization Project (CI 19-012)

7e. Public Improvement Contract with Western Construction, LLC for the 2022 Sanitary Sewer Rehabilitation Project (CI 21-004)

7f. Public Improvement Contract with Landis & Landis Construction for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3 (CI 20-010)

John Lewis, Public Works Director, discussed the improvements to the sewer lines and impacts to the neighborhood. They planned to keep the neighbors informed.

Motion made by Commissioner Marl, Seconded by Commissioner Smith, to approve the Public Improvement Contract with Landis & Landis Construction for the Sanitary Sewer I/I Rehabilitation – Rivercrest Basin Project: Phase 3 (CI 20-010). The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith

7g. Amendment No. 2 to the Personal Services Agreement with Wallis Engineering for the 2021 Sanitary Sewer Rehabilitation – Washington Street and 99E Project (CI 21-004)

7h. Minutes of the March 2, 2022 Regular Meeting

7i. Minutes of the March 16, 2022 Regular Meeting

8. PUBLIC HEARINGS

8a. Second Reading of Ordinance No. 22-1001, the Housing Choices Code Update (GLUA 22-0002/LEG 22-00001)

Christina Robertson-Gardiner, Senior Planner, said these code amendments would go into effect on June 30, 2022. Staff requested the Commission to remand the file to the October 24, 2022 Planning Commission meeting to continue conversations about the additional policy questions and technical issues.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the second reading and final adoption of Ordinance No. 22-1001, the Housing Choices Code Update (GLUA 22-0002/LEG 22-00001). The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, Commissioner Smith

8b. Resolution No. 22-23 - Budget Adjustment #3 for the 2021-23 Biennium

Matt Zook, Finance Director, explained that the budget adjustment complies with governmental accounting standards regarding leases. There was no impact on any fund balance.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve Resolution No. 22-23 - Budget Adjustment #3 for the 2021-23 Biennium. The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, Commissioner Smith

8c. Appeal of the Approval of a New Three-Story 30-Unit Apartment Complex Located Near Kamm Street (AP 22-00001; AP-22-0000; GLUA-21-00066; SP-21-00017; NROD 21-00018)

Bill Kabeiseman, City Attorney, reviewed what was discussed at the last meeting. The hearing had been closed and staff had prepared a memo addressing the commission's concerns. It was now time for the commission to deliberate on the appeal.

Commissioners O'Donnell and McGriff disclosed they had visited the site since the last hearing.

Ms. Robertson-Gardner provided an update on the additional information provided and revised conditions of approval.

There was discussion regarding the termination of Kamm Street and options for blocking it off, emergency access, no parking signs, and pedestrian path. There was consensus to move forward with the revised Condition #40 and let the parties involved decide what was best for blocking off Kamm Street.

Commissioner O'Donnell asked about the definitions of setbacks for front, back, and side yards. Ms. Robertson-Gardner discussed the City Code definitions and how the lot consisted of two front yards along Warner Milne and Kamm Streets and two side yards. The applicant had met the setback requirements with conditions.

There was discussion regarding the irrigation ditch running through the property. Commissioner O'Donnell noted that the report provided by the applicant indicated it was man-made and he did not see water in it during a site visit. He did not think it was a stream. The commission concurred.

The commission discussed tree mitigation. Ms. Robertson-Gardner noted that replacing the removed trees, estimating them to be the largest size, could require hundreds of trees as mitigation. The applicant had a proposed landscape plan, and these would be in addition to that plan. Commissioner McGriff suggested changing the condition to no fee in lieu, but the mitigation trees could be planted off-site in the Newell Creek drainage area. The commission concurred.

The commission concurred to revise Condition #11 to require the applicant to put in no parking signs on the west of Kamm Street to prevent overflow parking from the apartment complex on Kamm Street.

The commission discussed additional screening from the cemetery. They agreed to retain the current condition.

Tony Konkol, City Manager, confirmed the outcomes of the discussion and changes to the conditions. He did not think any additional findings would be required.

Commissioner O'Donnell said most people would enter through the side door which would not be the front of the building. He thought the definitions were incorrect.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to deny the appeal and approve the application for a new three-story 30-unit apartment complex located near Kamm Street (AP 22-00001; AP-22-0000; GLUA-21-00066; SP-21-00017; NROD 21-00018) with the revised conditions as discussed. The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, Commissioner Smith

9. GENERAL BUSINESS

10. COMMUNICATIONS

11. City Manager

No comments presented by the city manager.

12. Commissioners

Commissioner O'Donnell reported on the C4 subcommittee meeting where they discussed tolling.

13. Mayor

None

14. ADJOURNMENT

Commission President McGriff adjourned the meeting at 9:04 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING - REVISED MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, June 15, 2022 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Commission President McGriff called the meeting to order at 7:03 PM.

PRESENT: 4 - Commissioner Frank O'Donnell, Commissioner Denyse McGriff, Commissioner Rocky Smith, and Commissioner Adam Marl

STAFFERS: 10 - City Manager Tony Konkol, City Recorder Jakob Wiley, Community Development Director Aquilla Hurd-Ravich, Asst. to the City Manager Lisa Oreskovich, Police Chief Jim Band, Finance Director Matt Zook, Library Director Greg Williams, Parks and Recreation Director Kendall Reid, and Public Works Director John Lewis

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Oath of Office for New Oregon City Police Sergeant and Officers

Jim Band, Police Chief, introduced Officers Levi Losli, Dionicio Vega, Kevin Carlson, Evan Brosseau, and Julianna Bredahl and Sergeant Chris Koehnke.

Commission President McGriff administered the oath of office to these officers.

3b. Juneteenth Day in Oregon City Proclamation

Commission President McGriff read the proclamation declaring June 19, 2022 as Juneteenth Day.

3c. Mayoral Appointment of Diversity, Equity, and Inclusion Community Task Force Members

Commission President McGriff appointed members to the new Diversity, Equity, and Inclusion (DEI) Community Task Force.

4. CITIZEN COMMENTS

Dorothy Dahlsrud, resident of Oregon City, discussed the importance of preserving the Natural Resource Overlay District (NROD) areas. She thought they should hire a City Forester.

5. PRESENTATIONS

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve the consent agenda. The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith

- 7a. Resolution No. 22-21, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the 2022 Roadway Pavement Project and 2022 Sanitary Sewer Rehab Project and Declaring an Emergency
- 7b. Public Works Fleet Division Replacement Vehicle #350
- 7c. Public Works Storm Division Replacement Vehicle #662 – Street Sweeper
- 7d. Contract with P and C Construction for Additional, Redundant Cooling Equipment in the Robert Libke Public Safety Building; Costs for Contract paid by FFA Architecture and Interiors

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- 9a. Update to the City of Oregon City Emergency Operations Plan (EOP), Effective 2022-26

Chief Band presented on the Emergency Operations Plan. He explained the purpose of the plan, emergency management during the year, highlights of the plan, additional sections, revisions made, and new Equity Officer position. This manual would be in effect from 2022 to 2026.

Commissioner Marl asked about the six-month delay by Clackamas County. Chief Band explained they were waiting for recommendations to inform their manual. It did not affect the City's manual.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the City of Oregon City Emergency Operations Plan (EOP). The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith

- 9b. Resolution No. 22-26, Calling Forth the Concerns of the City of Oregon City with the Impacts of the I-205 Tolling Project

Tony Konkol, City Manager, said the Commission requested this resolution to identify the Commission's opinion of the I-205 tolling project.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve Resolution No. 22-26, Calling Forth the Concerns of the City of Oregon City with the Impacts of the I-205 Tolling Project. The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith

Commissioner O'Donnell wanted to direct the City Manager to direct the City Attorney to explore grounds to bring a suit against the Oregon Department of Transportation (ODOT) and to join with other cities to pursue a lawsuit.

There was consensus for the City Attorney to bring back information on the viability of the action as well as the cost and benefits.

Commissioner O'Donnell thought they could share the costs with other cities, and this would get ODOT's attention.

9c. 2021 Heritage Tree Nominations

Aquilla Hurd-Ravich, Community Development Director, presented on the 2021 Heritage Tree nominations. She reviewed the Heritage Tree process, nominations, Parks and Recreation Advisory Committee (PRAC) and Natural Resources Committee recommendations, and options for Commission action.

There was discussion regarding PRAC's concerns about the maintenance allowed if the trees were designated.

Commissioner O'Donnell asked how many individuals brought forth nominations. He was also concerned about future maintenance. Ms. Hurd-Ravich said one person, but the property owners had to approve the nominations.

Dorothy Dahlsrud, resident of Oregon City, provided a public comment that PRAC did not understand the nature of the Heritage Tree program and that regular maintenance could happen for designated trees.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve Resolution 22-27. The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, and Commissioner Smith
Abstaining: Commissioner O'Donnell

9d. Oregon City Entrepreneurial Opportunity Loan Program

James Graham, Economic Development Manager, introduced the program. This was a partnership between Clackamas Federal Credit Union (Credit Union) and the city. He explained what each entity was responsible for.

Ann Griffin, Economic Development Coordinator, provided answers to previous Commission questions on the program. She clarified this would not become a grant.

Mr. Graham said the principal came back to the city and the interest to the Credit Union. The loan was 50/50 between the two entities whatever the amount of the loan.

Ms. Griffin said in the case of default, the notification would fall to the city.

Commissioner McGriff asked if a default would affect the city's credit or bond rating.

Matt Zook, Finance Director, said it would not. It was based on the city's ability to pay its loans.

Commissioner Marl asked who the representative for the city would be on the Loan Review Committee.

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Mr. Graham responded that it would be him. The Credit Union would have a representative and for the third person, he would put out a request to local accountants to see if anyone was interested in participating.

Commissioner Marl wanted to make sure the loan proposals would have a scoring method to get them to the targeted industries.

Commissioner O'Donnell thought half of the interest should go to the credit union and the other half should go back to perpetuating the program. He asked if it included all of the costs associated with the program.

Mr. Graham said the city opted not to take any of the interest so the bank would be compensated for the administration. The cost for marketing would come out of the Economic Development budget. He thought the marketing would be low-cost.

Motion made by Commissioner Marl, seconded by Commissioner Smith, to approve the Oregon City Entrepreneurial Opportunity Loan Program. The motion carried by the following vote:

Yea: Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith

10. COMMUNICATIONS

11. City Manager

None

12. Commissioners

Commissioner Marl suggested adding a work session on the fourth week of each month to keep up on council goals. He noted the Clackamas County election results were in and two of the measures had passed, which created a different election process in November.

Staff would come back with a recommendation on the work session schedule.

Commissioner Smith reported on the American Waterworks Association Conference.

Commissioner McGriff said Neighbors Night Out would be August 2, 2022. The Downtown Oregon City Association received a Main Street grant. She reported on the First City Festival, bridge meeting and the tentative logo and t-shirt, and the Metro Policy Advisory Committee (MPAC) meeting.

13. Mayor

None

14. ADJOURNMENT

Commission President McGriff adjourned the meeting at 8:40 PM.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, August 09, 2022 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Commission President Denyse McGriff convened the meeting at 6:02 PM.

