



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

AGENDA

Virtual Meeting
Wednesday, June 16, 2021 at 7:00 PM

CITY COMMISSION VIRTUAL EXECUTIVE SESSION:

The City Commission will hold a virtual Executive Session immediately following the regular City Commission meeting. Please contact the City Recorder's office with any questions: recorderteam@orc.org.

- i. PURSUANT TO ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

VIRTUAL MEETING OF THE CITY COMMISSION

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

- *Email at any time up to 12 p.m. the day of the meeting to recorderteam@orc.org.*
- *Phone call (Monday – Friday, 8 am – 5 pm) to 503-496-1505, all messages will be relayed and/or citizens can register to provide over-the-phone testimony during 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.](#) Proclaiming June 19, 2021 as Juneteenth Day in Oregon City

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.](#) Resolution No. 21-32, Authorization of the Tree Recovery Program in Response to the 2021 Winter Storm Damage

[7b.](#) Resolution No. 21-33, Support of a Technical Assistance Grant to Implement Housing Choices Code Update (HB 2001)

[7c.](#) Intergovernmental Agreement Transferring a Portion of Maplelane Court and Maplelane Road from Clackamas County to Oregon City

[7d.](#) Intergovernmental Agreement with Water Environment Services Transferring a Portion of Sanitary Sewer in and near Clackamette Drive to the City of Oregon City

[7e.](#) Personal Services Agreement with Blue Horizons Technical Solutions, Inc. for the Security Systems and Software for the Oregon City Operations Complex (CI 18-009)

[7f.](#) Personal Services Agreement with Friends of Trees for the Tree Recovery Program

[7g.](#) Public Improvement Contract with D & D Concrete and Utilities, Inc. for the Veterans Memorial Plaza Renovation at the Mt. View Cemetery

[7h.](#) Public Improvement Contract with Paul Brothers, Inc. for the Construction of Filbert Run Park

[7i.](#) Management, Supervisory and Confidential Employee Salary Cost of Living Adjustment (COLA) FY 2021-22

[7j.](#) OLCC: Liquor License Application – Distillery, applying as an LLC, Alluvial Beverage Company, LLC, 1625 Washington Street, Suite 101, Oregon City

[7k.](#) Minutes of the May 19, 2021 Regular Meeting

[7l.](#) Minutes of the May 11, 2021 Work Session

[7m.](#) Minutes of the February 23, 2021 Additional City Commission Retreat Meeting

8. PUBLIC HEARINGS

[8a.](#) Request to Continue the Public Works Code Amendments Package #3 (GLUA 20-33, LEG 20-01) to July 21, 2021

9. GENERAL BUSINESS

9a. First Reading of Ordinance No. 21-1010, Amending the Oregon City Municipal Code Chapter 3.20 – Reimbursement Districts.

9b. Second Reading and Final Adoption of Ordinance No. 21-1009, Annexation Code Amendments Title 14, Chapter 14.04 and LEG-21-00001

9c. Resolution No. 21-18, Establishing a Minimum Equivalent Residential Unit Monthly Rate to be Charged for Stormwater Service Provided to Customers Served by Oregon City's Stormwater System

9d. Resolution No. 20-37, Update to the Guidelines for Transportation Impact Analyses

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.oregoncity.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, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

Whereas, word about the signing of the Emancipation Proclamation was delayed some two and one half years, to June 19, 1865, in reaching authorities and African-Americans in the South and Southwestern United States; and

Whereas, Emancipation Day observations are held on different days in different states in the United States, and in other parts of the nation; and

Whereas, June 19th has a special meaning to African-Americans, and is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated for over 150 years; and

Whereas, Juneteenth centered activities have taken place to promote and cultivate knowledge and appreciation of African American history and culture; and

Whereas, Juneteenth is a day of reflection, and a day of renewal. It is a moment in time to appreciate not only the African American experience, it is inclusive of all races, ethnicities and nationalities; and

Whereas, is a day that we can come together as a community to listen, to learn, to refresh the drive to achieve; it is a day where we can come one step closer together to better utilize the energy wasted on racism.

Now, Therefore, I, Rachel Lyles Smith, Mayor of the City of Oregon City, do proclaim

June 19, 2021

as

JUNETEENTH Day in Oregon City

And, urge all citizens to become more aware of the significance of this celebration in African-American History and in the heritage of our nation and City.

In Witness Whereof, I have hereunto set my hand this 16th day of June 2021.

RACHEL LYLES SMITH, Mayor



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 06/16/2021
From: Community Development Director Laura Terway

SUBJECT:

Resolution No. 21-32, Authorization of the Tree Recovery Program in Response to the 2021 Winter Storm Damage

STAFF RECOMMENDATION:

Staff recommends the Commission approve Resolution No. 21-32.

EXECUTIVE SUMMARY:

The damage from the February 2021 ice storm was extensive, resulting in widespread tree loss throughout Oregon City. The City's goal is to work toward restoring our lost tree canopy through a Tree Recovery Program. The City recognizes the burden that the ice storm and COVID-19 has placed on the community and directs \$200,000 towards tree recovery throughout our community. The program also includes waiving the vast majority of tree removal code compliance for trees removed between February and October 2021 as a result of ice storm damage.

Attachments for this item include Resolution 21-32 authorizing the waiver of code compliance requirements and the spending associated with the Tree Recovery Program, a summary of the Tree Recovery Program, and draft content for our public outreach efforts, the first of which is a utility bill insert in July. A contract with Friends of Trees for a large portion of the program budget is included in this meeting's agenda as well.

BACKGROUND:

The damage from the February 2021 ice storm was extensive, resulting in widespread tree loss throughout Oregon City. The City's goal is to work toward restoring our lost tree canopy through a Tree Recovery Program. The City recognizes the burden that the ice storm and COVID-19 has placed on the community and directs \$200,000 towards tree recovery throughout our community. The program also includes waiving the vast majority of tree removal code compliance for trees removed between February and October 2021 as a result of ice storm damage.

TREE REPLANTING AND PRESERVATION EFFORTS

- Planting up to 415 trees in the right of way and in front yards through our typical tree planting program. Trees planted on private property would not require recording a covenant. Anticipated price: \$145,000
- Replacement of approximately 35 trees along main corridors in tree wells and medians. Including removal and stump grinding of dead trees. Anticipated price combining tree funds with public works funds: \$30,000
- Pruning/Community tree workshops. Community tree workshop/Ask the Expert event for the community to ask questions, sign up for a tree, fulfill permitting requirements, and learn about tree species selection. The pruning would be on smaller trees (less than 8 years old or 6" in caliper) and would be done from the ground. Anticipated price for two workshops: \$15,000
- Arborist advice and consultations for trees greater than 18" in diameter. The City will hire arborists to provide tree assessments on a first come, first served basis. Anticipated price: \$15,500
- Tree vouchers for property owners who face replacement requirements – see Code Compliance section. Anticipated price: \$2,500
- Tree Inventory. The Natural Resources Committee (NRC) will initiate a coordinated effort for a city wide, crowd-sourced tree inventory. Anticipated price: \$2,000
- Water bill insert and Trail News insert to advertise program. Anticipated price: \$5,000
- Update of street tree species list (currently being implemented by the Natural Resources Committee) Anticipated price: \$0

The overall budget for this project is \$215,000, \$200,000 from the tree mitigation fund and \$15,000 of additional funding from Public Works for the tree well tree replacement work.

TREE CODE COMPLIANCE

Resolution No. 21-32 waives Code compliance for trees that came down due to the ice storm between February 11, 2021 and October 31, 2021. The resolution includes the following:

- Waiver of requirements for tree permitting and replacement for trees that failed or were removed due to the ice storm, provided the trees were not subject to review for compliance with an overlay district.
- Waiving the fees and streamlining the process for trees subject to an overlay district review. Simplify replacement requirements and create a single application form for all property owners to fill out.
- Waiving the requirements and process for removal of trees on City property set forth in Resolution 20-33, which identifies additional permitting, notification, and other requirements for City removal of significant trees. Instead, public notice of

these tree removals will be posted on a City webpage and a written summary of the tree removal will be provided to the City Commission.

Attachments for this item include a resolution authorizing the waiver of code compliance requirements and the spending associated with the Tree Recovery Program, a summary of the Tree Recovery Program, and draft content for our public outreach efforts, the first of which is a utility bill insert in July.

A contract with Friends of Trees for a large portion of the program budget is included in this meeting's agenda as well.

OPTIONS:

1. Approve Resolution No. 21-32
2. Do not approve the Resolution and provide direction to staff on alternatives

BUDGET IMPACT:

Amount: \$215,000

FY(s): FY 2021-2022 and 2022-2023

Funding Source(s): Tree Mitigation Fund / Public Works Street Fund

RESOLUTION NO. 21-32**A RESOLUTION AUTHORIZING THE USE OF TREE MITIGATION FUNDING FOR A TREE RECOVERY PROGRAM AND AMENDING TREE CODE COMPLIANCE FOR TREES LOST TO THE FEBRUARY 2021 WINTER STORM**

WHEREAS, a severe weather event occurred in the City of Oregon City on Friday and Saturday February 12-13, 2021, consisting of a major winter storm that brought significant snow and icefall to the City; and

WHEREAS, the damage from the winter storm was extensive, resulting in widespread tree loss throughout Oregon City; and

WHEREAS, City Commission recognizes the burden that the ice storm and COVID-19 has placed on the community; and

WHEREAS, the City has adopted authority governing the exercise of emergency powers in Chapter 2.52 of the Oregon City Municipal Code (OCMC) pursuant to the authority granted by the City Charter and ORS Chapter 401; and

WHEREAS, the City is obligated to meet the Statewide planning program requirements related to the Natural Resource Overlay District, the Willamette River Greenway District, and Geologic Hazard Overlay District; and

WHEREAS, the City has a tree mitigation fund that is dedicated to improving the tree canopy throughout the City; and

WHEREAS, the City adopted a policy for removal of significant trees by the City through Resolution 20-33.

NOW, THEREFORE, THE CITY OF OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City waives requirements for tree code compliance for trees that failed or were removed due to the ice storm between February 11, 2021 and October 31, 2021 due to ice storm damage, provided the trees were not subject to review for compliance with an overlay district per Attachment A.

Section 2. For trees removed due to the ice storm within overlay districts between February 11, 2021 and October 31, 2021, the code compliance process is streamlined and simplified, and permit fees are waived per Attachment A.

Section 3. For significant City trees removed due to the ice storm within overlay districts between February 11, 2021 and October 31, 2021, the City waives requirements of Resolution 20-33. Public notice of these tree removals will be posted on a City webpage and a written summary of the tree removal will be provided to the City Commission per Attachment A.

Section 4. The City dedicates \$200,000 of tree mitigation funding to a Tree Recovery Program, which includes the planting of up to 450 trees, tree maintenance and education, and tree risk assessment services per Attachment A.

Approved and adopted at a meeting of the City Commission held on the 16th day of June 2021.

RACHEL LYLES SMITH,
Mayor

Attested to this 16th day of June 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Attachment A: Tree Recovery Program, Restoring Tree Canopy Damage from the 2021 Ice Storm



Tree Recovery Program

Restoring Tree Canopy Damage from the 2021 Ice Storm

Program Summary: Implemented over the 2021-2023 Biennium

TREE REPLANTING AND PRESERVATION EFFORTS

- Planting. Planting up to 415 trees in the right of way and in front yards through our typical tree planting program. Trees would be planted primarily within the public right-of-way, within the front yard of private properties (without a covenant), or on City property. Trees will be allocated on a first come basis, with those who self-reported trees to the City first in line. Additional spaces will be considered if the program is unable to utilize the trees allocated. Anticipated price: \$145,000
- Planting in Tree Wells. Replacement of approximately 35 trees along main corridors in tree wells and medians. Including removal and stump grinding of dead trees. Anticipated price: \$15,000 from the tree mitigation fund and \$15,000 from Public Works
- Pruning Event and/or Ask the Expert/Community Tree Workshops. Community tree workshop/Ask the Expert event for the community to ask questions, sign up for a tree, fulfill permitting requirements, and learn about tree species selection. The pruning would be on smaller trees (less than 8 years old or 6" in caliper) and would be done from the ground. Anticipated price for two workshops: \$15,000
- Arborists. Arborist advice and consultations for trees greater than 18" in diameter. The City will hire arborists to provide tree assessments on a first come, first served basis. Anticipated price: \$15,500
- Tree Vouchers. Tree vouchers for property owners who face replacement requirements due to a tree failure or removal within an overlay district. The City would provide vouchers for appropriate tree species with a minimum size of 0.5" caliper. Anticipated price: \$2,500
- Tree Inventory. The Natural Resources Committee (NRC) will initiate a coordinated effort for a city wide, crowd-sourced tree inventory. Staff from Oregon Community Trees and the Oregon Department of Forestry – Urban and Community Forest program would provide technical support. The City's GIS staff would create a program which allows NRC members and the community at large to take pictures of trees and answer a series of questions to allow a collection of data about the City's existing tree canopy. The data could include tree locations, species, size, as well as the location of dead and dying trees. The City could potentially work with Clackamas Community College for additional assistance. Some funding could be dedicated to advertisement, or it could be paired with other programs such as the tree giveaway. Anticipated price: \$2,000.
- Advertisement of Program. Water bill insert and Trail News insert to advertise program. Anticipated price: \$5,000

The overall budget for this project is \$215,000, with \$200,000 from the tree mitigation fund and \$15,000 from Public Works for the tree well tree replacement work.

OTHER EFFORTS

The following efforts may be grant-funded or coordinated internally with partners such as Metro, Clackamas Community College, the Natural Resources Committee, Watershed Councils, etc. Details of each are TBD.

- Ivy removal efforts in parks and city-owned property
- Update of street tree species list (currently being implemented by the Natural Resources Committee)

TREE CODE COMPLIANCE

Resolution 21-32 waives code compliance for trees that came down due to the ice storm through October 31, 2021 pursuant to declaration of emergency for ice storm. The resolution includes the following:

- Waiver of requirements for tree permitting and replacement for trees that failed or were removed due to the ice storm, provided the trees were not subject to review for compliance with an overlay district. Trees must have been removed between February 11, 2021 and October 31, 2021 due to ice storm damage.
- Waiving the fees and streamlining the process for trees subject to an overlay district review. Simplify replacement requirements and create a single application form for all property owners to fill out. The number of replacement trees is identified in the table below.

Streamlined Overlay Zone Tree Replacement Requirements

Description of Tree Removed	Number of Trees to be Replanted (native species only)
Tree removed in NROD, Geologic Hazard, or Historic Overlay	One ½" caliper tree per tree removed
Tree removed in Willamette River Greenway compatibility area (within 150 feet of Ordinary High Water line)	1" caliper for every 6" DBH
Tree removed in the floodplain or in the Willamette River Greenway but outside of the compatibility area	None

Trees located in multiple overlapping overlays would utilize the NROD or WRG replanting requirements only.

Each application will be posted online, rather than be subject to the notification processes identified in the code, and application fees will be waived. The City reserves the right to require full mitigation per code in extreme or hazardous circumstances where severe environmental damage, erosion or slope stability is a concern. If there is insufficient space to replant trees onsite, staff could direct the extra plantings (or funding therefore) to city property or parks.

- Streamlining the requirements and process of removal of trees on City property set forth in Resolution 20-33, which identified additional permitting, notification, and other requirements for City removal of significant trees. Numerous trees in City-owned properties fell or became hazardous and had to be removed after the storm. Though the replacement for these trees is waived except for overlay zones as described above, the policy requires consideration of alternatives to removal, additional permitting and notification, as well as City Commission review for large trees, reuse of wood as feasible, and changes to some mitigation plantings. Staff has inventoried the trees removed to the extent practicable. Though Resolution 20-33 will also be waived during this time period, public notice of these tree removals will be posted on a City webpage and a written summary of the tree removal will be provided to the City Commission. Tree replacement will be done in overlay zones as set forth in the table above.

CONTENT FOR UTILITY BILL INSERT

This information will be formatted and edited for a utility bill insert in July 2021

The damage from the February 2021 ice storm was extensive, resulting in widespread tree loss throughout Oregon City. Oregon City's goal is to work toward restoring our lost tree canopy through a Tree Recovery Program. The City Commission recognizes the burden that the ice storm and COVID-19 has placed on the community and has directed \$200,000 towards tree recovery throughout our community.

If you lost street or non-residential trees due to ice storm

The Commission is waiving formal street tree and non-residential tree removal permits through October 30, 2021. By submitting your information through [this online form](http://bit.ly/OCtreewaiver) <http://bit.ly/OCtreewaiver> before October 30, the City will add you to a list of properties where street tree removal permits are not required. The waiver will apply to trees removed between February and October 2021.

There are a small number of exceptions where the City is not able to waive tree permits and replacement requirements. Trees in overlay zones (i.e. environmental overlays) will be required by the State to be replaced. However, the City Commission intends to make the process as streamlined as possible and to help property owners find and pay for new trees. If a tree you have submitted needs replacement, staff will follow up over the summer. The streamlined replacement process will also be posted on this webpage <http://bit.ly/OCtreewaiver> after it is approved by the City Commission in June.

Starting this fall, the City will sponsor tree planting efforts throughout our community, and those who submitted their information online will be first in line for a replacement street tree or front yard tree.

If you would like to replant trees on your own, be sure to consult our [street tree species list and placement requirements](https://www.oregoncity.org/planning/how-remove-and-replace-public-street-tree) <https://www.oregoncity.org/planning/how-remove-and-replace-public-street-tree>, or, for trees in your yard, the [Arbor Day Foundation](https://www.arborday.org/) has a [helpful guide](https://bit.ly/3w3lQGF) <https://bit.ly/3w3lQGF> for tree species selection and planting. We recommend planting October through April, and not during the summer.

If you have damaged trees due to ice storm

If your tree(s) is still standing and you need arborist advice, the City may be able to assist you. Please email trees@oregoncity.org or calling 503-722-3789 if you would like to request a risk assessment for your tree to find out if it is likely to survive and not become a safety hazard. Note that pruning or removal services are not being offered, this is for assessment only.

If you submitted information about a tree on city property, and it has not yet been addressed, please email Public Works Operations Manager Vance Walker at vwalker@orcify.org

Tree care and pruning informational videos can be found on the [Arbor Day Foundation website](#).

RESOLUTION NO. 20-33

A RESOLUTION ADOPTING A POLICY FOR ADDITIONAL PERMITTING, NOTIFICATION AND OTHER REQUIREMENTS FOR REMOVAL OF SIGNIFICANT CITY TREES

WHEREAS, the City recognizes the importance of preserving significant trees located on City property or within the public right-of-way; and

WHEREAS, the City has regulations in the Oregon City Municipal Code regarding tree removal; and

WHEREAS, the City does not have an internal policy with the process for considering if significant trees should be removed; and

WHEREAS, the City does not have a process for public notification for the removal of large trees; and

WHEREAS, the City does not have a process for reuse of large timber; and

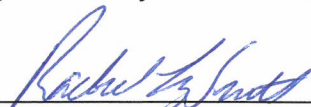
WHEREAS, the proposed Policy for Additional Permitting, Notification, and Other Requirements for Staff Removal of Significant City Trees clearly articulates an internal process for removal of significant trees which includes public notification, and other requirements important to the City Commission.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The Oregon City Commission hereby adopts Exhibit A, Policy for Additional Permitting, Notification, and Other Requirements for Staff Removal of Significant City Trees.

Section 2. This resolution shall become effective 30-day after adoption in order to allow sufficient time to alter the City's website to effectuate notice as set forth in the Policy.

Approved and adopted at a regular meeting of the City Commission held on the 4th day of November 2020.



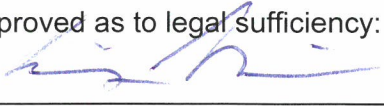
RACHEL LYLES SMITH,
Commission President

Attested to this 4th Day of November 2020



Kattie Riggs, City Recorder

Approved as to legal sufficiency:



City Attorney

Exhibits:

- A. Policy for Additional Permitting, Notification, and Other Requirements for Staff Removal of Significant City Trees



ADDITIONAL PERMITTING, NOTIFICATION AND OTHER REQUIREMENTS FOR STAFF REMOVAL OF SIGNIFICANT CITY TREES

The purpose of this policy is to reduce unnecessary tree removal by the City and provide public notification and other best practices when such removal occurs.

Step 1. Determine Applicability of the Policy

This policy applies to City removal of trees:

- On City or Urban Renewal owned property; or
- Within the right-of-way.

The process does not apply to the public removal of City trees, such as street trees.

The following policy is limited to trees which meet or exceed the minimum size in the table below. The policy does not apply for trees which do not meet these minimum size thresholds.

Common Name	Species	Minimum Size (d.b.h)*
Oregon White Oak	Quercus garryana	8"
Fir	Pseudotsuga menziesii	18"
Western Red Cedar	Thuja plicata	12"
Ponderosa Pine	Pinus ponderosa	12"
Western Yew	Taxus brevifolia	6"
Douglas Pacific Dogwood	Cornus nuttallii	5"
Coastal Redwood	Sequoia sempervirens	12"
Giant Sequoia	Sequoiadendron giganteum	12"
Pacific Madrone	Arbutus menziesii	5"
Other deciduous tree species		20"
Other evergreen trees		18"

**d.b.h = Diameter at breast height, means a measurement of the trunk or stem diameter of a mature tree at a height four and one-half feet above the ground level at the base of the tree.*

Step 2. Exemptions

Trees which meet any of the following situations are exempt from the policy:

1. Trees within habitat restoration areas. The habitat restoration project must have been approved by the Planning Division through the appropriate land use process.
2. Trees within or abutting water quality facilities.
3. Trees which are on the [Oregon City Nuisance Plant List](#) or otherwise classified as invasive or problem species in the region¹.

¹ Includes official noxious weed priority list as designated by the Oregon State Weed Board (OSWB) or the Clackamas Soil and Water Conservation District WeedWise Program.

4. **Imminent Hazard Trees.** Imminent hazard trees, as defined in OCMC 17.04.1370 may be removed without notification before a permit is obtained due to the necessity to respond to the hazard and restore public safety as soon as possible. Examples include if the tree has fallen across the roadway or if it is leaning significantly due to a heavy windstorm and likely to fall within the next 72 hours, or when a tree is damaged by a vehicle collision. A determination of imminent hazard is made in the field by the City of Oregon City Public Works, or emergency personnel, a forester, or a certified arborist. Permits shall be obtained after the imminent hazard has been removed and any applicable replacement requirements shall be followed. The responding personnel shall provide details of the tree species, size and condition to the extent practicable. Photos and documentation of the hazardous conditions shall be provided with the permit application for tree removal to verify the tree was hazardous, but arborist reports would not be required.

17.04.1370 - Tree, imminent hazard.

"Imminent hazard tree" means a hazardous tree as defined in OCMC 12.32.020, all or more than thirty percent of which has already fallen or is estimated to fall within seventy-two hours into the public right-of-way or onto a target that cannot be protected, restricted, moved, or removed.

Step 3. Consideration of Alternatives to Removal

The department most responsible for the tree shall document the tree location, size, and species (if known), the reason for removal, and alternatives considered in a written justification memo. The memo will be reviewed by a department manager, who will send the memo to a third party (an arborist or a staff assessment team) for review. All trees over 40 inches d.b.h must be reviewed by a certified arborist. For trees 40 inches d.b.h or smaller, the department may choose to send the justification memo to either:

- **Option #1: A Certified Arborist**
A certified arborist will analyze each tree proposed for removal and document the findings in a written report. The report will contain an analysis of alternatives to removal including a rough estimate of approximate general cost and practicality of each alternative.
- **Option #2: Staff Assessment**
A group of staff including a minimum of two people from Public Works and Parks and one person from Planning who will analyze each tree proposed for removal and document the findings in a written conclusion memo. Staff with experience or an educational background in forestry or tree management is preferred. The memo must be authored by a staff member not in the department responsible for the tree and will contain an analysis of alternatives to removal including a rough estimate of approximate general cost and practicality of each alternative.

Step 4. Submit a Permit for Removal of a Public Tree

A permit is generally always required to assure adequate mitigation for any tree the City is going to remove. However, if the tree meets the specifications of this policy, additional public notice will be required. The purpose of the notice is to inform the public of the proposal and direct them to a city website where they may review the application, arborist report or internal conclusion memo, and contact the applicant with any questions or concerns. Permits for public tree removal will not be issued until the notice period is complete.

Step 5. Notice of Tree Removal

Upon receipt of a permit application in Step 4, the Planning Division will administer the following notices:

- **Website Notice**
Notice of all proposed removal of heritage eligible trees will be posted to a city website. The public as well as the City Commission, PRAC, NRC, CIC, Neighborhood Associations, etc. will have the ability to subscribe to the website to receive notifications each time a new posting occurs. The website notice will include copies of the permit application form, the arborist report (if applicable), and the internal panel memo.
- **Physical Notice**
A physical notice is also required to be posted on the tree proposed for removal for a minimum of 14 calendar days. This period is intended to provide an opportunity for the public to contact the applicant with questions and comments about the proposed tree removal. Notices shall be provided by the Planning Division on 8.5 X 11 laminated paper with the words "NOTICE OF PROPOSED TREE REMOVAL" in bold, 48-point font and the website where the public may download the permits, arborist reports and associated documentation. Notices shall be tied to the tree with twine or wire. No screws or nails shall be used. The notice will be created by the Planning Division, but will be placed and monitored by the department proposing removal.

If there remain unresolved questions or concerns regarding the proposed tree removal after the public notice, the removal shall be referred to the City Manager for further review. The City Manager may decide to move forward with the tree removal or cease the tree removal process.

City Commission Approval for City Owned Trees Over 40 inches D.B.H

Trees greater than 40" d.b.h. shall be placed on a City Commission consent agenda and notification will be sent to the Natural Resources Committee, Parks and Recreation Committee, and the Transportation Advisory Committee. The City Commission may decide to move forward with the tree removal or cease the tree removal process.

Additional Requirements

The following shall also apply.

- **Reuse of the Wood for City-Owned Trees 25 Inches or Greater**
Trees proposed for removal which are subject to this policy, free from infestation, and 25 inches d.b.h. or greater, shall be repurposed for use by the City and/or public if feasible. Depending on the quality of the wood, it may be utilized for environmental enhancement, furniture or crafts. The Natural Resources Committee recommends that in natural areas and next to streams, leaving large woody debris in place may help to improve fish and wildlife habitat, and that the use of wood for firewood should be allowed only if the wood cannot be repurposed any other way (e.g. cottonwood).
- **Large Tree Mitigation.**
Trees proposed for removal that are 50 inches or greater d.b.h. shall be mitigated with tree plantings within the city limits. No fee-in-lieu is allowed.
- **Establishment of an Annual Budget for Supporting Fund**
The policy above includes provisions which will have unfunded financial impacts to the City. A fund dedicated to arborist reports, supporting tree retention with use of alternatives to tree

removal (such as meandering a sidewalk) and putting the wood of a removed tree to use will be established for the Parks and Recreation Department as well as Public Works.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 06/16/2021
From: Community Development Director, Laura Terway

SUBJECT:

Resolution No. 21-33, Support of a Technical Assistance Grant to Implement Housing Choices Code Update (HB 2001)

STAFF RECOMMENDATION:

Staff recommends approval of proposed Resolution No. 21-33.

EXECUTIVE SUMMARY:

Oregon City is looking apply for grant assistance to support [a city-led effort](#) to adopt revisions to the City's Municipal Code that comply with the requirements of HB 2001. The grant products will support the city's desire to 1) Provide a robust and equitable outreach effort 2) Translate the requirements and goals of HB 2001 into clear non-jargon language 3) Provide technical review of the proposed code and an audit of existing code to ensure HB 2001 compliance. 4) Provide general technical support to help guide and inform the community's approach to meeting the requirements of HB 2001.

BACKGROUND:

House Bill 2001 aims to provide Oregonians with more housing choices, especially housing choices more people can afford. The law, passed by the 2019 Oregon Legislature, expands the ability of property owners to build certain traditional housing types, like duplexes and tri-plexes, in residential zones. House Bill 2001 will require updates to local laws that currently limit the types of housing people can build. Oregon City is designated a large city and is required to meet the requirements of HB 2001 by June 30, 2022. Oregon City's recent equitable housing code amendments, adopted by the City Commissions in 2019, have already implemented many of the requirements of House Bill 2001. However, additional updates will be needed for full compliance. This project is listed on the tentative goals for the City in the 2021-2023 biennium.

OPTIONS:

1. Approval of Resolution No. 21-33
2. Non-Approval of Resolution No. 21-33

BUDGET IMPACT:

Amount: N/A

FY(s):

Funding Source(s):

RESOLUTION NO. 21-33

A RESOLUTION SUPPORTING A TECHNICAL ASSISTANCE GRANT TO IMPLEMENT HB 2001 (HOUSING CHOICES CODE UPDATE)

WHEREAS, House Bill 2001 aims to provide Oregonians with more housing choices, especially housing choices more people can afford; and

WHEREAS, the law, passed by the 2019 Oregon Legislature, expands the ability of property owners to build certain traditional housing types, like duplexes and tri-plexes, in residential zones; and

WHEREAS, House Bill 2001 will require updates to local laws that currently limit the types of housing people can build. Oregon City is designated a large city and is required to meet the requirements of HB 2001 by June 30, 2022; and

WHEREAS, Oregon City's recent equitable housing code amendments, adopted by the City Commissions in 2019, have already implemented many of the requirements of House Bill 2001. However, additional updates will be needed for full compliance; and

WHEREAS, the City Commission adopted a 2021-2023 biennium goal to "update our Code to provide additional housing opportunities in Oregon City" under Goal 6 - Support diverse housing options in Oregon City; and

WHEREAS, with House Bills 2001 passed in the 2019 Legislative Session and signed into Law by Governor Brown in August, 2019, the Legislature provided funds for local governments in the 2019-2021 biennium to implement this bills; and

WHEREAS, we are pleased to support the City's submittal for the Technical Assistance grant from the Department of Land Conservation and Development (DLCD) to help guide and inform the community's approach to meeting the requirements of HB 2001.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. The City Commission supports the City's submittal for the Technical Assistance grant from the Department of Land Conservation and Development (DLCD).

Section 2. This resolution shall take effect immediately upon its adoption by the City Commission.

Approved and adopted at a regular meeting of the City Commission held on the 16th day of June 2021.

RACHEL LYLES SMITH, Mayor

Attested to this 16th day of June 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Enrolled House Bill 2001

Sponsored by Representative KOTEK; Representatives FAHEY, HERNANDEZ, MARSH,
MITCHELL, POWER, STARK, WILLIAMS, ZIKA (Presession filed.)

CHAPTER

AN ACT

Relating to housing; creating new provisions; amending ORS 197.296, 197.303, 197.312 and 455.610 and section 1, chapter 47, Oregon Laws 2018; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. Section 2 of this 2019 Act is added to and made a part of ORS chapter 197.

SECTION 2. (1) As used in this section:

(a) "Cottage clusters" means groupings of no fewer than four detached housing units per acre with a footprint of less than 900 square feet each and that include a common courtyard.

(b) "Middle housing" means:

(A) Duplexes;

(B) Triplexes;

(C) Quadplexes;

(D) Cottage clusters; and

(E) Townhouses.

(c) "Townhouses" means a dwelling unit constructed in a row of two or more attached units, where each dwelling unit is located on an individual lot or parcel and shares at least one common wall with an adjacent unit.

(2) Except as provided in subsection (4) of this section, each city with a population of 25,000 or more and each county or city within a metropolitan service district shall allow the development of:

(a) All middle housing types in areas zoned for residential use that allow for the development of detached single-family dwellings; and

(b) A duplex on each lot or parcel zoned for residential use that allows for the development of detached single-family dwellings.

(3) Except as provided in subsection (4) of this section, each city not within a metropolitan service district with a population of more than 10,000 and less than 25,000 shall allow the development of a duplex on each lot or parcel zoned for residential use that allows for the development of detached single-family dwellings. Nothing in this subsection prohibits a local government from allowing middle housing types in addition to duplexes.

(4) This section does not apply to:

(a) Cities with a population of 1,000 or fewer;

(b) Lands not within an urban growth boundary;

(c) Lands that are not incorporated and also lack sufficient urban services, as defined in ORS 195.065;

(d) Lands that are not zoned for residential use, including lands zoned primarily for commercial, industrial, agricultural or public uses; or

(e) Lands that are not incorporated and are zoned under an interim zoning designation that maintains the land's potential for planned urban development.

(5) Local governments may regulate siting and design of middle housing required to be permitted under this section, provided that the regulations do not, individually or cumulatively, discourage the development of all middle housing types permitted in the area through unreasonable costs or delay. Local governments may regulate middle housing to comply with protective measures adopted pursuant to statewide land use planning goals.

(6) This section does not prohibit local governments from permitting:

(a) Single-family dwellings in areas zoned to allow for single-family dwellings; or

(b) Middle housing in areas not required under this section.

SECTION 3. (1) Notwithstanding ORS 197.646, a local government shall adopt land use regulations or amend its comprehensive plan to implement section 2 of this 2019 Act no later than:

(a) June 30, 2021, for each city subject to section 2 (3) of this 2019 Act; or

(b) June 30, 2022, for each local government subject to section 2 (2) of this 2019 Act.

(2) The Land Conservation and Development Commission, with the assistance of the Building Codes Division of the Department of Consumer and Business Services, shall develop a model middle housing ordinance no later than December 31, 2020.

(3) A local government that has not acted within the time provided under subsection (1) of this section shall directly apply the model ordinance developed by the commission under subsection (2) of this section under ORS 197.646 (3) until the local government acts as described in subsection (1) of this section.

(4) In adopting regulations or amending a comprehensive plan under this section, a local government shall consider ways to increase the affordability of middle housing by considering ordinances and policies that include but are not limited to:

(a) Waiving or deferring system development charges;

(b) Adopting or amending criteria for property tax exemptions under ORS 307.515 to 307.523, 307.540 to 307.548 or 307.651 to 307.687 or property tax freezes under ORS 308.450 to 308.481; and

(c) Assessing a construction tax under ORS 320.192 and 320.195.

(5) When a local government makes a legislative decision to amend its comprehensive plan or land use regulations to allow middle housing in areas zoned for residential use that allow for detached single-family dwellings, the local government is not required to consider whether the amendments significantly affect an existing or planned transportation facility.

SECTION 4. (1) Notwithstanding section 3 (1) or (3) of this 2019 Act, the Department of Land Conservation and Development may grant to a local government that is subject to section 2 of this 2019 Act an extension of the time allowed to adopt land use regulations or amend its comprehensive plan under section 3 of this 2019 Act.

(2) An extension under this section may be applied only to specific areas where the local government has identified water, sewer, storm drainage or transportation services that are either significantly deficient or are expected to be significantly deficient before December 31, 2023, and for which the local government has established a plan of actions that will remedy the deficiency in those services that is approved by the department. The extension may not extend beyond the date that the local government intends to correct the deficiency under the plan.

(3) In areas where the extension under this section does not apply, the local government shall apply its own land use regulations consistent with section 3 (1) of this 2019 Act or the model ordinance developed under section 3 (2) of this 2019 Act.

(4) A request for an extension by a local government must be filed with the department no later than:

- (a) December 31, 2020, for a city subject to section 2 (3) of this 2019 Act.
- (b) June 30, 2021, for a local government subject to section 2 (2) of this 2019 Act.
- (5) The department shall grant or deny a request for an extension under this section:
 - (a) Within 90 days of receipt of a complete request from a city subject to section 2 (3) of this 2019 Act.
 - (b) Within 120 days of receipt of a complete request from a local government subject to section 2 (2) of this 2019 Act.
- (6) The department shall adopt rules regarding the form and substance of a local government's application for an extension under this section. The department may include rules regarding:
 - (a) Defining the affected areas;
 - (b) Calculating deficiencies of water, sewer, storm drainage or transportation services;
 - (c) Service deficiency levels required to qualify for the extension;
 - (d) The components and timing of a remediation plan necessary to qualify for an extension;
 - (e) Standards for evaluating applications; and
 - (f) Establishing deadlines and components for the approval of a plan of action.

SECTION 5. ORS 197.296 is amended to read:

197.296. (1)(a) The provisions of subsections (2) to (9) of this section apply to metropolitan service district regional framework plans and local government comprehensive plans for lands within the urban growth boundary of a city that is located outside of a metropolitan service district and has a population of 25,000 or more.

(b) The Land Conservation and Development Commission may establish a set of factors under which additional cities are subject to the provisions of this section. In establishing the set of factors required under this paragraph, the commission shall consider the size of the city, the rate of population growth of the city or the proximity of the city to another city with a population of 25,000 or more or to a metropolitan service district.

(2) At periodic review pursuant to ORS 197.628 to 197.651 or at any other legislative review of the comprehensive plan or regional framework plan that concerns the urban growth boundary and requires the application of a statewide planning goal relating to buildable lands for residential use, a local government shall demonstrate that its comprehensive plan or regional framework plan provides sufficient buildable lands within the urban growth boundary established pursuant to statewide planning goals to accommodate estimated housing needs for 20 years. The 20-year period shall commence on the date initially scheduled for completion of the periodic or legislative review.

(3) In performing the duties under subsection (2) of this section, a local government shall:

(a) Inventory the supply of buildable lands within the urban growth boundary and determine the housing capacity of the buildable lands; and

(b) Conduct an analysis of **existing and projected** housing need by type and density range, in accordance with **all factors under** ORS 197.303 and statewide planning goals and rules relating to housing, to determine the number of units and amount of land needed for each needed housing type for the next 20 years.

(4)(a) For the purpose of the inventory described in subsection (3)(a) of this section, "buildable lands" includes:

- (A) Vacant lands planned or zoned for residential use;
- (B) Partially vacant lands planned or zoned for residential use;
- (C) Lands that may be used for a mix of residential and employment uses under the existing planning or zoning; and
- (D) Lands that may be used for residential infill or redevelopment.

(b) For the purpose of the inventory and determination of housing capacity described in subsection (3)(a) of this section, the local government must demonstrate consideration of:

(A) The extent that residential development is prohibited or restricted by local regulation and ordinance, state law and rule or federal statute and regulation;

(B) A written long term contract or easement for radio, telecommunications or electrical facilities, if the written contract or easement is provided to the local government; and

(C) The presence of a single family dwelling or other structure on a lot or parcel.

(c) Except for land that may be used for residential infill or redevelopment, a local government shall create a map or document that may be used to verify and identify specific lots or parcels that have been determined to be buildable lands.

(5)(a) Except as provided in paragraphs (b) and (c) of this subsection, the determination of housing capacity *[and need]* pursuant to subsection [(3)] **(3)(a)** of this section must be based on data relating to land within the urban growth boundary that has been collected since the last *[periodic]* review or *[five]* **six** years, whichever is greater. The data shall include:

(A) The number, density and average mix of housing types of urban residential development that have actually occurred;

(B) Trends in density and average mix of housing types of urban residential development;

(C) **Market factors that may substantially impact future urban residential development; and**

[(C) Demographic and population trends;]

[(D) Economic trends and cycles; and]

[(E)] **(D)** The number, density and average mix of housing types that have occurred on the buildable lands described in subsection (4)(a) of this section.

(b) A local government shall make the determination described in paragraph (a) of this subsection using a shorter time period than the time period described in paragraph (a) of this subsection if the local government finds that the shorter time period will provide more accurate and reliable data related to housing capacity *[and need]*. The shorter time period may not be less than three years.

(c) A local government shall use data from a wider geographic area or use a time period *[for economic cycles and trends]* longer than the time period described in paragraph (a) of this subsection if the analysis of a wider geographic area or the use of a longer time period will provide more accurate, complete and reliable data relating to trends affecting housing need than an analysis performed pursuant to paragraph (a) of this subsection. The local government must clearly describe the geographic area, time frame and source of data used in a determination performed under this paragraph.

(6) If the housing need determined pursuant to subsection (3)(b) of this section is greater than the housing capacity determined pursuant to subsection (3)(a) of this section, the local government shall take one or *[more]* **both** of the following actions to accommodate the additional housing need:

(a) Amend its urban growth boundary to include sufficient buildable lands to accommodate housing needs for the next 20 years. As part of this process, the local government shall consider the effects of measures taken pursuant to paragraph (b) of this subsection. The amendment shall include sufficient land reasonably necessary to accommodate the siting of new public school facilities. The need and inclusion of lands for new public school facilities shall be a coordinated process between the affected public school districts and the local government that has the authority to approve the urban growth boundary[;].

(b) Amend its comprehensive plan, regional framework plan, functional plan or land use regulations to include new measures that demonstrably increase the likelihood that residential development will occur at densities sufficient to accommodate housing needs for the next 20 years without expansion of the urban growth boundary. A local government or metropolitan service district that takes this action shall *[monitor and record the level of development activity and development density by housing type following the date of the adoption of the new measures; or]* **adopt findings regarding the density expectations assumed to result from measures adopted under this paragraph based upon the factors listed in ORS 197.303 (2) and data in subsection (5)(a) of this section. The density expectations may not project an increase in residential capacity above achieved density by more than three percent without quantifiable validation of such departures. For a local government located outside of a metropolitan service district, a quantifiable vali-**

ation must demonstrate that the assumed housing capacity has been achieved in areas that are zoned to allow no greater than the same authorized density level within the local jurisdiction or a jurisdiction in the same region. For a metropolitan service district, a quantifiable validation must demonstrate that the assumed housing capacity has been achieved in areas that are zoned to allow no greater than the same authorized density level within the metropolitan service district.

[(c) Adopt a combination of the actions described in paragraphs (a) and (b) of this subsection.]

(c) As used in this subsection, “authorized density level” has the meaning given that term in ORS 227.175.

(7) Using the **housing need** analysis conducted under subsection (3)(b) of this section, the local government shall determine the overall average density and overall mix of housing types at which residential development of needed housing types must occur in order to meet housing needs over the next 20 years. If that density is greater than the actual density of development determined under subsection (5)(a)(A) of this section, or if that mix is different from the actual mix of housing types determined under subsection (5)(a)(A) of this section, the local government, as part of its periodic review, shall adopt measures that demonstrably increase the likelihood that residential development will occur at the housing types and density and at the mix of housing types required to meet housing needs over the next 20 years.

(8)(a) A local government outside a metropolitan service district that takes any actions under subsection (6) or (7) of this section shall demonstrate that the comprehensive plan and land use regulations comply with goals and rules adopted by the commission and implement ORS 197.295 to 197.314.

(b) *[The]* A local government shall determine the density and mix of housing types anticipated as a result of actions taken under subsections (6) and (7) of this section and monitor and record the actual density and mix of housing types achieved **following the adoption of these actions**. The local government shall compare actual and anticipated density and mix. The local government shall submit its comparison to the commission at the next periodic review or at the next legislative review of its urban growth boundary, whichever comes first.

(9) In establishing that actions and measures adopted under subsections (6) and (7) of this section demonstrably increase the likelihood of higher density residential development, the local government shall at a minimum ensure that land zoned for needed housing is in locations appropriate for the housing types identified under subsection (3) of this section, *[and]* is zoned at density ranges that are likely to be achieved by the housing market using the analysis in subsection (3) of this section **and is in areas where sufficient urban services are planned to enable the higher density development to occur over the 20-year period**. Actions or measures, or both, may include but are not limited to:

- (a) Increases in the permitted density on existing residential land;
- (b) Financial incentives for higher density housing;
- (c) Provisions permitting additional density beyond that generally allowed in the zoning district in exchange for amenities and features provided by the developer;
- (d) Removal or easing of approval standards or procedures;
- (e) Minimum density ranges;
- (f) Redevelopment and infill strategies;
- (g) Authorization of housing types not previously allowed by the plan or regulations;
- (h) Adoption of an average residential density standard; and
- (i) Rezoning or redesignation of nonresidential land.

(10)(a) The provisions of this subsection apply to local government comprehensive plans for lands within the urban growth boundary of a city that is located outside of a metropolitan service district and has a population of less than 25,000.

(b) At periodic review pursuant to ORS 197.628 to 197.651 or at any other legislative review of the comprehensive plan that requires the application of a statewide planning goal relating to buildable lands for residential use, a city shall, according to rules of the commission:

- (A) Determine the estimated housing needs within the jurisdiction for the next 20 years;
 - (B) Inventory the supply of buildable lands available within the urban growth boundary to accommodate the estimated housing needs determined under this subsection; and
 - (C) Adopt measures necessary to accommodate the estimated housing needs determined under this subsection.
- (c) For the purpose of the inventory described in this subsection, "buildable lands" includes those lands described in subsection (4)(a) of this section.

SECTION 6. ORS 197.303 is amended to read:

197.303. (1) As used in ORS [197.307] **197.295 to 197.314**, "needed housing" means all housing on land zoned for residential use or mixed residential and commercial use that is determined to meet the need shown for housing within an urban growth boundary at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes, as those terms are defined by the United States Department of Housing and Urban Development under 42 U.S.C. 1437a. "Needed housing" includes the following housing types:

- (a) Attached and detached single-family housing and multiple family housing for both owner and renter occupancy;
- (b) Government assisted housing;
- (c) Mobile home or manufactured dwelling parks as provided in ORS 197.475 to 197.490;
- (d) Manufactured homes on individual lots planned and zoned for single-family residential use that are in addition to lots within designated manufactured dwelling subdivisions; and
- (e) Housing for farmworkers.

(2) For the purpose of estimating housing needs, as described in ORS 197.296 (3)(b), a local government shall use the population projections prescribed by ORS 195.033 or 195.036 and shall consider and adopt findings related to changes in each of the following factors since the last periodic or legislative review or six years, whichever is greater, and the projected future changes in these factors over a 20-year planning period:

- (a) Household sizes;**
- (b) Household demographics in terms of age, gender, race or other established demographic category;**
- (c) Household incomes;**
- (d) Vacancy rates; and**
- (e) Housing costs.**

(3) A local government shall make the estimate described in subsection (2) of this section using a shorter time period than since the last periodic or legislative review or six years, whichever is greater, if the local government finds that the shorter time period will provide more accurate and reliable data related to housing need. The shorter time period may not be less than three years.

(4) A local government shall use data from a wider geographic area or use a time period longer than the time period described in subsection (2) of this section if the analysis of a wider geographic area or the use of a longer time period will provide more accurate, complete and reliable data relating to trends affecting housing need than an analysis performed pursuant to subsection (2) of this section. The local government must clearly describe the geographic area, time frame and source of data used in an estimate performed under this subsection.

[2] **(5) Subsection (1)(a) and (d) of this section does not apply to:**

- (a) A city with a population of less than 2,500.**
- (b) A county with a population of less than 15,000.**

[3] **(6) A local government may take an exception under ORS 197.732 to the definition of "needed housing" in subsection (1) of this section in the same manner that an exception may be taken under the goals.**

SECTION 7. ORS 197.312, as amended by section 7, chapter 15, Oregon Laws 2018, is amended to read:

197.312. (1) A city or county may not by charter prohibit from all residential zones attached or detached single-family housing, multifamily housing for both owner and renter occupancy or manufactured homes. A city or county may not by charter prohibit government assisted housing or impose additional approval standards on government assisted housing that are not applied to similar but unassisted housing.

(2)(a) A single-family dwelling for a farmworker and the farmworker's immediate family is a permitted use in any residential or commercial zone that allows single-family dwellings as a permitted use.

(b) A city or county may not impose a zoning requirement on the establishment and maintenance of a single-family dwelling for a farmworker and the farmworker's immediate family in a residential or commercial zone described in paragraph (a) of this subsection that is more restrictive than a zoning requirement imposed on other single-family dwellings in the same zone.

(3)(a) Multifamily housing for farmworkers and farmworkers' immediate families is a permitted use in any residential or commercial zone that allows multifamily housing generally as a permitted use.

(b) A city or county may not impose a zoning requirement on the establishment and maintenance of multifamily housing for farmworkers and farmworkers' immediate families in a residential or commercial zone described in paragraph (a) of this subsection that is more restrictive than a zoning requirement imposed on other multifamily housing in the same zone.

(4) A city or county may not prohibit a property owner or developer from maintaining a real estate sales office in a subdivision or planned community containing more than 50 lots or dwelling units for the sale of lots or dwelling units that remain available for sale to the public.

(5)(a) A city with a population greater than 2,500 or a county with a population greater than 15,000 shall allow in areas within the urban growth boundary that are zoned for detached single-family dwellings the development of at least one accessory dwelling unit for each detached single-family dwelling, subject to reasonable local regulations relating to siting and design.

(b) As used in this subsection[,]:

(A) "Accessory dwelling unit" means an interior, attached or detached residential structure that is used in connection with or that is accessory to a single-family dwelling.

(B) **"Reasonable local regulations relating to siting and design" does not include owner-occupancy requirements of either the primary or accessory structure or requirements to construct additional off-street parking.**

(6) Subsection (5) of this section does not prohibit local governments from regulating vacation occupancies, as defined in ORS 90.100, to require owner-occupancy or off-street parking.

SECTION 8. Section 1, chapter 47, Oregon Laws 2018, is amended to read:

Sec. 1. (1) For purposes of this section:

(a) A household is severely rent burdened if the household spends more than 50 percent of the income of the household on gross rent for housing.

(b) A regulated affordable unit is a residential unit subject to a regulatory agreement that runs with the land and that requires affordability for an established income level for a defined period of time.

[(c) A single-family unit may be rented or owned by a household and includes single-family homes, duplexes, townhomes, row homes and mobile homes.]

(2)(a) The Housing and Community Services Department shall annually provide to the governing body of each city in this state with a population greater than 10,000 the most current data available from the United States Census Bureau, or any other source the department considers at least as reliable, showing the percentage of renter households in the city that are severely rent burdened.

(b) The Housing and Community Services Department, in collaboration with the Department of Land Conservation and Development, shall develop a survey form on which the governing body of

a city may provide specific information related to the affordability of housing within the city, including, but not limited to:

(A) The actions relating to land use and other related matters that the governing body has taken to increase the affordability of housing and reduce rent burdens for severely rent burdened households; and

(B) The additional actions the governing body intends to take to reduce rent burdens for severely rent burdened households.

(c) If the Housing and Community Services Department determines that at least 25 percent of the renter households in a city are severely rent burdened, the department shall provide the governing body of the city with the survey form developed pursuant to paragraph (b) of this subsection.

(d) The governing body of the city shall return the completed survey form to the Housing and Community Services Department and the Department of Land Conservation and Development within 60 days of receipt.

(3)(a) In any year in which the governing body of a city is informed under this section that at least 25 percent of the renter households in the city are severely rent burdened, the governing body shall hold at least one public meeting to discuss the causes and consequences of severe rent burdens within the city, the barriers to reducing rent burdens and possible solutions.

(b) The Housing and Community Services Department may adopt rules governing the conduct of the public meeting required under this subsection.

(4) No later than February 1 of each year, the governing body of each city in this state with a population greater than 10,000 shall submit to the Department of Land Conservation and Development a report for the immediately preceding calendar year setting forth separately for each of the following categories the total number of units that were permitted and the total number that were produced:

- (a) Residential units.
- (b) Regulated affordable residential units.
- (c) Multifamily residential units.
- (d) Regulated affordable multifamily residential units.
- (e) Single-family *[units]* **homes.**
- (f) Regulated affordable single-family *[units]* **homes.**
- (g) **Accessory dwelling units.**
- (h) **Regulated affordable accessory dwelling units.**
- (i) **Units of middle housing, as defined in section 2 of this 2019 Act.**
- (j) **Regulated affordable units of middle housing.**

SECTION 9. ORS 455.610 is amended to read:

455.610. (1) The Director of the Department of Consumer and Business Services shall adopt, and amend as necessary, a Low-Rise Residential Dwelling Code that contains all requirements, including structural design provisions, related to the construction of residential dwellings three stories or less above grade. The code provisions for plumbing and electrical requirements must be compatible with other specialty codes adopted by the director. The Electrical and Elevator Board, the Mechanical Board and the State Plumbing Board shall review, respectively, amendments to the electrical, mechanical or plumbing provisions of the code.

(2) Changes or amendments to the code adopted under subsection (1) of this section may be made when:

- (a) Required by geographic or climatic conditions unique to Oregon;
- (b) Necessary to be compatible with other statutory provisions;
- (c) Changes to the national codes are adopted in Oregon; or
- (d) Necessary to authorize the use of building materials and techniques that are consistent with nationally recognized standards and building practices.

(3) Notwithstanding ORS 455.030, 455.035, 455.110 and 455.112, the director may, at any time following appropriate consultation with the Mechanical Board or Building Codes Structures Board,

amend the mechanical specialty code or structural specialty code to ensure compatibility with the Low-Rise Residential Dwelling Code.

(4) The water conservation provisions for toilets, urinals, shower heads and interior faucets adopted in the Low-Rise Residential Dwelling Code shall be the same as those adopted under ORS 447.020 to meet the requirements of ORS 447.145.

(5) The Low-Rise Residential Dwelling Code shall be adopted and amended as provided by ORS 455.030 and 455.110.

(6) The director, by rule, shall establish uniform standards for a municipality to allow an alternate method of construction to the requirements for one and two family dwellings built to the Low-Rise Residential Dwelling Code in areas where the local jurisdiction determines that the fire apparatus means of approach to a property or water supply serving a property does not meet applicable fire code or state building code requirements. The alternate method of construction, which may include but is not limited to the installation of automatic fire sprinkler systems, must be approved in conjunction with the approval of an application under ORS 197.522.

(7) For lots of record existing before July 2, 2001, or property that receives any approval for partition, subdivision or construction under ORS 197.522 before July 2, 2001, a municipality allowing an alternate method of construction to the requirements for one and two family dwellings built to the Low-Rise Residential Dwelling Code may apply the uniform standards established by the director pursuant to subsection (6) of this section. For property that receives all approvals for partition, subdivision or construction under ORS 197.522 on or after July 2, 2001, a municipality allowing an alternate method of construction to the requirements for one and two family dwellings built to the Low-Rise Residential Dwelling Code must apply the uniform standards established by the director pursuant to subsection (6) of this section.

(8) The director, by rule, shall establish uniform standards for a municipality to allow alternate approval of construction related to conversions of single-family dwellings into no more than four residential dwelling units built to the Low-Rise Residential Dwelling Code that received occupancy approval prior to January 1, 2020. The standards established under this subsection must include standards describing the information that must be submitted before an application for alternate approval will be deemed complete.

(9)(a) A building official described in ORS 455.148 or 455.150 must approve or deny an application for alternate approval under subsection (8) of this section no later than 15 business days after receiving a complete application.

(b) A building official who denies an application for alternate approval under this subsection shall provide to the applicant:

(A) A written explanation of the basis for the denial; and

(B) A statement that describes the applicant's appeal rights under subsection (10) of this section.

(10)(a) An appeal from a denial under subsection (9) of this section must be made through a municipal administrative process. A municipality shall provide an administrative process that:

(A) Is other than a judicial proceeding in a court of law; and

(B) Affords the party an opportunity to appeal the denial before an individual, department or body that is other than a plan reviewer, inspector or building official for the municipality.

(b) A decision in an administrative process under this subsection must be completed no later than 30 business days after the building official receives notice of the appeal.

(c) Notwithstanding ORS 455.690, a municipal administrative process required under this subsection is the exclusive means for appealing a denial under subsection (9) of this section.

(11) The costs incurred by a municipality under subsections (9) and (10) of this section are building inspection program administration and enforcement costs for the purpose of fee adoption under ORS 455.210.

SECTION 10. (1) It is the policy of the State of Oregon to reduce to the extent practicable administrative and permitting costs and barriers to the construction of middle housing, as defined in section 2 of this 2019 Act, while maintaining safety, public health and the general welfare with respect to construction and occupancy.

(2) The Department of Consumer and Business Services shall submit a report describing rules and standards relating to low-rise residential dwellings proposed under ORS 455.610, as amended by section 9 of this 2019 Act, in the manner provided in ORS 192.245, to an interim committee of the Legislative Assembly related to housing no later than January 1, 2020.

SECTION 11. Section 12 of this 2019 Act is added to and made a part of ORS 94.550 to 94.783.

SECTION 12. A provision in a governing document that is adopted or amended on or after the effective date of this 2019 Act, is void and unenforceable to the extent that the provision would prohibit or have the effect of unreasonably restricting the development of housing that is otherwise allowable under the maximum density of the zoning for the land.

SECTION 13. A provision in a recorded instrument affecting real property is not enforceable if:

(1) The provision would allow the development of a single-family dwelling on the real property but would prohibit the development of:

- (a) Middle housing, as defined in section 2 of this 2019 Act; or
- (b) An accessory dwelling unit allowed under ORS 197.312 (5); and

(2) The instrument was executed on or after the effective date of this 2019 Act.

SECTION 14. (1) Sections 2, 12 and 13 of this 2019 Act and the amendments to ORS 197.296, 197.303, 197.312 and 455.610 and section 1, chapter 47, Oregon Laws 2018, by sections 5 to 9 of this 2019 Act become operative on January 1, 2020.

(2) The Land Conservation and Development Commission, the Department of Consumer and Business Services and the Residential and Manufactured Structures Board may take any actions before the operative date specified in subsection (1) of this section necessary to enable the commission, department or board to exercise, on or after the operative date specified in subsection (1) of this section, the duties required under sections 2, 3 and 10 of this 2019 Act and the amendments to ORS 455.610 by section 9 of this 2019 Act.

SECTION 15. In addition to and not in lieu of any other appropriation, there is appropriated to the Department of Land Conservation and Development, for the biennium beginning July 1, 2019, out of the General Fund, the amount of \$3,500,000 for the purpose of providing technical assistance to local governments in implementing section 3 (1) of this 2019 Act and to develop plans to improve water, sewer, storm drainage and transportation services as described in section 4 (2) of this 2019 Act. The department shall prioritize technical assistance to cities or counties with limited planning staff or that commit to implementation earlier than the date required under section 3 (1) of this 2019 Act.

SECTION 16. This 2019 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2019 Act takes effect on its passage.

Passed by House June 20, 2019

.....
Timothy G. Sekerak, Chief Clerk of House

.....
Tina Kotek, Speaker of House

Passed by Senate June 30, 2019

.....
Peter Courtney, President of Senate

Received by Governor:

.....M.,....., 2019

Approved:

.....M.,....., 2019

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2019

.....
Bev Clarno, Secretary of State



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: 06/16/2021

SUBJECT:

Intergovernmental Agreement Transferring a Portion of Maplelane Court and Maplelane Road from Clackamas County to Oregon City

STAFF RECOMMENDATION:

Authorize the City Manager to sign an Intergovernmental Agreement between the City of Oregon City and Clackamas County related to the transfer of a portion of Maplelane Court and Maplelane Road.

EXECUTIVE SUMMARY:

Maplelane Road is mostly under the jurisdiction of the City of Oregon City adjacent to a proposed private development. Maplelane Court is completely under the jurisdiction of Clackamas County. Due to impending private development, the City and County have agreed that now is the proper time to transfer jurisdiction of all of Maplelane Court and a connecting portion of Maplelane Road from the County to the City. This transfer of jurisdiction is completed by way of an Intergovernmental Agreement.

BACKGROUND:

In early 2019 Clackamas County Commissioners approved a \$30-per-year Vehicle Registration Fee to fund road maintenance and construction projects. One aspect of the approval included the County Strategic Investment Fund which utilizes 10% of the revenue share to be spent on local transportation priorities with an initial emphasis on jurisdictional transfers when supported by the appropriate agency.

Private Development Project PR 179-2021, which is a multi-family development, consists of 171 multi-family units ranging from one to four-bedroom units and borders Maplelane Road and Maplelane Court. This development will build the extension of Walnut Grove Way, connecting Maplelane Road and Maplelane Court.

Maplelane Road is mostly under the jurisdiction of the City of Oregon City adjacent to the development. Maplelane Court is completely under the jurisdiction of Clackamas County.

Due to the impending development, the City and County have agreed that now is the proper time to transfer jurisdiction of all of Maplelane Court and a connecting portion of Maplelane Road from the County to the City. These sections of roadway will no longer function as County Roads and will now function as City Roads. This transfer is completed by way of an Intergovernmental Agreement, as specified in the 1990 Urban Growth Management Agreement between the City and the County. This agreement states that for roadways not built to City standards, the County agrees to pay to the City a sum of money equal to the cost of a two-inch asphaltic concrete overlay over the width of the existing pavement. The value of the pavement work to this section of roadway has been determined as \$29,384 and will be paid to the City as part of the transfer of this roadway.

The County staff's report to the County Commissioners recommended the County Board "approve the Intergovernmental Agreement with the City of Oregon City to transfer rights and duties as road authority for portions of Maplelane Court and Maplelane Road to the City and to establish a process and timelines related to a jurisdictional transfer."

The Intergovernmental Agreement was approved by the County Board and signed by the chair on May 20, 2021. The area of transfer is legally written in Exhibit A and depicted in Exhibit B included within the Intergovernmental Agreement.

OPTIONS:

1. Support the authorization to execute the Intergovernmental Agreement.
2. Deny the authorization to execute the Intergovernmental Agreement.

BUDGET IMPACT:

Amount: \$29,384 Revenue

FY(s): FY21/FY22

Funding Source(s): Clackamas County VRF Strategic Investment Fund

June 3, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Oregon City to Transfer Permitting Authority and Maintenance Responsibility for a portion of Maplelane Court and Maplelane Road (County Road #0398, DTD #32104 and DTD #32001, to the City

Purpose/Outcomes	Transfers permitting authority and maintenance responsibility for construction on portions of Maplelane Court to the City of Oregon City and establishing a process and timelines related to a jurisdictional transfer.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and materials related to the permitting, maintenance and oversight of this roadway and a onetime payment of \$29,384 which represents the cost of a 2" asphalt overlay over that portion being transferred.
Funding Source	Community Road Fund
Duration	Upon execution; permanent
Previous Board Action	May 18, 2021: Discussion item at issues
Strategic Plan Alignment	1. This transfer will directly align with our departments Business Plan goal of completing jurisdictional transfer of roads to cities. 2. Build public trust through good government
Counsel Review	Reviewed and approved: 5/11/21 NB
Procurement Review	Was this item processed through Procurement? No This item is an IGA related to a transfer of Jurisdiction
Contact Person	Michael Bays, Survey Cadd Supervisor; 503-742-46667

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards and maintenance responsibility of Maplelane Court and Maplelane Road. This intergovernmental agreement addresses transferring rights and duties as "road authority," including permitting authority, development of road standards, and maintenance responsibility to the City for portions of Maplelane Court and Maplelane Road.

Transferring the rights and duties as road authority for these portions of Maplelane Court and Maplelane Road to the City of Oregon City will eliminate confusion and improve efficiencies of

maintenance and public service. The City will perform all construction and reconstruction; improvement or repair and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits. The County will retain official jurisdiction of these portions of the roadways until such time as a jurisdictional transfer as outlined in this agreement with the County has been completed.

RECOMMENDATION:

Staff respectfully recommends that the Board approve this Intergovernmental Agreement with the City of Oregon City to transfer rights and duties as road authority for portions of Maplelane Court and Maplelane Road to the City and to establish a process and timelines related to a jurisdictional transfer.

Respectfully submitted,

Michael Bays

Michael Bays, Survey Cadd Supervisor
Attachments: IGA, Exhibits

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF OREGON CITY
AND CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF
MAPLELANE COURT AND MAPLELANE ROAD**

This agreement (the “Agreement”) is made on the date all required signatures have been obtained, between the City of Oregon City (“CITY”), a municipal corporation of the State of Oregon, and Clackamas County (“COUNTY”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the “PARTIES” and each a “PARTY.”

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the portions of Maplelane Court and Maplelane Road subject to this Agreement are located entirely within the boundaries of the City and are County Roads, as defined in ORS 368.001;

WHEREAS, Maplelane Court and Maplelane Road are depicted in Exhibit “B”, and more particularly described in Exhibit “A”, all of which are attached hereto and incorporated herein (collectively “Maplelane Court”);

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of Maplelane Court;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to that city, and the Parties desire to pursue a transfer of jurisdiction of Maplelane Court and a portion of Maplelane Road pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that Maplelane Court should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of Maplelane Court and a portion of Maplelane Road pursuant to ORS 373.270, and the County has paid the amount of money set forth herein.
2. **Transfer of Authority.**

- A. Responsibility for Road Authority activities (as outlined in Section 3) for Maplelane Court and a portion of Maplelane Road shall be surrendered to the City pursuant to the terms and conditions of this Agreement. The only portion of Maplelane Court subject to this Agreement measures approximately 1,606 feet and 96,367 square feet in area, as more particularly depicted on Exhibit “B”, and more specifically described on Exhibit “A”.
 - B. To facilitate the performance of responsibilities under this Agreement, the City hereby accepts responsibility for Road Authority activities (as outlined in Section 3) for Maplelane Court and a portion of Maplelane Road, as described herein.
 - C. The City shall be solely responsible for all costs associated with the Road Authority activities assumed by the City as set forth in this Agreement.
3. **Road Authority Obligations.** For purposes of this Agreement, the Road Authority activities include those activities the City deems necessary in accordance with City standards, including but not necessarily limited to, the following:
- A. Construction and reconstruction (including capital improvements);
 - B. Improvement or repair, and maintenance;
 - C. Maintenance and repair of related facilities within the roadway, including but not limited to storm water drainage facilities, traffic control devices, street lights and roadside barriers;
 - D. Timely repair or mitigation of known hazards to the road users;
 - E. Issuance of permits for work or the establishment of roadway standards on Maplelane Court; and
 - F. All other responsibilities the County may have under ORS 368 with regards to Maplelane Court and Maplelane Road which may be assumed by the City under state law.
4. **Maintenance Standard.** Any maintenance on Maplelane Court and Maplelane Road required by this Agreement shall be carried out in a manner that is similar to other roads with similar features, function, and characteristics under the City’s jurisdiction.
5. **County Responsibilities.**
- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Maplelane Court and Maplelane Road.
 - B. The County shall provide to the City the sum of \$29,384 which is equivalent to the cost of the following improvement: a 2-inch asphalt overlay on the portion of Maplelane Court identified in the exhibits attached to this Agreement. The sum of \$29,384 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over Maplelane Court and Maplelane Road are surrendered by the County and accepted by the City as described below.

6. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of Maplelane Court and Maplelane Road, the City shall carry out any additional procedures necessary, as set forth in ORS 373.270, for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of Maplelane Court and Maplelane Road, and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Maplelane Court
- B. The City agrees to assume full and absolute jurisdiction over the portion of Maplelane Court and Maplelane Road identified in the exhibits attached to this Agreement, if the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfer described herein.

7. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

8. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense

thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

9. General Provisions

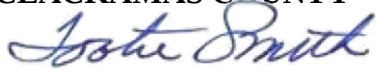
- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding

such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.
- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.

N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY



Chair

5/20/2021

Date



Recording Secretary

CITY OF OREGON CITY

City Manager, Anthony J Konkol, III

Date

Approved as to form:

City Attorney

Exhibit "A"

S. Maplelane Ct. and Maplelane Road Transfer of Jurisdiction

Clackamas County to City of Oregon City

Description

All that portion of S. Maplelane Court and Maplelane Road , both being County Road No. 398, Department of Transportation and Development maintenance No. 32104; Situated in the SW 1/4 of Section 04, T. 3 S., R. 2 E., W.M. as shown in Exhibit "B", attached hereto, lying West of the Westerly boundary line of Tax Lot 32E04C 01900, as described in Document No. 2012-076496, Clackamas County deed records, and lying East of the Easterly Right-of-Way Line of Highway 213 Trails End Highway, being approximately 1,606 feet long.

Contain 96,367 square feet, more or less.

EXHIBIT "B"



1' = 200'

CITY LIMITS

START MILE
POINT 0.35

32E04C 01900
DOC. NO. 2012-076496

CLACKAMAS
COUNTY

CITY OF
OREGON CITY

HWY 213
(TRAILS END HWY)

S MAPLELANE CT.
CR NO. 398

CITY OF
OREGON CITY

EASTERLY RIGHT-OF-WAY
OF HIGHWAY 213

BEAVERCREEK RD.

S MAPLELANE RD.



TRANSFERED ROAD

LOCATED IN THE SW 1/4 OF
SECTION 04, T. 3 S., R. 2 E., W.M.
CLACKAMAS COUNTY, OREGON

DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
150 BEAVERCREEK ROAD
OREGON CITY, OR 97045



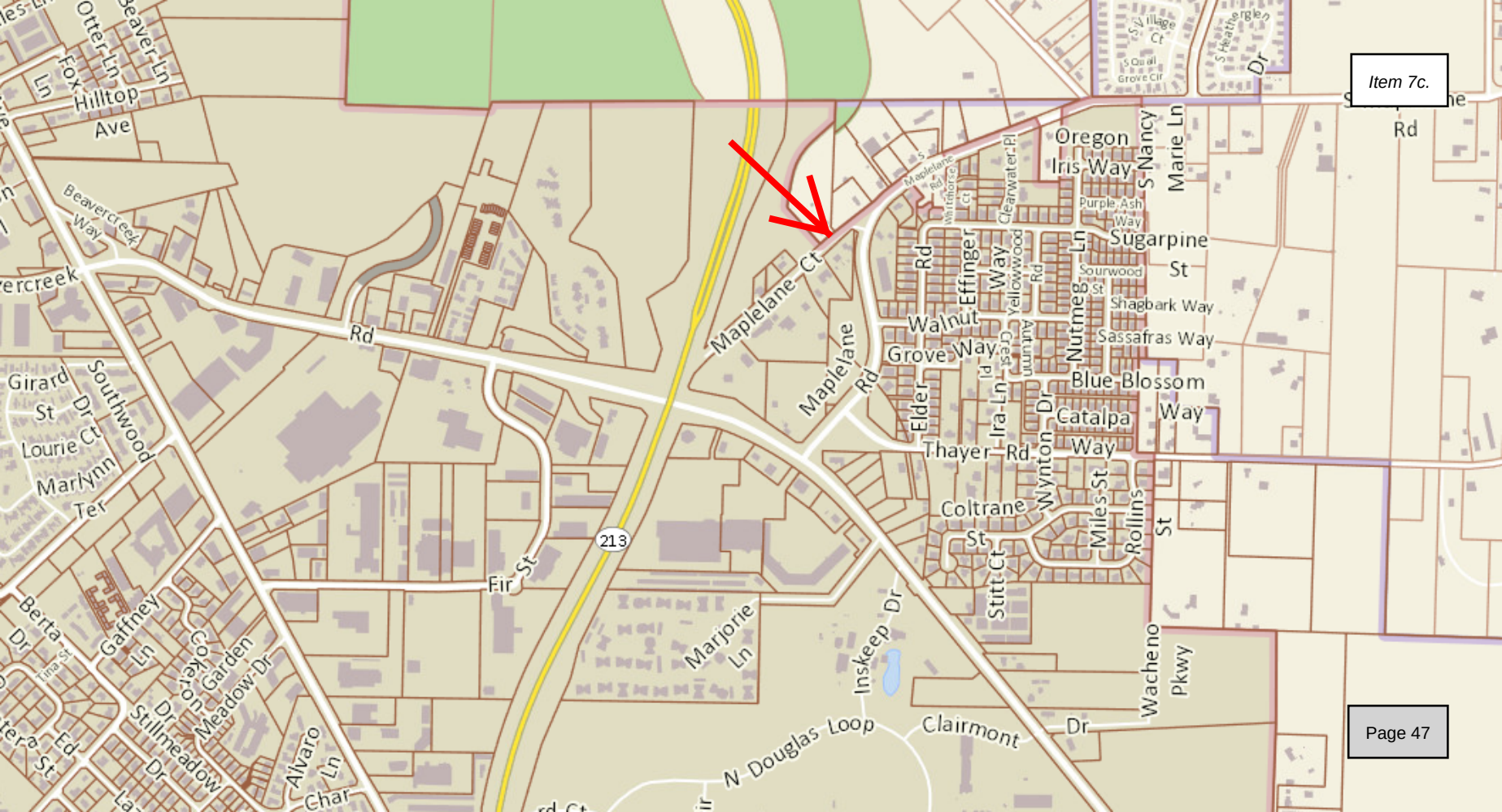
05/03/2021

A. REITER

JURISDICTIONAL TRANSFER
S. MAPLELANE CT.
COUNTY ROAD NO. 398

SHEET

1 OF 1



Item 7c.



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: 06/16/2021

SUBJECT:

Intergovernmental Agreement with Water Environment Services Transferring a Portion of Sanitary Sewer in and near Clackamette Drive to the City of Oregon City

STAFF RECOMMENDATION:

Authorize the City Manager to sign an Intergovernmental Agreement between the City of Oregon City and Water Environment Services related to the transfer of a portion of sanitary sewer located within and near Clackamette Drive from Clackamas County to Oregon City.

EXECUTIVE SUMMARY:

There is a discrepancy of ownership and maintenance of an existing sanitary sewer located within Clackamette Drive and Dunes Drive. To clarify ownership and maintenance responsibilities and align them with existing practices, the City and County have agreed that now is the proper time to transfer jurisdiction of the existing sewer line from the County to the City. This transfer of jurisdiction is completed by way of an Intergovernmental Agreement.

BACKGROUND:

A portion of sanitary sewer was built within Clackamette Drive and Dunes Drive in 1984 by Water Environment Services. These sewers lie completely within City-owned roadways within property that lies within the City limits.

The sewers function as local collection lines and not transmission lines. The sewers have been functionally maintained by the City of Oregon City for most of their lifetime. County records show that this sewer is owned and maintained by Clackamas County, and City records show that this sewer is owned and maintained by City of Oregon City. To rectify this discrepancy, the County has requested that the City accept this intergovernmental agreement to align current practices with legal documentation of ownership and maintenance.

This transfer of ownership is an administrative correction to more properly define ownership and maintenance responsibility of the Clackamette Drive sewer.

City and County staff have reviewed the intergovernmental agreement and find it acceptable.

The Intergovernmental Agreement shows the area of transfer is described in Exhibit A and depicted in Exhibit B within the Intergovernmental Agreement.

OPTIONS:

1. Support the authorization to execute the Intergovernmental Agreement.
2. Deny the authorization to execute the Intergovernmental Agreement.

BUDGET IMPACT:

Amount: \$ 0

FY(s): NA

Funding Source(s): NA

INTERGOVERNMENTAL AGREEMENT BETWEEN WATER ENVIRONMENT SERVICES AND THE CITY OF OREGON CITY

THIS AGREEMENT (this “Agreement”) is entered into and between Water Environment Services (“WES”), an intergovernmental entity formed pursuant to ORS Chapter 190, and the City of Oregon City (“City”), a political subdivision of the State of Oregon, collectively referred to as the “Parties” and each a “Party.”

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

In 1984, the Tri-City Service District (“TCSD”) constructed a portion of the collection system within the City, located near Dunes Drive and McLaughlin Boulevard, adjacent to Clackamette Park. The construction connected the City’s existing collection system to WES’ new interceptor sewer, constructed as part of the same project, and allowed for the decommissioning of the Oregon City Sewer Treatment Plant. The City manages and maintains the overall collection system within its boundaries; however, there was no clear transfer of ownership over this portion of the collection system to the City. In January 2021, it was discovered that WES and the City have been completing regular inspection and maintenance on this portion of the collection system concurrently. It is believed that these independent activities have been occurring since 1984.

On July 1, 2017, TCSD transferred all of its right, title and interest in all tangible and intangible assets over to WES, as a part of its formation as an intergovernmental entity under Oregon Revised Statutes Chapter 190. WES desires to transfer to the City, and the City agrees to accept, ownership and responsibility for the collection system assets described in this Agreement.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Effective Date.** This Agreement shall take effect when executed by both Parties (the “Effective Date”).
2. **Property.** WES hereby transfers to City all of WES’s right, title, and interest in and to the items of property (the “Property”) listed below:

Two sanitary sewer manholes and two sanitary sewer pipelines further described in Exhibit A and depicted in Exhibit B, both attached hereto and incorporated by reference.
3. **Consideration.** The consideration for the transfer of the Property is other such good and valuable consideration, receipt of which is hereby acknowledged by WES.
4. **Transfer of Ownership.** City will take ownership of the Property on the Effective Date.
5. **Representations and Warranties.**

- A. *City Representations and Warranties*: City represents and warrants to WES that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.
- B. *WES Representations and Warranties*: WES represents and warrants to City that WES has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of WES enforceable in accordance with its terms.
- C. Except as otherwise expressly stated above, WES makes no warranties or representations with respect to the Property. City accepts the Property AS IS, WHERE IS, in its present condition, including all defects and with all faults, and there are no warranties of merchantability or of fitness for a particular purpose with respect to the Property.
- D. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. **Termination.** Reserved.

7. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, WES agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the WES or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the WES has a right to control, occurring prior to the Effective Date of this Agreement.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the WES, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control, occurring after the Effective Date of this Agreement.