PRESENT: 5 - Commissioner Rocky Smith, Commissioner Adam Marl, and Commissioner Denyse McGriff

ABSENT: 1 - Commissioner Frank O'Donnell

STAFFERS: 10 - City Recorder Jakob Wiley, Parks and Rec. Director Kendall Reid, Executive Asst. to the City Manager, Lisa Oreskovich, Chief of Police, James Band, Finance Director, Matt Zook, Library Director Greg Williams, Public Works Director, John Lewis, Human Resources Director, Patrick Foiles, Assistant City Recorder Angelique Nomie

DISCUSSION ITEMS

1. Traffic Engineering Presentation

Reah Flisakowski, Transportation Engineer with DKS Associates, provided a presentation regarding the analysis of traffic congestion and the science of traffic engineering. The presentation included information related to safety assessments.

Commissioner McGriff asked if there was a fact sheet available for the public about transportation impact analyses. Commissioner McGriff asked about whether transportation system analyses are ever not approved. Ms. Flisakowski discussed that these analyses are typically objective standards without much room for discretion.

Mr. Lewis discussed public education issues and the availability of information about transportation impact analyses.

Josh Wheeler, Assistant City Engineer, mentioned that the information could be added to the website. He discussed that the responsibility for traffic engineering shifted from the Planning Department to Engineering, so his department is now processing traffic engineering reports.

ADJOURNMENT

Commission President Denyse McGriff adjourned the meeting at 7:02 PM.

Respectfully submitted,

Jakob Wiley, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 09/7/2022
From: Aquilla Hurd-Ravich, Community Development Director

SUBJECT:

Review draft OC2040 Comprehensive Plan Narrative, Goals, Policies, and Strategies

STAFF RECOMMENDATION:

Staff recommends the City Commission review a draft of the narrative, goals, policies, and strategies of the OC2040 Comprehensive Plan and provide any feedback to staff.

EXECUTIVE SUMMARY:

At the Planning Commission meeting on May 23, 2022 staff presented a draft plan. The Planning Commission felt the draft reflected the community's vision and input, but it lacked specificity in terms of providing guidance for making land use decisions. As a result, staff and consultants drafted an *Implementation Measure* appendix that was presented to the Planning Commission at their June 27, 2022 meeting. At this meeting, staff received feedback that the Goals and Strategies as they were developed in combination with the *Implementation Measures* still would not provide the guidance needed to review land use applications. After further study of the 2004 Comprehensive Plan, staff reconsidered the approach of two documents and identified missing information that was needed in the OC2040 plan. Staff then imported policies from the 2004 Comprehensive Plan to the OC2040 Goals and Strategies document and did not move forward with an *Implementation Measures*.

The draft before you tonight is a combination of the OC2040 streamlined goals and strategies and 2004 Comprehensive Plan policies. Many of the 2004 policies are still relevant today. In the revised draft the 2004 policies are called *strategies* and they are in blue font to make it easy to see what was added. Additionally, narrative sections from the 2004 plan were combined with recent narrative sections to provide context and explanation to the goals, policies (formerly called strategies), and strategies. In most cases, wording was not changed when incorporating 2004 policies. Not all OC2040 policies have strategies. We only incorporated what was applicable from 2004 and some of the previous policies do not have corollary goals and policies in OC2040. In an effort to avoid creating new wording that has not been vetted, new strategies were not included if there were no relevant policies from the 2004 Comp Plan. For example,

Chapter 1 Goal 4:

Integrate diversity, equity, and inclusion (DEI) best practices when evaluating all city functions, including land use policies, programs, and regulations.

This goal is entirely new, and the 2004 Comp Plan did not make similar statements.

Examples of large sections of added text include:

- Urbanization
- Land use designations
- Willamette River Greenway

Additionally, the statewide land use goals are now stated at the beginning of each chapter to clearly identify which goals are addressed in each section.

Staff believes these revisions provide the needed guidance for review of land use decisions. The revisions also provide more context, detail, and clarity helping to define the streamlined policies.

BACKGROUND:

Overview

The Comprehensive Plan is a planning document that directs all activities related to land use and the future of natural and man-made systems and services in Oregon City over the next 20 years. The Comprehensive Plan helps manage expected population and employment growth through a set of goals, policies and implementation measures that align with the community's vision. City leaders use the Comprehensive Plan to coordinate public investments, establish the services a City provides, and make decisions about how and where land is developed.

All Oregon cities and counties are required to have a comprehensive plan that is consistent with Statewide Planning Goals. Once adopted, all of a City or County's community and area plans, zoning codes, permits, and public improvements are required to be consistent with the Comprehensive Plan.

Zoning and development code serve as the major implementation mechanism of the Comprehensive Plan. It is also implemented through area specific plans like the Thimble Creek Concept Plan and the South End Concept Plan and topic specific plans like the Transportation System Plan or the Sanitary Sewer Plan.

In addition to providing guidance to decision makers in areas of policy, the Comprehensive Plan is also used by public agencies, organizations, residents, businesses, and developers. The plan will periodically undergo a major review to reflect changes aspirations and values in the community. The last major update to Oregon City's Comprehensive Plan was done in 2004. More information can be found in the Introduction section of the draft plan.

Developing Goals and Policies (formerly called strategies)

The goals and policies are a direct expression of the community's desires, as captured in a vision statement. Oregon City adopted a vision statement in August 2021 that influenced the development of goals and policies. The vision statement and process will be documented in the section called *OC2040 Vision*.

Goals and policies are official statements from the City Commission that provide standards for applying land-use plan designations to real property and making decisions about specific development. A goal is a general statement of a future condition towards which actions are aimed. Each goal can have one or more policies that are concise statements which provide a specific course of action. In implementation, each policy may lead to one or more action items, which is a statement of measurable activity or a more specific benchmark to be reached in pursuit of the policy.

The OC2040 Comprehensive Plan Update

The OC2040 Comprehensive Plan is organized around four themes outlined in the vision statement:

- Healthy Community
- Diverse Economy
- Connected Infrastructure
- Protected Environment

Each theme constitutes a chapter of the OC2040 Comprehensive Plan. Each chapter covers a broad variety of interconnected topics, all while meeting the requirements of applicable statewide planning goals. A matrix is included that compares Comprehensive Plan chapters to the Statewide Planning Goals.

When developing goal and policy concepts, an iterative, open, and transparent process ensured community priorities were captured through four Comprehensive Plan Summits, online surveys, and multiple meetings with the Project Advisory Team (PAT) to review, vet and refine the concepts. New and revised goals and strategies were also supported through a review of the existing Comprehensive Plan goals and policies, review of best practices, and input from City staff. Feedback from PAT members was particularly important to development of draft goals and policies; they have been involved with this project for more than 16 months and represent a diverse set of community interests. We have also reviewed draft goal and strategy language at two work sessions with the Planning Commission and City Commission and a joint work session.

City Commission Feedback on the OC2040 Draft:

Tonight staff is requesting the Commission provide staff with any feedback or changes to the draft document.

Next Steps

- Return to Planning Commission with a full draft looking for a recommendation to move into the adoption process
- Public hearings and adoption through fall and winter 2022/2023

DRAFT OC2040 COMPREHENSIVE PLAN: Narrative, Goals, Policies and Strategies

August 22, 2022

Chapter 1 Healthy and Welcoming Communities

Statewide Planning Goals: Goal 1 Community Engagement, Goal 5 (A) Historic and Cultural Resources

Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Community Engagement

Oregon City established a Citizen Involvement Program in the 1980s to recognize the importance of providing residents and stakeholders opportunities to be informed, and involved, in the planning process. The program is comprised of two components: neighborhood associations and a Citizen Involvement Committee (CIC). The CIC is responsible for developing, implementing, and evaluating the Citizen Involvement Program and ensuring consistency with Statewide Planning Goal 1 Citizen Involvement. The CIC coordinates and communicates various aspects of community participation and advises the City Commission, Planning Commission, and other advisory bodies. The CIC typically meets the first Monday of each month and information about the meetings is available on the City's CIC webpage. Citizen participation is also encouraged by neighborhood associations which provide another, more localized, path for promoting community education and participation in planning activities. The neighborhood associations are not entities of the City but are supported through agreements and the CIC. There are twelve active neighborhood associations in Oregon City, each with its own board, bylaws, schedule of activities, and set of priorities.

Historic and cultural resources

Oregon City stands out in the region because of its rich history, dedication to preservation, and desire to retain historic neighborhood character. Oregon City was a gathering space for indigenous communities and the capital of the Oregon Territory from 1849-1850 and the first incorporated town west of the Rockies. There are many sites, buildings, and landmarks existing today that have ties back to that important time in history. Oregon City is designated as a Certified Local Government (CLG); the CLG program integrates local governments with the National Historic Preservation Program to strengthen decision-making regarding historic places at the local level. Participation in this program allows Oregon City to apply for grants administered by the State Historic Preservation Office, which have funded surveys of the McLoughlin District and Historic Downtown District.

Today, Oregon City has one local historic district and one conservation district, including:

Existing Historic District: Canemah. Historic Districts are areas where buildings with national or local historical and/or architectural significance are concentrated. A Historic District is recognized for retaining its “sense of place,” meaning that a traditional atmosphere of distinct character is evident. Generally, a Historic District designation requires, through the Historic Overlay Ordinance, that proposed construction, exterior alterations, and demolitions within the district’s boundaries be reviewed.

To be designated as a Historic District, an area must:

- have architectural features that are well-related and have continuity
- appear as a discrete entity
- exhibit visual harmony in the character of public ways consistent with the architectural character of the area
- have generally compatible uses, including intended uses
- have a majority of properties with historic significance

Canemah is an important example of a relatively intact riverboat town with architectural resources dating from the 1860s. Having evolved from a community for the elite of the riverboat industry to a workers’ community, Canemah retains essentially the same sense of place it had in the latter half of the 19th century. Situated above the Falls of the Willamette, it was an important portage town and the major shipbuilding center on the upper Willamette River. Canemah was listed as a Historic District in the National Register of Historic Places in 1977. The area was zoned in 1954 for industry along the river, commercial and multi-family along McLoughlin Boulevard, and multi-family along Third Avenue and portions of Fifth Avenue. In 1982, a majority of the area was rezoned as residential except for a small strip on McLoughlin Boulevard, which was rezoned to Historic Commercial. In the last 20 years, many homes within the district have been rehabilitated, but some have not been maintained to a level that ensures their significance and status as contributing structures. New construction and exterior alterations need to be reviewed for their long-term effect on the neighborhood and National Register Historic District status.

Existing Conservation District: McLoughlin. A Conservation District designation is intended to protect the buildings within the district through an ordinance that requires a review of proposed construction, exterior alterations to designated structures, and demolitions. Although not as comprehensive as a Historic District, a Conservation District can ensure that a neighborhood’s significance does not erode.

Many of Oregon City’s historic and architecturally significant buildings are above the bluff in the McLoughlin neighborhood. The original Oregon City plat includes the neighborhood area up to Van Buren Street, and it is within this area that early residential development took place, beginning in the 1850s. As the Downtown area changed from a residential to commercial

district, home building increased above the bluff. All of the churches that originally stood in the Downtown eventually relocated to the McLoughlin area as well.

Present Status: In 2002, a survey was undertaken to determine the current status of buildings and the potential for the area to be listed as a National Register Historic District. In 2003, Oregon City High School moved from the McLoughlin neighborhood to a new facility on Beaver Creek Road. Moving the school provides the City an opportunity to work with the school district to reuse the historic high school building. The City supports any rehabilitation of the campus that would continue its role as a community gathering place and keep it consistent with the Secretary of Interior Standards for Rehabilitation and the Goals and Policies of the Historic Review Board.

There are many historic buildings and landmarks outside the designated Historic Districts. Historic designation generally requires review of the exterior of structures and alterations by the Historic Review Board in order to maintain the integrity of the district. Designation and protection of historic buildings and landmarks is an ongoing effort in Oregon City. Other areas of the City have been surveyed to identify the appropriateness of additional districts but have not been designated. Designation of new structures and districts is feasible through the Historic Review Board and requires property owner consent. Oregon City also has important prehistoric and historic resources, including Willamette Falls as a center for Native American culture. Archeological resources associated with this history have, in the past, been overlooked and resources have been lost due to damage from development. Currently, there are several state and federal laws that provide some level of protection for archeological sites and notice of development is sent to the State Historic Preservation Office as well as five Tribes with interests in Oregon City.

Goal 1

Implement and maintain a community engagement program that provides broad and inclusive opportunities for all Oregon City community members to learn about and understand city government processes, including land use planning, and participate meaningfully in decisions that impact their communities.

Policies:

- 1) Support the Citizen Involvement Committee (CIC) and Neighborhood Associations to engage and educate Oregon City community members in land use planning.

Strategy:

- a) Utilize neighborhood associations as the vehicle for neighborhood-based input to meet the requirements of the Land Conservation and Development Commission (LCDC) Statewide Planning Goal 1, Citizen Involvement. The Citizen Involvement Committee (CIC) shall serve as the officially recognized citizen committee needed to meet LCDC Statewide Planning Goal 1. (2004 CP Policy 1.1.1)
- 2) Actively seek input from a diverse range of participants and enhance engagement opportunities for community members with barriers (language, disability, income, age, technology) through services and methods that bolster inclusive participation.

Strategy:

- a) Solicit and support citizen participation on citizen advisory committees and commissions. Identify desirable expertise from the Portland metro area as needed to best serve the interests of Oregon City. (2004CP Policy 1.8.2)
- 3) Seek opportunities to develop and enhance relationships with community-based organizations (CBOs) who are working in Oregon City and the larger region.
- 4) Utilize innovative forms of communication technology to enhance the City's public engagement efforts.

Strategy:

- a) Explore meaningful engagement techniques and tools that allow for multiple forms of public engagement through in person events, on-line tools, and hybrid options. (OC2040)
- 5) Provide on-going education to the community regarding land use projects and processes and ensure clear communication about when and how to be involved at key points in the process.

Strategy:

- a) Notify citizens about community involvement opportunities when they occur. (2004CP Policy 1.4.1)
- 6) Include nearby communities in public engagement efforts, where appropriate, to provide an outside perspective to Oregon City land use planning.
 - a) Develop a program for reaching out to representatives of nearby communities such as the City of West Linn, City of Gladstone, recognized Hamlets or Villages in Clackamas County, and Community Planning Organizations in unincorporated Clackamas County to participate in public planning processes on regional issues. (OC2040)

Goal 2

Acknowledge, protect, enhance, and commemorate Oregon City's historic and cultural resources.

Policies:

- 1) Promote the Willamette and Clackamas Rivers as a community benefit for cultural connection and understanding.
- 2) Recognize and celebrate¹the history of tribal presence in Oregon City and seek opportunities to educate community members and elevate understanding.
- 3) Facilitate historic preservation programs for retention of federal, state, and locally designated historic districts and sites.

Strategies:

- a) Promote the designation of qualifying properties outside Historic and Conservation Districts as historic.

¹ Suggested wording from HRB April 2022

(2004CP Policy 5.3.3)

- b) Maintain Oregon City's status as a Certified Local Government in the National Historic Preservation Program. (2004CP Policy 5.3.6)
 - c) Encourage property owners to preserve historic structures in a state as close to their original construction as possible while allowing the structure to be used in an economically viable manner. (2004CP Policy 5.3.7)
- 4) Identify and protect important cultural resources and historic amenities through programs, designation, interpretive signage, and other means to increase awareness and generate appreciation.

Strategy:

- a) Support the preservation of Oregon City's historic resources through public information, advocacy and leadership within the community, and the use of regulatory tools and incentive programs. (2004CP Policy 5.3.4)
- 5) Provide activities and programs for residents and visitors that weave together historic and cultural resources, education, and recreation.

Strategies:

- a) Recognize the value of diverse cultural and historic resources and modern civic amenities.-Integrate educational and recreational opportunities with the City's preservation efforts. (OC2040)

Goal 3

Strengthen wellbeing, quality of life, and livability² across all Oregon City neighborhoods by creating places that are safe and comfortable with convenient access to community services.

Policies:

- 1) Support the City's network of community-based organizations, programs, and centers that provide services for Oregon City residents.
- 2) Improve equitable access to health care for all residents through cross-sector partnerships and coordination with service providers.

Strategies:

- a) Work with Clackamas County as needed to ensure that county services are sited appropriately and that citizens of Oregon City continue to have access to County health and human services. (2004CP Policy 11.8.1)
 - b) Coordinate with the master planning efforts by Willamette Falls Hospital to address environmental, neighborhood and health provider concerns about expansion plans, parking, traffic, and circulation. (2004CP Policy 11.8.2)
- 3) Provide opportunities for learning and civic engagement for all ages through City services and partnerships with local schools.
- 4) Support and promote availability of affordable healthy food for all Oregon City neighborhoods.

Strategies:

² The building and maintaining of community amenities that enhance the quality of life through actions to improve local environments and provide safe conditions in places where people live. (*Urban Renewal Plan Amended 2022*)

- a) Allow and encourage the development of small retail centers in residential neighborhoods that provide goods and services for local residents and workers. (2004CP Policy 2.5.2)
- 5) Build and enhance partnerships between police, government agencies, neighborhoods, and civic/business organizations to enhance community safety and positive health outcomes.
- 6) Support services and programs that serve Oregon City's unhoused residents in meeting daily needs while offering stable and lasting solutions.

Goal 4

Integrate diversity, equity, and inclusion (DEI) best practices when evaluating all city functions, including land use policies, programs, and regulations.

Policies:

- 1) Implement DEI practices in City business and operations, and when evaluating and selecting public improvement projects.
- 2) Support opportunities for home ownership and rental availability for all household sizes, types and incomes through housing policies and regulations.
- 3) Establish land use patterns and regulations that promote a balance of jobs and housing across Oregon City to strengthen access to employment.

Chapter 2 Diverse Economy

Statewide Planning Goals: Goal 9 Economic Development, Goal 10 Housing, Goal 14 Urbanization, Goal 2 Land Use

Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Economic Development

Oregon City's role in regional and statewide commerce is significant, in part because of its location on the banks of the Willamette River and its history as a hub for the exchange and transfer of goods from the upper and lower Willamette River and associated land routes. Oregon City supports a diverse industrial and commercial business base that is comprised primarily of small to medium-sized businesses. Approximately one-third of total employment in Oregon City is in the public sector, including Clackamas County, the Oregon City School District and Clackamas Community College.

In 2006, Oregon City developed an Economic Development Strategy to focus on Oregon City's designation as Regional Center by Metro's 2040 Growth Concept Plan. The strategy was documented *Oregon City Futures: A Strategy for Economic Development: Phase I: Summary and Recommendations*. That report identified broad goals for economic development for Oregon City:

1. Increase the community's assessed value
2. Increase the diversification of businesses and industries
3. Increase number and quality of jobs
4. Develop sound businesses with staying power
5. Enhance the appeal and attractiveness of community
6. Provide an environment for strong business and industrial growth
7. Leverage urban renewal and public dollars to maximize the total investment and development effort.
8. Create tax increment with each investment or create an environment in which private investment will follow public investment (urban renewal).

Housing

Oregon City recognizes that the health of its community depends heavily on the health of its neighborhoods and its ability to provide housing that meets the diverse needs of all residents. The goals and strategies of the 2004 Plan were largely focused on protecting the character of existing residential neighborhoods and planning for new neighborhoods, both of which are supported by a range of housing types and neighborhood services. The need to maintain that balance still applies today and will play a large role in development of housing strategies for the OC2040 Plan.

In 2021, the City adopted a Housing Needs Analysis (HNA) to understand how much housing will be needed in the future and if the City has enough available land to accommodate the community's

housing needs through 2041. The HNA provides recent information about Oregon City's housing market and forecasted housing needs, along with data on Oregon City's demographic and socioeconomic trends, to support future planning efforts related to housing as well as options for addressing unmet housing needs in Oregon City. Key findings of the HNA include:

- Growth in housing will be driven by growth in households. The number of households in Oregon City's Planning Area is forecast to grow from 14,778 households to 22,213 households, an increase of 7,435 households between 2021 and 2041.
- Oregon City is planning for growth of 7,435 new dwelling units. To accommodate those units over the 20-year planning period, Oregon City will average 372 new dwelling units annually, and will plan for more single-family attached and multifamily dwelling units in the future to meet the city's housing needs. The factors driving the shift in types of housing needed in Oregon City include changes in demographics and decreases in housing affordability. The aging of senior populations and the household formation of young adults will drive demand for renter and owner-occupied housing, such as small single-family detached housing, townhouses, duplexes, and apartments/condominiums. Both groups may prefer housing in walkable neighborhoods, with access to services.
- Oregon City is meeting Metro's requirements for net density and housing mix. OAR 660-007-0035 sets specific density targets for cities in the Metro UGB and requires that cities within the Metro UGB "provide the opportunity for at least 50 percent of new residential units to be attached single family housing or multiple family housing." Based on the HNA findings, Oregon City is exceeding average density targets at an average net density of 9.5 dwelling units per net acre, and the City is assuming that 20% of new dwelling units will be single-family attached, 10% of new units will be duplexes, triplexes, or quadplexes, and 20% of new units will be multifamily.
- Oregon City has an unmet need for affordable housing. About 34% of Oregon City's households are cost burdened, with 50% of renters cost burdened and 28% of owners cost burdened. Oregon City's level of cost burden is similar to other communities in Clackamas County.
- Oregon City will need to meet the requirements of House Bill 2001, and as of 2022, the City adopted zoning code to comply with the requirements of HB 2001.

Urbanization

Cities in Oregon must estimate future growth and the need for land and apply appropriate zoning to that land in order to meet the need. Building from inventories of buildable land and studies like Housing Needs Analysis and an Economic Development Strategy, urban growth boundaries must be established, and cities must designate urbanizable land from rural land.

While Oregon City continues to grow and evaluate jobs and housing needs, there are many factors that are considered during the process of urbanization:

- Balancing existing development with new growth
- Ensuring an adequate supply of housing that is affordable to and meets the needs of a range of households
- Providing opportunity for businesses and vibrant, mixed-use centers
- Extending public services in a way that is efficient and economical
- Protecting open spaces and natural resources

- Balancing property rights with public goals
- Physical constraints (Oregon City cannot expand west or north because of rivers and adjacent cities of West Linn and Gladstone)

A 1990 Urban Growth Management Agreement between Oregon City and Clackamas County guides land use designations and extension of public services to urbanizing areas. Per that agreement, Oregon City (rather than the County) provides public services in urbanizing areas and applies Comprehensive Plan designations to those areas. Clackamas County applies zoning to land within the UGB (but outside city limits) to generally designate it as Future Urbanizable (FU-10) until the City annexes those properties and applies City zoning.