- 8. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

- 9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication

or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information by giving prior written notice thereof to the other Party at its then current notice address.

- A. Nathan Seaver or their designee will act as liaison for the WES.

Contact Information:

150 Beavercreek Rd Suite 430
Oregon City, OR 9704
nseaver@clackamas.us
Office: 503-742-4573
Mobile: 503-679-5709

Josh Wheeler or their designee will act as liaison for the City.

Contact Information:

625 Center St. Oregon City, OR 97045
jwheeler@orccity.org
Office: 503-657-0891
Mobile: 971-322-9745

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon, and the ordinances of Clackamas County and WES without giving effect to the conflict of law provisions thereof. Any claim between WES and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim 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. In no event shall this section be construed as a waiver by the WES of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not

preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

D. **Access to Records.** Reserved.

E. **Work Product.** Reserved.

F. **Hazard Communication.** Reserved.

G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.

I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

K. **Independent Contractor.** Reserved.

L. **No Third-Party Beneficiary.** City and WES 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, 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.

M. **Assignment.** City may assign or transfer this Agreement, in whole or in part, or any right or obligation hereunder, at any time and shall provide written notice of such assignment to WES within thirty (30) days of such assignment or transfer.

- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** City agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Reserved.
- T. **Confidentiality.** Reserved.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Water Environment Services

City of Oregon City

Chair

Authorized Signatory

Date

Date

Exhibit A

The four structures are located in Oregon City, Oregon. They are generally located between McLoughlin Boulevard and Clackamette Park, in the area north of Dunes Drive. The four structures are connected to each other in series with the system connected to Oregon City's sanitary sewer infrastructure on the south end and Water Environment Services' sanitary sewer infrastructure on the north end.

- **Manhole SSMH-006694**: The most upstream structure is ssMH-006694, situated in the northeast quadrant of a grassy area located at the northwest corner of McLoughlin Boulevard and Dunes Drive. Manhole SSMH-006694 is a 48" diameter concrete manhole, is approximately 10.5 feet deep, has one inlet pipe from the south, a 30-inch pipe owned by the Oregon City, and one outlet pipe to the west, ssPP-002710.
- **Pipe ssPP-002710**: A reinforced concrete pipe that extends approximately 185 feet west from ssMH-006694 and terminates manhole ssMH-002571.
- **Manhole ssMH-002571**: Situated in the northwest quadrant of the grassy area located at the northwest corner of McLoughlin Boulevard and Dunes Drive, near the sidewalk that parallels the east side of Clackamette Drive. Manhole ssMH-002571 is a 48" diameter concrete manhole, is approximately 11.6 feet deep, has one inlet pipe from the east, ssPP-002710, and one outlet pipe to the north, ssPP-002709.
- **Pipe ssPP-002709**: A 12-inch reinforced concrete pipe that extends approximately 633 feet north, paralleling Clackamette Drive, and terminates at manhole ssMH-002570. Manhole ssMH-002570 is part of the Willamette Interceptor, is owned and maintained by WES and will continue to be operated by WES indefinitely.

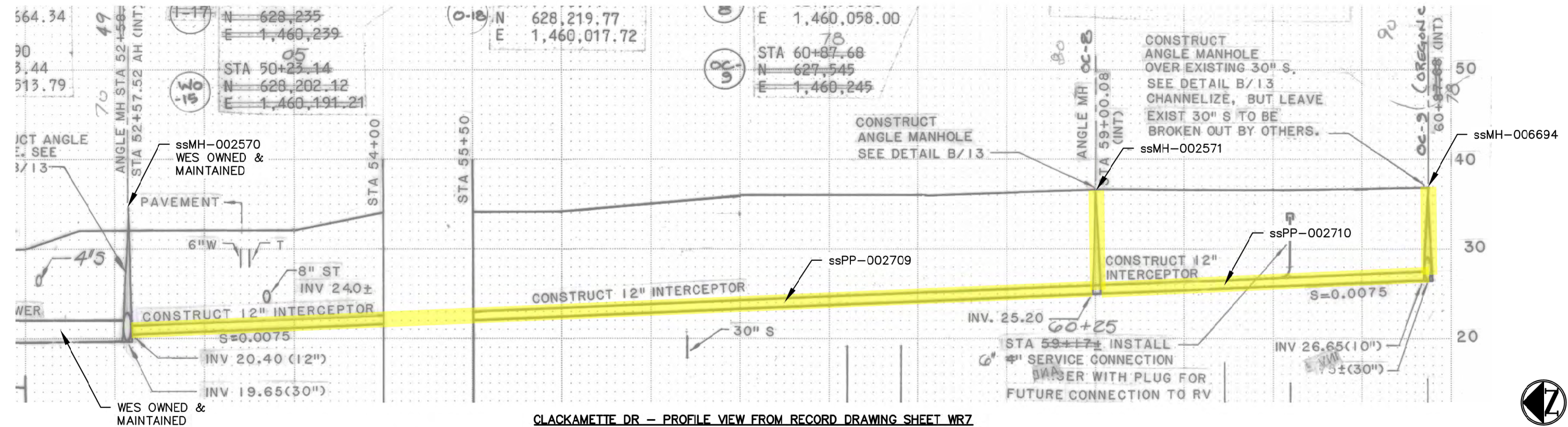
Exhibit B

ASSET MAPS

Exhibit B



- GENERAL NOTES**
- 1. THIS DRAWING HIGHLIGHTS IN YELLOW THE FOUR ASSETS IN QUESTION, TWO SANITARY SEWER MANHOLES AND TWO LENGTHS OF SANITARY SEWER PIPE.
 - 2. ASSET INFORMATION GATHERED FROM WES MAPS (<https://web.clackamas.us/maps/wesmaps>) AND OCWEBMAPS (<https://www.orcity.org/maps/ocwebmaps>) ON 08 FEB 2021
 - 3. RECORD DRAWING INFORMATION TAKEN FROM SHEET WR7 OF THE FEB 1984 TRI-CITY SERVICE DISTRICT (NOW CLACKAMAS WATER ENVIRONMENT SERVICES (WES)) PROJECT: WILLAMETTE INTERCEPTOR 1A, OUTFALL, OREGON CITY INTERCEPTOR



		NO.	DATE	BY	REVISIONS	DESIGNED BY:	DRAWN BY:	 WATER ENVIRONMENT SERVICES Water Quality Protection · Surface Water Management Wastewater Collection and Treatment			DRAWING NO.	
							NRS					SHEET NO. 1 of 1
						CHECKED BY:	SCALE:					
							N.T.S.					
						DATE:	FEBRUARY 2021					
						PROJECT :NO:						

Exhibit B
WES RECORD DRAWING WR7

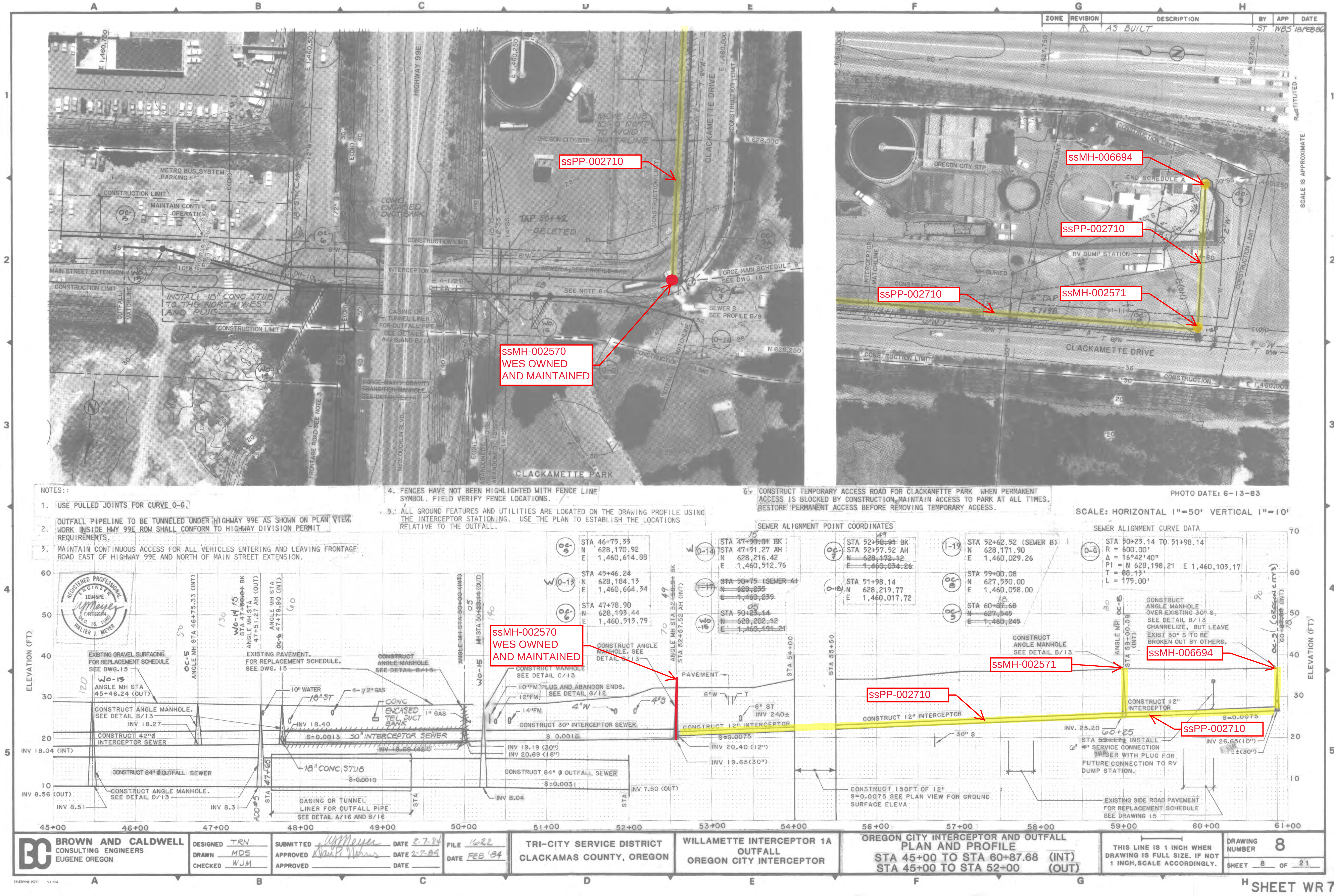
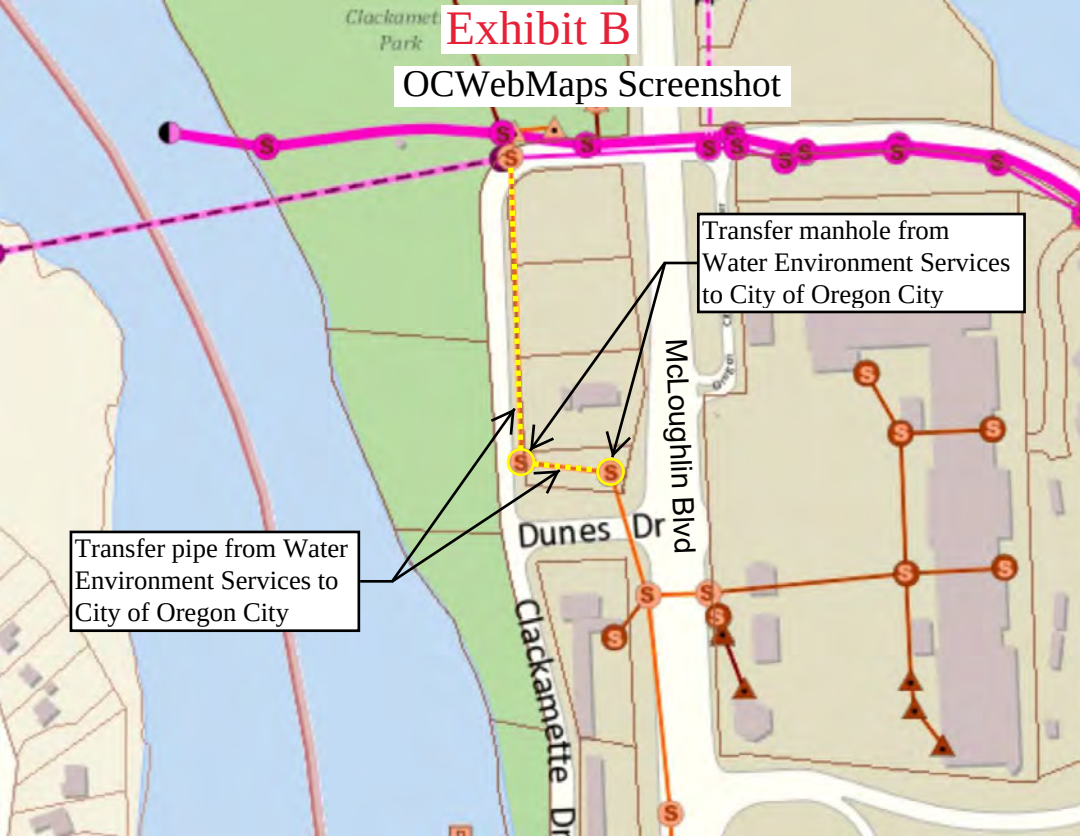


Exhibit B

OCWebMaps Screenshot



Transfer manhole from
Water Environment Services
to City of Oregon City

McLoughlin Blvd

Dunes Dr

Clackamette Dr

Transfer pipe from Water
Environment Services to
City of Oregon City



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: 06/16/2021

SUBJECT:

Personal Services Agreement with Blue Horizons Technical Solutions, Inc. for the Security Systems and Software for the Oregon City Operations Complex (CI 18-009)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Contract Agreement with Blue Horizons Technical Solutions, Inc. in the amount of \$65,065.11 for security and access control equipment and programming for the Oregon City Operations Complex (CI 18-009).

EXECUTIVE SUMMARY:

Blue Horizons Technical Solutions, Inc. was identified through an informal request for proposal process to provide security systems and software for the Oregon City Operations Complex, including design and installation.

BACKGROUND:

The new Oregon City Operations Complex will combine staff from multiple City facilities into one location. Divisions included in this complex are Public Works Operations, Community Services Operations, Public Works Engineering, and GIS and Information Technology. The Complex includes office space, a fleet maintenance shop, and enclosed warehouse space for existing equipment.

Staff issued an informal request for proposal for the security and control equipment and programming for the Oregon City Operations Complex. Seven companies were contacted, and three providers responded with qualified government contract pricing. The proposals were evaluated using a scoring system, and Blue Horizons Technical Solutions, Inc. was selected as the vendor.

The list of bidders is outlined below:

Blue Horizons Technical Solutions, Inc.	\$65,065.11
Structured Communications	\$69,060.00
Precidio Network Solutions	\$75,410.00

This contract includes the following items (as identified in Exhibit A – Scope, included within the contract):

- Design, equipment, and programming for security sensors for both man door and rollup doors, cameras and motion detectors for the yard, warehouse, and office.
- Design, equipment, and programming for building and warehouse access control system for office, warehouse, and secured yard fence gates.
- The brand of equipment is Avigilon to follow the City's goal to have all locations on one system. This equipment was most recently installed at the Library and Robert Libke Public Safety Building.
- Combined cost for both systems is \$65,065.11. This cost is covered by the programmatic budget outside the GMP contract. No additional funds are needed.
- Installation Schedule is set to begin in August 2021 and be completed in September 2021.

Staff, Contractor and Architect worked with Blue Horizons to develop the design and layout. Security camera coverage includes almost 100% of the campus fence line.

The attached scope of work (Exhibit A, included within the contract) outlines the detail of the project through the design process and installation phase.

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: \$65,065.11
 FY(s): 2021/2022
 Funding Source(s): Community Facility Fund

CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT
OREGON CITY OPERATIONS COMPLEX (CI 18-009)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **BLUE HORIZONS TECHNICAL SOLUTIONS, INC.** ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **December 31, 2021**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **sixty-five thousand, sixty-five and 11/100 dollars (\$65,065.11)**.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
 PO Box 3040
 625 Center Street
 Oregon City, OR 97045
 Attention: John M. Lewis

To Consultant:

BLUE HORIZONS TECHNICAL SOLUTIONS, INC.
1982 NE 25TH AVE, STE 14
HILLSBORO, OR 97124
Attention: Scott Bateman

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

BLUE HORIZONS TECHNICAL SOLUTIONS, INC .

By: _____

John M. Lewis, P.E.

Title: Public Works Director

By: _____

DATED: _____, 20____.

Name: _____

Title: _____

By: _____

Anthony J. Konkol III

Title: City Manager

DATED: _____, 20____.

DATED: _____, 20____.

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

APPROVED AS TO LEGAL SUFFICIENCY:

DATE: _____

By: _____

City Attorney

OREGON CITY PUBLIC WORKS BUILDING – SECURITY SYSTEMS & HARDWARE

PRESENTED BY BLUE HORIZONS TECHNICAL SOLUTIONS INC

FEBRUARY 27, 2021

OVERVIEW

In preparation of completion of the Public Works Building – Oregon City, referred to as Customer, this proposal for security system hardware and implementation has been developed and presented by Blue Horizons Technical Solutions, referred to as Contractor. The final solution includes specific video, audio, and access control components specified for the structural project and exterior gate systems.

Materials and software included in this proposal are Avigilon ACM and Avigilon ACC, Contractor has maintained Gold level Avigilon VAR certifications since 2004 and had extensive experience with Enterprise ACM and ACC deployments. Based on early participation in engineering of the project Contractor has secured material discounts with Avigilon for the project that will be included in this proposal.

Access Control solution will include one Avigilon Enterprise class ACM network appliance providing web-based access to users across the secure network. All panel clusters will include Mercury based panels and Life Safety protected power supply enclosures. Credential technology will be iClass SE 3000 series smart card. Credential creation station includes printer, camera, and licensing. Power systems include fire system interconnect and emergency power.

Video Surveillance solution will include one Avigilon H4 series Enterprise Class Server providing client and web-based access to all users across the secure network. Camera Hardware will include Avigilon Analytic systems equipped bullet style hardware. All mounting hardware for location specific installation is included.

Intrusion system will include Bosch B series panel hardware and edge devices. Communication will be IP based and require network connectivity provided by customer.

Systems Integrations

- Cameras associated with access-controlled door locations will be integrated with ACM to include rapid video retrieval of access control events.
- Cloud based connectivity will be established for off-site viewing and receipt of analytic based alarms.
- Analytic alarms will be configured in key areas designated by and user for advanced notification of security events.
- Analytic based perimeter alarms will be integrated into intrusion system for notification of perimeter events.
- Fire and Alarm system integration into access control platform.

1. Project Scope

Contractor will provide all materials included in the proposal for all access control and video surveillance systems, including all mounting hardware and final termination components. Contractor will perform installation of all provided hardware, activation, and final configuration of all edge devices and recording systems. Contractor will provide advanced level programming for all rule-based alarms and system integrations. Contractor will provide training to system administrators and credential creation station users.

Training will be performed in one two-hour session, including physically accessing and operating each applicable access zone, system operator and administration navigation, and credential management training to authorized users.

- Low voltage cable and low voltage cable installation will be provided by others. All low voltage cable installation will be provided by General Contractor based on security systems specifications previously provided and specified within architectural specifications.
- General Electrical Contractor will install access control cable to door frames and route all individual conductor groups to final edge device installation location within frame.
- Intrusion cabling will be routed to all edge device final installation locations with small coil for final termination of device.
- Doors including Intrusion and Access Control will receive one additional, separate 22/2 cable for door sensors. Access control DC cables and additional 22/2 will both terminate at single door contact for dual status monitoring. 22/2 cable will be routed to Intrusion panels.
- Cat6 cable will be installed to all final camera locations with 8ft coil for final termination. BHTS will complete camera installation and final routing and termination within camera hardware and housings.
- Cabling for video, access control, and intrusion systems will originate in two locations. General contractor will provide detailed documentation of cabling distribution based on MDF/IDF origination. BHTS will distribute all control panels based on final cabling.
- All video, access control, and intrusion cabling will be labeled in a legible fashion. No labor is included for circuit tracing and cabling verification.

No Lock Hardware is included in this proposal. Locking hardware will be provided by general contractor as per architectural specifications. Contractor requires voltage specifications for all locking hardware prior to deployment. Contractor specifies 24VDC lock power to all devices unless otherwise specified by General contractor.

No High-Voltage circuits or terminations are included in this proposal. 110VAC Circuits will be provided to each access control panel cluster location by General contractor, terminated by high voltage electrician.

2. High-Level Requirements

Installation of access control and video surveillance systems will require access to Customer network resources. Contractor will have access to network termination location and access to Customer IT resources for final programming and deployment of all systems. Customer agrees to provide access and be available to provide network addressing and routing for final deployment.

Contractor will require

- One block of 20 statically assignable IP addresses, in an isolated subnet, to be assigned to all security related devices. Customer agrees to provide isolated subnet and management of subnet across network.
- Four RMU for Video and Access Control server installation in primary server rack.
- Adequate space on fire retardant surface in network rooms for access control panel and power supply installation. 24 in wide area, floor to ceiling is preferred.
- Generator supported circuits will be provided at MDF and IDF locations for security system hardware. Circuits will be hard wired, termination provided by general contractor.
- High voltage termination to all access control panels will be provided by General Contractor.

Access control and video surveillance systems will be network accessible. Video surveillance client workstations will require administrative system access for client software installation. Client software installed will be Avigilon ACC at its current version 6 iteration. Access control solution will be accessible through web client and will be managed through LDAP integration. Customer agrees to provide LDAP integration support for user database migration.

Fire system integration with access control system will be facilitated by General Contractor. General will provide fire system emergency circuit to access control panel clusters in all access control panel locations.

Alarm system integration with access control system will be facilitated by Contractor. General Contractor will provide Alarm system integration circuit to access control panel clusters in all access control panel locations. General Contractor will provide alarm zone programming and detailed functionality report for alarm zones and expected access control response to alarm inputs in advance of access control system deployment.

3. Deliverables

All hardware and materials will be delivered in advance of final installation for pre-configuration and labeling. Materials will be provided and delivered based on construction schedule, one week in advance of installation date. Customer agrees to provide labeling nomenclature and termination schedule for final network termination to be applied to all edge devices.

Materials ordering and delivery will be based on General contractor construction schedule, contractor requests regular updates on schedule as changes are made.

All materials included in this proposal, original manufacturer Avigilon, may be provided by contractor under VAR discount pricing agreement. Contractor agrees to pass discount to Customer. Material invoicing will apply at time of delivery.

4. Affected Parties

No outages or network down-time should be expected, all work and system testing will be complete prior to occupancy.

Customer data base administrator will work with Contractor to integrate Customer network users into access control user database.

5. Affected Business Processes or Systems

All system hardware included in this proposal is intended to be installed on Customer secure network. Security system hardware will require network security implementation and subnet segregation for network security and integrity of critical data. Customer networking administrators will work in conjunction with Contractor to deploy security system hardware safely and securely on Customer network.

6. Specific Exclusions from Scope

- 1) No low voltage cabling or pathways are included in this proposal. All low voltage cabling and pathways will be provided by General Contractor. No low voltage cable will be installed from originating head-end location to final installation location of edge hardware.
- 2) Cable certification where applicable will be performed by General Contractor as part of the cable certification process. All access control and video cable will be tested as specified in Division 27/28 with class 2 test and verification hardware.
- 3) No high voltage cable or termination is included in this proposal. Access control panel clusters will require 110VAC circuit and termination.
- 4) No fire system emergency circuit is included in this proposal. General contractor will provide emergency fire circuit to each access control panel cluster.
- 5) Service agreement is not included in this proposal. Service agreement opportunities will be presented to customer for access control and video surveillance systems separate from this proposal. All warranty on materials and labor remains active from time of installation.
- 6) No site engineering has been provided as part of this proposal. Site engineering was performed by others, no liability lies with Contractor relating to site specific product placement.

7. Implementation Plan

Installation of all system components will take place throughout the construction of the Public Works facility in a phased approach, in conjunction with general construction objectives. Contractor will provide project management representative to attend and participate in regularly scheduled project meetings throughout the duration of the project.

Contractor will adhere to General contractor's construction schedule and meet all progress goals during the project. Changes or additions will be addressed with General contractor during project meetings. All efforts will be made to mitigate delays or changes to scope.

Head end termination and training will be performed as final items in the project. Training will be provided following completion of the installation.

8. High-Level Timeline/Schedule

Contractor anticipates 175 hours labor, distributed over multiple phases of the project. Anticipated labor values are achievable with available man-power resources under the fore casted overall project timeline. Additional labor resources will be available in the event of additions or changes to the project.

Contractor requires 2 weeks' notice for material deliveries during phases of the project. Contractor will pre-configure all possible devices prior to delivery and installation. Customer will provide networking address information to Contractor prior to installation of edge hardware.

Contractor will provide representative to participate in General contractor conducted project planning meetings. Every effort will be made to adhere to General contractor scheduling requirements and mitigate any possible delays to General construction project caused by Contractor.



Customer

Blue Horizons Technical Solutions Inc.
1982, NE 25th Ave, STE 14
Hillsboro, OR
97124, United States
9712753835

Prepared By:
Scott Bateman
9712753835
batemans@bhhs.net

Oregon City - Public Works
13895 Fir Street
Oregon City, Oregon
97045, US

Samra Egger

segger@planbconsult.net

Project: OC Public Works

Scope of Work

50- ELEC Low Volt Mark Ups CLEAN.pdf - Page 1

Part	Quantity	Material Cost	Labor Cost and/or Adjustments	Total Cost
Card Reader	6 ea	\$ 396.92	\$ 165.00	\$ 3,371.54
DOOR CONTACT - ROLLER BALL	8 ea	\$ 36.67	\$ 165.00	\$ 1,613.33
KEYPAD WITH 2 LINE DISPLAY	2 ea	\$ 183.33	\$ 165.00	\$ 696.67
Roll-up Door Contact	9 ea	\$ 87.00	\$ 137.50	\$ 2,020.50
H5A BULLET CAMERAASSEMBLY	7 ea	\$ 1,118.46	\$ 247.50	\$ 9,561.73
MULTISENSOR 15MP 270 WALL MT OUTDOOR	1 ea	\$ 2,551.67	\$ 1,031.25	\$ 3,582.92

50- ELEC Low Volt Mark Ups CLEAN.pdf - Page 2

Part	Quantity	Material Cost	Labor Cost and/or Adjustments	Total Cost
Card Reader	6 ea	\$ 396.92	\$ 165.00	\$ 3,371.54
DOOR CONTACT - ROLLER BALL	12 ea	\$ 36.67	\$ 165.00	\$ 2,420.00
KEYPAD WITH 2 LINE DISPLAY	3 ea	\$ 183.33	\$ 165.00	\$ 1,045.00
360° Ceiling Mount Motion Detector	4 ea	\$ 136.92	\$ 165.00	\$ 1,207.69
Timer control	1 ea	\$ 940.33	\$ 165.00	\$ 1,105.33
Legacy Analog Camera	2 ea	\$ 0.00	\$ 247.50	\$ 495.00

50- ELEC Low Volt Mark Ups CLEAN.pdf - Page 3

Part	Quantity	Material Cost	Labor Cost and/or Adjustments	Total Cost
Card Reader	3 ea	\$ 396.92	\$ 165.00	\$ 1,685.77
DOOR CONTACT - ROLLER BALL	4 ea	\$ 36.67	\$ 165.00	\$ 806.67
360° Ceiling Mount Motion Detector	1 ea	\$ 136.92	\$ 165.00	\$ 301.92



Part	Quantity	Material Cost	Labor Cost and/or Adjustments	Total Cost
Roll-up Door Contact	1 ea	\$ 87.00	\$ 137.50	\$ 224.50
TriTech Ceiling Mount Detector	1 ea	\$ 148.33	\$ 165.00	\$ 313.33
PENDANT MOUNT	1 ea	\$ 160.00	\$ 247.50	\$ 407.50

50- ELEC Low Volt Mark Ups CLEAN.pdf - Page 4

Part	Quantity	Material Cost	Labor Cost and/or Adjustments	Total Cost
Card Reader	2 ea	\$ 396.92	\$ 165.00	\$ 1,123.85
DOOR CONTACT - ROLLER BALL	2 ea	\$ 36.67	\$ 165.00	\$ 403.33
360° Ceiling Mount Motion Detector	1 ea	\$ 136.92	\$ 165.00	\$ 301.92
ACM16Pro	1 ea	\$ 1,541.54	\$ 330.00	\$ 1,871.54
16 ZONE OUTPUT	1 ea	\$ 717.00	\$ 660.00	\$ 1,377.00
16 ZONE EXPANDABLE ALARM PANEL	2 ea	\$ 310.00	\$ 825.00	\$ 2,270.00
Legacy Analog Camera	1 ea	\$ 0.00	\$ 247.50	\$ 247.50
8 DOOR PANEL GROUP	2 ea	\$ 3,035.00	\$ 1,320.00	\$ 8,710.00

50- ELEC Low Volt Mark Ups CLEAN.pdf - Page 5

Part	Quantity	Material Cost	Labor Cost and/or Adjustments	Total Cost
360° Ceiling Mount Motion Detector	1 ea	\$ 136.92	\$ 165.00	\$ 301.92

50- ELEC Low Volt Mark Ups CLEAN.pdf - Page 6

Part	Quantity	Material Cost	Labor Cost and/or Adjustments	Total Cost
DOOR CONTACT - ROLLER BALL	3 ea	\$ 36.67	\$ 165.00	\$ 605.00
360° Ceiling Mount Motion Detector	3 ea	\$ 136.92	\$ 165.00	\$ 905.77
Roll-up Door Contact	4 ea	\$ 87.00	\$ 137.50	\$ 898.00
16 ZONE EXPANDABLE ALARM PANEL	2 ea	\$ 310.00	\$ 825.00	\$ 2,270.00
PENDANT MOUNT	3 ea	\$ 160.00	\$ 247.50	\$ 1,222.50
360` Motion detector - IP66	1 ea	\$ 148.33	\$ 247.50	\$ 395.83
8 DOOR PANEL GROUP	1 ea	\$ 3,035.00	\$ 1,320.00	\$ 4,355.00

Part	Quantity	Material Cost	Labor Cost and/or Adjustments	Total Cost
Project Management	1 ea	\$ 275.00	\$ 3,300.00	\$ 3,575.00

Notes



Summary

Price	
Labor and Adjustments	\$ 28,613.75
Materials	\$ 36,451.36
Subtotal	\$ 65,065.11

Taxes	
Labor and Adjustments Tax	\$ 0.00
Materials Tax	\$ 0.00
Total Taxes	\$ 0.00

\$ 65,065.11

Accepted By

Date

.....

.....

9. Acceptance

Upon acceptance Contractor will provide system engineering documentation for all hardware and systems included in this proposal. Material data sheets for all hardware will be provided to General Contractor and architect.

Material ordering and delivery will begin based on construction schedule. Head end requirements will be provided to General Contractor.

10. Terms

Progress billing will be applied to this project. Commencement fee of 25% will be due upon acceptance of this proposal, material invoices will be processed upon delivery, final billing includes labor and training.

All invoices will be billed Net30, interest will be applied on past due invoices.

Commencement

Blue Horizons Technical Solutions Inc is pleased to provide these security options for the upcoming project, Public Works Building.

Please contact your sales representative for any questions or clarifications regarding this proposal. Proposal created by Scott Bateman, batemans@bhhs.net 503-939-3633

Authorization for components of this proposal, or for the discounted turnkey option maybe selected and authorized below.

APPROVAL AND AUTHORITY TO PROCEED

We approve the project as described above, and authorize the team to proceed.

Authorizing Party	Title	Authorization Date
Contract Number	Purchasing contact	Approval Date

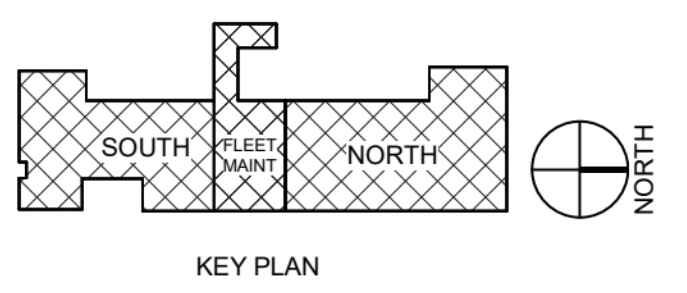
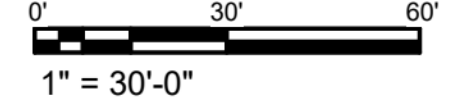
Approved By	Date	Approved By	Date
-------------	------	-------------	------

Legend	
H5A BULLET CAMERAASSEMBLY	7
MULTISENSOR 15MP 270 WALL MT OUTDOOR 1	
Card Reader	6
Roll-up Door Contact	9
DOOR CONTACT - ROLLER BALL	8
KEYPAD WITH 2 LINE DISPLAY	2

FILE PATH: C:\Users\kay\aa\Documents\OC Public Works_MEP_R19_kay\la_a

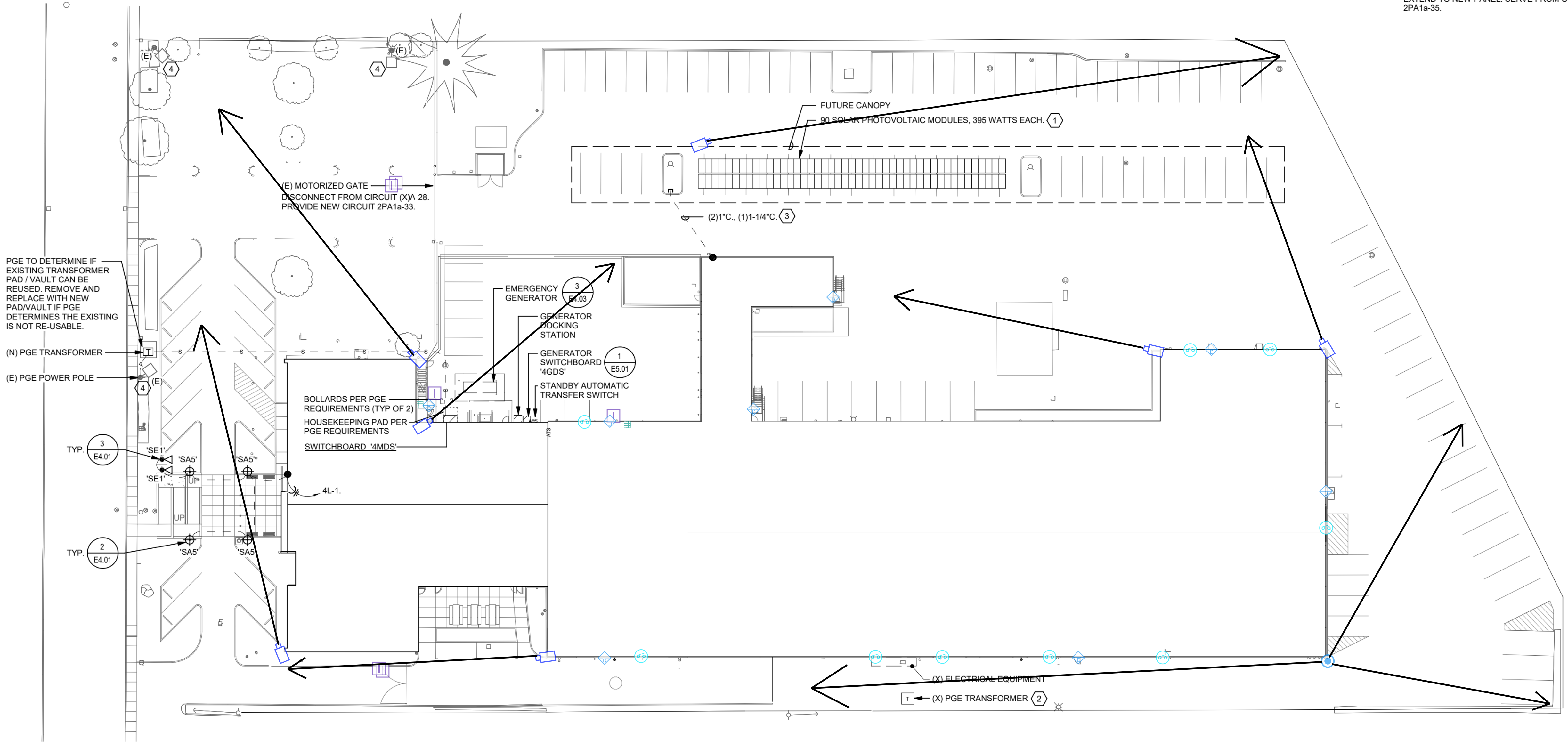
THESE DRAWINGS ARE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND MAY NOT BE DUPLICATED OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

1 SITE PLAN - ELECTRICAL



SHEET KEYNOTES

- 1 FUTURE 90 MONOCRYSTALLINE 395W PHOTOVOLTAIC MODULES ON CANOPY (35.5KW), PHOTOVOLTAIC INVERTER, CIRCUIT, AND STRUCTURAL WORK ASSOCIATED WITH PHOTOVOLTAIC SYSTEM. PROVIDE RACKING SYSTEM GROUND SUPPORT. PROVIDE STRUCTURAL CALCULATIONS PER PERMIT REQUIREMENTS.
- 2 EXISTING ELECTRICAL SERVICE TO BE REMOVED. DEMOLISH ALL EXISTING ELECTRICAL EQUIPMENT MOUNTED AT EXTERIOR OF BUILDING ASSOCIATED WITH THE UTILITY SERVICE. EXISTING ELECTRICAL EQUIPMENT IN WAREHOUSE SERVED FROM THE UTILITY SERVICE WILL REMAIN AND RE-FED FROM NEW UTILITY SERVICE.
- 3 PROVIDE (1)1-1/4", (2)1" CONDUIT WITH PULL-STRING FROM CEILING SPACE NEAR PANEL 4SDP TO SITE PARKING LOT FOR FUTURE PARKING CANOPY LIGHTING. P.V. AND CONVENIENCE POWER. MARK EXPOSED END OF CONDUIT: "FUTURE CANOPY LIGHTING AND POWER".
- 4 INTERCEPT EXISTING CIRCUIT TO SITE POLE, AND EXTEND TO NEW PANEL. SERVE FROM CIRCUIT 2PA1a-35.



S|E|A

SCOTT|EDWARDS ARCHITECTURE LLP.
2525 E Burnside Street, Portland, OR 97214
phone: (503) 226-3617 www.sealip.com

REGISTERED PROFESSIONAL
ENGINEER
72777PE
OREGON
JUNE 02, 2010
MARK K. O'LEARY
EXPIRES: 12/31/20

OREGON CITY
PUBLIC WORKS
Job Number: 19112
13895 FIR STREET
OREGON CITY, OR 97045

INTERFACE
ENGINEERING
PROJECT 2019-0489
CONTACT KRISTINE LEAVENS
100 SW Main Street, Suite 1600
Portland, OR 97204
TEL 503.382.2266
www.interfaceengineering.com

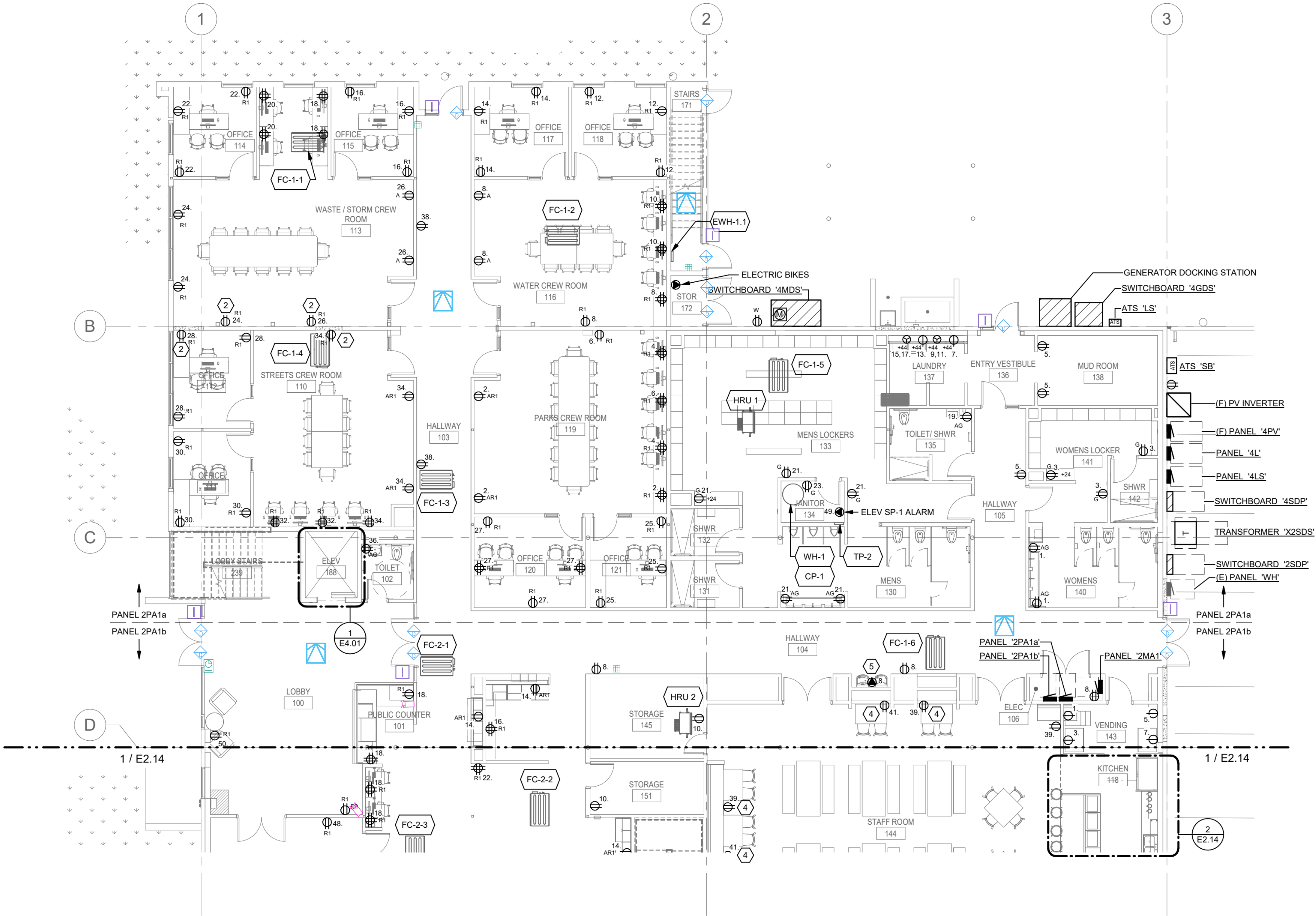
PERMIT SET JUL 10, 2020
ISSUE DATE
Drawing:
SITE PLAN -
ELECTRICAL

Sheet No:
E1.01

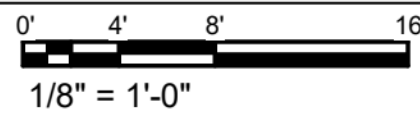
Legend	
Card Reader	6
DOOR CONTACT - ROLLER BALL	12
KEYPAD WITH 2 LINE DISPLAY	3
360° Ceiling Mount Motion Detector	4
Timer control	1
Legacy Analog Camera	2

FILE PATH: C:\Users\kaylaa\Documents\OC Public Works_MEP_R19_kayla_a

THESE DRAWINGS ARE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND MAY NOT BE DUPLICATED OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



1 FLOOR PLAN - LEVEL 1 SOUTHWEST - ELECTRICAL



GENERAL SHEET NOTES

- A. ELECTRICAL DEVICES WEST OF HALLWAY 104: CIRCUIT DESIGNATIONS ADJACENT TO DEVICES REFER TO PANEL 2PA1a UNLESS OTHERWISE NOTED.
- B. ELECTRICAL DEVICES EAST OF HALLWAY 104: CIRCUIT DESIGNATIONS ADJACENT TO DEVICES REFER TO PANEL 2PA1b UNLESS OTHERWISE NOTED.

SHEET KEYNOTES

- 1 PROVIDE GFCI CIRCUIT BREAKER IN PANELBOARD DUE TO EQUIPMENT BLOCKING TEST SWITCH DEVICES.
- 2 EXISTING CONCRETE WALL, SURFACE MOUNT DUPLEX RECEPTACLE AND CONDUIT.
- 3 NOT USED.
- 4 PROVIDE FLUSH OUTLET IN INTRINSIC SPACE OF MILLWORK. CONCEAL CONDUIT IN FURNITURE. COORDINATE WITH ARCHITECTURAL MILLWORK DRAWINGS.
- 5 COMBINATION ELECTRIC WATER COOLER AND BOTTLE FILLER, COORDINATE WITH DIVISION 22. PROVIDE GFCI CIRCUIT BREAKER UNLESS CONNECTED TO UPSTREAM GFCI DEVICE. COORDINATE LOCATION WITH ARCHITECTURAL DRAWINGS.

S|E|A

SCOTT EDWARDS ARCHITECTURE LLP.
2525 E Burnside Street, Portland, OR 97214
phone: (503) 226-3617 www.sealip.com

REGISTERED PROFESSIONAL
ENGINEER
72777PE
OREGON
JUNE 02, 2010
MARK K. O'LEARY

EXPIRES: 12/31/20

OREGON CITY
PUBLIC WORKS

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

INTERFACE
ENGINEERING

PROJECT 2019-0489
CONTACT KRISTINE LEAVENS
100 SW Main Street, Suite 1600
Portland, OR 97204
TEL 503.382.2266
www.interfaceengineering.com

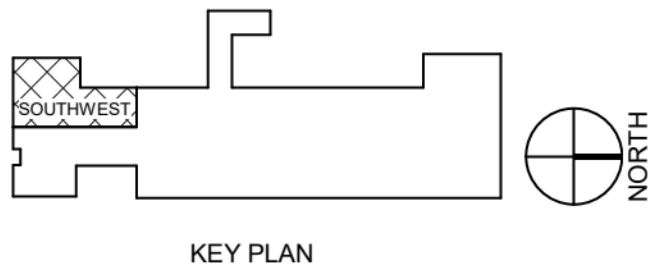
PERMIT SET JUL 10, 2020

ISSUE DATE

Drawing:
FLOOR PLAN - LEVEL
1 SOUTHWEST -
POWER

Sheet No:

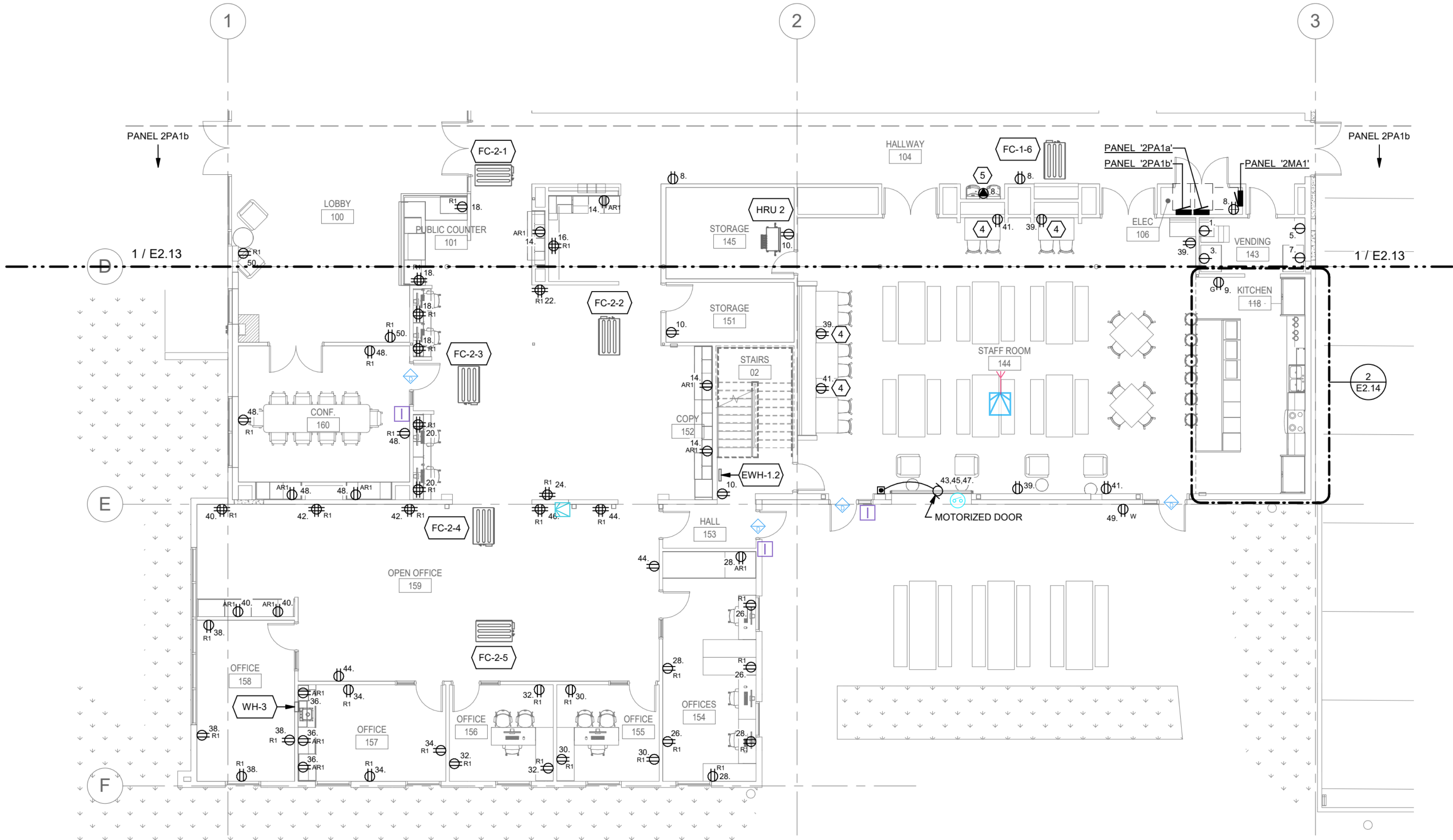
E2.13



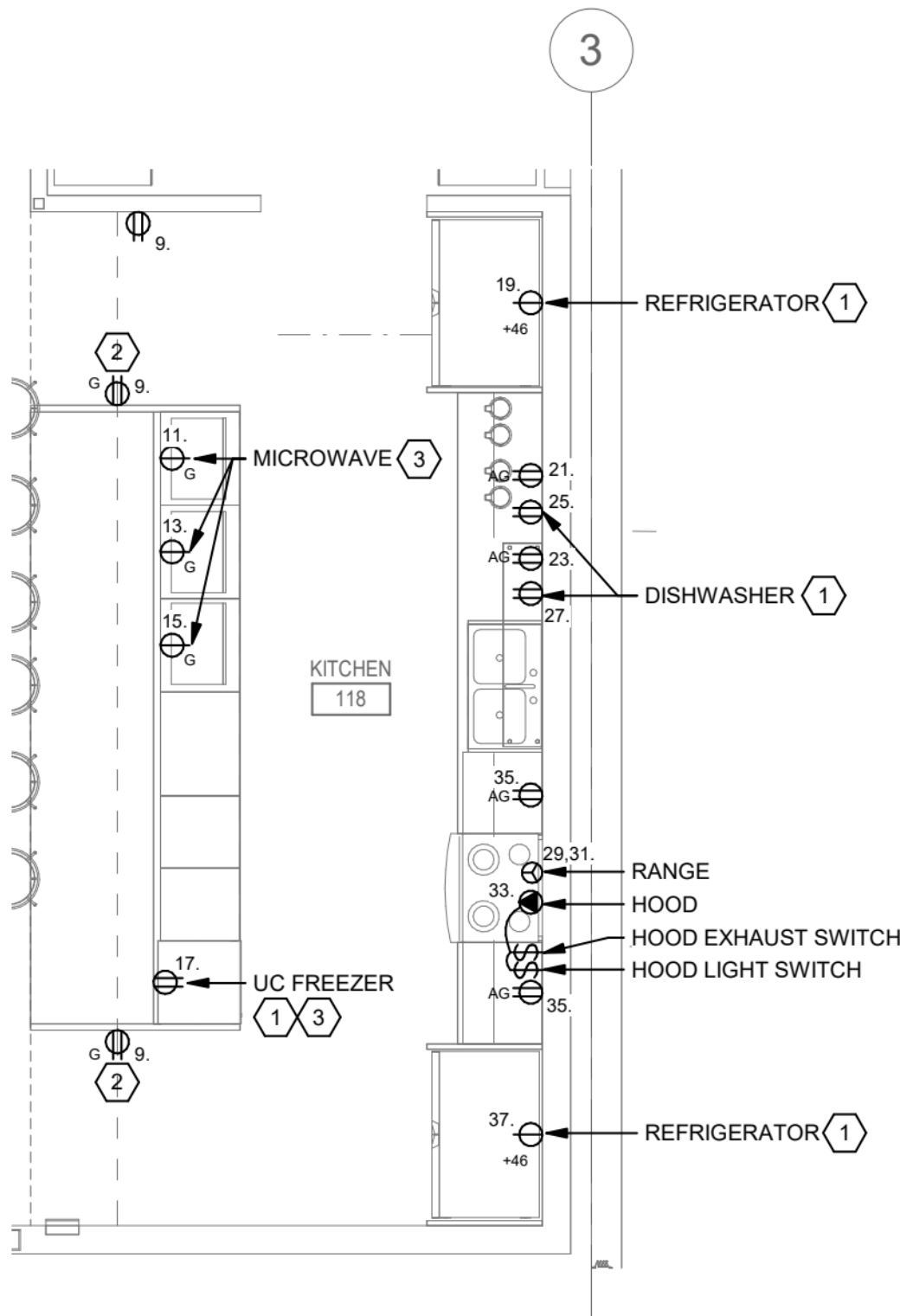
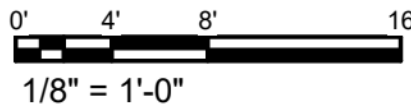
Legend		
	Card Reader	3
	Roll-up Door Contact	1
	DOOR CONTACT - ROLLER BALL	4
	360° Ceiling Mount Motion Detector	1
	TriTech Ceiling Mount Detector	1
	PENDANT MOUNT	1

FILE PATH: C:\Users\kay\aa\Documents\OC Public Works_MEP_R19_kay\la_a

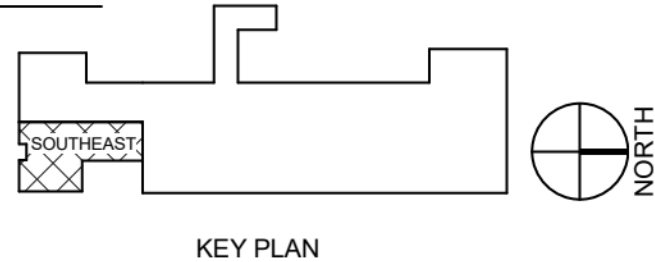
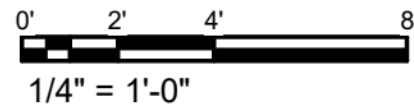
THESE DRAWINGS ARE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND MAY NOT BE DUPLICATED OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



1 FLOOR PLAN - LEVEL 1 SOUTHEAST - ELECTRICAL



2 ENLARGED PLAN - KITCHEN 118 - ELECTRICAL



GENERAL SHEET NOTES

A. CIRCUIT DESIGNATIONS ADJACENT TO DEVICES REFER TO PANEL 2PA1b UNLESS OTHERWISE NOTED.

SHEET KEYNOTES

- 1 PROVIDE GFCI CIRCUIT BREAKER IN PANELBOARD DUE TO EQUIPMENT BLOCKING TEST SWITCH DEVICES.
- 2 MOUNT RECEPTACLE FLUSH IN CASEWORK 6" BELOW TOP COUNTER. CONCEAL CONDUIT IN CASEWORK. COORDINATE WITH ARCHITECTURAL DRAWINGS.
- 3 MOUNT RECEPTACLE FLUSH IN CASEWORK CABINET. CONCEAL CONDUIT IN CASEWORK. COORDINATE WITH ARCHITECTURAL DRAWINGS.
- 4 PROVIDE FLUSH OUTLET IN INTRINSIC SPACE OF MILLWORK. CONCEAL CONDUIT IN FURNITURE. COORDINATE WITH ARCHITECTURAL MILLWORK DRAWINGS.
- 5 COMBINATION ELECTRIC WATER COOLER AND BOTTLE FILLER. COORDINATE WITH DIVISION 22. PROVIDE GFCI CIRCUIT BREAKER UNLESS CONNECTED TO UPSTREAM GFCI DEVICE. COORDINATE LOCATION WITH ARCHITECTURAL DRAWINGS.

S|E|A

SCOTT EDWARDS ARCHITECTURE LLP.

2525 E Burnside Street, Portland, OR 97214
phone: (503) 226-3617 www.sealip.com



OREGON CITY PUBLIC WORKS

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

INTERFACE ENGINEERING

PROJECT 2019-0489
CONTACT KRISTINE LEAVENS
100 SW Main Street, Suite 1600
Portland, OR 97204
TEL 503.382.2266
www.interfaceengineering.com

PERMIT SET JUL 10, 2020

ISSUE DATE

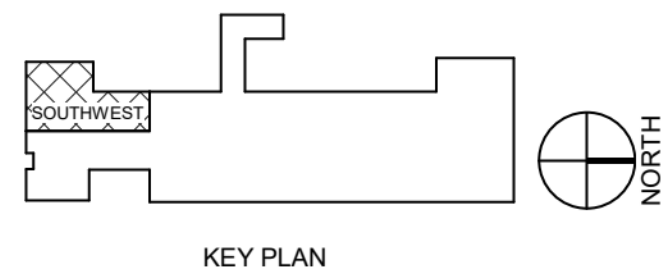
Drawing:

FLOOR PLAN - LEVEL 1 SOUTHEAST - POWER

Sheet No:

E2.14

OF THE ARCHITECT AND MAY NOT BE DUPLICATED OR USED
THESE DRAWINGS ARE THE ORIGINAL UNPUBLISHED WORK
WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



A. CIRCUIT DESIGNATIONS ADJACENT TO DEVICES REFER TO PANEL 2PA2a UNLESS OTHERWISE NOTED.

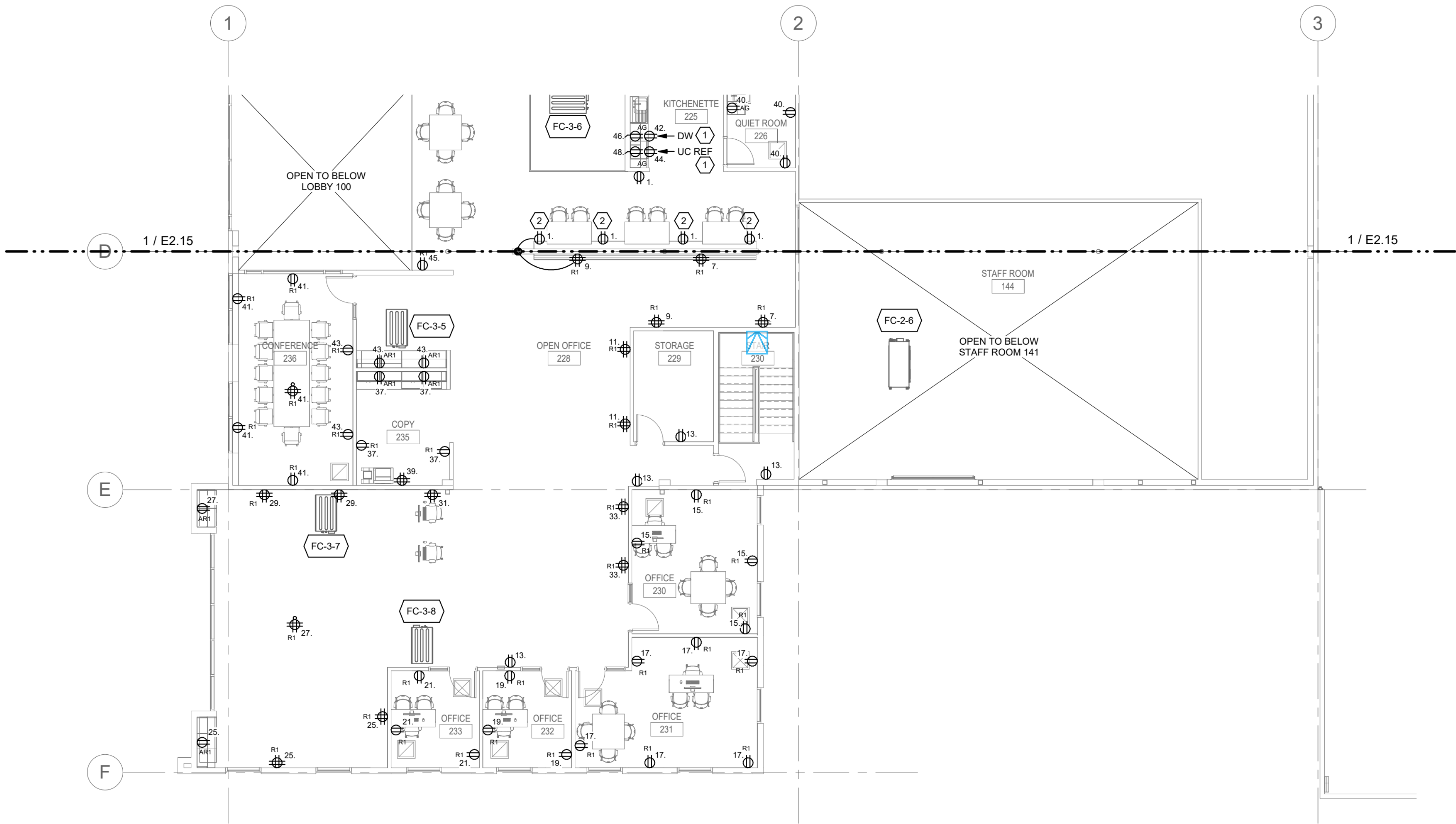
-
- REGISTERED PROFESSIONAL
ENGINEER
72777PE
OREGON
JUNE 02, 2010
MARK K. O'LEARY
EXPIRES: 12/31/20

13895 FIR STREET
OREGON CITY, OR 97045

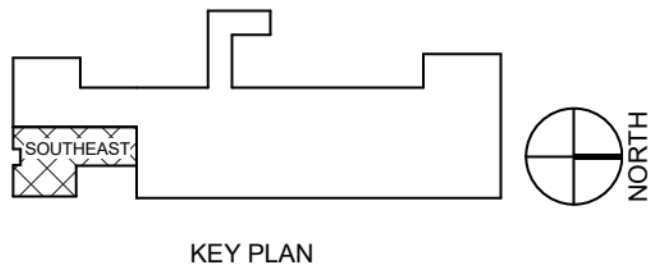
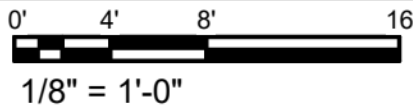


FILE PATH: C:\Users\kay\aa\Documents\OC Public Works\MEP_R19_kayla_a.rvt

THESE DRAWINGS ARE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND MAY NOT BE DUPLICATED OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



1 FLOOR PLAN - LEVEL 2 SOUTHEAST - ELECTRICAL



GENERAL SHEET NOTES

- A. CIRCUIT DESIGNATIONS ADJACENT TO DEVICES REFER TO PANEL 2PA2a UNLESS OTHERWISE NOTED.

S|E A

SCOTT|EDWARDS ARCHITECTURE LLP.

2525 E Burnside Street, Portland, OR 97214
phone: (503) 226-3617 www.sealp.com



OREGON CITY
PUBLIC WORKS

Job Number: 19112

13895 FIR STREET
OREGON CITY, OR 97045

INTERFACE ENGINEERING

PROJECT 2019-0489
CONTACT KRISTINE LEAVENS
100 SW Main Street, Suite 1600
Portland, OR 97204
TEL 503.382.2266
www.interfaceengineering.com

PERMIT SET JUL 10, 2020

ISSUE DATE

Drawing:

FLOOR PLAN - LEVEL
2 SOUTHEAST -
POWER

Sheet No:

E2.16

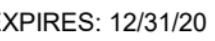
FILE PATH: C:\Users\kaylaa\Documents\OC Public Works_MEP_R19_kaylaa

A. CIRCUIT DESIGNATIONS ADJACENT TO DEVICES REFER TO PANEL 2PB1 UNLESS OTHERWISE NOTED.

A. CIRCUIT DESIGNATIONS ADJACENT TO DEVICES REFER TO PANEL 2PB1 UNLESS OTHERWISE NOTED.



Item 7e.



Job Number: 19112


INTERFACE
ENGINEERING

PROJECT 2019-0489
CONTACT KRISTINE LEAVENS
100 SW Main Street, Suite 1600
Portland, OR 97204
TEL 503.382.2266
www.interfaceengineering.com

ISSUE	DATE
-------	------

Sheet No:

E2.17

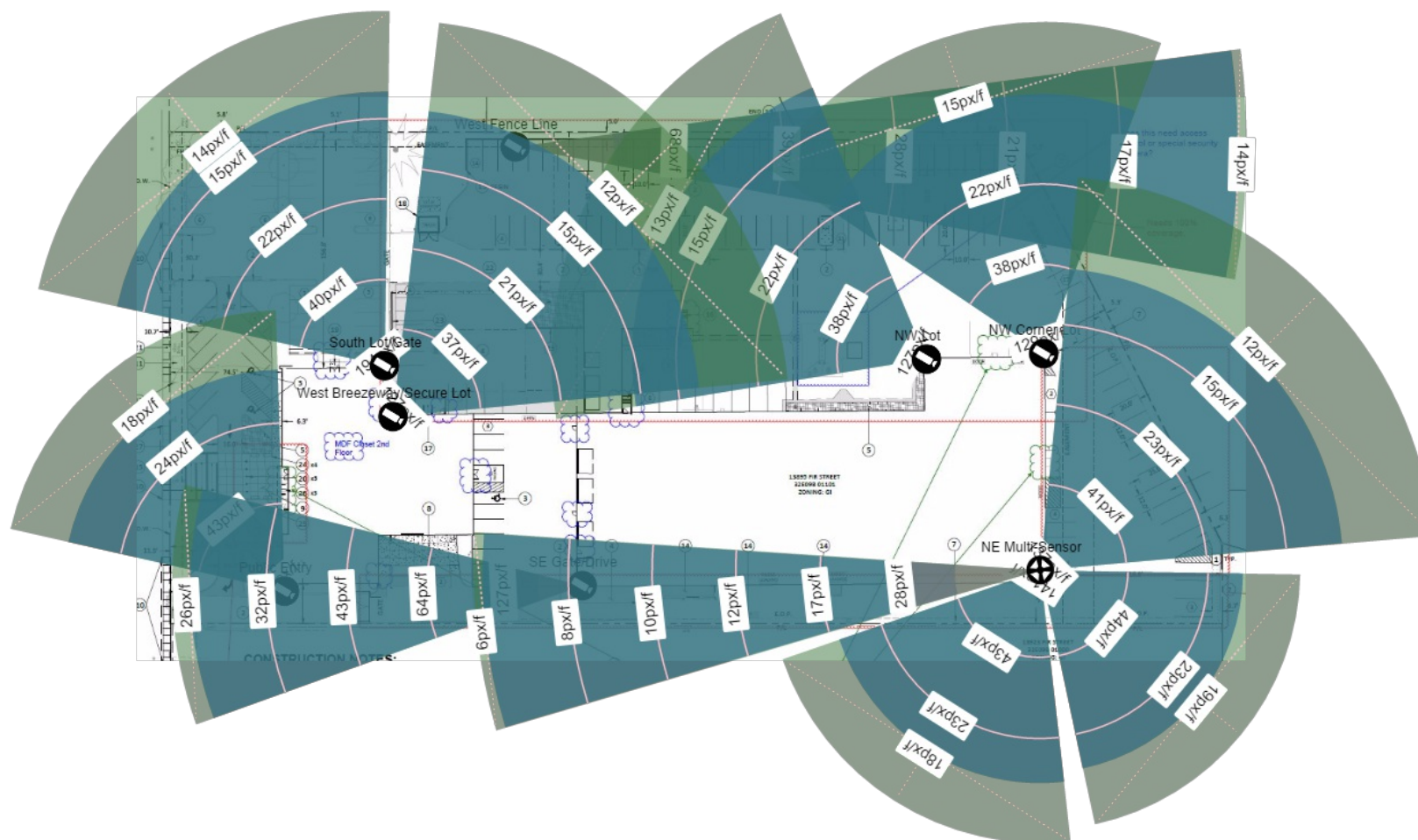
plan scale
1 / 8.00"

estimated by
Scott Bateman

page 1 of 1 on 2/27/2021

Page 78

THESE DRAWINGS ARE THE ORIGINAL UNPUBLISHED WORK OF THE ARCHITECT AND MAY NOT BE DUPLICATED OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.



HDSM Smart Cameras

NAME	MODEL	STORAGE	QTY	LENS	FL. (MM)	IMAGE RATE	DAILY RECORDING CYCLE	IMAGE QUALITY	MAX BANDWIDTH	HDSM SMARTCODEC		
										ENABLED	STRENGTH	MIN IMAGE RATE
Public Entry	4.0C- H5A- B01-IR	Storage 1	1	Built-In Lens, 3.3-9mm, f/1.3, P-Iris, Vari Focal	3.5	30	6	Quality 1	19.97 Mbps		Medium (Default)	1
South Lot/Gate	4.0C- H5A- B01-IR	Storage 1	1	Built-In Lens, 3.3-9mm, f/1.3, P-Iris, Vari Focal	3.3	30	6	Quality 1	19.97 Mbps		Medium (Default)	1
West Breezeway/Secure Lot	4.0C- H5A- B01-IR	Storage 1	1	Built-In Lens, 3.3-9mm, f/1.3, P-Iris, Vari Focal	3.4	30	6	Quality 1	19.97 Mbps		Medium (Default)	1
NW Lot	4.0C- H5A- B01-IR	Storage 1	1	Built-In Lens, 3.3-9mm, f/1.3, P-Iris, Vari Focal	3.5	30	6	Quality 1	19.97 Mbps		Medium (Default)	1
NW Corner Lot	4.0C- H5A- B01-IR	Storage 1	1	Built-In Lens, 3.3-9mm, f/1.3, P-Iris, Vari Focal	3.4	30	6	Quality 1	19.97 Mbps		Medium (Default)	1
SE Gate/Drive	4.0C- H5A- B01-IR	Storage 1	1	Built-In Lens, 3.3-9mm, f/1.3, P-Iris, Vari Focal	8.8	30	6	Quality 1	19.97 Mbps		Medium (Default)	1
West Fence Line	4.0C- H5A- B01-IR	Storage 1	1	Built-In Lens, 3.3-9mm, f/1.3, P-Iris, Vari Focal	> max	30	6	Quality 1	19.97 Mbps		Medium (Default)	1

Scene Details

NAME	MOUNTING HEIGHT (FT)	TARGET HEIGHT (FT)	TARGET DISTANCE (FT)	SCENE WIDTH (FT)	MOUNTING ANGLE	MAXIMUM DISTANCE (FT)	PX/FT
Public Entry	10	6	80.6	124.6	51.8	201.4	18.5
South Lot/Gate	12	6	99.6	162.4	49	199.3	14.2
West Breezeway/Secure Lot	16	6	111.7	180.7	47.7	178.7	12.8
NW Lot	16	6	106.9	168.1	48.7	171	13.7
NW Corner Lot	16	6	94.3	149.5	47.7	150.8	15.4
SE Gate/Drive	16	6	142.2	86.9	72.8	227.5	26.5
West Fence Line	16	6	261.9	156.2	80.9	419	14.8
NE Multi-Sensor	16.5						
I Head 1		6	73.7	136.2	45.7	115.8	19
I Head 2		6	77.2	142.6	45.8	121.4	18.2
I Head 3		6	202.4	370.7	79.3	318	7
I		6	109.9	202	46.1	172.7	12.8

NE Multi-Sensor	20C-H4A-4MH-360	Storage 1	1	Built-In Lens, 2.8mm, f/1.2					18.52 Mbps			
I Head 1					2.8	13	6	Quality 6		I	Medium (Default)	1
I Head 2					2.8	13	6	Quality 6		I	Medium (Default)	1
I Head 3					2.8	13	6	Quality 6		I	Medium (Default)	1
I					2.8	13	6	Quality 6		I	Medium (Default)	1

Reference Image



Reference images are captured under ideal conditions. Poor lighting, increased compression, or use of a lower quality lens will affect the quality of the images captured.

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

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
PERSONAL SERVICES AGREEMENT**

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 PERSONAL SERVICES AGREEMENT (4/2017)

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

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/\$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 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
PERSONAL SERVICES AGREEMENT**

Item 7e.

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 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
PERSONAL SERVICES AGREEMENT**

Item 7e.

(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 **Agenda Date:** 06/16/2021
From: Community Development Director Laura Terway

SUBJECT:

Personal Services Agreement with Friends of Trees for the Tree Recovery Program

STAFF RECOMMENDATION:

Authorize approval of the contract with Friends of Trees.

EXECUTIVE SUMMARY:

The City is seeking to approve a contract with Friends of Trees for a community tree planting program along with extensive public outreach and education in Oregon City neighborhoods during the 2021-2022 and 2022-2023 planting seasons, to help the community recover from the extensive tree loss and damage that occurred as a result of the ice storm in February 2021.

Friends of Trees will plant 400 to 415 street and yard trees in Oregon City neighborhoods in the 2021-2023 planting seasons for a project fee not to exceed \$144,900.00.

The contract also includes up to two pruning workshops and a community tree educational workshop or other similar community outreach for a fee not to exceed \$15,000.

BACKGROUND:

The City is seeking to approve a contract with Friends of Trees for a community tree planting program along with extensive public outreach and education in Oregon City neighborhoods during the 2021-2022 and 2022-2023 planting seasons, to help the community recover from the extensive tree loss and damage that occurred as a result of the ice storm in February 2021. Friends of Trees will organize and lead the planting of 400 to 415 street and yard trees in Oregon City with the help of community volunteers during the 2021-2022 and 2022-2023 planting seasons (October through April). The organization will also lead pruning workshops to educate and demonstrate proper pruning for young trees.

The focus of this planting program is to engage the Oregon City community to plant appropriate trees within public rights-of-way (ROW), as well as in residential yards, across neighborhoods to increase tree canopy coverage. Urban tree canopy is a valuable resource to communities for a multitude of reasons, some of the most notable being: stormwater retention, shade and its associated cooling effects, improved air quality, enhanced neighborhood aesthetics, improved wildlife habitat, and increased property values. Friends of Trees will work with the City to conduct preliminary neighborhood outreach and planting location details, but will take the lead on: coordinating public outreach and education within Oregon City, recruiting volunteers, procuring plant material, organizing and facilitating planting events, and tracking data.

Friends of Trees will plant 400 to 415 street and yard trees in Oregon City neighborhoods in the 2021-2023 planting seasons for a project fee not to exceed \$144,900.00.

The contract also includes up to two pruning workshops and a community tree educational workshop or other similar community outreach for a fee not to exceed \$15,000.

The City anticipates annual renewal of contract for a one-year term for up to three additional terms after the initial two years for up to \$35,000 annually for similar tree planting and pruning workshop efforts at a smaller scale.

The City issued a Request for Proposals in May 2021. Friends of Trees was the sole response to the RFP and is uniquely qualified. Friends of Trees has completed successful coordination of community tree plantings in Oregon City since 2015, planting 629 trees and engaging over 600 volunteers. FOT's nationally recognized programs connect people to nature and communities by conducting safe, fun, and effective volunteer events throughout the year. FOT offers volunteers the opportunity to participate and meet neighbors on planting day, reaching a diverse range of communities. All volunteers learn about proper tree planting and care and can participate at greater levels if they choose. Key volunteers receive additional training and education about the importance of a healthy environment, tree biology, proper planting and pruning techniques, community organizing, as well as long-term care and maintenance of planted sites.

OPTIONS:

1. Approve the contract
2. Do not approve the contract and provide direction to staff on alternatives

BUDGET IMPACT:

Amount: \$159,900
 FY(s): FY 2021 - 2023

Funding Source(s): Tree Mitigation Fund

CITY OF OREGON CITY PERSONAL SERVICES AGREEMENT

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between:

CITY OF OREGON CITY ("City")

City of Oregon City
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attn: Tony Konkol

And Friends of Trees ("Contractor")

Friends of Trees
3117 NE Martin Luther King Jr Blvd,
Portland, OR 97212
Attn: Whitney Dorer

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, or unless renewed by the City. 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. Contract renewals shall be for up to \$35,000 annually for a period not to exceed three years total.

2. Compensation. City agrees to pay Contractor on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, over two years shall not exceed \$159,900.