Metro's Urban Growth Management Functional Plan, Title 11, establishes the regulations for how and when cities can expand their urban growth boundaries to ensure a 20-year adequate land supply. The most recent UGB expansions in Oregon City were the addition of the Park Place neighborhood (500 acres in 2002); the Beavercreek Road area, which is now called Thimble Creek (453 acres in 2004, re-adopted in 2020); and the South End neighborhood (611 acres in 2016). Currently, there are no UGB expansions under consideration for Oregon City.

Land Use

Oregon City promotes community vitality through good design, efficient use of land, and strategies and actions that ensure new development contributes to the City's overall character and quality of life. The City also acknowledges the critical role of corridors and the opportunity they provide for transit-oriented, higher-intensity, mixed-use development patterns. Connections - particularly multi-modal connections - between neighborhoods, Downtown, the waterfront, and other activity centers are emphasized in planning efforts so that residents and visitors can easily move around and meet their daily needs without having to travel long distances.

All land use types are regulated through the Zoning Map, and are generally categorized as residential, commercial, industrial, institutional/civic, or open space/natural areas. The City's land use categories include:

- Low Density Residential (LR) — primarily single-family detached homes.
- Medium Density Residential (MR) — residential developments with dwelling unit types such as attached single-family units, rowhouses, and townhouses.
- High Density Residential (HR) — typically high-density, multiple dwelling residential. Permitted uses include apartments, condominiums, and single-family attached and rowhouse dwellings.
- Commercial (C) — commercial uses serving local, city-wide, and regional needs, such as retail and service commercial. Typically, this classification is associated with newer, suburban development and located along arterial streets.
- Industrial (I) — uses related to manufacturing, processing, and distribution of goods. Employment-based uses are encouraged. Intensive or heavy industrial uses are allowed in certain zones. Zones in the Comprehensive Plan Land-Use Map district are designed to comply with requirements of Title 4 of Metro's Urban Growth Management Functional Plan (1998).
- Mixed Use Corridor (MUC) — higher density mixed uses that are supportive of transit and conducive to pedestrian traffic. Urban density residential and commercial goods and services

are typical uses. Zones in the Comprehensive Plan Land-Use Map district are intended to be compatible with Metro's Corridor design type.

- Mixed Use Employment (MUE) — employment-intensive uses such as offices, research and development, light manufacturing, and associated commercial uses.
- Mixed Use Downtown (MUD) — urban density, mixed uses that are conducive to pedestrian and transit uses. This category is intended to be used to implement the Oregon City Downtown Community Plan (1999), the Oregon City Waterfront Master Plan (2002), and Metro's Regional Center concept, particularly in terms of connecting the Downtown with the waterfront. A design overlay is included in this area and is intended to promote development consistent with Oregon City's traditional Downtown form.
- Public and Quasi-Public (QP) — publicly owned lands other than city parks, such as schools, cemeteries, undeveloped lands, open space, government buildings and public utility facilities, such as the sewage treatment plant and water reservoirs.
- Parks (P) — City parks.
- Future Urban Holding (FUH) — undesignated, pending development and approval of a "concept plan," a Metro requirement that cities plan land uses in areas being converted from rural to urban uses.

Goal 1

Provide opportunities for a variety of goods, services, and employment options to work toward a dynamic, ecologically sound, and socially equitable economy.

Policies:

- 1) Regularly update City-wide economic studies to guide development of strategies and policies that improve economic health and resiliency.

Strategy:

- a) Conduct an Economic Opportunities Analysis to understand which industries and services will thrive in Oregon City's area, and how to best use land within the City's Urban Growth Boundary (OC2040)
- 2) Ensure a suitable amount of land is dedicated to employment uses.

Strategies:

 - a) Work with Metro to ensure that there is enough land available within the Urban Growth Boundary to meet the need for industrial and/or commercial development. If there is not enough, identify areas outside the boundary that may be appropriate to annex. The selection of these areas will be based on market factors, protection of environmentally sensitive areas, compatibility with adjoining and nearby uses, public facilities and infrastructure, proximity to expressways and transit, site requirements of specific types of industries, and the desires of the property owners. (2004CP Policy 2.6.1)
 - b) Ensure that land zoned or planned for employment use is used for industrial purposes, and that exceptions are allowed only where some other use supports employment development. New non-industrial uses should especially be restricted in already developed, active industrial sites. (2004CP 2.6.2)
- 3) Support retention and expansion of local businesses, as well as recruitment of new businesses, across a variety of sizes and types.

- 4) Provide fair and equitable opportunities to compete for city contracts for all businesses.

Strategy:

a) Ensure diversity, equity and inclusion actions are incorporated into City contracting practices (OC2040)

- 5) Create and maintain cooperative partnerships with other public agencies and private business groups interested in promoting economic development.

Strategies:

- a) Target public infrastructure investments and create public/private partnerships to leverage maximum benefits from public investment and to help ensure that the Regional Center develops to its maximum capacity and realizes its full potential. (2004CP Policy 2.2.4)
- b) Seek input from local businesses when making decisions that will have a significant economic impact on them. (2004CP Policy 9.2.1)
- c) Use public-private partnerships as a means to leverage private investment when appropriate. (2004CP Policy 9.2.5)

- 6) Promote the city's destinations, natural resources, and historic and cultural amenities to grow the tourism industry.

Strategies:

- a) Encourage the development of a strong and healthy Historic Downtown retail, office, cultural, and residential center. (2004CP Policy 2.2.5)
- b) Working with major stakeholders, develop and implement a strategy to help the Historic Downtown Area enhance its position as a retail district. Such a strategy might include funding for a "Main Street" or similar program. (2004CP Policy 2.2.6)
- c) Ensure land uses and transportation connections that support tourism as an important aspect of the City's economic development strategy. This could include connections to the End of the Oregon Trail Interpretive Center and the train depot. (2004CP Policy 9.6.2)
- d) Encourage private development of tourism related uses such as: hotel, bed and breakfast, restaurant facilities and other visitor services. (2004CP Policy 9.6.6)

- 7) Support a healthy and balanced workforce through a variety of programs and policies.

Strategies:

- a) Attract high-quality commercial and industrial development that provides stable, high-paying jobs in safe and healthy work environments, that contributes to a broad and sufficient tax base, and that does not compromise the quality of the environment. (2004CP Policy 9.1.1)
- b) Support a program for providing affordable childcare options to foster a stable workforce (OC2040)

Goal 2

Provide housing options, including both rental and ownership opportunities, that are attainable for the full range of Oregon City households.

Policies:

- 1) Plan for housing supply that supports and implements the recommendations of the current Housing Needs Analysis.

Strategy:

- a) Ensure housing policies allow for increased opportunities for home ownership by regularly evaluating housing supply, market demand, buildable land, and infrastructure costs through a Housing Needs Analysis. (OC2040)

- 2) Ensure that land use designations and zoning code provisions allow and encourage a wide range of housing types.

Strategies:

- a) Designate residential land for a balanced variety of densities and types of housing, such as single-family attached and detached, and a range of multi-family densities and types, including mixed-use development. (2004CP Policy 10.1.3)

- 3) Support retention of existing homes and opportunities for community members to “age in place”.

- 4) Support and encourage transit-oriented development opportunities.

Strategies:

- a) Ensure planning for transit corridors includes facilities and access management, aesthetics (including signage and building facade improvements), infill and redevelopment opportunities, high-density residential development, and business assistance to existing businesses. (2004CP Policy 2.3.1)
- b) Provide incentives that encourage the location of affordable housing developments near public transportation routes. Incentives could include reduction of development-related fees and/or increases in residential density (density bonuses). (2004CP Policy 10.2.4)

- 5) Support development of subsidized and affordable housing.

Strategies:

- a) Aim to reduce the isolation of income groups within communities by encouraging diversity in housing types within neighborhoods consistent with the Clackamas County Consolidated Plan, while ensuring that needed affordable housing is provided. (2004CP Policy 10.1.4)
- b) Retain affordable housing potential by evaluating and restricting the loss of land reserved or committed to residential use. When considering amendments to the Comprehensive Plan Land-Use Map, ensure that potential loss of affordable housing is mitigated. (2004CP Policy 10.2.1)
- c) Allow increases in residential density (density bonuses) for housing development that would be affordable to Oregon City residents earning less than 50 percent of the median income for Oregon City. (2004CP Policy 10.2.2)
- d) Investigate variable SDCs and other incentives to support middle housing and affordable housing development (OC2040)

Goal 3

Guide growth and development in a manner that implements the City’s 2040 Vision and maintains an urban growth boundary that supports and accommodates projected population and employment during the 20-year planning period.

Policies:

- 1) Promote efficient use of land and public infrastructure and plan for appropriate infill development, redevelopment, and new development.
 - a) Create incentives for new development to use land more efficiently, such as by having minimum floor area ratios and maximums for parking and setbacks. (2004CP Policy 2.1.1)
 - b) Encourage the vertical and horizontal mixing of different land-use types in selected areas of the city where compatible uses can be designed to reduce the overall need for parking, create vibrant urban areas, reduce reliance on private automobiles, create more business opportunities and achieve better places to live. (2004CP Policy 2.1.2)
 - c) Use redevelopment programs such as urban renewal to help redevelop underutilized commercial and industrial land. (2004 CP Policy 2.1.4)
 - d) Establish priorities to ensure that adequate public facilities are available to support the desired industrial development. (2004CP Policy 2.6.7)
 - e) Encourage sub-area master planning for larger developments or parcels, including re-development, where it may be feasible to develop more mixed uses, or campus-style industrial parks, with shared parking and landscaping areas. Allow developments to vary from prescriptive standards if planned and approved under this provision. (2004CP Policy 2.1.3)

- 2) Promote development of walkable neighborhoods to reduce transportation demand and enhance localized access to community services and amenities.

Strategy:

- a) Promote connectivity between neighborhoods and neighborhood commercial centers through a variety of transportation modes. (2004CP Policy 2.4.3)
- 3) Designate land uses in a manner that balances opportunities for housing and jobs and ensures development is consistent and compatible with the community's needs and resources.
 - a) Protect existing and planned undeveloped and underdeveloped industrial lands from incompatible land uses and minimize deterrents to desired industrial development. (2004CP Policy 2.6.4)
 - b) Ensure that land-use patterns create opportunities for residents to live closer to their workplace. (2004CP Policy 2.6.5)
 - c) Maintain a sufficient land supply within the city limits and the Urban Growth Boundary to meet local, regional, and state requirements for accommodating growth. (2004CP Policy 2.7.1)
 - 4) Maintain the Oregon City Comprehensive Plan Land-Use Map as the official long-range planning guide for land-use development of the city by type, density and location. (2004CP Goal 2.7)

Strategy:

- a) Use the following 11 land-use classifications on the Oregon City Comprehensive Plan Land-Use Map to determine the zoning classifications that may be applied to parcels:
 - (1) Low Density Residential (LR)
 - (2) Medium Density Residential (MR)
 - (3) High Density Residential (HR)
 - (4) Commercial (C)
 - (5) Mixed Use Corridor (MUC)

- (6) Mixed Use Employment (MUE)
 - (7) Mixed Use Downtown (MUD)
 - (8) Industrial (I)
 - (9) Public and Quasi-Public (QP)
 - (10) Parks (P)
 - (11) Future Urban Holding (FUH)
- (2004CP Policy 2.7.2)

Goal 4

Encourage and support new development that incorporates supportive community features and sustainability principles in site design and building construction.

Policies:

- 1) Promote best practices for integrating residential infill development into the fabric of existing neighborhoods.

Strategy:

- a) Use a combination of incentives and development standards to promote and encourage well-designed residential developments that result in neighborhood livability and stability. (2004CP Policy 10.1.7)
- 2) Incorporate resource efficiency and sustainability in the built environment by emphasizing energy-saving features and practices in construction and development regulations.

Strategies:

- a) Encourage designs that achieve a minimum “Certified” level of LEED (Leadership in Energy and Environmental Design) ~~(LEED)~~ certification (OC2040)
- b) Encourage commercial and industrial development that enhances livability of neighborhoods through the design of attractive LEEDTM-certified buildings and environmentally responsible landscaping that uses native vegetation wherever possible, and by ensuring that development is screened and buffered from adjoining residential neighborhoods and access is provided by a variety of transportation modes. (2004CP Policy 2.5.5)
- c) Encourage siting and construction of new development to take advantage of solar energy, minimize energy usage, and maximize opportunities for public transit. (2004CP Policy 13.1.2)
- 3) Utilize urban design principles that create comfortable and attractive public spaces that are reflective of Oregon City’s community vision.
- 4) Support and promote site and building design alternatives that balance high-quality and durable construction with affordability.

Goal 5

Establish, and amend when appropriate, the Urban Growth Boundary in the unincorporated area around the city that contains sufficient land to accommodate growth during the planning period for a full range of city land uses, including residential, commercial, industrial, and institutional. (2004CP Goal 14.1)

Policies:

- 1) Ensure the Urban Growth Boundary conforms to Title 11 of the Code of the Metropolitan Service District and provides sufficient land to accommodate 20-year urban land needs, resulting in efficient urban growth and a distinction between urban uses and surrounding rural lands, and promoting appropriate infill and redevelopment in the city. (2004CP Policy 14.1.1)

Strategy:

- a) Include an assessment of the fiscal impacts of providing public services to unincorporated areas upon annexation, including the costs and benefits to the city as a whole as a requirement for concept plans. (2004CP Policy 14.4.2)
- 2) Reduce the need to develop land within the Urban Growth Boundary by encouraging redevelopment of underdeveloped areas within the existing city limits. (2004CP Goal 14.2)
- 3) Plan for public services to lands within the Urban Growth Boundary through adoption of a concept plan and related Capital Improvement Program, as amendments to the Comprehensive Plan. (2004CP Goal 14.3)

Strategy:

- a) Maximize new public facilities and services by encouraging new development within the Urban Growth Boundary at maximum densities allowed by the Comprehensive Plan. (2004CP Policy 14.3.1)
- b) Ensure that the extension of new services does not diminish the delivery of those same services to existing areas and residents in the city. (2004CP Policy 14.3.2)
- 4) Annex lands to the city through a process that considers the effects on public services and the benefits to the city as a whole and ensures that development within the annexed area is consistent with the Oregon City Comprehensive Plan, City ordinances, and the City Charter. (2004CP Goal 14.4)

Strategies:

- a) Promote compact urban form and support efficient delivery of public services by ensuring that lands to be annexed are within the City's Urban Growth Boundary, and contiguous with the city limits. Do not consider long linear extensions, such as cherry stems and flag lots, to be contiguous with the city limits. (2004CP Policy 14.4.1)
- b) Evaluate and in some instances require that parcels adjacent to proposed annexations be included to:
 - i) avoid creating unincorporated islands within the city;
 - ii) enable public services to be efficiently and cost-effectively extended to the entire area; or
 - iii) implement a concept plan or sub-area master plan that has been approved by the Planning and City Commissions. (2004CP Policy 14.4.3)
- c) Expedite the annexation of property as provided by state law in order to provide sewer service to adjacent unincorporated properties when a public health hazard is created by a failing septic tank sewage system. (2004CP Policy 14.4.4)
- 5) Create and maintain cooperative, collaborative partnerships with other public agencies responsible for servicing the Oregon City area. (2004CP Goal 14.5)

Strategies:

- a) Amend as necessary the 1990 Urban Growth Management Agreement with Clackamas County to control land uses in the unincorporated area around the city to ensure that conversion of rural lands to urban uses upon annexation is orderly and efficient and in conformance with the

Comprehensive Plan for Oregon City. (2004CP Policy 14.5.1)

- b) Coordinate public facilities, services and land-use planning through intergovernmental agreements with the school district, Clackamas Community College, Clackamas County Fire District #1, Tri-Cities Services District and other public entities as appropriate. (2004CP Policy 14.5.2)
- c) Coordinate with Clackamas County and Metro to contain city boundaries and future urban land uses to areas on relatively level land north of the steep lands of Beaver Creek and its tributaries that border the southern portion of the city and the steep lands of the tributaries to Abernethy Creek that border the east and southeasterly portions of the city. (2004CP Policy 14.5.3)

Chapter 3 Connected Infrastructure

Statewide Planning Goals: Goal 12 Transportation, Goal 11 Public Facilities and Services, Goal 13 (A) Energy

Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Transportation

The 2013 Oregon City Transportation System Plan (TSP) is an ancillary plan to the Comprehensive Plan and serves as the guide for development and management of the City's transportation facilities for the 20-year planning horizon. There are several additional documents and projects that have been added to the TSP since 2013, such as the Linn Avenue, Leland Road & Meyers Road Corridor Plan, the McLoughlin-Canemah Trail Plan, and alternate mobility targets for the intersection of Highway 213 and Beaver Creek Road. The TSP provides a framework for:

- The roadway system, including alignments and classifications
- Design standards for roadways, based on classification
- Planning and design for multi-modal transportation that emphasizes non-vehicle modes of travel
- Rail and air transportation considerations
- Marine transportation related to the Willamette and Clackamas Rivers, both for commercial and recreational uses
- Information technologies to improve the overall transportation system function and efficiency
- Parking demand management, maintenance, and metering

In 2017, Oregon City prepared a Transportation Demand Management Plan (TDM) to examine opportunities and challenges related to parking, access, and transportation systems in the vicinity of Willamette Falls and downtown Oregon City. The document highlights recommended strategies and a general phasing plan for those strategies to help the City plan for redevelopment of the site, leverage existing opportunities, and mitigate potential impacts to the transportation system.

Public Facilities and Services

Oregon City is committed to providing its residents with safe and accessible public services that are developed in a timely, orderly, and efficient manner and contribute to Oregon City's quality of life. The City is served by the following types of public facilities and services, provided by the City or other entities:

- Wastewater collection and treatment, water distribution, and stormwater management
- Solid waste disposal
- Transportation infrastructure

- Fire protection and emergency services
- Police protection
- Electricity, gas and telecommunications
- Health care
- Education, Library
- Parks and recreation

The City plans for, and regulates, many public facilities and services through master plans and public works design standards and specifications. This guides public investments and capital improvement projects. Funding for these public facilities and services is done in a number of ways:

- The General Fund is a limited revenue source from property taxes and shared by a multitude of other governmental agencies and special districts.
- Urban Renewal funding comes from designating specific areas as deficient in assessed values and development ability and creating a plan for increasing property tax values and revenues through public infrastructure improvements and private development incentives. The Urban Renewal tax mechanism affords municipalities the opportunity to collect revenues for highly needed, value-based improvements for which other resources are insufficient. The improvements, in turn, provide a higher tax base for future City budgets.
- The Capital Improvement Program provides a detailed financial analysis of proposed projects. It is generally a short-term plan (one to five years) for public facility improvements and extension.
- Special levies or bond issues can be submitted to voters to raise funds for specific projects. These tools have traditionally been used for large projects such as school funding, construction or purchase of recreational facilities, and sewer or water system replacement.
- Grants may be available for many projects meeting certain federal and/or state guidelines.
- Local Improvement Districts (LIDs) are useful for many projects deemed necessary for small areas.
- User fees can be assessed for many services. Water, wastewater, stormwater, street maintenance, power, gas, telephone, garbage removal, health services, and some governmental services (courts and permit issuance) can be funded in this manner.
- System development charges (SDCs) are collected when building permits are issued and are used to construct infrastructure required to serve new development and growth of system needs. The SDC is directly related to the Capital Improvement Program for transportation, water, wastewater, stormwater, and parks.
- Tax increases may also be used, although they are usually insufficient and highly unpopular.
- Zoning, subdivision control, site plan review. Although funding is not directly addressed, many planning mechanisms, including zoning, subdivision control, site plan review, and others are used to require or encourage installation of many public facilities and services.
- Better coordination of services and improved operating efficiency are highly desirable, when possible.
- Builders and residents. The cost of public facilities serving new developments should be borne as much as possible by builders and residents of developments. Development proposals should be approved only if the vital public facilities necessary for additional land development and population growth are existing or committed.

Energy

Oregon City recognizes that energy consumption is affected by many factors – land use patterns, placement of buildings, modes of transportation, protection of natural resources, and many others. The City is committed to energy conservation, particularly as the cost of non-renewable energy sources continues to increase and renewable sources become more prominent and available. The Willamette River is one such source of renewable energy; currently, the Willamette Falls Hydroelectric Project generates about 122 million kilowatt-hours per year – enough to power about 11,000 homes.

The goals and strategies of the OC2040 Plan emphasize the following types of energy conservation methods:

- Land use techniques, particularly promoting mixed-use development to make efficient use of land and reduce distances between homes and daily destinations.
- Transportation elements that emphasize efficiency of the system and use of alternative modes of travel (biking, walking, rolling).
- Promoting sustainable building practices and use of sustainable materials.
- Incentives for projects that utilize energy conservation practices.

Goal 1

Provide a safe, comfortable, and accessible transportation network that serves all modes of travel, including non-motorized modes.

Policies:

- 1) Plan for and develop multi-modal connectivity throughout Oregon City, with an emphasis on access to community services, amenities, and key points of interest.

Strategies:

- a) Make investments to accommodate multi-modal traffic as much as possible to include bike lanes, bus turnouts and shelters, sidewalks, etc., especially on major and minor arterial roads, and in regional and employment centers. (2004CP Policy 11.6.1)
- b) Provide an interconnected and accessible street system that minimizes vehicle miles traveled and inappropriate neighborhood cut-through traffic. (2004CP Policy 12.3.1)
- c) Ensure the adequacy of travel mode options and travel routes (parallel systems) in areas of congestion. (2004CP Policy 12.6.3)
- d) Identify and prioritize improved connectivity throughout the city street system. (2004CP Policy 12.6.4)

- 2) Reduce Oregon City's carbon footprint by supporting and emphasizing non-motorized modes.

Strategies:

- a) Provide an interconnected and accessible pedestrian system that links residential areas with major pedestrian generators such as employment centers, public facilities, and recreational areas. (2004CP Policy 12.3.2)
- b) Provide a well-defined and accessible bicycle network that links residential areas, major bicycle generators, employment centers, recreational areas, and the arterial and collector roadway network. (2004CP Policy 12.3.3)

- c) Construct bikeways and sidewalks and require connectivity of these facilities to reduce the use of petroleum-fueled transportation. (2004CP Policy 13.2.5)

- 3) Promote safety by implementing street design that equally considers and serves non-motorized and motorized users.

Strategies:

- a) Identify and implement ways to minimize conflict points between different modes of travel. (2004CP Policy 12.5.2)
- b) Improve the safety of vehicular, rail, bicycle, and pedestrian crossings. (2004CP Policy 12.5.3)

- 4) Ensure transportation investments are equitably applied across Oregon City neighborhoods.