3. Scope of Services. Contractor'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. 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.

6. 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 below. 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.

Contractor shall be responsible for providing the City with a current address. Either party may change the address set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

7. 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

Friends of Trees

By: _____

Tony Konkol

Title: City Manager

By: _____

Title: _____

DATED: _____, 20____.

DATED: _____, 20____.

By: _____

Laura Terway

Title: Community Development Director

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

City Attorney

Exhibits:

A. Scope of Services

B. Standard Conditions

Exhibit A

June 8, 2021

Exhibit A: Scope of Services

Tree Recovery Planting Program in the City of Oregon City

SCOPE OF SERVICES & PROJECT APPROACH

Friends of Trees will lead the planting of 400 to 415 street and yard trees in Oregon City with the help of community volunteers during the 2021-2022 and 2022-2023 planting seasons (October through April). The organization will also lead pruning workshops to educate and demonstrate proper pruning for young trees.

The focus of this planting project is to increase canopy coverage along public rights-of-way and in residential yards within Oregon City, focusing efforts on those areas and properties impacted by the 2021 winter ice storm. The FOT Neighborhood Trees (NT) program team will execute this planting project. The ways in which FOT connects with local residents to plant and steward their urban forest sets us apart from contractors or other tree planting organizations. FOT's planting events are premised on bringing local community members together to learn how to plant trees properly and to make their neighborhoods richer, healthier places together. We work with the City and field team to identify property owners interested in planting, and then assist property owners in selecting trees suitable to their conditions. To accomplish this, we have developed a sophisticated online ordering system to make the process of planting with FOT as information rich and as easy to use as possible. We also continue to work with tree recipients after their trees have been planted to provide establishment mentoring and assistance. Further, our planting model is founded on employing professional staff to recruit and organize community volunteers, thus ensuring high quality, well-attended events. To this end, we provide all of the trees, tools, materials, and guidance necessary for our projects.

With the project goal of planting 400-415 new urban trees, FOT will organize and lead at least 4 volunteer planting events through delivery of the following:

Community Outreach: FOT will implement a variety of outreach strategies depending on the opportunities available and needs of each area. Strategies utilized include: attending community meetings, hanging posters and fliers, and distributing yard signs in visible community locations, canvassing door to door to identify properties with space/need for trees/removal and replacement/pruning, having in-person conversations about the benefits, locations and types of trees offered, mailing to selected properties and/or neighborhoods, utilizing social media and community media networks, attending in-person and/or virtual events, phone calls and emails to confirm interest and support the tree selection, ordering and/or tree removal and replacement process. FOT will serve as the main point of contact throughout the tree planting/replacement process and provide the City with all relevant information post-planting and/or pruning. FOT's arborists on staff are also able to informally assess trees and advise residents about next steps with storm damaged trees based on the City's guidelines.

Securing of Project Sites: Our highest priority will be to support residents replacing street and front yard trees due to ice/snow damage, then to secure locations for new street trees and yards. From the list of addresses of interested parties, the FOT NT staff lead will perform site inspections to collect the following

Exhibit A

June 8, 2021

data: appropriate number of street trees for the location and from which tree list the customer may select trees. FOT has created specific tree lists for customers to choose from based on the “right tree, right place” principle, and considering durability in ice and snow. FOT will provide the list of inspected properties and details to the City for tracking and quality control. All customers will receive a broad list of yard tree options, as well as tree selection and placement assistance. We will coordinate with Oregon City Public to ensure underground utility locations are identified within a reasonable timeframe and will make any necessary location adjustments prior to the tree planting event. FOT proposes to charge a price of \$35 per tree as a nominal buy-in cost by the property owners, however discounts or free trees may be offered under qualifying circumstances.

Volunteer Recruitment: FOT will take the lead on the recruitment of volunteers for planting day, and will work with the City to identify additional project partners or other targeted community groups. We will also recruit local residents to develop/share their leadership skills by training with us to become volunteer crew leaders, event coordinators or summer tree inspectors.

Project Promotion: FOT has a wide communications network through which to promote this planting event. We will use social media, online recruitment tools, and our e-newsletter *Treemail* to promote the project, as well as listing the event on our online and print event calendars. We will invite City staff and elected officials to participate in the planting, and reach out to area schools and other local service organizations to invite these groups to join the fun. The Oregon City logo will be included on all outreach materials pertaining to this event. FOT will also work with the City to capitalize on opportunities for earned media and to generate information/stories for the City’s website, Willamette Falls Media Center, newsletters, and events calendar, and hopes the City will assist in project promotion through their available means. In addition, FOT will pursue additional project support and partnerships within the Oregon City business community.

Safe, Fun, High-quality Events: FOT will coordinate a staging location for the event, including all site and planting crew logistics. We will provide all necessary tools, materials, and leadership for a successful and enjoyable event, and will coordinate refreshments and group gatherings adhering to all state and local COVID-19 safety recommendations. FOT will provide trained, volunteer Crew Leaders to manage the volunteer pool in smaller subgroups to ensure all participants safely and properly install trees. There will always be FOT staff members present during the planting event. City staff and elected officials will be invited to participate in the planting.

All trees will be staked with two wooden stakes for stability and visibility and affixed with FOT tree tags including species identification and basic care instructions. Watering of trees will be the responsibility of adjacent property owners, but FOT will offer reminders and support to residents on proper tree establishment.

Pruning and Tree Education Workshops:

- Hold up to 2 young tree pruning workshops to teach pruning skills to community members and empower them to care for their own trees, as they feel comfortable.

Exhibit A

June 8, 2021

- The workshops should cover proper pruning cuts, identifying how and why to prune a tree (clearance, structure, problematic branches, dead and dying branches and more), tool safety and proper usage, and any City code that governs pruning trees in the ROW or on one's private property.
- The workshop will offer informational discussion, demonstration on how and why to prune, and the opportunity for those that feel comfortable to make pruning cuts under supervision of staff.
- An educational workshop about selecting the right tree species, tree care, or other relevant topics should include listening to community interests as an opportunity for residents to share what they need around tree planting and care, and share out to the City.

FOT will schedule, promote, plan, coordinate and implement multiple community workshops. Our skill sets enable us to host workshops on a range of topics including proper pruning, tree selection, tree planting, tree care and establishment, and community engagement. We're also able to host community conversations to help understand community needs and interests around community and urban forestry, or other topics relating to urban greening and livability. The goal of these workshops would be to teach skills and empower residents to care for their own trees. Most workshops could be done in-person or virtually, but some may benefit from in-person field portions, such as planting and pruning. All workshops would include educational presentations from knowledgeable staff and/or volunteers, opportunities for discussion, questions and sharing of community interests and ideas. Verbal or written notes about the workshop could be shared with City staff, as there is interest. City staff would be invited and welcome to attend.

Pruning workshops would cover identification of trees that need pruning, proper pruning cuts, reasons for and benefits of pruning (clearance, structure, form, dead and dying branches), tool selection, usage and safety, and any City code that governs tree pruning. These workshops would benefit from community members being able to hold and use the tools discussed to trial proper pruning cuts under the guidance of experienced staff and/or volunteers. FOT would ensure there would be the opportunity for those interested to make pruning cuts alongside experienced educators by pre-selecting trees to prune on the day of the workshop. All pre-selected trees would be approved by the property owner in advance for pruning during the workshop.

Monitoring & Establishment Support: FOT will send watering reminder emails and/or postcards in late spring/early summer to all tree purchasers for the first three years after planting. We recommend watering 10-15 gallons of water per week during this establishment period. To further ensure good establishment, we will recruit and train approximately one volunteer Summer Inspector for every 30 trees planted. Volunteer inspectors visit newly planted trees twice during their first summer and provide feedback to property owners on best tree establishment practices. Summer Inspectors also record tree health and site condition data which is then permanently stored in FOT's Neighborhood Trees database. FOT will replace any tree that dies within the first summer if it is determined to have been improperly planted or the planting stock was damaged, however, we do not replace trees due to negligence on the part of the property owner, vandalism, or act of God. Data from our summer inspections effort will be made available to the City as part of our final project reporting, along with tree addresses, species, locations, volunteer numbers, hours, and their projected value, as well as any in-kind donations.

Exhibit A

June 8, 2021

Measures of success:

- **Community Involvement** – to have at least 50 volunteers contribute 200 volunteer hours for each 100-tree planting event, scaled accordingly if tree amounts differ per event, pending state and local COVID-19 guidelines and community comfort and safety with group sized during the COVID-19 pandemic.
- **Tree Plantings** – to plant 400 to 415 large stock trees (1.25” – 1.5” caliper) along rights-of-way or on private property within Oregon City neighborhoods. Highest priority will be given to public right-of-way provided adequate planting area is provided and adequate spacing from utilities and other trees can be achieved.
- **Tree Survival Rate** – to achieve a minimum 90% survival rate for newly installed street trees by the end of summer of 2024.

BUDGET

The following budget estimate is for the Friends of Trees Neighborhood Trees program to plant up to 415 trees.

Neighborhood Trees Program				
City of Oregon City expenses	Cost	Unit	Quantity	Projected cost
Tree planting implementation (staff time) • Includes, but not limited to: outreach, site inspection, customer service, volunteer training and coordination, event planning, site prep, tree procurement, delivery and installation, monitoring, follow up and establishment support • Estimated to be about 3-4 hours per tree @ \$65-75/hour, depending on job class	\$250	tree	414	\$103,500
Tree stock and supplies (materials) • Includes, but not limited to: high quality tree stock sized at 1.25-1.5” caliper or 5’ conifer, stakes, twine, identifying tree tag, mulch and outreach materials	\$100.00	tree	414	\$41,400.00
<i>Oregon City:</i>				<i>\$144,900.00</i>
Friends of Trees match	Cost	Unit	Quantity	Projected cost
Homeowner Funds (\$35 / tree)	\$35.00	tree	414	\$14,490.00
Sponsorship Funds (\$2500 / event)	\$2,500.00	event	2	\$5,000.00
Value of Volunteer Hours • Estimating 400 volunteers @3.5 hours each (assuming low COVID restrictions) • Source: Independent Sector	\$28.54	hour	1400	\$39,956.00
FOT Match:				\$59,446.00
Project Value:				\$204,346.00

Exhibit A

June 8, 2021

Community Workshops: Maximum costs for the pruning/workshop portion of this project will not exceed \$15,000.00, unless otherwise directed by the City.

Friends of Trees Budget Proposal for 2021-23 Oregon City Community Workshop Project:				
City of Oregon City expenses	Cost	Unit	Quantity	Projected cost
Community workshop - pruning or other (staff time) • Includes, but not limited to: outreach, site/tree identification, notification of pruning, content planning, development of education materials, implementation, participant communication • Estimated to be 100-115 hours per event @ \$65-75/hour, depending on job class				
	\$7,500.00	event	2	\$15,000.00
Friends of Trees match	Cost	Unit	Quantity	Projected cost
Sponsorship Funds (\$2500 / event)	\$2,500.00	event	1	\$3,710.00
Individual donations	\$100.00	event	2	\$2,500.00
In-kind donations	\$100.00	event	1	\$6,996.00
Supplies (materials) • Includes, but not limited to: outreach and educational materials, tools and refreshments				
	\$500.00	Event	2	\$1000.00
<i>FOT Match:</i>				<i>\$3,900.00</i>
<i>Project Value:</i>				<i>\$18,900.00</i>

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7f.

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 above, 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.

(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 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 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.

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 7f.

5. No Third-Party Beneficiaries. City and 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 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 Contractor under this Agreement and, unless Contractor is subject to back-up withholding, 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 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, 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 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 City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to 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.

Contractor shall comply with all federal, state, and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT (12/2015)

Page 2 of 5

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7f.

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 \$1,000,000 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.

(d) Errors and Omissions Insurance. ~~Contractor shall provide City with evidence of professional errors and omissions liability insurance for the protection of Contractor and its employees, insuring against bodily injury and property damage arising out of Contractor's negligent acts, omissions, activities or services in an amount not less than \$500,000 combined, single limit. Contractor 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, Contractor shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Contractor will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Contractor shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Contractor and its Contractors and agents.~~

14. Legal Expenses. In the event legal action is brought by City or Contractor against the other to

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Item 7f.

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. Should contrary provisions be included in a Personal Services Agreement, those contrary provisions shall control over these conditions.

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

**STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT**

Item 7f.

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.

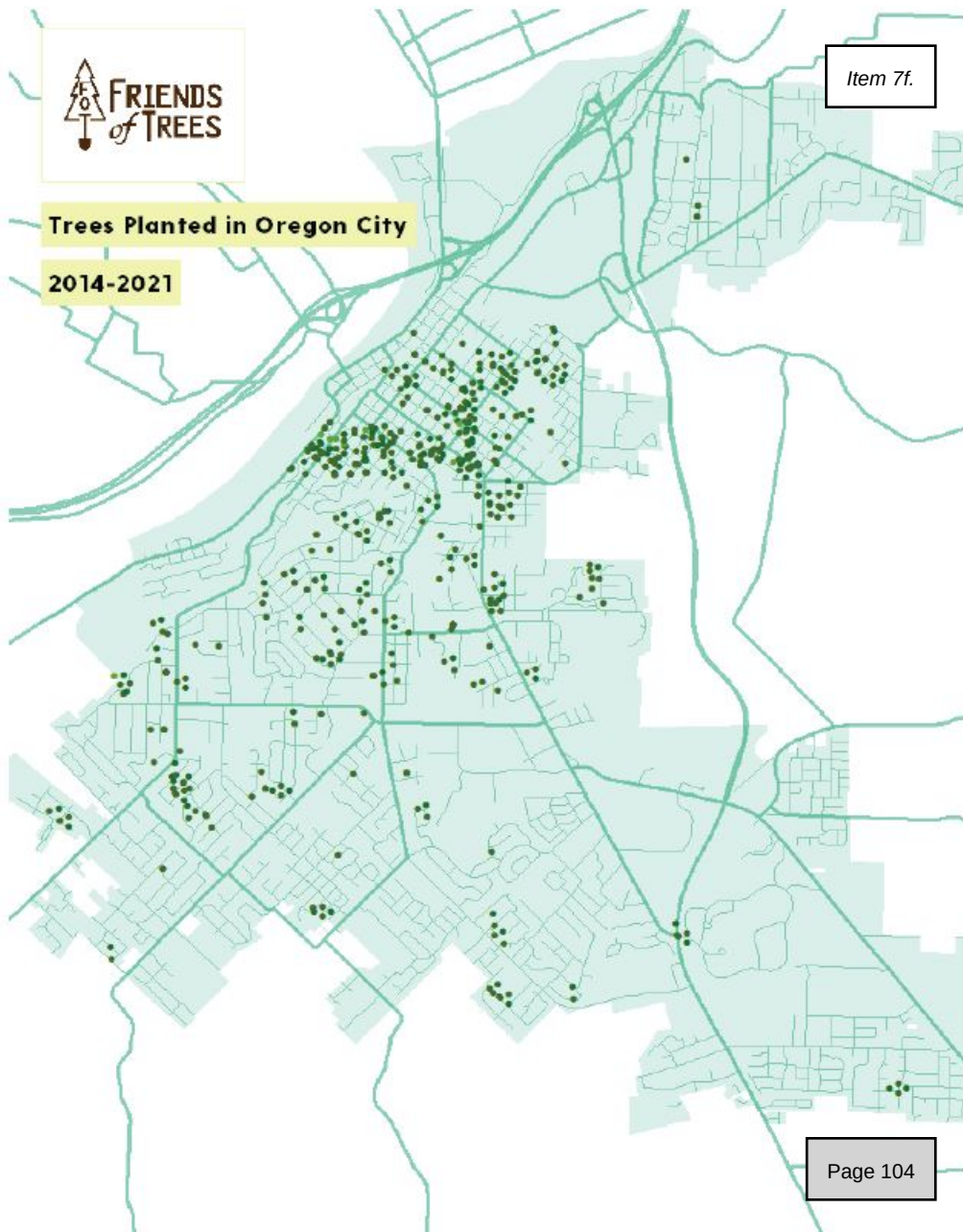


FRIENDS
of TREES

Item 7f.

Trees Planted in Oregon City

2014-2021





CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Parks & Recreation Director Kendall Reid

Agenda Date: 06/16/2021

SUBJECT:

Public Improvement Contract with D & D Concrete and Utilities, Inc. for the Veterans Memorial Plaza Renovation at the Mt. View Cemetery

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Small Construction – Public Improvement Contract in the amount of \$99,000.00 with D & D Concrete and Utilities, Inc. for the design and construction phase services for the Veterans Memorial Plaza Renovation.

EXECUTIVE SUMMARY:

The Parks Department is recommending awarding the contract to D & D Concrete and Utilities, Inc. for the Veterans Memorial Plaza Renovation at the Mt. View Cemetery.

BACKGROUND:

The current space was created after the City Commission granted the space to the Waldo Caufield Post No. 1324 of the Veterans of Foreign Wars (VFW) (now Three Rivers Post No. 1324) for a memorial to veterans from all wars. The VFW Post installed sidewalks and a large, paved area for Memorial Day gatherings and other events memorializing our veterans.

Over the years, the concrete pad and sidewalks have developed cracks and the wooden benches are deteriorating. The existing space includes steps with no railings to reach the pad, and these are also deteriorating. The steps create a hazard for attendees at memorial events and to visitors to the memorial space.

Bronze plaques in the space are set in the concrete pad and on wooden benches, with no explanation of their importance. These plaques are in memory of 16 soldiers and sailors from the Oregon City area. Most of these military members died in World War I or World War II and were buried in Europe or the Pacific area, or their remains were never recovered. Other plaques were donated by military organizations, many of which no longer exist.

There are also two large sequoia trees, estimated to be at least 100 years old, near the sidewalks and their roots run under some of the damaged sidewalks.

The new design will replace the concrete pad with pavers, eliminate the steps on the south side of the pad, and add an ADA compliant sidewalk in a space well away from the sequoias. A current sidewalk over the tree roots will be eliminated, improving the environment for the tree. At the sloped area on the northeast corner of the pad there is a short steep slope where new more “user friendly” steps will be installed with hand railings to help navigate the stairs. These improvements will not only improve the appearance of the memorial but will also create a safer space for gatherings.

The project also includes new signage and placing the existing bronze plaques into a slanted wall with an explanation of their purpose and that of an existing memorial wall. Plans also include the inclusion of the insignia of the Army, Navy, Air Force, Marine Corps, and Coast Guard to further identify the space as a place to remember those who served our country.

Parks Department selected D & D Concrete and Utilities, Inc. for the Veterans Memorial Plaza Renovation to provide the design and construction services required for the project.

OPTIONS:

1. Authorize the City Manager to execute the Small Construction – Public Improvement Contract in the amount of \$99,000.00 with D & D Concrete and Utilities, Inc.
2. Provide staff feedback to incorporate into the Small Construction – Public Improvement Contract and ask for this to come back to the next City Commission meeting.
3. Deny the contract to D & D Concrete and Utilities, Inc. and provide staff direction

BUDGET IMPACT:

Amount: \$99,000

FY(s): 2019-2021

Funding Source(s): Metro Enhancement Grant & Veterans Memorial Grant

Point of Contact: Jinny King
Term of Contract: June 16, 2021 – August 31, 2021

**CITY OF OREGON CITY
SMALL CONSTRUCTION CONTRACT – PUBLIC IMPROVEMENT**

MOUNTAIN VIEW CEMETERY VETERANS MEMORIAL CONCRETE RENOVATION

This SMALL CONSTRUCTION PROJECT – PUBLIC IMPROVEMENT (“Agreement”) is entered into between the CITY OF OREGON CITY (“City”) and **D & D CONCRETE AND UTILITIES, 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 **August 31, 2021**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City’s right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Contractor’s performance that has not been cured.
2. **Compensation.** City agrees to pay Contractor a single lump-sum basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **Ninety-Nine thousand and 00/100 dollars (\$99,000)**.
3. **Scope of Services.** Contractor’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. **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 Small Construction Contract - Public Improvement, 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
PO Box 3040
625 Center Street
Oregon City, OR 97045
Attention: City Manager

To Contractor:

D & D Concrete and Utilities, Inc.
8319 S. Gribble Road
Canby, OR 97013
Attention: Don Nienke

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 _____, 2021.

CITY OF OREGON CITY

D & D Concrete and Utilities, Inc.

By: _____
Anthony J. Konkol, III
Title: City Manager

By: _____
Title: _____

DATED: _____, 2021.

DATED: _____, 2021.

By: _____
Kendall Reid
Title: Parks and Recreation Director

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

DATED: _____, 2021.

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

D & D CONCRETE AND UTILITIES, INC.
8319 S. Gribble Rd., Canby, OR 97013
Phone: 503-266-5229/ CCB# 219262

Quote For:

Mountain View Cemetery

Veteran's Memorial Plaza

City of Oregon City

Plans Drawn by Lango, Hansen & revised 1/20/2020

Scope of Work:

1. Construction Survey: Lay out footings, stairs, retaining wall memorial.
2. All excavation and grading, rough grading for brick pavers.
3. Footing Construction: Includes footings for retaining walls, precast podiums, memorial, footing for flag pole.
4. Concrete Construction includes: Retaining walls, stairs, pedestrian paving, handrails at stairs.

****All precast items not included.**

TOTAL = \$99,000

City to provide: Existing site demolition, salvage of items identified in plans, clearing and grubbing.

Thank You,

Don Nienke
President
D & D Concrete and Utilities, Inc.
8319 S Gribble Rd
Canby, OR 97013
503-266-5229 O/F
541-589-3006 M
CCB#219262

Exhibit A

STANDARD CONDITIONS TO OREGON CITY SMALL CONSTRUCTION CONTRACT - PUBLIC IMPROVEMENT

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 SMALL CONSTRUCTION CONTRACT (9/2019)

Page 1 of 5

EXHIBIT B

STANDARD CONDITIONS TO OREGON CITY SMALL CONSTRUCTION CONTRACT - PUBLIC IMPROVEMENT

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 SMALL CONSTRUCTION CONTRACT (9/2019)

Page 2 of 5

EXHIBIT B

STANDARD CONDITIONS TO OREGON CITY SMALL CONSTRUCTION CONTRACT - PUBLIC IMPROVEMENT

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 SMALL CONSTRUCTION CONTRACT - PUBLIC IMPROVEMENT

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 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
SMALL CONSTRUCTION CONTRACT - PUBLIC IMPROVEMENT**

(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 he 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

Staff Report

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

To: City Commission
From: Parks & Recreation Director Kendall Reid

Agenda Date: 6/16/2021

SUBJECT:

Public Improvement Contract with Paul Brothers, Inc. for the Construction of Filbert Run Park

STAFF RECOMMENDATION:

Authorize the City Manager to execute the Contract Agreement in the amount of \$986,105.60 with Paul Brothers, Inc. for the construction of Filbert Run Park.

EXECUTIVE SUMMARY:

The Parks & Recreation Department received four (4) sealed bids for the development of Filbert Run Park and is recommending awarding the contract to Paul Brothers, Inc.

BACKGROUND:

The City of Oregon City Parks & Recreation Department has received budgetary approval from City Commission to move forward with design and construction of Filbert Run Park, the 3.5-acre undeveloped property located on the south side of Hazelnut Avenue between Vincent Drive and Hazel Grove Drive.

The opening of the contractor bids for Filbert Run Park took place on June 8, 2021, and the City of Oregon City received a total of four (4) sealed bids. The apparent low bidder was Paul Brothers, Inc. with a bid of \$986,105.60. In addition, they provided costs for rock excavation/haul off at \$200, miscellaneous concrete at \$2,450, and an add alternate drinking fountain at \$27,420. All these costs are within the Engineer's Estimate.

After reviewing the submitted material as part of the Bid Proposal, we would recommend awarding the contract to Paul Brothers, Inc.

OPTIONS:

1. Authorize the City Manager to execute the Public Improvement Contract in the amount of \$986,105.60. with Paul Brothers, Inc.
2. Provide staff feedback to incorporate into the Public Improvement Contract and ask for this to come back to the next City Commission meeting.
3. Deny the contract to Paul Brothers, Inc. and provide staff direction

BUDGET IMPACT:

Amount: \$986,105.60.

FY(s): 2021-2023

Funding Source(s): Parks System Development Charges

SECTION IIIA**CONTRACT AGREEMENT**

This Agreement made and entered into this 16 day of June 2021, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and **Paul Brothers, 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: **Filbert Run Park Project** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Proposal and Bid Schedule Compliance with ORS 279C.840 Resident Bidder Status Certification of Drug Testing Program Non-Collusion Statement Asbestos Certification Registrations Certification of Non-Discrimination Certification of Compliance with Tax Law Bidder Responsibility Form Bid Bond First Tier Subcontractor Disclosure Form Customer Service Acknowledgment Form Contract Agreement Oregon City Public Improvement Standard Conditions	Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 1, 2021 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 1, 2021 Prevailing Wage Apprenticeship Rates dated April 1, 2021 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details Technical Specifications 2018 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents Addendum 1 – dated 6/4/2021 All items included within these Contract Documents.
---	--

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

ARTICLE II - Time of Completion

The project shall be complete within **150** days from the Beginning of Contract Time as identified in 00180.50(b) of the Special Provisions, more specifically established as November 30, 2021.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **Nine hundred eighty-six thousand one hundred and five dollars and 60/100 dollars (\$986,105.60)**.

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**PAUL BROTHERS, INC.**

 Printed Name

 by:

 Anthony J. Konkol III
 City Manager

 by:

 Authorized signature

 Title

 by:

 Kendall Reid
 Parks & Recreation Director

 93-0568993
 Federal Taxpayer ID Number

Approved as to Legal Sufficiency:

Address:

 by:

 City Attorney

 8601 SE Revenue Rd, Boring, OR 97009

 City Commission Award Date:



**CITY OF OREGON CITY
PARKS AND RECREATION DEPARTMENT**

**CONTRACT DOCUMENTS FOR THE
Filbert Run Park Project**

May 17, 2021

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

(this page intentionally left blank)

TABLE OF CONTENTS

TABLE OF CONTENTS	3
INVITATION TO BID	11
SECTION I – INSTRUCTIONS TO BIDDERS.....	14
SECTION I	15
INSTRUCTIONS TO BIDDERS	15
SECTION II – BID SUBMITTAL REQUIREMENTS	21
SECTION II A.....	23
BID PROPOSAL AND BID SCHEDULE.....	23
SECTION II B.....	28
ADDENDA ACKNOWLEDGEMENT	28
SECTION II C.....	28
COMPLIANCE WITH ORS 279C.840.....	28
SECTION II D.....	29
RESIDENT BIDDER STATUS (ORS 279A.120).....	29
SECTION II E	29
CERTIFICATION OF DRUG TESTING PROGRAM	29
SECTION II F	30
NON-COLLUSION STATEMENT	30
SECTION II G.....	30
ASBESTOS CERTIFICATION	30
SECTION II H.....	31
REGISTRATIONS	31
SECTION II I.....	31
BUSINESS LICENSES (OCMC 05.04)	31
SECTION II J.....	32
CERTIFICATION OF NON-DISCRIMINATION [ORS 279A.110(A) & OAR 137-049-0440(3)].....	32
SECTION II K.....	32
CERTIFICATION OF COMPLIANCE WITH TAX LAW	32
SECTION II L.....	34
STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS.....	34
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM.....	34
SECTION II M.....	35
BID BOND	35
SECTION II N.....	36
CUSTOMER SERVICE ACKNOWLEDGMENT FORM.....	36
SECTION II O.....	37
QUALIFICATION OF BIDDER	37

SECTION III – CONTRACT AGREEMENT	38
SECTION III A	40
CONTRACT AGREEMENT	40
SECTION III B.....	42
PUBLIC IMPROVEMENT STANDARD CONDITIONS.....	42
SECTION III C	49
STATUTORY CONDITIONS TO CONTRACT AGREEMENT.....	49
SECTION IV – BOND FORMS	55
PAYMENT BOND.....	57
PERFORMANCE BOND.....	58
STATUTORY PUBLIC WORKS BOND.....	60
SECTION V – BOLI PREVAILING WAGE RATES	64
BOLI PREVAILING WAGE RATES (PWR)	65
SECTION VI – STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT.....	66
GENERAL CONDITIONS	68
SECTION VII – SPECIAL PROVISIONS	70
SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS.....	73
SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES	73
SECTION 00130 – AWARD AND EXECUTION OF CONTRACT	76
SECTION 00140 – SCOPE OF WORK.....	77
SECTION 00150 – CONTROL OF WORK	79
SECTION 00160 – SOURCE OF MATERIALS.....	84
SECTION 00165 – QUALITY OF MATERIALS.....	84
SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES.....	87
SECTION 00180 – PROSECUTION AND PROGRESS	88
SECTION 00190 – MEASUREMENT OF PAY QUANTITIES	93
SECTION 00195 – PAYMENT	94
SECTION 00196 – PAYMENT FOR EXTRA WORK.....	95
SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK	95
SECTION 00199 – DISAGREEMENTS, PROTESTS, AND CLAIMS	97
SECTION 00210 – MOBILIZATION.....	101
SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC.....	102
SECTION 00225 – WORK ZONE TRAFFIC CONTROL	104
SECTION 00290 – ENVIRONMENTAL PROTECTION	106
SECTION 00305 – CONSTRUCTION SURVEY WORK.....	106

SECTION VIII – SPECIFICATIONS

01 23 00	Alternates
01 33 00	Submittals
01 56 39	Temporary Tree and Plant Protection
01 57 13	Temporary Erosion and Sediment Control
01 60 00	Request for Substitution
10 73 00	Picnic Shelter
31 10 00	Site Clearing
31 20 00	Earth Moving
32 13 13	Concrete Paving
32 31 00	Fencing and Gates
32 84 00	Irrigation
32 91 19	Landscape Grading Topsoil
32 92 19	Seeding
32 93 00	Trees Shrubs and Groundcover
32 94 00	Site Furnishings
32 95 00	Playground Equipment and Surfacing

SECTION X – CONTRACT DRAWINGS

(this page intentionally left blank)



(this page intentionally left blank)

INVITATION TO BID **CITY OF OREGON CITY**

FILBERT RUN PARK PROJECT

Sealed bids for furnishing all materials, equipment, labor, and services for the construction of the Filbert Run Park for the City of Oregon City (City), Oregon will be received by Kendall Reid/Denise Conrad, City Hall, 625 Center Street, Oregon City, Oregon until **2:00 PM local time on June 8, 2021**. Bids received after this time will not be considered. All bids received prior to the due date and time will be publicly opened and read on the due date and time in the City Hall Commission Chambers. A non-mandatory pre-bid meeting will be held on-site on May 25th at 9:00 am at the project site located at 11720 Hazelnut Avenue, Oregon City, OR 97045.

The project includes, but is not limited to:

- The construction of park amenities including permeable concrete pathways, lawn areas, landscaping, utilities, shelter installation, playground, lighting and additional and incidental work as called for by the Specifications and Plans.

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

Solicitation documents are also available for review at the City of Oregon City, City Hall, 625 Center Street, Oregon City, Oregon, 97045 (Telephone: 503.657.0891), between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except legal holidays.

Addenda, clarifications and notices will be distributed through the City's online plan-holder system. Potential bidders are responsible for ensuring contact information is registered correctly and that email updates are being received and not being sent to spam folders. It is in the best interest of potential bidders to check the website periodically to ensure all updates are received. The City is not responsible for failure of bidders to receive notifications of changes or corrections made by the City and posted as stated above.

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

Each proposal must be submitted on forms prescribed by the City and accompanied by a certified check, cashier's check or bid bond in an amount equal to 10 percent (10%) of the total amount bid. The successful bidder will be required to furnish a performance guarantee in the amount of one hundred percent (100%) of the amount of the cost of the public improvements as determined by the Public Works Department. The successful bidder will also be required to furnish a maintenance guarantee in the amount of fifteen percent (15%) of the cost of the public

improvements for a two-year period following acceptance of the public improvements. Evidence of workers' compensation insurance will be required before the work shall commence.

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

PUBLISH: Daily Journal of Commerce
May 17, 2021

Kendall Reid, Parks and Recreation Director
Denise Conrad, Assistant Parks and
Recreation Director

SECTION I – INSTRUCTIONS TO BIDDERS

(this page intentionally left blank)

SECTION I

INSTRUCTIONS TO BIDDERS

1. Explanation to Bidders

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

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

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

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

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

A non-mandatory pre-bid meeting will be held on-site on May 25th at 9:00 am at the project site located at 11720 Hazelnut Avenue, Oregon City, OR 97045.

2. Preparation of Bids

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

3. Submission of Bids

- A. Bids shall be submitted in sealed envelopes to:
City Hall
City of Oregon City
625 Center Street
Oregon City, Oregon 97045
Attention: Denise Conrad/Kendall Reid, Oregon City Parks Department
- B. The outside of the transmittal envelope shall bear the following information:
The marking "Sealed Bid"
Name of Bidder
Address
Title of Project
Date of opening
- C. If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as in B above, must be enclosed in another envelope addressed as noted in A above.

4. Bid Bond

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

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

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

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

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

5. Receipt and Opening of Bids

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

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

6. Withdrawal of Bids

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

- A. Specifically rejects the bid, and
- B. Awards the contract to another bidder and said contract is properly executed.

All bids shall remain subject to acceptance by the City for sixty (60) days after the date of the bid opening.

7. Bidders Present

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

8. Award of Contract

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

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

9. Rejection of Bids

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

prices bid for individual unit appear intentionally unbalanced so as to leave the total bid competitive, also may be disqualified.

10. Qualification of Bidders

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

11. Required Bid Forms

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

- A. The completed Bid Proposal & Bid Schedule form.
- B. Acknowledgement that the bidder has received and reviewed all addenda for the bid.
- C. A statement that provisions of ORS 279C.840 (Prevailing Wages) shall be complied with.
- D. A statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.
- E. A statement certifying that the bidder has an employee drug-testing program in place.
- F. Non-collusion affidavit.
- G. No asbestos removal is contemplated for this project.
- H. Certification that Contractor is properly registered.
- I. Business license information.
- J. Certification of non-discrimination.
- K. Certification of compliance with tax laws (ORS 305.385).
- L. First-tier subcontractor disclosure form.
- M. A Bid Bond in the amount of 10 percent of the submitted bid.
- N. Customer service acknowledgement form.
- O. Qualification of Bidder form.

12. Mistakes in Bids

- A. General

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

B. Mistakes Discovered After Bid Closing but Before Award

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

(1) Minor Informalities. Minor informalities are matters of form rather than substance that are evident from the bid documents, or insignificant mistakes that can be waived or corrected promptly without prejudice to other bidders or the City; that is, the informality does not affect price, quantity, quality, delivery, or contractual conditions except in the case of informalities involving unit price.

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

- a) Return the number of signed bids or the number of other documents required by the Bid Documents;
 - b) Failure to sign the bid form in the designated block so long as a signature appears in the bid documents evidencing an intent to be bound;
 - c) Acknowledge receipt of an addendum to the Bid Documents, but only if:
 - (i) it is clear from the bid that the bidder received the addendum and intended to be bound by its terms; or
 - (ii) the addendum involved had a negligible effect on price, quantity, quality, or delivery.
- (2) Mistakes Where Intended Correct Bid is Evident. If the mistake and the intended correct bid are clearly evident on the face of the bid form, or can be substantiated from accompanying documents, the City may accept the bid. Examples of mistakes that may be clearly evident on the face of the bid form are typographical errors, errors in extending unit prices, transposition errors, and mathematical errors. For discrepancies between unit prices and extended prices, unit prices shall prevail.
- (3) Mistakes Where Intended Correct Bid is Not Evident. The City will not accept a bid in which a mistake is clearly evident on the face of the bid form but the intended correct bid is not similarly evident or cannot be substantiated from accompanying documents.

13. Award of Contract

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

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

grant an extension of time for the owner to consider award of the contract for his/her execution.

Owner may consider an extension of time to complete the work if Contractor makes application for same to owner no later than five (5) days after Contractor knows or should know of a cause of non-compensable but excusable delay. Such causes of delay shall be deemed to be limited to labor disputes beyond the control of Contractor, acts of God, unusual and unforeseeable severe weather, or any delays caused in whole or part by either parties' non-compensable conduct.

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

14. Required Insurance

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

15. Required Bonds

The Contractor shall be required to provide security for payment to suppliers of labor and materials as well as for performance of the contract. The Payment Bond shall be in an amount equal to the full contract price. The Performance Bond shall be in an amount equal to one-hundred percent of 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 fifteen percent of the contract price together with any amendments in a form approved by the Owner. Such maintenance and warranty bond shall be conditioned upon the final project being completed and guaranteed against defects in materials and workmanship. Such maintenance and warranty bond shall continue in effect during the full term of any warranty period as well as any extension of said warranty period.

16. Execution of the Contract Agreement and Bonds

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

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

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

17. Protest Process

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

SECTION II – BID SUBMITTAL REQUIREMENTS

(this page intentionally left blank)

SECTION II A
BID PROPOSAL AND BID SCHEDULE

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

From: _____
 Bidder (Company Name)

 Address

 City, State & Zip

 Telephone

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

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

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

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

The undersigned hereby represents as follows:

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

The undersigned agrees that, if awarded the contract, s/he will commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed and that the project shall be complete within 120 days from the Beginning of Contract Time as identified in 00180.50(c). Work within the Natural Resource Overlay District (NROD) shall be completed between June 1st and August 31st. All permits, with the exception of Trade Permits, will have been acquired by the date of the Notice to Proceed.

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

Lump Sum Base Bid (all work)

\$ _____
(numeric figures only)

Filbert Run Park Bid Sheet				
	Quantity	Unit	Cost/Unit	Cost
Mobilization	1	ls		
Site Clearing and Tree Removal	1	ls		
Erosion Control	1	ls		
Tree Protection and Transplanting	1	ls		
Landscape Grading	34,000	sf		
Rock Removal	20	ton		
Seeding	1	ls		
Trees, Shrubs and Groundcover	1	ls		
Irrigation	1	ls		
Pedestrian Bridge	1	ls		
Permeable Concrete Paving	11,365	sf		
Concrete Curbs	248	lf		
Asphalt Paving	200	sf		
Site Furnishings	1	ls		
Play Equipment and Surfacing	1	ls		
Shelter Installation	1	ls		

Drainage	1	ls		
Utilities	1	ls		
Electrical	1	ls		
TOTAL BASE BID				
ALTERNATE				
Drinking Fountain and San. Sewer	1	ls		
ADDITIONAL				
Rock Excavation/Haul Off	per	ton		

Accompanying this Proposal is a bid bond, for the sum of _____, payable to the City of Oregon City, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Proposal is accepted by the City of Oregon City and the undersigned fails to execute a satisfactory contract and bond as stated in the Advertisement within ten (10) calendar days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Proposal shall be considered null and void, and the bid security accompanying this Proposal shall be forfeited to and become the property of the City of Oregon City. If the bid is not accepted, the bid security accompanying this Proposal shall be returned to the undersigned.

Dated this ____ day of _____, 20__.

Name of Bidder: _____

Address of Bidder: _____

Facsimile Number: _____

Telephone Number: _____

Bidder E-Mail Address: _____

Name of Authorized Agent: _____

Signature of Authorized Agent: _____

Title of Authorized Agent: _____

Bidder's Taxpayer I.D. Number: _____

CCB Number: _____ Expiration Date: _____

(this page intentionally left blank)

SECTION II B
ADDENDA ACKNOWLEDGEMENT

I/We have received the following Addenda:

None _____

1. _____

2. _____

3. _____

4. _____

5. _____

Date _____

Signature of Bidder _____

Title _____

Business Name _____

SECTION II C
COMPLIANCE WITH ORS 279C.840

COMPLIANCE WITH ORS 279C.840 (PREVAILING WAGES)

PREVAILING WAGES

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

Date _____

Signature of Bidder _____

Title _____

Business Name _____

SECTION II D
RESIDENT BIDDER STATUS (ORS 279A.120)

RESIDENT BIDDER STATUS

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

☐ Resident Bidder

☐ Nonresident Bidder

Date _____

Signature of Bidder _____

Title _____

Business Name _____

SECTION II E
CERTIFICATION OF DRUG TESTING PROGRAM

DRUG TESTING PROGRAM

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

Date _____

Signature of Bidder _____

Title _____

Business Name _____

SECTION II F
NON-COLLUSION STATEMENT

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

Signature of Authorized Agent _____

Printed Name _____

Title _____

Company _____

Date _____

SECTION II G
ASBESTOS CERTIFICATION – NOT USED

ASBESTOS REMOVAL

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

☐ Is licensed

☐ Is not licensed

Signature of Authorized Agent _____

Printed Name _____

Title _____

Company _____

Date _____

SECTION II H
REGISTRATIONS

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

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

Date _____

Signature of Bidder _____

Title _____

Contractor Name _____

Contractor CCB # _____

Landscaping Subcontractor _____

Subcontractor LCB # _____

SECTION II I
BUSINESS LICENSES (OCMC 05.04)

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

Contractor Name _____

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.

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

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

Date _____

Signature of Bidder _____

Title _____

Contractor Name _____

SECTION II K**CERTIFICATION OF COMPLIANCE WITH TAX LAW**

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

Date _____

Signature of Bidder _____

Title _____

Contractor Name _____

SECTION II L**STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS**

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

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

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

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

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

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

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Note to Contractors who are not the low bidder:

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

STATE OF OREGON
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS 279C.370, the dollar value of the subcontract and the category of work that the subcontractor will be performing.

Enter “**NONE**” if there are no subcontractors that need to be disclosed.
 (ATTACH ADDITIONAL SHEETS IF NEEDED)

Project Name: Filbert Run Park

Bid Closing Date: June 1, 2021 **Time:** 2 p.m.

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Failure to submit this form within two hours after the bid opening will result in a non-responsive bid. A non-responsive bid will not be considered for award.		

Form submitted by (Bidder Name): _____

Contact Name: _____ Phone No.: _____

SECTION II M
BID BOND

Know all persons by these presents, that _____ hereinafter called the PRINCIPAL, and _____ a corporation or partnership duly organized under the laws of the State of _____, having its principal place of business at _____, and authorized to do business in the State of Oregon as SURETY, are held and firmly bound unto the City of Oregon City, hereinafter called the OBLIGEE in the penal sum of _____ Dollars (\$ _____) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the PRINCIPAL herein is herewith submitting his/her or its Bid Proposal for **Filbert Run Park** said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

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

Signed and sealed this _____ Day of _____, _____.

Principal

By: _____

Counter Signed:

Resident Agent

Attorney -in-Fact

Phone _____

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

SECTION II N
CUSTOMER SERVICE ACKNOWLEDGMENT FORM

Project Name: Filbert Run Park

Bid Closing: Date: June 8, 2021 / Time: 2:00 PM

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

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

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

Signature of Bidder

Title

Name of Firm

Date

SECTION II O
QUALIFICATION OF BIDDER

Project: Filbert Run Park

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

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

Contractor Name: _____

Business Address: _____

Phone Number: _____ Fax Number: _____

QUALIFYING EXPERIENCE
 (3 Comparable Projects in the Past 10 Years)

Project Name	Cost	Location	Owner/Owner Contact/Phone/Fax
1. _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
2. _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
3. _____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
(Additional) _____	_____	_____	_____
_____	_____	_____	_____
(Additional) _____	_____	_____	_____
_____	_____	_____	_____

Signature of Bidder: _____

SECTION III – CONTRACT AGREEMENT

(this page intentionally left blank)

SECTION III A

CONTRACT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, between the CITY OF OREGON CITY (“CITY”), acting by and through the City Commission and CONTRACTOR NAME (“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: **Filbert Run Park** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

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

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

ARTICLE II - Time of Completion

The project shall be complete within **120 days** from the Beginning of Contract Time as identified in 00180.50(b) of the Special Provisions, more specifically established as _____ (insert completion date once established).

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **write out contract dollar amount (\$_____)**.

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**CONTRACTOR NAME**

by: _____
Anthony J. Konkol III
City Manager

Printed Name

by: _____
Authorized signature

by: _____
Kendall Reid
Parks and Recreation Director

Title

Federal Taxpayer ID Number

Approved as to Legal Sufficiency:

Address:

by: _____
City Attorney

City Commission Award Date:

SECTION III 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.

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 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.

PDX_DOCS:450175.1
05/14/21 10:31 AM

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) 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 he 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

(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.

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

PDX_DOCS:449976.2

(this page intentionally left blank)

SECTION IV – BOND FORMS

(this page intentionally left blank)

SECTION IV **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 subcontractor 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 fails 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 and Address

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 and Address

Phone Number

STATUTORY PUBLIC WORKS BOND**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

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

Address

City State Zip

(this page intentionally left blank)

SECTION V – BOLI PREVAILING WAGE RATES

(this page intentionally left blank)

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/WHDPWR/Pages/pwr_state.aspx. More specifically, they include the information in the table below.

Ensure information is current by checking with BOLI, and update if appropriate.

<i>Prevailing Wage Rates for Public Works Contracts in Oregon</i>	<i>Effective January 1, 2021</i>
<i>Prevailing Wage Rates Apprenticeship Rates</i>	<i>Effective April 1, 2021</i>
<i>Prevailing Wage Rates Amendment</i>	<i>Effective April 1, 2021</i>
<i>Definitions of Covered Occupations for Public Works Contracts in Oregon</i>	<i>Effective July 1, 2018</i>

5/14/2021

P:\PublicWorks\Forms\Contract & Bid Documents\Contract Boiler Plates\Front End Docs for Consultant Use Sept 2017\BOLI Prevailing Wage Reference Page 5-8-17.docx

(this page intentionally left blank)

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

(this page intentionally left blank)

GENERAL CONDITIONS**1.0 STANDARD SPECIFICATIONS**

The Standard Specifications for this project shall be the “2018 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.

(this page intentionally left blank)

SECTION VII – SPECIAL PROVISIONS

(this page intentionally left blank)

CITY OF OREGON CITY SPECIAL PROVISIONS

WORK TO BE DONE

The work to be done under this Contract consists of the following improvements:

The project includes, but not limited to the construction of park amenities including pathways, lawn areas, parking, playground, stormwater facilities, shelter, restroom, skate park, sports courts, lighting and roadway improvements.

APPLICABLE SPECIFICATIONS

The Standard Specifications for this project shall be the “2018 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 of 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.

AUTHORITY OF CONSULTANT

The consultant will be directly in charge of the Project. However, the consultant’s authority on this Project is as designated in the official “Consultant Agreement” for this Project, and as designated by the Engineer. This does not include authority to approve contract changes or semifinal and final inspection of the Project.

CLASS OF PROJECT

This is a Local Agency project.

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 Part I Bidding Documents of the Solicitation Documents as identified in 00120.10.

Bid Section – The portion of the Solicitation Documents labeled, Part I Bidding Documents.

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.

Final Acceptance – Written confirmation by the Agency that the Project has been accepted by the Agency.

Project Manager – The Agency’s representative who directly supervises the administration of the Contract.

Substantial Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) 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 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders – Replace this section, except for the section number and title, with the following:

The Contractor shall submit with the Bid, the information specified in Section 00120.40, which includes but is not limited to, a statement of construction experience, ability to perform the work proposed under this Contract and equipment available. Should the Bidder fail to provide sufficient information, the City of Oregon City may reject any bid submitted.

00120.05 Request for Plans, Special Provisions, and Bid Booklets – Replace this section, except for the section number and title, with the following:

Bidders are cautioned that only solicitation documents obtained from the City of Oregon City, 625 Center Street, Oregon City, Oregon may be used to submit bids. Copies of the Oregon Standard Specifications for Construction may be purchased from the Oregon Department of Transportation, Plan Distribution Center in Salem, Oregon.

00120.10 Bid Booklet – Replace this section, except for the section number and title, with the following:

- Refer to Part I Bidding Documents, Instructions to Bidders for a list of required bidding forms

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered – Replace the last sentence of the third paragraph with the following:

Such notification shall also be made at least seven calendar days prior to Bid Opening to provide the Agency sufficient time to make necessary modifications and issue addenda to Bidders.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids – Replace this section, except for the section number and title, with the following:

The Agency reserves the right to issue addenda making changes or corrections to the Plans, Specifications, or quantities. Only holders of Solicitation Documents obtained from the Agency's office who have been identified by the Agency as Holders of Bidding Plans will be notified of these Addenda by mail, delivery service, or email sent to the Bidder's address, or email as it appears in the Agency's files.

The Agency will not be responsible for failure of Bidders to receive Addenda sent as described in the preceding paragraph. Bids may be rejected if opened and found by the Agency not to be based on Addenda issued before Bids were opened.

00120.40(a)(1) Paper Bids: - Replace this subsection, except for the subsection number and title, with the following:

For Bids submitted by paper, obtained from the City's online bid center, the Bidders shall not alter, in any manner, the documents included within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the paper Bid Booklet. Entries on the paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink. The Bidder shall properly complete and bind all the paper documents in the Bid Section, as specified in 00120.10, between the front and back covers of the Bid

Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided [see 00120.40(e)].

00120.40(a)(2) Electronic Bids: Remove this subsection in its entirety.

00120.40(c)(2) Electronic Bid Schedule Entries: Remove this subsection in its entirety.

00120.40(d) Bidder's Address and Signature Pages: Replace this subsection, except for the subsection number and title, with the following:

Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed by a duly authorized representative of the Bidder.

00120.40(e)(2) Bid Guaranty with Electronic Bids: Remove this subsection in its entirety.

00120.40(f) Disclosure of First-Tier Subcontractors: Remove the portion of this subsection beginning with the sentence "The Subcontractor Disclosure Form may be submitted for an Electronic Bid either" and ending with the sentence "The Agency is not responsible for partial, failed, illegible or partially legible facsimile (FAX) transmissions or e-mail submittals, and such forms may be rejected as incomplete." and replace with the following:

Subcontractor Disclosure forms submitted will be considered late if not received by the City of Oregon City within 2 working hours of the time designated for receiving Bids.

Add the following Subsection:

00120.40(g) Customer Service Acknowledgement – To demonstrate a commitment to providing an exceptionally high level of customer service to the City and the community on this project, each Bidder shall complete the provided Customer Service Acknowledgment. The Acknowledgment certifies that s/he has read and understands the sections of the specifications emphasizing customer service, including public safety and convenience, protection and preservation of private property and existing vegetation, and related aspects of construction.

00120.45 Submittal of Bids – Replace this section, except for the section number and title, with the following:

Bids may be submitted by mail or parcel delivery service to the address shown in the Invitation to Bid in an envelope marked with the word "Bid", the name of the project, and the words "To Be Opened Only by Authorized Personnel" on the outside. If a delivery or courier service is used, place the envelope containing the bid inside the delivery or courier service envelope.

Bids submitted after the time set for receiving bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late bids. Requirements for submittal of Bids are detailed in the Invitation to Bid (advertisement). Preparation and submittal of Bids is at the sole risk and expense of the Bidder and is not a cost of contract performance.

00120.50 Submitting Bids for More than One Contract – Delete this section in its entirety.

00120.60(a) Paper Bids – Replace the first sentence with the following:

Information entered into the Bid Booklet by the Bidder may be changed after the Bid has been delivered to the Agency, provided that:

Replace the last bulleted item in this section with the following:

- The request is received by the Agency prior to bidding.

00120.60(b) Electronic Bids: Delete this subsection in its entirety.

00120.70 Rejection of Nonresponsive Bids: Replace the 5th bulleted item in its entirety with:

- The Bid is submitted on documents not obtained from the City's online bid center.

Remove the last bulleted item in this section.

Supplement this section with the following bulleted items:

- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.
- The Agency may reject any or all Bids and waive irregularities not affecting substantial rights in accordance with ORS 279C.395 upon a finding of the Agency that is in the public interest to do so.

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 third 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 three (3) 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 Engineer 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.

00150.50(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

122 S. Center 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

503-657-8241 office

2. Portland General Electric

1705 NE Burnside Road
 Gresham, Oregon 97030
 Contact: Ryan Williams
 Service and Design Project Manager
 503-669-5259 phone or
 Ryan.Williams@pgn.com

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. **CenturyLink**

8021 SW Capitol Hill Road, Room 110
 Portland, OR 97219
 Contact: Scott Miller
Scott.Miller4@centurylink.com
 503-242-4144 phone

5. **Comcast**

Comcast WPDx
 10831 SW Cascade Avenue
 Tigard, Oregon 97223
 Contact: Kenneth Wills, Construction Coordinator 3
 503-793-9981 Cell
 503-596-3767 Office
Kenneth_wills@cable.comcast.com

6. **Clackamas County**

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

7. **Beaver Creek Telephone**

Contact: Ron Wasch
 503-632-6959

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 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 Contractor 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 Contractor 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 supplemented and/or modified as follows:

00165.30 (b) Types of Tests – Supplement this subsection with the following:

Testing frequencies shall comply with the MFTP, except as modified in the table below. In cases of contradiction, the requirement yielding the greatest number of tests shall apply:

Material and Operation	Description of Test and Test Method	Test Frequency
<i>Section 00330 – Earthwork</i>		

Material and Operation	Description of Test and Test Method	Test Frequency
Subgrade - compaction	Nuclear Gauge AASHTO T 310	1 density test per 500 square yards of subgrade under proposed sidewalk and pavement, and per 100 linear feet of curb. Density testing may be substituted at the Engineer's discretion by an approved proof roll method or small areas may be accepted by visual inspection by the Engineer.

Section 00405 – Trench Excavation, Bedding, and Backfill

Trench bedding, pipe zone, and backfill material for Class B Backfill - compaction	Nuclear Gauge AASHTO T 310	For utility trenches 12-feet in depth and under; complete a minimum of one compaction density test at approximately one half of the trench depth and an additional test at or near the surface. For trenches over 12-feet in depth; complete one compaction density test at approximately 4-feet above the pipe, one test at or near the surface and one additional test approximately half way in between. Compaction density tests shall be performed at a minimum every 100 feet.
---	-------------------------------	---

Section 00641 – Aggregate Subbase, Base and Shoulders

Aggregate base - compaction	Nuclear Gauge AASHTO T 310	1 test per 500 square yards of aggregate base under proposed sidewalk and pavement, and per 100 linear feet of curb. Density testing may be substituted at the Engineer's discretion by an approved proof roll method or small areas may be accepted by visual inspection by the Engineer.
-----------------------------	-------------------------------	--

Material and Operation	Description of Test and Test Method	Test Frequency
<i>Section 00495 – Trench Resurfacing</i>		
Asphalt concrete trench resurfacing - compaction	Nuclear Gauge AASHTO T 355	1 test per 100 linear feet per lift of permanent asphalt pavement trench resurfacing. Minimum of X tests per day of asphalt pavement placement.
<i>Section 00744 – Asphalt Concrete Pavement</i>		
Asphalt concrete pavement - compaction	Nuclear Gauge AASHTO T 355	1 test per 500 square yards of pavement, per each lift. Minimum of 3 tests per day of asphalt pavement placement.
<i>Section 00759 – Miscellaneous Portland Cement Concrete Structures</i>		
Cement concrete curbs – concrete compressive strength	AASHTO T22 & T23	1 sample per 500 linear feet of cement concrete curbs, regardless of type. Each sample to consist of 3 cylinders, comprised of (2) 28-day compressive strength tests and (1) 3-day compressive strength test. Minimum of 2 tests per 1 days of cement concrete construction. All cylinders shall also be tested for air content, slump and temperature.
Cement concrete sidewalk and ramps – concrete compressive strength	AASHTO T22 & T23	1 sample per 100 square yards of cement concrete sidewalk and ramps. Each sample to consist of 3 cylinders, comprised of (2) 28-day compressive strength tests and (1) 3-day compressive strength test. Minimum of 2 tests per 1 day of cement concrete construction. All cylinders shall also be tested for air content, slump and temperature.

Material and Operation	Description of Test and Test Method	Test Frequency
Cement concrete driveways – concrete compressive strength	AASHTO T22 & T23	1 sample per 100 square yards of cement concrete driveways. Each sample to consist of 3 cylinders, comprised of (2) 28-day compressive strength tests and (1) 3-day compressive strength test. Minimum of 2 tests per 1 day of cement concrete construction. All cylinders shall also be tested for air content, slump and temperature.

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(c) Additional Insured – Add the following paragraph and bullets to the end of this subsection:

Add the following as Additional Insured under the Contract:

- The City of Oregon City and its officers, agents, and employees
- Lango Hansen Landscape Architects 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
- Lango Hansen Landscape Architects 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.

00180.20 Subcontracting Limitations

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 Completion Time	00180.50(h)
Traffic Lane Restrictions	00220.40(e)
Maintenance Under Traffic.....	00620.43

00180.41 Project Work Schedules – A Type B schedule as detailed in the Standard Specifications is required on 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 (3+ copies)
- List of 24 hour emergency phone numbers for the project manager, site foreman, and traffic control supervisor
- List of subcontractors, names, addresses and phone numbers
- List of quality control subcontractor(s), 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 (3+ copies)
- Erosion and Sediment Control Plan (3+ copies)

- Pollution Control Plan (3+ copies)
- 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:

00180.50 (b) Contract Time – the Contract Time shall be based on calendar day calculation and shall be 150 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 - 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 Engineer determines that the On-Site Work has been completed, except for the items listed below, the Engineer will issue a Second Notification.

The Second Notification will list:

- Final trimming and clean-up tasks (see 00140.90);
- Equipment to be removed from the Project Site;
- Minor corrective work not involving additional payment to be completed; and
- Submittals, including without limitation all required certifications, bills, forms, warranties, certificate of insurance coverage [00170.70(b)], and other documents, required to be provided to the Engineer before the Third Notification will be issued.

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 – Delete the following sentence in the first paragraph:

“The Agency will identify such projects in the special provisions related to them.”

00180.85(b) Liquidated Damages – Add the following section to the end of the first paragraph:

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 with 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).

00195.60 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 listings 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) **Engineer'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.
- (j) **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 Engineer** – The Engineer 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 Engineer Level Review** – The Contractor shall request that the Engineer arrange a meeting with the City Engineer 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 Engineer 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 Engineer 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 Engineer'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 resort 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.

SECTION 00220 – ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

00220.02 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.

Replace the bullet that begins, "For all sidewalk or..." with the following bullets and sub-bullets:

- Sidewalk ramps closures for each ramp shall not extend longer than one week. For all sidewalk or sidewalk ramp closures, install signs and other TCD to delineate alternate routes. Mount signs between the panels of a Type II barricade and place barricades facing pedestrian traffic. Sidewalk closures at any location shall not be longer than one consecutive week.
- Close the sidewalk at a point where there is an alternate way to proceed, or provide signing and other TCD to indicate an alternate pedestrian route. Place closure signing at the closure point in the middle of the existing pedestrian facility facing pedestrian traffic.
- Provide additional TCM and an alternate pedestrian route that, as nearly as is practical, matches existing facility features and meets the accessibility requirements in Part 6 of the MUTCD and the requirements of the Americans with Disabilities Act (ADA).
 - Pave the alternate pedestrian route surface or provide an approved, non-slip 60 inch minimum wide surface meeting the requirements of the ADA.
 - Where a 60 inch minimum width along the entire alternate pedestrian route is not possible, provide 60 by 60 inch passing spaces every 200 feet along the route.
- Provide temporary ramps during existing ramp closures. Temporary ramps shall consist of a ramp meeting ADA requirements constructed utilizing materials which create a hard surface that is not susceptible to rutting.
- Protect pedestrians and delineate the alternate pedestrian route by placing pedestrian channelizing devices (PCD), or other approved devices, between the alternate pedestrian route and the work area. Keep PCD in place, except as required for actual work, until the existing pedestrian facility is reopened.
- Reopen the existing pedestrian facility during non-work hours or continue to provide an alternate pedestrian route.

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 1-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.

00220.40(e) Lane Restrictions

(2) Opened Lanes – Replace section (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
- 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 6 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 00225 – WORK ZONE TRAFFIC CONTROL

Comply with Section 00225 of the Standard Specifications supplemented and/or modified as follows:

00225.00 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.

00225.01(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.

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.

00225.05 Contractor 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.

00225.05(a) Agency or Contractor 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.

00225.11(a-2) Type – Make the following modification:

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

Add the following subsection:

00225.12(f) Pedestrian Channelizing Device - 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

Section 00305, which is not a Standard Specification, is included for this Project by Special Provision.

00305.00 Scope – Provide construction survey work according to the current edition on the date of Advertisement, of the ODOT “Construction Surveying Manual for Contractors”, except as modified in this Special Provision. This manual is available on the web at:

<https://www.oregon.gov/ODOT/ETA/Pages/Manuals.aspx>

The Agency will **not** establish control stations, perform measurements and calculations for pay quantities, or perform final “as constructed” measurements, contrary to Section 1.5 of the above referenced manual. The Contractor’s surveyor will be responsible to complete this work.

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 Engineer 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.

00305.80 Measurement - No measurement of quantities will be made for construction survey work.

00305.90 Payment - The accepted quantities of performing construction survey work will be paid for at the Contract lump sum amount for the item "Construction Survey Work". Payment will be payment in full for furnishing all material, equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for temporary protection and direction of traffic measures including flaggers and signing necessary for the performance of the construction survey work.

No separate or additional payment will be made for preparing surveying documents including but not limited to office time, preparing and checking survey notes, and all other related preparation work.

The amount to be allowed for "Construction Survey Work" in the progress payments will not be in excess of the reasonable value of the surveying work performed under this specification as said reasonable value is estimated by the Engineer.

Costs incurred as a result of survey errors will be borne by the Contractor. Such costs include price adjustments for failure to meet requirements of the construction specifications, repair or removal and replacement of deficient products, and over-run of material.

SECTION VIII – SPECIFICATIONS

(this page intentionally left blank)

SECTION IX – CONTRACT DRAWINGS

(this page intentionally left blank)

SECTION 01 23 00

ALTERNATES

PART 1 GENERAL

1.1 SUMMARY

- A. This work includes:
 - 1. Submission procedures.
 - 2. Documentation of changes to Contract Sum and Contract Time.
- B. Related Work Specified Elsewhere:
 - 1. Agreement: Incorporating monetary value of accepted Alternates.
 - 2. Instructions to Bidders, Bid Form: Requirements for Alternates.

1.2 SUBMISSION REQUIREMENTS

- A. Submit Alternates as requested on Bid Form.
- B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement or by Change Order.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.3 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of Bid Price for Alternates described below. The Bid Form requests a "difference" in Bid Price by adding to or deducting from the base Bid Price.
- B. Bids will be evaluated on the base bid price.

1.4 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 – Drinking Fountain. Purchase, installation of Drinking Fountain, ¾-inch water line and drywell.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Shop Drawings.
- C. Product data.
- D. Samples.
- E. Manufacturer's installation instructions.
- F. Manufacturers' certificates.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's standard transmittal form as approved by Owner's Representative.
- B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project, and deliver to Owner's Representative at business address. Coordinate submission of related items.
- F. For each submittal, allow 15 days for Owner's Representative's review excluding delivery time to and from the Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
- H. Provide space for Contractor and Owner's Representative's review stamps.

- I. For submittals required to be revised and resubmitted, identify all changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- K. Submittals not requested will not be recognized or processed.

1.3 SUBMITTAL SCHEDULE

- A. A list of submittals will be provided by the Owner's Representative prior to the start of work. It is the Contractor's responsibility to submit all materials and documentation noted in the construction documents.

1.4 SHOP DRAWINGS

- A. Submit in the form of one reproducible transparency and one opaque reproduction.
- B. Shop Drawings: Submit for review. After review, produce copies and distribute in accordance with the Submittal Procedures article above and for record documents purposes described in Section 01700: Contract Closeout.
- C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.5 PRODUCT DATA

- A. Submit the number of copies which the contractor requires, plus two copies which will be retained by the Owner's Representative.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this project.
- 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, distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700: Contract Closeout.

1.6 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- B. Submit samples of finishes from the full range of manufacturers' standard colors, and in custom colors where specified, textures, and patterns for Owner's Representative's selection.

- C. Include identification on each sample, with full project information.
- D. Submit the number of samples specified in individual specification sections; one of which will be retained by Owner's Representative.
- E. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.7 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Owner's Representative in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.8 MANUFACTURER CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer to Owner's Representative, 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 Owner's Representative.

1.9 OWNER'S REPRESENTATIVE DUTIES

- A. The review will be for conformance of the design concept and compliance with information given in the Contract Documents. The Owner's Representative will make notations directly on the submittals.
- B. The review is intended to foresee unacceptable products and to avoid the possibility of their rejection at the site. The review shall not be construed as:
 - 1. Permitting a departure from the Contract Documents, unless specifically so noted.
 - 2. Relieving the Contractor of the responsibility for errors or omissions.
 - 3. Acceptance of an assemble in which an approved item is a part.
 - 4. Approval of variations from previously approved items.
 - 5. Approval of dimensions.

- C. The Owner's Representative will review all samples. Such review will be for appearance only. Compliance with all other requirements is the responsibility of the Contractor.
- B. Where the Contract Documents require the design of structural, mechanical or electrical systems or components of systems by a supplier, or where a Contractor initiates a change in the design of a system or component thereof, such systems or components shall be designed by a registered professional engineer and all calculations submitted to the Owner's Representative will not be responsible for the designs of such other professional engineers.

1.10 VARIATIONS FROM CONTRACT DOCUMENTS

- A. If the Owner's Representative determines a variation from the Contract Documents is in the best interest of the Owner, and it does not involve change in the contract price or item, the Owner's Representative, with the Owner's concurrence, may permit such variation.
- B. Unless the Owner's Representative receives immediate written notification, he/she will assume the Contractor approves any variation shown.
- C. If the Contractor fails to mention variations from the Contract Documents, he/she will not be relieved of the responsibility for executing the Work in accordance with the Contract Documents.
- D. When a variation from the Contract Documents is permitted and such variation involves corresponding adjustment in an adjacent or related item, the responsibility for making and paying all costs for such adjustment rests with the Contractor requesting the original variation.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 56 39
TEMPORARY TREE AND PLANT PROTECTION

PART 1 GENERAL

1.1 SUMMARY

- A. Temporary fencing, barricades, and guards to protect trees which are to remain from damage above and below grade.
 - 1. Erect as shown on plans.
- B. Protection of root systems from smothering, compaction and damage.
- C. Protection of plant growth, including root systems of trees and plants, from dumping of refuse or chemically injurious material or liquids, and continual puddling of running water.
- D. Specification shall be applied concurrently and in conjunction with other plant material protection measures herein described and specified.

1.2 GENERAL REQUIREMENTS

- A. Preservation, protection, and pruning of existing trees and shrubs, and other vegetation indicated to remain.
- B. Meet local jurisdiction requirements for protection of existing trees and vegetation.
- C. Provide temporary fencing, barricades and guards as required to protect trees and other plants to remain from all damage.
- D. Protect all trees to remain from stockpiling, material storage, vehicle parking and driving within the Tree Protection Zone.
 - 1. Do not store construction materials or permit vehicles to drive or park within Tree Protection Zone of any tree to remain.
- E. Contractor to provide Certified Arborist for review of conditions that arise in the field. Contractor to provide a Certified Arborist to perform the work as needed.

1.3 DEFINITIONS

- A. Certified Arborist: Certified by The International Society of Arboriculture (ISA).
- B. Drip line: The area defined by the outermost perimeter of a tree's or shrub's vegetated canopy.
- C. Tree Protection Zone (TPZ): Area defined by, at a minimum, the *drip line* of a single designated tree or the outermost perimeter of the combined *drip line areas* of a designated group of trees, but more specifically reflecting the *Critical Root Zone (CRZ)* of each tree and plant species to be protected. This area may be established or extended as deemed necessary by the Owner's Representative.

1.4 SITE VERIFICATION OF CONDITIONS

- A. Meet with Owner's Representative to conduct on-site inspection of tree and plant materials to remain and Tree Protection Plan prior to start of Work.
- B. Notify Owner's Representative 48-hours prior to starting construction work around trees to be saved and prior to tree work.

PART 2 PRODUCTS

2.1 MATERIALS

- A. As indicated and required elsewhere in this Specification Section, and as recommended by Owner's Representative.
- B. Fencing: Owner's Representative field reviews and approves all tree protection locations, methods and measures. See Drawings for fencing material.
- C. Pruning Equipment:
 - 1. Roots and Branches Larger than 1-inch in diameter: Sharp saw.
 - 2. Roots and Branches 1-inch or less in diameter: Pruning shears.

PART 3 EXECUTION

3.1 INSPECTION

- A. Inspect trees shown on plans to be protected, prior to start of construction.
 - 1. Document and photograph unusual conditions.
 - 2. Submit digital copies of documentation to Owner's Representative prior to beginning work.
 - 3. Verify conditions regarding tree protection prior to site disturbance.
- B. Owner's Representative must be present during demolition of existing conditions within drip line of trees to remain.
- C. Notify Owner's Representative within 24-hours prior to inspection and/or tagging of protected trees.

3.2 GENERAL

- A. Install fencing/barricades around all tree protection zones of trees designated to remain prior to commencement of any construction activities including but not limited to clearing and demolition work.
 - 1. Once erected, plant protection fencing will be maintained throughout the duration of the work.
 - 2. All ingress is prohibited without prior approval from the Owner's Representative.

3. Designate protected trees to be clear of any material storage, personnel, or vehicular movement.
- B. Protect all plant growth including root systems of trees and plants to remain from:
 1. Construction activities including but not limited to: material storage, staging, all work activities and parking.
 2. Dumping of construction related refuse.
 3. Damage due to noxious materials in solution caused by runoff and/or spillage during mixing and placement of construction materials, and drainage from stored materials.
 4. Chemically injurious materials and liquids used in construction process.
 5. Flooding, erosion, or excessive wetting resulting from dewatering operations, compaction, water flow or traffic.
 6. Unauthorized cutting, breaking, or skinning roots and branches, skinning, and bruising of bark.
- C. Where cutting seems necessary, review conditions with Owner's Representative before proceeding, and comply with directives.
- D. Fires on project site are not allowed.
- E. Engage the Owner's Representative to direct removal of branches from trees and large shrubs to remain, if required to clear new construction and where indicated; and to direct tree root pruning and relocation work.
- F. Where directed by the Owner's Representative, extend pruning operations to restore natural shape of trees and other plants impacted by construction activities.
- G. Cut branches and roots with sharp pruning instruments, as specified. Do not break, chip or mutilate.
- H. Water trees and other vegetation to remain as necessary to maintain their health during the course of the work.
 1. Maintain a watering schedule and log of watering operations.
- I. Restrict vehicular and foot traffic of all construction crews, to prevent compaction of soil over root systems and within tree protection zones.

3.3 PRE-CONSTRUCTION CARE

- A. All trees designated to be retained within the project limits shall be pruned to ANSI A-300 Pruning Standards with selective low limb removal, as directed and approved by the Owner's Representative, where required for construction clearance.
- B. Structural support (cabling) in accordance with National Arborist Association Standards will be required on specific trees within the project limits and where required for construction clearance, as identified by the Owner's Representative.

3.4 EXCAVATION AROUND TREES

- A. Excavate within the tree protection zone of trees only where indicated and approved by the Owner's Representative.
 - 1. Excavate around tree roots within tree protection zone only under the direction of the Owner's Representative.
- B. Where excavating for new construction is required within root protection zones of trees:
 - 1. Hand excavate to minimize damage to root systems;
 - a. Use narrow tine spading forks and comb soil to expose roots.
 - b. Reposition roots in backfill areas whenever possible.
 - 2. Specialized equipment/machinery may be used only as approved by the Owner's Representative and permitting agency. Machinery shall be:
 - a. Equipped with rubber tracks, not metal tracks;
 - b. Designed to perform the task it is being used for;
 - c. Appropriate and capable for each task in order to minimize damage to root systems and avoid disturbance to adjacent surface and subsurface conditions;
 - d. Appropriate in size for the specific conditions of the project in order to minimize site impacts to the greatest extent possible;
 - e. Operated only by trained and experienced personnel; and,
 - f. Operated only within approved, designated locations and, in strict adherence, shall not be allowed to enter, cross, maneuver, park, or otherwise access any areas other than those approved and designated for the work.
- C. Where trenching for utilities (including but not limited to sewer, storm, electrical, water service and irrigation) is required within tree protection zones:
 - 1. Owner's Representative needs to approve trenching routes.
 - 2. Tunnel under or around roots by hand digging or boring.
 - 3. Trench toward trunk of tree and tunnel under central root mass to avoid severing lateral roots on sides of trench.
 - 4. Do not cut main lateral roots or tap roots over 1-inch diameter. If roots larger than 1-inch diameter are damaged or need to be cut, a root inspection by Owner's Representative is required. Cut smaller roots using sharp pruning tools as specified.
 - 5. Roots greater than 1-inch in diameter exposed during excavation must be cut squarely at the edge of the excavation with a sharp saw or appropriate pruning tool as specified.
 - 6. Temporarily support and protect roots from damage until permanently covered with approved backfill.
- D. Utility trenching routes may need field adjustment or areas of manual excavation to avoid tree roots for both inside and outside of tree protection zones.
- E. Do not allow exposed roots to dry out before permanent backfill is placed. Provide temporary earth or burlap cover; pack with wet compost or four layers of wet untreated burlap.
 - 1. Backfill roots after inspection approval by Owner's Representative.

2. Backfill around root excavations only with clean import topsoil free from materials deleterious to root growth.
 3. Backfill to eliminate voids, compact only by means of manual tamping at root areas.
 4. Water sufficiently to settle backfill and to eliminate voids and air pockets around roots.
 5. Water roots daily when exposed and maintain in a moist condition.
 6. Allow for natural settlement of soil surface, and furnish and apply topsoil sufficient to bring to original finish grade after backfill settlement.
- F. Notify Owner's Representative immediately upon discovery of conditions that threaten survivability of protected tree or that affect vitality, stability or integrity of root system.
- G. All pruning shall be performed to ANSI A-300 Pruning standards and accepted by the Owner's Representative. Other therapeutic care work shall be performed to National Arborist Association standards.

3.5 GRADING AND FILLING AROUND TREES

- A. Maintain existing grade within tree protection zones unless otherwise indicated on Drawings or approved by the Owner's Representative.
- B. Lowering Grades: Where existing grade is above new finished grade shown around trees, under direction of the Owner's Representative, carefully hand excavate within root zones to new grade. Cut roots exposed by excavation, as specified, to approximately 3-inches below elevation of new finished grade.
- C. Raising Grades: Permitted only as acceptable to the Owner's Representative.

3.6 REPAIR AND REMOVAL OF TREES AND PLANTS

- A. Engage the Arborist to perform tree and plant repair work.
1. Repair trees and plants damaged by construction operations in a manner acceptable to the Owner's Representative.
 2. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees and plants.
- B. Remove and replace dead and damaged trees and plants determined by the Owner's Representative to be incapable of restoration to normal growth pattern.
1. Provide new shrubs of same size and species as those replaced or as other wise acceptable to the Owner.
 2. Plant and maintain according to specifications provided.
- C. Trees designated by Owner for complete removal for construction.
1. Prevent damage to trees to be saved and minimize conflicts between trees and people or property. Activities under trees should strive to minimize impact to trees or root zones. Contractors are responsible for tree damage incurred during construction.
 2. Qualifications: The General Contractor must be on site during tree removal. All persons and sub-contractor(s) performing tree work must be licensed Certified

Arborists through the International Society of Arboriculture; and must be familiar with natural area preservation principles. All climbers and sawyers will be licensed Certified Arborists with a minimum of five years of experience doing similar type and scale of work. The Arborists shall be able to fall, block or otherwise remove a tree as required without damage to structures or other trees.

- a. The General Contractor shall provide qualifications and references to the Owner's Representative for approval prior to start of work.
3. Work: Trees shall be felled or blocked in the best manner feasible to avoid damage to adjacent trees, plants, root zones, natural resources, utilities and properties. Trees may only be felled or blocked within the designated construction area and, in strict adherence, shall not be placed or allowed to fall outside of the designated construction area or within a tree protection zone. The arborist performing the work shall determine the best method possible for removing each tree and shall develop a strategic plan for tree removal for approval by the Owner's Representative prior to beginning any tree removal work.
4. Stumps: Stumps and roots inside the area of cut and fill are to be removed after initial felling unless otherwise directed. Void from removed stump shall be backfilled with specification material. Stumps outside the area of cut and fill may be cut clean and flush to the ground and left in place with the approval of the Owner's Representative.
5. Diseased Trees: Trees infected with a disease or insect such as Sudden Oak Death or Asian Longhorned Beetle may need to be disposed by following the guidelines of the Oregon Department of Agriculture (ODA). The ODA, the Natural Resources Supervisor and Owner's Representative will need to be notified of suspected trees.
6. Snag Trees: Trees identified on the Tree Plan to be snagged shall be retained in place and cut to the height as approved. Removed woody materials will be utilized as downed wood as approved or removed from the site. Care should be taken to avoid damage to adjacent trees and plants when cutting snags.
7. Safety: The tree removal operation shall be discussed in the Safety Plan. The trees shall be removed without hazard to people and structures. The Safety Plan shall address trees to be felled in a specific direction and be completed by the arborist or trained personnel under the direct supervision of the arborist. The arborist shall review the site ahead of submitting the Safety Plan; and determine if there are additional hazard trees that should be removed as a matter of safety. These trees shall be discussed as a possible change order.
8. When performing tree removal work, at a minimum:
 - a. Remove people not involved in the work from the area.
 - b. Identify the hazard area with red danger tape.
 - c. Prohibit unauthorized individuals from entering into the work area.
 - d. Evaluate removal options.
9. All heavy machinery shall be limited to areas outside the drip line of trees to be saved, except as approved by Owner's Representative. Any approved work within the drip line of trees to be saved, shall be done with machinery having rubber tracks, not metal tracks. To minimize compaction, a 12-inch thick layer of wood chips may be placed within the drip line of trees to be saved. Plywood sheets may also be placed over the layer of wood chips to further lessen compaction. The

plywood sheets and layer of wood chips shall be removed once the tree removal operation is complete.