Strategy:

- a) Ensure efficient use of local transit by providing frequent, reliable links between the land uses and community associated with the Hilltop, Downtown, the Hospital, the Beavercreek educational and employment centers, and the adjacent neighborhoods. (2004CP Policy 12.4.3)

- 5) Support opportunities for safe, affordable, and accessible transit service, including regional efforts to expand public transportation networks.

Strategies:

- a) Promote and encourage a public transit system that ensures efficient accessibility, mobility, and interconnectivity between travel modes for all residents of Oregon City. (2004CP Policy 12.3.5)
- b) Explore options for better connections throughout the region through Transportation System Plan updates and projects (OC2040)

- 6) Improve public parking programs and transportation demand management in downtown Oregon City while managing impacts to adjacent residential areas.

Goal 2

Ensure public utilities and infrastructure are maintained and improved to adequately serve all existing areas of Oregon City and can be extended to serve newly developing areas in a logical and fiscally responsible manner.

Policies:

- 1) Regularly update all City infrastructure and utility master plans.
- 2) Adjust system development charges to ensure the benefit of new development is captured while impacts to the system are proportionally shared.
- 3) Ensure public infrastructure investments are equitably applied across Oregon City neighborhoods.

Strategies:

- a) Implement the City's wastewater policies through the City of Oregon City Sanitary Sewer Master Plan. (2004CP Policy 11.2.5)
- b) Plan, operate and maintain the water distribution system for all current and anticipated city residents within its existing Urban Growth Boundary and plan strategically for future expansion areas. (2004CP Policy 11.3.1)
- c) Plan, operate, and maintain the stormwater management system for all current and anticipated city residents within Oregon City's existing Urban Growth Boundary and plan strategically for future

expansion areas. (2004CP Policy 11.4.1)

- d) Identify neighborhoods that are underserved by transportation and other infrastructure investments to ensure equitable future investments. (OC2040)

- 4) Increase resiliency to climate change, natural hazard events, and cyber intrusions in public utility infrastructure.
- 5) Coordinate City-wide communication and outreach efforts around utility rates and other operational changes.
- 6) Support public-private partnerships to expand availability of highspeed internet service City-wide.

Strategy:

- a) Encourage development of broadband networks in street rights-of-way in a coordinated way to provide state-of-the-art technology to residents. (2004CP Policy 11.7.4)

Goal 3

Serve the health, safety, and welfare of all Oregon City residents through provision of comprehensive public facilities and services.

Policies:

- 1) Seek and support opportunities to increase access to digital communications for all Oregon City residents and businesses.
- 2) Maintain a high level of police and fire protection in all areas of the city.
- 3) Support and promote emergency preparedness and climate change resiliency efforts and programs.
- 4) Coordinate with service providers to ensure high levels of public utility and infrastructure service.

Strategy:

- a) Work with the Tri-City Service District to provide enough collection capacity to meet standards established by the Oregon Department of Environmental Quality (DEQ) to avoid discharging inadequately treated sewage into surface water. (2004CP Policy 11.2.3)
- 5) Pursue adequate funding to pay for public facilities and services.

Strategies:

- a) Enhance efficient use of existing public facilities and services by encouraging development at maximum levels permitted in the Comprehensive Plan, implementing minimum residential densities, and adopting an Accessory Dwelling Unit Ordinance to infill vacant land. (2004CP Policy 11.1.6)
- b) Provide incentives for private sector contributions to multi-modal transportation links and facilities, for example, establishing new standards in the zoning code. (2004CP Policy 12.8.3)

Goal 4

Promote and support energy conservation, sustainability, and resiliency through best practices in infrastructure planning, operations, and management.

Policies:

- 1) Identify and seek opportunities for sustainable practices in management and operation of public facilities and services.
 - a) Support development on underdeveloped or vacant buildable land within the city where public facilities and services are available or can be provided and where land-use compatibility can be found relative to the environment, zoning, and Comprehensive Plan goals. (2004CP Policy 11.1.4)
 - b) Adopt a progressive water rate structure that will encourage water conservation. (2004CP Policy 11.3.4)
 - c) Wherever possible, design and develop public facilities to take advantage of solar energy, develop co-generation, and conserve energy in operations and public access. (2004CP Policy 13.1.4)
- 2) Continue to implement green, sustainable, and low-impact approaches to stormwater management.

Strategy:

- a) Ensure parking lot designs that mitigate stormwater impacts. Take measures to reduce waterflow and increase water absorption using bioswales, vegetated landscaped islands with curb cuts to allow water inflow, and tree planting. (2004CP Policy 11.3.4)
- 3) Prioritize street design in new development and redevelopment that implements localized stormwater treatment and other sustainable practices.

Strategy:

- a) Increase the use of bioswales for stormwater retention where practical. (2004CP Policy 11.4.2)
- 4) Coordinate infrastructure to support the equitable development of climate-friendly neighborhoods³.

Strategies:

- a) Promote mixed-use development, increased densities near activity centers, and home-based occupations (where appropriate). (2004CP Policy 13.2.1)
- b) Create commercial nodes in neighborhoods that are underserved to reduce vehicle miles traveled. (2004CP Policy 13.2.2)
- c) Plan for complementary mixed uses when considering annexation of new, under- or undeveloped areas so that new urban residential areas have closer access to jobs and services. (2004CP Policy 13.2.3)
- 5) Support opportunities to increase densities near activity and transit centers.

Strategies:

- a) Support mixed uses with higher residential densities in transportation corridors and include a consideration of financial and regulatory incentives to upgrade existing buildings and transportation systems. (2004CP Policy 12.1.3)

³ DLCD defines Climate-Friendly Areas as an area where residents, workers, and visitors can meet most of their daily needs without having to drive. They are urban mixed-use areas that contain, or are planned to contain, a greater mix and supply of housing, jobs, businesses, and services. These areas are served, or planned to be served, by high quality pedestrian, bicycle, and transit infrastructure to provide frequent, comfortable, and convenient connections to key destinations within the city and region. (Retrieved July 21, 2022 from:

<https://www.oregon.gov/lcd/LAR/Documents/SixPageOverview.pdf>)

- b) Promote light rail that serves Oregon City and locate park-and-ride facilities at convenient neighborhood nodes to facilitate access to regional transit. (2004CP Goal 12.4)

Chapter 4 Protected Environment

Statewide Planning Goals: Goal 8 Parks and Recreation, Goal 5 (B) Natural Resources, Goal 7 Natural Hazards, Goal 15 Willamette River Greenway

Background Information

The following background summary presents information about current conditions, assets and trends specific to the statewide planning goals applicable to Oregon City and captured by the topics of this theme.

Parks and Recreation

Oregon City has a variety of parks, trails and open space governed by a Parks and Recreation Master Plan (2008). Currently in the process of being updated (2022), the Plan serves as a guide to implementing Oregon City's goal of providing a broad range of parks and recreational spaces, activities, and programs to meet the current and future needs of its residents. The plan emphasizes the unique assets in Oregon City and identifies opportunities to further leverage those assets and build new ones. A set of mission statements provides the framework for the plan and will also serve as a starting point for new OC2040 goals and strategies that are developed for this project. Those mission statements are:

- Strengthen community image and sense of place, promote cultural unity
- Protect and preserve natural and cultural resources
- Foster social, intellectual, physical and emotional development
- Strengthen safety and security in park and recreation spaces
- Support economic development
- Provide educational experiences through recreation
- Promote health, wellbeing, and community problem solving
- Be good stewards of public resources

In addition, the City adopted a Trails Master Plan in 2004. The Plan proposes the development of a hierarchical trail system that integrates regional trails, community trails, and local trails in a series of loops. The Plan recommends improvements that will upgrade the existing system where needed, fill in the missing gaps, and connect to significant environmental features, schools, public facilities, local neighborhoods, and business districts in Oregon City and throughout the region.

Natural Resources

Oregon City enjoys a richness of natural resources and a topography that provides scenic views and sites that create a sense of place and civic identity for residents and visitors. The City strives to identify, enhance and protect its natural and scenic resources to ensure their continued existence and contribution to Oregon City's character and livability. This includes the protection of wetlands, streams, water quality, and vegetation (trees and riparian corridors), as well as air, water, and land quality. While air quality standards are established by the Oregon Department of Environmental Quality, Oregon City is committed to meeting those standards and to promoting land use and transportation practices that contribute to better air quality (reduction in vehicle miles, for example).

Water resources critical to Oregon City's residents include:

- Willamette and Clackamas Rivers
- Tributaries of Abernathy, Newell, and Beaver Creeks
- Various bogs and wetlands
- Groundwater supply under the City

Natural resources are inventoried and protected through the City's Natural Resource Overlay District, Chapter 17.49 of the Zoning Code which discourages development within vegetated corridors associated streams and wetlands; the Geologic Hazards Overlay District in Chapter 17.44 which reviews development on slopes and in landslide areas; the Flood Management Overlay District in Chapter 17.42 which protects development within the floodplain and recently flooded areas; and implementation of the City's National Pollutant Discharge Elimination System (NPDES) permit which includes processes related to stormwater.

With Oregon City situated along the banks of the Willamette River, the City is also subject to statewide rules governing the waterway. In 1973, the Oregon State Legislature designated the Willamette River Greenway (WRG) to protect approximately 300 miles of greenway along the Willamette River from Eugene to the confluence with the Columbia River. The intent was to protect the corridor's natural, scenic and recreational qualities and to preserve its historical sites, structures, facilities, and objects for education and enjoyment. Oregon City complies with statewide rules through specific standards and regulation for development within the WRG that are established in the Willamette River Greenway Overlay District, Chapter 17.48 of the Oregon City Zoning Code.

Natural Hazards

Oregon City is subject to a number of natural hazards. The City works to minimize the risks and impacts of natural hazards by limiting development in areas where hazardous events are most likely to occur and by working with the residents of these areas

Oregon City was incorporated into Clackamas County's Natural Hazards Mitigation Plan in 2009. Since that time, Clackamas County adopted a new Clackamas County Natural Hazards Mitigation Plan in 2012 and 2019. The latest Oregon City Addendum to the NHMP was approved by FEMA on September 25, 2019. The plan describes potential hazards in Oregon City, lists goals, objectives and mitigation measures, and describes an action plan. The plan also contains maps of the 100-year and 1996 flood areas, potential landslide areas, relative earthquake hazard, and the location of hazardous materials, natural gas pipelines, and essential facilities. The most prominent hazards that face Oregon City include:

- *Flooding:* most flooding in Oregon City is the result of overflows of one or more of its three major streams—the Willamette River, Clackamas River, and Abernethy Creek—although localized, minor flooding can occur during storms. Flooding is most likely between October and April and generally results from a series of heavy rainfall events that can be aggravated by concurrent snowmelt in the watershed.
- *Unstable Soils:* unstable soils are types of soils or soils in locations, such as on steep slopes, that are not stable enough to support development, and may be hazardous to surrounding uses. Areas of unstable foundation soils have been mapped for Oregon City and the City has a Geologic Hazards Overlay District to provide "safeguards in connection with development on or

adjacent to steep hillside and landslide areas and other identified known or potential hazard areas, thereby preventing undue hazards to public health, welfare and safety.”