10. The Contractor shall fall the trees in a manner to provide usable wood for other projects. Verify specific project requirements with Owner's Representative.
11. Fallen trees blocking a trail need to be cut four feet back from either side of a trail. Tree stumps or visible cuts are to be disguised by muddying up the stump with some surrounding soil and adding pieces of moss if available. If possible, flush cuts on stumps near trails are preferred.
12. Roots are to be cut with sharp tools designed for the purpose. It is advisable not to cut any root larger than 1" in diameter. When unavoidable, roots shall be cut, not chopped or scraped. Where needed, tunnel under or around roots by hand digging or boring. Pruning of limbs and branches shall be done to ANSI A300 arboriculture standards.

- D. In the event that any trees or plants are damaged, destroyed, or removed as a result of Contractor's, or it's agents' or employees', acts or omissions, damages shall be assessed against the Contractor in accordance with the formulas and standards set forth in the "Council of Tree and Landscape Appraisers" Guide For Plant Appraisal, as it may be revised. In the event that a tree or plant is damaged, but not to the extent that it must be removed, then damages will be calculated as a percentage of the total value of the damaged tree or plant, as estimated by a Plant Professional authorized by the Owner. Contractor will also pay as damages, the costs associated with the District's appraisal of tree and plant damage and lost value, as well as all costs associated with any repairs to the trees and plants that are needed, as determined solely by the Owner's Representative.

3.7 HARDSCAPE INSTALLATION WITHIN TREE PROTECTION ZONES

- A. Only as indicated on Drawings and as approved and/or directed by Owner's Representative.
- B. Electrical conduit and irrigation main lines should be run under walkways, within stone or concrete sub-base, and should not cut into native soil within the Tree Protection Zone. Drip irrigation may be installed within the Tree Protection Zone as directed and approved. Lateral electrical lines to individual lights should be installed as close to the soil surface as possible with short runs from the main conduit.
- C. Electrical fixtures, housing and irrigation valves must be installed with care to avoid cutting roots. Digging must be minimal with excess dirt removed from the tree protection zone.
- D. Utility locations and installation shall conform to all applicable codes and requirements.
- E. Roots exposed during excavation shall be treated as specified herein.
- F. Install walkways as close to grade as possible to minimize excavation into the soil where large roots and areas of high root density exist. Backfill with loose dirt to the minimum depth necessary to achieve a natural look. Mulch if appropriate, as directed by the Owner's Representative.

3.8 PROTECTION

- A. Maintain protective measures throughout construction process.
 - 1. Repair any alteration to protection measures throughout construction process.
 - 2. Repair or reinstall protective measures upon alteration.
 - 3. Monitor protective measures daily.
 - 4. Pruning and/or repairs must be approved in advance and at completion.
 - 5. Contractor is responsible for cost of repair caused by his actions or by actions of his/her subcontractors.

3.9 CLEANING

- A. Remove fencing, barricades, and guards. See Section 01 70 00 – Execution and Closeout Requirements.
- B. Remove debris and dispose of in a legal manner. See Section 01 74 19 – Construction Waste Management and Disposal.

END OF SECTION 01 56 39

SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Performance bond.
- E. Compensation to Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

1.2 REFERENCE STANDARDS

- A. ASTM D 4355 - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc Type Apparatus; 2007.
- B. ASTM D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 1999a (Re-approved 2004).
- C. ASTM D 4533 - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2004.
- D. ASTM D 4632 - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2008.
- E. ASTM D 4751 - Standard Test Method for Determining Apparent Opening Size of a Geotextile; 2004.
- F. ASTM D 4873 - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples; 2002.
- G. EPA (NPDES) - National Pollutant Discharge Elimination System (NPDES), Construction General Permit; current edition.

1.3 PERFORMANCE REQUIREMENTS

- A. Comply with all requirements of U.S. Environmental Protection Agency for erosion and sedimentation control, as specified for the National Pollutant Discharge Elimination System (NPDES), Phases I and II, under requirements for the 2003 Construction General Permit (CGP), whether the project is required by law to comply or not.

- B. Also comply with all more stringent requirements of State of Oregon Erosion and Sedimentation Control Manual and Clackamas County Erosion Prevention and Sedimentation Control Manual.
- C. Develop and follow an Erosion and Sedimentation Prevention Plan and submit weekly inspection reports.
- D. Do not begin clearing, grading, or other work involving disturbance of ground surface cover until applicable permits have been obtained; furnish all documentation required to obtain applicable permits.
- E. Timing: Put preventive measures in place as soon as possible after disturbance of surface cover and before precipitation occurs.
- F. Storm Water Runoff: Control increased storm water runoff due to disturbance of surface cover due to construction activities for this project.
 - 1. Prevent runoff into storm and sanitary sewer systems, including open drainage channels, in excess of actual capacity or amount allowed by authorities having jurisdiction, whichever is less.
 - 2. Anticipate runoff volume due to the most extreme short term and 24-hour rainfall events that might occur in 25 years.
- G. Erosion On Site: Minimize wind, water, and vehicular erosion of soil on project site due to construction activities for this project.
 - 1. Control movement of sediment and soil from temporary stockpiles of soil.
 - 2. Prevent development of ruts due to equipment and vehicular traffic.
 - 3. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- H. Erosion Off Site: Prevent erosion of soil and deposition of sediment on other properties caused by water leaving the project site due to construction activities for this project.
 - 1. Prevent windblown soil from leaving the project site.
 - 2. Prevent tracking of mud onto public roads outside site.
 - 3. Prevent mud and sediment from flowing onto sidewalks and pavements.
 - 4. If erosion occurs due to non-compliance with these requirements, restore eroded areas at no cost to Owner.
- I. Sedimentation of Waterways On Site: Prevent sedimentation of waterways on the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.
 - 1. If sedimentation occurs, install or correct preventive measures immediately at no cost to Owner; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 - 2. If sediment basins are used as temporary preventive measures pump dry and remove deposited sediment after each storm.
- J. Sedimentation of Waterways Off Site: Prevent sedimentation of waterways off the project site, including rivers, streams, lakes, ponds, open drainage ways, storm sewers, and sanitary sewers.

1. If sedimentation occurs, install or correct preventive measures immediately at no cost to **Owner**; remove deposited sediments; comply with requirements of authorities having jurisdiction.
 - K. Open Water: Prevent standing water that could become stagnant.
 - L. Maintenance: Maintain temporary preventive measures until permanent measures have been established.
- 1.4 SUBMITTALS
- A. Erosion and Sedimentation Control Plan has been approved by the City of Milwaukee.
 - B. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
 - C. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.

PART 2 PRODUCTS

2.1 MATERIALS

- A. See Drawings for materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

3.2 PREPARATION

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

3.3 SCOPE OF PREVENTIVE MEASURES

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Soil Stockpiles: Protect using one of the following measures:
 1. Cover with polyethylene film, secured by placing soil on outer edges.
 2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves; or, 6 inches of straw or hay;
- C. Temporary Seeding: Use where temporary vegetated cover is required.

3.4 INSTALLATION

- A. As shown on Drawings.

3.5 MAINTENANCE

- A. Inspect preventive measures routinely (daily), within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
 - 1. Promptly replace fabric that deteriorates unless need for fence has passed.
 - 2. Remove silt deposits that exceed one-third of the height of the fence.
 - 3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Straw Bale Rows:
 - 1. Promptly replace bales that fall apart or otherwise deteriorate unless need has passed.
 - 2. Remove silt deposits that exceed one-half of the height of the bales.
 - 3. Repair bale rows that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- E. Clean out temporary sediment control structures weekly and relocate soil on site.
- F. Place sediment in appropriate locations on site; do not remove from site.

3.6 CLEAN UP

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Owners Representative.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.

END OF SECTION 01 57 13

SUBSTITUTION REQUEST*The Construction Specifications Institute
Northwest Region*

TO: _____

PROJECT: _____

SPECIFIED ITEM: _____

Section No.	Page	Paragraph	Description
-------------	------	-----------	-------------

PROPOSED SUBSTITUTION: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identifying applicable portions.

Attached data also includes description of changes to Contract Documents that proposed substitution requires for proper installation.

Undersigned certifies that the following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown on Drawings.
2. Undersigned pays for changes to building design, including engineering design, detailing and construction costs caused by proposed substitution.
3. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
4. Maintenance and service parts are available locally or are readily obtainable for proposed substitution.

Undersigned further certifies that function, appearance, and quality of proposed substitution are equivalent or superior to specified item.**Undersigned agrees that, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.****Submitted by**

Name (Print) _____

Signature _____

Firm Name _____

Noted _____

Late
Address _____

City, State, Zip _____

Date _____

Telephone _____ Fax _____

General Contractor (if after award of Contract) _____

For use by A/E:

____ Approved ____ Approved as

____ Not Approved ____ Received Too

By _____

Date _____

Remarks _____

Attachments

1999 Edition

SECTION 10 73 00
PICNIC SHELTER

PART 1 OWNER SUPPLIED SCOPE

1.1 SUMMARY

- A. The owner is purchasing the “Building Supply ONLY” of the herein specified Romtec Pre-Engineered Building for the Project. Romtec, Inc. is hereafter designated as the building supplier. The Contractor, hereafter designated as the building installer, shall be responsible for building installation of the Romtec building per these specifications.
- B. The following is an overview of the scope and products that will be provided by Romtec to the owner as part of the owner supplied pre-engineered building kit.
- C. The Picnic Shelter will be delivered to the site no later than September 15th.

1.2 OVERVIEW

- A. Packaged building kit and all associated design and engineering, with all listed components supplied by the building supplier. The building supplier shall be a single source design, engineering, and manufacturer who shall supply the packaged building kit and meet all the following scope requirements.
- B. The building and its concrete footings, foundation, and slab shall be engineered by the building supplier to meet site specific conditions including wind and snow loading, local frost depth, and ground conditions.
- C. Fasteners that are normally included with individual components, as well as any atypical fasteners, shall be supplied by building supplier.
- D. Building is to be designed and constructed to meet local codes and approvals for permanent structures.
- E. Building sidings, treatments, and roofing are to be as specified.
- F. The reviewing authority reserves the right to review or reject all submittals at its sole discretion.
- G. All work and materials shall comply with the latest industry building codes and regulations for the state of Oregon.
- H. Americans with Disabilities Act Accessibility Guidelines (ADAAG) will be followed in design, manufacture, and construction.

1.3 DESIGN & SUBMITTAL DOCUMENTATION

- A. The building supplier work shall include the design of the architectural, mechanical, structural, and electrical components that will be required for this building.
- B. The building will be designed by the building supplier as a complete, packaged building to be delivered to the job site for construction on site by the building installer.

1.4 WARRANTY

- A. The building and all its associated components will be warranted against defects in materials and workmanship for a period of not less than one (1) year from date of final acceptance.

PART 2: BUILDING SUPPLIER PRODUCTS (OWNER SUPPLIED)

2.1 MANUFACTURER

- A. Romtec, Inc.,
18240 North Bank Rd. Roseburg, OR. 97470
Tel: 541-496-3541; Fax: 541-496-0803; Email: travis.olson@romtec.com
Web: www.Romtec.com

2.2 BUILDING DESCRIPTION

- A. Refer to plans for quantities, dimensions, locations, and installation methods for the materials and items described in this section.
- B. Building dimensions shall match what is indicated on drawings.

2.3 WALLS

- A. Timber truss and post pavilion shall be supplied by building supplier.

2.4 ROOFING

- A. Roof shall be supplied by building supplier.
 - 1. Glulam beam shall be 24F-V4 and architectural grade.
 - 2. Tongue & groove decking shall be 2x6 V-edge deck boards, select deck Douglas fir.
- B. Roofing shall be Fabral, 26-gauge, Horizon 16, standing seam panels, with 16 in. coverage width.
 - 1. Roofing package shall include inside and outside foam closures, matching trim (eaves, gables and ridge) and fasteners, sheet metal flashing (all sides), and 30# felt (under metal).
 - 2. Roofing color to be selected by the owner from the manufacturers standard color chart.

PART 3 BUILDING INSTALLER SCOPE

The building installer is responsible for building installation. Building installer work shall include, but is not limited to: site preparation and grading, excavations for structures, backfill, foundation and pad construction, and building construction.

Note: Building installer must be able to provide references for installation of at least three (3) previous pre-engineered restroom buildings within the last five (5) years.

3.1 INSTALLATION

- A. All components to be installed according to the plan sets and/or manufacturer's instructions.

3.2 CAST IN-PLACE CONCRETE

- A. All equipment, labor, trades and materials shall be supplied by building installer.
 - 1. Includes all materials and labor for foundations/footings, interior slabs, exterior/entry slabs, sidewalks and peripheral materials needed to construct/install the restroom and trellis structures not provided by the building supplier.
- B. Footings are to be dug by the building installer and poured on site per the plans to meet local code for permanent structures.
- C. Engineered fill shall be $\frac{3}{4}$ " minus crushed aggregate around footings, foundations, and slabs as required by the plans.
- D. Slab vapor barrier shall be 6-mil continuous plastic under the concrete slab.
- E. The foundation shall be installed as designed with all cast in-place concrete poured to dimensions specified in final plans.
 - 1. Footings shall be built to 24" depth.
 - 2. Minimum compressive strength of 3000 psi at 28 days, 4+/-1" slump, with max $\frac{3}{4}$ " aggregate, cured in accordance with ACI 308.
 - 3. Slabs shall have a fine broom finish with joints required in flat work as shown on plans.
 - 4. Steel rebar shall be installed as specified in final plans.
- F. Concrete slab sealer shall be a water-based transparent curing, sealing and dust proofing compound with two (2) coats to be applied per manufacturer's instructions.
- G. Refer to drawings for sidewalks and entry slabs.
 - 1. Minimum concrete compressive strength of 2500 psi at 28 days.
 - 2. Remesh or Rebar reinforcement shall be used in sidewalks.
 - 3. All sidewalks shall be finished with a fine broom with control joints installed per engineer's specification.

3.3 STRUCTURE

- A. Sealant for all exposed wood shall be supplied by building installer.
- B. Gutters and downspouts shall be supplied by building installer. Downspouts to be schedule 40 painted to match gutter

3.4 OTHER MATERIALS & EQUIPMENT

- A. Unless otherwise specified, the following products and materials are supplied by building installer.
 - 1. All items not specifically listed as supplied by building supplier.
 - 2. Any item listed as supplied by "installer", "contractor", "owner", or "others".
- B. Unless specified in the plans or specifications, building installer supplies the following:
 - 1. Building installation

2. Asphalt paving
3. Sidewalks
4. Landscaping
5. Site grading
6. Cast-in-place concrete foundations, footings, interior slabs and exterior/entry slabs
7. Concrete slab sealer
8. Concrete grout
9. Rebar
10. Latex epoxy paint
11. Caulk for siding
12. Typical fasteners; for example: roofing nails, staples, etc.
13. Fasteners not included in product packaging
14. Irrigation Equipment
15. Fire alarm and fire suppression equipment
16. Lighting equipment not attached to the building
17. Clear coat finish for all decking, glulam beams, posts, and extensions
18. All other items indicated on final plans or required by building codes which are not specifically stated as supplied by building supplier.

3.5 DELIVERY, STORAGE, AND HANDLING

- A. The building installer will be responsible for all equipment and labor required for off-loading of the building onsite.
- B. The building installer will assume responsibility for adequate protection of materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.

3.6 BUILDING MAINTENANCE AND ACCEPTANCE

- A. Building installer is responsible for maintenance for the packaged restroom building prior to final acceptance by the owner.
- B. Owner is responsible for maintenance for the packaged restroom building after final acceptance.
- C. Owner or owner's agent (not building supplier) is responsible for the final site plan.

PART 4 SPECIAL INSPECTION

- A. If required, special inspection shall be owner supplied.

4.1 OPERATION & MAINTENANCE MANUALS

- A. Upon installation, the building installer shall save any included Operations & Maintenance manuals that are provided by some manufacturers in their packaging. Any additional copies requested from the building supplier may result in subsequent charges.

SECTION 31 1000

SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Removing existing vegetation.
2. Clearing and grubbing.
3. Stripping, stockpiling and disposal of topsoil.
4. Stripping and stockpiling and disposal of rock.
5. Contaminated or hazardous material.
6. Disposal of surplus or waste material.

B. Related Requirements:

1. Section 01 5639 "Temporary Tree and Plant Protection" for tree protection fencing and requirements for clearing and grubbing within Root Protection Zones.
2. Section 31 2000 "Earth Moving" for procedure to determine if soil is unsatisfactory or unsuitable for reuse as fill.
3. Section 31 9119 "Landscape Grading Topsoil" for topsoil stripping requirements.

1.2 MEASUREMENT AND PAYMENT

- A. Lump sum price includes all Work described in this Section including incidental work necessary to achieve a clear dirt surface on the site and all handling, recycling, hauling and disposal.

1.3 DEFINITIONS

- A. Boulder: As defined in Section 31 2000 "Earth Moving".
- B. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

- C. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other non-soil materials.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PREINSTALLATION MEETING

- A. Preinstallation Conference: Conduct conference at Project site to review clearing limits, tree and plant protection requirements, and stockpiling and removal requirements.

1.5 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property.
 - 1. Remove from Project site and dispose of.
- B. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

1.6 SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed digital photographs or video recordings.
 - a. Date stamped.
 - b. Recorded at a resolution sufficient to show details.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.
- B. Approved Application for Pesticide Use on OC Property.
- C. Topsoil stripping and stockpiling program.

1.7 QUALITY ASSURANCE

- A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.8 FIELD CONDITIONS

- A. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- B. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Herbicide: As approved by City Integrated Pest Management coordinator. Refer to Section 01 5700 "Temporary Controls".

PART 3 - EXECUTION

3.1 PREPARATION

- A. Stake boundaries of horizontal clearing limits indicated prior to pre-installation meeting.
 - 1. Do not permit disturbance beyond staked clearing area.
- B. Protect and maintain benchmarks and survey control points from disturbance during construction.
- C. Verify that protection measures are in place, including:
 - 1. Perimeter fencing.
 - 2. Erosion control measures.
 - 3. Tree and plant protection fencing.
 - 4. Protect existing site improvements to remain from damage caused by settlement, lateral movement, undermining, washout or any other change caused by operations of this Section.

3.2 CLEARING AND GRUBBING

- A. Remove trees, shrubs, stumps, blackberries and other living or dead vegetation, boulders, incidental refuse and obstructions to permit installation of new construction. Clearing includes removing or salvaging downed timber and removal of fences, gates, sign posts and other incidental improvements.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - a. Prune minor roots and branches of trees and shrubs indicated to remain that will conflict with new construction according to requirements of Section 01 5639 "Temporary Tree and Plant Protection."
2. Stumps: Grind down stumps, whether existing or resulting from tree removal operations, and whether indicated on Drawings or not.
 - a. Remove roots larger than 2 inches in diameter.
3. Use only hand methods or air spade for grubbing within protection zones.
4. Remove sod to a depth of 2 inches as shown on plans.
5. Remove all invasive weeds, including all blackberry canes, root crowns and roots.
6. Chip removed tree branches and dispose of off-site.
7. Obstructions, refuse and debris, including boulders: remove to a depth of 18 inches below exposed subgrade.
8. Contractor is responsible for hauling off and disposing of 15 tons of existing boulders and/or rock uncovered during site grading and clearing.

3.3 TOPSOIL STRIPPING – IN AREAS TO BE REGRADED OR AREAS TO BE PAVED ONLY

- A. Remove herbaceous materials, including grasses and weeds, before stripping topsoil.
 1. Mow all sod or grassy areas to be cleared.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
 1. Remove subsoil and non-soil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots larger than 1/2 inch, root mats, and other waste materials. Remove all rocks larger than 1 inch.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 1. Limit height of topsoil stockpiles to 48 inches.
 2. Shape stockpiles to drain water.
 3. Prevent stockpiles from emitting wind-blown dust.

4. Do not stockpile topsoil within root protection zones.
5. Stockpile surplus topsoil to allow for resspreading deeper topsoil.

3.4 STOCKPILING ROCK

- A. Remove boulders over 18" and stockpile without intermixing with other materials. Do not include smaller sizes of excavated or crushed rock in boulder stockpile.
 1. Dispose of surplus rock. Surplus rock is that which exceeds quantity indicated to be stockpiled or reused.

3.5 CONTAMINATED OR HAZARDOUS MATERIAL

- A. Should any asbestos-containing material, underground storage tank, toxic or contaminated soil or questionable material that is not already indicated in the contract documents be encountered during the Work, perform the following in addition to the provisions of the General Conditions of the Contract:
 1. Immediately notify Owner, Oregon Department of Environmental Quality and all other Authorities Having Jurisdiction.
 2. Do not proceed with Work in the affected area before allowing Owner sufficient time to determine extent of condition.
- B. If corrective measures are required, authorized additional work will be paid for according to Contract provisions for changes in the Work.

3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil and rock material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION

SECTION 31 20 00

EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Oregon Department of Transportation (ODOT) Standard Specifications for Construction – 2021 Edition.

1.2 WHERE THESE SPECIFICATIONS APPLY

- A. Section 31 20 00 specifications are applicable to Filbert Run Park on-site facilities.
 - 1. Public utilities to be constructed as part of this project are to be constructed in accordance with City of Oregon City Public Works Standards.

1.3 SUMMARY

- A. Section Includes:
 - 1. Preparing subgrades for slabs-on-grade walks, both standard and pervious, pavements, turf and grasses, plants.
 - 2. Excavating and backfilling for structures.
 - 3. Subsurface drainage backfill for walls and trenches.
 - 4. Excavating and backfilling trenches for utilities and pits for buried utility structures.
- A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following. Unit prices for rock excavation include replacement with approved materials. For Bidding purposes, assume 20 tons of rock haul off.
 - 1. 24 inches outside of concrete forms other than at footings.
 - 2. 12 inches outside of concrete forms at footings.
 - 3. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - 4. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - 5. 6 inches beneath bottom of concrete slabs-on-grade.

6. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.
7. Visually inspected existing turf areas with exposed rock shall be excavated and hauled off site.

1.4 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the sub-base course and hot-mix asphalt paving or concrete paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices or changes in the Work.
 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, un-stratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling

force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf with extra-long reach boom; measured according to SAE J-1179.

2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp flywheel power and developing a minimum of 47,992-lbf breakout force with a general-purpose bare bucket; measured according to SAE J-732.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
 - J. Sub-base Course: Aggregate layer placed between the subgrade and base course.
 - K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below sub-base, drainage fill, drainage course, or topsoil materials.
 - L. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
 1. Controlled low-strength material, including design mixture.
 2. Warning tapes.

1.6 INFORMATIONAL SUBMITTALS

- A. Material Test Reports: For each borrow soil material proposed for fill and backfill as follows:
 1. Classification according to ASTM D 2487.
 2. Laboratory compaction curve according to ASTM D 698
- B. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

1.7 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

- B. Utility Locator Service: Notify 8-1-1 for area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Section 01 50 00 "Temporary Facilities and Controls," Section 31 10 00 "Site Clearing," are in place.
- D. Do not commence earth moving operations until plant-protection measures specified in Section 01 56 39 "Temporary Tree and Plant Protection" are in place.
- E. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and or trees.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Structural Fill:
 1. On-site Soil – Fill material shall be approved by the geotechnical engineer for use and timing of installation. General requirement is maximum nominal size of 6 inches and about 5% passing the No. 200 sieve.
 2. Imported Fine-Grained Soil – During drier weather conditions (when evaporation exceeds rainfall), fine grained soils (silts and low plastic clays) may be imported to the site and used as structural fill. All imported soil must be approved by the geotechnical engineer before it is brought to the site. For proper compaction, imported fine-grained soils must be spread in horizontal lifts a maximum of 9 inches thick and aerated to a uniform moisture content between 2 percent below and 4 percent above the optimum moisture content.
 3. Imported Granular Fill – During wet weather conditions (when rainfall exceeds evaporation), structural fill will need to be constructed using imported crushed gravel. Crushed gravel fill should consist of either 1½ - inch minus or ¾ - inch minus crushed aggregate.
 4. Structural fills should be constructed in horizontal lifts depending upon soil, see GRI's report, but in no case more than 12 inches thick before compaction. Fills shall be compacted to at least 95% of the maximum dry density as determined by ASTM 698.

- C. Sub-base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- D. Base Course: Shall be either 1"-0 or 3/4"-0 Dense Graded Aggregate in accordance with ODOT Standard Specifications Section 02630.
- E. Bedding Course: Shall be either 1"-0 or 3/4"-0 Dense Graded Aggregate in accordance with ODOT Standard Specifications Section 02630.
- F. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- G. Sand: ASTM C 33; fine aggregate.

2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 CONSTRUCTION TRAFFIC

- A. Construction should be limited to movement on granular work pads during wet conditions.
- B. Fragmental rock up to 6 inch nominal size and having less than 5% passing the No. 200 sieve is recommended for this use.

3.4 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.5 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a) 24 inches outside of concrete forms other than at footings.
 - b) 12 inches outside of concrete forms at footings.
 - c) 6 inches outside of minimum required dimensions of concrete cast against grade.
 - d) Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e) 6 inches beneath bottom of concrete slabs-on-grade.
 - f) 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

3.6 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
 - 1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Cut and protect roots according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."

3.7 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.8 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: 6 inches each side of pipe or conduit
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
- D. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and sub-grades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
3. Cut and protect roots according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."

3.9 SUB-GRADE INSPECTION

- A. Notify the Landscape Architect when excavations have reached required subgrade.
- B. If the Landscape Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle 10 cubic yard dump truck fully loaded to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 1. Completely proof-roll sub-grade in one direction. Limit vehicle speed to 3 mph.
 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Geotechnical Engineer, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices or changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Landscape Architect, without additional compensation.

3.10 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Landscape Architect.

3.11 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without

intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.12 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 1. Construction below finish grade including, where applicable, sub-drainage, damp-proofing, waterproofing, and perimeter insulation.
 2. Surveying locations of underground utilities for Record Documents.
 3. Testing and inspecting underground utilities.
 4. Removing concrete formwork.
 5. Removing trash and debris.
 6. Removing temporary shoring and bracing, and sheeting.
 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.13 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete".
- C. Trenches under Pavement: Unless noted otherwise on the plans shall be crushed rock backfill.
- D. Backfill voids with satisfactory soil while removing shoring and bracing.
- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.
- G. Install warning tape directly above utilities, 12 inches below finished grade if possible, except 6 inches below subgrade under pavements and slabs.

3.14 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.15 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate sub-grade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.16 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 9 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 - 1. Under structures, building slabs, steps, and pavements, scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 90 percent.
 - 2. Under walkways, scarify and re-compact top 6 inches below sub-grade and compact each layer of backfill or fill soil material at 90 percent.
 - 3. Under turf or unpaved areas, scarify and re-compact top 6 inches below sub-grade and compact each layer of backfill or fill soil material at 85 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.17 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines,

and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish sub-grades to required elevations within the following tolerances:
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.18 SUBSURFACE DRAINAGE

- A. Sub-drainage Pipe: Specified in Section 33 41 00 "Utility Piping."
- B. Drainage Backfill: Place and compact filter material over sub-surface drain, in width indicated, to within 12 inches of final sub-grade, in compacted layers 6 inches thick.
1. Place and compact impervious fill over drainage backfill in 6-inch-thick compacted layers to final sub-grade.

3.19 SUB-BASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place sub-base course and base course on sub-grades free of mud, frost, snow, or ice.
- B. On prepared sub-grade, place sub-base course and base course under pavements and walks as follows:
1. Shape sub-base course and base course to required crown elevations and cross-slope grades.
 2. Place sub-base course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 3. Compact sub-base course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 90 percent of maximum dry unit weight according to ASTM D 1557.

3.20 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on sub-grades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
1. Place drainage course 6 inches or less in compacted thickness in a single layer.
 2. Place drainage course that exceeds 6 inches in compacted thickness in layers of

equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

3. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
- C. Under pervious surfaces, install drain rock in accordance with the Landscape Architect's specifications or notations.

3.21 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
 2. Determine that fill material and maximum lift thickness comply with requirements.
 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.
- E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length, but no fewer than two tests.
 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
- F. When testing agency reports that sub-grades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained.

3.22 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and re-compact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.23 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Legally dispose of all waste and surplus materials.

END OF SECTION 31 20 00

SECTION 32 05 23

FINE-GRAIN PERVIOUS CONCRETE

PART 1 GENERAL

1.1 SUMMARY:

A. Site Design Requirements

1. Pervious pavements should be isolated from sediment sources by impervious structures or grade separation.
 - a. Drain adjacent impervious surfaces away from the pervious pavement to minimize sediment exposure.
 - b. If draining impervious vehicular paved surfaces onto a pervious pavement is unavoidable, install a cleanable trench drain, back up drainage, or other sediment isolating feature between impervious and pervious surfaces.
 - c. Do not use narrow strips of pervious as a trench drain.
 - d. Asphalt pavements with traffic exposure shall not be allowed to drain onto pervious because of known asphalt tailing issues that cause difficult to remove clogging issues.
2. Use "Shed Roof" pavement configuration, instead of "Valley" or Crowned pavement details. Valleys and crowns are asphalt designs that are not recommended for pervious pavements due to difficulty in construction, increased maintenance, and decrease useful life of the valley area due to sediment concentration.
3. Fine-grain pervious concrete is designed primarily for pedestrian applications. Except for residential driveway approaches, vehicular applications require increased sediment control, increased depth for structural strength, and should not be attempted without contacting Evolution Pervious Resources (manufacturer) for more complete details and limitations.

B. Sub-grade preparation

C. Installation of Pervious Concrete Pavement

1.2 Related Sections:

- A. Section 32 91 19 LANDSCAPE GRADING TOPSOIL PREP
- B. Section 31 20 00 EARTHWORK
- E. Section 01 57 13 TEMPORARY EROSION AND SEDIMENT CONTROL

1.3 REFERENCES (Use the latest revision of each reference mentioned)

- A. Annual Book of ASTM Standards, American Society for Testing and Materials (ASTM) Standards, Material References:
- B. ASTM C 29 "Test for Unit Weight and Voids in Aggregate."
- C. ASTM C 33 "Specification for Concrete Aggregates".
- D. ASTM C 94 "Specification for Ready-Mixed Concrete".
- E. ASTM C 150 "Specifications for Portland Cement" (Types I or II only).
- F. ASTM C172 "Specification for Sampling Freshly Mixed Concrete
- G. ASTM C 494 "Specification for Chemical Admixtures for Concrete."
- H. ASTM C 595 "Specifications for Blended Hydraulic Cements" (Types IP or IS only).
- I. ASTM C1688 "Standard Test for Density and Voids Content of Freshly Mixed Pervious Concrete".
- J. ASTM C1701 "Standard Test Method for Infiltration Rate of In Place Pervious Concrete".
- K. ASTM C 1692 Clean Potable Water

1.4 OTHER REFERENCES:

- A. When working within the Public Right-of-way, comply with governing Public Agency Specifications, if more restrictive than specified herein.
- B. NRMCA Pervious in Practice Design Guidelines dated 2016 or newer.
- C. NRMCA Pervious Qualified Contractors Manual 2016 or newer.
- D. Evolution Paving Resources 'Pervious Concrete Owner's Manual and Maintenance Guide' 2020 or newer.
- E. NRMCA Pervious Maintenance Guide Manual dated 2016 or newer.
- F. ACI 522-20 with multiple exceptions when using Evolution fine-grain pervious concrete.
- G. ACI 306R "Cold Weather Concreting" [With specific exceptions pertaining to pervious concrete].

1.5 SUBMITTALS

- A. Submit under provisions of Section 01330 – Submittal Procedures.
- B. Submit the following for review and approval by the design professional in time for approval and corrections if necessary.

1. Aggregate gradations, unit weight and specific gravity. Fine-Grain is defined as at least 95% passing the 3/16" fine-aggregate (sand) sieve. This is NOT a 1/4" coarse aggregate.
2. Mix design as specified in Section 2.
3. Certificates of Qualifications for Pervious Contractors per ACI 522-20 or newer.
4. Sample Test Panel for proposed mix. Sample Test Panel placed on-site will be the basis for meeting project criteria, and shall be in conformance with Section 5 Inspections, Testing, and Acceptance.
5. One (1) permeability test result from the proposed mix mockup placement: In inches per hour as determined by ASTM C 1701 or an approved equal permeability test. Also, provide conversion to permeability in inches and mm per day if requested.
6. Jointing plan, if not specified or different from the plans. Spacing shall be 10' on center or less.
7. An owner's manual for cleaning, repair, and maintenance for installed pervious pavement. Evolution Pervious or NRMCA Pervious Maintenance Guide Manuals dated 2017 or newer.
8. One-Year Limited Warranty for installed pervious pavement.

1.6 QUALITY ASSURANCE

- A. Perform work in this section in accordance with qualifications for consultants, concrete suppliers, installation contractor and testing companies shown in 1.6 below unless otherwise authorized by the design professional of record.
- B. Be advised, this document is based on ACI 522.1-20, "Specifications for Pervious Concrete Pavements".
- C. Advancements in pervious pavement site designs, mix designs and the evolution of pervious new installation techniques, and tools are included in this "2021 Specification. Some tools and practices have from older pervious specifications have been eliminated due to poor performance. Fine-Grain pervious mixes differ from coarse grain-mixes so if this specification conflicts with ACI 522.20, this specification takes precedence.
- D. Follow recommendations of ACI 306R [Except sections within 306R related to Heated Water, Slump, Compressive Strength, Walls, Maturity meters, Cement content, and Accelerators do not apply to pervious concrete] when concreting during cold weather.

1.7 QUALIFICATIONS: CONSULTANTS, INSTALLERS, PRODUCT SUPPLIERS

- A. Qualifications for Approved Pervious Consultants:

Must hold a certification from NRMCA, CPG, or NPCPA "Pervious Craftsman Certificate" and show references for pervious job supervision and be approved by design professional of record.

- B. Qualifications for Pervious Contractors.

The Pervious contractor must have one of the following qualified personnel options on site for all preconstruction meetings, mockup installations and during all pervious placements.

1. One currently Certified Pervious Craftsman with experience placing fine-grain pervious.

2. Or three currently Certified Pervious “Installers with experience installing fine-grain pervious.
3. If the pervious installer does not employ qualified certified personnel, at their expense, they may hire a qualified Pervious Craftsman with fine-grain experience to be present during all placements & required preconstruction meetings and mockup pours.

C. Pervious Concrete Supplier

1. The pervious concrete supplier must be authorized in writing or have a manufacturer representative on site for all preconstruction meetings, and at the beginning of each day’s pour to inspect and confirm the pervious mix is the specified mix approved for the project.

1.8 PROJECT CONDITIONS

A. Protection of Existing Improvements.

1. Protect adjacent work from splashing of paving materials. Remove all stains from exposed surfaces of paving, structures, and grounds. Remove all waste and spillage.
2. Do not damage or disturb existing improvements or vegetation. Provide suitable protection where required before starting work and maintain protection throughout the course of the work.
3. Restore damaged improvements, including existing paving on or adjacent to the site that has been damaged because of construction work, to their original condition or repair as directed to the satisfaction of the design professional of record.
4. Contractor shall document the site with photos or video prior to starting any work. Copies of the photos and/or video shall be provided to the engineer and owner prior to starting work.

B. Safety and Traffic Control:

1. Notify and cooperate with local authorities and other organizations having jurisdiction when construction work will interfere with existing roads and traffic.
2. Provide temporary barriers, signs, warning lights, flagmen, and other protections as required to assure the safety of persons and vehicles around the construction area and to organize the smooth flow of traffic.

C. Weather Limitations:

1. The standard installation temperature range for pervious concrete is between 40°F and 80°F. Lower or warmer temperatures are allowable if the contractor provides written details what will be done to prevent damage caused by installing in warmer or colder conditions and the design professional of record signs off on these alternate mix or placement adjustments.
2. Do not place pervious concrete pavement when the wind, heat or humidity does not allow enough time to place, properly joint, compact, edge, finish and cure before the surface dries and is no longer workable without damaging the surface.
3. Do not place fine-grain pervious in the rain, unless the fresh mix can be completely isolated from rain during placement, finishing and curing.

1.9 CHANGES TO THIS SPECIFICATION PROHIBITED WITHOUT AUTHORIZATION

Changes that cut or paste from other pervious specifications or from standard concrete specification requirements, such as tooling, timing, testing, installer qualifications are strictly prohibited without written comments from an NRMCA Pervious Craftsman familiar with fine-grain pervious concrete.

PART 2 PRODUCTS

2.1 CONCRETE MIX DESIGN

A. Contractor shall furnish to the design professional of record a fine-grain mix design for approval prior to the sample pour being placed. The mix design shall include:

- 1 Mix identification name or number.
- 2 Cementitious materials by amount and type.
- 3 Water cement ratio.
- 4 Aggregate void content as determined by ASTM C29.
- 5 Admixtures used.
- 6 Unit weight of the mix as determined in accordance with ASTM C1688.
- 7 Target finished voids (by percent) of the pervious mix as determined by ASTM C1688.
- 8 Integral color, if used, shall include brand, color, and dosage rate.

2.2 MATERIALS

A. Pervious Concrete:

1. Cement: Type 1-2 Portland cements used locally to produce standard concrete are acceptable with engineer's approval.
2. Slag at 30% maximum, or Fly Ash Type C, or F at 20% maximum replacement for Portland Cement is allowed. Be aware the use of Fly Ash or Slag can significantly retard set time in temperatures below 50° F.
3. Aggregate:
 - a. Aggregate must have a specific gravity of 2.60 or higher unless authorized by manufacturer.
 - b. All aggregate approved for use in pervious concrete must be washed rock, free of coatings or other contaminants, unless otherwise approved by the design professional of record.
 - c. The fine-grain aggregate specified is a washed, fine crushed aggregate (specifically graded manufactured sand).
 1. The gradation must have at least 95% passing 3/16" sand sieve and 16% or less passing the #30 sand sieve, unless otherwise approved by the manufacturer and permeability minimums are met.
 2. Aggregate containing a minimum void content of 40%, as determined by ASTM C29, is preferred. If the coarse sand exceeds 43% voids, standard ASTM C 33 concrete sand may be blended with the coarse sand to reduce voids.
 - d. Alternate void content is allowable if the supplier can demonstrate the mix design proposed allows at least a .34 water cement ratio, 15% to 25% mix voids, and still meet permeability requirements.
4. Admixtures.

- a. Internal curing required. Use HydroMax® Internal curing admixture. "Internal Curing" is defined as water held in suspension within the mix via super absorbent polymers. Use of saturated lightweight sand is prohibited.
- b. Use of Hydration set extending/stabilizing admixtures like BASF MasterSet/Delvo® or approved equal is required to extend the delivery and unloading time limit in accordance to manufacturers recommendation of set delay. Set extending admixtures may be used to extended delivery and discharge time longer than 120 minutes if used as prescribed by manufacturers dosage charts. This is a change in 522-20 that used to limit time to 60 minutes 120 minutes with set extending admixtures.
- c. All admixtures shall be used per manufacturer's recommendations.
- d. Retarders are not an approved equal.
- 5. Water: Clean potable water shall be used per ASTM C 1602.
- 6. Proportions
- a. Total cementitious material of fine-grain pervious shall not be less than 550 lbs. per CY unless otherwise approved by the manufacturer and the engineer.
- b. Slag cement and Fly ash are not recommended but are allowed.
- c. The volume of aggregate, cement, water, and admixture per cubic yard calculated as a function of the unit weight as determined by ASTM C1688 Standard Test for Density and Voids Content of Freshly Mixed Pervious Concrete and must be adjusted to result in a yield of 27 cubic feet per cubic yard
 - d. The unit weight per CY of the concrete shall be +/- 5 lbs. of the design unit weight.
- e. The water/cement ratio shall be such that the cement paste displays a wet metallic sheen when floated with a magnesium hand float without causing the paste to flow from the aggregate or seal the surface. After accounting for free water on the aggregates, the water cement ratio required should be at least .34 and may be has high as .41.
- f. Voids in the mix must be adjusted if necessary, to maintain voids between 15% and 25% as tested by ASTM C1688. Ideal void content: 20% +/- 5%.

2.3 TRANSPORTATION & BATCHING METHODS:

A. Standard Ready-Mix Concrete Trucks

- 1. All mix trucks shall rinse and flush the barrel prior to loading regardless if the last load hauled was pervious.
- 2. Hot water [defined as temperatures more than the water temperature coming out of a well or municipal source] is not to be used in the mix or in the side tanks on the mixers, unless the supplier and installer can demonstrate the mix does not set up too fast to properly place, strike off, finish and cure before the wet metallic sheen on the rocks is lost.
- 3. Trucks that have difficulty discharging dry mixes shall not be used to deliver pervious concrete.
- 4. Pervious concrete delivered via ready mix truck must be treated with hydration stabilizing admixture to allow for minimum of two hours of working time after loading. This time may be extended for a longer time if treated with MasterSet/Delvo hydration stabilization according to the manufacturer's recommendations.

5. All fine-aggregate and cement shall be batched into the truck (even if multiple batches are required) before adding any water or admixtures. Failure to follow this requirement will result in excessive balling of the mix during discharge.
6. After loading:
 1. Each load shall be visually inspected for conformity to specifications.
 2. Water adjustments at the plant are preferred to onsite adjustments, however.
 - a. Until properly trained, drivers should not make water adjustments without certified fine-grain assistance.
 - b. Water may be added at the jobsite to obtain the specified mix consistency. Water adjustments at the jobsite shall be approved by the certified pervious concrete installer.
 3. Loads that cannot be adjusted on-site to meet allowed unit weight range specified shall be rejected.
 4. Concrete shall be deposited as close to its final position as practicable such that fresh concrete enters the mass of previously placed concrete.
 5. Minimize the practice of discharging onto sub-grade and pulling or shoveling to final placement.
- B. Volumetric (Truck Mounted Mobile Mixers), are commonly used for delivery and mixing fine-grain pervious concrete. Volumetric suppliers are required to check and adjust material calibrations unless they have successfully mixed fine-grain within the last 6-months. The certified pervious installer must approve water adjustments during placement to maintain the mix water within specified tolerances.

PART 3 INSTALLATION OF BASE AGGREGATE AND PERVIOUS CONCRETE

3.1 INSTALLATION

A. Notification Requirements:

1. The design professional of record shall be notified forty-eight (48) business hours in advance of sub-grade preparation, recharge bed installation, and all pervious concrete pours (including ample time for travel to reach the site) to inspect or send a representative to inspect sub-grade preparation, recharge bed installation, and all pervious concrete pours.
2. A pre-paving conference shall be scheduled held prior to installation of the sample panel. Two weeks' notice preferred but shorter notice allowed if approved by the design professional of record. The following individuals are required to attend:
 - a. Concrete Supplier:
 - b. Certified pervious concrete contractor. If not certified, the contractor's hired Craftsman must be there either physically or via live video link.
 - c. Site work contractor.
 - d. Project Manager.
 - e. Design Professional of Record or authorized representative of design professional

of record.

B. Pervious Base Aggregate: Specification, Installation and Review of Installed Base

1. Base Aggregate Specifications

Base material is used under pervious concrete for water storage, it shall be composed of uniform sized aggregate. The aggregate should have at least 40% voids unless otherwise specified by civil or geotechnical contract documents. Use of local aggregates that provide 40% voids are allowable and should be approved by the engineer. Crushed rock is required if delivery trucks will be driving on the base. Mix trucks can drive on the base rock. If soft spots are observed, remove the soft spot prior to placement.

2. Before placement of the pervious concrete begins, the pervious concrete contractor shall inspect the in-place aggregate base for compliance to the plans and specifications with written approval of the design professional of record, as follows:

- a. If required, a nonwoven filter fabric, Marifi™ 140 or approved equivalent, must be properly secured as recommended by fabric manufacturer.
- b. When the pervious concrete abuts a building face or interfaces with asphaltic concrete pavement, an impervious barrier shall be installed to prevent water from seeping from the re-charge bed into adjacent base materials or structures. Approved barriers may include.

1. An impermeable pond liner properly installed to prevent flow from the aggregate base.
2. Flush curbs placed onto impermeable soil or used in conjunction with a waterproof liner.
3. Any barrier chosen by the design professional of record to isolate the adjacent structure.
 - c. The base must be compacted to an acceptable level as approved by the design professional of record.
 - d. Test the base aggregate for permeability after compaction. If not permeable, remove and replace the base rock unless authorized otherwise by the project professional of record.
 - e. Base rock temperature and moisture control.

Two to twelve hours prior to placing concrete, and immediately prior to the pour, the re-charge bed shall be soaked with water as needed to minimize effect of dry or hot aggregate from drawing moisture out of the plastic concrete. The design professional of record may waive this requirement in wet conditions.

- f. Contractor to review all other elements of the design (i.e. conduits, drainage pipe(s), utilities, irrigation sleeves, etc.) on plans to determine placement of all elements prior to placing concrete.
- g. All joints are to be clearly marked on the forms or base rock prior to placement. Radius joints between forms shall be painted on the base rock before placement begins.
 1. Contractor must follow the “jointing plan” as per the plans unless approved in writing by the design professional of record.
 2. Joints should not exceed ten (10) feet in either direction on pavements with vehicle traffic.
 3. Panel dimensions shall not exceed 125% of square.

C. Pervious Concrete Placing Equipment:

1. Powered spinning-tube, "Roller" Screeds are recommended for placing pervious.
2. Placement using vibrating truss screeds is not allowed for fine-grain pervious use.
3. A hand operated straight edge may be used to place the pervious concrete if roller screeding is not practical due to access or other practical obstacles.
4. A slipform paver may be used to place fine-grain pervious concrete approved by the design professional of record.

D. Approved Hand Tools:

1. A "Riser Strip" (shim) may be required during screeding. This is required if the elevation after "cross rolling," is below the specified finished elevation.
2. An approved pervious concrete "Cross" roller such Lura™ or Bunyan® brand or approved equal capable of applying a minimum weight of 30 Lbs./LF. Defined as roughly 30" wide, weighing 60-78 pounds, with clip on handles and tapered ends.
3. "Static" rollers are no longer recommended. Defined as a steel pipe that spans the full width of the pavement bay and fitted with handles on both ends. These weighed 30 to 40 pounds per lineal foot and were very difficult to work with.
4. Use of asphalt rollers or plate compactors are not allowed, unless they can be demonstrated not to seal the surface, they prevent raveling and do not result in uneven surfaces. Use of such tools must be approved in writing by the design professional of record.
5. A weighted steel "Fresno" or Magnesium float or other tools may be used to remove roller marks and improve the appearance of the pavement surface provided it does not seal the surface or reduce permeability below acceptable rates of infiltration.
6. Hand floats and other tools typical to concrete finishing may be used but only if they do not seal the surface, reduce permeability below acceptable infiltration rates or result in a slippery surface texture.
7. Powered trowels, fitted with a pan, are not allowed.
8. Tightly tool all edges with walking edgers or hand edgers with a minimum ½" radius.
9. "Pizza Cutter" Roller Style Deep Groovers are not recommended but allowable if the cut is touched up with a steel "butterfly" style groover that leaves a tight radius edge with no tearing or gaps.

E. Placing, Compaction, Jointing and Finishing Process

1. Pervious materials shall be placed as on the ground as close as possible to its final location. Avoid piling and dragging into place when possible.
2. Except when compacting edges, minimize walking on mixture prior to screeding, described in E.3.
3. Immediately after placement, before screeding, workmen shall compact the edges within four (4) inches of the edge by stepping on fresh pervious. Avoid contaminating the surface with dirty boots. If dirt is transferred to the compacted edge, remove the contaminated mix from the grade.
4. If necessary, strike off the surface slightly high using a "riser strip" to compensate for compaction to final grade.
5. If a riser is used, compact to final grade using an approved pervious cross roller or power pan float immediately after striking off surface.

6. While saw cutting contraction joints are now preferred, if wet cuts are used, they must be installed immediately after compaction. Time is of essence. Jointing without delay aids in the ease of installation and the durability of the tooled edge.
 - a. If a “pizza cutter” deep groover is used, the deep groove shall be cut in one direction only.
 - b. If ragged edges or surface tears are created while using the pizza cutter, immediately touch up these edges with steel radiused, “butterfly, torpedo or other steel groover designed to leave the tooled pervious edge tightly compacted and free of ragged or torn appearances. Avoid the use of wood or aluminum tools unless you can demonstrate the ability to do so without tearing the edge.
7. All edges and cold joints must be edged unless otherwise specified. A tooled radius edge is also required next to curbs.
8. Spraying a mist of hydration stabilizers like BASF Confilm™ or approved equal on the surface and on tooled radius edges can help tighten torn surfaces. Do not dilute the paste!
9. After cross rolling the surface, a weighted Fresno or other finishing tool as needed may be used to remove roller marks (if any) and to touch up the surface. Demonstration of all final finishing tools should be included in the mockup placement for owner approval.
10. Avoid over-finishing of the surface to protect surface permeability. If material needs to be added or removed, make changes immediately and re-screed, recompact and refinish as needed.
11. Cold joints should be avoided.
 - a. If a delay occurs long enough the concrete is no longer workable, (metallic sheen lost), install a header and create a transverse construction joint, compact the tool the edge.
 - b. If the mix is cut back to a scheduled joint, excess concrete must be removed to allow at least three (3) inches of fresh mix on the surface. Use a straight edge and edging tool to make a tooled radius edge at the new joint.
 - c. During short delays, cover the pavement, including the face of the new edge, with plastic until fresh concrete arrives.
 - d. Use of a surface stabilizing agent like “BASF Confilm™ or approved equal, is encouraged during delays. Stabilizers may be reapplied if the paste is not diluted or damaged.
12. Sawed joints: (Recommended).
 - a. Are the preferred jointing method to reduce joint raveling. Saw cutting should begin as soon as the pavement has hardened sufficiently to prevent raveling and uncontrolled cracking.
 - b. A delay in saw cutting fresh pervious may be allowed up to seven days if the pavement is placed or wet cut in sections 20 feet by 40 feet on center or smaller.
 - c. If curing plastic is used for surface curing, and it is removed for cutting before the seven days curing time is complete, soak the surface of the pavement after cutting and before replacing the plastic to complete the curing time.
 - d. Dust created by dry cut pavements should be removed within a few feet behind cutting. Failure to remove dust quickly can lead to clogged voids and stain the surface.
 - e. Slurry created by wet cutting must be immediately and thoroughly flushed or vacuumed from the surface before the water in the slurry drains out.

F. Curing Materials and Procedures

1. Surface curing pervious pavements is always required, even when internal curing methods are used!
2. Time between placement and curing has been updated in 522-20. The new requirement says curing must start 10 minutes or less after placement unless admixtures or other methods are used to extend the finishing time. Approved admixtures for extending time are BASF MasterSet Delvo and WRG (formerly Grace Chemicals) Recover. HydroMax internal cure admixture. Retarders are specifically prohibited for use in fine-grain pervious concrete.
3. This fine-grain specification requires HydroMax internal curing admixture or approved equal and MasterSet/Delvo or approved equal, set extending hydration stabilization. Using these two admixtures allow installers up to 15-minutes or 20-feet of finishing (whichever comes first) to complete all compaction, finishing and jointing before applying curing plastic or spray placement.
 - a. In hot, dry, or windy conditions, curing must be applied sooner than 15 minutes or 20-feet.
 - b. Securely anchor the edges of the plastic to protect from the wind. Do what is necessary to prevent the plastic from “billowing” in the wind for during the 7-day cure time.
 - c. If the wet metallic sheen on the mix cannot be maintained long enough to complete all compaction, finishing, and curing, placing should be suspended until conditions improve.
4. Curing options for internally cured mixes. Internally cured pervious mixes may use other curing options if those options successfully protect the surface from raveling.
 - a. Covering the surface and all unprotected edges with 1 to 6 mil polyethylene plastic sheeting for 7 days is approved.
 - b. Covering with 1 mil plastic topped with 6 mil plastic for 24 hours, then spraying curing compounds on the surface and removing the plastic sheeting may be used as an alternative to plastic curing for 7 days.
 - i. Evaporative spray cure like Meadows 1100 or approved equal, must be applied per manufacturers recommendation immediately after plastic is removed.
 - ii. The contractor must be able to demonstrate that the curing compound and timing used to apply the cure is adequate to prevent surface raveling within the first year after opening to traffic.
 - iii. If the surface raveling the installer must remove and replace the raveled areas.
 - iv. Minor raveling of a few random stones does not qualify for removal or replacement.
5. If plastic sheeting is used, black or white (opaque) sheeting is preferred over clear. If possible, maintain the same plastic color throughout the project.
6. The sheeting shall overlap all exposed edges at least fifteen inches and shall be secured; without using dirt or stones smaller than the aggregate in the mix, to securely anchor the plastic for all weather conditions.
7. Sheeting with unrepaired holes or rips will not be allowed.

8. A fog or light mist may be sprayed using CONFILM™ or approved equivalent (surface hydration-stabilizing agent). Apply with a pressure sprayer above the surface as needed during high temperature, high wind, and low humidity. Do not allow so heavy the paste is diluted.
9. Protection from Salts and Deicers.
 - a. Use of salt or other deicing chemicals on pervious concrete is not recommended. This especially true during the first one year after installation is prohibited. But since this prohibition is routinely ignored, at this time, the following practices have helped minimize damage:
 - i. For additional protection from chemical damage, ensure mix is adequately hydrated. Water cement ratio must be at least .35.
 - ii. Application of penetrating concrete sealers after the initial set has occurred and annual reapplication may provide protection from deicing chemicals.
 - b. In cold zones where salt and deicing chemicals are heavily used, pavement damage can be severe. Instead of chemicals the use of snow blowers to remove snow.
 - c. Using ¼"-10 crushed asphalt aggregates for traction control is also a recommended alternative to salt or deicers. This information must be provided to owner.
 - d. No warranty is offered from salt or deicer damage.

G. Cure Time:

1. Curing times shown are based on temperatures remaining at or above 55°F for the duration of the listed curing time. At temperatures below 55°F, curing time must be extended before opening to traffic. The amount of added time to be determined by the design professional of record. In very cold regions the curing time extension can be very long if temperature remains low.
2. HydroMax® treated mixes may shorten the time sheet plastic is required, but the shortened surface curing time does not shorten the cure time required before opening to traffic.
3. Foot traffic allowed in 24 hours. Passenger car traffic can be allowed after seven days.
4. Truck traffic (HS-20) loaded or un-loaded shall be not be allowed for at least ten days.

PART 4 PROTECTION, REPAIRS, MAINTENANCE/CLEANING

4.1 Pavement Protection: During Construction/Before Acceptance

- A. The general contractor must inform all trades; especially landscapers, not to dump fine materials such as dirt or bark on the pervious concrete.
 - 1 The general contractor must protect the pavement from other trades who use the pavement for staging, storage, or other reasons.
 - 2 Protect the pavement surface from abrasion, discoloration, or sediments by covering with a geotechnical fabric. This fabric must be properly anchored and maintained in place starting when the curing plastic is removed and remaining until completion of any construction or landscaping activity that may expose the pavement to hazards.
 - 3 It is the general contractor's responsibility to remove and pay for replacement costs of surface damage for causes out of the control of the installer.
- B. At the completion of the job, loose construction "crumbs" left on the surface of the pavement shall be flushed off the surface of the pavement just prior to substantial completion by the general contractor unless otherwise specified within the contract.

- 1 A water hose to flush the loose material, using a high volume, low pressure water flow, is the preferred way to clean the pavement.
 - 2 Remove loose material on the pavement surface before painting lines or other symbols on the pavement.
- C. The general contractor shall be responsible to clean, repair and touch-up, or replace when directed, pavement which has been soiled, discolored, or damaged by other trades prior to substantial completion.

4.2 Repairs

- A. Remove and replace pavement sections that fail to meet standards established and approved by the owner. Unless otherwise authorized by design professional of record, remove the entire section at no expense to the owner at the nearest joint.
- B. Patching small areas may be allowed if the installer uses the exact mix design with the same ingredients and cement supplier and can demonstrate the patch will match the appearance and performance of the existing pavement after the replacement pavement has cured. Minor color differences are to be expected and are not a basis for rejecting patching.
- C. If the pavement has been clogged with construction debris or other sediment, clean the pavement and retest. If the pavement is slow draining because of improper mix design or installation techniques, remove and replace the section of pavement that is not compliant with the specifications to the nearest joint.
- D. Milling and replacing the surface of clogged or raveling surfaces is allowed instead of full depth removal and replacement if approved by the owner.
- a. Overlaying pervious concrete is an advanced technique. Do not attempt unless under supervision of someone experienced in this repair method. Recommend contacting Scott Erickson Evolution Pervious Resources to determine if the practice is recommended.
 - b. Overlay sample pour required.
 - c. Base mix must be thoroughly cleaned and nearly dry before placing overlay layer. Pre-wetting just prior to placement will result in delamination.
 - d. Thin overlays require joints (sawn or wet cut) 2 x thickness (in feet). Example: A 2" overlay requires jointing at 4 feet on center or less.
 - e. Fiber recommended in overlays is recommended at least 1.5 pounds per yard.

4.3 Maintenance /Cleaning After Construction and Acceptance of Work.

The owner is responsible for all Maintenance after construction and project work acceptance. The contractor must supply the owner with a copy of, "Evolution Pervious Paving Resources 'Pervious Concrete Owner's Manual and Maintenance Guide 2020 or newer" or the NRMCA Pervious Maintenance Manual dated 2016 or newer.

PART 5 INSPECTIONS, TESTING, ACCEPTANCE:

5.1 Mockup and Inspections

The design professional of record shall approve a site cast sample mockup of the specified pavement before paving begins. The following criteria for the sample shall be used:

1. At a location approved by the contracting agency contractor shall construct a sample on site using the same design requirements required for the substantial portion of the project.
 - i. The sample test panel should be a minimum of 225 square feet and should be installed using the same tools and qualified personnel required for project installation.
 - ii. The fresh concrete used in the test panel shall be tested for voids and unit weight as per ASTM C1688 and permeability ASTM C1701 or approved equal.
 - iii. If the sample panel is accepted, it may remain in place as part of the finished pavement.
 - iv. Repeat placing additional mockups as needed until a mockup meets specifications and is approved by the owner.
 - v. The surface appearance of the sample must be approved for texture, finish and should have minimal surface tearing or raveling. The finished product must match the approved sample.
2. Accepted sample panels, in like new condition, may be used in the contract work.
3. Thickness. No measured sample may be less than 3/8" of specified thickness.

5.2 Testing:

- A. If testing is specified, it shall be completed by an accredited laboratory who has experience using ASTM C 1688 and ASTM C 1701 or as approved by the design professional. All tests must be completed in accordance with the referenced standards as outlined in 1.3. If this level of experience is not available, the contractor shall hire an NRMCA Pervious Craftsman with experience using ASTM C 1688 or C 1701 to supervise the testing lab in testing.
- B. Fresh Pervious Concrete:
 1. A unit weight test using ASTM C 1688 shall be taken from the first load of the project to verify the mix design used is accurate. At the discretion of the design professional of record additional tests for each day's placement of pervious concrete in accordance with ASTM C 1688 to verify unit weight may be conducted.
 2. Any time the unit weight is found to be more than +/- 5-pounds from the approved mix weight, the installer and supplier shall be notified immediately, and the pour shall be suspended until the mix is corrected and further testing confirms the mix now complies with specified tolerances.
 3. Compressive strength testing shall not be used for acceptance or rejection of the pervious pavement since no ASTM or ACI approved compressive test has been adopted. If the pavement meets permeability requirements and does not ravel it shall be accepted.
- C. Hardened Pervious Concrete
 1. Permeability shall be tested using ASTM C 1701 or an approved equal.
 - a. Must be tested on clean, level pervious pavement upon removal of the curing plastic and accepted before opening the pavement to traffic.

- b. Permeability of fine-grain pervious shall be tested at least 60 inches per hour within 21 days of placement. Typically, fine-grain pervious permeability ranges between 200 and 400 inches per hour exceeds 100 inches per hour but the lower (60) inches per hour is allowed even though it is lower than 522-20 standards. This lower permeability rate is allowed based on sitework design requirements described in 1.1 A. which limit sediment exposure to this fine-grain pervious pavement.
 - c. If less than six (6) inches of open graded base rock is used under the pavement the permeability rate will not be valid and the permeability rate shall not be used for criteria for acceptance or rejection of the pavement.
 - d. An approved equal to ASTM 1701 permeability testing.
Evolution Pervious abbreviated permeability test is approved for initial permeability testing. If permeability using the abbreviated method are accepted by the professional of record, ASTM 1701 is not required.
 - e. The design professional of record is authorized to determine permeability on slopes.
2. Core Testing
- a. Core testing fine-grain pervious is not allowed for any reason other than thickness confirmation. Coring fine-grain mixes is extremely difficult without damage to the core therefore cores shall not be used for acceptance or rejection of the product.
 - b. The average of all cores shall not be less than the specified thickness with any individual core being more than 3/8" inch less than the specified thickness.

5.3 Acceptance.

Completed work that meets the standards approved in the sample panel shall be approved.

END OF SECTION

SECTION 32 84 00

IRRIGATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. The Contractor shall furnish all labor, supervision, and materials to install a complete irrigation system as described by and implied in the Contract Documents.
 - 2. The Contractor shall repair any settling of backfilled trenches that may occur during the guarantee period, and completely restore and repair all plantings, lawn, paving, and other site improvements disturbed by this construction.
- B. Coordinate work with installation of other site work.

1.2 SUBMITTALS

- A. The Contractor shall make all submittals in accordance with Section 01330 – Submittal Procedures.
- B. Product Submittals:
 - 1. Products used shall not deviate from those indicated on Contract Drawings, specified herein or approved through the substitution request process. Product submittals are required for all irrigation items.
- C. Quality Assurance Submittals:
 - 1. Submit copies of manufacturer's installation instructions for irrigation equipment.
 - 2. Submit documentation that the installer is a licensed and bonded landscape or irrigation contracting firm that specializes in and has experience in the successful installation of similar systems that include installation of centralized irrigation systems.
- D. Contract Closeout Submittals:
 - 1. The Contractor shall submit PDF format Record Drawings and shall include all approved variations or changes, indicating all sleeve, main line, lateral line, valve, wire runs, irrigation head, and other irrigation component locations to be located by field dimensions to the nearest permanent landmark, as approved by the Owner's Representative.
 - 2. The Contractor shall submit a letter of certification from the controller system manufacturer's representative stating that the controller system has been installed correctly.

1.3 SITE CONDITIONS

- A. Weather Requirements:

1. Do not solvent weld polyvinyl chloride pipe (PVC) when ambient temperature is below 40° F and falling.
 2. Do not solvent weld polyvinyl chloride pipe in wet conditions, without adequate cover.
- B. Schedule for Installing Pipe Sleeves, Conduits and Sprinkler Heads:
1. Coordinate with other trades as required to schedule installation of pipe sleeves and conduits below paving and walks prior to installation of paving and walks.
 2. Schedule installation of sprinkler heads after final grading.
- C. Trenching and Installation of irrigation components in Tree Protection Zones:
1. Trenching and installation of irrigation components in Tree Protection Zones shall comply with the requirements of Section 01 5639 – Tree Protection

1.4 DAMAGES

- A. Any structures or facilities damaged by work on this project shall be restored to equal or better than original condition at the Contractor's expense and to the satisfaction of the Owner's Representative.
- B. The Contractor shall be responsible for all damage caused by leaks or breaks in the equipment and materials furnished or installed in this contract for 1 year after the date of final acceptance.

1.5 EXISTING UTILITIES

- A. The Contractor shall verify, locate, and identify, with visible marking, all existing underground utilities in the areas of work and maintain such markings until all work in those areas is complete. If utilities are to remain in place, the Contractor shall provide adequate means of protection during excavation operations.
- B. Should uncharted piping or other utilities be encountered during the execution of the work, the Contractor shall notify the Owner's Representative immediately and consult with the utility owner for instructions before proceeding with the work.
- C. The Contractor shall cooperate with the Owner and public or private utility companies in keeping their respective services and facilities in operation. If it becomes necessary to temporarily interrupt existing services or facilities, the Contractor must provide temporary utility services to the satisfaction of the Owner's Representative.

1.6 PERMITS AND REGULATIONS

- A. The Contractor shall obtain all necessary permits and inspections as applicable and required for the project. All work detailed and specified herein shall be accomplished in strict accordance with the applicable local, state, and federal codes and regulations.

1.7 RECORD DRAWINGS

- A. The Contractor shall maintain a current record of all pipe, wire, and equipment placement, and shall record all variations or changes approved by the Owner's Representative. Changes in layout of proposed work shall be recorded on the Record Drawing Set in blue pencil or ink. Additions to the proposed scope of work shall be

recorded on the Record Drawing Set in green pencil or ink. Deletions either in the proposed scope of work or by a change in layout shall be recorded on the Record Drawing Set in red pencil or ink.

- B. Record Drawings must be submitted to the Owner's Representative for review and approval on a weekly basis.

1.8 SUBSTITUTIONS

- A. Submit Substitution Requests prior to bid date in accordance with Division 1 Section "Product Requirements".
- B. If materials other than those specified in the Contract Documents are proposed, the Owner's Representative shall determine whether such materials or methods are a suitable or equal substitute. The irrigation system described in the Contract Documents is based on specific GPM output, static and operating pressures. Approved substitutions may require partial or complete redesign of the system at the Contractor's expense. The Owner's Representative's decision will be final.

1.9 WARRANTIES

- A. Manufacturer's Warranty: Provide equipment manufacturer's standard warranty for control valves, and heads.
- B. Installer's Guarantee:
 - 1. Provide installer's 1-year guarantee for entire system to the Owner's Representative at the time of final acceptance, showing the date of completion, which shall be the beginning of the guarantee period.
 - 2. Guarantee shall include repair of trench backfill that settles more than ½" or of plantings, paving, and walk materials damaged by settlement of trench backfill soils during the guarantee period.

PART 2 PRODUCTS

2.1 PIPE

- A. All main line PVC (Polyvinyl Chloride Plastic) pipe shall be PVC 1220, Type 1, normal impact, I.P.S., N.S.F. approved and shall conform to ASTM D1784-69, ASTM D1785, and PS22-70. All main line pipe size 3" and smaller shall be Schedule 40 PVC. All main line pipe size 4" and larger shall be Class 315 PVC.
- B. All PVC lateral line pipe shall be Schedule 40 PVC pipe and shall conform to ASTM D1784-69, ASTM D1785, and PS22-70. All PVC pipe shall be new, defect free, and continuously and permanently marked with the manufacturer's name or trademark, size, schedule and type of pipe. Minimum pipe size shall be 3/4-inch.

2.2 PIPE FITTINGS and unions

- A. All PVC fittings shall be PVC 1220, Schedule 40, type 1, normal impact, I.P.S., N.S.F. approved and meeting the requirements of ASTM D-2466.
- B. All PVC nipples shall be standard weight Schedule 80, with molded threads.
- C. All PVC fittings for electrical conduits shall be sweep fittings.
- E. Unions shall be Spears 897 series grey Schedule 80 PVC, line size.

2.3 PVC CLEANER AND PRIMER

- A. "Weld-On P-75". All equals for "Weld-On P-75" shall meet the requirements of ASTM F-656.

2.4 PVC SOLVENT CEMENT

- A. In all circumstances use "Weld-On 725". All equals for "Weld-On 725" shall meet N.S.F. approval for Type I and II PVC through 3" and meeting requirements of ASTM D-2564.

2.5 PVC SLEEVES AND CONDUITS

- A. All sleeves for irrigation main and lateral lines shall be Schedule 40 PVC and shall be sized as detailed.
- B. All electrical conduit for control wires shall be Schedule 40 PVC, gray in color.

2.6 BACKFLOW DEVICE

- A. See Civil Drawings.

2.7 IRRIGATION HEADS

- A. As shown on Drawings.

2.8 AUTOMATIC CONTROL VALVES

- A. Automatic Control Valves: For spray zones: Hunter ICV-FS automatic remote control valves where indicated. Size as shown on drawings. See plumbing for installation details. For drip zones: See Drip Irrigation, below.
- B. Master Valve: Bermad 700 Series
- C. Flow Sensor: Badger Meter Data Industrial 100P-IR Series.

2.9 MANUAL VALVES

- A. Quick-Coupling Valves: Hunter HQ-44-LRC quick-coupling valves with locking cover. Provide 2 keys and swivels.
- B. Isolation Valves: Nibco T-113 Bronze Gate Valves, line size.
- C. Gate Valves: OS&Y, Rising Stem, Resilient-Seated Gate Valves:
 - 1. Standard: AWWA c515, pressure rating 250 psig min. Body material – ductile iron w/ bronze trim. End connections – flanged.

2.10 VALVE BOXES AND VALVE BOX COVERS

- A. Valve Boxes Control Valves: Highline 12-inch standard, Model 071497, with 6-inch extensions as needed to facilitate required installation.
- B. Valve Boxes for Quick Coupling and Isolation Valves: Highline 10" diameter, with 6-inch extensions as needed to facilitate required installation.

2.11 VAULT FOR BACKFLOW PREVENTION DEVICE

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Oldcastle Infrastructure Vaults:
 - a. Up to 56 inches interior length: 25-TA communications vault.
 - b. Up to 66 inches interior length: 55-LA or 644-LA electrical vaults

2.12 SWING JOINT ASSEMBLIES

- A. Polyethylene Pipe Swing Joint Assemblies: Where “poly-pipe” swing joint assemblies are detailed on plans and in details the “poly-pipe” shall be flexible black tubing constructed of virgin linear low density polyethylene material. The tubing shall have a wall thickness of 0.090-inch (+/- 0.010-inch). It shall have an inside diameter of 0.490-inch (+/- 0.010-inch) for use with ‘spiral barb’ fittings without the necessity of glue or clamps. The model number and logo of the manufacturer shall be printed at no less than 12-inch intervals along the length of the pipe. Each section of pipe used shall be capable of pressure testing at the rate of 100 lbs./sq.in. to a minimum burst pressure of 475 lbs./sq.in.. All pipe must have an operating pressure rating of 80 lbs./sq.in. at 110 degrees F.
- B. Spiral Barb Fittings for Polyethylene Swing Joint Assemblies: All fittings shall be constructed specifically for use in constructing “poly-pipe” swing assemblies. The fittings shall have a maximum operating water pressure of 80 lbs./sq.in.. All fittings shall be constructed of UV resistant, thermoplastic material and be so designed to permit twist-in insertion eliminating the need for glue or clamps.
- C. Triple swing joints:
 - 1. For quick coupling valves, all threaded nipples to be Sch. 80 PVC and all threaded fittings shall be 40 PVC.

2.13 CONTROLLER AND CONTROLLER ACCESSORIES

- A. Controller: Hunter ICC2-C outdoor controller with metal pedestal-mount case to be provided by irrigation installer, see irrigation drawings and specifications. Provide additional compatible station zone expansion modules as required to run the complete irrigation system as well as 4 additional zones for future expansion.
 - 1. I2C-800-M + ICM-400 + ICC-PED
- B. Rain Sensor: Hunter Solar Sync WSS-SEN wireless sensor and receiver units with WR-GUARD. Coordinate location in field with Owner’s Representative. Coordinate wiring with electrical contractor.

2.14 WIRE, CABLE AND ELECTRICAL CONNECTORS

- A. Control Valve and Tracer Wires: 14 gauge copper wire designed for 24 volts or greater, Type UF, Underwriter’s Lab (UL) approved for direct burial in NEC Class II circuits.
 - 1. Remote control valve pilot wires shall be red in color.
 - 2. Remote control ground wires shall be white in color.
 - 3. Extra remote control valve wires shall be blue in color.

4. Tracer wires shall be yellow in color.

- B. Electrical Connectors for all irrigation wires: 3-M DBY/DBR, Rain Bird Snap-Tite or Pen-Tite PVC Socket and Sealing Plus.

2.15 OTHER MATERIALS

- A. Pipe Joint Tape: Pipe joint tape shall be a minimum of ½-inch wide Teflon tape intended for use in wrapping threaded PVC pipe fittings and joints, as required.
- B. Drain Rock: ¾-inch to 1-inch washed round rock, with no fines.

PART 3 EXECUTION

3.1 GENERAL

- A. Do not allow any work to be covered or enclosed until it has been inspected, pressure tested, and approved by the Owner's Representative. Mainline shall not be covered or enclosed until it has been pressure tested per the requirements of paragraph 3.10.E, below, and inspected and approved by the Owner's Representative.
- B. Installation of all materials and equipment shall be in strict accordance with the manufacturer's written specifications and recommendations and with local and state codes, whether detailed or not. The Contractor is responsible for calling to the immediate attention of the Owner's Representative any conflicts between the manufacturer's written specifications and recommendations, local and state, and the Contract Documents. The Owner's Representative may require the Contractor to correct to the Owner's Representative's satisfaction any work installed that results from such conflicts at no additional cost to the Owner.
- C. The location of pipe, sprinkler heads, valves, and other equipment shall be as detailed and shall be the size and type indicated. No changes shall be made without prior approval by the Owner's Representative. Minor changes necessary to conform to ground conditions may be made by the Contractor without the Owner's Representative's prior consent in order to ensure the smooth progress of the work. However, all such changes are subject to approval by the Owner's Representative and must be recorded on the Record Drawings.
- D. Permission to shut off any water lines must be obtained in writing from the Owner's Representative prior to the beginning of any work. Disruptions in service shall be kept to a minimum.
- E. The Contractor shall be responsible for maintaining the system and protecting it from all damage, including damage caused by vandalism or adverse weather conditions, until date of final acceptance. The Contractor shall be responsible for repairing such damage at no additional cost to the Owner.
- F. The Contractor shall maintain at the site a clean copy of the drawings for recording changes to the project. All changes shall be recorded within 24 hours of occurrence.

3.2 TRENCHING

- A. A minimum depth of cover to the top of irrigation piping shall be as follows:
1. All lateral lines shall have 18-inches minimum and maximum 18-inches depth of cover.

2. Where multiple pipes are laid in common trench, the Contractor must maintain a minimum separation of 2-inches in any direction between all pipe.
 3. All sleeves and conduits shall have 24-inches minimum and 30-inches maximum depth of cover.
- B. Remove all lumber, rubbish, and rocks from irrigation trenches. Irrigation lines shall have a firm, uniform bearing surface for the entire length of each line. Wedging or blocking of pipe is not permitted.
 - C. Before back-filling trenches, all pipe shall be flushed clear and clean of all dirt and foreign material.
 - D. Backfill trenches in layers of not more than 6-inches in depth and compact each layer. Fill trenches to finish grade with native or imported topsoil keeping the top 12-inches free of rock. Restore surface to original or better than original condition.
 - E. Any materials or equipment damaged or destroyed while back filling shall be repaired or replaced by the Contractor at no additional cost to the Owner.
 - F. Backfilling under all paved areas shall conform to minimum density and compaction requirements as described in applicable specification sections.

3.3 PIPE

- A. Exercise care in handling and storing all pipe and fittings. Store materials under cover before using. Transport materials in a vehicle of adequate size and capacity to prevent bending or the concentration of an external load at any point on the materials. Any materials or portions of materials that show such damage shall be discarded and replaced.
- B. Remove all foreign matter and dirt from inside pipe or fittings before lowering into the trench.
- C. Install all pipe and fittings per the manufacturer's specifications. Use the specified primer and cement on all glue joints. Use Teflon tape on all threaded joints.
- D. Snake pipe in trenches to allow for expansion and contraction as recommended by the manufacturer.
- E. At all installed joints cut pipe ends square and remove all burrs.
- H. Where Pipe is installed under pedestal paving system, route strategically to minimize conflicts. In order to prevent movement, mainlines shall be securely fastened to pedestal system with cable ties at 4' maximum spacing. Where pipe is in direct contact with pedestals or any other elements that may abrade the pipe, the pipe shall first be wrapped with specified PVC pipe foam tape.

3.4 VALVES

- A. Install within shrub planting areas whenever possible. Install as detailed and as recommended by the manufacturer, complete with valve box and extension(s) and as detailed. All valve boxes shall be installed so that the top of the box is flush with adjacent finish lawn grade or 1-inch above planting area grade, after settling. Valves shall not be manifolded and shall be located no closer than 3' on center apart. Owner's Representative shall approve final valve locations prior to commencement of trenching operations.

3.5 CONTROLLER, CONTROLLER ACCESSORIES AND RAIN GAUGE

- A. Install as shown on the drawings and as recommended by the manufacturers.
- B. Coordinate with other trades as necessary to facilitate complete installation.
- C. Contractor shall meet on-site with the controller manufacturer's representative, prior to commencement of installation of controller.

3.6 IRRIGATION HEADS

- A. Install irrigation heads of types, sizes and coverage called for in the Irrigation Legend/Key at the locations as detailed. Minor changes in head location may be necessary to achieve the required coverage at no additional expense. Notify the Owner's Representative for approval prior to making any changes. Document all changes on project Record Drawings as they occur.
- B. Unless otherwise noted on the drawings, locate no head closer than 3-inches from any adjacent walk (gravel, concrete or otherwise), and no closer than 6-inches from any adjacent structure, deck or building.

3.7 IRRIGATION SLEEVES

- A. Install sleeves for irrigation lines and/or control wire under pavement prior to placing pavement materials. Extend sleeves beyond pavement edge a minimum of 12-inches. All sleeves shall be installed with a minimum depth of cover to the top of the pipe of 24-inches. If length of required sleeve is greater than the length of the unit of pipe, solvent weld all joints required. Otherwise all sleeves shall be of one continuous length of pipe.
- B. Tape ends of sleeve closed to keep soil out of the sleeve until irrigation lines and/or control wire are installed.
- C. Stake both ends of sleeves with a readily visible stake extending 12-inches above grade and below grade to the bottom of the sleeve. Mark the above grade portion of the stake with the words "Irrig. Sleeve". Remove stakes after sleeves are recorded on the Record Drawings and after irrigation lines and/or control wires are installed and inspected.
- D. In areas of new paving, place a minimum of 4-inches of sand backfill over the top of all sleeves before back-filling with soil or other subgrade materials.
- E. Where sleeves pass under concrete paving or curbs, concrete shall be marked with a marking tack as described in the concrete section.

3.8 IRRIGATION WIRING AND CABLES

- A. Tape control wires and cables in trench under main line or lateral lines whenever they occur in the same trench. Place control wires in electrical conduits or sleeves under all paving and when not in common trench with main line or lateral lines.
- B. Make all wire and splices moisture proof using specified electrical connectors. Splices shall be made in valve boxes only. All splices shall be noted on Record Drawings. Provide a minimum of 1-foot of coiled slack between all wire splices.
- C. Control wires shall be bundled together and wrapped with electrical tape at intervals of no more than 10-feet. Wires shall be placed below mainline or laterals when in same trench.

- D. Sharp bends or kinks in wires and cables shall not be permitted. Wires shall be unreeled in place alongside of or in the trench and shall be carefully placed along the bottom of the trench. Wire shall not be unreeled and pulled into trench from one end.
- E. Install tracer wires with all lateral line pipes and sleeves, taped to top of pipe or sleeve at 10-foot intervals with electrical tape. Where pipes tee off, make wire connections with specified waterproof connectors.
- F. For control wires, cables and tracer wires, provide 18-inches loop of extra wire in all valve boxes.
- G. Contractor shall install all remote control valve wires and cables from valves to controller shown at the approximate location on the Drawings. Contractor shall coordinate with other trades as necessary to facilitate this installation.
- H. Label all installed wires on each end with waterproof tags for all wires including those for future use.

3.9 IRRIGATION CONTROLLER

- A. The Contractor is responsible for providing a power source and making connections to the specified controller locations in accordance with the manufacturer's standard specifications and all applicable local and state codes.
- B. The Contractor shall install controllers as detailed and as recommended by the manufacturers.
- C. The Contractor shall determine the sizes and quantities of all conduits coming into the controller that will be required for all specified wiring. The use of smaller gauge wiring than specified in order to route through undersized conduits shall not be allowed.

3.10 FLUSHING AND TESTING

- A. Thoroughly flush all piping before testing and installation of irrigation heads and before back-filling any trenches.
- B. The Contractor shall not allow or cause any work to be covered before it has been inspected and approved. Work covered before approval shall be uncovered at the Contractor's expense.
- C. Soil may be placed in trenches between fittings to insure the stability of the line under pressure. In all cases, fittings and couplings must be open for visual inspection for full period of test. No testing shall be done until the last solvent welded joint has had a minimum of 24-hours to set and cure.
- D. Before testing, fill pipe with water and expel all air from pipes. Thrust blocks and all valves shall be in place prior to filling the main line with water for testing.
- E. Minimum pressure test on mainline, valves, joints and fittings, shall be 100-lbs./sq.in. without losing more than 1-pound per square inch during a period of 1-hour. Lateral lines shall be visually inspected by the Owner's Representative at line pressure with swing joints installed and capped. The Contractor shall first perform the tests for himself and repair any leaks or defects. The Contractor shall then notify the Owner's Representative at least 24-hours in advance and complete another test in the presence of the Owner's Representative for approval. All testing shall be done with a certified pressure gauge supplied by the Contractor.
- F. The Contractor shall adjust and balance the irrigation system to provide uniform coverage prior to commencement of planting operations. The Contractor shall change

or adjust heads and/or nozzles as required to provide uniform coverage and match final grades. Upon completion of all systems and coverage tests performed by and for the Contractor, the Contractor shall notify the Owner's Representative at least 24 hours in advance, and perform another coverage test in the presence of the Owner's Representative for approval.

- G. Where inspected work does not comply with specified requirements or if pressure tests fail, replace the rejected work until re-inspected by the Owner's Representative and found to be acceptable. The Contractor shall credit the Owner, against the contract amount, at the rate of \$75.00/hr. for re-inspection of failed tests.

3.11 CLEAN-UP

- A. Upon completion of the work, clean up all boxes, wrappings, excess materials, and other rubbish resulting for this work and leave the site in original or better condition.

3.12 FINAL SUBMITTAL

- A. Submit Record Drawings and project manuals. Provide owner with laminated 11x17 zone chart with each zone numbered and color coded to identify zone and area of coverage. Record Drawing Document to be provided in PDF format to Owner as well.
- B. Provide training to Owner as described in Paragraph 1.2 D.

END OF SECTION

SECTION 32 91 19

LANDSCAPE, GRADING, TOPSOIL AND TURF MAINTENANCE

PART 1 GENERAL

1.1 SUMMARY

- A. This section covers all Work necessary to limited grading operations, aeration of existing grass and limited soil preparation.
- B. Related Sections:
 - 1. Section 31 20 00 – EARTHWORK
 - 2. Section 32 84 00 – IRRIGATION
 - 3. Section 32 92 19 – SEEDING
 - 4. Section 32 93 00 – TREES SHRUBS AND GROUNDCOVER

1.2 PROTECTION

- A. Protect existing trees to be preserved as denoted on plan, and other features such as fences, roads, sidewalks, paving, and curbs as final work.

1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter, sand, silt, and clay particles: fertile, friable, pervious natural fine sandy loam, or silt loam, a darker shade of brown or gray than underlying subsoil, with a pH range of 5.5 to 7, 4 percent organic material minimum, free of subsoil, stones or hard earth 1-inch or larger, free of noxious weeds (including quack grass and horsetail), roots, stones, sticks or other extraneous material.

1.4 SUBMITTALS

- A. The Contractor shall make all submittals in accordance with Section 01 30 00-ADMINISTRATIVE REQUIREMENTS.
- B. Submit manufacturer's or vendor's certified analysis for soil amendments, fertilizer and other materials. Submit other data substantiating that materials comply with specified requirements. Such certificates may be tags, labels, and manufacturer's literature, and all submittals shall be reviewed for approval by Architect prior to installation.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver packaged materials in manufacturer's unopened containers fully identified by name, brand, type, weight and analysis.
- B. Store and handle packaged materials to prevent damage and intrusion of foreign matter.
 - 1. Provide erosion control as shown on plans.

1.6 SITE CONDITIONS

- A. Grading shall not take place during periods where saturated soil or surface water is present in work areas.
- B. Work shall not take place when temperature is less than 32° F. or soil is frozen.
- C. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Architect before placing topsoil.
- D. Utilities: Determine location of above grade and underground utilities and perform work in a manner that will avoid damage. Hand excavate as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.

1.7 PROTECTION

- A. Provide adequate measures to protect workers and passersby at the site. Execute all works in an orderly and careful manner with due consideration for any and all surrounding areas, plantings, or structures which are to remain. Protect all adjacent property and improvements from work damage, and replace any portions damaged through this operation.

1.8 MEASUREMENT AND PAYMENT

- A. Measurement and Payment for Landscape Grading shall include all existing areas disturbed by grading activities including pathways, shelter, play area and other misc. areas.

PART 2 PRODUCTS

2.1 NATIVE TOPSOIL

- A. It is the intent of the project to use existing native topsoil for soil preparation of grading areas.

2.2 TOPSOIL FOR TREE PITS

- A. Topsoil for tree pits shall be Landscape Blend #2 from ProGrow

2.3 HERBICIDE

- A. Herbicide: TriMec, Round-up, or other herbicides as approved.
- B. For NROD area, use Firezone Justified with a nutrio breakdown.

PART 3 EXECUTION

3.1 INSPECTION

- A. Verify site conditions and note irregularities affecting work in this Section.
- B. Beginning work of this section means acceptance of existing conditions.

3.2 EXCAVATION HANDLING

- A. Remove all foreign matter obtained from site soil cleaning, screening and/or picking process from the site and legally dispose of as required by the appropriate jurisdiction. Dispose of all waste off-site.

3.3 GENERAL SITE TURF MAINTENANCE AND SOIL PREPARATION

- A. Protect existing grass areas not to be graded.
- B. Grade areas as shown on plan. Reuse existing topsoil excavated in limited grading areas as necessary to provide a minimum 6-inches of topsoil.
- C. In existing turf areas to remain, aerate soil to a minimum 6-inches in depth.
- D. Spot spray existing weeds and remove from grass areas.
- E. Visually inspect turf areas and removal all visible rocks and stones.
- F. For existing dirt trail areas, till a minimum 6-inches to loosen soil. If within the tree protection zone, loosen soil by hand.

3.4 NROD SOIL PREPARATION

- A. Remove existing grass within NROD area and dispose of offsite. Be careful not to disturb existing grass areas.
- B. Aerate soil to a 6-inch minimum depth.

3.5 SEEDED GRASS AREAS

- A. For General Site Area, over seed grass as specified in existing turf areas. For all other areas, provide seed quantity as specified on drawings.

- B. For NROD area, seed at the required rate as shown on the plans.

3.6 SOIL PREPARATION FOR PLANTING PITS OF TREES AND SHRUBS

- A. Thoroughly mix 3 parts approved topsoil with 1 part yard debris compost and 2 lbs. of Woodburn fertilizer "Pro Ornamental" per cubic yard 14/18/12 slow release. Place in planting pits as specified in Section 32 93 00-TREES, SHRUBS AND GROUND COVER.
- B. Grade smooth to elevations shown on Contract Documents.

3.7 FINAL FINISH GRADING

- A. Rocks, stones, sticks, brush, roots, and other objectionable materials shall be removed and disposed of off-site.
- B. Undulations and unsightly variations in grade that will not permit the use of normal mowing equipment without scalping or missing shall be re-graded and floated to smooth surfaces.
- C. Grading tolerance shall be within ± 1 -inch from finish grades. All areas shall be graded to provide positive drainage. Owner's Representative shall review grades prior to Contractor proceeding with further construction, irrigation or planting.
- D. All planted areas shall be machine or hand worked to eliminate objectionable lumps and soil clods, as deemed necessary by the Owner's Representative. Tillage shall include the removal of all equipment ruts and tracks, areas of compaction or erosion, and any other undesirable soil conditions which would prevent the proper formation of a finely pulverized seedbed, as directed by Owner's Representative.
- E. Finish grade after full settlement, not including mulch, shall be 1-inch below tops of curbs, walks, or existing grades in shrub, groundcover and ornamental grass areas, and $\frac{1}{2}$ -inch lower in seeded grass areas.

3.8 UTILITY PROTECTION

- A. Contractor shall be responsible for protecting all existing and proposed water lines, underground utilities, and any other subsurface features while excavating and working on the project site

END OF SECTION

SECTION 32 92 19

SEEDING

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish labor, material and equipment required for the application of seed to establish finish lawn and grass areas as shown on the Drawings. The following specification addresses both methods.
- B. Owner's Representative shall determine areas beyond those shown on Contract Drawings disturbed by construction and to be prepared and seeded at no additional cost to the Owner.

1.2 REFERENCES

- A. AOSA- Association of Official Seed Analysis:
 - 1. Rules for Testing Seeds, Journal of Seed Technology, 1991 Edition.
- B. FSA- Federal Seed Act.

1.3 DEFINITIONS

- A. PLS: Pure Live Seed.
- B. Weeds:
 - 1. Blackberry Canada Thistle, Dandelion, Horsetail, Morning Glory, Nut Sedge, Poison Oak, Rush Grass, Annual Bluegrass, Bermuda Grass, Brome, Crabgrass, Johnson Grass, Nut Grass, Quack Grass, Shiny Geranium, Garlic Mustard, Nutsedge and lesser Celandine.
 - 2. Other plants designated as a noxious weed by authorized State, County or City official.

1.4 SUBMITTALS

- A. Submit certificates of inspection as required by County Agricultural Inspector. Submit manufacturer's or vendor's certified analysis for soil amendments, fertilizer and other materials. Submit other data substantiating that materials comply with specified requirements. Such certificates may be tags, labels, and manufacturer's literature, and all submittals shall be reviewed for approval by Owner's Representative prior to installation.
- B. Submittals shall include but not be limited to the following:

1. Fertilizer: Chemical and percentage composition.
2. Mulch: Size, type of material and fertilizer amendments.
3. Amendments: Type, size and composition.
4. Seed: Botanical and common name, percentage by weight, percentages of purity, germination and weed seed for each grass seed species.
5. Tackifier.
6. Planting schedule indicating anticipated dates for seeding.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful grass establishment. The same subcontractor shall install both irrigation and landscape planting work of section 32 8400, "Irrigation" and Section 32 9300 Trees Shrubs and Groundcover.
 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that grass planting is in progress.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Seed: Deliver seed in original sealed, labeled, and undamaged containers.
 1. Ship and store seed, mulch and fertilizer with protection from weather or other conditions that would damage or impair the effectiveness of the product.
 2. Contractor shall save all seed and fertilizer tags and fiber mulch bags for the Owner's Representative to verify compliance with the drawings and specifications.

1.7 COORDINATION AND SCHEDULING

- A. Planting Season: Sow lawn seed during normal planting seasons for type of lawn work required. Correlate planting with specified maintenance periods to provide required maintenance from date of Substantial Completion.
- B. Weather Limitations: Proceed with planting only when existing and forecast weather conditions are suitable for work. Do not seed lawns or other seeded areas when air temperature is below 40 degrees F or above 90 degrees.
- C. Seed lawns and other seeded areas after April 15th and before October 16, unless otherwise approved by Owner.
 1. Apply seed within 4 hours after final preparation of seeding areas.

2. Do not seed within 2 feet of base of trees.

D. Coordinate work with installation of other site work including irrigation and planting.

1.8 INSPECTIONS

A. Site visits for review of work shall be scheduled by the Contractor a minimum of 48 hours in advance with the Owner's Representative.

PART 2 PRODUCTS

2.1 SEED

A. Grass Seed: Certified, Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.

1. See drawings for seed mixes.

B. Substitutions:

1. If specified seed material is not obtainable, submit proof of non-availability to Owner's Representative, together with proposal for use of equivalent material.

2. Substantiate such proof in writing no later than 30 days after Award of Contract.

2.2 MATERIALS

A. Fiber Mulch: Biodegradable dyed-wood cellulose-fiber mulch, non-toxic, free of plant growth or germination inhibitors, with maximum moisture content of 15% and a pH range of 4.5 to 6.5.

B. Non-asphaltic Tackifier: Colloidal tackifier recommended by fiber-mulch manufacturer for slurry application, non-toxic and free of plant growth or germination inhibitors.

C. Fertilizer: 16-16-16 with 6-percent slow release available from Woodburn Fertilizer, (503.981.3521) at 400 lbs per acre or approved equal.

D. Hydro Slurry Mix: Hydro slurry mix to contain wood cellulose fiber mulch, dyed green at 2,000 lbs. per acre. Tackifier shall be applied at 50 lbs per acre.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine areas to receive lawns and grass for compliance with requirements and for conditions affecting performance of work in this section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseed overspraying.
 - 2. Agitate as necessary the slurry to assure an even mix of ingredients.
 - 3. In areas outside of regrading and paving work, protect existing grass to the greatest extent possible.
- B. Spot spray with approved herbicide to remove weeds.
- C. Aerate all soil to sufficiently loosen compacted soil.
- D. Add or remove topsoil in areas to be regraded.
- E. Seed areas that have been regraded or impacted by construction as described below in 3.3.
- F. Overseed areas that have been protected and where sufficient lawn remains, as approved by the Owner.

3.3 HYDROSEEDING

- A. Installation procedures:
 - 1. Inspection of conditions: Examine related work including irrigation and grading of surface before proceeding with any work and notify the Owner's Representative in writing on conditions which may prevent the proper execution of this work. Failure to report unsuitable conditions will require the contractor to rectify unacceptable work at no additional cost to the Owner.
 - 2. Water all plant areas thoroughly to saturate upper layers of soil prior to the hydroseeding operation.
 - 3. Allow the planting area soil surface to dry out for one day only prior to the hydroseeding application. Exercise care not to allow the soil surface to be overly saturated with water prior to the hydroseeding installation. At the same time the soil surface should not become too dry during this period. There should be some residual moisture within the first 1/4 inch of the soil surface.
- B. Hydroseeding Application – First Step:
 - 1. Apply the hydroseeding in the form of the seed and 10-percent of the hydro-slurry mix. When hydraulically sprayed onto the soil, the mulch shall form a blotter-like material. Direct the spray operation so that this procedure will drill and mix the slurry components into the soil, the slurry spray will also penetrate the soil surface, thus ensuring maximum impregnation and coverage.

2. Do not let the hydroseeding slurry components in the hydroseeding machine for more than two (2) hours.
 3. Spray the area with a uniform visible coat, using the dark color of the cellulose fiber as a visual guide. The slurry shall be applied in a downward drilling motion via a fan stream nozzle. Insure that all of the slurry components enter and mix with the soil. Insure the uniformity of the hydroseed application.
- C. Hydroseeding Application – Second Step:
1. After area has been seeded and not longer than 48 hours, contactor shall apply the remaining hydros slurry mix with the fertilizer over all turf areas.
 2. Exercise special care to prevent any of the slurry from being sprayed onto any hardscape areas including concrete walks, fences, walls, buildings, etc. Remove all slurry sprayed onto these surfaces at the contractor's expense.
- D. Hydroseeding Establishment:
1. Upon acceptance of hydroseeding operations, maintain all hydroseeded areas for a period of 60 calendar days as follows:
 - a. Germination stage irrigation: Approximately 25 hours after hydroseeding the planting areas, initiate the watering sequence. Leave the water on long enough to moisten the soil thoroughly to the depth of the slurry mulch taking care not to super saturate or wash away the slurry and seed. Perform frequent, light irrigation until the seed has germinated. Repair all seed washings and erosion.
 - b. Establishment stage irrigation: After germination, reduce each watering.
 - c. All seed areas to receive water through irrigation or handwatering to ensure establishment.
- E. Provide hand-watering of areas that do not have irrigation for grass establishment.

3.4 OVERSEEDING

- A. All designated existing turf areas being overseeded shall be seeded at the rates shown on the plans. Areas to be overseeded shall be fertilized at the rates as specified for new lawns.

3.4 MAINTENANCE

- A. Begin maintenance of lawns immediately after full stand of grass has germinated to a minimum 1.5-inches in height in new areas and Substantial Completion has been accepted for entire site area. Maintenance shall continue for not for less than the following periods. Maintenance shall be for all existing turf areas including areas that have been over-seeded.
 - 1. Seeded Lawns: 60 calendar days after full stand of grass has germinated to a minimum 1.5-inches in height and Substantial Completion. Substantial Completion is when all areas have been seeded and planted. Approvals will not be given for partially completed areas.
 - a. When full maintenance period has not elapsed before end of planting season (October 15th), continue maintenance during next planting season (March 15th). Contractor to fulfill remaining part of the 60 calendar day requirement during the following year.
- B. Maintain and establish lawns by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, regrade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth lawn free of weeds and eroded or bare areas.
 - 1. Replant bare areas with same materials specified for lawns.
 - 2. Water lawns at such frequency as weather conditions require, to maintain appropriate soil moisture throughout the rootzone.
 - 3. Weeding: All concentrated developments of weed growth appearing in the seed mix planting areas during the maintenance period shall be removed at two (2) week intervals. The contractor may elect to remove such concentrations of weeds manually or by a City approved herbicide program.
- C. Mow lawns as soon as there is enough top growth to cut with mower set at specified height for principal species planted. Repeat mowing as required to maintain specified height without cutting more than 40 percent of the grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain following grass height.
 - 1. Mow lawn areas from 1-1/2- to 2-inches high, removing no more than 1/3 of the grass leaf with each mowing.
- D. Post Fertilization: Apply fertilizer to lawn after first mowing and when grass is dry. Apply Wilco Farmers 25-5-10-7-2MG-2FE at 300 lbs per acre.
- E. If maintenance period is delayed into the following year, Contractor is to apply post fertilization at the end of the 60-day period as required under D.

3.5 FINAL ACCEPTANCE

- A. Acceptance of all seeded areas will be based on growth of a uniform color and dense stand of grass, without bare spots of over 100 sq.in. Grass shall have a lush, green appearance without yellow spots.

3.6 CLEAN UP AND PROTECTION

- A. Promptly remove soil and debris created by lawn work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soils onto surfaces of roads, walks, or other paved areas. Remove germinated seed in planting areas without harming other plant material.

3.7 FINAL PROTECTION

- A. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout maintenance period until lawn is established.

END OF SECTION

SECTION 32 93 00

TREES, SHRUBS, AND GROUNDCOVER

PART 1 GENERAL

1.1 SUMMARY

- A. The work included in this section, whether mentioned or not, shall consist of all labor, tools, materials, tests, permits, and other related items necessary for the installation of all plant materials as shown on the drawings and/or as specified in the Specifications.
- B. The work in this section includes:
 - 1. Trees, plants, and groundcover.
 - 2. Staking.
 - 3. Mulching.
 - 4. Fertilizer.
 - 5. Pruning.
 - 6. Weed Control.
 - 7. Root Barriers.
 - 8. Maintenance.

1.2 RELATED WORK

- A. Topsoil placed and graded per the requirements of Section 32 9119 – Landscape Grading and Soil Preparation prior to start of the landscape work.
- B. Grass and weed removal for planting areas shall be performed per these specifications.

1.3 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI A300 - Tree Care Operations - Tree, Shrubs, and Other Woody Plant Maintenance - Standard Practices.
 - 2. ANSI Z60.1 - Nursery Stock.

1.4 SUBMITTALS

- A. Certified Confirmed Orders: Certify in writing to the Owner's Representative within 30 days of the award of the contract, confirmed orders for plants and provide the quantity, location, phone number, and address of the grower who has agreed to provide any plant material. Should the Contractor neglect to provide this documentation within the allocated time, Contractor may forfeit any substitution benefits. Landscape architect will visit nursery to inspect and tag trees secured by Contractor.
- B. Certificates: Certificates required by law shall accompany shipments. Upon completion of the installation, submit certificates to the Owner's Representative.

- C. Quantity Certification: Provide certification of quantities of mulch, fertilizer, herbicide, and planting accessories delivered to the site.

1.5 QUALITY ASSURANCE

- A. Tree Pruning: ANSI A300 Pruning Standards for Woody Plants.
- B. Field Superintendent – Provide one person who shall:
 - 1. Be present at all times during execution of work in this section;
 - 2. Be familiar with the materials and best methods for installation;
 - 3. Direct work performed under this section.
 - 4. Be a Certified Landscape Technician, certified by the Oregon Landscape Contractors' Association.
- C. Government Inspection: All plants and planting material shall meet or exceed the specifications of federal, state, and county laws requiring inspection for plant disease and control.
- D. Industry Standards: Quality definitions, size tolerances and caliper-to-height ratios shall be no less than minimums specified in American Standards for Nursery Stock, published by American Association of Nurserymen, Inc., ANSI Z60.1-1990.
- E. Provide documentation that all plant material has been sourced and procured from nurseries that do not use neonicotinoids.
- F. Owner reserves the right to reject any or all plant material at any time until final review and acceptance. Remove rejected plants immediately from site.
- G. Produce upon request, sales receipts for all nursery stock and certificates of inspection from federal, state, and other authorities.

1.6 CHANGE ORDERS AND SUBSTITUTIONS

- A. The Contractor shall provide all plants of the size, species, variety, and quality noted and specified. If unavailable, the Contractor shall notify the Owner's Representative in writing immediately and provide the names and telephone numbers of five nursery suppliers that he has contacted. If substitution should be permitted, it can be made only with the prior written approval of the Owner. The nearest variety, size, and grade as approved by the Owner's Representative shall then be furnished.

1.7 QUALIFICATIONS

- A. Installer: The Contractor installing work covered by this specification section must be a state licensed and bonded Landscape Contractor. Contractor must be 2-5 year experienced in landscape work of best-accepted trade practices and have equipment and personnel adequate to perform the work specified. Contractor must be familiar and comply with American Standard for Nursery Stock published by the American Association of Nurserymen.

1.8 PRE-INSTALLATION MEETINGS

- A. Convene minimum one week prior to commencing work of this section.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Notify Owner's Representative of delivery schedule so plant materials may be inspected upon job site delivery. Remove unacceptable products immediately from job site.
- B. Storage and Handling: Protect products against damage or dehydration. Cover plant roots and root balls with soil or other accepted material upon job site delivery if not to be planted within four hours. Store plant material in light shade and protect against harmful weather until planted. Maintain plant materials not to be planted within four hours.
- C. Plant material damaged as a result of delivery, storage or handling will be rejected.
- D. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Do not install plant life when ambient temperatures may drop below 35°F or rise above 90 °F.
- B. Do not install plant life when wind velocity exceeds 30 mph.

1.11 COORDINATION

- A. Install plants after finish grading and coordinate with installation of underground irrigation system piping and sprinkler heads, and installation of root barriers.
- B. Coordinate the removal of grass and weeds for planting areas prior to work in this section.

1.12 PROTECTION

- A. Protect Existing Site Improvements: Verify location of underground facilities prior to doing work. Protect active service lines whether indicated or not. Repair and make good any damage to service lines or improvements caused by planting operations.
- B. Barricade or Cover Excavations: Barricade or cover as necessary all excavations to protect pedestrians & workers.
- C. Contractor is responsible for protecting plant material through final acceptance.

1.13 WARRANTY

- A. Warranty begins at date of substantial completion.
- B. Plant materials must be in healthy condition at end of a one-year warranty period, or for one full growing season from substantial completion, whichever is longer.
- C. Contractor is responsible to assume liability for all plant material and to warranty plants against disease, insect infestation, desiccation, sun scald, freeze damage, or any other condition that would cause plants to be unhealthy or to die through substantial completion.
- D. Replace all trees, shrubs, and groundcovers when plants are no longer in a satisfactory growing condition as determined by the Owner for the duration of the Warranty period. Make replacements within seven days of notification from the Owner. Remove dead plants within two days of notification and mark the planting plan showing the exact location of replaced plants.
- E. Contractor is not responsible for damage to plants due to vandalism, theft, or accidental damage from pedestrians during the warranty period.

1.14 MAINTENANCE

- A. Begin maintenance immediately after planting.
- B. Maintain trees, shrubs and other plants until Final Acceptance but in no case less than following period: 90 calendar days after Final Acceptance and review of tree, shrub, groundcover, and grass planting. If the end of the maintenance period falls after October 1, however, the remaining period will begin the following spring, March 15.
- C. During the maintenance period maintain trees, shrubs and other plants by watering, pruning, cultivating, weeding and replenishing mulch as required and needed for healthy growth. Restore planting basins. Adjust and repair stake supports and reset trees and shrubs to proper grades or vertical position as required. Spray as required and approved by City to keep trees, shrubs, and other plantings free of insects and disease. Rake and remove leaves and debris from deciduous plant foliage.
 - 1. Contractor shall provide resources for bed weeding every two weeks through the duration of the maintenance period. Contractor to provide a monthly report stating hours spent maintaining the landscape and activities. For every month that maintenance activities do not occur per these specifications, the maintenance period shall be extended one month.

1.15 PERMITS, CODES, AND REGULATIONS

- A. The Contractor shall obtain and pay for all necessary permits and fees as required by local authority and prevailing ordinances and/or codes.

- B. The Contractor shall keep fully informed and shall comply with all existing laws, codes, ordinances, and regulations which in any way affect the conduct of the work.

PART 2 PRODUCTS

2.1 TREES, PLANTS, AND GROUND COVER

- A. All plants shall be nursery grown, or normal habit of growth, healthy, vigorous and free of disease, insect eggs and larvae. Plants shall not be pruned prior to delivery. Plants shall have all leaders and buds intact. Grading of plant material and root ball / container sizes shall be in accordance with the code of standards of the American Association of Nurserymen.
- B. Provide the number of plants shown graphically on the Landscape Drawing or listed on the Plant Materials List, whichever is greater, or to cover at specified spacings.
- C. Tree with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage, or cuts of limbs over ¾-inch in diameter that are not completely closed will be rejected.
- D. Plants are required to be from stock acclimated to 'Project Site' environmental conditions, having been consistently cultivated and grown under these conditions.
- E. Root Protection: Large plants Balled and Burlapped (B&B) with natural ball of size to ensure healthy growth. Small plants container-grown furnished in removable containers or integral peat pots well rooted to ensure healthy growth. Grow container plants in containers from six months to two years prior to delivery with roots filling container but not root bound.
- F. Plant Names: Plants shall be true to name and one of each bundle or lot shall be tagged with the common and botanical name and size of the plants in accordance with the standards of practice of the American Association of Nurserymen and shall conform to Standardized Plant Names, 1942 Edition, published by J. Horace McFarland Company. In all cases, botanical names shall take precedence over common names.

2.2 FERTILIZER

- A. Fertilizer: Agriform planting tablets, 10 and 21 gram, or approved equal.

2.3 PRE-EMERGENT HERBICIDE

- A. Ronstar G, granular or approved equal.

2.4 MULCH MATERIALS

- A. Bark Mulch: Commercial product, medium ground bark mulch. Bark shall be medium ground, dark hemlock bark of uniform color, free from weeds, seed, sawdust, and

splinters and shall not contain resin, tannin, wood fiber or other compounds detrimental to plant life. Source shall be from freshwater mill.

2.5 ACCESSORIES

- A. Tree Wrap: Corrugated or crepe paper, designed specifically to resist insect infestation and sun scald.
- B. Stakes: 2-inch x 2-inch x 8 feet rough, Douglas fir stakes, standard and better grade, free of large knots, pre-stained with one coat oil base wood stain, Olympic Redwood Natural Tone #717 or approved equal.
- C. Cable, Wire and Accessories: 3/32-inch minimum 5 strand galvanized steel wire rope. Install 12- inch length of ¾-inch PVC pipe flag on evergreen guys. 5/16-inch galvanized turnbuckles and eye hooks.
- D. Tree Ties: Broad belt-type strapping or plastic chain (min. ½-inch width). Submit sample for approval.
- E. Root Barrier "UB-18-2", deep root barrier, as available from Deep Root, www.deeproot.com.

2.6 WATER

- A. Contractor shall make, at Contractor expense, whatever arrangements are necessary to ensure an adequate water delivery system to meet the needs of this Contract. The Owner will make water available to the Contractor from the existing domestic water meter on site.
- B. Water for plant irrigation must be clean, fresh, and free of substances or matter capable of inhibiting vigorous growth of plants.

2.7 ANTI-DESICCANT

- A. Anti-desiccant shall be 'Wilt-Pruf', or approved equal, delivered in manufacturer's containers and used in accordance with manufacturer's recommendations.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify prepared subsoil and planting beds are ready to receive the Work of this section, including the removal of grass and weeds per these specifications and as shown on the drawings.

3.2 SOIL PREPARATION

- A. Prepare planting bed soils per specification Section 32 91 19, LANDSCAPE GRADING, TOPSOIL, AND SOIL PREPARATION.

3.3 EXCAVATION

- A. Excavate planting pits or beds for trees, shrubs, and groundcover consistent with good horticultural practices. The inside surfaces of all planting holes are to be rough, not smooth. If the Contractor encounters any unusual condition which, in his opinion, is detrimental to the new planting, he shall notify Owner's Representative immediately.

3.4 PLANTING

- A. Contractor shall field stake tree locations for approval. Make required field adjustments as directed without additional cost to the Owner. The right to make minor adjustments in layout is reserved by the Owner.
- B. Place all plants as shown on drawings. Plant upright and orient to give best appearance or relationship to adjacent plants and structures. Place all shrubs 5 feet from trails, all trees 10 feet from trails. Notify Owner's Representative for review and approval of final orientation.
- C. Tree Base: Place a 2-inch lightly compacted layer of prepared planting soil under root system.
- D. Set plants in prepared pits or beds. Loosen and remove twine binding and burlap from top one-half of root balls. Weeds in the top of root balls must be removed prior to planting.
- E. Place bare root plant materials so roots lay in natural position.
- F. Cut off cleanly all broken or frayed roots.
- G. Backfill planting hole with prepared planting mix material comprised of a mixture of native topsoil and compost. When planting hole is one-half backfilled, fill with water and let stand until water is absorbed into soil. Continue topsoil fill and when planting hole is three-fourths filled, place planting tablets evenly spaced around each plant or tree. Provide the following quantities per plant or tree:
 - 1. 4-inch potted plant: one 10 gram tablet.
 - 2. Gallon container shrubs up to 12-inch spread: two 10 gram tablets.
 - 3. Shrubs 15-inch to 36-inch spread: four 10 gram tablets.
 - 4. Shrubs 36-inch and larger spread: three 21 gram tablets.
 - 5. Evergreen trees: four 21 gram tablets.
 - 6. Deciduous trees up to 1½-inch caliper: three 21 gram tablets.
 - 7. Deciduous trees 1½-inch caliper: four 21 gram tablets.
 - 8. Deciduous trees 2- inch and larger: five 21 gram tablets.

- H. Place and compact topsoil backfill to finish grade and provide 2-inch depressed water basin at each shrub and tree.
- I. Water each plant thoroughly upon completion of planting. Initial water-in of trees and shrubs by underground sprinkler system is not permitted.
- J. Remove non-biodegradable root containers and all plant pots from site.

3.5 WEED CONTROL

- A. Apply pre-emergent herbicide according to the manufacturer's directions on the planting beds that will not be seeded, after planting and before mulching. No herbicide shall be applied to areas of annual flower plantings, as shown on plans. Herbicide must be applied by a licensed chemical applicator. WARNING: Pre-emergent herbicide will prevent germination of lawn grass seed. The Contractor shall use his best judgment during application procedures to avoid lateral movement of chemical into lawn areas. The Contractor may elect to skip certain portions of planting beds if lateral movement of chemical cannot be avoided. Notify Owner's Representative of areas that did not receive herbicide. Contractor is still responsible for weed control until final acceptance.

3.6 INSTALLATION OF ACCESSORIES

- A. Stake all deciduous trees. Refer to planting details.
- B. Brace plants vertically with plant support(s) specified and per planting details.
- C. Contractor shall make all possible efforts to provide favorable conditions for healthy plant growth, and should notify the Owner's Representative immediately upon concerns and/or conflicts with design drawings.

3.7 FIELD PRUNING

- A. Prune trees and shrubs to remove damaged branches.
- B. Paint all cuts more than ½-inch in diameter with tree paint approved by American Association of Nurserymen.

3.8 MULCH

- A. Apply a 2½-inch layer of specified mulch over all planting areas after planting and rake to a smooth finish grade.
- B. Provide mulch layer around newly planted trees as detailed.
- C. At existing trees, provide a 5-foot diameter mulch ring at base of tree, 2-inches thick, but keep mulch from touching actual base of tree trunk.

3.9 ADJUSTMENT AND CLEANING

- A. Remove and replace plants or materials not meeting specified standards.
- B. Areas are to be kept clean during progress of work until completion.
- C. Pressure Washing of Concrete, Masonry, and Asphaltic Paving: Any paved area or surfaces stained or soiled from landscaping materials having been hauled, carried or spilled over or around it shall be cleaned with a power sweeper using water under pressure. Building surfaces shall be washed with proper equipment and materials as approved by the Owner's Representative.

3.10 MAINTENANCE

- A. Maintain plant life immediately after placement. Continue maintenance through substantial completion.
- B. Protect and maintain work in this specification section against all defects of materials and workmanship. Maintenance of all the planted areas shall include, but not be limited to, watering, mowing, weeding, herbicide and insecticide applications, cultivation of beds, mulch replacement, guys, turnbuckles, and stakes, and pruning as well as replacement of any plants that appear to be in distress.
- C. Irrigate when necessary to avoid drying out of plant materials, and to promote healthy growth.
- D. It is understood that following the 90 day maintenance period, the Owner will be responsible during the Warranty period for normal landscape maintenance of the project.

3.11 FIELD QUALITY CONTROL

- A. Plants will be rejected when ball of earth surrounding roots has been disturbed or damaged prior to or during planting.

END OF SECTION

SECTION 32 94 00

SITE FURNISHINGS

PART 1 GENERAL

1.1 SUMMARY

- A. The work in this section includes:
 - 1. Site furnishings include but are not limited to benches, picnic tables, drinking fountain, bike racks, trash receptacles and Owner furnished items.
 - 2. Owner provided, Owner installed items include:
 - a. OC Standard Park Sign: Owner to provide and install sign and post.
- B. References:
 - 1. American Society of Testing and Materials (ASTM).

1.2 SUBMITTALS

- A. Product Data: Submit to Owner's Representative two sets of manufacturer's technical data and installation instructions for each item, with list of accessory items. Clearly indicate options of size, model, and finish.

1.3 QUALITY ASSURANCE

- A. Manufacturing Standards: Provide each item of equipment as a complete unit produced by a single manufacturer, including fittings, accessories, bases, and anchorage devices.
- B. Construction: Construct each item and ship to the site in minimum number of sections.

1.4 WARRANTY

- A. Provide / submit to Owner's Representative the manufacturer's warranty for each product / item supplied by Contractor. Contractor shall warrant each product / item for one year minimum.

1.5 PROJECT CONDITIONS

- A. Existing Conditions: Locate all underground utilities and modify work, as approved by Owner's Representative, if necessary to avoid conflicts.

PART 2 PRODUCTS

2.1 FREESTANDING BENCH

- A. 6-foot bench, Model No. 702-005 as manufactured by Oregon Corrections Enterprises, w/ bronze (P004-BR23) Powdercoated steel legs and clear cedar planks (503) 624-4800
 - 1. Bronze (P004-BR23) powder coated steel legs and clear cedar planks.
 - 2. Surface mount with tamper-resistant anchor bolts.
 - 3. Stain Color "Summer Oak", confirm manufacturer with Owner.

2.2 PICNIC TABLES

- A. Standard 6 foot Picnic Tables
 - 1. 6-foot Picnic Table, Model No. 725-018-006, as manufactured by Oregon Corrections Enterprises, (503) 624-4800,
 - a. Bronze (P004-BR23) powder coated steel legs and clear cedar planks.
 - b. Install anchor as detailed on Drawings.
 - c. Stain Color "Summer Oak", confirm manufacturer with Owner.
- B. ADA Accessible Picnic Tables
 - 1. ADA Metal Picnic Table, Model No. 725-13-006, as manufactured by Oregon Corrections Enterprises, (503) 624-4800,
 - a. Bronze (P004-BR23) powder coated steel legs and clear cedar planks.
 - b. Install anchor as detailed on the Drawings.
 - c. Stain Color "Summer Oak, confirm manufacturer with Owner."

2.3 DRINKING FOUNTAIN (ADD ALTERNATE)

- A. Haws Co., Model: 3500D. Color: to be determined.

2.4 BIKE RACKS

- A. HP Bike Rack manufactured by Huntco; 2" Sch 40 Round Steel Pipe w/ flange mount. Color: Powdercoat TBD.

2.5 TRASH RECEPTACLE

- A. Steel trash receptacle w/ plastic 32 gallon liner, hinged side door, bonnet top and powdercoated finish. Model No. 157-32SH-CV-BT by Dumor (800) 598-4018
 - 1. Color: Powdercoat Textured Black.

2.6 PET WASTE BAG DISPENSER

- A. Aluminum Dogipot Quik Pet Station, model #1011-Mini, as manufactured by Dogipot. (800) 364-7681

2.7 OWNER SUPPLIED/CONTRACTOR INSTALLED PARK SIGN

- A. Owner to supply Park Sign and brackets for Contractor to install.
 - 1. Contractor to provide sign footing.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces or conditions where Site Furnishings are to be erected. Notify the Owner's Representative of any conditions detrimental to the proper and timely completion of the work. Do not proceed with installation until unsatisfactory conditions have been corrected and are acceptable to the installer.

3.2 INSTALLATION

- A. Install work in this section in accordance with the manufacturer's recommendations and as approved by the Owner's Representative. All furnishings to be installed plumb and true.
- B. Secure benches and bike racks to paving with expansion anchor bolts as recommended by manufacturer.

3.3 FOOTINGS

- A. All site furnishings: unless specified otherwise by manufacturer, comply with the following:
 - 1. Excavate for concrete footing to neat, clean lines in undisturbed soil. Provide forms in unstable soil conditions.
 - 2. Footings shall be sized and installed, including reinforcement as recommended by manufacturer.
 - 3. Top of footing in unpaved areas: 1-inch above finish grade. Slope toward edge of footing to prevent water pooling.

3.4 CLEAN-UP

- A. Clean up excess materials and debris from project site upon completion of work or sooner if directed.
- B. Leave in a neat and tidy condition daily.

END OF SECTION

SECTION 32 95 00

PLAYGROUND EQUIPMENT AND SURFACING

PART 1 GENERAL

1.1 SUMMARY

- A. Play Equipment will be purchased and installed by Contractor. Furnish all labor, material, equipment, and services required for the installation of playground equipment and surfacing.
 - 1. Play Area Surfacing:
 - a. Engineered wood fiber surfacing as detailed and specified herein.
- B. References:
 - 1. American Society of Testing and Materials (ASTM).
 - 2. International Play Equipment Manufacturer's Association (IPEMA).
 - 3. National Playground Safety Institute (NPSI).

1.2 SUBMITTALS

- A. Product Data: Submit to Owner's Representative two sets of manufacturer's technical data and installation and maintenance instructions for each item, with list of accessory items. Clearly indicate size, model, finish and color.
 - 1. For engineered wood fiber surfacing, additionally provide ASTM F 11292 test results, ASTM F 1951 test results and ½ cu. ft. sample.
- B. Shop Drawings: Contractor to provide all final shop drawings; and, provide all coordination and execution of building permits and related requirements. Submit shop drawings of those items requiring shop fabrication, needing detail or structural clarification, or those having special considerations to adapt to site conditions.
 - 1. Detailed erection drawings and bills of materials shall be furnished by manufacturer for each play structure. Drawings shall include footing details and technical data necessary for correct assembly. To facilitate ease of assembly, each manufactured metal component shall be indelibly marked with an easily recognized identification number keyed to the erection drawings.
 - 2. Submit 3 copies to Owner's Representative.
 - 3. Maintain one copy at the Project Site for reference purposes.

4. Do not proceed with the installation of manufactured products until an approved copy of the submittal is in the Installer's possession at the Project Site.
- C. Play equipment manufacturer to provide \$2 million product liability insurance certificate for any single occurrence, with the DISTRICT named as certificate holder.
- D. Product data for Playground Surfacing: Submit manufacturer's product data, including warranty and installation instructions, ASTM F 1292 test results, ASTM F 1952 test results, IPEMA certification of compliance and samples.

1.3 QUALITY ASSURANCE

- A. Manufacturing Standards: Provide each item of equipment as a complete unit produced by a single manufacturer, including fittings, accessories, bases, and anchorage devices.
- B. Construction: Construct each item and ship to the site in minimum number of sections.
- C. Manufacturer's Qualifications for Engineered Wood Fiber Playground Surfacing:
 1. Member of IPEMA.
 2. Certified by NPSI.
- D. All playground equipment shall meet or exceed current U.S. Consumer Product Safety regulations and state and local government laws and codes, as well as the standards and requirements of IPEMA and NPSI.
- E. Installer's Qualifications for Playground Surfacing and Equipment Installation: Installer shall be a certified installer by manufacturer of specified playground equipment and surfacing system and shall have 5 years successful experience in installing playground surfacing and equipment of similar size and complexity. Contractor shall have CCB Good-standing, and successful track record of Playground Installs with references.

1.4 WARRANTY

- A. Provide / submit to Owner's Representative the manufacturer's warranty for each product / item supplied by Contractor. Contractor shall warrant each product / item for one year minimum.
- B. Warranty on playground equipment and surfacing shall be 10 years minimum.

1.5 PROJECT CONDITIONS

- A. Existing Conditions: Locate all underground utilities and modify work, as approved by Owner's Representative, if necessary to avoid conflicts.

PART 2 PRODUCTS

2.1 MANUFACTURERS / DISTRIBUTORS

- A. Landscape Structures: Ben Stanford (503) 432-8950
- B. MRC GameTime: Martha Rainey (503) 708-4878
- C. ID Sculpture: John Ryan (970) 641-1747 ex. 7107
- D. Highwire / Kompan: Shon Frostad (253) 278-3804
- E. The Fibar Group (914) 273-8770

2.2 PLAYGROUND EQUIPMENT

- A. Landscape Structures
 - 1. Rhapsody Kettle Drum, model #214445, color TBD
 - 2. Mushroom Stepper, sizes as indicated on drawings
 - 3. Log Stepper, sizes as indicated on drawings
 - 4. Log Crawl Tunnel
 - 5. Log Balance Beam
- B. GameTime
 - 1. Solo Spinner
- C. ID Sculpture
 - 1. Erosion Boulder, approximately 8'x12'-10"x9' tall GFRC concrete with structural foam
- D. Kompan
 - 1. Swing – 8' height, 1 shell seat. Model # KSW92007

2.3 PLAYGROUND SURFACING

- A. Surfacing Material: Fibar Engineered Wood Fiber Playground Safety Surfacing by The Fibar Group LLC.
 - 1. Or approved equal.
- B. Geotextile Weed Barrier Fabric: Nonwoven geotextile fabric, 55 mils thick, with a tested 170 gallons per square foot per minute permeability.

- C. Drain Rock and Drain Pipe: See civil engineer drawings for layout and connection to dry well.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine surfaces or conditions where Site Furnishings are to be erected. Notify the Owner's Representative of any conditions detrimental to the proper and timely completion of the work. Do not proceed with installation until unsatisfactory conditions have been corrected and are acceptable to the installer.

3.2 INSTALLATION

- A. Install a 6-foot high panelized chainlink fence around play area prior to play equipment being installed and leave fence up until play equipment has been fully installed. The panels shall be attached to one another and locked at one end.
- B. Excavate area to depths required, grade and compact subgrade, sloping surface 1 percent minimum to insure proper subdrainage.
- C. Install play area curbs and fluctuation ramp as detailed. Contractor to survey curbing after installation and prior to play equipment footing installation to ensure proper safety boundaries for the play equipment.
- D. Install play equipment and concrete footings per manufacturer's instructions and as indicated on approved Shop Drawings. Stake out locations of playground equipment for approval by Owner's Representative prior to initiating installation.
- E. Install drainage pipe and cleanouts per civil and landscape drawings.
- F. Install geotech fabric. Cover subgrade with geotextile fabric. Overlap all seams a minimum of 3-inches and secure the fabric rings with pliers every one to two inches. It will be necessary to slit the fabric to fit around equipment uprights. Where possible, overlap all slits with next piece of fabric. Install drainrock and wrap with geotextile fabric as indicated.
- G. Place warning labels on uprights as recommended by manufacturer.
- H. Install the engineered wood fiber to the proper depth. Spread material manually. Initially the surface material will be several inches above grade until it compacts. Use compactor to achieve uniform accessible surface.
- I. Rake surface for uniform appearance. Rake again two weeks following installation.

3.3 FOOTINGS

- A. Unless specified otherwise by manufacturer, comply with the following:

1. Excavate for concrete footing to neat, clean lines in undisturbed soil. Provide forms in unstable soil conditions.
2. Footings shall be sized and installed, including reinforcement as recommended by manufacturer.
3. Top of footing in unpaved areas: 1-inch above finish grade. Slope toward edge of footing to prevent water pooling.

3.4 CLEAN-UP

- A. Use all means necessary to protect the materials of this section before, during and after installation and to protect installed work and materials of other trades.
- B. Clean up excess materials and debris from project site upon completion of work or sooner if directed.
- C. Leave in a neat and tidy condition daily.

END OF SECTION

SECTION II A
BID PROPOSAL AND BID SCHEDULE

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

From:

Paul Brothers Inc
 Bidder (Company Name)
860 SE Revenue Rd
 Address
Boring OR 97009
 City, State & Zip
503-663-1220
 Telephone

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

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

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

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

The undersigned hereby represents as follows:

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

The undersigned agrees that, if awarded the contract, s/he will commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed and that the project shall be complete within 120 days from the Beginning of Contract Time as identified in 00180.50(c). Work within the Natural Resource Overlay District (NROD) shall be completed between June 1st and August 31st. All permits, with the exception of Trade Permits, will have been acquired by the date of the Notice to Proceed.

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

Lump Sum Base Bid (all work)

\$ 986,105.60
(numeric figures only)

Filbert Run Park Bid Sheet				
	Quantity	Unit	Cost/Unit	Cost
Mobilization	1	ls	98,000.	98,000.
Site Clearing and Tree Removal	1	ls	44,500.	44,500.
Erosion Control	1	ls	9300.	9300.
Tree Protection and Transplanting	1	ls	18,500.	18,500.
Landscape Grading	34,000	sf	1.61	54,740.
Rock Removal	20	ton	105.00	2100.
Seeding	1	ls	14,800.	14,800.
Trees, Shrubs and Groundcover	1	ls	9650.	9650.
Irrigation	1	ls	56,300.	56,300.
Pedestrian Bridge	1	ls	67,000.	67,000.
Permeable Concrete Paving	11,365	sf	16.64	189,113.60
Concrete Curbs	248	lf	66.50	16,492.00
Asphalt Paving	200	sf	18.75	3750.00
Site Furnishings	1	ls	37,950.	37,950.
Play Equipment and Surfacing	1	ls	108,000.	108,000.
Shelter Installation	1	ls	26,600.	26,600.

Drainage	1	ls	15,900.	15,900.
Utilities	1	ls	15,650.	15,650.
Electrical	1	ls	197,760.	197,760.
TOTAL BASE BID			986,105.60	986,105.60
ALTERNATE				
Drinking Fountain and San. Sewer	1	ls	27,420.	27,420
ADDITIONAL				
Rock Excavation/Haul Off	per	ton	200.00	
Miscellaneous Concrete	1	LS	2450.00	

Accompanying this Proposal is a bid bond, for the sum of 10% of bid, payable to the City of Oregon City, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Proposal is accepted by the City of Oregon City and the undersigned fails to execute a satisfactory contract and bond as stated in the Advertisement within ten (10) calendar days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Proposal shall be considered null and void, and the bid security accompanying this Proposal shall be forfeited to and become the property of the City of Oregon City. If the bid is not accepted, the bid security accompanying this Proposal shall be returned to the undersigned.

Dated this 8th day of June, 2021.

Name of Bidder: Paul Brothers Inc

Address of Bidder: 8601 SE Revenue Rd; Boring OR 97009

Facsimile Number: 503-663-7208

Telephone Number: 503-663-1220

Bidder E-Mail Address: ppaul@paulbrothersinc.com

Name of Authorized Agent: Peggy Paul

Signature of Authorized Agent: Peggy Paul

Title of Authorized Agent: President

Bidder's Taxpayer I.D. Number: 93-0568993

CCB Number: 64461 Expiration Date: 1/12/2022

SECTION II B
ADDENDA ACKNOWLEDGEMENT

I/We have received the following Addenda:

None _____

1. #1 6/4/2021
2. _____
3. _____
4. _____
5. _____

Date 6/8/2021

Signature of Bidder *Reginald*

Title President

Business Name Paul Brothers Inc

SECTION II C
COMPLIANCE WITH ORS 279C.840

COMPLIANCE WITH ORS 279C.840 (PREVAILING WAGES)

PREVAILING WAGES

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

Date 6/8/2021

Signature of Bidder *Reginald*

Title President

Business Name Paul Brothers Inc

SECTION II D
RESIDENT BIDDER STATUS (ORS 279A.120)

RESIDENT BIDDER STATUS

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

☒ Resident Bidder

☐ Nonresident Bidder

Date

6/8/2021

Signature of Bidder

Resident

Title

Resident

Business Name

Paul Brothers Inc

SECTION II E
CERTIFICATION OF DRUG TESTING PROGRAM

DRUG TESTING PROGRAM

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

Date

6/8/2021

Signature of Bidder

Resident

Title

Resident

Business Name

Paul Brothers Inc

SECTION II F
NON-COLLUSION STATEMENT

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

Signature of Authorized Agent Peggy Paul
 Printed Name Peggy Paul
 Title President
 Company Paul Brothers Inc
 Date 6/8/2021

SECTION II G
ASBESTOS CERTIFICATION – NOT USED

ASBESTOS REMOVAL

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

☐ Is licensed ☒ Is not licensed

Signature of Authorized Agent Peggy Paul
 Printed Name Peggy Paul
 Title President
 Company Paul Brothers Inc
 Date 6/8/2021

SECTION II H
REGISTRATIONS

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

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

Date 6/8/2021
 Signature of Bidder [Signature]
 Title President
 Contractor Name Paul Brothers Inc
 Contractor CCB # 64461
 Landscaping Subcontractor Paul Brothers Inc
 Subcontractor LCB # 5337

SECTION II I
BUSINESS LICENSES (OCMC 05.04)

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

Contractor Name Paul Brothers Inc
 Oregon City Business License No. _____
 Metro Business License No.* 5516 10/1/2021

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

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

Signature of Bidder [Signature]
 Title President

*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.

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

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

Date 6/8/2021

Signature of Bidder [Signature]

Title President

Contractor Name Paul Brothers Inc

SECTION II K**CERTIFICATION OF COMPLIANCE WITH TAX LAW**

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

Date 6/8/2021

Signature of Bidder [Signature]

Title President

Contractor Name Paul Brothers Inc

SECTION II L**STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS**

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

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

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

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

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

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

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Note to Contractors who are not the low bidder:

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

STATE OF OREGON
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS 279C.370, the dollar value of the subcontract and the category of work that the subcontractor will be performing.

Enter "NONE" if there are no subcontractors that need to be disclosed.
 (ATTACH ADDITIONAL SHEETS IF NEEDED)

Project Name: Filbert Run Park

Bid Closing Date: June 1, 2021 June 8 **Time:** 2 p.m.

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name LM Construction	\$ 137,545.00	Pervious Concrete
Name Northstar Electric	\$ 164,800.	Electrical
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	

**Failure to submit this form within two hours after the bid opening will result in a non-responsive bid.
 A non-responsive bid will not be considered for award.**

Form submitted by (Bidder Name): Paul Brothers Inc

Contact Name: Peggy Paul Phone No.: 503-663-1220

SECTION II M**BID BOND**

Know all persons by these presents, that Paul Brothers, Inc. hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America a corporation or partnership duly organized under the laws of the State of Connecticut, having its principal place of business at One Tower Square, Hartford, CT 06183, and authorized to do business in the State of Oregon as SURETY, are held and firmly bound unto the City of Oregon City, hereinafter called the OBLIGEE in the penal sum of Ten Percent (10%) of the Total Amount Bid Dollars (\$ ---- 10% ----) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the PRINCIPAL herein is herewith submitting his/her or its Bid Proposal for **Filbert Run Park** said Bid Proposal, by reference thereto, being hereby made a part hereof.

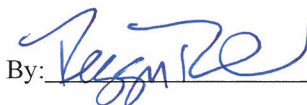
Now, therefore, if the said Bid Proposal, submitted by the said PRINCIPAL, is accepted, the Contract awarded to the PRINCIPAL, and if the said PRINCIPAL shall execute the proposed contract and shall furnish such Performance and Payment Bond as required by the Bidding and Contract documents within the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

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

Signed and sealed this 8th Day of June, 2021.

Paul Brothers, Inc.

Principal

By: 

Travelers Casualty and Surety Company of America

Counter Signed:

N/A

Resident Agent


Attorney -in-Fact, Nicholas A Fredrickson

Phone 425-709-3600

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



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

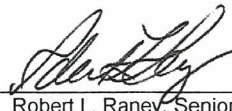
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

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



State of Connecticut

City of Hartford ss.

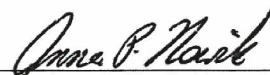
By: 
 Robert L. Raney, Senior Vice President

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

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

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




 Anna P. Nowik, Notary Public

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

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

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

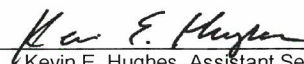
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **8** day of **June**, 2021




 Kevin E. Hughes, Assistant Secretary

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

SECTION II N
CUSTOMER SERVICE ACKNOWLEDGMENT FORM

Project Name: Filbert Run Park

Bid Closing: Date: June 8, 2021 / Time: 2:00 PM

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

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

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

Deegette
Signature of Bidder

President
Title

Paul Brothers Inc
Name of Firm

6/8/2021
Date

SECTION II O
QUALIFICATION OF BIDDER

Project: Filbert Run Park

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

Reggie Paul, President; Scott Paul, Vice President

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

Contractor Name: Paul Brothers Inc

Business Address: 8601 SE Revenue Rd; Boring OR 97009

Phone Number: 503-663-1220 Fax Number: 503-663-7208

QUALIFYING EXPERIENCE
(3 Comparable Projects in the Past 10 Years)

<u>Project Name</u>	<u>Cost</u>	<u>Location</u>	<u>Owner/Owner Contact/Phone/Fax</u>
---------------------	-------------	-----------------	--------------------------------------

1. Please see attached

2. _____

3. _____

(Additional) _____

(Additional) _____

Signature of Bidder: [Signature]

Highlight of recent projects 2010-2021

Paul Brothers, Inc. 8601 SE Revenue Rd; Boring, OR 97009 503-663-1220; 503-663-7208

WBE/ESB #10685

www.paulbrothersinc.com

Travelers Surety of America has bonded Paul Bros., Inc. for over 15 years on all public works projects

No Liquidated Damages have been levied against Paul Brothers on any projects over several decades of doing business

+Indicates COBID or OMWESB certified firms used as subcontractors/suppliers on the project from most recent years

OWNER/MUNICIPALITY	PROJECT	SCOPE	SIZE	COMPLETED
City of Tualatin 18880 SW Martinazzi ave Tualatin, OR 97062 Rich Mueller; rmueller@tualatin.gov ; 503-691-3064	Tualatin Commons Fountain	Demo, site work, electrical, concrete, utilities, fountain, landscaping, irrigation	#288, 032.00	Under construction
City of Portland – Parks and Recreation 1120 SW 5th Ave, Suite 1302 Portland, OR 97204 Gary Datka; gary.datka@portlandoregon.gov ; 971-288-9230	Gabriel Park	Demo, site work, grading, utilities, stormwater/swale, concrete, paving, electrical, masonry, site furnishings, surfacing, restroom, playground, metal fabrication, landscaping, irrigation	\$2,785,180.00	Under construction
City of Oregon City 625 Center St Oregon City, OR 97045 Denise Conrad; dconrad@orciv.org Ben Johnson, Greenworks benj@greenworkspc.com	DC Latourette Park	Demo, grading, utilities, concrete, sport court, masonry, metal fab, furnishings, nature play, landscaping	\$650,000.00	May 2021
Tualatin Hills Parks and Recreation 15707 SW Walker Rd Beaverton, OR 97006 Matt Klimartin mklmartin@thprd.org 503-614-4010	Somerses West Park	Demo, grading, utilities, concrete, paving, play equipment, surfacing, log structures, fencing, landscaping, irrigation	\$1,100,000.00	March 2021
GC: Banlin Construction Clackamas County Childrens Comm Head Start 16518 SE River Road Milwaukie, OR	Head Start – new Playground	Grading, utilities, log structures, slide, drinking fountain, plantings and irrigation	\$290,000.00	August 2020
City of Lake Oswego 13600 SW Atwater Rd Lake Oswego, OR 97034 Bruce Powers; bpowers@ci.lakeoswego.or.us 503-669-6575	Woodmont Natural Park	New park/trails including tree demo, grading, utilities, right-of-way work, asphalt, trails, decomposed granite, site furnishings, signs, fencing, art elements, irrigation and plantings	\$1.2 million	November 2020

MEIRO 600 N Grand Ave Portland, OR Kristin Solomon; kristin.solomon@oregonmetro.gov	Newell Creek Canyon Day Use	Demo, grading, erosion, porous asphalt, porous concrete, site furnishings, restroom, masonry, electrical, landscape, irrigation	\$967,000.00	October 2020
Portland Public Schools 501 N Dixon St Portland, OR Steven Smith; ssmith7@pps.net ; 503-916-3460	Sitton Elementary Playground Bridger Elementary	Demo, site work, playground installation, site remediation	\$39,000.00 \$60,000.00	June 2020 March 2021
Mt Hood Village RV Park Sub to Goodfellow Bros Adam Weiner; 503-473-0719	Mt Hood Village RV Landscaping	Landscape, irrigation, fine grading	\$499,000.00	June 2020
City of Gresham Eastman Parkway – Gresham City Hall Mike Green; Michael.green@greshamoregon.gov ; 503-618-2492	Mayor Charles Becker Park	Site work, grading, utilities, concrete, electrical, masonry, fencing, furnishings, structures, sport court, landscaping, irrigation	\$1,152,000.00	February 2020
City of Portland – Parks and Recreation 1120 SW 5 th Ave, Suite 1302 Portland, OR 97204 Gary Datka; gary.datka@portlandoregon.gov ; 971-288-9230	Lynchview Park <i>(newly named: Verdell Burdine Rutherford Pk)</i>	Demo, site work, grading, utilities, street work/ROW, stormwater/swale, concrete, paving, electrical, masonry, site furnishings, surfacing, structure, playground, metal fabrication, landscaping, irrigation	\$2,335,400.00	February 2020
Gresham Barlow SD 1331 NW Eastman Parkway Gresham, OR 97030 Mike Levesque, Lease Crutcher Lewis Trevor Deluca, Bremik Construction Jeff Scott, Bremik Construction	Sam Barlow High School (sub to Lease Crutcher) N Gresham Elem School (sub to Bremik) Hall Elementary (sub to Bremik)	Site work, fine grading, landscaping, irrigation, stormwater swales	\$498,000.00 \$394,000.00 \$175,000.00	Fall 2019 Fall 2019 Winter 2020
World Forestry Center 4033 SW Canyon Rd Portland, OR 97221 Chuck Wiley; cwiley@worldforestry.org	Miller Grandchildren Garden Project	Site demo, earthwork, grading, utilities, pavers, concrete, fencing, structures, electrical, landscaping, irrigation	\$410,000.00	April 2019
Steelhammer Investment Properties 61855 Dunbar Ct Bend, OR 97702 Geoff Steelhammer; gsteelhammer@me.com	Steelhammer Site Development Project	Demo, earthwork, grading, street work/ROW, concrete, utilities, stormwater swales, paving, masonry, metal fab, striping, landscaping and irrigation	\$660,000.00	April 2019
City of Wilsonville 29799 SW Town Center Loop East Wilsonville, OR 97070 Kerry Rappold; 503-570-1570 rappold@ci.wilsonville.or.us	Community Garden Parking Lot Renovation	Demo, earthwork, grading, utilities, stormwater, electrical, concrete, bridge, paving, striping, stormwater swale, landscaping, irrigation	\$765,000.00	April 2019

West Linn School District/Ross Recreation 5464 West "A" Street West Linn, OR 97068 Ben Stanford, Ross Rec; 503.432.8950	Cedar oak Playground	Playground demo, earthwork, installation, asphalt path, site restoration	\$40,000	September 2018
TriMet 1800 SW First Avenue Portland, OR 97201 Tim Potts 503-962-2135; pottst@trimet.org	Boise Parking Lot and Landscaping	Demo, earthwork, grading, utilities, electrical, concrete, fencing, gates, masonry, paving, striping, signage, landscaping, irrigation	\$670,000.00	November 2018
Tualatin Valley Parks and Recreation 15707 SW Walker Road Beaverton, OR 97006 Jerry Burgess; jburgess@thprd.org ;	Hazel Dale Park Parking Lot and Playground Renovation	Demo, earthwork, grading, utilities, asphalt, concrete, site furnishings, playground, irrigation	\$420,000.00	October 2018
Hillsboro Parks and Recreation 123 W. Main Street, Suite 250 Hillsboro, OR 97123 Maria Rosa Davila Bores; 503-681-5319 Maria.davilabores@hillsboro-oregon.gov	Walnut Park Renovation	Earthwork, utilities, concrete, restroom building, shelters, irrigation, landscaping	\$290,000.00	August 2018
Bremik Construction 1026 SE Stark St Portland, OR 97214 Ben Carlson; Susan Castner 503-688-1000	Troutdale Elementary and North Gresham Elementary Landscape	Subcontractor – site work, fine grading, site furnishings, landscaping, irrigation	\$210,000.00 \$425,000.00	September 2018 September 2019
City of West Linn 22500 Salamo Rd West Linn, OR Ken Worcester; 503-742-6049	White Oak – Savanna Nature Playscape	CM/GC – design and build trails and play structures. Grading, haul, masonry, paving, structures, surfacing	\$50,000.00 Preconstruction	June 2018
City of Portland – Parks and Recreation 1120 SW 5th Ave, Suite 1302 Portland, OR 97204 Travis Ruybal; travis.ruybal@portlandoregon.gov	Spring Garden Park and Local Improvement District (24% total DMWESB)	Grading, utilities, concrete, masonry, water feature, playground, surfacing, furnishings, structures, landscaping, irrigation	\$3.1 million	June 2018
West Linn/Wilsonville SD <i>Subcontract K&E Excavating</i> Jay Johnson, PE 503-399-4833; jay@keex.net	Meridian MS ROW Improvements	Landscaping, irrigation	\$135,000.00	August 2017
City of Portland – Parks and Recreation 1120 SW 5th Ave, Suite 1302 Portland, OR 97204 Lisa Tyler, RLA 503-823-5116; lisa.tyler@portlandoregon.gov	Williamette Park Improvements+ (20% total DMWESB)	Demo, grading, utilities, traffic control, concrete, paving, buildings, electrical, striping, site furnishings, masonry, metal fab, landscaping, irrigation	\$960,000.00	September 2017
ODOT – Region 1 Beaverton Managers Office 6000 SW Raab Rd Portland, OR 97221 Justin Brandon 971-673-5220; justin.brandon@odot.state.or.us	Hwy 26-Glencoe Rd Landscape	Landscape grading, planting, temporary irrigation, maintenance	\$90,000.00	April 2017

City of Sherwood 15527 SW Willamette St Sherwood, OR 97140 Darren Caniparoli, Supervisor 503-925-2334; caniparoliD@sherwoodoregon.gov	Woodhaven Park Phase 2 +	Grading, excavation, underground utilities, concrete, paving, electrical, restroom, bridge, site furnishings, landscaping, irrigation	\$774,000.00	Dec 2016
Port of Ridgefield – Anderson Environmental <i>Subcontract to AEC</i> Justin Krueger, Superintendent, AEC 360-846-8551; justink@aecilc.net	Off-Property Landscape Restoration	Soil placement, landscaping, irrigation, planting	\$600,000.00/ \$350,000 part II	Dec 2016/ July 2017
Oregon Parks and Recreation 725 Summer St, NE, Suite C Salem, OR 97301-1271 Scott Stewart: 541-388-6390	Tryon Creek Nature Parking Lot Renovation +	Demolition, haul off, grading, concrete, asphalt, permeable pavers, landscaping	\$250,000.00	August 2016
City of Camas 616 NE 4 th Ave Camas, WA 98607 Antia Ashton, Eng III; 360-817-7231 aashton@cityofcamas.us	Coopers View Park+	Grading, excavation, utilities, concrete, paving, site furnishings, seeding, irrigation, landscaping	\$417,000.00	September 2016
City of LaPine 16345 6 th St LaPine, OR 97739 Eric Huffman, PE; BECON; 541-633-3140; ehuffman@beconenq.com	Hwy 97 and 1 st St Landscaping/Irrigation	Utilities, electrical, irrigation, landscaping	\$119,000.00	May 2016
City of Renton 1055 S Grady Way, 6 th Floor Renton, WA 98057 Todd Black, PLA; 425-4330-6571; tblack@rentonwa.gov	Meadow Crest Park	Grading, furnishings, concrete, play equipment, irrigation, landscaping	\$199,500.00	July 2016
Ever Fresh Fruit Company <i>Subcontract to Todd Construction</i> Anna Todd, Project Manager 503-620-7652; atodd@toddconstruction.com	Ever Fresh Fruit- Landscaping	Landscaping and irrigation	\$50,000.00	Summer 2016
City of Sammamish – Parks and Recreation 801 228 th Ave, SE Sammamish, WA 98075 Kelley Hilde, Parks Manager 425-295-0582; khilde@Sammamish.us	Big Rock Park +	Clearing, grading, aggregate, concrete, stone masonry, paving, site furnishings, irrigation, seeding, landscaping	\$570,000.00	Feb 2016
Puyallup School District 323-12 th Street Puyallup, WA 98371 Mike Meadows, Director Construction 253-435-6622; meadowme@puyallup.k12.wa.us	Sparks Stadium – Grass Field	Clearing, grading, soil prep, sod, utilities, electrical, irrigation, fencing	\$413,000.00	Feb 2016

City of Tukwila –Parks and Recreation 12424 42 nd Ave, S Tukwila, WA 98168 Dave Johnson, Project Engineer 206-767-2308; dave.johnson@tukwila.wa.gov	Duwamish Hill Preserve Phase 2 +	Clearing, grubbing, grading, trails, fencing, irrigation, seeding, plantings, naturalization	\$564,170.00	Jan 2016
Seattle Housing Authority 190 Queen Anne Ave, N Seattle, WA 98028 Brent Palmason, Project Mgr; 206-615-3558 brent.palmason@seattlehousing.org	Rainier Vista Block 33 Park +	Clearing, grubbing, grading, aggregate, concrete, electrical, site furnishings, irrigation, landscaping	\$369,900.00	Nov 2015
Hamilton Construction/Bend Parks and Rec PO Box 659 Springfield, OR 97477 541-746-2426; 541-746-7635 Evan Stuart; estuartham@hamil.com	Colorado Dam-Safe Passage Project +	In-water work; plantings; irrigation; sod placement; landscape grading (PBI was subcontractor)	\$145,000.00	Summer 2015
ODOT-Region 1 3700 SE 92 nd Portland, OR 97266 Marty Ebner, Project Coordinator 503-731-3190; martin.jebner@odot.or.state.us	I-5: SW Iowa Street Viaduct Br-Phase 3 +	Traffic control, clearing/grubbing, seeding, planting, irrigation, site restoration	\$301,500.00	Spring 2015
Water Environment Services-Clack Cnty District 1 2051 Kaen Rd Oregon City, OR 97045 Gail Shaloun, WES, 503-742-4567; gshaloun@clackamas.us	Kellogg Creek Water Pollution Control Plant- Landscaping Improve	Erosion, earthwork, tree removal, design/build irrigation, planting, fencing, restoration	\$205,000.00	Spring 2015
Port of Ridgefield 111 W. Division Ridgefield, WA Curtis Riley, MLA 541-510-3200 criley@maulfoster.com	Carty Lake-Lake River Landscape Remediation +	Erosion, earthwork, seeding, extensive wetland planting, wildlife fencing, irrigation, plantings	\$579,000.00	Fall 2015
City of Monmouth 151 Main Street W Monmouth, OR 97361 Russell Cooper rcoper@ci.monmouth.or.us ; 503-838-2173 Marina Warren, Cameron McCarthy 541-485-7385; marina@cameromccarthy.com	Madrona Park	Earthwork, erosion, drainage, asphalt, concrete, building, site furnishings, irrigation, landscaping	\$467,720.00	Fall 2014
Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 Peter Foster 503-629-6305 x 2734 pfoster@thprd.org Chuck Gregory, AKS; cgaregory@aks.com	Howard M Terpenning ADA Parking Lot Improvements +	Earthwork, erosion, drainage, storm, water, asphalt, concrete, electrical, irrigation, landscaping AB, ACP, REIN, EART, ELEC, LS, MHA, PCP,	\$678,900.00	Winter 2015

Bend Parks and Recreation 799 SW Columbia Street Bend, OR 97702 Brian Hudspeth 541-389-7275 brian@bendparksandrec.org	Pine Nursery/Ponderosa Parks +	Erosion, concrete, fencing, irrigation, landscaping, seeding AB, ACP, EART, LS, MHA, PCP, TTC	\$547,951.00	Fall 2014
City of Shoreline 17500 Midvale Ave., N. Shoreline, WA 98133 Paul Laine 206-801-2700 plaine@shorelinewa.org	Greenworks 2014	Erosion, porous asphalt, concrete, seeding, rocky, landscape AB, ACP, REIN, EART, LS, PCP, TTC	\$117,000.00	Summer 2014
Clean Water Services 2550 SW Hillsboro Hwy Hillsboro, OR 97123 Jadene T Stensland 503-681-3662 stenslandj@cleanwaterservices.org	Cedar Mill Falls Stormwater Swale	Erosion control, earthwork, Storm water, drainage, woody debris, plantings, fencing	\$136,900.00	Winter 2014
Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 Tim Bonnin 503-629-6305 x 2737, 503-629-6307 tbonnon@thprd.org	Barsotti Park +	Earthwork, drainage, storm, paving, athletic field and court, concrete, site furnishings, electrical, irrigation, fencing, landscaping AB, ACP, EART, LS, MHA, PAVE, PCP	\$857,314.00	Late fall 2013
City of Sandy 39250 Pioneer Blvd Sandy, OR 97055 Nancy Enabnit 503-489-2157, 503-668-5891 nenabnit@cityofsandy.com	Bornstedt Park	Earthwork, drainage, storm, concrete, site furnishings, splash pad, fencing, irrigation and landscaping AB, ACP, EART, LS, MHA, PAVE, PCP	\$534,700.00	Late fall 2013
City of Seattle- Parks and Recreation 800 Maynard Ave., S., Suite 300 Seattle, WA 98134 Kim Baldwin, Sr Manager 206-684-8614; kim.baldwin@seattle.gov <i>DBE Goal: 30% - attempting</i>	Maple Leaf Reservoir Park Development +	Earthwork, drainage, storm, paving, structures, athletic fields and courts, concrete, extensive site furnishings, artwork, electrical, asphalt, irrigation, landscaping AB, ACP, BLD, EART, LS, MHA, PAVE, PCP, TTC	\$3,048,900.00	Late fall 2013
City of Gervais 524 Fourth St; PO Box 329 Gervais, OR 97026 Kurt Lango; Lango-Hansen Architect 503-295-2437 kurt@lango-hansen.com	Black Walnut Park	Earthwork, drainage, concrete, fencing, restroom, shelter, splash pad, landscaping, irrigation, site furnishings AB, ACP, BLD, EART, ELEC, LS, MHA, PCP, SIGN	\$592,460.00	Winter 2013
Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 David Lewis 503-629-6305; 503-629-6307 dlewis@thprd.org	The Bluffs Park	Earthwork, drainage, paving, landscaping, site furnishings AB, ACP, EART, PAVE	\$244,635.00	Winter 2013

City of Salem - Public Works Department 555 Liberty St, Room 325 Salem, OR 97301 Andy Groh 503-588-6211; 503-588-6025 agroh@cityofsalem.net	Hoodview Park	Earthwork, drainage, paving, fencing, concrete, play equipment, irrigation, landscaping AB, ACP, EART, LS, MHA, PAVE, PCP, SIGN	\$631,432.99	Winter 2013
Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 Gery Keck 503-629-6305; 503-629-6307 gkeck@thprd.org	Evelyn Schiffer Park	Earthwork, drainage, storm, paving, buildings, electrical, concrete, skate park, athletic fields/courts, site furnishings, irrigation, landscaping AB, ACP, REIN, EART, ELEC, LS, MHA, PAVE, PCP	\$1,796,000.00	Winter 2013
Clackamas County - Business Development 150 Beaver Creek Rd Oregon City, OR 97045 Dennis Everson 503-742-4400; 503-841-3265 denniseverson@msn.com	Boring Station Trailhead Park	Earthwork, drainage, storm, irrigation, paving, building, electrical, plumbing, site furnishings, concrete, landscaping AB, ACP, BLD, EART, ELEC, LS, MHA, PAVE, PCP, SIGN, TTC	\$727,629.00	Spring 2012
Tualatin Hills Parks and Recreation 15707 SW Walker Rd Beaverton, OR 97006 Rene Brucker 503-645-6433; rbrucker@thprd.org	Camille Park Improvements	Earthwork, paving, boardwalk, bridge, asphalt, play structures, landscaping AB, ACP, REIN, EART, LS, MHA, PAVE, PCP	\$375,000.00	Winter 2012
City of Seattle, Dept of Parks and Rec 800 Maynard Ave., S., 3 rd floor Seattle, WA 98134 Kim Baldwin - kim.baldwin@seattle.gov	Crown Hill Elementary Park	Earthwork, utilities, sewer, skate park, park improvements, ball fields, asphalt, irrigation and landscaping AB, ACP, REIN, EART, ELEC, LS, MHA, APVE, PCP	\$672,791.00	Winter 2012
City of Redmond 15670 NE 85 th St Redmond, WA 98073 John Mork 425-556-2713 jemork@redmond.gov	Bear Creek Park - Water Quality Facility	Erosion, in-water work, porous asphalt, wetland plantings, woody debris, fencing, drainage, rock wall, landscaping AB, ACP, EART, LS, MHA, PAVE, SIGN	\$403,700.00	Fall 2011
City of Shoreline 17500 Midvale Ave., N. Shoreline, WA 98133 Paul Laine 206-801-2700	Green Street Demonstration Project and Greenworks 2011 Project	erosion, porous asphalt, concrete, mulch, seeding, rocky, landscape AB, ACP, REIN, EART, LS, PCP, TTC	\$239,700.00; \$198,815.00	Winter 2011; Spring 2011
ODOT c/o City of Gresham ** # 14273 1333 NW Eastman Pkway Gresham, OR 97030 Jay McCoy 503-618-2525	Springwater Trailhead @ Main City Park	erosion, traffic control, signage, drainage, concrete, asphalt, electrical, landscape AB, ACP, EART, ELEC, LS, FAVE, PCP, TTC, ELEC	\$227,497.00	Winter 2011
Lake Washington SD PO Box 97039 Redmond, WA 98073 Mitch Romero 425-702-3411	Ballfield Improvement Project	erosion, earthwork, concrete irrigation, seeding, fencing, site furnishings AB, EART, LS, MHA, PCP	\$506,671.00	Summer 2010

Seattle Public Utilities 700 5th Avenue Seattle, WA 98124 Dennis Hess 206-684-5692	Ballard Roadside Raingarden	erosion, traffic control, earthwork, concrete, asphalt, wiers, planting AB, ACP, EART, LS, MHA, PAVE, PCP, SIGN, TTC	\$512,529.00	Fall 2010
ODOT - Philomath ** #14111 3700 SW Philomath Blvd Corvallis, OR 97333 Brady Pauls 541-757-4104	OR 34/US20: Newton Creek - Jade Place	erosion, traffic control, irrigation, planting LS, TTC, PCP	\$185,764.00	Summer 2010
Hillsboro SD - Facilities/Planning 4901SE Witch Hazel Rd Hillsboro, OR 97123 Rick Yeo Cornerstone Mgt 503-487-7445	JB Thomas Park Phase III	earthwork, street work, traffic control, asphalt, concrete, paving, fencing, irrigation, site furnishing AB, ACP, REIN, EART, LS, MHA, PAVE, PCP, TTC	\$969,359.00	Fall 2010
City of Shoreline 17544 Midvale Avenue., N Shoreline, WA 98133 John Vicente 206-546-0791	Hamlin Park	earthwork, electrical, paving, buildings, landscaping, asphalt, concrete AB, ACP, EART, ELEC, LS, MHA, BLD, PCP	\$980,960.00	Summer 2010
Clark County 1300 Franklin St PO Box 5000 Vancouver, WA 98666 Glen Bedell 360-397-6118	Lakeshore and Tiger Tree Parks	earthwork, asphalt, concrete, park improvements, landscaping, irrigation AB, ACP, EART, LS, MHA, PCP	\$734,101.00	Winter 2010
West Valley School District 8902 Zier Rd Yakima, WA 98908 Tom Fleming 509-972-6000	West Valley Middle School Fields Improve.	earthwork, utilities, storm, asphalt, concrete, seeding, site furnishings, landscaping, irrigation AG, ACP, BLD, LS, MHA, PCP, PAVE	\$668,340.00	Summer 2009
Clean Water Services 16060 SW 85th Avenue Tigard, OR 97224 Dennis Kramer 503-547-8175	Durham Facility 2008 Landscape	irrigation, landscape, erosion, misc grading EART, LS	265,032.98	Winter 2009
City of Bothell 9654 NE 182nd Bothell, WA 98011 Joseph Celano 425-489-3384	Centennial Park	earthwork, utilities, sewer, water, asphalt, concrete, park improvements, building, landscaping, wetland planting AG, ACP, BLD, EART, LS, PAI, PAVE, SIGN	\$1,152,402.00	Summer 2009
METRO Parks and Greenspaces 600 NE Grand Ave Portland, OR 97232 Lydia Neil 503-797-1830	Cooper Mtn Nature Park	earthwork, storm/septic, concrete, buildings, asphalt, site furnishings, boardwalk AG, ACP, BLD, EART, ELEC, LS, MHA, REIN, PAI, SIGN	\$1,922,634.00	Summer 2009
City of Seattle Parks and Recreation c/o: Sitework Landscape 1927 Post Alley Seattle, WA 98101 Jim Keller 206-285-3026	Madison Park	earthwork, storm sewer, concrete paving, landscape, irrigation, masonry, signage, furnishings AG, ACP, REIN, EART, LS, SIGN, PCP	\$651,222.00	Fall 2008



Oregon

Kate Brown, Governor

Department of Transportation
ODOT Procurement Office - Construction
 3930 Fairview Industrial Drive SE, MS#2-2
 Salem OR, 97302-1122
 Phone: (503) 986-2710

September 24, 2020

PAUL BROTHERS INC
 PEGGY PAUL
 8601 SE REVENUE RD
 BORING, OR 97009

Your prequalification application has been approved. This prequalification pertains only to the submission of bid proposals and does not cover your financial ability.