- **Seismic Activity:** Oregon is in a region with a history of intense seismic activity. The most hazardous area coincides with the most severe flood-prone area north of Abernethy Creek, due primarily to the alluvial soil and high-water table that are most vulnerable to liquefaction during an earthquake. Areas in the McLoughlin neighborhood and on the Hilltop are far less vulnerable to groundshaking because they are underlain by basalt flows with little soil cover.
- **Wildfires:** dry summers, dense vegetation, and the invasion of non-native weeds in parts of Oregon City make the community vulnerable to wildfires. Wildfires are particularly likely in areas with steep slopes and limited groundwater, leading to dry vegetation in late summer, where there is combustible brush or debris, and where structures with flammable exterior materials are present. Oregon City’s vulnerability to wildfires is greater in areas of “wildland-urban interface,” where dwellings are in the middle of heavily treed or vegetated areas and where steep, vegetated terrain can contribute to a “chimney effect” as fires burn uphill. The same conditions could apply to areas near Waterboard Park, Canemah Bluffs, Park Place, and canyons such as Singer Creek and Newell Creek.
- **Wind and Ice Storms:** in fall and winter, major storms from the Pacific Ocean bring high winds to the Oregon coast but are generally moderated by the time they reach Oregon City. However, some storm events result in damaging high winds, freezing rain and ice storms throughout western Oregon, which can result in loss of life and property damage. These storms affect the entire City but damage can be more severe where trees are blown over and trees limbs droop onto power and telephone lines. Electrical power service can be interrupted because of downed lines, which can lead to additional safety and comfort complications for the City and for residents. Traffic signals, emergency communications, roads, and other public facilities are especially vulnerable.
- **Volcanic Activity:** Oregon City’s landscape was shaped by volcanic activity; much of Oregon City lies on a series of basalt flows that resulted from volcanic eruptions many thousands of years ago. While volcanic events are rare, they can occur at any time and with enormous force. It is unlikely that Oregon City would be directly affected by a volcanic eruption in the region. More likely are secondary effects from airborne ash that would severely affect air quality. Ash, mudflows, and pyroclastic flows would affect the Clackamas River watershed, thus potentially compromising the supply of water for Oregon City and West Linn.

Goal 1

Provide and maintain a comprehensive system of parks, trails, natural resource areas, and recreation amenities that is accessible to residents of all ages and abilities, enhances the environmental and aesthetic quality of the community, and encourages healthy living.

Policies:

- 1) Provide additional parklands to adequately serve the City’s current and estimated future population based on adopted service levels and community needs.

Strategies:

- a) When property adjacent to an existing neighborhood or community park becomes available, consider

adding property to the park and developing it to meet the current needs of existing neighborhoods. (2004CP Policy 8.1.2)

- b) Identify and protect land for parks and recreation within the Urban Growth Boundary. (2004CP Policy 8.1.12)
- c) Require or encourage developers to dedicate park sites as part of the subdivision review process. When possible, require or encourage developers to build parks to City standards and give them to the City to operate and maintain. (2004CP Policy 8.1.14)

2) Provide equitable distribution of parks and trails across the city.

Strategies:

- a) Ensure the adequacy of pedestrian and bicycle connections to local, county, and regional trails. (2004CP Policy 12.3.4)
- b) Ensure adequate park and trail development in high density development and neighborhoods lacking access to these amenities (OC2040)

3) Provide a network of signage and trails to enhance connections within parks, and between parks, neighborhoods, and public amenities.

4) Reduce barriers to park use and improve safety and accessibility of parks resources for all users, regardless of ability, comfort level, or native language.

Strategies:

- a) Manage open space areas for their value in linking citizens and visitors with the natural environment, providing solace, exercise, scenic views and outdoor education. Built features in open space sites should harmonize with natural surroundings. (2004CP Policy 5.1.2)

Goal 2

Conserve, protect, and enhance the function, health, and diversity of the City's natural resources and ecosystems.

Policies:

- 1) Develop and adopt a Climate Action Plan for Oregon City (OC2040)
- 2) Implement site development and design practices that incorporate natural ecosystem enhancement, minimize impacts on natural resources, and avoid degradation or loss of wetlands, watershed, and habitat.

Strategies:

- a) Adopt and/or establish standards for all new development that promote the use of pervious surfaces and prevent negative ecological effects of urban stormwater runoff on streams, creeks and rivers. (2004CP Policy 5.4.13)
- b) Encourage use of native and hardy plants such as trees, shrubs and groundcovers to maintain ecological function and reduce maintenance costs and chemical use. (2004CP Policy 5.4.18)

3) Bolster efforts to reduce landfill demand through re-use, recycling, and composting methods.

Strategy:

- a) Commit to long-term sustainability and recognize the link between reduction of solid waste, reuse and recycling of materials, and protection of natural resources. (2004CP Policy 11.5.3)

- 4) Protect and enhance the urban forest tree canopy.

Strategy:

- a) Encourage the maintenance and improvement of the city's tree canopy to improve air quality. (2004CP Policy 6.1.4)

- 5) Support water conservation and storm water management efforts within the Willamette Basin.

Strategies:

- a) Prevent erosion and restrict the discharge of sediments into surface- and groundwater by requiring erosion prevention measures and sediment control practices. (2004CP Policy 6.2.1)
- b) Where feasible, use open, naturally vegetated drainage ways to reduce stormwater and improve water quality. (2004CP Policy 6.2.2)

- 6) Promote outdoor lighting that is designed to reduce the negative impacts of light pollution.

Strategies:

- a) Encourage new developments to provide even and energy-efficient lighting that ensures safety and discourages vandalism. Encourage existing developments to retrofit when feasible. (2004CP Policy 6.3.2)
- b) Adopt lighting practices in streets and other public facilities, and encourage them in private development, that reduce glare, light pollution, light trespass, and energy use, while maintaining even lighting ensuring good visibility and safety for the public. (2004CP Policy 11.7.3)

- 7) Support programs and methods that will improve air quality in Oregon City.

Strategy:

- a) Promote land-use patterns that reduce the need for distance travel by single-occupancy vehicles and increase opportunities for walking, biking and/or transit to destinations such as places of employment, shopping and education. (2004CP Policy 6.1.1)

- 8) Protect the Clackamas and Willamette Rivers and their tributaries including Newell Creek as the centerpieces of Oregon City's natural environment.

Strategies:

- a) Conserve open space along creeks, urban drainage ways, steep hillsides, and throughout Newell Creek Canyon. (2004CP Policy 5.1.1)
- b) Encourage preservation over mitigation when making decisions that affect wetlands and a "no net loss" approach to wetland protection. (2004CP Policy 5.4.7)

- 9) Establish, restore, and maintain a network of connected wildlife habitat corridors.

Strategy:

- a) Conserve natural resources that have significant functions and values related to flood protection, sediment and erosion control, water quality, groundwater recharge and discharge, education, vegetation and fish, and wildlife habitat. (2004CP Policy 5.4.8)

Goal 3

Ensure the safety of residents and property by supporting plans, programs, and investments that minimize the impacts of future natural hazard events and aid in rapid response and recovery.

Policies:

- 1) Utilize public-private partnerships to educate residents on the importance of community hazard planning and resilience.
- 2) Restrict development in unsafe areas and where development would increase hazard impacts, such as steep slopes, landslides, wetlands, streams, and floodplains.

Strategies:

- a) Protect existing development from natural hazards through mitigation measures identified in the Clackamas County Hazard Mitigation Plan. (2004CP Policy 7.1.2)
- 3) Invest in retrofits and infrastructure redundancies to minimize service losses during an extreme weather or natural hazard event.

Strategy:

- a) Require local service lines in new subdivisions be placed underground. (2004CP Policy 11.7.1)
 - 4) Prioritize restoration of critical services following a natural hazard event.
- Strategy:
- a) Ensure that key public facilities (emergency service) are located outside recognized hazard areas. (2004CP Policy 7.1.4)
 - b) Ensure that key public services, such as water and sewer; and key public facilities such as police, fire, and hospital structures have the capability to back-up electricity during emergencies. (2004CP Policy 7.1.12)
 - 5) Collaborate with adjacent jurisdictions to coordinate emergency communication systems and distribution of resources in the event of an emergency or natural disaster.

Goal 4

Ensure the environmental and economic health of the Willamette River Greenway (WRG) as a key feature of Oregon City and the broader region

Policies:

- 1) Protect the significant fish and wildlife habitat of the Willamette River by maximizing the preservation of trees and vegetative cover. (2004CP Policy 15.1.1)
- 2) Preserve major scenic views, drives and sites of the WRG. (2004CP Policy 15.1.2)
- 3) Encourage access to and along the river consistent with the Oregon City Park and Recreation Master Plan. (2004CP Policy 15.1.3)
- 4) Restrict new substations and power line towers in the WRG and river view corridor. (2004CP Policy 15.1.4)
- 5) Protect and maintain parks and recreation areas and facilities along the Willamette River to minimize effects in the WRG, in accordance with the Oregon City Park and Recreation Master Plan. (2004CP Policy 15.1.5)



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: 09/07/2022

SUBJECT:

First Reading of Ordinance No. 22-1005, Potential Code Change Adding an Abandoned or Vacant Property Registry.

STAFF RECOMMENDATION:

Consideration and approval of attached Abandoned or Vacant Property Registry

EXECUTIVE SUMMARY:

Staff is presenting an Abandoned or Vacant Property Registry at Commission Request. This registry would require owners of vacant properties to register such a property with the City, along with other obligations related to maintenance and security.

An annual fee structure would be established by the Commission and added to the Oregon City Fee Schedule.

BACKGROUND:

Over the years, Oregon City has seen a number of properties that have remained vacant. Such properties can create attractive nuisances that affect the livability of the City. At the direction of the Commission, City staff have looked at codes in other cities and drafted a code that would satisfy the requirements as directed by the Commission. The attached draft has been vetted by the City Attorney. During the commission presentation, staff will additionally be requesting a recommendation for an annual fee structure.

OPTIONS:

1. Approve the Abandoned or Vacant Property code as written.
2. Deny approval and have staff return with requested changes.
3. Deny approval.

ORDINANCE NO. 22-1005

**AN ORDINANCE OF THE CITY OF OREGON CITY ESTABLISHING AN
ABANDONED OR VACANT PROPERTY REGISTRY**

WHEREAS, The City of Oregon City puts a priority on neighborhood livability; and abandoned or neglected properties can create chronic nuisances and other problems that have a negative effect on livability; and

WHEREAS, Oregon City Code Enforcement and Police employees often have a difficult time finding contact information for owners of abandoned nuisance properties when responding to complaints; and

WHEREAS, a City required registry would require owners of abandoned or vacant properties to register and maintain these properties and post local contact information at the property for use by City employees responding to nuisance complaints; and

WHEREAS, The City Commission requested staff prepare an ordinance and implementing code language to provide additional tools to address abandoned and neglected properties that exist in the City.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

- Section 1.** The City hereby amends the portions of the existing Oregon City Municipal Code Title 15 Building and Construction to include a new chapter, titled Chapter 15.11 DISTRESSED RESIDENTIAL PROPERTY, which is attached hereto as Exhibit A.
- Section 2.** The property registry Fee Schedule, as determined by the City Commission, shall be adopted, and may be amended as necessary, by Resolution.
- Section 3.** Severability. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.
- Section 4.** Effectiveness. This Ordinance shall take effect 30 days from the date of adoption.