Your bids will be considered responsive on ODOT projects on or after: **October 01, 2020**

Your prequalification application is valid through: **September 30, 2022**

Your vendor number is: **CV20011205**

Work Classifications:

(AB)-AGGREGATE BASE

(BLD1)-BUILDINGS

(LS)-LANDSCAPING

(PAVE)-PAVEMENT MARKINGS

(REIN)-BRIDGES AND STRUCTURES

(TTC)-TEMPORARY TRAFFIC CONTROL

(ACP)-ASPHALT CONCRETE PAVING AND OILING

(EART)-EARTHWORK AND DRAINAGE

(MHA)-MISC. HIGHWAY APPURTENANCES

(PCP)-PORTLAND CEMENT CONCRETE PAVING

(SIGN)-SIGNING (PERMANENT)

Applicants must update their prequalification application with ODOT when information changes. An addendum change form and instructions are available on our Bid and Award Information website at:

https://www.oregon.gov/ODOT/Business/Procurement/Pages/Bid_Award.aspx

This prequalification application covers Oregon Department of Transportation projects that are advertised on the ODOT Procurement Office - Construction Contract Unit website:

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/NTC.aspx>

This prequalification application does not cover Oregon Department of Transportation projects advertised in ORPIN (Oregon Procurement Information Network) which may be posted on our website.

ODOT eBIDS provides free downloading of plans and specifications and related bid documents. You will need to self register as a holder of bidding plans in order for your bid to be responsive for each project for which you submit a bid.

<https://ecm.odot.state.or.us/cf/EBIDS/>

If you wish to appeal any of the conditions of this prequalification you must notify this office in writing in accordance with ORS 279C.445 and ORS 279C.450 within three business days after receipt of this notice.

Sarika Ramakrishnan

Oregon Department of Transportation
 Procurement Office - Construction Contracts Unit, MS# 2-2
 3930 Fairview Industrial Drive SE
 Phone: 503-986-2710 Fax: 503-986-6910
ODOTProcurementOfficeConstruction@odot.state.or.us

June 8, 2021

Kendall Reid
Community Services Director
City of Oregon City
PO Box 3040
625 Center Street
Oregon City, Oregon 97045

RE: Filbert Run Park Contractor Award Letter

Dear Kendall,

The opening of the contractor bids for Filbert Run Park took place on June 8, 2021 and the City of Oregon City received a total of four contractor bids. The apparent low bidder was Paul Brothers Inc. with a bid of \$986,105.60. In addition, they provided costs for miscellaneous concrete at \$2,450 and an Add Alternate drinking fountain at \$27,420. All of these costs are within the Engineer's Estimate.

After reviewing the submitted material as part of the Bid Proposal, we would recommend awarding the contract to Paul Brothers, Inc.

Please let me know if you have any questions or need additional information.

Sincerely,
Lango Hansen Landscape Architects, P.C.



Kurt Lango
Principal

SECTION II A
BID PROPOSAL AND BID SCHEDULE

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

From:

Paul Brothers Inc
 Bidder (Company Name)
960 SE Revenue Rd
 Address
Boring OR 97009
 City, State & Zip
503-663-1220
 Telephone

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

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

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

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

The undersigned hereby represents as follows:

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

The undersigned agrees that, if awarded the contract, s/he will commence work within ten (10) calendar days after the date of receipt of written Notice to Proceed and that the project shall be complete within 120 days from the Beginning of Contract Time as identified in 00180.50(c). Work within the Natural Resource Overlay District (NROD) shall be completed between June 1st and August 31st. All permits, with the exception of Trade Permits, will have been acquired by the date of the Notice to Proceed.

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

Lump Sum Base Bid (all work)

\$ 986,105.60
(numeric figures only)

Filbert Run Park Bid Sheet				
	Quantity	Unit	Cost/Unit	Cost
Mobilization	1	ls	98,000.	98,000.
Site Clearing and Tree Removal	1	ls	44,500.	44,500.
Erosion Control	1	ls	9300.	9300.
Tree Protection and Transplanting	1	ls	18,500.	18,500.
Landscape Grading	34,000	sf	1.61	54,740.
Rock Removal	20	ton	105.00	2100.
Seeding	1	ls	14,800.	14,800.
Trees, Shrubs and Groundcover	1	ls	9650.	9650.
Irrigation	1	ls	56,300.	56,300.
Pedestrian Bridge	1	ls	67,000.	67,000.
Permeable Concrete Paving	11,365	sf	16.64	189,113.60
Concrete Curbs	248	lf	66.50	16,492.00
Asphalt Paving	200	sf	18.75	3750.00
Site Furnishings	1	ls	37,950.	37,950.
Play Equipment and Surfacing	1	ls	108,000.	108,000.
Shelter Installation	1	ls	26,600.	26,600.

Drainage	1	ls	15,900.	15,900.
Utilities	1	ls	15,650.	15,650.
Electrical	1	ls	197,760.	197,760.
TOTAL BASE BID			986,105.60	986,105.60
ALTERNATE				
Drinking Fountain and San. Sewer	1	ls	27,420.	27,420
ADDITIONAL				
Rock Excavation/Haul Off	per	ton	200.00	
Miscellaneous Concrete	1	LS	2450.00	

Accompanying this Proposal is a bid bond, for the sum of 10% of bid, payable to the City of Oregon City, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Proposal is accepted by the City of Oregon City and the undersigned fails to execute a satisfactory contract and bond as stated in the Advertisement within ten (10) calendar days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Proposal shall be considered null and void, and the bid security accompanying this Proposal shall be forfeited to and become the property of the City of Oregon City. If the bid is not accepted, the bid security accompanying this Proposal shall be returned to the undersigned.

Dated this 25 day of June, 2021.

Name of Bidder: Paul Brothers Inc

Address of Bidder: 8601 SE Revenue Rd; Boring OR 97009

Facsimile Number: 503-663-7208

Telephone Number: 503-663-1220

Bidder E-Mail Address: ppaul@paulbrothersinc.com

Name of Authorized Agent: Peggy Paul

Signature of Authorized Agent: Peggy Paul

Title of Authorized Agent: President

Bidder's Taxpayer I.D. Number: 93-0568993

CCB Number: 64461 Expiration Date: 1/12/2022

SECTION II B
ADDENDA ACKNOWLEDGEMENT

I/We have received the following Addenda:

None _____

1. #1 6/4/2021
2. _____
3. _____
4. _____
5. _____

Date 6/8/2021

Signature of Bidder *Reggie*

Title President

Business Name Paul Brothers Inc

SECTION II C
COMPLIANCE WITH ORS 279C.840

COMPLIANCE WITH ORS 279C.840 (PREVAILING WAGES)

PREVAILING WAGES

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

Date 6/8/2021

Signature of Bidder *Reggie*

Title President

Business Name Paul Brothers Inc

SECTION II D**RESIDENT BIDDER STATUS (ORS 279A.120)****RESIDENT BIDDER STATUS**

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

☒ Resident Bidder

☐ Nonresident Bidder

Date

6/8/2021

Signature of Bidder

Resident

Title

Resident

Business Name

Paul Brothers Inc

SECTION II E**CERTIFICATION OF DRUG TESTING PROGRAM****DRUG TESTING PROGRAM**

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

Date

6/8/2021

Signature of Bidder

Resident

Title

Resident

Business Name

Paul Brothers Inc

SECTION II F
NON-COLLUSION STATEMENT

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

Signature of Authorized Agent Peggy Paul
 Printed Name Peggy Paul
 Title President
 Company Paul Brothers Inc
 Date 6/8/2021

SECTION II G
ASBESTOS CERTIFICATION – NOT USED

ASBESTOS REMOVAL

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

☐ Is licensed ☒ Is not licensed

Signature of Authorized Agent Peggy Paul
 Printed Name Peggy Paul
 Title President
 Company Paul Brothers Inc
 Date 6/8/2021

SECTION II H
REGISTRATIONS

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

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

Date 6/8/2021
 Signature of Bidder [Signature]
 Title President
 Contractor Name Paul Brothers Inc
 Contractor CCB # 64461
 Landscaping Subcontractor Paul Brothers Inc
 Subcontractor LCB # 5337

SECTION II I
BUSINESS LICENSES (OCMC 05.04)

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

Contractor Name Paul Brothers Inc
 Oregon City Business License No. _____
 Metro Business License No.* 5516 10/1/2021

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

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

Signature of Bidder [Signature]
 Title President

*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.

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

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

Date 6/8/2021
 Signature of Bidder [Signature]
 Title President
 Contractor Name Paul Brothers Inc

SECTION II K**CERTIFICATION OF COMPLIANCE WITH TAX LAW**

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

Date 6/8/2021
 Signature of Bidder [Signature]
 Title President
 Contractor Name Paul Brothers Inc

SECTION II L**STATE OF OREGON FIRST TIER SUBCONTRACTOR DISCLOSURE REQUIREMENTS**

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

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

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

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

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

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

Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Note to Contractors who are not the low bidder:

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

STATE OF OREGON
FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

This form must be submitted at the location specified in the Invitation to Bid within two (2) working hours after the date and time of the deadline when the bids are due.

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed by ORS 279C.370, the dollar value of the subcontract and the category of work that the subcontractor will be performing.

Enter "NONE" if there are no subcontractors that need to be disclosed.
 (ATTACH ADDITIONAL SHEETS IF NEEDED)

Project Name: Filbert Run Park

Bid Closing Date: June 1, 2021 June 8 **Time:** 2 p.m.

SUBCONTRACTOR NAME (Please Print)	DOLLAR VALUE	CATEGORY/DIVISION OF WORK (Painting, electrical, landscaping, etc.)
Name LM Construction	\$ 137,545.00	Pervious Concrete
Name Northstar Electric	\$ 164,800.	Electrical
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Name	\$	
Failure to submit this form within two hours after the bid opening will result in a non-responsive bid. A non-responsive bid will not be considered for award.		

Form submitted by (Bidder Name): Paul Brothers Inc

Contact Name: Reginald Phone No.: 503-663-1220

SECTION II M**BID BOND**

Know all persons by these presents, that Paul Brothers, Inc. hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America a corporation or partnership duly organized under the laws of the State of Connecticut, having its principal place of business at One Tower Square, Hartford, CT 06183, and authorized to do business in the State of Oregon as SURETY, are held and firmly bound unto the City of Oregon City, hereinafter called the OBLIGEE in the penal sum of Ten Percent (10%) of the Total Amount Bid Dollars (\$ ---- 10% ----) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the PRINCIPAL herein is herewith submitting his/her or its Bid Proposal for **Filbert Run Park** said Bid Proposal, by reference thereto, being hereby made a part hereof.

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

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

Signed and sealed this 8th Day of June, 2021.

Paul Brothers, Inc.

Principal

By: 

Travelers Casualty and Surety Company of America

Counter Signed:

N/A

Resident Agent


Attorney -in-Fact, Nicholas A Fredrickson

Phone 425-709-3600

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



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

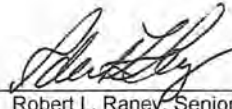
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

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



State of Connecticut

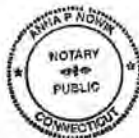
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

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

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

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

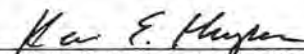
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this **8** day of **June**, 2021




Kevin E. Hughes, Assistant Secretary

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

SECTION II N
CUSTOMER SERVICE ACKNOWLEDGMENT FORM

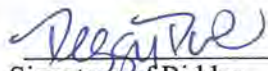
Project Name: Filbert Run Park

Bid Closing: Date: June 8, 2021 / Time: 2:00 PM

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

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

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


 Signature of Bidder

President
 Title

Paul Brothers Inc
 Name of Firm

6/8/2021
 Date

SECTION II O
QUALIFICATION OF BIDDER

Project: Filbert Run Park

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

Greg Paul, President; Scott Paul, Vice President

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

Contractor Name: Paul Brothers Inc

Business Address: 8601 SE Revenue Rd; Beaverton OR 97009

Phone Number: 503-663-1220 Fax Number: 503-663-7208

QUALIFYING EXPERIENCE
(3 Comparable Projects in the Past 10 Years)

Project Name	Cost	Location	Owner/Owner Contact/Phone/Fax
1. <u>Please see attached</u>			
2. _____			
3. _____			
(Additional) _____			
(Additional) _____			

Signature of Bidder: 

Highlight of recent projects 2010-2021

Paul Brothers, Inc. 8601 SE Revenue Rd; Boring, OR 97009 503-663-1220; 503-663-7208

WBE/ESB #10685

www.paulbrothersinc.com

Travelers Surety of America has bonded Paul Bros., Inc. for over 15 years on all public works projects
No Liquidated Damages have been levied against Paul Brothers on any projects over several decades of doing business
+Indicates COBID or OMWESB certified firms used as subcontractors/suppliers on the project from most recent years

OWNER/MUNICIPALITY	PROJECT	SCOPE	SIZE	COMPLETED
City of Tualatin 18880 SW Martinazzi ave Tualatin, OR 97062 Rich Mueller; rmueller@tualatin.gov ; 503-691-3064	Tualatin Commons Fountain	Demo, site work, electrical, concrete, utilities, fountain, landscaping, irrigation	#288, 032.00	Under construction
City of Portland – Parks and Recreation 1120 SW 5th Ave, Suite 1302 Portland, OR 97204 Gary Datka; gary.datka@portlandoregon.gov ; 971-288-9230	Gabriel Park	Demo, site work, grading, utilities, stormwater/swale, concrete, paving, electrical, masonry, site furnishings, surfacing, restroom, playground, metal fabrication, landscaping, irrigation	\$2,785,180.00	Under construction
City of Oregon City 625 Center St Oregon City, OR 97045 Denise Conrad; dconrad@orciv.org Ben Johnson, Greenworks benj@greenworkspc.com	DC Latourette Park	Demo, grading, utilities, concrete, sport court, masonry, metal fab, furnishings, nature play, landscaping	\$650,000.00	May 2021
Tualatin Hills Parks and Recreation 15707 SW Walker Rd Beaverton, OR 97006 Matt Kilmartin mklmartin@thprd.org 503-614-4010	Somerset West Park	Demo, grading, utilities, concrete, paving, play equipment, surfacing, log structures, fencing, landscaping, irrigation	\$1,100,000.00	March 2021
GC: Banlin Construction Clackamas County Childrens Comm Head Start 16518 SE River Road Milwaukie, OR	Head Start – new Playground	Grading, utilities, log structures, slide, drinking fountain, plantings and irrigation	\$290,000.00	August 2020
City of Lake Oswego 13600 SW Atwater Rd Lake Oswego, OR 97034 Bruce Powers; bpowers@ci.lakeoswego.or.us 503-669-6575	Woodmont Natural Park	New park/trails including tree demo, grading, utilities, right-of-way work, asphalt, trails, decomposed granite, site furnishings, signs, fencing, art elements, irrigation and plantings	\$1.2 million	November 2020

METRO 600 N Grand Ave Portland, OR Kristin Solomon; kristin.solomon@oregonmetro.gov	Newell Creek Canyon Day Use	Demo, grading, erosion, porous asphalt, porous concrete, site furnishings, restroom, masonry, electrical, landscape, irrigation	\$967,000.00	October 2020
Portland Public Schools 501 N Dixon St Portland, OR Steven Smith; ssmith7@pps.net ; 503-916-3460	Sitton Elementary Playground Bridger Elementary	Demo, site work, playground installation, site remediation	\$39,000.00 \$60,000.00	June 2020 March 2021
Mt Hood Village RV Park Sub to Goodfellow Bros Adam Weiner; 503-473-0719	Mt Hood Village RV Landscaping	Landscape, irrigation, fine grading	\$499,000.00	June 2020
City of Gresham Eastman Parkway – Gresham City Hall Mike Green; Michael.green@greshamoregon.gov ; 503-618-2492	Mayor Charles Becker Park	Site work, grading, utilities, concrete, electrical, masonry, fencing, furnishings, structures, sport court, landscaping, irrigation	\$1,152,000.00	February 2020
City of Portland – Parks and Recreation 1120 SW 5 th Ave, Suite 1302 Portland, OR 97204 Gary Datka; gary.datka@portlandoregon.gov ; 971-288-9230	Lynchview Park (<i>newly named: Verdell Burdine Rutherford Pk</i>)	Demo, site work, grading, utilities, street work/ROW, stormwater/swale, concrete, paving, electrical, masonry, site furnishings, surfacing, structure, playground, metal fabrication, landscaping, irrigation	\$2,335,400.00	February 2020
Gresham Barlow SD 1331 NW Eastman Parkway Gresham, OR 97030 Mike Levesque, Lease Crutcher Lewis Trevor Deluca, Bremik Construction Jeff Scott, Bremik Construction	Sam Barlow High School (sub to Lease Crutcher) N Gresham Elem School (sub to Bremik) Hall Elementary (sub to Bremik)	Site work, fine grading, landscaping, irrigation, stormwater swales	\$498,000.00 \$394,000.00 \$175,000.00	Fall 2019 Fall 2019 Winter 2020
World Forestry Center 4033 SW Canyon Rd Portland, OR 97221 Chuck Wiley; cwiley@worldforestry.org	Miller Grandchildren Garden Project	Site demo, earthwork, grading, utilities, pavers, concrete, fencing, structures, electrical, landscaping, irrigation	\$410,000.00	April 2019
Steelhammer Investment Properties 61855 Dunbar Ct Bend, OR 97702 Geoff Steelhammer; gsteelhammer@me.com	Steelhammer Site Development Project	Demo, earthwork, grading, street work/ROW, concrete, utilities, stormwater swales, paving, masonry, metal fab, striping, landscaping and irrigation	\$660,000.00	April 2019
City of Wilsonville 29799 SW Town Center Loop East Wilsonville, OR 97070 Kerry Rappold; 503-570-1570 rappold@ci.wilsonville.or.us	Community Garden Parking Lot Renovation	Demo, earthwork, grading, utilities, stormwater, electrical, concrete, bridge, paving, striping, stormwater swale, landscaping, irrigation	\$765,000.00	April 2019

West Linn School District/Ross Recreation 5464 West "A" Street West Linn, OR 97068 Ben Stanford, Ross Rec; 503.432.8950	Cedar oak Playground	Playground demo, earthwork, installation, asphalt path, site restoration	\$40,000	September 2018
TriMet 1800 SW First Avenue Portland, OR 97201 Tim Potts 503-962-2135; pottst@trimet.org	Boise Parking Lot and Landscaping	Demo, earthwork, grading, utilities, electrical, concrete, fencing, gates, masonry, paving, striping, signage, landscaping, irrigation	\$670,000.00	November 2018
Tualatin Valley Parks and Recreation 15707 SW Walker Road Beaverton, OR 97006 Jerry Burgess; jburgess@thprd.org ;	Hazel Dale Park Parking Lot and Playground Renovation	Demo, earthwork, grading, utilities, asphalt, concrete, site furnishings, playground, irrigation	\$420,000.00	October 2018
Hillsboro Parks and Recreation 123 W. Main Street, Suite 250 Hillsboro, OR 97123 Maria Rosa Davila Bores; 503-681-5319 Maria.davilabores@hillsboro-oregon.gov	Walnut Park Renovation	Earthwork, utilities, concrete, restroom building, shelters, irrigation, landscaping	\$290,000.00	August 2018
Bremik Construction 1026 SE Stark St Portland, OR 97214 Ben Carlson; Susan Castner 503-688-1000	Troutdale Elementary and North Gresham Elementary Landscape	Subcontractor – site work, fine grading, site furnishings, landscaping, irrigation	\$210,000.00 \$425,000.00	September 2018 September 2019
City of West Linn 22500 Salamo Rd West Linn, OR Ken Worcester; 503-742-6049	White Oak – Savanna Nature Playscape	CM/GC – design and build trails and play structures. Grading, haul, masonry, paving, structures, surfacing	\$50,000.00 Preconstruction	June 2018
City of Portland – Parks and Recreation 1120 SW 5th Ave, Suite 1302 Portland, OR 97204 Travis Ruybal; travis.ruybal@portlandoregon.gov	Spring Garden Park and Local Improvement District (24% total DMWESB)	Grading, utilities, concrete, masonry, water feature, playground, surfacing, furnishings, structures, landscaping, irrigation	\$3.1 million	June 2018
West Linn/Wilsonville SD Subcontract K&E Excavating Jay Johnson, PE 503-399-4833; jay@keex.net	Meridian MS ROW Improvements	Landscaping, irrigation	\$135,000.00	August 2017
City of Portland – Parks and Recreation 1120 SW 5th Ave, Suite 1302 Portland, OR 97204 Lisa Tyler, RLA 503-823-5116; lisa.tyler@portlandoregon.gov	Williamette Park Improvements+ (20% total DMWESB)	Demo, grading, utilities, traffic control, concrete, paving, buildings, electrical, striping, site furnishings, masonry, metal fab, landscaping, irrigation	\$960,000.00	September 2017
ODOT – Region 1 Beaverton Managers Office 6000 SW Raab Rd Portland, OR 97221 Justin Brandon 971-673-5220; justin.brandon@odot.state.or.us	Hwy 26-Glencoe Rd Landscape	Landscape grading, planting, temporary irrigation, maintenance	\$90,000.00	April 2017

City of Sherwood 15527 SW Willamette St Sherwood, OR 97140 Darren Caniparoli, Supervisor 503-925-2334; caniparoliD@sherwoodoregon.gov	Woodhaven Park Phase 2 +	Grading, excavation, underground utilities, concrete, paving, electrical, restroom, bridge, site furnishings, landscaping, irrigation	\$774,000.00	Dec 2016
Port of Ridgefield – Anderson Environmental <i>Subcontract to AEC</i> Justin Krueger, Superintendent, AEC 360-846-8551; justink@aecilc.net	Off-Property Landscape Restoration	Soil placement, landscaping, irrigation, planting	\$600,000.00/ \$350,000 part II	Dec 2016/ July 2017
Oregon Parks and Recreation 725 Summer St, NE, Suite C Salem, OR 97301-1271 Scott Stewart: 541-388-6390	Tryon Creek Nature Parking Lot Renovation +	Demolition, haul off, grading, concrete, asphalt, permeable pavers, landscaping	\$250,000.00	August 2016
City of Camas 616 NE 4 th Ave Camas, WA 98607 Antia Ashton, Eng III; 360-817-7231 aashton@cityofcamas.us	Coopers View Park+	Grading, excavation, utilities, concrete, paving, site furnishings, seeding, irrigation, landscaping	\$417,000.00	September 2016
City of LaPine 16345 6 th St LaPine, OR 97739 Eric Huffman, PE; BECON; 541-633-3140; ehuffman@beconenq.com	Hwy 97 and 1 st St Landscaping/Irrigation	Utilities, electrical, irrigation, landscaping	\$119,000.00	May 2016
City of Renton 1055 S Grady Way, 6 th Floor Renton, WA 98057 Todd Black, PLA; 425-4330-6571; tblack@rentonwa.gov	Meadow Crest Park	Grading, furnishings, concrete, play equipment, irrigation, landscaping	\$199,500.00	July 2016
Ever Fresh Fruit Company <i>Subcontract to Todd Construction</i> Anna Todd, Project Manager 503-620-7652; atodd@toddcconstruction.com	Ever Fresh Fruit- Landscaping	Landscaping and irrigation	\$50,000.00	Summer 2016
City of Sammamish – Parks and Recreation 801 228 th Ave, SE Sammamish, WA 98075 Kelley Hilde, Parks Manager 425-295-0582; khilde@Sammamish.us	Big Rock Park +	Clearing, grading, aggregate, concrete, stone masonry, paving, site furnishings, irrigation, seeding, landscaping	\$570,000.00	Feb 2016
Puyallup School District 323-12 th Street Puyallup, WA 98371 Mike Meadows, Director Construction 253-435-6622; meadowm@puyallup.k12.wa.us	Sparks Stadium – Grass Field	Clearing, grading, soil prep, sod, utilities, electrical, irrigation, fencing	\$413,000.00	Feb 2016

City of Tukwila—Parks and Recreation 12424 42 nd Ave, S Tukwila, WA 98168 Dave Johnson, Project Engineer 206-767-2308; dave.johnson@tukwila.wa.gov	Duwamish Hill Preserve Phase 2 +	Clearing, grubbing, grading, trails, fencing, irrigation, seeding, plantings, naturalization	\$564,170.00	Jan 2016
Seattle Housing Authority 190 Queen Anne Ave, N Seattle, WA 98028 Brent Palmason, Project Mgr; 206-615-3558 brent.palmason@seattlehousing.org	Rainier Vista Block 33 Park +	Clearing, grubbing, grading, aggregate, concrete, electrical, site furnishings, irrigation, landscaping	\$369,900.00	Nov 2015
Hamilton Construction/Bend Parks and Rec PO Box 659 Springfield, OR 97477 541-746-2426; 541-746-7635 Evan Stuart; estuartham@hamil.com	Colorado Dam-Safe Passage Project +	In-water work; plantings; irrigation; sod placement; landscape grading (PBI was subcontractor)	\$145,000.00	Summer 2015
ODOT-Region 1 3700 SE 92 nd Portland, OR 97266 Marty Ebner, Project Coordinator 503-731-3190; martin.jebner@odot.or.state.us	I-5: SW Iowa Street Viaduct Br-Phase 3 +	Traffic control, clearing/grubbing, seeding, planting, irrigation, site restoration	\$301,500.00	Spring 2015
Water Environment Services-Clack Cnty District 1 2051 Kaen Rd Oregon City, OR 97045 Gail Shaloun, WES, 503-742-4567; gshaloun@clackamas.us	Kellogg Creek Water Pollution Control Plant- Landscaping Improve	Erosion, earthwork, tree removal, design/build irrigation, planting, fencing, restoration	\$205,000.00	Spring 2015
Port of Ridgefield 111 W. Division Ridgefield, WA Curtis Riley, MLA 541-510-3200 criley@maulfoster.com	Carty Lake-Lake River Landscape Remediation +	Erosion, earthwork, seeding, extensive wetland planting, wildlife fencing, irrigation, plantings	\$579,000.00	Fall 2015
City of Monmouth 151 Main Street W Monmouth, OR 97361 Russell Cooper rcoper@ci.monmouth.or.us ; 503-838-2173 Marina Warren, Cameron McCarthy 541-485-7385; marina@cameronmccarthy.com	Madrona Park	Earthwork, erosion, drainage, asphalt, concrete, building, site furnishings, irrigation, landscaping	\$467,720.00	Fall 2014
Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 Peter Foster 503-629-6305 x 2734 pfoster@thprd.org Chuck Gregory, AKS; caregory@aks.com	Howard M Terpenning ADA Parking Lot Improvements +	Earthwork, erosion, drainage, storm, water, asphalt, concrete, electrical, irrigation, landscaping AB, ACP, REIN, EART, ELEC, LS, MHA, PCP,	\$678,900.00	Winter 2015

Bend Parks and Recreation 799 SW Columbia Street Bend, OR 97702 Brian Hudspeth 541-389-7275 brian@bendparksandrec.org	Pine Nursery/Ponderosa Parks +	Erosion, concrete, fencing, irrigation, landscaping, seeding AB, ACP, EART, LS, MHA, PCP, TTC	\$547,951.00	Fall 2014
City of Shoreline 17500 Midvale Ave., N. Shoreline, WA 98133 Paul Laine 206-801-2700 plaine@shorelinewa.org	Greenworks 2014	Erosion, porous asphalt, concrete, seeding, rocky, landscape AB, ACP, REIN, EART, LS, PCP, TTC	\$117,000.00	Summer 2014
Clean Water Services 2550 SW Hillsboro Hwy Hillsboro, OR 97123 Jadene T Stensland 503-681-3662 stenslandj@cleanwaterservices.org	Cedar Mill Falls Stormwater Swale	Erosion control, earthwork, Storm water, drainage, woody debris, plantings, fencing	\$136,900.00	Winter 2014
Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 Tim Bonnin 503-629-6305 x 2737, 503-629-6307 tbonnon@thprd.org	Barsotti Park +	Earthwork, drainage, storm, paving, athletic field and court, concrete, site furnishings, electrical, irrigation, fencing, landscaping AB, ACP, EART, LS, MHA, PAVE, PCP	\$857,314.00	Late fall 2013
City of Sandy 39250 Pioneer Blvd Sandy, OR 97055 Nancy Enabnit 503-489-2157, 503-668-5891 nenabnit@cityofsandy.com	Bornstedt Park	Earthwork, drainage, storm, concrete, site furnishings, splash pad, fencing, irrigation and landscaping AB, ACP, EART, LS, MHA, PAVE, PCP	\$534,700.00	Late fall 2013
City of Seattle- Parks and Recreation 800 Maynard Ave., S., Suite 300 Seattle, WA 98134 Kim Baldwin, Sr Manager 206-684-8614; kim.baldwin@seattle.gov <i>DBE Goal: 30% - attempting</i>	Maple Leaf Reservoir Park Development +	Earthwork, drainage, storm, paving, structures, athletic fields and courts, concrete, extensive site furnishings, artwork, electrical, asphalt, irrigation, landscaping AB, ACP, BLD1, EART, LS, MHA, PAVE, PCP, TTC	\$3,048,900.00	Late fall 2013
City of Gervais 524 Fourth St; PO Box 329 Gervais, OR 97026 Kurt Lango; Lango-Hansen Architect 503-295-2437 kurt@lango-hansen.com	Black Walnut Park	Earthwork, drainage, concrete, fencing, restroom, shelter, splash pad, landscaping, irrigation, site furnishings AB, ACP, BLD, EART, ELEC, LS, MHA, PCP, SIGN	\$592,460.00	Winter 2013
Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 David Lewis 503-629-6305; 503-629-6307 dlewis@thprd.org	The Bluffs Park	Earthwork, drainage, paving, landscaping, site furnishings AB, ACP, EART, PAVE	\$244,635.00	Winter 2013

City of Salem - Public Works Department 555 Liberty St, Room 325 Salem, OR 97301 Andy Groh 503-588-6211; 503-588-6025 agroh@cityofsalem.net	Hoodview Park	Earthwork, drainage, paving, fencing, concrete, play equipment, irrigation, landscaping AB, ACP, EART, LS, MHA, PAVE, PCP, SIGN	\$631,432.99	Winter 2013
Tualatin Hills Parks and Recreation 6220 SW 112 th Ave Beaverton, OR 97008 Gerv Keck 503-629-6305; 503-629-6307 gkeck@thprd.org	Evelyn Schiffer Park	Earthwork, drainage, storm, paving, buildings, electrical, concrete, skate park, athletic fields/courts, site furnishings, irrigation, landscaping AB, ACP, REIN, EART, ELEC, LS, MHA, PAVE, PCP	\$1,796,000.00	Winter 2013
Clackamas County - Business Development 150 Beaver Creek Rd Oregon City, OR 97045 Dennis Everson 503-742-4400; 503-841-3265 denniseverson@msn.com	Boring Station Trailhead Park	Earthwork, drainage, storm, irrigation, paving, building, electrical, plumbing, site furnishings, concrete, landscaping AB, ACP, BLD, EART, ELEC, LS, MHA, PAVE, PCP, SIGN, TTC	\$727,629.00	Spring 2012
Tualatin Hills Parks and Recreation 15707 SW Walker Rd Beaverton, OR 97006 Rene Brucker 503-645-6433; rbrucker@thprd.org	Camille Park Improvements	Earthwork, paving, boardwalk, bridge, asphalt, play structures, landscaping AB, ACP, REIN, EART, LS, MHA, PAVE, PCP	\$375,000.00	Winter 2012
City of Seattle, Dept of Parks and Rec 800 Maynard Ave., S., 3 rd floor Seattle, WA 98134 Kim Baldwin - kim.baldwin@seattle.gov	Crown Hill Elementary Park	Earthwork, utilities, sewer, skate park, park improvements, ball fields, asphalt, irrigation and landscaping AB, ACP, REIN, EART, ELEC, LS, MHA, APE, PCP	\$672,791.00	Winter 2012
City of Redmond 15670 NE 85 th St Redmond, WA 98073 John Mork 425-556-2713 jemork@redmond.gov	Bear Creek Park - Water Quality Facility	Erosion, in-water work, porous asphalt, wetland plantings, woody debris, fencing, drainage, rock wall, landscaping AB, ACP, EART, LS, MHA, PAVE, SIGN	\$403,700.00	Fall 2011
City of Shoreline 17500 Midvale Ave., N. Shoreline, WA 98133 Paul Laine 206-801-2700	Green Street Demonstration Project and Greenworks 2011 Project	erosion, porous asphalt, concrete, mulch, seeding, rocky, landscape AB, ACP, REIN, EART, LS, PCP, TTC	\$239,700.00; \$198,815.00	Winter 2011; Spring 2011
ODOT c/o City of Gresham ** # 14273 1333 NW Eastman Pkway Gresham, OR 97030 Jay McCoy 503-618-2525	Springwater Trailhead @ Main City Park	erosion, traffic control, signage, drainage, concrete, asphalt, electrical, landscape AB, ACP, EART, ELEC, LS, FAVE, PCP, TTC, ELEC	\$227,497.00	Winter 2011
Lake Washington SD PO Box 97039 Redmond, WA 98073 Mitch Romero 425-702-3411	Ballfield Improvement Project	erosion, earthwork, concrete irrigation, seeding, fencing, site furnishings AB, EART, LS, MHA, PCP	\$506,671.00	Summer 2010

Seattle Public Utilities 700 5th Avenue Seattle, WA 98124 Dennis Hess 206-684-5692	Ballard Roadside Raingarden	erosion, traffic control, earthwork, concrete, asphalt, wiers, planting AB, ACP, EART, LS, MHA, PAVE, PCP, SIGN, TTC	\$512,529.00	Fall 2010
ODOT - Philomath ** #14111 3700 SW Philomath Blvd Corvallis, OR 97333 Brady Pauls 541-757-4104	OR 34/US20: Newton Creek - Jade Place	erosion, traffic control, irrigation, planting LS, TTC, PCP	\$185,764.00	Summer 2010
Hillsboro SD - Facilities/Planning 4901SE Witch Hazel Rd Hillsboro, OR 97123 Rick Yeo Cornerstone Mgt 503-487-7445	JB Thomas Park Phase III	earthwork, street work, traffic control, asphalt, concrete, paving, fencing, irrigation, site furnishing AB, ACP, REIN, EART, LS, MHA, PAVE, PCP, TTC	\$969,359.00	Fall 2010
City of Shoreline 17544 Midvale Avenue., N Shoreline, WA 98133 John Vicente 206-546-0791	Hamlin Park	earthwork, electrical, paving, buildings, landscaping, asphalt, concrete AB, ACP, EART, ELEC, LS, MHA, BLD, PCP	\$980,960.00	Summer 2010
Clark County 1300 Franklin St PO Box 5000 Vancouver, WA 98666 Glen Bedell 360-397-6118	Lakeshore and Tiger Tree Parks	earthwork, asphalt, concrete, park improvements, landscaping, irrigation AB, ACP, EART, LS, MHA, PCP	\$734,101.00	Winter 2010
West Valley School District 8902 Zier Rd Yakima, WA 98908 Tom Fleming 509-972-6000	West Valley Middle School Fields Improve.	earthwork, utilities, storm, asphalt, concrete, seeding, site furnishings, landscaping, irrigation AG, ACP, BLD, LS, MHA, PCP, PAVE	\$668,340.00	Summer 2009
Clean Water Services 16060 SW 85th Avenue Tigard, OR 97224 Dennis Kramer 503-547-8175	Durham Facility 2008 Landscape	irrigation, landscape, erosion, misc grading EART, LS	265,032.98	Winter 2009
City of Bothell 9654 NE 182 nd Bothell, WA 98011 Joseph Celano 425-489-3384	Centennial Park	earthwork, utilities, sewer, water, asphalt, concrete, park improvements, building, landscaping, wetland planting AG, ACP, BLD, EART, LS, PAL, PAVE, SIGN	\$1,152,402.00	Summer 2009
METRO Parks and Greenspaces 600 NE Grand Ave Portland, OR 97232 Lydia Neil 503-797-1830	Cooper Mtn Nature Park	earthwork, storm/septic, concrete, buildings, asphalt, site furnishings, boardwalk AG, ACP, BLD, EART, ELEC, LS, MHA, REIN, PAL, SIGN	\$1,922,634.00	Summer 2009
City of Seattle Parks and Recreation c/o: Sitework Landscape 1927 Post Alley Seattle, WA 98101 Jim Keller 206-285-3026	Madison Park	earthwork, storm sewer, concrete paving, landscape, irrigation, masonry, signage, furnishings AG, ACP, REIN, EART, LS, SIGN, PCP	\$651,222.00	Fall 2008



Oregon

Kate Brown, Governor

Department of Transportation
ODOT Procurement Office - Construction
 3930 Fairview Industrial Drive SE, MS#2-2
 Salem OR, 97302-1122
 Phone: (503) 986-2710

September 24, 2020

PAUL BROTHERS INC
 PEGGY PAUL
 8601 SE REVENUE RD
 BORING, OR 97009

Your prequalification application has been approved. This prequalification pertains only to the submission of bid proposals and does not cover your financial ability.

Your bids will be considered responsive on ODOT projects on or after: **October 01, 2020**

Your prequalification application is valid through: **September 30, 2022**

Your vendor number is: **CV20011205**

Work Classifications:

(AB)-AGGREGATE BASE

(BLD1)-BUILDINGS

(LS)-LANDSCAPING

(PAVE)-PAVEMENT MARKINGS

(REIN)-BRIDGES AND STRUCTURES

(TTC)-TEMPORARY TRAFFIC CONTROL

(ACP)-ASPHALT CONCRETE PAVING AND OILING

(EART)-EARTHWORK AND DRAINAGE

(MHA)-MISC. HIGHWAY APPURTENANCES

(PCP)-PORTLAND CEMENT CONCRETE PAVING

(SIGN)-SIGNING (PERMANENT)

Applicants must update their prequalification application with ODOT when information changes. An addendum change form and instructions are available on our Bid and Award Information website at:

https://www.oregon.gov/ODOT/Business/Procurement/Pages/Bid_Award.aspx

This prequalification application covers Oregon Department of Transportation projects that are advertised on the ODOT Procurement Office - Construction Contract Unit website:

<https://www.oregon.gov/ODOT/Business/Procurement/Pages/NTC.aspx>

This prequalification application does not cover Oregon Department of Transportation projects advertised in ORPIN (Oregon Procurement Information Network) which may be posted on our website.

ODOT eBIDS provides free downloading of plans and specifications and related bid documents. You will need to self register as a holder of bidding plans in order for your bid to be responsive for each project for which you submit a bid.

<https://ecm.odot.state.or.us/cf/EBIDS/>

If you wish to appeal any of the conditions of this prequalification you must notify this office in writing in accordance with ORS 279C.445 and ORS 279C.450 within three business days after receipt of this notice.

Sarika Ramakrishnan

Oregon Department of Transportation
 Procurement Office - Construction Contracts Unit, MS# 2-2
 3930 Fairview Industrial Drive SE
 Phone: 503-986-2710 Fax: 503-986-6910
ODOTProcurementOfficeConstruction@odot.state.or.us



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Human Resources Director, Patrick Foiles

Agenda Date: 06/16/2021

SUBJECT:

Management, Supervisory and Confidential Employee Salary Cost of Living Adjustment (COLA) FY 2021-22

STAFF RECOMMENDATION:

Staff recommends the City Commission approve a two and a half percent (2.5%) COLA increase to salary ranges for the City's thirty-four (34) budgeted Management, Supervisory and Confidential positions for fiscal year July 1, 2021 to June 30, 2022.

EXECUTIVE SUMMARY:

Represented employees receive a COLA based increase to salary as a function of their negotiated and Commission approved collective bargaining agreements. Management and non-represented employees require separate Commission notice and approval of salary range adjustments. The recommended COLA adjustment is two and a half percent (2.5%), consistent with the Oregon City Police COLA. The total financial impact of a 2.5% COLA for the Management employee group for fiscal year 2021-22 is approximately \$130,000 and is supported by the City's approved budget.

BACKGROUND:

Represented employees receive a COLA based increase to salary as a function of their negotiated and Commission approved collective bargaining agreements. Management and non-represented employees require separate Commission notice and approval of salary range adjustments.

The City Commission ratified both OCPEA and AFSCME bargaining agreements in October 2019, of which include a two and a half percent (2.5%) COLA for OCPEA and a two and three-quarters percent (2.75%) for AFSCME, FY 2021-22. A two and a half percent (2.5%) Management COLA will prevent additional compression between represented and management employee salaries and is supported by the City's approved budget. Total financial impact of a 2.5% COLA for the Management employee

group for fiscal year 2021-22 is approximately \$130,000. The BY 2021-23 adopted budget sufficiently included this action.

CPI-U West, Size Class B/C (Consumer Price Index for All Urban Consumers), which reflects the buying habits of urban wage earners and clerical workers and is based on cities with populations of less than 2,500,000 in 13 Western states, increased one and a half percent (1.5%) for the calendar year of December 2019 to December 2020. The rate was released in April 2021. The CPI has been used in the past to guide an appropriate adjustment to salaries.

OPTIONS:

1. Approve the two and a half percent (2.5%) COLA increase to salary ranges for Management, Supervisory and Confidential positions for FY 2021-22.
2. Discuss and change the percentage of the COLA increase for Management, Supervisory and Confidential positions for FY 2021-22.
3. Deny the two and a half percent (2.5%) COLA increase to salary ranges for Management, Supervisory and Confidential positions for FY 2021-22.

BUDGET IMPACT:

Amount: Approx. \$130,000

FY(s): 2021-22

Funding Source(s): Multiple funds throughout the budget. The BY 2021-23 adopted budget sufficiently included this action.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Police Chief Jim Band

Agenda Date: 06/16/2021

SUBJECT:

OLCC: Liquor License Application – Distillery, applying as an LLC, Alluvial Beverage Company, LLC, 1625 Washington Street, Suite 101, Oregon City

STAFF RECOMMENDATION:

Staff recommends the City Commission approve OLCC Application for Alluvial Beverage Company, LLC, 1625 Washington Street, Suite 101, Oregon City.

EXECUTIVE SUMMARY:

The attached application is for an OLCC Distillery license for Alluvial Beverage Company, LLC.

BACKGROUND:

The Oregon City Police Department ran a background check on Joel Simon, and he is eligible to hold a liquor license. The applicant already holds an approved liquor license and is adding a distillery. 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 Liquor License for Alluvial Beverage Company, LLC
2. Provide Staff direction and continue to a date certain



LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

Item 7j.

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
☐ Brewery 1 st Location	Date application received and/or date stamp:
Brewery Additional location (2 nd) ☐ (3 rd) ☐	Name of City or County:
☐ Brewery-Public House (BPH) 1 st location	Recommends this license be:
BPH Additional location (2 nd) ☐ (3 rd) ☐	☐ Granted ☐ Denied
☒ Distillery	By: _____
☐ Full On-Premises, Commercial	Date: _____
☐ Full On-Premises, Caterer	
☐ Full On-Premises, Passenger Carrier	
☐ Full On-Premises, Other Public Location	
☐ Full On-Premises, For Profit Private Club	
☐ Full On-Premises, Nonprofit Private Club	
☐ Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) ☐ (3 rd) ☐	OLCC USE ONLY
☐ Limited On-Premises	Date application received: <u>5/24/21</u>
☐ Off-Premises	Date application accepted: <u>5/24/21</u>
☐ Warehouse	
☐ Wholesale Malt Beverage & Wine	
☐ Winery 1 st Location	License Action(s):
Winery Additional location (2 nd) ☐ (3 rd) ☐	<u>N/O</u>
(4 th) ☐ (5 th) ☐	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)¹** applying for the license(s):

Alluvial Beverage Company, LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See)

Alluvial Beverage Company, LLC

4. Business Address (Number and Street Address of the Location that will have the liquor license)

1625 Washington St. Suite 101

City Oregon City	County Clackamas	Zip Code 97045
---------------------	---------------------	-------------------

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.

**LIQUOR LICENSE APPLICATION**

5. Trade Name of the Business (Name Customers Will See) Alluvial Beverage Company, LLC			
6. Does the business address currently have an OLCC liquor license? ☒ YES ☐ NO			
7. Does the business address currently have an OLCC marijuana license? ☐ YES ☒ NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in <u>OR 845-004-0065(1)</u>.) 7433 SW Landau St.			
City Tigard		State OR	Zip Code 97223
9. Phone Number of the Business Location 503-344-6452		10. Email Contact for this Application and for the Business joel@alluvialbeveragecompany.com	
11. Contact Person for this Application Joel Simon		Phone Number 503-313-1515	
Contact Person's Mailing Address (if different)	City	State	Zip Code

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

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 OR 845-005-0311 and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per OR 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 unwaivable 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.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Joel Simon

5/24/21

App. #1: (PRINT NAME)

App. #1: (SIGNATURE)

App. #1: Signature Date

Atty. Bar Information (if applicable)

App. #2: (PRINT NAME)

App. #2: (SIGNATURE)

App. #2: Signature Date

Atty. Bar Information (if applicable)

App. #3: (PRINT NAME)

App. #3: (SIGNATURE)

App. #3: Signature Date

Atty. Bar Information (if applicable)

App. #4: (PRINT NAME)

App. #4: (SIGNATURE)

App. #4: Signature Date

Atty. Bar Information (if applicable)



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Virtual Meeting
Wednesday, May 19, 2021 at 7:00 PM

1. CONVENE MEETING AND ROLL CALL

Mayor Rachel Lyles Smith called the meeting to order at 7:06 PM.

PRESENT: 5 - Mayor Rachel Lyles Smith, Commissioner Adam Marl, Commissioner Denyse McGriff, Commissioner Frank O'Donnell, and Commissioner Rocky Smith, Jr.

STAFFERS: 12 - City Manager Tony Konkol, Asst. City Attorney Carrie Richter, Community Development Director Laura Terway, Public Works Director John Lewis, City Recorder Kattie Riggs, Police Captain Shaun Davis, Finance Director Matt Zook, Library Director Greg Williams, Human Resources Director Patrick Foiles, Parks & Rec. Director Kendall Reid, Planner Kelly Reid, and Project Engineer Bob Balgos

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Ruth McBride Powers Preservation Award and Presentation

The Historic Review Board nominates an individual or group for the Ruth McBride Powers Preservation Award yearly during Preservation Month to applaud the efforts of citizens, building/business owners and others who show passion for preservation. This year, the Board nominated two nonprofit groups to share the award:

1. *Friends of the Ermatinger House, for their efforts to provide virtual events and programs during COVID-19-related closures.*
2. *Volunteers from the Clackamas County Historical Society for their work in maintaining the grounds of the Stevens Crawford Heritage House.*

Cheryl Rice, representing the Friends of the Ermatinger House, accepted the award and thanked the City for honoring the group with this award and encouraged the public to attend all upcoming events.

Jenna Barganski was not available to accept the award on behalf of the Clackamas County Historical Society.

Commissioner McGriff provided some additional background and positive comments regarding Ms. Powers and all of her preservation efforts locally and throughout Oregon.

Commissioner Smith also provided comments regarding all the hard work of the Friends of the Ermatinger House and especially the efforts of Ms. Rice.

4. CITIZEN COMMENTS

There were no citizen comments.

5. PRESENTATIONS**5a. Update on Temporary Shower Trailer at Milner Veterinary Hospital**

At the September 16, 2020 City Commission meeting, the Commission approved the continued use of the Milner Veterinary Hospital property as a temporary shower location through the end of the COVID pandemic and when social service providers are capable of providing pre-COVID shower resources to the homeless community. The Commission also requested that LoveOne provide an update to the Commission on May 19, 2021 regarding activities that have occurred. The COVID pandemic has not subsided and LoveOne continues to provide temporary shower and laundry services.

Brandi Johnson, from LoveOne, provided an update on the temporary shower trailers at Milner Veterinary Hospital including the services and that they have not received any complaints and have added several volunteers from the community. They have been averaging forty-five showers a month since the last update.

Bill Stewart, Asst. District Attorney, explained that one of his roles at the District Attorney's office is to help address homelessness and thanked the Commission for supporting this pilot project. He felt this was making a huge impact with the homelessness issue and is good for the community.

Commissioner McGriff asked if having the shower unit at the Milner Clinic was allowing the homeless to access additional information to help them get out of homelessness and Mr. Stewart did confirm that LoveOne is establishing trust with individuals in order to pursue other services.

Commissioner O'Donnell asked if there were any statistics as to how many individuals served have been able to successfully get housing assistance and Ms. Johnson indicated at least forty individuals have been able to do so between last December through March 2021.

Mayor Lyles Smith commented that she was pleased with how the program was going and asked the Commission as to the frequency of future updates and whether in written form or presentation. Commissioner McGriff advocated for a presentation so the public can be aware by watching the meeting. The Commission had consensus to ask LoveOne to provide an update presentation at a November 2021 City Commission meeting.

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

Commissioner O'Donnell asked a procedural question about the vetting process for awarding bids for public contracts.

Motion made by Commissioner McGriff, seconded by Commissioner Smith, Jr., to approve the consent agenda. The motion carried by the following vote:

Yea: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

7a. Resolution No. 21-24, Extending the State of Emergency Declaration in Oregon City due to the COVID-19 Pandemic

- 7b. Public Improvement Contract with Brown Contracting, Inc. for the Oregon City 2021 Rectangular Rapid Flashing Beacons (RRFB) Project (CI 20-009)
- 7c. Public Improvement Contract with Sierra Santa Fe Corporation for the 2021 Preventive Pavement Maintenance – Chip Seal/Fog Seal and Striping (CI 21-002)
- 7d. Public Improvement Contract with S-2 Contractors for the 2021 Oregon City Roadway Reconstruction Project (CI 20-011)
- 7e. Public Improvement Contract with VSS International for the 2021 Preventive Pavement Maintenance Type II Slurry Seal (CI 21-005)
- 7f. Personal Services Agreement with Nail It! Roofing Company for the Replacement of City Hall Roof Due to Continued Active Leaks
- 7g. Minutes of the April 7, 2021 Special Meeting
- 7h. Minutes of the April 7, 2021 Regular Meeting
- 7i. Minutes of the April 30, 2021 Special Meeting
- 7j. Minutes of the April 29, 2021 Special Meeting

8. PUBLIC HEARINGS

- 8a. AP 21-02 and AP-21-03: Two separate appeals of the March 23, 2021 Historic Review Board approval with conditions of Planning Files GLUA-21-00001/ HR 21-00001 through 21-00005 for five Cottage Homes in the Canemah National Register District

The Historic Review Board (HRB) recently approved alterations to a cottage home development in the Canemah National Register Historic District. In 2017, the HRB approved five cottage homes over four lots of record near the corner of 4th Avenue and Miller Street (files MD-17-01 through MD-17-06, and AP-17-04). The Historic Review alteration request was limited to the following design elements of the development: retaining wall height, window placement, materials and design, skylight locations, siding material, and porch design and well as other changes. The Historic Review Board unanimously approved the alteration request with modifications in the conditions of approval requiring, among other things, the removal of rough-textured cement siding installed on all of the homes and replacement with smooth fiber cement siding or wood siding.

Mayor Lyles Smith opened the Public Hearing.

There was discussion about the request the Commission received to re-open the record and accept additional testimony during the hearing.

Motion made by Commissioner O'Donnell, seconded by Commissioner McGriff, to keep the record closed and not accept any materials or additional testimony. The motion carried by the following vote:

Yea: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

Carrie Richter, Assistant City Attorney, clarified the Commission has agreed to not accept the materials sent to them prior to the meeting. Ms. Richter asked the Commission if they had any ex parte contacts, conflicts of interest or bias to declare since the May 5, 2021 hearing. She also asked if any of the Commissioners had visited the site. There were no new disclosures. There was no one from the public that wished to challenge these disclosures.

Kelly Reid, City Planner, provided a brief presentation regarding the issues before the Commission and suggestions of items to discuss.

The Commissioners posed questions and held discussions regarding the allowable retaining wall height.

Commissioner McGriff would like to see the wall built to mimic existing walls in the area using large stones and dark colored basalt. She asked questions about the 3.5-foot wall and how the plan deviated from that condition. Ms. Richter clarified that the original plan included more than one retaining wall that would have broken the same elevation into several terraces rather than one taller wall.

The Commissioners agreed to address each of the three issues separately, beginning with the retaining wall.

Mayor Lyles Smith asked Ms. Reid regarding an existing wall being built and what the requirements were. Ms. Reid was not sure if the wall was completed or not. There was consensus the retaining walls should be built to resemble existing stone walls in the area.

The Commission had discussion on window depth and shadowing in relation to the proposed window alterations. There was consensus that the current windows should be replaced with windows there were more historically appropriate in design that increased the depth, altered the shadow line, and the sill plate. Mayor Lyles Smith asked if the Commissioners would consider requiring the applicant to replace the windows with the type that would comply with the design standards. There was consensus to require the applicant to replace the windows with the proper type.

The Commission discussed the installation of the skylights and whether they met the requirement to be inconspicuous. There was consensus that the skylights in question should be removed since the skylights were visible from the adjacent streets.

Laura Terway, Community Development Director, summarized the changes that the Commission agreed upon in discussion: replacement of all windows as specified in the design guidelines with single-hung or double-hung windows, retention of the 5-foot retaining wall provided the wall texture is corrected to mimic the existing walls, and the removal of skylights that are visible from the street on houses 2, 4, and 5.

There was additional discussion regarding window requirements in the historic districts. There was discussion as to whether all the windows should be replaced rather than only those identified with red colored marks on the sitemap by the HRB. There was consensus to require replacement of all the windows with single-hung or double-hung windows.

The Commission took a break from 8:55 - 9:00 PM.

The Commission discussed the siding used on the cottages. There was consensus not to revisit the tentative decision to require replacement of the siding on all the cottages.

Motion made by Commissioner O'Donnell, seconded by Commissioner Marl, to modify the approval of the Historic Review Board for the modification application, requiring the retaining wall behind house 1 be faced with quarry stones from the area and all the windows be replaced with single-hung or double-hung wood or aluminum clad windows that give the appearance of wood

with trim that provides shadow lines, and removal of all skylights on houses 2, 4 and 5, to be adopted as a final decision at the June 2, 2021 City Commission meeting. The motion carried by the following vote:

Yea: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

- 8b. Continuation of Public Works Code Amendments Package #3 (GLUA 20-33, LEG 20-01) to June 16, 2021

Motion made by Commissioner O'Donnell, seconded by Commissioner Smith, Jr., to continue the Public Works Code Amendments Package #3 GLUA 20-33, LEG 20-01 to a date certain of June 16, 2021. The motion carried by the following vote:

Yea: 4 - Mayor Lyles Smith, Commissioner Marl, Commissioner O'Donnell, and Commissioner Smith, Jr.

Nay: 1 - Commissioner McGriff

9. GENERAL BUSINESS

- 9a. Resolution No. 20-37, Update to the Guidelines for Transportation Impact Analyses

The Guidelines for Transportation Analyses is used by developers to identify the information needed within a traffic study. The Guidelines identify the items which transportation engineers need to analyze to demonstrate that development will minimize traffic impacts. The Guidelines themselves simply identify the data that needs to be collected, not what is done with that data. The studies undertaken by developers' traffic engineers and are submitted to the City as part of the land use application and thus open to the community for review and comment. City staff and transportation engineering consultants review the Transportation Impact Analyses (TIAs) and use the results to help develop conditions of approval for the land use action to comply with the criteria in the Municipal Code. No changes to the criteria in the Code or the amount of acceptable congestion is proposed.

Ms. Terway explained what data needed to be included in Traffic Impact Analyses (TIA) and information regarding what the system looked like today, how much traffic there was and how much there would be in the future, along with what the impact would be after the full build-out. She provided examples of types of data that are typically included in reports.

Ray Atkinson, resident of Oregon City, provided comments and supported the updating of the TIA guidelines. Mr. Atkinson suggested adding criteria for multimodal transportation and level of traffic stress that included other components as performance measures.

Commissioner McGriff advocated simplifying the TIA guidelines and the analyses reports including the multimodal transportation and level of traffic stress criteria. Ms. Terway indicated that including those items would require modification of the City Code to include those criteria and adding them to the TIA document would make this misalign with the City Code. Ms. Terway, Mr. Lewis and Mr. Konkol provided some additional clarification on what analysis criteria can be changed and the timing involved in that process.

Motion made by Commissioner McGriff, seconded by Commissioner O'Donnell, to continue Resolution No. 20-37, Update to the Guidelines for Transportation Impact Analyses. The motion carried by the following vote:

Yea: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

- 9b. Resolution No. 21-18, Establishing a Minimum Equivalent Residential Unit Monthly Rate to be Charged for Stormwater Service Provided to Customers Serviced by Oregon City's Stormwater System

There was consensus to move this item to a future meeting.

Motion made by Commissioner O'Donnell, seconded by Commissioner Smith, Jr., to postpone Resolution No. 21-18 to a subsequent meeting. The motion carried by the following vote:

Yea: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

- 9c. Resolution No. 21-26, Adoption of Policy for Naming or Changing Names of Parks, Recreation/Cemetery Facilities

Kendall Reid, Parks and Recreation Director, provided a brief overview of the policy for naming or changing names of parks and recreation/cemetery facilities. He explained that the policy had been used since 2001 but did not appear to have been approved by the City Commission.

Commissioner McGriff asked if any community engagement had been conducted to review this policy. Mr. Reid discussed that the Parks and Recreation Advisory Committee had reviewed the policy, but no other groups. The policy itself includes citizen engagement in the process. Commissioner McGriff noted that the Neighborhood Associations no longer have a liaison, and it was unclear if a member of the Citizen Involvement Committee (CIC) would be included in the standing committee.

Commissioner McGriff suggested adding a CIC member to have additional citizen input.

Motion made by Commissioner McGriff, seconded by Commissioner Smith, Jr., to approve Resolution No. 21-26, Adoption of Policy for Naming or Changing Names of Parks and Recreation/Cemetery Facilities as amended, to add a member of the Citizen Involvement Committee. The motion passed with the following vote:

Yea: 5 - Mayor Lyles Smith, Commissioner Marl, Commissioner McGriff, Commissioner O'Donnell, and Commissioner Smith, Jr.

10. COMMUNICATIONS

City Manager

Tony Konkol, City Manager, reminded the Commissioners of the upcoming work session on May 24, 2021 with a presentation of the members of the Confederated Tribes of the Grande Ronde on the progress and vision for the Willamette Falls Legacy Project site.

Commissioners

There were no Commissioner communications.

Mayor

There were no Mayor communications.

11. ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 9:46 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



CITY OF OREGON CITY

CITY COMMISSION WORK SESSION

DRAFT MINUTES

Virtual Meeting
Tuesday, May 11, 2021 at 6:00 PM

CONVENE WORK SESSION AND ROLL CALL

Mayor Rachel 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, and Commissioner Rocky Smith, Jr.

STAFFERS: 13 - City Manager Tony Konkol, Asst. City Attorney Carrie Richter, Community Development Director Laura Terway, Public Works Director John Lewis, Asst. City Recorder Jakob Wiley, Police Chief Jim Band, Public Works Director John Lewis, Finance Director Matt Zook, Library Director Greg Williams, Parks & Rec. Director Kendall Reid, Senior Planner Christina Robertson-Gardner, Economic Development Manager James Graham, and Municipal Court Manager Wanda Shell

FUTURE AGENDA ITEMS

1. List of Future Work Session Agenda Items

Tony Konkol, City Manager, discussed the future items planned for the City Commission and the schedule.

DISCUSSION ITEMS

2. Clackamas Fire District #1 Wildfire/Park Place Update

Mr. Konkol introduced Shawn Olson, Clackamas Fire District Fire District No. 1 Fire Marshal. Mr. Konkol noted that some complaints about yard debris had been collecting in some private property around the City, creating a potential fire hazard. Mr. Olson discussed the authority of fire departments to mitigate fuel loads located on private property. Mr. Olson noted that the City may have a nuisance Code provision that could provide authority to abate the nuisance. Mr. Olson noted that the Oregon State Legislature is considering a bill to manage fire hazards in the urban-rural interface.

3. Oregon City/West Linn Pedestrian and Bicycle Bridge Concept Plan Update

Mayor Lyles Smith noted that the City had received three public comments for the record for this agenda item.

Marc Butorac, Kittelson Associates, introduced the recent updates on the public outreach process for a proposed bike-ped bridge between Oregon City and West Linn.

Stacy Thomas, Oregon Department of Transportation (ODOT), discussed the results of the survey conducted as part of the open house.

Roy Watters, ODOT, discussed ODOT's consultation with tribal groups in the region. The process of consultation has focused on sharing concerns with cultural resources in the area between the Willamette

Falls and the I-205/Abernathy Bridge. There are archeological sites, petroglyphs, and other cultural resources in the area. The Siletz Tribe is not in favor of any crossings that touch Moores Island. Other tribes have expressed disfavor of any bridge alignment near the Willamette Falls.

Nick Gross, Kittelson Associates, presented a technical analysis of the expected demand and preferences for use of several bridge alignments. The downstream alignments appeared to be more favored than those near the Arch Bridge or Willamette Bridge. The highest ranked alignment reached from 10th Street across the Willamette River, but those near the Willamette Falls also ranked high due to their attraction for tourism.

Mr. Butorac discussed that the two primary corridors will be considered for adoption in the concept transportation system plan, which enables better access to funding. The two corridors that would be included in the plan would be the adjacent to the Willamette Falls extending to Moores Island and the other would be from near 10th Street across the Willamette River. The concept plan would come before the City Commission for adoption, rejection, or amendment in the future.

Commissioner Smith discussed his concerns with the public outreach project and how the outcomes appeared to be identified before the public provided input at the open house. He expressed concern that the tribal groups had not expressed a definitive position on the proposed bridge or alignments.

Commissioner O'Donnell noted that he had attended several presentations related to the concept bridge. He noted that the option not to proceed with the concept bridge was never included as an option. He expressed concern that the money might be better spent on some other infrastructure project, which was not included in the public process. Generally, he considered the public outreach and survey flawed.

Mr. Butorac discussed that the City may choose not to pursue funding the proposed bridge even if it were adopted into the City's transportation system plan.

Commissioner Marl asked about the public outreach to high school students. Ms. Thomas discussed that the track athletes used the Arch Bridge and that it was not liked as a route.

Commissioner McGriff thanked the staff for their work given the expedited timeline that may have contributed to the issues with the public outreach. She discussed that she favored the alignments that were not near the Willamette Falls. The routes further to the north would encourage pedestrian travel through downtown. Commissioner McGriff noted that a speed reduction on McLaughlin Boulevard would be helpful and reduce the issues with crossing for the proposed bridge.

Commissioner Smith discussed that he would prefer alignments between the Arch Bridge and the Willamette Falls to preserve the view of the Arch Bridge when entering the City.

4. House Bill 2001: More Housing Choices for Oregonians Presentation by Ethan Stuckmayer Senior Planner of Housing Programs at Department of Land Conservation and Development

Laura Terway, Community Development Director, introduced Ethan Stuckmayer, Department of Land Conservation and Development, to present on House Bill (HB) 2001 (2019) related to middle housing development. Mayor Lyles Smith noted that the upcoming presenter, Mr. Stuckmayer, was a colleague of hers. HB 2003 (2019) is related to this bill but was more focused on housing development and was not the focus of the discussion. Mr. Stuckmayer discussed that Oregon has a high level of people experiencing severe rent burdens. Housing in Oregon tends to focus on single-family residential and multi-family housing units. The City would need to adopt updates to its Zoning and Land use Codes to allow development of higher housing density in single-family residential zoned lands. HB 2001 provides three ways to comply with the new law. The updates must be completed by June 30, 2022.

Christina Robertson-Gardner, Senior Planner, provided some information about the process for the updates for Oregon City's Zoning and Development Code.

Commissioner McGriff commented that changes to the Zoning Code may not mean that the development occurs. She noted that construction costs and the current housing markets may not provide affordable housing, which is the intention of HB 2001.

Mayor Lyles Smith noted that implementing HB 2003 would be more focused on housing production rather than adding a variety of housing types, which was the purpose of HB 2001.

5. Municipal Court Judge Recruitment and Selection Process

Patrick Foiles, Human Resources Director, discussed the draft job announcement for the Municipal Judge position. The position of municipal judge is appointed by the City Commission under the City Charter. Mr. Foiles discussed the process outlined for interviews and public comments. Carrie Richter, Asst. City Attorney, clarified that public comment is required if the City considers the employment within an executive session. Mr. Foiles noted that public comment could be taken earlier in the process. The City Commission agreed that public comment should be taken prior to the interviews.

CITY MANAGER'S REPORT

There was no City Manager's report.

Commissioner McGriff asked for some details about a police officer that had been injured by a bullet during an event over the weekend. Jim Band, Police Chief, discussed that the officer was shot from a moving vehicle attempting to deploy a spike strip. The officer is at home resting and may lose his vision in an eye.

COMMISSION COMMITTEE REPORTS

A. Beaver Creek Employment Area Blue Ribbon Committee - Commissioner Frank O'Donnell

B. Brownfield Grant Committee - Commissioner Frank O'Donnell

C. Citizen Involvement Committee Liaison - Commissioner Denyse McGriff

Commissioner McGriff noted that the last minute provided several updates on reforming the newer neighborhood associations.

D. Clackamas County Coordinating Committee (C4) - Mayor Rachel Lyles Smith

Mayor Lyles Smith was unable to attend due to a conflict with the City's budget committee meeting but could attend a subcommittee meeting. The subcommittee is attempting to pursue funding for infrastructure projects planned for 2025.

E. Clackamas County I-205 Tolling Diversion Committee - Appointed: Mayor Rachel Lyles Smith Alternate: Commissioner Frank O'Donnell

Mayor Lyles Smith discussed that no meetings have occurred recently. Commissioner O'Donnell outlined that he has had several discussions with State officials, but the process appears to be stalled with negotiations in the legislature. Mayor Lyle Smith mentioned a letter drafted by the Metropolitan Mayor's Association on this subject.

F. Clackamas Heritage Partners - Commissioner Rocky Smith, Jr.

Commissioner Smith did not have an update. Commissioner Smith attended the plaque ceremony for the 112th Anniversary of the McLoughlin Memorial Association and the restoration and relocation of the McLoughlin House.

G. Clackamas Water Environment Services Policy Committee -

Appointed: Commissioner Rocky Smith, Jr.

Alternate: Commissioner Denyse McGriff

H. Downtown Oregon City Association Board - Commissioner Denyse McGriff

Commissioner McGriff discussed a recent meeting and the hiring of a new elevator manager.

I. Metro Policy Advisory Committee (MPAC) - Appointed: Mayor Rachel Lyles Smith

Alternate: Commissioner Denyse McGriff

Mayor Lyles Smith noted that MPAC met on May 8, 2021 and changes to how mobility is measured to include all modes of transportation, including bikes and pedestrian travel.

J. OC 2040 Project Advisory Team - Appointed: Commissioners Denyse McGriff and Rocky Smith, Jr.

Commissioner McGriff discussed the last meeting on April 28, 2021 and working with Ms. Terway on the visioning document.

K. Oregon Governor's Willamette Falls Locks Commission - Vacant until State Appoints Mayor Rachel Lyles Smith

Mayor Lyles Smith discussed that a letter had been sent in support of the project for federal funding. HB 2564 could provide some funding for the project and was working its way through the legislature at the time.

L. Oregon City Tourism Stakeholder's Group - Appointed: Commissioners Denyse McGriff and Rocky Smith, Jr.

Commissioner Smith did not have an update. Commissioner McGriff discussed some conversations she has had recently with community members.

M. Oregon City/West Linn Pedestrian and Bicycle Bridge Concept Plan Project Advisory Committee - Appointed: Commissioner Denyse McGriff**N. South Fork Water Board (SFWB) - Mayor Rachel Lyles Smith, and Commissioners Frank O'Donnell and Rocky Smith, Jr.**

Commissioner Smith noted that the SFWB recently approved its budget. Commissioner O'Donnell discussed that the SFWB has a new backup system and is considering a third backup system for distributing water from the reservoir.

O. Willamette Falls and Landings Heritage Area - Commissioner Denyse McGriff

**P. Willamette Falls Legacy Project Liaisons - Mayor Rachel Lyles
Smith and Commissioners Frank O'Donnell**

Mayor Lyles Smith participated in a tribal leadership meeting with those tribes involved in the project. She also met with the project manager for the project and commented that the project partnership is changing. Mayor Lyles Smith noted that the Confederated Tribes of Grand Ronde will be presenting to the City Commission soon on the vision for the project.

Commissioner O'Donnell was concerned by the disagreements between tribal members and the stalls in the process. Commissioner O'Donnell suggested the City hold a round table meeting of all the tribal partners and the City Commission to assist in facilitating the process.

ADJOURNMENT

Mayor Lyles Smith adjourned the meeting at 9:16 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



CITY OF OREGON CITY

CITY COMMISSION ADDITIONAL RETREAT

2021 MEETING

DRAFT MINUTES

Virtual Meeting
Tuesday, February 23, 2021 at 5:30 PM

1. CONVENE MEETING AND ROLL CALL (5:30 PM)

Commission President Rocky Smith called the meeting to order at 5:33 PM.

PRESENT: 4 - Commissioner Denyse McGriff, Commissioner Frank O'Donnell, Commissioner Rachel Lyles Smith, Commissioner Rocky Smith, Jr.

STAFFERS: 10 - City Manager Tony Konkol, City Recorder Kattie Riggs, Asst. to the City Manager Lisa Oreskovich, Chief of Police Jim Band, Community Development Director Laura Terway, Public Works Director John Lewis, Finance Director Matt Zook, Human Resources Director Patrick Foiles, Economic Development Manager James Graham, and Communication Coordinator Kristin Brown (joined at 7:34 PM).

2. AGENDA REVIEW

3. REVIEW ROLES AND GROUND RULES

3a. Review Roles

3b. Review Ground Rules

4. REORIENT TO GOAL-SETTING PROCESS

5a. Goal Setting Outcomes

Sara Singer Wilson, Facilitator, welcomed everyone and reviewed the outcomes. Then she reviewed the agenda and timeframe for the meeting. Ms. Singer Wilson reviewed the roles and rules. She explained that the staff would be pretty quiet during this meeting to allow the Commission to refine the Goals more.