Read for the first time at a regular meeting of the City Commission held on the 7th day of September, 2022, and the City Commission finally enacted the foregoing ordinance this 21st day of September, 2022.

DENYSE C. MCGRUFF
Commission President

Attested to this day of ,

Approved as to legal sufficiency:

Jakob Wiley, Assistant City Recorder

City Attorney

Chapter 15.11 DISTRESSED RESIDENTIAL PROPERTY

15.11.010 Definitions.

The following definitions apply to Sections 15.11.010 to 15.11.080 unless inconsistent with the context:

“Abandoned Residential Property” means:

1. Residential property that is both vacant and subject to either a pending judicial execution sale under ORS 18.901 et seq., or to non-judicial foreclosure pursuant to ORS 86.740 to 86.755; or
2. Residential property that is both vacant and was the subject of either a judicial execution sale under ORS 18.901 et seq., or non-judicial foreclosure pursuant to ORS 86.726 et seq where legal title is retained by the beneficiary(ies) of a foreclosed trust deed or was otherwise transferred to beneficiary(ies) pursuant to a deed in-lieu of foreclosure.

“Foreclosed Residential Property” means residential property an owner obtains as a result of:

1. Foreclosing a trust deed on the residential property;
2. Obtaining a judgment foreclosing a lien on the residential property; or
3. Purchasing the residential property at a trustee’s sale or a sheriff’s sale.

“Local” means within thirty (30) road/driving miles distance of the city of Oregon City.

“Manager” means the city manager or authorized designate thereof.

“Owner” means any natural person, partnership, association, corporation, or other entity identified as having or claiming a lien interest either as a mortgagee under a mortgage or as a trustee and/or beneficiary under a trust deed in abandoned residential property or vacant foreclosed residential property.

“Residential Property” is property as defined in ORS 18.901.

“Vacant” means condition(s) indicative of residential property being uninhabited, vacant, or abandoned including, but are not limited to:

1. Visibly overgrown and/or dead vegetation at the property;
2. Accumulation of newspapers, circulars, flyers and/or mail;
3. Visible accumulation of trash, junk and/or debris;
4. Absence of typical household furnishing consistent with active residential habitation; and/or
5. Statements by neighbors, delivery agents or government employees that the property is uninhabited or vacant.

15.11.020 Registration, security and maintenance obligations.

All owners of abandoned residential property and vacant foreclosed residential property are obligated to continuously comply with the requirements imposed by Sections 15.11.030 to 15.11.060.

15.11.030 Registration requirement—Information required—Change in ownership.

A. Residential property shall be registered by the owner(s) thereof with the city recorder in the event:

1. Of an anticipated judicial foreclosure of the property, no earlier than the commencement of any of the actions described by ORS 18.904, 18.906, 18.908 and not later than the date first set for the execution sale described in ORS 18.930;
2. Of an anticipated non-judicial foreclosure of the property done pursuant to ORS 86.726 et seq not later than the date of service or mailing of the notice of sale described in ORS 86.764; or
3. An owner receives written notice from the city manager that the city manager believes the residential property is vacant.

B. Each registration shall be on a form approved by the city recorder and contain at a minimum the following:

1. The name of the trustee or mortgagee;
2. If applicable, the name of the beneficiary (if different from the trustee) under the trust deed;
3. The street/office mailing address(es) of the trustee/mortgagee and if there is one, the beneficiary under the trust deed;
4. The name, mailing address and contact information of a local individual or entity charged with responsibility by the trustee, mortgagee and/or beneficiary for ensuring compliance with the obligations imposed by Sections 15.11.030 through 15.11.050.

C. The registration form shall notify owners of their obligations with respect to maintenance, security and inspection and by signing the form, the owners acknowledge that should an owner fail to comply with these requirements, after being given the opportunity to come into compliance, the city may enter the property and cause the identified failures to be corrected subject to the terms set forth in Section 15.11.070.

D. Each registration shall be accompanied by payment of a registration fee which amount is to be set by commission resolution. In the event residential property subject to the registration requirement imposed by the terms of Section 15.11.020 remains in a state subject thereto for more than three hundred sixty (360) days, an additional fee may be imposed each thirty (30) days thereafter for the period the property remains either abandoned residential property or vacant foreclosed residential property. Said fee, if unpaid, shall be made an assessment lien on the property and recorded as such in the city's lien docket.

E. The city recorder shall maintain a current list of registered residential properties.

F. In the event ownership of a registered residential property changes, notice of the change shall be provided to the city recorder's office no later than thirty (30) days after the change becomes effective.

G. Registered residential property may be removed from the registry at the written request of the owner indicating that the property is no longer vacant.

15.11.040 Maintenance obligations.

A. The owners of residential property either determined to be or registered as abandoned residential property or vacant foreclosed residential property shall cause said property to be maintained in a generally kempt condition generally found on surrounding occupied residential property and free of

weeds, dead vegetation, graffiti, trash, accumulated newspapers, circulars, flyers, discarded personal items and other items/conditions that give the appearance the property is vacant or abandoned.

B. In the event there is an outdoor pool and/or spa at an abandoned residential property or a vacant residential property, it/they shall either be kept in working order or drained and kept dry.

15.11.050 Security obligations.

A. The owners of residential property determined to be or registered as abandoned residential property or vacant foreclosed residential property shall cause said property to be secured (including closure and locking of windows, doors, gates, and other opening(s) allowing access to the dwelling) and thereafter maintained so as not to be readily accessible to unauthorized persons.

B. Residential property subject to subsection A shall be continuously posted with a notice (printed and legible with a font size no less than 14 point) listing the name and contact information of the local individual or entity identified in the city's registration form along with the following phrases completed with the appropriate identification and contact information.

“THIS PROPERTY MANAGED BY _____.”

“TO REPORT PROBLEMS OR CONCERNS CALL _____.”

The posting shall be placed either on the interior of the dwelling or secured to the exterior of the dwelling. Exterior posting must be constructed of and printed on weather resistant materials. Either posting shall be made visibly accessible.

15.11.060 Inspection obligation.

The local individual or entity identified in the registration required by Section 15.11.030 shall cause to be inspected or inspect the property not less than monthly to ensure the requirements imposed by the terms of Sections 15.11.040 to 15.11.050 are met.

15.11.070 City authorized to act—Additional authority—Enhanced penalty.

A. In the event the city manager believes, based on a visual inspection accomplished from a public right-of-way, that an owner has failed to meet any or all of the registration, maintenance, security and inspection mandates of this chapter, the city manager shall send notice of said failure to the owner at the address listed on the county's tax rolls maintained consistent with ORS 311.560 or at such other address as may be known to the city manager. The notice shall set out the nature of the failure(s) to be corrected, giving the owner not less than fourteen (14) working days from the date of the notice to correct them.

B. In the event the owner fails to remedy the matters within the time set out in the notice (or make, in the city manager's reasonable view, adequate arrangements otherwise) the city may then seek a warrant from the municipal court or any court with competent jurisdiction to enter the property and cause said failures to be corrected, charging the costs thereof to the property as an assessment lien to be recorded in the city's lien docket. All said liens may be enforced consistent with the terms of ORS 223.505 to ORS 223.595.

C. In addition to authority afforded the city manager under the terms of this section, the city manager may also seek to obtain compliance with and/or enforce the terms of this chapter as may be otherwise allowed using remedies and enforcement mechanisms provided for either in the City of Oregon City Municipal Code or in state law.

D. If the city manager reasonably believes an owner's failure to comply with the requirements of this chapter is willful or purposeful, the city manager may authorize appropriate enforcement personnel to seek an enhanced penalty of up to one thousand dollars (\$1,000.00) per day in addition to the general penalty provided for in Section 1.20.090 of this code either in the municipal court or in any court with competent jurisdiction.

15.11.080 Appeals.

A. In the event an owner is notified that residential property under their ownership is subject to the terms of this chapter but believes the property should not be or the owner disagrees with the city manager determination that maintenance, security and inspection failures exist, they may appeal said determination to the municipal court.

B. Any appeal by an owner shall be:

1. In writing;
2. Received by the municipal court within ten (10) working days of the date of the notice informing the owner that their residential property was subject to this chapter; and
3. Setting out in summary form the basis for their belief that their residential property should not be subject to this chapter.

C. Upon receipt of an appeal, the municipal court shall review the matter and provide the owner an opportunity to give additional information if the court believes additional information could better inform the decision on whether to affirm, deny or modify the notification. After the owner had been given the opportunity to provide additional information, the court shall within ten (10) working days of the receipt of that information, affirm, deny, or modify the notification as to the applicability of this chapter to the residential property in writing. The court's decision is final subject only to judicial review pursuant to a writ of review taken pursuant to ORS 34.010 et seq.

Vacant or Abandoned Property Registration

Jim Band – Police Chief

Vacant Property Registry:

1. The City has seen an increase in vacant properties.
2. The impact of these properties can have a negative impact on livability.
3. Vacant properties are generally not as well maintained as occupied properties and it can be difficult for City staff to find a local contact to address concerns.
4. A registry will clarify expectations of property owners, improve neighborhood livability, and ensure property owners provide a local contact.

What this Registry would require:

Registration would notify owners of their obligations with respect to:

- **Maintenance:** Property must be maintained in “kempt” condition, free of weeds, dead vegetation, graffiti, trash, accumulated newspapers, etc., that give the appearance a property is vacant or abandoned. (Also requires pool/spa to be in working order or drained and kept dry.)
- **Security:** Property must be secured (including closure and locking of windows, doors, gates, etc.) and have a posting with the name and phone number of property manager.
- **Inspection:** Property owner must inspect premises monthly to ensure these requirements are being satisfied.

What Defines A Vacant/Distressed Property?

1. **Abandoned Residential Property means:**

- Residential property that is both vacant and subject to pending judicial sale or foreclosure.
- Residential property that is both vacant and was sold due to judicial order or foreclosure.

2. **Foreclosed Residential Property means:**

- Property that an owner obtained as a result of a foreclosure on a trust deed, obtaining a judgment foreclosing a lien on the property, or purchasing the property at a trustee's sale or a sheriff's sale.

3. **Vacant means:**

- Condition indicative of property being uninhabited or vacant. This includes, but is not limited to overgrown vegetation, accumulations of trash or junk, statements by neighbors, etc.

Would This Apply To A Home Listed For Sale?

- *Only if it is both vacant and subject to sale due to foreclosure.*
- *If it is vacant and has ordinance violations such as overgrown vegetation, solid waste, debris, accumulation of mail/flyers, etc.*

Draft Fee Schedule

City Commission would set Fee Schedule for Registration. The fee can be static or increase annually.

Example Annual Fee Schedule:

- Year 1 - \$ 100
- Year 2 - \$ 200
- Year 3 - \$ 300
- Year 4 - \$ 400
- Year 5+ - \$ 500

-or-

A fixed annual amount.

When Not In Compliance

1. City Code Enforcement will notify property owner of violation(s) and require correction of the violation(s) within 14 days.
2. If the issues are not corrected during compliance period, the case will be sent to the Oregon City Municipal Court for a hearing.
3. The new code provides the judge an option of potential fines up to \$1,000 per day until the property is brought into compliance.
4. There is an appeal process laid out in the proposed code.

Discussion and next steps.

1. Staff need direction whether the Commission wishes to approve this as written or approve with changes.
2. If the Commission wants to approve, then the Fee Schedule needs to be determined.
3. Questions?