5. RECAP OF RETREAT MEETINGS DAY ONE AND TWO (5:45 PM)

Ms. Singer Wilson provided an overview of the process and context the Commission and where they would start the process for this meeting.

6. GOAL REFINEMENT (5:55 PM)

Ms. Singer Wilson reviewed the draft goals and strategies one goal at a time. There was discussion about if the goals and strategies should be more specific as to list projects or be higher level. The Commission decided to go strategy by strategy to review and edit.

The Commission took a break from 6:58 PM to 7:08 PM.

5a. Review Draft Goals and Strategies

5b. Commission Discussion

7. BREAK (6:55 PM)

8. PRIORITIZATION EXERCISE (7:05 PM)

Ms. Singer Wilson explained that she would be using a software system called Mentimeter, which is a live surveying tool to help the Commission prioritize their goals and strategies. She asked the Commission to access www.menti.com and enter the code to the live poll she created. Ms. Singer Wilson provided a test question, then moved into the live survey.

The Commission prioritized the strategies as follows (1=highest priority):

Invest in current and future capital needs for safe, sustainable infrastructure and City services:

1. *Prioritize projects in the transportation master plan to maximize safety and connectivity.*
2. *Complete an analysis to identify deferred maintenance and ongoing asset management costs for parks and identify funding options.*
3. *Review SDCs and utility rates to strike a balance between SDCs and rates.*
4. *Prioritize the implementation of the IT Strategic Plan.*
5. *Complete parks master plan and update system development fees.*
6. *Assess the communication infrastructure and equipment to improve overall quality and reliability of service to the community.*
7. *Develop a citywide facility master plan.*

Support improvements and partnerships that contribute to our hometown feel and showcase Oregon City's unique community identity:

1. *Determine the City's role in supporting community events and other amenities that support tourism and contribute to hometown feel.*
2. *Determine and establish relationships with the Tribes that have a shared history with Oregon City.*
3. *Enhance partnerships – County, Museum, CC Heritage Council, Downtown Association, Statewide Main Street Program, etc.*
4. *Promote the arts as a focus of community identity and reactivate the Arts Commission.*
5. *Use art to attract and engage more community members and visitors.*

Promote tourism and support economic development to foster community sustainability:

1. *Prioritize and implement the Citywide Economic Development Strategy.*
2. *Determine implementation of 2020 urban renewal study.*
3. *Implement the Tourism Strategy.*

Support diverse housing options in Oregon City:

1. *Prepare a plan to identify and implement housing strategies, tools and opportunities that work best for Oregon City.*
2. *Update City Code to provide additional housing choices in Oregon City.*
3. *Conduct a more detailed analysis of Oregon City's housing inventory.*

Adopt and implement a Homelessness Strategy for Oregon City:

**City Commission Additional Retreat 2021
Meeting**

Minutes

February 23, 2021

1. *Formalize the City's internal strategy to address homelessness and surrounding issues, communicate the strategy with the community, and continue engaging the community.*
2. *Develop partnerships with other local and regional governments to develop local and regional solutions including Oregon City's needs in serving the homeless population.*

Protect and preserve our environmental health and natural resources:

1. *Develop a climate action plan.*
2. *Evaluate a Citywide tree protection Ordinance.*

Promote diversity, equity and inclusion (DEI) for a safe, inclusive community and organization:

1. *Using the vision articulated in Resolution No. 20-19, develop a comprehensive internal and external DEI framework.*
2. *Create a community task force to guide the external DEI work.*
3. *Evaluate internal policies, procedures, hiring practices, purchasing, and Codes to reduce barriers and systemic inequities.*

The Commission prioritized the over-arching Goals as follows (1=highest priority):

1. *Promote diversity, equity and inclusion for a safe, inclusive community and organization*
2. *Invest in current and future capital needs for safe, sustainable infrastructure and City services*
3. *Improve the City's engagement efforts to reach the broader Oregon City community and inform the policy process*
4. *Adopt and implement a Homelessness Strategy for Oregon City*
5. *Promote tourism and support economic development to foster community sustainability*
6. *Support diverse housing options in Oregon City*

There was discussion about allowing the Oregon City residence the opportunity to prioritize these items. No consensus was reached.

9. DEVELOPING THE PLAN (7:45 PM)

7a. Implementation and Progress Reporting Discussion

10. TEAM AGREEMENT DISCUSSION (8:00 PM)

The Commission took a short break. They did a break-out session for the activity.

The Commission needed from staff:

- *A workplan for the biennium.*
- *Staff to be realistic and forthcoming of what is needed to*
- *What can be accomplished and in what timeframe, what are the trade-offs, chart-out milestones.*

The staff needed from the Commission:

- *Can't do it all, even though we recognize they are all great priorities (doing a small number of things well many be better than doing all of them not as well).*
- *These will take funding, time, and resources.*
- *Trust the process*
- *Clear direction from the Commission as a whole*
- *Stay focused on the Goals*
- *Assume positive intent*

**City Commission Additional Retreat 2021
Meeting****Minutes****February 23, 2021**

- *Active advocates for program implementations*
- *Don't underestimate the value in the personal relationships you make*
- *Listen to all voices, not the loudest voices*
- *Keep on Truckin'*

11. REFLECTION ACTIVITY (8:30 PM)**12. WRAP-UP, QUESTIONS, NEXT STEPS (8:45 PM)**

Ms. Singer Wilson mentioned the next steps would be to discuss implementation and progress reporting. With all the information from this meeting, staff will develop a workplan that will identify who the project leads are, the estimated timelines, and cost associated with each. The progress would be reported on a 6-month check-in with an annual report allowing for adjustments as need to the plan. There were discussions about the number of check-ins and if a dashboard could be created. The consensus was to have more frequent check-ins.

13. ADJOURNMENT (9:00 PM)

The meeting was adjourned at 9:03 PM.

Respectfully submitted,

Kattie Riggs, City Recorder



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 06/16/2021
From: Community Development Director Laura Terway

SUBJECT:

Request to Continue the Public Works Code Amendments Package #3 (GLUA 20-33, LEG 20-01) to July 21, 2021

STAFF RECOMMENDATION:

Continue Public Works Code Amendments Package #3 (GLUA 20-33, LEG 20-01) to July 21, 2021.

EXECUTIVE SUMMARY:

Staff has proposed code revisions to the Geologic Hazards Overlay District. Staff is requesting a continuance to allow the City Commission additional time to discuss the proposed amendments at a work session prior to consideration of adoption.

BACKGROUND:

Staff has proposed a variety of code amendments related to Public Works development code. As there are multiple chapters proposed for revision, the larger package of amendments was divided into a series of smaller amendments, which will each be considered independently for adoption through separate ordinances at multiple City Commission meetings. This approach will allow the City Commission and the public the ability to review each package closely while moving efficiently through the review process for Legislative File: GLUA 20:00033, LEG 20-00001. The City Commission has adopted the first two packages and is currently reviewing the third and final package related to amendments to OCMC 17.44 Geologic Hazard Overlay District. Staff is requesting a continuance to July 21, 2021 in order to discuss the proposed amendments at a work session prior to consideration of adoption.

OPTIONS:

1. Continue Public Works Code Amendments Package #3 (GLUA 20-33, LEG 20-01) to July 21, 2021 City Commission meeting.
2. Continuation to a different date certain.



CITY OF OREGON CITY

Staff Report

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

To: City Commission
From: Finance Director Matt Zook

Agenda Date: 06/16/2021

SUBJECT:

First Reading of Ordinance No. 21-1010, Amending the Oregon City Municipal Code Chapter 3.20 – Reimbursement Districts.

STAFF RECOMMENDATION:

Approve the First Reading of Ordinance No. 21-1010, amending Oregon City Municipal Code Chapter 3.20 – Reimbursement Districts.

EXECUTIVE SUMMARY:

Adoption of this Ordinance amends Oregon City Municipal Code Chapter 3.20 – Reimbursement Districts by removing references to specific dollar amounts and indices and requiring instead that these be adopted by resolution of the City Commission.

BACKGROUND:

Oregon City Municipal Code (OCMC) Chapter 3.20 provides a developer the option of creating a “reimbursement district” when they build infrastructure larger than what is required for their specific development. For example, they may build a water line from the City main to their new housing development, but it travels past several properties that they do not own. The reimbursement district allows the developer to collect payment from those other property owners when those property owners connect to the water line at some point in the future. The City acts as the conduit to calculate prorated cost amounts, track connections, collect money and reimburse the original developer.

There is a “threshold amount” that must be exceeded before the City will allow the reimbursement district. Ordinance No. 00-1004, enacted on February 2nd, 2000, codified in OCMC 3.20.030 that “the initial threshold amount shall be twenty-five thousand dollars and shall be adjusted annually by resolution of the City Commission, each July 1st by a factor equal to the Consumer Price Index.”

Currently staff is required to bring a new resolution to Commission each year in order to adjust the threshold amount for inflation. For instance, the threshold amount was

adjusted to \$38,800 effective July 1, 2019 by Resolution No. 19-24, and to \$39,800 effective July 1, 2020 by Resolution No. 20-20. A more efficient process would be for staff to update the threshold amount annually, for inflation only, without the need for an annual resolution, only bringing a resolution to the Commission if the threshold amount needs to be adjusted by an amount that exceeds inflation.

Also, it is uncommon to have specific monetary amounts or specific inflationary indices specified in code. Instead, code should refer to Commission resolution, which would specify the monetary amounts and the procedures for staff to update those amounts for inflation.

Therefore, staff recommends removing from code:

- the requirement to adopt a resolution on an annual basis to adjust the threshold amount for inflation,
- the reference to the threshold amount of \$25,000, an amount that is no longer relevant, and
- the reference to the Consumer Price Index for Portland, Oregon, an index that no longer exists.

In the near future, staff will bring a resolution to the Commission to adopt an updated threshold amount, as well as a procedure for staff to adjust the threshold amount on an annual basis for inflation.

This code change has no impact on revenue. It impacts the “threshold amount,” which is a criterion for creating a “reimbursement district.”

OPTIONS:

1. Approve the First Reading of Ordinance No. 21-1010.
2. Deny the First Reading of Ordinance No. 21-1010 and provide further direction to staff on how to proceed.

ORDINANCE NO. 21-1010

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OREGON CITY MUNICIPAL CODE CHAPTER 3.20 - REIMBURSEMENT DISTRICTS

WHEREAS, Chapter 3.20 provides a method to reimburse a person who finances the construction of a public improvement that has the capacity to serve development other than that for which it is built; and

WHEREAS, Oregon City Municipal Code (OCMC) 3.20.040(A) states that a person may apply to the City to form a reimbursement district if certain criteria are met; and

WHEREAS, one criterion is that the public improvement requested to be eligible to be included in a reimbursement district must cost in excess of the current threshold amount; and

WHEREAS, Oregon City Municipal Code (OCMC) 3.20.030 states that the initial threshold amount shall be twenty-five thousand dollars and shall be adjusted annually by resolution of the City Commission, each July 1st by a factor equal to the Consumer Price Index; and

WHEREAS, Resolution 19-24 adjusted the threshold amount to \$38,800 effective July 1, 2019, and Resolution 20-20 adjusted the threshold amount to \$39,800 effective July 1, 2020; and

WHEREAS, the City desires to remove from Oregon City Municipal Code references to specific dollar amounts and indices and instead adopt these by resolution of the City Commission.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City hereby amends Oregon City Municipal Code Chapter 3.20 entitled Reimbursement Districts, attached hereto as "Exhibit A," with additions shown in underline and deletions shown in strikethrough.

Read for the first time at a regular meeting of the City Commission held on the 16th day of June 2021, and the City Commission finally enacted the foregoing Ordinance this 7th day of July 2021.

RACHEL LYLES SMITH, Mayor

Attested to this 7th day of July 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Ordinance 21-1010 – Exhibit A

Chapter 3.20 - REIMBURSEMENT DISTRICTS

3.20.030 - Definitions.

"Administrative fee," as used in this chapter, means the amount of money charged by the city for the costs of administering this chapter, including, but not limited to, producing the city engineer's report, public meeting support, other personnel costs, mailing fees, legal fees and the costs to account, track and assess reimbursement charges to future development.

"Development" occurs when a structure or other use of land connects to or otherwise makes use of a sewer, water, stormwater or street improvement. As used in this chapter, "makes use of a stormwater improvement," means activities sufficient to trigger the requirements of Chapter 13.12.050. As used in this chapter, "makes use of a street improvement" means the construction or installation of an improvement or a change in the use of a property that increases traffic or congestion on the street improvement for which the reimbursement district is formed.

"LGIP" means local government investment pool.

"Person" is a natural person, the person's heirs, executors, administrators or assigns; a firm, partnership, corporation, association or legal entity, its successors or assigns; any agent, employee or any representative thereof or any other legal entity, including the city of Oregon City.

"Public improvement" means either any or all of the following: a street, stormwater, sewer or water improvement that will be dedicated to and accepted by the city.

"Reimbursement charge" is the charge imposed upon development by this chapter for the costs of financing a public street, water, sewer or stormwater improvement that serves a development. A reimbursement charge is not intended to limit or replace, and is in addition to, any other existing fees or charges collected by the city.

"Reimbursement district" is the area within which future development will potentially derive a benefit from the construction of public street, water, sewer or stormwater improvements financed, in whole or disproportionately large part, by a person without the formation of a local improvement district. A reimbursement district is limited to an area within the city and will be determined by the city commission.

"Reimbursement resolution" is a resolution of the city commission that identifies the potential reimbursement charge for future development within a reimbursement district.

"Threshold amount" is the minimum dollar amount an applicant under this chapter shall spend on a specific public improvement requested to be eligible to be included in a reimbursement district. The threshold amount pertains only to that portion of the improvement eligible for reimbursement under this chapter.

The ~~initial~~ threshold amount shall be ~~twenty-five thousand dollars and shall be adjusted annually by resolution of the city commission, each July 1st by a factor equal to the Consumer Price Index for Portland, Oregon~~ adopted by resolution of the city commission. The factor is determined by dividing the current CPI by the previous CPI. This is then multiplied by the threshold amount to establish the new threshold amount (rounded up or down to the nearest one hundred dollars). The current threshold amount shall be available from the city finance director. The city engineer may consider an administrative exemption to the threshold amount.

CPI_C	× CURRENT THRESHOLD	= NEW THRESHOLD Rounded
CPI_P		

Where ~~CPI_P~~ = Previous CPI and ~~CPI_C~~ = Current CPI

"Sewer improvement" is a sewer facility, sewer system, or sewer line improvement conforming to public works sanitary sewer design standards, including, but not limited to:

1. Extension of a sewer line to property other than that owned by the person financing the improvement so that sewer service can be provided to future development on that property without further extension of the line;
2. Construction of a sewer facility, system, or line larger, deeper, or of greater capacity than necessary to serve the property, except as noted in OCMC 3.20.050.D.6, of the person financing the improvement in order to provide future service to other development without the need to reconstruct the facility, system or line, or construct additional, deeper or parallel facilities, systems or lines; and
3. Construction of those items listed in the Public Works Sanitary Sewer Design Standards, OCMC 1.03 a through k ("items") of greater capacity than necessary to serve the property, except as noted in OCMC 3.20.050.D.6, of the person financing the improvement in order to provide future service to other development without the need to reconstruct the item, or construct additional, deeper, or parallel items.

"Street improvement" is a street improvement conforming to city standards and including, but not limited to:

1. Streets, stormwater facilities as defined in OCMC 13.12.040 in conjunction with streets, curbs, gutters, sidewalks, bike and pedestrian pathways, traffic control devices, street trees, lights, parking structures, signs and public right-of-way or easement acquisition;
2. Street extensions across frontages other than the person financing the improvement;
3. Fifty percent of the full street improvement widths, curb to curb; and
4. The portion of a half-street improvement across the frontage of the person financing the improvement that exceeds fifty percent of the widths in subsection 3 of this definition.

"Stormwater conveyance" is piping, ditching or pumping systems for moving stormwater from one point to another point.

"Stormwater improvement" is a stormwater conveyance, quantity, or quality facility, as defined in OCMC 13.12.040, other than that described in OCMC 3.20.050.D.6, conforming to city standards, including, but not limited to:

1. Extension of a stormwater line to property other than that owned by the person financing the improvement so that stormwater services can be provided to development on that property without further extension of the line;
2. Construction of a stormwater facility larger, deeper or of greater capacity than necessary to serve the property of the person financing the improvement in order to provide future service to other development without the need to reconstruct the facility, or the construction of additional, deeper, or parallel facilities;
3. A stormwater quantity facility with sufficient designed capacity to serve upstream development as defined in the person's or the city's stormwater drainage report that is approved by the city engineer; and
4. A water quality facility with sufficient designed capacity to serve upstream development as defined in the stormwater drainage report of the person financing the improvement and that is approved by the city engineer.

"Stormwater quality control" is defined in OCMC 13.12.040.

"Stormwater quantity control" is defined in OCMC 13.12.040.

"Water improvement" is a water facility, water system, or water line improvement, other than that described in OCMC 3.20.050.D.6, conforming to city standards, including, but not limited to:

1. Extension of a water line to property other than that owned by the person financing the improvement so that water service can be provided to development on that property without further extension of the line; and
2. Construction of a water facility, system, or line that is larger, deeper, or of greater capacity than necessary to serve the property of the person financing the improvement in order to provide future service to other development without the need to reconstruct the facility, system, or line; or the construction of additional, deeper, or parallel facility, system or line.



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 06/16/2021
From: Community Development Director Laura Terway

SUBJECT:

Second Reading and Final Adoption of Ordinance No. 21-1009, Annexation Code Amendments Title 14, Chapter 14.04 and LEG-21-00001

STAFF RECOMMENDATION:

Staff recommends that the City Commission approve the second reading of Ordinance 21-09 and approve LEG-21-0001.

EXECUTIVE SUMMARY:

On June 2, 2021, City Commission approved the first reading of Ordinance 21-09 to Oregon City Municipal Code Chapter 14.04 – City Boundary Changes and Extension of Services. The City Commission made a slight modification to factor 6(b), reversing the order of “housing and/or jobs” to “jobs and/or housing”.

The City Commission approved all the recommended amendments of the Planning Commission for factors 6(b), 8, 10, 11 and 12, as discussed in the background below, as well as including wireless communication infrastructure in the statements of availability of services and utilities under “Contents of Application”.

Staff has prepared revised final findings for adoption. Please refer to the legislative staff report for final findings, and the “Detailed Summary of Changes” document that presents a summary of the proposed amendments in tabular format.

A clean copy of the code as well as a red-lined version is attached.

BACKGROUND:

The City Commission held three work sessions on December 16th, 2020, January 12th, 2021, and March 3, 2021. The intent of the amendments is to provide greater specificity and clarity to the factors in OCMC 14.04.060 by which annexations are evaluated, while recognizing that annexations are highly discretionary decisions of the City Commission that change city boundaries and are not development applications in and of themselves.

The Oregon City Municipal Code (OCMC) 14.04.040 sets out a series of “factors” that must be “considered” to approve an annexation request. These factors include:

1. Adequacy of access to the site;
2. Conformity of the proposal with the city's comprehensive plan;
3. Adequacy and availability of public facilities and services to service potential development;
4. Compliance with applicable sections of ORS 222, and Metro Code Section 3.09;
5. Natural hazards identified by the city, such as wetlands, floodplains and steep slopes;
6. Any significant adverse effects on specially designated open space, scenic, historic or natural resource areas by urbanization of the subject property at time of annexation;
7. Lack of any significant adverse effects on the economic, social and physical environment of the community by the overall impact of the annexation;
8. Whether significant site grading or tree removal (greater than fifty percent of the "forest canopy"), excluding farm or forest practices as defined under ORS 30.930, has occurred on the property since the date when the annexation application was filed with the city.

Successful annexations must demonstrate a “positive balance” of factors. Adopted in 1999, these standards provide the City with a great deal of discretion, but can be problematic, not only because they offer “factors” for consideration rather than criteria, but also because they are quite vague. For example, the Commission has a great deal of latitude to determine the extent to which utilities must be adequate or available to satisfy this factor.

Annexations are highly discretionary decisions that are filed prior to or concurrently with other required and land use applications, such as zone changes, land divisions and site plan and design review. All annexation decisions are made through a recommendation by the Planning Commission with a final decision by the City Commission.

PLANNING COMMISSION RECOMMENDATIONS

At the public hearing on May 10, 2021 Planning Commission suggested several additional changes for the City Commission’s consideration.

Factor 6(b).

Factor 6(b) is one of three subfactors that are intended to show whether the annexation is “in the best interest” of the City.

Planning Commission recommended that factor 6(b), the subfactor that addresses land needs, be amended to include the terms “jobs and/or housing”, and suggested that the City Commission weight this factor more heavily than factors 6(a) or (6c), or even allow it to stand on its own if the land to be annexed includes significant jobs and / or housing.

Factor 8.

Factor 8 concerns natural hazards, both mapped and unmapped by the City.

Planning Commission recommended that the word “landslides” be added to factor 8 since natural hazards include steep slopes and landslides.

Factors 10 and 11.

Factors 10 and 11 are concerned with adverse impacts to the economic, social and physical environment of the community and on specially designated open space, scenic, historic or natural resource areas.

Planning Commission discussed the differences and similarities between factors 10 and 11 and found the language confusing. They there recommended that the factors be combined in some manner while adding specificity regarding what the terms “identified” and “designated” mean. Staff has attempted to provide a suitable combination of the factors for the City Commission’s considerations.

Factor 12 (will be renumbered to 11 if factors 10 and 11 are combined)

This factor concerns significant site grading or tree removal that may occur following application for annexation.

Planning Commission did not make any recommendations for changes to this factor, however some Planning Commissioners felt that the factor was an overreach by the City. Other Planning Commissioners felt this factor was important since the factor originally arose to complaints from neighboring properties.

Planning Commission also cautioned about the “law of unintended consequences” since the factor could incentivize prospective annexation applicants who wish to develop their property to cut down trees or grade land *even sooner*, if they know that they will not be allowed to do so, or face consequences, once they file an annexation application. In other words, this factor could backfire and result in the opposite of what it was intended to do, which was to avoid significant tree removal and site grading prior to land use approval.

DIRECTION FROM CITY COMMISSION

The City Commission provided the following direction to guide staff in amending the code:

- Identify precisely which public services and infrastructure must be analyzed;
- Assure that the impact of future development within the annexation is identified and has already been accounted for in the City’s infrastructure master plans;
- Require the applicant to identify the funding sources for future infrastructure improvements;

- Emphasize the desire for timely and efficient annexations;
- Prioritize annexations by requiring the applicant to demonstrate a need for annexation;
- Provide more specificity within the annexation factors to identify the level of planning and infrastructure analysis required to determine that future development can be adequately served.
- Add more language regarding the funding sources for mitigation, such as public improvements.
- Lower the threshold size of annexation triggering the master planning (OCMC Chapter 17.65) requirement to five acres.
- Add a factor identifying all historically designated and potentially eligible historic structures be identified.
- Research other city codes such as the City of Sandy for additional criteria.
- Explore the “Concentric Circles” idea.
- Make explicit the option for the Commission to utilize development agreements.

OPTIONS:

1. Approve the second reading of Ordinance 21-1009 with the changes to OCMC 14.04 tentatively approved by City Commission on June 2, 2021.
2. Approve the second reading of Ordinance 21-1009 with additional modifications by the City Commission.
3. Do not approve the second reading of Ordinance 21-1009 and continue the public hearing for LEG-21-00001 to a date certain.

ORDINANCE NO. 21-1009

AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OREGON CITY MUNICIPAL CODE (OCMC) TITLE 14, ANNEXATIONS, CHAPTER 14.04 – CITY BOUNDARY CHANGES AND EXTENSION OF SERVICES

WHEREAS, Oregon City Municipal Code (OCMC) Title 14, Annexations, Chapter 14.04 – City Boundary Changes and Extension of Services provides the standards, procedures, and factors by which the City evaluates annexation proposals; and

WHEREAS, the City Commission recognizes that annexations are discretionary decisions of the City Commission pursuant to OCMC 17.50, 14.04, ORS Ch. 222 and Metro Code 3.09; and

WHEREAS, the City Commission desires to provide greater clarity and specificity to the annexation approval process to ensure that annexations are timely, orderly and efficient; and

WHEREAS, the proposed amendments OCMC 14.04 provide such assurance as well as greater clarity to applicants; and

WHEREAS, the City Commission held three work sessions on December 16th, 2020, January 12th, 2021, and March 3, 2021 to review the code amendments; and

WHEREAS, the Planning Commission held a public hearing on May 10, 2021 and recommended approval of the proposed code amendments with modifications; and

WHEREAS, the City Commission held a public hearing on June 2, 2021 and found that the proposed code amendments meet all of the criteria for Legislative approval as discussed in the Staff Report and Recommended Findings for File LEG-21-00001.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. OCMC 14.04 - City Boundary Changes and Extension of Services is hereby amended (Attachment A).

Read for the first time at a regular meeting of the City Commission held on the 2nd Day of June, 2021, and the City Commission finally enacted the foregoing ordinance this 16th day of June, 2021.

RACHEL LYLES SMITH, Mayor

Attested to this 16th day of June 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney



Oregon City Municipal Code

Chapter 14.04 – City Boundary Changes and Extension of Services

14.04.010 - Purpose.

It is the purpose and general intent of the ordinance codified in this chapter to delineate the appropriate procedures to be followed to annex territory to the City and to undertake other major and minor boundary changes. It is recognized that annexations to the corporate limits are major land use actions affecting all aspects of city government, and that other boundary changes and extensions of services shall also be regulated.

- A. With respect to annexations, the procedures and standards established in this chapter are required for review of proposed annexations in order to:
 - 1. Provide adequate public information and sufficient time for public review before an annexation election, where applicable;
 - 2. Maximize citizen involvement in the annexation review process;
 - 3. Establish a system for measuring the physical, environmental, fiscal and related social effects of proposed annexations; and
 - 4. Ensure adequate time for staff review.
- B. With respect to major and minor boundary changes or extensions of services other than annexations, it is the purpose and general intent of this chapter to provide a method by which such changes or extensions may be reviewed in a rational way and in accordance with applicable comprehensive plans.

14.04.020 - State and regional regulations regarding annexations, other boundary changes and extensions of services.

The regulations and requirements of ORS Ch. 222, and Metro Code Section 3.09, are concurrent obligations for annexation and are not affected by the provisions of this chapter.

14.04.030 - Definitions.

Unless the context requires otherwise, the following definitions and their derivations shall be used in this chapter:

"City" means the City of Oregon City, Oregon.

"Commission" or "City Commission" means the City Commission of Oregon City, Oregon.

"District" means an entity described in ORS 198.010, 198.710(1) to (4) or 199.420.

"Major boundary change" means the formation, merger, consolidation or dissolution of a city or district.

"Minor boundary change" means an annexation or withdrawal of territory to or from a city or district or from a city-county to a district. "Minor boundary change" also means an extra-territorial extension of water or sewer service by a city or district.

"Planning Commission" means the Oregon City Planning Commission.

"Withdrawal" means the detachment, disconnection, or exclusion of territory from the City or service district.

14.04.040 - Procedures for major boundary changes and for minor boundary changes other than annexations.

- A. With respect to major boundary changes and for minor boundary changes other than for annexations, the procedures that shall be followed shall be those provided by the laws of the State of Oregon.
- B. The City Commission may provide for the withdrawal of territory from a district described in ORS 222.111, when land is annexed into the City. Any such withdrawal shall be specifically set forth in the final order of the City Commission approving the annexation.

14.04.050 - Annexation procedures.

- A. Application Filing Deadlines. If applicable, annexation elections shall be scheduled for March, May, September and November of each year. Each application shall first be approved by the City Commission, which shall provide a valid ballot title in sufficient time for the matter to be submitted to the voters as provided by the election laws of the state of Oregon.
- B. Pre-application Review. Prior to submitting an annexation application, the applicant shall confer in the manner provided by OCMC 17.50.050 with City staff.
- C. Neighborhood Contact. Prior to filing an annexation application, the applicant shall meet with the City-recognized neighborhood association or associations within which the property proposed to be annexed is located. Proactive efforts by the applicant to meet with a neighborhood association shall be deemed a positive factor in the evaluation of the annexation application.
- D. Signatures on Consent Form and Application. The applicant shall sign the consent form and the application for annexation. If the applicant is not the owner of the property proposed for annexation, the owner shall sign the consent form and application in writing before the Community Development Director may accept the same for review.
- E. Contents of Application. An applicant seeking to annex land to the City shall file with the City the appropriate application form approved by the Community Development Director. The application shall include the following:
 - 1. Written consent form to the annexation signed by the requisite number of affected property owners, electors or both, provided by ORS 222, if applicable;
 - 2. A legal description of the territory to be annexed, meeting the relevant requirements of the Metro Code and ORS 308. If such a description is not submitted, a boundary survey may be required. A lot and block description may be substituted for the metes and bounds description if the area is platted. If the legal description contains any deed or book and page references, legible copies of these shall be submitted with the legal description;
 - 3. A list of property owners within three hundred feet of the subject property and, if applicable, those property owners that will be "islanded" by the annexation proposal, on mailing labels acceptable to the City Manager;
 - 4. Two full quarter-section county tax assessor's maps, with the subject property(ies) outlined;
 - 5. A site plan, drawn to scale (not greater than one inch = fifty feet), indicating:
 - a. The location of existing structures (if any);
 - b. The location of streets, sewer, water, electric and other utilities, on or adjacent to the property to be annexed;
 - c. The location and direction of all water features on and abutting the subject property. Approximate location of areas subject to inundation, stormwater overflow or standing

- water. Base flood data showing elevations of all property subject to inundation in the event of one hundred year flood shall be shown;
- d. Natural features, such as rock outcroppings, marshes or wetlands (as delineated by the Division of State Lands), wooded areas, identified habitat conservation areas, isolated preservable trees (trees with trunks over six inches in diameter—as measured four feet above ground), and significant areas of vegetation; and
 - e. General land use plan indicating the types and intensities of the proposed, or potential development.
6. If applicable, a double-majority worksheet, certification of ownership and voters. Certification of legal description and map, and boundary change data sheet on forms provided by the City.
 7. Narrative statements explaining the conditions surrounding the proposal and addressing each of the annexation factors contained in section 14.04.060, as relevant.
 - a. Statement of availability, capacity and status of existing water, sewer, drainage, transportation, wireless communications infrastructure, park and school facilities;
 - b. Statement of increased demand for such facilities to be generated by the proposed development, if any, at this time;
 - c. Statement of additional facilities, if any, required to meet the increased demand and any proposed phasing of such facilities in accordance with projected demand;
 - d. Statement outlining method and source of financing required to provide additional facilities, if any;
 - e. Statement of overall development concept and methods by which the physical and related social environment of the site, surrounding area and community will be enhanced;
 - f. Statement of potential physical, aesthetic, and related social effects of the proposed, or potential development on the community as a whole and on the small subcommunity or neighborhood of which it will become a part; and proposed actions to mitigate such negative effects, if any; and
 - g. Statement indicating the type and nature of any comprehensive plan text or map amendments, or zoning text or map amendments that may be required to complete the proposed development.
 - h. The narrative statements described above, and the analyses contained therein should be based on the reasonably “worst case development scenario”. This means that the required analysis of impacts on city services and utilities should assume the most reasonably intense development scenario given the anticipated city zoning for the annexation area using commonly accepted measures such as number of residential units, overall residents, commercial floor area, etc.
 8. The application fee for annexations established by resolution of the City Commission and any fees required by Metro. In addition to the application fees, the City Manager shall require a deposit, which is adequate to cover any and all costs related to the election.
 9. Paper and electronic copies of the complete application as required by the community development director.

14.04.060 - Annexation factors.

- A. When reviewing a proposed annexation, the commission shall consider the following factors, as relevant and approve an annexation only when it finds that on balance these factors are satisfied:
 1. Adequacy of access to the site;
 2. Consistency of the proposal with the City's adopted Comprehensive Plan, including but not limited to goals and policies for urbanization, housing, cultural, historic and natural resources, infrastructure, and provision of public infrastructure and community services;

3. Adequacy and availability of the following public facilities and services to serve potential development at time of development;
 - a. Transportation. The urbanization of the site is accounted for in the Transportation System Plan. The application demonstrates that the annexation is consistent with the Transportation Planning Rule (TPR) or explain why a TPR analysis is not required;
 - b. Sewer. The urbanization of the site is accounted for in the Sewer Master Plan;
 - c. Water. The urbanization of the site is accounted for in the Water Master Plan;
 - d. Stormwater. The urbanization of the site is accounted for in the Stormwater Master Plan;
 - e. Police, Fire, and Emergency Services. Police, fire, and emergency services can adequately serve the site;
 - f. Parks. The urbanization of the site is accounted for in the Parks and Recreation Master Plan; and
 - g. Schools. The urbanization of the site is analyzed for school capacity in a Concept Plan or in a school forecast approved by Oregon City School District.
4. Demonstration of how the impacts of future development to City public facilities and services will be mitigated. Mitigation may include on-site or off-site infrastructure or improvements to existing infrastructure to City standards and specifications, payment of system development charges, etc. Funding for the mitigation must be identified. The City Commission reserves the right to enter into a development agreement with the applicant that governs the extent and timing of infrastructure improvements.
5. Annexations over 5 acres shall obtain Master Plan approval at a public hearing before the Planning Commission prior to or concurrent with a Land Division or Site Plan and Design Review application. The Master Plan will identify the details of development including the overall impact of development on the city infrastructure and mitigating improvements.
6. The annexation is in the best interest of the City. Generally, the Commission may consider the annexation is in the best interest of the city if it meets two or more of the following criteria:
 - a. It provides a needed solution for existing problems, resulting from insufficient sanitation, water service, or other urban service-related problems; or
 - b. It provides land for development to meet urban needs including jobs and/or housing in an orderly and logical growth pattern; or
 - c. It provides needed routes for utility and transportation networks.
7. Compliance with applicable sections of ORS 222, and Metro Code Section 3.09 including a demonstration that the proposed annexation is timely, orderly, and efficient;
8. All natural hazards identified by the City, such as wetlands, floodplains, steep slopes and landslides, including those mapped and unmapped by the City, County, State or other government agencies are identified;
9. All historically designated and potentially eligible historic structures are identified;
10. Any significant adverse impacts on the economic, social and physical environment of the community or on specially designated open space, scenic, historic or natural resource areas identified in the Comprehensive Plan by urbanization of the subject property at time of annexation can be avoided or mitigated;
11. The extent to which the proposed annexation territory includes preservation of natural features, landforms and significant tree canopy since the date when the annexation application was filed with the City, excluding properties under farm or forest tax deferment or farm or forest practices as defined under ORS 30.930. Annexations which demonstrate efforts to avoid significant site

grading or tree removal will be viewed more favorably than those upon which such activities have occurred.

14.04.070 - Action by the Planning Commission.

The Planning Commission shall conduct a public hearing in the manner provided by OCMC 17.50.170(B) to evaluate the proposed annexation and make a recommendation to the City Commission regarding how the proposal has or has not complied with the factors set forth in OCMC 14.04.060 of this chapter. The Planning Commission shall provide findings in support of its recommendation.

14.04.080 - Action by City Commission.

- A. Upon receipt of the Planning Commission's recommendation, the City Commission shall hold a public hearing in the manner provided by OCMC 17.50.170(C). The City Commission shall endeavor to review all proposals prior to the City application deadline for submitting ballot measures to the voters, if applicable. The City Commission shall only set for an election annexations consistent with a positive balance of the factors set forth in OCMC 14.04.060. The City Commission shall make findings in support of its decision to schedule an annexation for an election.
- B. The City Commission reserves the right to enter into a development agreement with the owners of property that is proposed for annexation to the City.

14.04.090 - Legal advertisement of pending election.

After City Commission review and approval, the Community Development Director shall cause a legal advertisement describing the proposed annexation and pending election to be published in at least one newspaper of general circulation in the City in the manner provided by state election law. The advertisement shall be placed at least fourteen days prior to the election. The size of the advertisement shall be determined by the City Manager. The advertisement shall contain: a description of the location of the property, size of the property, its current zoning and any proposal for zone changes upon annexation, a general description of the potential land uses allowed, any required comprehensive plan text or map amendment or zoning ordinance text or map amendment, and where the City Commission's evaluation of the proposed annexation may be found. Any statement regarding development of the property proposed for annexation that is dependent upon future action by the City shall be accompanied by a disclaimer to the effect that such development would not be affected by the annexation vote.

14.04.100 - Election procedures.

- A. Pursuant to ORS 222.130(1), the ballot title for a proposal for annexation shall contain a general description of the boundaries of each territory proposed to be annexed. The description shall use streets and other generally recognized features. Notwithstanding ORS 250.035, the statement of chief purpose shall not exceed one hundred fifty words. The City Attorney shall prepare the ballot title wording.
- B. Pursuant to ORS 222.130(2), the notice of an annexation shall be given as provided in ORS 254.095 and 254.205, except that in addition the notice shall contain a map indicating the boundaries of each territory proposed to be annexed.
- C. Pursuant to ORS 222.111(7), two or more proposals for annexation of territory may be voted upon simultaneously; however, each proposal shall be stated separately on the ballot and voted on separately.

14.04.110 - Setting of boundaries and proclamation of annexation.

Upon approval by the voters of the proposed annexation, the City Commission, by ordinance, shall set the boundaries of the area to be annexed by a legal description, adopt findings, and proclaim the results of the election.

14.04.120 - Exceptions.

The City Commission may authorize an exception to any of the requirements of this chapter. An exception shall require a statement of findings that indicates the basis for the exception. Exceptions may be granted for identified health hazards and for those matters which the City Commission determines that the public interest would not be served by undertaking the entire annexation process. All annexations, however, shall be referred to the voters of the City except those exempted by state law. An exception referring to an annexation application that meets the approval criteria to an election cannot be granted except as provided for in the Oregon Revised Statutes.



OREGON CITY

Community Development – Planning

695 Warner Parrott Road | Oregon City OR 97045
Ph (503) 722-3789 | Fax (503) 722-3880

Oregon City Municipal Code

Chapter 14.04 – City Boundary Changes and Extension of Services

14.04.010 - Purpose.

It is the purpose and general intent of the ordinance codified in this chapter to delineate the appropriate procedures to be followed to annex territory to the City and to undertake other major and minor boundary changes. It is recognized that annexations to the corporate limits are major land use actions affecting all aspects of city government, and that other boundary changes and extensions of services shall also be regulated.

- A. With respect to annexations, the procedures and standards established in this chapter are required for review of proposed annexations in order to:
 1. Provide adequate public information and sufficient time for public review before an annexation election, where applicable;
 2. Maximize citizen involvement in the annexation review process;
 3. Establish a system for measuring the physical, environmental, fiscal and related social effects of proposed annexations; and
 4. Ensure adequate time for staff review.
- B. With respect to major and minor boundary changes or extensions of services other than annexations, it is the purpose and general intent of this chapter to provide a method by which such changes or extensions may be reviewed in a rational way and in accordance with applicable comprehensive plans.

14.04.020 - State and regional regulations regarding annexations, other boundary changes and extensions of services.

The regulations and requirements of ORS Ch. 222, and Metro Code Section 3.09, are concurrent obligations for annexation and are not affected by the provisions of this chapter.

14.04.030 - Definitions.

Unless the context requires otherwise, the following definitions and their derivations shall be used in this chapter:

"City" means the City of Oregon City, Oregon.

"Commission" or "City Commission" means the City Commission of Oregon City, Oregon.

"District" means an entity described in ORS 198.010, 198.710(1) to (4) or 199.420.

"Major boundary change" means the formation, merger, consolidation or dissolution of a city or district.

"Minor boundary change" means an annexation or withdrawal of territory to or from a city or district or from a city-county to a district. "Minor boundary change" also means an extra-territorial extension of water or sewer service by a city or district.

"Planning Commission" means the Oregon City Planning Commission.

"Withdrawal" means the detachment, disconnection, or exclusion of territory from the City or service district.

14.04.040 - Procedures for major boundary changes and for minor boundary changes other than annexations.

- A. With respect to major boundary changes and for minor boundary changes other than for annexations, the procedures that shall be followed shall be those provided by the laws of the State of Oregon.
- B. The City Commission may provide for the withdrawal of territory from a district described in ORS 222.111, when land is annexed into the City. Any such withdrawal shall be specifically set forth in the final order of the City Commission approving the annexation.

14.04.050 - Annexation procedures.

- A. Application Filing Deadlines. ~~If applicable, a~~ Annexation elections shall be scheduled for March, May, September and November of each year. Each application shall first be approved by the City Commission, which shall provide a valid ballot title in sufficient time for the matter to be submitted to the voters as provided by the election laws of the state of Oregon.
- B. Pre-application Review. Prior to submitting an annexation application, the applicant shall confer in the manner provided by OCMC 17.50.050 with City staff.
- C. Neighborhood Contact. Prior to filing an annexation application, the applicant shall meet with the City-recognized neighborhood association or associations within which the property proposed to be annexed is located. ~~Unwillingness or unreasonable unavailability~~ Proactive efforts by the applicant to meet with a ~~neighborhood association to meet~~ shall ~~not~~ be deemed a ~~negative~~ positive factor in the evaluation of the annexation application.
- D. Signatures on Consent Form and Application. The applicant shall sign the consent form and the application for annexation. If the applicant is not the owner of the property proposed for annexation, the owner shall sign the consent form and application in writing before the Community Development Director may accept the same for review.
- E. Contents of Application. An applicant seeking to annex land to the City shall file with the City the appropriate application form approved by the Community Development Director. The application shall include the following:
 - 1. Written consent form to the annexation signed by the requisite number of affected property owners, electors or both, provided by ORS 222, if applicable;
 - 2. A legal description of the territory to be annexed, meeting the relevant requirements of the Metro Code and ORS 308. If such a description is not submitted, a boundary survey may be required. A lot and block description may be substituted for the metes and bounds description if the area is platted. If the legal description contains any deed or book and page references, legible copies of these shall be submitted with the legal description;
 - 3. A list of property owners within three hundred feet of the subject property and, if applicable, those property owners that will be "islanded" by the annexation proposal, on mailing labels acceptable to the City Manager;
 - 4. Two full quarter-section county tax assessor's maps, with the subject property(ies) outlined;
 - 5. A site plan, drawn to scale (not greater than one inch = fifty feet), indicating:
 - a. The location of existing structures (if any);
 - b. The location of streets, sewer, water, electric and other utilities, on or adjacent to the property to be annexed;
 - c. The location and direction of all water features on and abutting the subject property.

water. Base flood data showing elevations of all property subject to inundation in the event of one hundred year flood shall be shown;

- d. Natural features, such as rock outcroppings, marshes or wetlands (as delineated by the Division of State Lands), wooded areas, identified habitat conservation areas, isolated preservable trees (trees with trunks over six inches in diameter—as measured four feet above ground), and significant areas of vegetation; and
 - e. General land use plan indicating the types and intensities of the proposed, or potential development.
6. If applicable, a double-majority worksheet, certification of ownership and voters. Certification of legal description and map, and boundary change data sheet on forms provided by the City.
7. ~~A narrative statements~~ explaining the conditions surrounding the proposal and addressing each of the annexation factors contained in ~~the ordinance codified in this chapter section 14.04.060~~, as relevant, ~~including:~~
- a. Statement of availability, capacity and status of existing water, sewer, drainage, transportation, wireless communications infrastructure, park and school facilities;
 - b. Statement of increased demand for such facilities to be generated by the proposed development, if any, at this time;
 - c. Statement of additional facilities, if any, required to meet the increased demand and any proposed phasing of such facilities in accordance with projected demand;
 - d. Statement outlining method and source of financing required to provide additional facilities, if any;
 - e. Statement of overall development concept and methods by which the physical and related social environment of the site, surrounding area and community will be enhanced;
 - f. Statement of potential physical, aesthetic, and related social effects of the proposed, or potential development on the community as a whole and on the small subcommunity or neighborhood of which it will become a part; and proposed actions to mitigate such negative effects, if any; and
 - g. Statement indicating the type and nature of any comprehensive plan text or map amendments, or zoning text or map amendments that may be required to complete the proposed development.
 - h. The narrative statements described above, and the analyses contained therein should be based on the reasonably "worst case development scenario". This means that the required analysis of impacts on city services and utilities should assume the most reasonably intense development scenario given the anticipated city zoning for the annexation area using commonly accepted measures such as number of residential units, overall residents, commercial floor area, etc.
8. The application fee for annexations established by resolution of the City Commission and any fees required by Metro. In addition to the application fees, the City Manager shall require a deposit, which is adequate to cover any and all costs related to the election.
9. Paper and electronic copies of the complete application as required by the community development director.

Commented [PW1]: Planning Commission recommendation

14.04.060 - Annexation factors.

- A. When reviewing a proposed annexation, the commission shall consider the following factors, as relevant and approve an annexation only when it finds that on balance these factors are satisfied:
 - 1. Adequacy of access to the site;

2. ~~Conformity~~ Consistency of the proposal with the City's adopted Comprehensive Plan, including but not limited to goals and policies for urbanization, housing, cultural, historic and natural resources, infrastructure, and provision of public infrastructure and community services;
3. Adequacy and availability of the following public facilities and services to ~~serve~~ provide potential development at time of development;
 - a. Transportation. The urbanization of the site is accounted for in the Transportation System Plan. The application demonstrates that the annexation is consistent with the Transportation Planning Rule (TPR) or explain why a TPR analysis is not required;
 - b. Sewer. The urbanization of the site is accounted for in the Sewer Master Plan;
 - c. Water. The urbanization of the site is accounted for in the Water Master Plan;
 - d. Stormwater. The urbanization of the site is accounted for in the Stormwater Master Plan;
 - e. Police, Fire, and Emergency Services. Police, fire, and emergency services can adequately serve the site;
 - f. Parks. The urbanization of the site is accounted for in the Parks and Recreation Master Plan; and
 - g. Schools. The urbanization of the site is analyzed for school capacity in a Concept Plan or in a school forecast approved by Oregon City School District.
4. Demonstration of how the impacts of future development to City public facilities and services will be mitigated. Mitigation may include on-site or off-site infrastructure or improvements to existing infrastructure to City standards and specifications, payment of system development charges, etc. Funding for the mitigation must be identified. The City Commission reserves the right to ~~An applicant may enter into a development agreement with the City~~ applicant that governs the extent and timing of infrastructure improvements.
5. Annexations over 5 acres shall obtain Master Plan approval at a public hearing before the Planning Commission prior to or concurrent with a Land Division or Site Plan and Design Review application. The Master Plan will identify the details of development including the overall impact of development on the city infrastructure and mitigating improvements.
6. The annexation is in the best interest of the City. Generally, the Commission may consider the annexation is in the best interest of the city if it meets two or more of the following criteria:
 - a. It provides a needed solution for existing problems, resulting from insufficient sanitation, water service, or other urban service-related problems; or
 - b. It provides land for development to meet urban needs ~~including jobs and/or housing~~ in an orderly and logical growth pattern; or
 - c. It provides needed routes for utility and transportation networks.
7. Compliance with applicable sections of ORS 222, and Metro Code Section 3.09 ~~including a demonstration that the proposed annexation is timely, orderly, and efficient;~~
8. All ~~the~~ natural hazards identified by the City, such as wetlands, floodplains, ~~and~~ steep slopes ~~and~~ landslides, including those mapped and unmapped by the City, ~~County, State or other government agencies are identified;~~
9. All historically designated and potentially eligible historic structures are identified;
10. ~~6. Any significant adverse effects~~ impacts on the economic, social and physical environment of the community or on specially designated open space, scenic, historic or natural resource areas identified in the Comprehensive Plan ~~by~~ urbanization of the subject property at time of annexation ~~are identified~~ can be avoided or mitigated;
11. Lack of any significant adverse effects on the economic, social and physical environment of the community by the overall impact of the annexation.

Commented [PW2]: Planning Commission recommended that factor 6(b) should be weighted more heavily or even be allowed to stand on its own if the land to be annexed includes significant "housing and/or jobs".

Commented [PW3R2]: City Commission recommended switch the order so that it reads "jobs and/or housing".

Commented [PW4]: Planning Commission recommended that this be added since geologic hazards include both steep slopes and landslide areas.

Commented [PW5]: Planning Commission discussed the differences between factors 10 and 11 and recommended that they be combined in some manner while adding specificity regarding what the terms "identified" and "designated" mean.

~~128118. The extent to which the proposed annexation territory includes preservation of natural features, landforms and significant tree canopy since the date when the annexation application was filed with the City. Whether significant site grading or tree removal (greater than fifty percent of the "forest canopy"), excluding properties under farm or forest tax deferment or farm or forest practices as defined under ORS 30.930. Annexations which demonstrate efforts to avoid significant site grading or tree removal will be viewed more favorably than those upon which such activities have occurred. , has occurred on the property since the date when the annexation application was filed with the City.~~

Commented [PW6]: Planning Commission did not make any recommendations for changes to this factor, however some Planning Commissioners felt that this factor was an overreach by the City. Other Planning Commissioners felt this factor was important since the factor originally arose to complaints from neighboring properties. Planning Commission was concerned about the factor but cautioned about the law of unintended consequences, since the factor could result in prospective applicants who wish to develop their property have incentive to cut down their trees *even sooner* if they know that they will not be allowed to once they file an annexation application.

14.04.070 - Action by the Planning Commission.

The Planning Commission shall conduct a public hearing in the manner provided by OCMC 17.50.170(B) to evaluate the proposed annexation and make a recommendation to the City Commission regarding how the proposal has or has not complied with the factors set forth in OCMC 14.04.060 of this chapter. The Planning Commission shall provide findings in support of its recommendation.

14.04.080 - Action by City Commission.

A. Upon receipt of the Planning Commission's recommendation, the City Commission shall hold a public hearing in the manner provided by OCMC 17.50.170(C). The City Commission shall endeavor to review all proposals prior to the City application deadline for submitting ballot measures to the voters, if applicable. The City Commission shall only set for an election annexations consistent with a positive balance of the factors set forth in OCMC 14.04.060. The City Commission shall make findings in support of its decision to schedule an annexation for an election.

B. The City Commission may reserves the right to enter into adopt a development agreement with the owners of property that is proposed for annexation to the City.

14.04.090 - Legal advertisement of pending election.

After City Commission review and approval, the Community Development Director shall cause a legal advertisement describing the proposed annexation and pending election to be published in at least one newspaper of general circulation in the City in the manner provided by state election law. The advertisement shall be placed at least fourteen days prior to the election. The size of the advertisement shall be determined by the City Manager. The advertisement shall contain: a description of the location of the property, size of the property, its current zoning and any proposal for zone changes upon annexation, a general description of the potential land uses allowed, any required comprehensive plan text or map amendment or zoning ordinance text or map amendment, and where the City Commission's evaluation of the proposed annexation may be found. Any statement regarding development of the property proposed for annexation that is dependent upon future action by the City shall be accompanied by a disclaimer to the effect that such development would not be affected by the annexation vote.

14.04.100 - Election procedures.

- A. Pursuant to ORS 222.130(1), the ballot title for a proposal for annexation shall contain a general description of the boundaries of each territory proposed to be annexed. The description shall use streets and other generally recognized features. Notwithstanding ORS 250.035, the statement of chief purpose shall not exceed one hundred fifty words. The City Attorney shall prepare the ballot title wording.
- B. Pursuant to ORS 222.130(2), the notice of an annexation shall be given as provided in ORS 254.095 and 254.205, except that in addition the notice shall contain a map indicating the boundaries of each territory proposed to be annexed.

- C. Pursuant to ORS 222.111(7), two or more proposals for annexation of territory may be voted upon simultaneously; however, each proposal shall be stated separately on the ballot and voted on separately.

14.04.110 - Setting of boundaries and proclamation of annexation.

Upon approval by the voters of the proposed annexation, the City Commission, by ordinance, shall set the boundaries of the area to be annexed by a legal description, adopt findings, and proclaim the results of the election.

14.04.120 - Exceptions.

The City Commission may authorize an exception to any of the requirements of this chapter. An exception shall require a statement of findings that indicates the basis for the exception. Exceptions may be granted for identified health hazards and for those matters which the City Commission determines that the public interest would not be served by undertaking the entire annexation process. All annexations, however, shall be referred to the voters of the City except those exempted by state law. An exception referring to an annexation application that meets the approval criteria to an election cannot be granted except as provided for in the Oregon Revised Statutes.



Planning Division

695 Warner Parrott Road | Oregon City OR 97045
Ph (503) 722-3789 | Fax (503) 722-3880

LEGISLATIVE STAFF REPORT AND RECOMMENDATION

Date of Report: June 7, 2021, 2021

HEARING DATES: June 16, 2021 – City Commission – Second Reading of Ordinance 21-1009

June 2, 2021 – City Commission – First Reading of Ordinance 21-1009

May 10, 2021 - Planning Commission

FILE NUMBER: LEG-21-00001

APPLICATION TYPE: Legislative (OCMC 17.50.170)

APPLICANT: City of Oregon City, c/o Planning Division, PO Box 3040, Oregon City, OR 97045
Laura Terway, AICP, Community Development Director
Pete Walter, AICP, Senior Planner

REQUEST: Amendments to Chapter 14.04 of the Oregon City Municipal Code - *City Boundary Changes and Extension of Services.*

LOCATION(S): City Wide

RECOMMENDATION: Approval.

PROCESS: 17.50.170 - Legislative hearing process.

A. Purpose. Legislative actions involve the adoption or amendment of the city's land use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large portions of it. Legislative actions which affect land use shall begin with a public hearing before the planning commission.

B. Planning Commission Review.

- 1. Hearing Required. The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The community development director shall notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.*
- 2. The Community Development Director's Report. Once the planning commission hearing has been scheduled and noticed in accordance with OCMC 17.50.090.C and any other applicable laws, the community development director shall prepare and make available a report on the legislative proposal at least seven days prior to the hearing.*
- 3. Planning Commission Recommendation. At the conclusion of the hearing, the planning commission shall adopt a recommendation on the proposal to the city commission. The planning commission shall*

make a report and recommendation to the city commission on all legislative proposals. If the planning commission recommends adoption of some form of the proposal, the planning commission shall prepare and forward to the city commission a report and recommendation to that effect.

C. City Commission Review.

1. City Commission Action. Upon a recommendation from the planning commission on a legislative action, the city commission shall hold at least one public hearing on the proposal. Any interested person may provide written or oral testimony on the proposal at or prior to the hearing. At the conclusion of the hearing, the city commission may adopt, modify or reject the legislative proposal, or it may remand the matter to the planning commission for further consideration. If the decision is to adopt at least some form of the proposal, and thereby amend the city's land use regulations, comprehensive plan, official zoning maps or some component of any of these documents, the city commission decision shall be enacted as an ordinance.

2. Notice of Final Decision. Not later than five days following the city commission final decision, the community development director shall mail notice of the decision to DLCD in accordance with ORS 197.615(2).

I. BACKGROUND:

File No. LEG-21-00001 amends Chapter 14.04 of the Oregon City Municipal Code, which contains the procedures and conditions for annexation. The amendment clarifies and expands the annexation criteria upon which the Planning Commission and City Commission evaluate proposed annexations.

Annexations in Oregon City are governed at local (city), regional (Metro), and State levels. Locally, annexations are regulated by Title 14 of the Oregon City Municipal Code, and by goals and policies in the adopted Comprehensive Plan. Regionally, annexations are regulated by Metro's Code Section 3.09, which establishes requirements for local government boundary changes.

Annexations are required to demonstrate a "positive balance of factors" to comply with the approval criteria in Chapter 14.04.060.

The City Commission directed staff to identify amendments to the annexation factors in Chapter 14.04 of the Oregon City Municipal Code to add clarity and a more detailed analysis of utilities and services necessary to serve annexed territory.

Adoption of the code amendments is a legislative action that requires review and recommendation from the Planning Commission prior to adoption by the City Commission following public hearings.

The Oregon City Municipal Code (OCMC) 14.04.040 sets out a series of "factors" that must be "considered" to approve an annexation request. As currently adopted, these factors include:

1. Adequacy of access to the site;
2. Conformity of the proposal with the city's comprehensive plan;
3. Adequacy and availability of public facilities and services to service potential development;
4. Compliance with applicable sections of ORS 222, and Metro Code Section 3.09;
5. Natural hazards identified by the city, such as wetlands, floodplains and steep slopes;
6. Any significant adverse effects on specially designated open space, scenic, historic or natural resource areas by urbanization of the subject property at time of annexation;
7. Lack of any significant adverse effects on the economic, social and physical environment of the community by the overall impact of the annexation;

8. Whether significant site grading or tree removal (greater than fifty percent of the "forest canopy"), excluding farm or forest practices as defined under ORS 30.930, has occurred on the property since the date when the annexation application was filed with the city.

Adopted in 1999, these standards provide the City with a great deal of discretion, but can be problematic, not only because they offer "factors" for consideration rather than criteria, but also because they are quite vague. For example, the Commission has a great deal of latitude to determine the extent to which utilities must be adequate or available to satisfy this factor, creating uncertainty and lack of predictability.

Annexations are highly discretionary decisions that are filed prior to or concurrently with other required and land use applications, such as zone changes, land divisions and site plan and design review. All annexation decisions are made through a recommendation by the Planning Commission with a final decision by the City Commission.

DIRECTION FROM CITY COMMISSION

The following direction was provided to guide staff in further amending the code:

- Identify precisely which public services and infrastructure must be analyzed;
- Assure that the impact of future development within the annexation is identified and has already been accounted for in the City's infrastructure master plans;
- Require the applicant to identify the funding sources for future infrastructure improvements;
- Emphasize the desire for timely and efficient annexations;
- Prioritize annexations by requiring the applicant to demonstrate a need for annexation;
- Provide more specificity within the annexation factors to identify the level of planning and infrastructure analysis required to determine that future development can be adequately served.
- Add more language regarding the funding sources for mitigation, such as public improvements.
- Lower the threshold size of annexation triggering the master planning (OCMC Chapter 17.65) requirement to five acres.
- Add a factor identifying all historically designated and potentially eligible historic structures be identified.
- Research other city codes such as the City of Sandy for additional criteria.
- Explore the "Concentric Circles" idea.
- Make explicit the option for the Commission to utilize development agreements.

The Legislative Process as it relates to the Oregon City Comprehensive Plan

The applicable approval criteria for a legislative action are set forth in the applicable goals and policies of the Oregon City Comprehensive Plan, and any applicable statewide planning goals.

Section 2 – *Land Use* of the 2004 Oregon City Comprehensive Plan indicates that the regular review and updated of the Comprehensive Plan should consider the following:

1. Plan implementation process.
2. Adequacy of the Plan to guide land use actions, including an examination of trends.

3. Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.
4. Addition of updated factual information including that made available to the City of regional, state and federal governmental agencies.

Oregon City Comprehensive Plan (P.16)

Regular Review and Update

Plan maintenance and updating is a continuous technical review of the Plan by the Planning staff. This review and any subsequent recommendations for Plan updating should be presented to the Neighborhood Associations, Planning Commission and City Commission for input and discussion in the same manner as requested Plan changes. The continuous review should consider:

1. Plan implementation process;

The City Commission initiated the code amendment process starting with a series of work sessions held on December 16, 2020, January 12, 2021, and March 3, 2021. The feedback provided at these work sessions provided the basis for the draft code amendments.

Staff presented the amendments to the Citizen Involvement Committee on April 5th, 2021.

The first evidentiary public hearing for the proposed amendments will be held with the Planning Commission and will follow the notice procedures for a legislative action per OCMC 17.50. The City Commission public hearing will be scheduled once the Planning Commission has completed their review and provided a recommendation on the proposed amendments.

The Department of Land Conservation and Development was notified as required by ORS 197.610 – 197.625. The Staff Report will be made available at least seven days prior to the public hearing and the application was processed according to the Legislative Hearing Process as required under Oregon City Municipal Code 17.50.170. Implementation of the Plan is discussed further in Criterion 2.

2. Adequacy of the Plan to guide land use actions, including an examination of trends.

One of the principal reasons for the proposed code amendments is so that the City can reduce the uncertainty associated with annexations and provide greater clarity about infrastructure costs and timing. “Concept Plans” pursuant to Metro Title 11 are required for areas brought into the UGB prior to annexation and the City has successfully completed three such plans for major portions of the UGB. These are the South End Concept Plan, Park Place Concept Plan, and Thimble Creek Concept Plan (formerly named the Beaver Creek Road Concept Plan). These plans are sufficient for initial public facility analysis in the context of general long-range planning but require further refinement in order to ensure adequate public utilities and services as additional detail about proposed development comes to light. Master planning review pursuant to OCMC 17.65 or a development agreement, as a condition of annexation are the means by which the City may ensure concurrency. Recent annexations approved in 2018 included a requirement for Master Plan / PUD applications to be submitted concurrently with any site development proposal.

Perhaps by virtue of being on the edge of the Portland Metro urban area, the number of annexation “factors” in Oregon City exceeds other cities. That said, annexation decisions in Oregon City have not

been predictable. Rather, the high level of discretion and voter approval have led to very little predictability in the process.

3. *Whether the Plan still reflects community needs, desires, attitudes and conditions. This shall include changing demographic patterns and economics.*

The Commission emphasized a need to add greater certainty when analyzing the impact of development at the time of annexation and discomfort with the level of discretion associated with annexation decisions. The City Commission expressed the following concerns with the current annexation processes and factors:

- Adequate infrastructure (in particular, transportation infrastructure) is not in place at the time of development.
- There is a disconnect between the expectations in the community and the criteria that the city follows to build out infrastructure, and there is significant uncertainty about how to pay for infrastructure.
- There are inequalities in infrastructure, such as a lack of sidewalks in existing parts of the city, and new development cannot pay to correct all these deficiencies.
- Development is only required to pay for its direct impacts and its proportional share of off-site improvements, which may happen incrementally.
- County and other non-Oregon City vehicular traffic uses capacity within the city's transportation system but does not pay for it.
- The City should not wait until infrastructure is failing to "fix" it.
- Cultural, natural, and historic resources on proposed annexation properties need to be more clearly identified in the process.

4. *Addition of updated factual information including that made available to the City by regional, state and federal governmental agencies.*

The annexation code was last updated in 2016 with the addition of Factor #8 relating to tree retention. Also, the passage of SB 1573, also in 2016, requires that annexation bypass voter approval if it meets certain criteria. No additional specific updated factual information from regional, state or federal agency policies has been identified that requires these code amendments. However, the following city projects currently underway are mentioned here as context due to their similar subject matter.

OC2040 Comprehensive Plan Update

The city is in the process of updating the Comprehensive Plan while this legislative process is underway (www.OC2040.com). Staff anticipates that the Comprehensive Plan update will result in new goals and policies that address many of the same infrastructure and growth issues that are discussed in this Staff Report.

Additional Studies Underway or Completed

As part of the background information for the update process, a city-wide Economic Study and Housing Needs Analysis are being prepared by consultants ECONorthwest. Early drafts of these documents indicate that there will be demand for a greater variety of housing types through the City and that this will affect how annexed areas are zoned and developed. Since 2002, a great deal of planning has already been done to support annexation within the City's Urban Growth Boundary, including the adoption of

three concept plans as mentioned previously, and the updates of the Transportation, Sewer, Water, and Stormwater Master Plans.

Public Notice and Comments

This is a legislative action that requires public notice pursuant to OCMC 17.50.090.C. - *Notice of Public Hearing on a Legislative Proposal*. The Community Development Director provided the required Post Acknowledgement Plan Amendment (PAPA) notice to the Oregon Department of Land Conservation and Development on March 26, 2021. Notice of the May 10, 2021 Planning Commission public hearing was also provided to the Citizen Involvement Committee, Natural Resources Committee, Neighborhood Associations, and affected service districts, agencies and parties by email on April 20, 2021.

II. DECISION-MAKING CRITERIA

The remainder of this staff report provides additional findings to demonstrate that the proposed annexation code amendments are consistent with applicable approval criteria.

Chapter 17.68 - Zoning Changes and Comprehensive Plan Amendments

17.68.010 - Initiation of the amendment.

A text amendment to the comprehensive plan, or an amendment to the zoning code or map or the Comprehensive Plan map, may be initiated by:

- A. A resolution request by the City Commission;*
- B. An official proposal by the Planning Commission;*
- C. An application to the Planning Division; or.*
- D. A Legislative request by the Planning Division.*

All requests for amendment or change in this title shall be referred to the Planning Commission.

Finding: The proposal qualifies as initiated as a legislative request by the Planning Division at the direction of the City Commission.

17.68.015 –Procedures.

Applications shall be reviewed pursuant to the procedures set forth in Chapter 17.50.

17.50.170 - Legislative hearing process.

A. Purpose. Legislative actions involve the adoption or amendment of the city's land use regulations, comprehensive plan, maps, inventories and other policy documents that affect the entire city or large portions of it. Legislative actions which affect land use shall begin with a public hearing before the planning commission.

B. Planning Commission Review.

1. Hearing Required. The planning commission shall hold at least one public hearing before recommending action on a legislative proposal. Any interested person may appear and provide written or oral testimony on the proposal at or prior to the hearing. The community development director shall notify the Oregon Department of Land Conservation and Development (DLCD) as required by the post-acknowledgment procedures of ORS 197.610 to 197.625, as applicable.

C. City Commission Review.

1. City Commission Action. Upon a recommendation from the planning commission on a legislative action, the city commission shall hold at least one public hearing on the proposal. Any interested person may provide written or oral testimony on the proposal at or prior to the hearing. At the conclusion of the hearing, the city commission may adopt, modify or reject the legislative proposal, or it may remand the matter to the planning commission for further consideration. If the decision is to adopt at least some form of the proposal, and thereby amend the city's land use regulations, comprehensive plan, official zoning maps or some component of any of these documents, the city commission decision shall be enacted as an ordinance.

2. Notice of Final Decision. Not later than five days following the city commission final decision, the community development director shall mail notice of the decision to DLCD in accordance with ORS 197.615(2).

Finding: This legislative action followed the procedures found in OCMC 17.50.170 including meetings with the Citizen Involvement Committee, Planning Commission, and City Commission.

17.68.020 - Criteria.

The criteria for comprehensive plan amendment or text or map amendment in the zoning code are set forth as follows:

A. The proposal shall be consistent with the applicable goals and policies of the comprehensive plan;

Finding: This legislative action is consistent with the applicable goals and policies of the comprehensive plan as detailed in the responses below. Therefore, the proposed amendments are consistent with Criterion (A).

Conformity of the proposal with the city's comprehensive plan;

Goal 1: Citizen Involvement

Goal 1.1 – Citizen Involvement Program

Policy 1.1.1 *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.*

Goal 1.4 – Community Involvement

Policy 1.4.1 *Notify citizens about community involvement opportunities when they occur.*

Finding: This proposal makes no changes to the City's citizen involvement program or public notification procedures. Citizens will continue to receive notification about annexations through the procedures in OCMC 17.50.170 for a legislative action. Residents and taxpayers within 300 feet of the annexation property will continue to receive public notice of annexation.

Comprehensive Plan Section 2 Land Use

Goal 2.1 Efficient Use of Land

Ensure that property planned for residential, commercial, office, and industrial uses is used efficiently and that land is developed following principles of sustainable development.

Policy 2.1.3 *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.*

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposed annexation code amendments may assist in achieving more efficient land use (Goal 2.1).

Goal 2.4 Neighborhood Livability

Provide a sense of place and identity for residents and visitors by protecting and maintaining neighborhoods as the basic unit of community life in Oregon City while implementing the goals and policies of the other sections of the Comprehensive Plan.

Policy 2.4.1 *Develop local neighborhood plans to strengthen and protect residential neighborhoods and historic areas from infill development; such as development along linear commercial corridors.*

Policy 2.4.2 *Strive to establish facilities and land uses in every neighborhood that help give vibrancy, a sense of place, and a feeling of uniqueness; such as activity centers and points of interest.*

Policy 2.4.3 *Promote connectivity between neighborhoods and neighborhood commercial centers through a variety of transportation modes.*

Policy 2.4.4 *Where environmental constraints reduce the amount of buildable land, and/or where adjacent land differs in uses or density, implement Comprehensive Plan and zoning designations that encourage compatible transitional uses.*

Policy 2.4.5

Ensure a process is developed to prevent barriers in the development of neighborhood schools, senior and childcare facilities, parks, and other uses that serve the needs of the immediate area and the residents of Oregon City.

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposed annexation code amendments may assist in achieving more livable neighborhoods (Goal 2.4).

Goal 2.5 Retail and Neighborhood Commercial

Policy 2.5.1 *Encourage the redevelopment of linear commercial corridors in ways that encourage expansion of existing businesses and infill development, and at the same time reduces conflicting traffic movements, improves the aesthetic character of these commercial areas, and encourages trips by transit, bicycling and walking.*

Policy 2.5.2 *Allow and encourage the development of small retail centers in residential neighborhoods that provide goods and services for local residents and workers. Generally, these centers should be located at the intersections of two or more streets that are classified as neighborhood collectors or higher.*

Policy 2.5.3 Review design standards and the sign code to ensure compatibility with existing neighborhoods.

Policy 2.5.4 Encourage the development of successful commercial areas organized as centers surrounded by higher density housing and office uses, rather than as commercial strips adjacent to low-density housing.

Policy 2.5.5 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.

Finding: This proposal makes no changes to the Comprehensive Plan, zoning map, or land use designations for lands within the Urban Growth Boundary. The proposed annexation code amendments may assist in promoting retail and neighborhood commercial development while meeting the (Goal 2.4).

Goal 2.7 Oregon City Comprehensive Plan Land-Use Map

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.

Policy 2.7.2 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:

- Low Density Residential (LR)
- Medium Density Residential (MR)
- High Density Residential (HR)
- Commercial (C)
- Mixed Use Corridor (MUC)
- Mixed Use Employment (MUE)
- Mixed Use Downtown (MUD)
- Industrial (I)
- Public and Quasi-Public (QP)
- Parks (P)
- Future Urban Holding (FUH)

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposal will maintain the existing Oregon City Land Use Map as the official long range planning guide for land use development of the city by types, density and location (Goal 2.7).

Goal 5: Open Spaces, Scenic and Historic Areas, and Natural Resources

Goal 5.1 – Open Space

Policy 5.1.1 Conserve open space along creeks, urban drainage ways, steep hillsides, and throughout Newell Creek Canyon.

Policy 5.1.2 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.

Finding: This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. The proposal will assist in the identification, conservation and management of new resources that will be brought into the city limits during the annexation review process (Goal 5.1).

Goal 5.2 Scenic Views and Scenic Sites

Policy 5.2.1 *Identify and protect significant views of local and distant features such as Mt. Hood, the Cascade Mountains, the Clackamas River Valley, the Willamette River, Willamette Falls, the Tualatin Mountains, Newell Creek Canyon, and the skyline of the city of Portland, as viewed from within the city.*

Policy 5.2.2 *Maximize the visual compatibility and minimize the visual distraction of new structures or development within important viewsheds by establishing standards for landscaping, placement, height, mass, color, and window reflectivity.*

Finding: This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. The proposal will assist in the identification, conservation and management of new resources that will be brought into the city limits during the annexation review process (Goal 5.1 and 5.2).

Goal 5.3 Historic Resources

Policy 5.3.3 Promote the designation of qualifying properties outside Historic and Conservation Districts as historic.

Policy 5.3.8 Preserve and accentuate historic resources as part of an urban environment that is being reshaped by new development projects.

Finding: This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code and policies pertaining thereto. The proposal will assist in the identification, conservation and management of new resources that will be brought into the city limits during the annexation review process (Goal 5.1 – 5.3).

Goal 5.4 Natural Resources

Policy 5.4.1 *Conserve and restore ecological structure, processes and functions within the city to closely approximate natural ecosystem structure, processes, and functions.*

Policy 5.4.5 *Ensure that riparian corridors along streams and rivers are conserved and restored to provide maximum ecological value to aquatic and terrestrial species. This could include an aggressive tree and vegetation planting program to stabilize slopes, reduce erosion, and mitigate against invasive species and stream impacts where appropriate.*

Policy 5.4.9 *Protect and enhance riparian corridors along streams in Oregon City to increase shade, reduce streambank erosion and intrusion of sediments, and provide habitat for a variety of plants, animals, and fish.*

Policy 5.4.12 *Use a watershed-scale assessment when reviewing and planning for the potential effects from development, whether private or public, on water quality and quantity entering streams.*

Policy 5.4.13 *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.*

Policy 5.4.16 *Protect surfacewater quality by:*

- *providing a vegetated corridor to separate protected water features from development*
- *maintaining or reducing stream temperatures with vegetative shading*
- *minimizing erosion and nutrient and pollutant loading into water*
- *providing infiltration and natural water purification by percolation through soil and vegetation*

Policy 5.4.18 *Encourage use of native and hardy plants such as trees, shrubs and groundcovers to maintain ecological function and reduce maintenance costs and chemical use.*

Finding: This proposal makes no changes to the existing inventories of open space, scenic and historic areas, and natural resources or the adopted maps, code, policies, or regulations pertaining thereto. The proposal will assist in the identification, conservation and management of natural resources that will be brought into the city limits during the annexation review process (Goal 5.4).

Goal 6: Quality of Air, Water, and Land Resources

Goal 6.1 Air Quality

Policy 6.1.1 *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.*

Goal 6.2 Water Quality

Policy 6.2.1 *Prevent erosion and restrict the discharge of sediments into surface- and groundwater by requiring erosion prevention measures and sediment control practices.*

Policy 6.2.2 *Where feasible, use open, naturally vegetated drainage ways to reduce stormwater and improve water quality.*

Goal 6.3 Nightlighting

Policy 6.3.2 *Encourage new developments to provide even and energy-efficient lighting that ensures safety and discourages vandalism. Encourage existing developments to retrofit when feasible.*

Goal 6.4 Noise

Policy 6.4.1 *Provide for noise abatement features such as sound-walls, soil berms, vegetation, and setbacks, to buffer neighborhoods from vehicular noise and industrial uses.*

Goal 7: Natural Hazards

Policy 7.1.1 *Limit loss of life and damage to property from natural hazards by regulating or prohibiting development in areas of known or potential hazards.*

Policy 7.1.8 *Provide standards in City Codes for planning, reviewing, and approving development in areas of potential landslides that will prevent or minimize potential landslides while allowing appropriate development.*

Policy 7.1.9 *Locate, design, and construct structures in conformance with current building codes and standards for seismic-resistant design.*

Policy 7.1.11 *Prioritize roadways needed for public service, medical, and emergency vehicles during emergencies.*

Finding: This proposal makes no changes to the City's development regulations or inventories of air, water, and land resources, nightlighting, noise or natural hazards. The proposed annexation code amendments may assist in identifying potential impacts to these resources at the time of annexation application (Goal 6).

Goal 8: Parks and Recreation

Policy 8.1.1 *Provide an active neighborhood park-type facility and community park-type facility within a reasonable distance from residences, as defined by the Oregon City Park and Recreation Master Plan, to residents of Oregon City*

Policy 8.1.5 *Identify and construct a network of off-street trails throughout the city for walking and jogging.*

Policy 8.1.6 *Provide land for specialized facilities such as sports fields and indoor recreational facilities.*

Policy 8.1.9 *Emphasize retaining natural conditions and the natural environment in proposed passive recreation areas.*

Policy 8.1.12 *Identify and protect land for parks and recreation within the Urban Growth Boundary.*

Policy 8.1.14 *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.*

Finding: The proposed annexation code amendments may assist in identifying potential parks and recreation lands at the time of annexation application. All such lands that have been identified as potential parks and recreation areas have been identified in the various concept plans adopted for urban growth expansion areas (Goal 8).

Goal 10: Housing

Policy 10.1.1 *Maintain the existing residential housing stock in established older neighborhoods by maintaining existing Comprehensive Plan and zoning designations where appropriate.*

Policy 10.1.3 *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.*

Policy 10.1.4 *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.*

Policy 10.1.7 *Use a combination of incentives and development standards to promote and encourage well-designed single-family subdivisions and multi-family developments that result in neighborhood livability and stability.*

Policy 10.2.2 *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.*

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Metro Urban Growth Boundary. The City's buildable land supply – those lands currently designated and identified for development as set forth in the City's adopted Housing Needs Analysis or Buildable Lands Inventory - will remain unaffected by this change. The proposed amendments will not alter the City's residential land supply in terms of its types, locations and affordability ranges in any respect. Because these amendments have no effect on the City's overall supply of land, these comprehensive plan policies are either inapplicable or they are met. With respect to Policy 10.2.2, the amendments specifically identify the provision of housing as an objective that satisfies "the best interests of the City" annexation factor.

The Fair Housing Council of Oregon (FHCO) and Housing Land Advocates (HLA) submitted written comments raising concerns that the proposed annexation amendments would impact the City's residential land supply and development standards in a way that contravenes Goal 10. The City Commission provides the following findings in response to those concerns.

First, there is an outstanding question about whether Goal 10 applies directly to this code amendment. As already stated, no Comprehensive Plan text or map changes are proposed. Therefore, the Statewide Planning Goals do not apply by virtue of ORS 197.175(2)(a). The City's Comprehensive Plan has been acknowledged to fully implement Goal 10. These amendments need comply with the applicable comprehensive plan policies and nothing more. ORS 197.175(2)(d) and (e). *See also Rogue Valley Assoc. of Realtors v. City of Ashland*, 35 Or LUBA 139, 170-71 (1998), *aff'd* 158 Or App 1, 970 P2d 685 (1999).

Second, Goal 10 is inapplicable for the same reason why most, if not all, of the City's Goal 10 plan policies are inapplicable; the amendments do not alter the City's inventory of buildable lands. In a very old case, *Homebuilders Association of Corvallis v. City of Corvallis*, the Homebuilders challenged a Corvallis ordinance requiring voter approved annexation, arguing that it would add unreasonable cost, variability, and delay in the provision of housing, in violation of Goal 10. (the Corvallis ordinance implemented the voter approval charter limitation triggering SB 1573 and the litigation that followed.) LUBA agreed that the ordinance added uncertainty to the annexation process, but that uncertainty alone did not constitute a violation of Goal 10. 1 Or LUBA 14 (1980), *aff'd* 49 Or App 576, 620 P2d 67 (1980). LUBA's holding makes sense given that Goal 10 is directed at retaining a needed housing inventory and, if there is a shortfall, zoning lands as necessary to ensure a diversity of needed housing

options and makes no mention of restricting local government abilities to manage for efficient and orderly growth.

Finally, to the extent that Goal 10 applies, it is satisfied because the amendment injects greater clarity and predictability into the annexation process. First, the amendments identify precisely which public services and infrastructure availability necessary to serve the development must be analyzed. It requires that all calculated infrastructure and service demand be included within the City's adopted utility or transportation master plans. Further, these amendments require the identification of infrastructure funding sources necessary for construction allowing for orderly and efficient growth. Finally, by requiring master plan review as an additional step for any annexation over 5 acres, the City will have an additional opportunity to conduct a site-specific evaluation of not just the public utility adequacy, but also to ensure that parks, natural areas, and whatever existing historic and cultural resources that may exist are protected for the public's benefit. Everyone deserves adequate public amenities and as a result, planning for and ensuring the provision of complete communities does further the City's equity objectives.

As noted above, all of the City's infrastructure master plans have been updated to include service to all of the lands adjacent to the City and within the urban growth boundary at planned and zoned densities. These plans remain in effect regardless of this refinement of the City's annexation criteria and will continue to be revised in future when changes in planned density or services dictate doing so and whether such a such updating has occurred in advance is a factor that the City Commission should consider when evaluating an annexation proposal.

The City also received testimony from the Home Builders Association of Metropolitan Portland arguing that the proposed amendments violate the clear and objective standards set forth in ORS 197.307(4). ORS 197.307(4) is triggered when reviewing requests for the "development of housing." As a general matter, annexation applications are rarely, if ever, coupled with an application to develop housing (i.e. a "permit"). For that reason alone, ORS 197.304 does not apply. Further, annexation is fundamentally different from other land use reviews in that it is largely political. The traditionally political nature of annexation is directed at whether or where to change its jurisdictional boundaries is a question solely of self-determination. SB 1573 elimination of voter approval in particular circumstances does not prohibit a city from determining whether a proposal otherwise complies with the otherwise adopted ordinances including the annexation factors set forth in OCMC 14.04.

Goal 11: Public Facilities

Policy 11.1.1 *Ensure adequate public funding for the following public facilities and services, if feasible:*

Transportation infrastructure • Wastewater collection • Stormwater management • Police protection • Fire protection • Parks and recreation • Water distribution • Planning, zoning and subdivision regulation • Library services • Aquatic Center • Carnegie Center • Pioneer Community Center • City Hall • Buena Vista House • Ermatinger House

Policy 11.1.2 *Provide public facilities and services consistent with the goals, policies and implementing measures of the Comprehensive Plan, if feasible.*

Policy 11.1.3 *Confine urban public facilities and services to the city limits except where allowed for safety and health reasons in accordance with state land-use planning goals and regulations.*

Facilities that serve the public will be centrally located and accessible, preferably by multiple modes of transportation.

Policy 11.1.5 *Design the extension or improvement of any major public facility and service to an area to complement other public facilities and services at uniform levels.*

Policy 11.1.6 *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.*

Policy 11.2.4 *Seek economical means to reduce inflow and infiltration of surface- and groundwater into the wastewater collection system. As appropriate, plant riparian vegetation to slow stormwater, and to reduce erosion and stream sedimentation.*

Policy 11.3.3 *Maintain adequate reservoir capacity to provide all equalization, operational, emergency, and fire flow storage required for the City's distribution system.*

Policy 11.4.1 *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.*

Policy 11.4.2 *Adopt "green streets" standards to reduce the amount of impervious surface and increase the use of bioswales for stormwater retention where practicable.*

Policy 11.4.4 *Maintain existing drainageways in a natural state for maximum water quality, water resource preservation, and aesthetic benefits.*

Policy 11.4.5 *Design stormwater facilities to discharge surface water at pre-development rates and enhance stormwater quality in accordance with criteria in City of Oregon City Public Works Stormwater and Grading Design Standards.*

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposed annexation code amendments may assist in ensuring adequate public funding for the public facilities and services listed above (Goal 11).

Goal 12: Transportation

Policy 12.1.1 *Maintain and enhance citywide transportation functionality by emphasizing multi-modal travel options for all types of land uses.*

Policy 12.1.2 *Continue to develop corridor plans for the major arterials in Oregon City, and provide for appropriate land uses in and adjacent to those corridors to optimize the land use-transportation connection.*

Policy 12.1.3 *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.*

Policy 12.1.4 *Provide walkable neighborhoods. They are desirable places to live, work, learn and play, and therefore a key component of smart growth.*

Policy 12.3.1 *Provide an interconnected and accessible street system that minimizes vehicle-miles-traveled and inappropriate neighborhood cut-through traffic.*

Policy 12.3.2 *Provide an interconnected and accessible pedestrian system that links residential areas with major pedestrian generators such as employment centers, public facilities, and recreational areas.*

Policy 12.3.3 *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.*

Policy 12.3.4 *Ensure the adequacy of pedestrian and bicycle connections to local, county, and regional trails.*

Policy 12.3.5 *Promote and encourage a public transit system that ensures efficient accessibility, mobility, and interconnectivity between travel modes for all residents of Oregon City.*

Policy 12.3.6 *Establish a truck route network that ensures efficient access and mobility to commercial and industrial areas while minimizing adverse residential impacts.*

Policy 12.6.1 *Provide a transportation system that serves existing and projected travel demand.*

Policy 12.6.2 *Identify transportation system improvements that mitigate existing and projected areas of congestion.*

Policy 12.6.3 *Ensure the adequacy of travel mode options and travel routes (parallel systems) in areas of congestion.*

Policy 12.6.4 *Identify and prioritize improved connectivity throughout the city street system.*

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposed annexation code amendments may assist in ensuring that annexations are consistent with the City's transportation system plan and achieving greater functionality of the transportation system for all uses, whether vehicular, pedestrian, transit, and bicycle (Goal 12).

Goal 13 – Energy

Policy 13.1.2 *Encourage siting and construction of new development to take advantage of solar energy, minimize energy usage, and maximize opportunities for public transit.*

Policy 13.2.1 *Promote mixed-use development, increased densities near activity centers, and home-based occupations (where appropriate).*

Policy 13.2.2 *Create commercial nodes in neighborhoods that are underserved to reduce vehicle miles traveled.*

Policy 13.2.3 *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.*

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposed annexation code amendments may assist in promoting renewable energy and more efficient use of energy in public transit, land use, daily living, and business (Goal 13).

Section 14 Urbanization

Goal 14.3 Orderly Provision of Services to Growth Areas

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.

Policy 14.3.1

Maximize new public facilities and services by encouraging new development within the Urban Growth Boundary at maximum densities allowed by the Comprehensive Plan.

Policy 14.3.2

Ensure that the extension of new services does not diminish the delivery of those same services to existing areas and residents in the city.

Policy 14.3.3

Oppose the formation of new urban services districts and oppose the formation of new utility districts that may conflict with efficient delivery of city utilities within the Urban Growth Boundary.

Policy 14.3.4

Ensure the cost of providing new public services and improvements to existing public services resulting from new development are borne by the entity responsible for the new development to the maximum extent allowed under state law for Systems Development Charges.

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposed annexation code amendments may assist in assuring the orderly provision of services to growth areas (Goal 14.3).

Goal 14.4 Annexation of Lands to the City

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.

Policy 14.4.1 *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.*

Policy 14.4.2 *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.*

Policy 14.4.3 *Evaluate and in some instances require that parcels adjacent to proposed annexations be included to:*

- *avoid creating unincorporated islands within the city;*
- *enable public services to be efficiently and cost-effectively extended to the entire area;*
or
- *implement a concept plan or sub-area master plan that has been approved by the Planning and City Commissions.*

Policy 14.4.4

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.

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposed annexation code amendments assure that the impacts of development after annexation are properly evaluated in accordance with the Comprehensive Plan, city ordinances and the City Charter (Goal 14.4).

Goal 14.5 Urbanization

Policy 14.5.2

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.

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. The proposed annexation code amendments may assist in coordination of public facilities and services with other government agencies and service districts as appropriate.

Statewide Planning Goals

Finding: This proposal makes no changes to the Comprehensive Plan, zoning, or land use designations for lands within the Urban Growth Boundary. Since the City's Comprehensive Plan and its ancillary documents are already acknowledged by the Oregon Department of Land Use and Conservation (DLCD), no further analysis for consistency with Statewide Planning Goals is required.

Chapter 17.50 Administration and Procedures

17.50.050 – Pre-application conference.

- A. *Pre-application Conference. Prior to a Type II – IV or Legislative application, excluding Historic Review, being deemed complete, the applicant shall schedule and attend a pre-application conference with City staff to discuss the proposal, unless waived by the Community Development Director. The purpose of the pre-application conference is to provide an opportunity for staff to provide the applicant with*

information on the likely impacts, limitations, requirements, approval standards, fees and other information that may affect the proposal.

1. To schedule a pre-application conference, the applicant shall contact the Planning Division, submit the required materials, and pay the appropriate conference fee.
 2. At a minimum, an applicant should submit a short narrative describing the proposal and a proposed site plan, drawn to a scale acceptable to the City, which identifies the proposed land uses, traffic circulation, and public rights-of-way and all other required plans.
 3. The Planning Division shall provide the applicant(s) with the identity and contact persons for all affected neighborhood associations as well as a written summary of the pre-application conference.
- B. A pre-application conference shall be valid for a period of six months from the date it is held. If no application is filed within six months of the conference or meeting, the applicant shall schedule and attend another conference before the City will accept a permit application. The Community Development Director may waive the pre-application requirement if, in the Director's opinion, the development has not changed significantly and the applicable municipal code or standards have not been significantly amended. In no case shall a pre-application conference be valid for more than one year.
- C. Notwithstanding any representations by City staff at a pre-application conference, staff is not authorized to waive any requirements of this code, and any omission or failure by staff to recite to an applicant all relevant applicable land use requirements shall not constitute a waiver by the City of any standard or requirement.

Finding: Staff held a pre-application conference meeting (File PA-20-00052), on December 18, 2020. The pre-application conference notes are attached to the application.

17.50.055 - Neighborhood association meeting.

Neighborhood Association Meeting. The purpose of the meeting with the recognized neighborhood association is to inform the affected neighborhood association about the proposed development and to receive the preliminary responses and suggestions from the neighborhood association and the member residents.

- A. Applicants applying for annexations, zone change, comprehensive plan amendments, conditional use, Planning Commission variances, subdivision, or site plan and design review (excluding minor site plan and design review), general development master plans or detailed development plans applications shall schedule and attend a meeting with the City-recognized neighborhood association in whose territory the application is proposed no earlier than one year prior to the date of application. Although not required for other projects than those identified above, a meeting with the neighborhood association is highly recommended.
- B. The applicant shall request via email or regular mail a request to meet with the neighborhood association chair where the proposed development is located. The notice shall describe the proposed project. A copy of this notice shall also be provided to the chair of the Citizen Involvement Committee.
- C. A meeting shall be scheduled within thirty days of the date that the notice is sent. A meeting may be scheduled later than thirty days if by mutual agreement of the applicant and the neighborhood association. If the neighborhood association does not want to, or cannot meet within thirty days, the applicant shall host a meeting inviting the neighborhood association, Citizen Involvement Committee, and all property owners within three hundred feet to attend. This meeting shall not begin before six p.m. on a weekday or may be held on a weekend and shall occur within the neighborhood association boundaries or at a City facility.

- D. *If the neighborhood association is not currently recognized by the City, is inactive, or does not exist, the applicant shall request a meeting with the Citizen Involvement Committee.*
- E. *To show compliance with this section, the applicant shall submit a copy of the email or mail notice to the neighborhood association and CIC chair, a sign-in sheet of meeting attendees, and a summary of issues discussed at the meeting. If the applicant held a separately noticed meeting, the applicant shall submit a copy of the meeting flyer, postcard or other correspondence used, and a summary of issues discussed at the meeting and submittal of these materials shall be required for a complete application.*

Finding: staff presented the amendments to the Citizen Involvement Committee on April 5th, 2021. A copy of the PowerPoint presentation is attached to the application.

17.50.070 - Completeness review and one hundred twenty-day rule.

- C. *Once the Community Development Director determines the application is complete enough to process, or the applicant refuses to submit any more information, the City shall declare the application complete. Pursuant to ORS 227.178, the City will reach a final decision on an application within one hundred twenty calendar days from the date that the application is determined to be or deemed complete unless the applicant agrees to suspend the one hundred twenty calendar day time line or unless State law provides otherwise. The one hundred twenty-day period, however, does not apply in the following situations:*
 - 1. *Any hearing continuance or other process delay requested by the applicant shall be deemed an extension or waiver, as appropriate, of the one hundred twenty-day period.*
 - 2. *Any delay in the decision-making process necessitated because the applicant provided an incomplete set of mailing labels for the record property owners within three hundred feet of the subject property shall extend the one hundred twenty-day period for the amount of time required to correct the notice defect.*
 - 3. *The one hundred twenty-day period does not apply to any application for a permit that is not wholly within the City's authority and control.*
 - 4. *The one hundred twenty-day period does not apply to any application for an amendment to the City's comprehensive plan or land use regulations nor to any application for a permit, the approval of which depends upon a plan amendment.*
- D. *A one-hundred day period applies in place of the one-hundred-twenty day period for affordable housing projects where:*
 - 1. *The project includes five or more residential units, including assisted living facilities or group homes;*
 - 2. *At least 50% of the residential units will be sold or rented to households with incomes equal to or less than 60% of the median family income for Clackamas County or for the state, whichever is greater; and*
 - 3. *Development is subject to a covenant restricting the owner and successive owner from selling or renting any of the affordable units as housing that is not affordable for a period of 60 years from the date of the certificate of occupancy.*
- E. *The one hundred twenty-day period specified in OCMC 17.50.070.C or D may be extended for a specified period of time at the written request of the applicant. The total of all extensions may not exceed two hundred forty-five calendar days.*
- F. *The approval standards that control the City's review and decision on a complete application are those which were in effect on the date the application was first submitted.*

Finding: Legislative actions are not subject to the 120-day deadline.

III. RECOMMENDATION

Based on the findings in this report, staff recommends amendments to OCMC 14.04 to provide greater clarity and predictability within the annexation review process. Staff will prepare an Ordinance when the matter is before the City Commission for its consideration and adoption.

Summary of Proposed Draft Amendments to Oregon City Municipal Code Chapter 14.04 – City Boundary Changes and Extension of Services

For City Commission – 6/3/2021 First Reading of Ordinance 21-1009. Includes recommendations and suggestions of the Planning Commission on May 10, 2021. This is a summary. Please notify staff of any errors or omissions.

Page Number / Section	Summary	Explanation
Page 1 - OCMC 14.04.010.A	Added “where applicable”	The statement refers to annexations and adding “where applicable” acknowledges not all annexations go to a vote.
Page 2 – OCMC 14.04.050.A	Added “If applicable”	The statement refers to annexations and adding “where applicable” acknowledges not all annexations go to a vote.
Page 2 – OCMC 14.04.050.C.	Deleted “Unwillingness or unreasonable availability of a [neighborhood association] to meet..shall be deemed a negative...” Added “Proactive efforts by an applicant to meet with a [neighborhood association] shall be deemed a positive...”	City Commission directed staff to rephrase this section of code to be positive in tone rather than negative. Note that contact with the neighborhood association is a procedural requirement for a complete annexation application, but not a factor for approval of an annexation.
Page 3- OCMC 14.04.050.E.7	Rewording and added a direct reference to the annexation factors.	Reworded for clarity
Page 3 – OCMC 14.04.050.E.7.(a)	Added “wireless communication facilities” to statements of availability	Planning Commission recommended this language be added since the availability of broadband, small cell or wireless communications is an important public necessity / facility that may have been overlooked in the past when evaluating annexation proposals.
Page 3 – OCMC 14.04.050.E.7.(h)	Added (h) to assure that narrative statements of impact be based on a “reasonably worst case scenario”.	Include specific language that requires that the required infrastructure analysis prepared for annexation applications be based on the “reasonably worst case scenario”. This means that the required analysis of impacts on city services and utilities must assume the most reasonably intense development scenario given the anticipated city zoning for the annexation area in terms of numbers of residential units, commercial floor area, etc.
Page 3 - OCMC 14.04.060.A	Added “and approve an annexation only when it finds that on balance these factors are satisfied”	Clarified that the annexation factors require a positive balance. As factors and not criteria, the Commission has an opportunity to weigh each factor
Page 3 - OCMC 14.04.060.A.2	Added references to topics of goals and policies which are applicable in the Comprehensive Plan.	Adds more clarity about the types of goals and policies which are analyzed in this factor.

Page 3 - OCMC 14.04.060.A.3	Clarified that adequacy and availability of public facilities applies to future availability at time of development. Listed the public facilities to be analyzed: transportation, sewer, water, stormwater, police, fire, emergency services, parks, and schools. Identified threshold for analysis.	Clarifies the time of impact as well as the specific services which should be analyzed. The services identified have been consistently analyzed in annexation reports. The extent to which each service or facility must be analyzed was added for clarity.
Page 4 – OCMC 14.04.060.A.4	Demonstration of how the impacts of future development to City public facilities and services will be mitigated, including funding sources. Added “The City Commission reserves the right to enter into...[a development agreement]. Removed “An applicant may...”	Required applicant to clearly demonstrate anticipated impacts of development and associated funding sources. Development agreements that govern the extent and timing of infrastructure improvements, and which specify who pays for them, may be required as a condition of annexation.
Page 4 - OCMC 14.04.060.A.5	Added new factor “Annexations over 5 acres shall obtain Master Plan approval prior to or concurrent with a Land Division or Site Plan and Design Review application”.	Adds a new factor that large annexation applications (over 5 acres) secure a Master Plan approval prior to development. This will allow for a robust evaluation of the impacts and timing of infrastructure needs through a public hearing procedure at the time when there is more certainty of the development proposed for construction. Development includes a series of steps as land is planned, annexed, construction occurs. A summary of the general steps is attached. Infrastructure is analyzed throughout the process to ensure that the city services can be provided in a timely and efficient manner as development occurs. Due to market conditions, property transactions, cost associated with furthering plans, and others, applicants may have an idea that they would like a particular use in the future, but may not know exactly the intensity or design of the use at time of annexation. Annexation itself does not result in any substantial physical change on the ground, but rather transfers the land to different taxing and service districts. Annexations thus focus on whether the City has updated infrastructure master

		plans, and potentially capital improvement plans that contemplate the service demands. Annexations may also include a request to change the zoning to an urban scale density which would not authorize construction onsite, but would eventually allow higher-density development which would put significantly more demand on city infrastructure. Thus, the analysis of impacts on the infrastructure at each stage of development will become gradually more detailed as it becomes clear what is being proposed for construction. The Oregon City Municipal Code sets forth regulations for a Master Plan (synonymous with a Planned Unit Development) in chapter 17.65. The purpose of the Master Plan is to foster the growth of major institutions, phased residential, commercial or mixed-use development, and other large-scale development, while identifying and mitigating the impacts of such growth on surrounding properties and public infrastructure. The master plan or planned unit development process is intended to facilitate an efficient and flexible review process for major developments, support innovative and creative land development, and to provide long-term assurance to plan for and execute developments in a phased manner. In addition, Master Plans allow infrastructure adequacy and timing to be analyzed holistically at a public hearing before the Planning Commission with citizen participation. Master Plans are currently an option for applicants to choose, but are not required for large annexations which will likely be constructed in a phased manner over time. If applicants for annexations volunteer to have a Master Plan prior to a land division or site plan and design review application, a condition of approval would be placed on the annexation. If applicants do not, the Commission could weigh that against the application when considering the factor.
Page 4 – OCMC 14.04.060.A.6	Added factor identifying if the annexation is in the best interest of the City if it meets one<u>two</u> of three needs: a. <u>A needed solution for existing problems, resulting from insufficient sanitation, water service, or other urban service-related problems; or</u>	Responds to prioritization, timeless, and order of annexation. Prioritize annexations by requiring the applicant to demonstrate a need for the annexation. City Commission directed on 3.1.2021 that this section be revised to specify that two of the three needs must be satisfied in order to determine that the factor is met.

	b. <u>Land for development to meet urban needs in an orderly and logical growth pattern; or</u> c. <u>Needed routes for utility and transportation networks.</u>	
Page 4 – OCMC 14.04.060.A.6(b)	Added “including jobs and/or housing”	Planning Commission recommended that factor 6(b) should be weighted more heavily or even be allowed to stand on its own if the land to be annexed includes significant jobs and / or housing. City Commission clarified that the order of the words should be “jobs and/or housing”, with “jobs”. first
Page 4 – OCMC 14.04.060.A.7	Added “including a demonstration that the proposed annexation is timely, orderly, and efficient”	Emphasizes the specific language in the annexation factors that requires an affirmative determination that the proposed annexation is “timely, orderly and efficient”. This language or variations upon it are embodied by reference in ORS 222 and Metro Code 3.09, but the specific phrase is now part of Oregon City’s code.
Page 4 – OCMC 14.04.060.A.8	Added “are identified” Added “County, State or other government agencies”.	Clarified that natural hazards should be identified in the annexation application. Review and identify hazard information available from other government agencies to the extent it is available.
Page 4 – OCMC 14.04.060.A.8	Added “and landslides”.	Planning Commission recommended that this be added to the Natural Hazards factor since geologic hazards include both steep slopes and landslide areas.
Page 4 – OCMC 14.04.060.A.9	Added factor to identify historically designated and potentially eligible historic structures in the annexation application.	Allow the property owner and public to be aware of potential local historic designation.
Page 4 – OCMC 14.04.060.A.10	Added “are identified”	Clarified that significant adverse effects on specially designated open space, scenic, historic or natural resource areas by urbanization should be identified in the annexation application.
Page 4 – OCMC 14.04.060.A.(10) and (11)	Combine factors (10) and (11) to state: “Any significant adverse impacts on the economic, social and physical environment of the community or on specially designated open space,	Planning Commission discussed the differences between factors 10 and 11 and recommended that they be combined in some manner while adding specificity regarding what the terms “identified” and “designated” mean.

	scenic, historic or natural resource areas identified in the Comprehensive Plan by urbanization of the subject property at time of annexation can be avoided or mitigated;"	
Page 4 – OCMC 14.04.060.A.11 (formerly factor 12)	Added "properties under farm or forest tax deferment" Renumber to (11) if factors 10 and 11 are combined.	Adds language to factor #12, the factor that addresses significant site grading and tree removal, to mention that the exclusion applies to properties which have forest and/or farm tax deferral or assessment status, not just those properties on which "forest or farm practices" are occurring. Note that the current reference to ORS 30.930 will be retained.
Page 4 – OCMC 14.04.060.A.11 (formerly factor 12)	Modify and reorganize factor to be a positive incentive rather than a negative penalization. Renumber to (11) if factors 10 and 11 are combined.	Modifies the language in factor #12, the factor that addresses significant site grading and tree removal, to make it a positive incentive rather than a negative penalization. In other words, the criterion has been restated so that that efforts to preserve the natural landform and preserve significant trees prior to annexation will be viewed favorably, as opposed to the current language which implies a negative determination because of significant grading or tree removal. Planning Commission did not make any recommendations for changes to this factor, however some Planning Commissioners felt that this factor was an overreach by the City. Other Planning Commissioners felt this factor was important since the factor originally arose to complaints from neighboring properties. Planning Commission also cautioned about the law of unintended consequences, since the factor could result in prospective applicants who wish to develop their property have incentive to cut down their trees even sooner if they know that they will not be allowed to once they file an annexation application.
Page 5 – OCMC 14.04.080	Added "A" and "B" sections. Added "if applicable behind voter approval. Added language acknowledging potential for development agreement.	Reorganized for clarity and added language that the City Commission "reserves the right" to enter into a development agreement with an applicant.

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



CITY OF OREGON CITY

Staff Report

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

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

Agenda Date: 06/16/2021

SUBJECT:

Resolution No. 21-18, Establishing a Minimum Equivalent Residential Unit Monthly Rate to be Charged for Stormwater Service Provided to Customers Served by Oregon City's Stormwater System

STAFF RECOMMENDATION:

Adopt Resolution No. 21-18, increasing stormwater rates in accordance with the FCS Stormwater Utility Rate Study (Draft Report - March 2021).

EXECUTIVE SUMMARY:

A continuation of the discussion from the April 2021 City Commission Meeting. The City Commission has requested City staff to investigate a rate scenario that considers a funding allocation from the American Rescue Plan Act of 2021 (ARPA) and provide recalculated stormwater rates if this funding were applied. City Commission also heard testimony from a commercial property owner and fittingly requested more detail on the impacts the proposed rate increases would have on the City's non-residential customers.

Stormwater rates are in place, in part, to support the City's Capital Improvement Plan (CIP) and maintenance needs. Three levels of services funded by cash or debt issuances were presented in the March 2021 Commission Meeting. The Commission unanimously, and guardedly, favored pursuing Level of Service 2 cash funded option.

The stormwater rate and SDC study is in alignment with Goal 5 from the City's 2019-2021 Goals, Priorities and Milestones. This goal addresses maintaining fiscal health and long-term stability and tasks the City with completing a rate study and SDC analysis and adopting appropriate charges to implement projects identified in the Stormwater Master Plan.

BACKGROUND:

The Citywide Stormwater Master Plan guides stormwater-related priorities and capital improvement projects (CIPs) over the next 15-20 years. The City is currently managing

more than 174 miles of stormwater infrastructure, including significant areas of aging systems. The Master Plan was developed to address immediate capacity needs, replace aging infrastructure, and provide regional solutions to larger flooding and water quality challenges. The updated CIP list and selected programmatic approaches included in this plan will facilitate prioritization of the City's resources and support future resource and financial planning.

The City contracted with FCS Group in March 2020 to gather information from the Stormwater Master Plan, analyze customer revenue and expense data, and run rate analysis to support funding the improvements necessary to remedy system deficiencies and accommodate future growth. FCS Group has incorporated the findings included in the plan, reviewed current and expected operations cost, and incorporated base assumptions for financial targets.

At the March 11, 2021, City Commission Work Session, FCS Group presented three rate scenarios: baseline, moderate capital, and full capital. The scenarios are determined by the amount of annual revenue necessary to fund all financial obligations, is associated with differing rate increases, and is evaluated with and without the use of debt.

1. **Baseline Level of Service (LOS)** includes only critical maintenance needs and critical master plan projects at an average of \$1.7 million per year.
2. **Moderate Capital LOS** includes the baseline of critical maintenance needs with some deferred maintenance and funds all master plan projects at an average of \$2.4 million per year.
3. **Full capital LOS** is all-inclusive of funding all master plan projects and all known deferred maintenance needs at an average of \$3.2 million per year.

The Commission recommended staff to move forward with Moderate Capital LOS (LOS 2) cash funded.

The proposed stormwater rate charges are summarized below:

- Current rate per Equivalent Residential Unit (ERU) is \$10.86.
- Effective July 1, 2021, the proposed new rate per ERU will be \$12.54.
- Effective July 1, 2022, the proposed new rate per ERU will be \$14.48.
- Effective July 1, 2023, the proposed new rate per ERU will be \$16.73.
- Effective July 1, 2024, and annually thereafter, the monthly rate shall increase by 3%.

At the April 7, 2021, City Commission Meeting, the Commission requested City Staff and the consultant to investigate the American Rescue Plan Act of 2021 (ARPA) package. The guidance on ARPA is still rolling out but remains undefined. However, staff has made some assumptions that the City will receive \$7 to \$7.4 million ARPA dollars. We have assumed \$1.4 to \$1.8 million ARPA would be allocated for reimbursement of lost revenues, which leaves approximately \$5.6 million that the City could decide to allocate toward utility infrastructure. In response to the City Commission's April direction, the rate scenario applies the remaining ARPA funds to the

proposed LOS 2 stormwater rate charges so the City Commission can see a comparison of the two options.

The proposed stormwater rate charges with the American Rescue Plan Act funding applied are summarized below:

- Effective July 1, 2021, the proposed new rate per Equivalent Residential Unit (ERU) will be \$12.19; (\$0.35 less than the LOS 2 cash funded scenario)
- Effective July 1, 2022, the proposed new rate per ERU will be \$13.68; (\$0.80 less than the LOS 2 cash funded scenario)
- Effective July 1, 2023, the proposed new rate per ERU will be \$15.35. (\$1.38 less than the LOS 2 cash funded scenario)
- Effective July 1, 2024, and annually thereafter, the monthly rate shall increase by 3%.

Assignment of ERU's to classes of service shall be as follows:

- Residential Dwelling = 1 ERU
- Non-Residential = 1 ERU per storm unit

The Commission also requested City Staff to provide more detail on impacts to non-residential customers. In response to this request, the staff – working together with the Utility Billing Division and FCS Group – have evaluated non-single-family residential accounts which will be explained in the presentation.

However, as an introduction to the topic, understand that the City's stormwater rate structure for non-single-family residential rates apply the ERU to every 2500 square feet of lot size and apply a development intensity factor to non-residential land use or zoning. Overall, the non-single-family residential make-up in Oregon City includes over 1100 stormwater accounts made up of over 13,000 equivalent dwelling units (2,500 sf equivalent areas).

Due to the variety of account lot sizes and the various land uses, please review the Customer Examples Table as a snapshot of the impacts of the proposed LOS 2 rate increase scenarios.

OPTIONS:

1. Approve Resolution No. 21-18.
2. Approve Resolution No. 21-18 with modified rate increase effective dates.
3. Approve Resolution No. 21-18 with American Rescue Plan Act funding applied.
4. Approve Resolution No. 21-18 with American Rescue Plan Act funding applied and with modified rate increase effective dates.
5. Deny Resolution No. 21-18. If the Commission chooses to deny the Resolution, staff requests direction on how to proceed.

RESOLUTION NO. 21-18

A RESOLUTION ESTABLISHING A MINIMUM MONTHLY RATE TO BE CHARGED FOR STORMWATER SERVICE PROVIDED TO EACH CUSTOMER SERVICED BY OREGON CITY'S STORMWATER SYSTEM

WHEREAS, the Oregon City Municipal Code establishes the setting of the City's stormwater charges; and

WHEREAS, the City provides stormwater service to nearly 36,000 people spread across an area of approximately 10.27 square miles; and

WHEREAS, the City commissioned Brown and Caldwell to prepare the "Stormwater Master Plan," dated July 2019; and

WHEREAS, the City Commission adopted the Stormwater Master Plan through the execution of Ordinance 19-1014 which became effective April 17, 2020; and

WHEREAS, the City determined the need to update the stormwater charges; and

WHEREAS, in March 2021, FCS Group Final Model and Recommendations for the Stormwater Rate Study was completed to determine stormwater charges needed to meet the maintenance and capital needs of the Stormwater Utility.

NOW, THEREFORE, OREGON CITY RESOLVES by the City Commission of Oregon City, a municipal corporation of the State of Oregon, that the monthly stormwater charges shall be as follows:

Section 1. The monthly stormwater service charge shall be the following and take effect July 1 of each year noted:

Customer Type	2021	2022	2023
Residential Dwelling Unit Charge	\$12.54	\$14.48	\$16.73
Non-Residential Equivalent Unit Charge	\$12.54	\$14.48	\$16.73

Section 2. Effective July 1, 2024, and annually thereafter, the monthly stormwater service charge adopted in Section 1 shall be adjusted to account for inflation in an amount of no more than 3 percent.

Approved and adopted at a regular meeting of the City Commission held on the 16th day of June 2021.

RACHEL LYLES SMITH
Mayor

Attested to this 16th day of June 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

City of Oregon City

STORMWATER UTILITY RATE STUDY

DRAFT REPORT
March 2021

Washington

7525 166th Avenue NE, Ste. D215
Redmond, WA 98052
425.867.1802

Oregon

5335 Meadows Road, Ste. 330
Lake Oswego, OR 97035
503.841.6543

Colorado

1320 Pearl St, Ste 120
Boulder, CO 80302
719.284.9168

www.fcsgroup.com

This entire report is made of readily recyclable materials, including the bronze wire binding and the front and back cover, which are made from post-consumer recycled plastic bottles.



FCS GROUP
Solutions-Oriented Consult

TABLE OF CONTENTS

Table of Contents	i
Section I. Introduction	2
Section II. Fiscal Policies.....	3
Section III. Revenue Requirement	5
Section IV. Rate Credits	13
Section V. Summary	14
Section VI. Conclusion	Error! Bookmark not defined.
Section VII. Appendices.....	18

Section I. INTRODUCTION

Utility Background

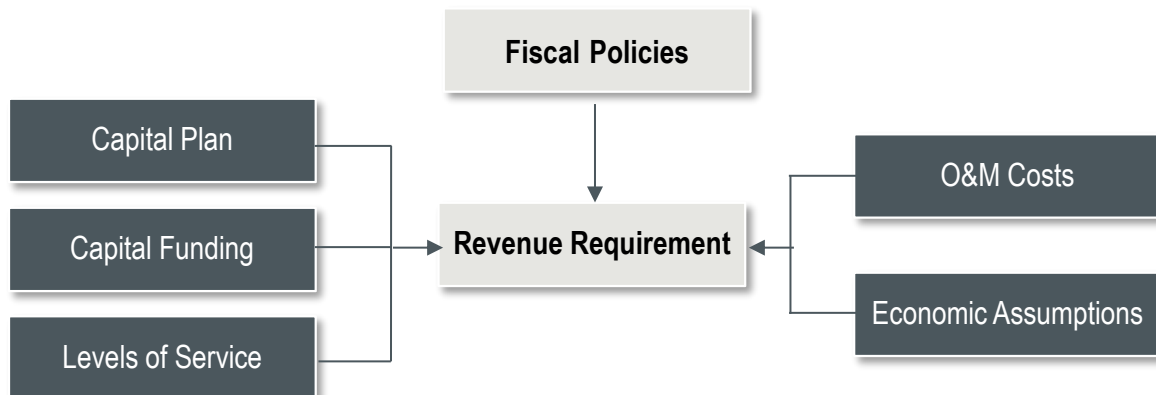
The City of Oregon City (City) stormwater utility prevents damage to people and property and maintains and enhances the City’s natural environment. Stormwater utility services include surface water development review and inspections, maintaining public stormwater systems, inspecting privately maintained stormwater systems, monitoring natural waterways, permit compliance, and providing stormwater education and outreach.

The City bills monthly fees to property owners within the City limits to provide resources needed to plan, manage, design, construct, maintain, revise, and upgrade the storm drainage and surface water runoff systems within the corporate limits of the City. The City contracted with FCS GROUP to perform a stormwater utility rate study, the main purpose of which is to ensure that the City has the resources to continue to provide these valuable services into the future.

Rate Study

The main purpose of this rate study is to develop a funding plan (“revenue requirement”) for the City’s stormwater utility. The revenue requirement identifies the total revenue needed to fully fund the utility on a standalone basis considering operating and maintenance expenditures, fiscal policy achievement, and the capital project needs of the utility.

Exhibit 1: Revenue Requirement Overview



Issue Papers

In support of the rate study, three issue papers were developed and have been included in **Appendix C** of this report: *Issue Paper #1: Fiscal Policies*, *Issue Paper #2: Rate Structures*, and *Issue Paper #3: Rate Credits*.

Section II. FISCAL POLICIES

The basic framework for evaluating utility revenue needs includes sound fiscal policies. Several policy topics are important to consider as part of managing the finances of the stormwater utility, including: Cash Reserves, Capital Funding, and Rate Funded System Reinvestment. These policies were initially documented and reviewed with City staff in *Issue Paper #1*.

When evaluating fund reserve levels and objectives, it is important to recognize that the value of reserves lies in their potential use. A reserve strategy that deliberately avoids any use of reserves negates their purpose. The fluctuation of reserve levels may indicate that the system is working, while lack of variation over many years strongly suggests that the reserves are, in fact, unnecessary.

Operating Reserves

An operating reserve is designed to provide a liquidity cushion; it protects the utility from the risk of short-term variation in the timing of revenue collection or payment of expenses. The most common operating reserve minimum balance target for stormwater utilities with monthly or bi-monthly billing is between 30 days to 45 days of operating expenses.

Recommended Policy: Achieve a year-end minimum balance target of **45 days** of total annual operating expenditures. This equates to a target of **\$350,000** in 2020 based on 2020 budgeted expenditures totaling \$2.85 million.

Capital Reserve

This reserve provides a source of emergency funding for unexpected asset failures or other unanticipated capital needs. This capital reserve policy is not intended to guard against catastrophic system failure or extreme acts of nature. Minimum balances for capital reserves are often based on a percentage (commonly 1% to 2%) of the original cost of utility fixed assets or an amount determined sufficient to fund an emergency capital project or equipment failure.

Recommended Policy: Achieve a year-end minimum balance target of **1%** of the original cost of all plant-in-service. This equates to a target of **\$100,000** in 2020 based on a total original cost basis of \$9.80 million.

Debt Related Policies

The City does not currently have any outstanding stormwater utility debt. Based on discussions with City staff, it is the City's preference that the stormwater utility continues to primarily cash-fund capital projects during the study period.

Debt Reserve

A debt reserve is most often required as a condition of bond issuance, though some loan programs also require a reserve. The reserve intends to protect bondholders (or the agency issuing loans) from the risk of the borrower defaulting on their payments and is most often linked to either average annual debt service or maximum annual debt service.

Recommended Policy: The policy should be dictated by terms outlined in contracts for debt obligations if the stormwater utility chooses to utilize debt in the future.

Debt Service Coverage

Debt service coverage is typically a requirement associated with revenue bonds, and it is an important benchmark to measure the riskiness of a utility's capital funding plans. Coverage is most easily understood as a factor applied to annual debt service. In such a case, if it issues revenue bonds, the stormwater utility agrees to collect enough revenue to meet operating expenses and not only pay debt service but to collect an additional 25% above bonded debt service. The extra revenue is a "cushion" that makes bondholders more confident that debt service will be paid on time.

Recommended Policy: While 1.25 is a common legal minimum coverage for revenue bonds, FCS GROUP recommends a more conservative internal policy coverage target of at least 1.50 to 2.00 should the stormwater utility choose to utilize debt in the future.

Rate Funded System Reinvestment

Rate funded system reinvestment is the funding of long-term infrastructure replacement needs through a regular (annual) and predictable rate provision, which helps minimize reliance on debt.

Recommended Policy: The City desires to continue to cash-fund its capital program. Therefore, the utility should strive to generate revenues to cover both operating costs and the annual average capital program. The level of rate funded system reinvestment will depend on the Commission's selected level of service.

Exhibit 2 provides a summary of the recommended fiscal policies for the stormwater utility.

Exhibit 2: Summary of Fiscal Policies

Policy	Recommended Target
Operating Reserve	45 Days of O&M: \$350,000 based on the 2020 budget
Capital Reserve	1% of plant-in-service original cost: \$100,000 in 2020.
Debt Service Coverage	If debt is issued, an internal policy target of at least 1.50 to 2.00 would be prudent
Rate Funded System Reinvestment	Set rates to allow the utility to cash fund its capital program

Section III. REVENUE REQUIREMENT

This section presents the revenue requirement results for the stormwater utility. The forecasts within this section generate the revenue needed under each level of service to fund the utility on a standalone basis, considering operating and maintenance expenditures, fiscal policy achievement, and a portion of the capital projects identified in the City's six-year capital plan for the stormwater utility.

Levels of Service (Without Debt Issuances)

Three levels of service (LOS) have been developed for consideration: Baseline, Moderate Capital, and Full Capital. Each successive level of service introduced two new full time employee positions: a utility maintenance worker and a stormwater engineer, both to be introduced in 2022. Planned capital expenses were portrayed as a 'capital budget' for use on capital projects in the City's capital improvement program (CIP). The three levels of service incorporated annual capital budgets of approximately \$1,700,000 (Baseline), \$2,400,000 (Moderate Capital), and \$3,200,000 (Full Capital). The Baseline level of service will fund all critical master plan and critical capital maintenance needs projects, the Moderate Capital level of service will fund all master plan projects, critical capital maintenance needs, and some additional capital maintenance, and the Full Capital level of service will fund all master plan projects and known capital maintenance needs. **Exhibit 3** summarizes the programs that would be funded under each level of service as well as the monthly rate impacts if the City does not issue debt to fund the capital program.

Exhibit 3: Levels of Service (Cash Funded)

Level of Service Matrix	Single Family Monthly Rate				Capital Projects	Cash Funded / Debt Funded Capital
	Existing	Year 1	Year 2	Year 3		
LOS 1: Baseline	\$10.86	\$11.95	\$13.14	\$14.45	Avg. \$1,700,000 / year in Capital Expenditures \$1.2M - critical master plan projects \$500k - critical maintenance needs	\$32,000,000 Cash Funded \$0 Debt Funded
	\$ change:	\$1.09	\$1.19	\$1.31		
LOS 2: Moderate Capital	\$10.86	\$12.54	\$14.48	\$16.73	Avg. \$2,400,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$800k - critical maintenance needs and some additional maintenance	\$46,000,000 Cash Funded \$0 Debt Funded
	\$ change:	\$1.68	\$1.94	\$2.25		
LOS 3: Full Capital	\$10.86	\$13.14	\$15.89	\$19.24	Avg. \$3,200,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$1.6M - Fund all known maintenance needs projects	\$60,100,000 Cash Funded \$0 Debt Funded
	\$ change:	\$2.28	\$2.75	\$3.35		

Economic & Inflation Factors

The operating and maintenance expenditure forecast largely relies on the City's 2020 adopted budget for the stormwater and SDC funds. The line items in the budget are then adjusted each year by utilizing one of the following factors:

- General Cost Inflation – assumed to be 2.0 percent per year based on the 20-City CPI index.
- Construction Cost Inflation – assumed to be 3.0 percent per year based on the historical Engineering News-Record's Construction Cost Index (20-City Average).
- Labor Cost Inflation – assumed to be 2.0 percent per year based on the Employment Cost Index – Wages and Salaries, as well as a discussion with City staff.
- Benefits Cost Inflation – assumed to be 5.0 percent per year based on the Employment Cost Index – Benefits, as well as a discussion with City staff.
- Taxes – City franchise fee rate of 6.0 percent.
- Fund Earnings – assumed to be 0.50 percent per year based on the Local Government Investment Pool (LGIP) for Oregon.
- Growth in Rate Revenue before Increases – the City is assumed to add approximately 120 new dwelling units per year, per the City's 2019 Housing Needs Assessment. This results in a growth rate of approximately 0.5 percent per year.

Fund Balances

The stormwater utility has separate funds for tracking operating and capital activity. The combined beginning July 1, 2020 cash and investments balance was \$1,100,000. Of that total, City finance staff noted that \$739,000 was operating cash in Fund 410 and \$371,000 was reserved for capital expenditures in Fund 412, as shown in **Exhibit 4**.

Exhibit 4: Stormwater Utility Fund Cash Balances

Description	Beginning 2020 Cash Balances
Operating Reserve	\$1,064,212
Capital Reserve	\$336,122
SDC Reserve – Reimbursement	\$305,601
SDC Reserve – Improvement	\$85,138
Total Beginning Cash January 1, 2020	\$1,791,073

Existing Debt Obligations

As noted previously, the City does not have any existing stormwater-related debt obligations. In the following sections, no new debt issuances are assumed.

Revenue Requirement Results – Baseline LOS

Exhibit 5 graphically represents the revenue requirement forecast through 2029 for the Baseline Capital LOS scenario. Detailed observations are provided below:

- **Solid line:** Revenue at existing rates.

Total revenue is expected to be roughly \$3,150,000 in 2020 and is expected to increase 0.50 percent per year with customer growth, before future rate adjustments.

- **Dashed line:** Revenues with rate increases.

As the operating and capital costs associated with the Baseline LOS are incorporated into the forecast, rate revenue must increase to cover those obligations. Total revenues are expected to grow to just over \$5,050,000 per year by 2029.

- **Dark blue bar:** Operating and maintenance expense (O&M).

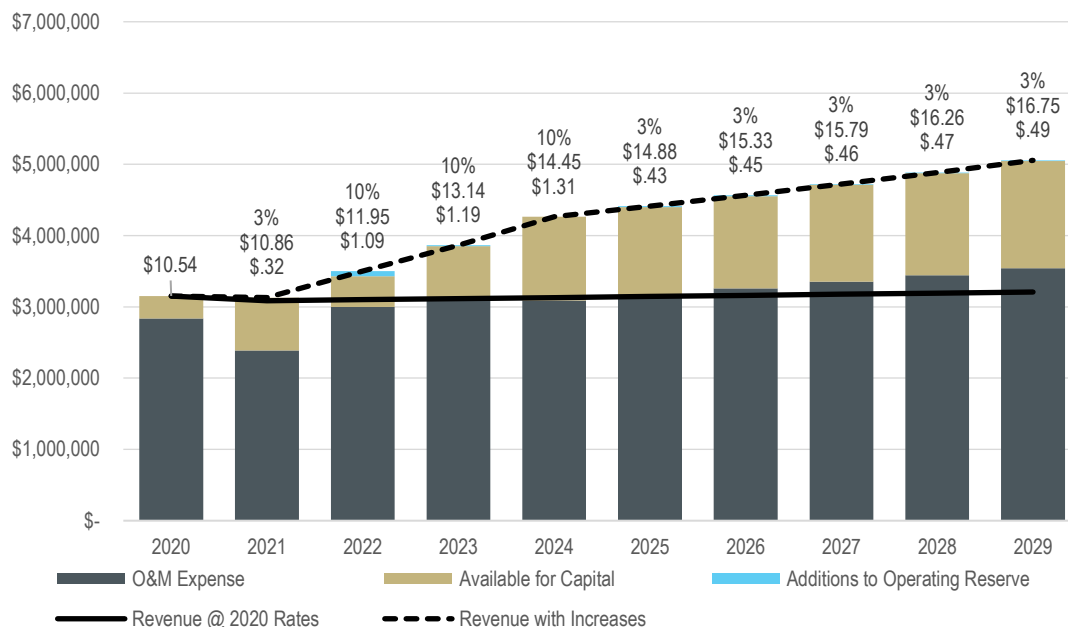
Operating expenses are based on the adopted 2020 budget plus the additional costs associated with the Baseline Capital LOS. Operating expenses are expected to grow to \$3,500,000 by 2029. The one-time 'drop' in operating expenses in 2021 is related to transfers out to other City funds.

- **Tan bar:** Available for capital.

This amount increases gradually after 2021 as revenues increase with rate increases. By 2029, \$1,500,000 per year would be available for capital projects.

- **Light blue bar:** Additions to the operating reserve to keep pace with escalating O&M.

Exhibit 5: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Baseline LOS)



*The graph labels show the monthly revenue adjustment, the single-family monthly rate, and the monthly change to the single-family rate.

Revenue Requirement Results – Moderate Capital LOS

Exhibit 6 graphically represents the revenue requirement forecast through 2029 for the Moderate Capital LOS scenario. Detailed observations are provided below:

- **Solid line:** Revenue at existing rates.

Total revenue is expected to be roughly \$3,150,000 in 2020 and is expected to increase 0.50 percent per year with customer growth, before future rate adjustments.

- **Dashed line:** Revenues with rate increases.

As the operating and capital costs associated with the Moderate Capital LOS are incorporated into the forecast, rate revenue must increase to cover those obligations. Total revenues are expected to grow to \$5,800,000 per year by 2029.

- **Dark blue bar:** Operating and maintenance expense (O&M).

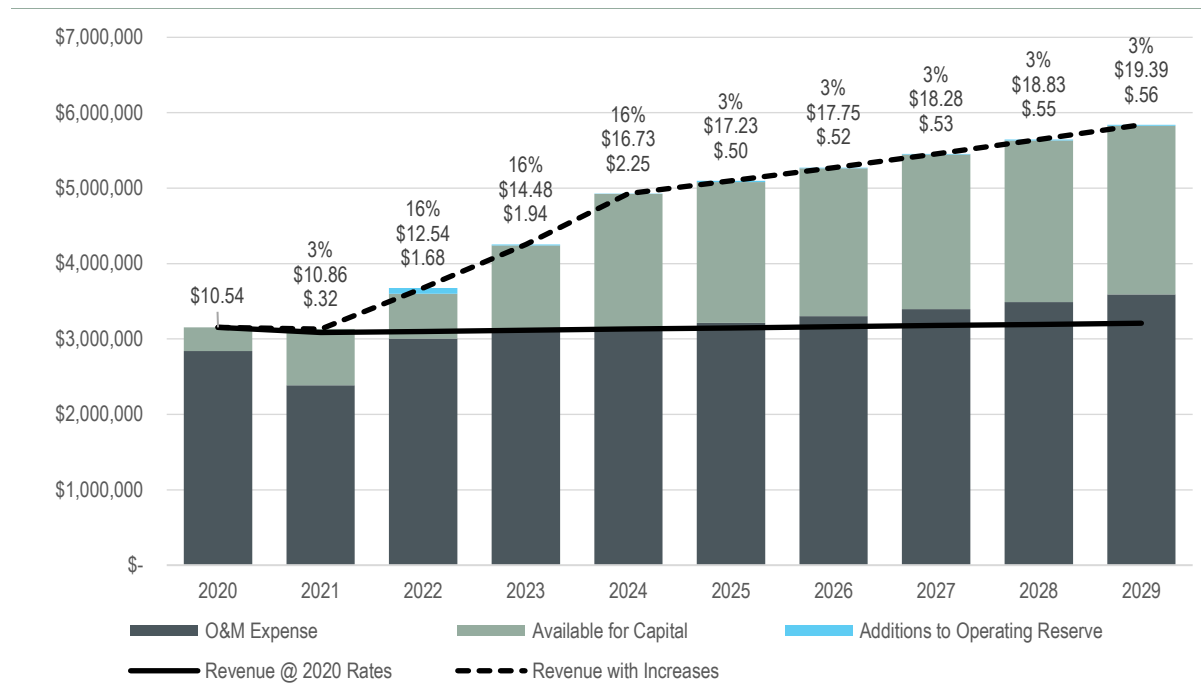
Operating expenses are based on the adopted 2020 budget plus the additional costs associated with the Moderate Capital LOS. Operating expenses are expected to grow to \$3,600,000 by 2029. The one-time ‘drop’ in operating expenses in 2021 is related to transfers out to other City funds.

- **Green bar:** Available for capital.

This amount increases gradually after 2021 as revenues increase with rate increases. By 2029, \$2,200,000 per year would be available for capital projects.

- **Light blue bar:** Additions to the operating reserve to keep pace with escalating O&M.

Exhibit 6: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Moderate Capital LOS)



*The graph labels show the monthly revenue adjustment, the single-family monthly rate, and the monthly change to the single-family rate.

Revenue Requirement Results – Full Capital LOS

Exhibit 7 graphically represents the revenue requirement forecast through 2029 for the Full Capital LOS scenario. Detailed observations are provided below:

- **Solid line:** Revenue at existing rates.

Total revenue is expected to be roughly \$3,150,000 in 2020 and is expected to increase 0.50 percent per year with customer growth, before future rate adjustments.

- **Dashed line:** Revenues with rate increases.

As the operating and capital costs associated with the Full Capital LOS are incorporated into the forecast, rate revenue must increase to cover those obligations. Total revenues are expected to grow to \$6,700,000 per year by 2029.

- **Dark blue bar:** Operating and maintenance expense (O&M).

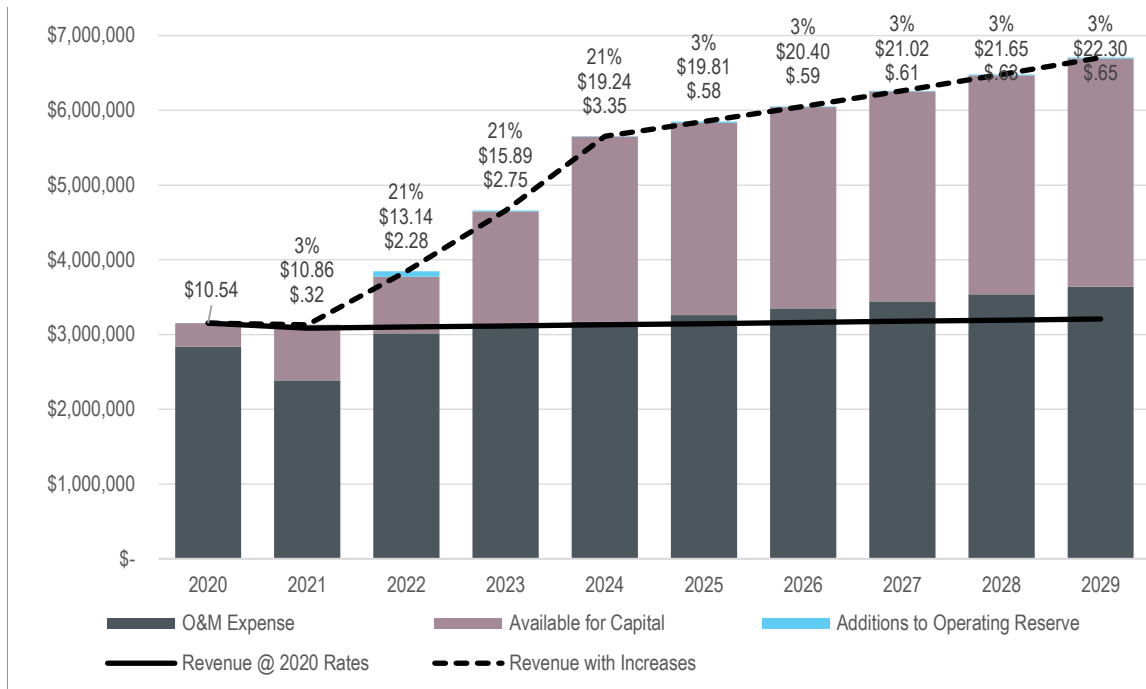
Operating expenses are based on the adopted 2020 budget plus the additional costs associated with the Full Capital LOS. Operating expenses are expected to grow to \$3,650,000 by 2029. The one-time ‘drop’ in operating expenses in 2021 is related to transfers out to other City funds.

- **Lavender bar:** Available for capital.

This amount increases gradually after 2021 as revenues increase with rate increases. By 2029, \$3,050,000 per year would be available for capital projects.

- **Light blue bar:** Additions to the operating reserve to keep pace with escalating O&M.

Exhibit 7: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Full Capital LOS)



*The graph labels show the monthly revenue adjustment, the single-family annual rate, and the monthly change to the single-family rate.

Levels of Service (With Debt Issuances)

Alternative scenarios were prepared which assume the issuance of debt to fund some capital projects, rather than funding capital projects entirely through rates. The levels of service in these debt issuance scenarios are the same as assumed in the previous cash-funded scenarios. **Exhibit 8** summarizes the rate impacts if the City issues debt to fund the capital program; these rates may be directly compared to those in the previous section showing the impact of issuing debt.

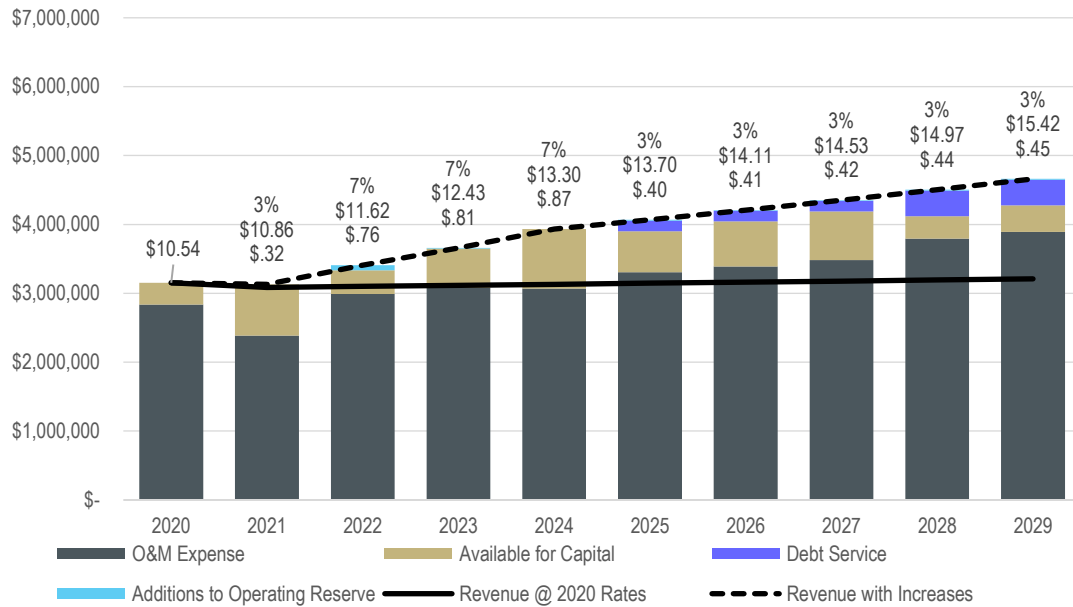
Exhibit 8: Levels of Service (Debt Funded)

Level of Service Matrix	Single Family Monthly Rate				Capital Projects	Cash Funded / Debt Funded Capital
	Existing	Year 1	Year 2	Year 3		
LOS 1: Baseline	\$10.86	\$11.62	\$12.43	\$13.30	Avg. \$1,700,000 / year in Capital Expenditures \$1.2M - critical master plan projects \$500k - critical maintenance needs	\$14,200,000 Cash Funded <u>\$17,800,000 Debt Funded</u> \$32,000,000 Total Capital
	\$ change:	\$0.76	\$0.81	\$0.87		
LOS 2: Moderate Capital	\$10.86	\$12.16	\$13.62	\$15.25	Avg. \$2,400,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$800k - critical maintenance needs and some additional maintenance	\$21,300,000 Cash Funded <u>\$24,700,000 Debt Funded</u> \$46,000,000 Total Capital
	\$ change:	\$1.30	\$1.46	\$1.63		
LOS 3: Full Capital	\$10.86	\$12.49	\$14.36	\$16.51	Avg. \$3,200,000 / year in Capital Expenditures \$1.6M - Fund all master plan projects \$1.6M - Fund all known maintenance needs projects	\$24,500,000 Cash Funded <u>\$35,600,000 Debt Funded</u> \$60,100,000 Total Capital
	\$ change:	\$1.63	\$1.87	\$2.15		

Revenue Requirement Results – With Debt Issuances

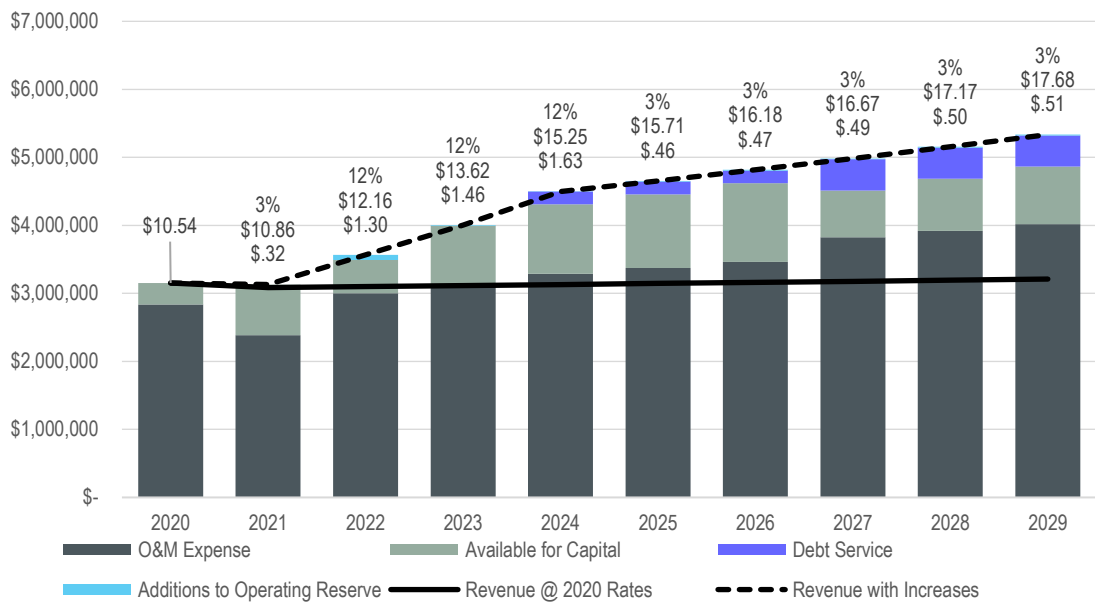
Exhibits 9, 10, and 11 graphically represent the revenue requirement forecast through 2029 for the each of the previously discussed levels of service, assuming the City issues debt at the levels presented in each scenario.

Exhibit 9: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Baseline LOS)



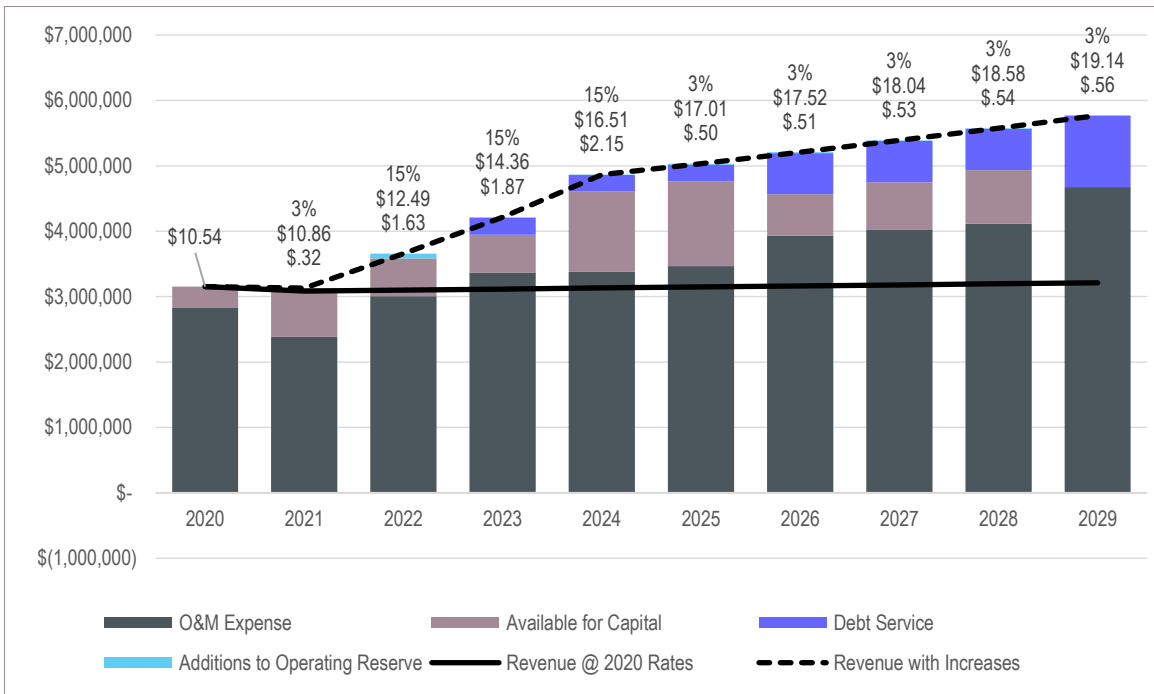
For the Baseline LOS, the total debt issuance is assumed to be \$17,800,000, resulting in annual debt service payments of \$375,000 by 2029.

Exhibit 10: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Moderate Capital LOS)



For the Moderate Capital LOS, the total debt issuance is assumed to be \$24,700,000, resulting in annual debt service payments of \$450,000 by 2029.

Exhibit 11: Monthly Stormwater Utility Revenue Requirement Forecast 2020-29* (Full Capital LOS)



For the Full Capital LOS, the total debt issuance is assumed to be \$35,600,000, resulting in annual debt service payments of \$1,100,000 by 2029.

Section IV. RATE CREDITS

A stormwater customer who provides onsite mitigation that is over and above the City's minimum requirements can reduce the utility's costs. Providing a rate credit for this additional mitigation can therefore be an appropriate incentive. This section provides an analytically-based maximum rate credit that the City may offer (if it offers one at all). For administrative practicality, if the City does decide to offer rate credits, we recommend that only commercial properties should be considered eligible for credits.

After calculating the total revenue requirement for the utility, we determined the maximum rate credit using the following approach. Each category of stormwater program costs was allocated between base and use. "Base" costs are not avoidable even with universal onsite mitigation. "Use" costs are theoretically avoidable with sufficient onsite mitigation. Results are shown in **Exhibit 12** below.

Exhibit 12: Base and Use Categorization

Expense Description	% Base	% Use
Personnel Services	92%	8%
Materials and Services	78%	22%
Transfers Out	100%	0%
Cash Funded Capital	33%	67%

These allocations of the FY 2021-22 projected costs resulted in approximately 71 percent of expenses classified as base costs 29 percent classified as use costs.

The maximum rate credit was determined by dividing each component cost by the expected number of ESUs to be charged. It was assumed that up to 10 percent of all ESUs would be lost to credits, or refinements to their chargeable area based on updated measurements. The calculation of the maximum credit amount is summarized in **Exhibit 13** below.

Exhibit 13: Calculation of Maximum Credit

	Base	Use	Total (\$)
Total \$	2,419,925	\$ 1,018,774	\$ 3,438,698
Storm Units	24,195	24,195	
Credit Qualifying (10%)		(1,379)	
Chargeable Storm Units	24,195	22,816	
Annual Charge per Unit \$	100.02	\$ 44.65	\$ 144.67
<i>Maximum Credit Provided</i>		31%	

The result of the credit calculation is a maximum rate credit of 31 percent for qualifying on-site mitigation.

Section V. SUMMARY

A review of the rates for each scenario (baseline, moderate capital, full capital, with and without debt) is provided as shown in **Exhibit 14**.

Exhibit 14: Rate Increase Scenarios

LOS Matricies	Existing	Year 1	Year 2	Year 3
LOS 1: Cash funded	\$10.86	\$11.95	\$13.14	\$14.45
\$ change		\$1.09	\$1.19	\$1.31
LOS 2: Cash funded	\$10.86	\$12.54	\$14.48	\$16.73
\$ change		\$1.68	\$1.94	\$2.25
LOS 3: Cash funded	\$10.86	\$13.14	\$15.89	\$19.24
\$ change		\$2.28	\$2.75	\$3.35
LOS 1: Debt funded	\$10.86	\$11.62	\$12.43	\$13.30
\$ change		\$0.76	\$0.81	\$0.87
LOS 2: Debt funded	\$10.86	\$12.16	\$13.62	\$15.25
\$ change		\$1.30	\$1.46	\$1.63
LOS 3: Debt funded	\$10.86	\$12.49	\$14.36	\$16.51
\$ change		\$1.63	\$1.87	\$2.15

Commission Decision

Results of this study were presented to the City Commission on March 11th, 2021. The commission indicated a preference for the cash-funded LOS 2. **Exhibits 15, 16, and 17** show the forecasted rate increases and reserve balances in this scenario.

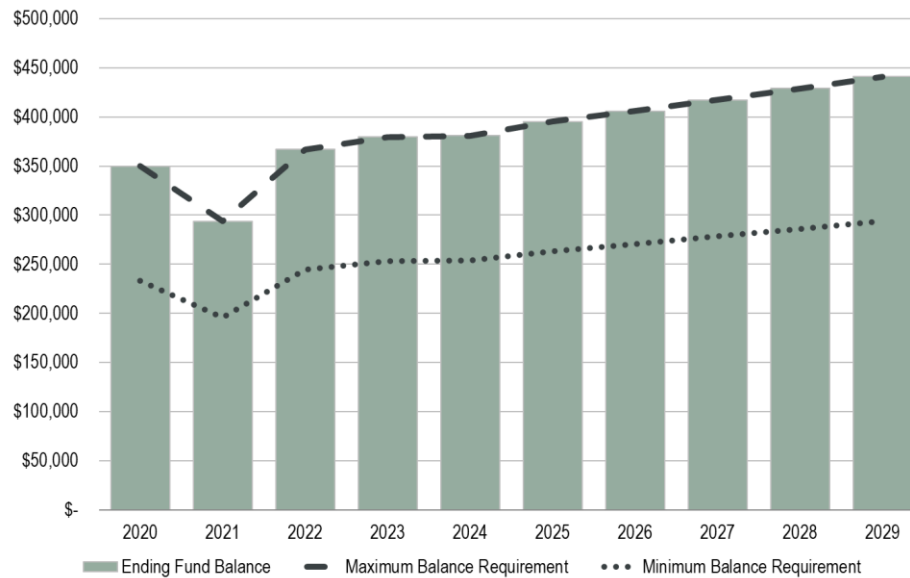
Exhibit 15: Summary Results of the Revenue Requirement Forecast – Selected LOS

Summary of Rate Adjustments	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual Rate Adjustments	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39

Forecasted Reserves – LOS 2 Cash Funded

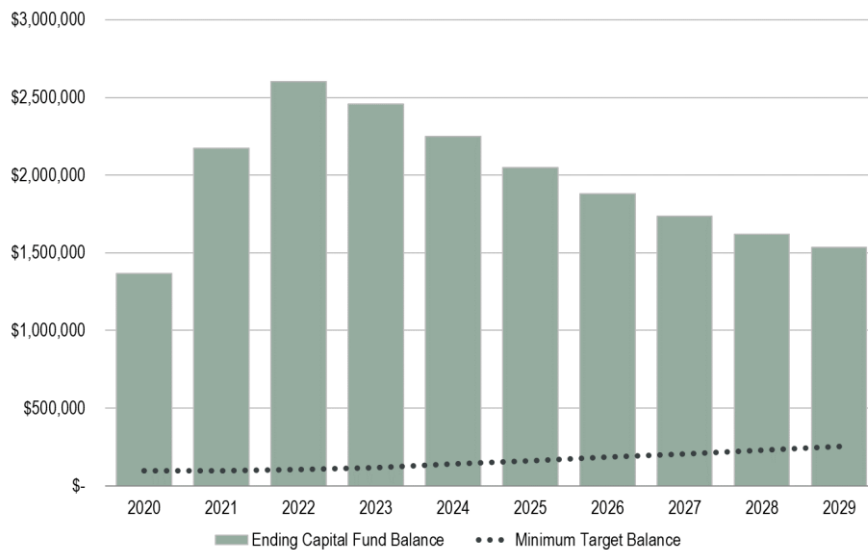
Operating Reserve

Exhibit 16: Operating Reserve Forecast



Capital Reserve

Exhibit 17: Capital Reserve Forecast



The rate strategy does forecast a drawing down of the capital reserve over the twenty-year timeline, as indicated in **Exhibit 17**. Depending on the timing associated with the execution of capital projects, this capital reserve will fluctuate from year-to-year but does not fall below the minimum target balance.

Section VI. CONCLUSION

Revenue Requirement & Rate Schedule

The recommended rate increases in **Exhibit 18** allow the stormwater utility to accomplish the following:

- Continue to fund existing and planned operating expenses, plus inflation;
- Allow the utility to fund \$15.6 million in capital projects 2020-2029 (escalated dollars);
- Generate nearly \$2.2 million per year for rate-funded capital by 2029; and
- Maintain utility reserves at a healthy level throughout the forecast.

Exhibit 18 shows the recommended rate adjustments applied to the City's existing rate structure.

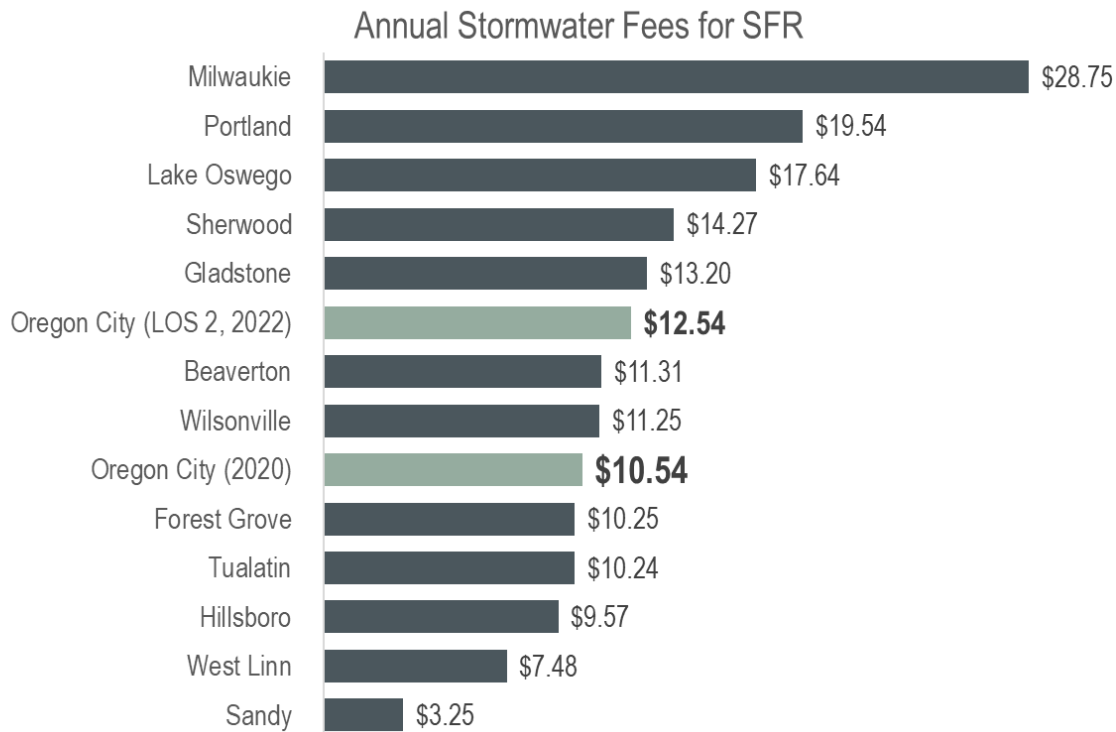
Exhibit 18: Rate Schedule Forecasts

Existing Rate Structure	FY 2020	Existing FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual Increases		\$0.32	\$1.68	\$1.94	\$2.24	\$0.50	\$0.52	\$0.53	\$0.55	\$0.56
Single Family Residential (per parcel)	\$10.54	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39
Multi-Family Residential (per ERU)	\$10.54	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39
Commercial Class 1 (per Storm Unit)	\$10.54	\$10.86	\$12.54	\$14.48	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83	\$19.39

Single-Family Residential Rate Comparison

As a resource to the City and its customers, a rate survey of regional stormwater utilities is provided below. **Exhibit 19** shows each jurisdiction's 2020 monthly single-family residential rate. Note that each jurisdiction has a unique set of geographic traits, customers, and system characteristics that can have a significant impact on rates.

Exhibit 19: Monthly 2020 Single-Family Residential Stormwater Rates



Updating This Study's Findings

It is recommended that the City revisit the study findings during the forecast period to check that the assumptions used are still appropriate and that no significant changes have occurred that would alter the results of the study. The City should use the study findings as a living document, routinely comparing the study outcomes to actual revenues and expenses. Any significant or unexpected changes may require adjustments to the rate strategy recommended in this report.

Section VII. APPENDICES

Appendix A - Issue Papers

STORMWATER FISCAL POLICIES

BACKGROUND

The basic framework for evaluating utility revenue needs includes sound fiscal policies. Intended to promote long-term financial viability for the utility, these policies can address a variety of topics including cash management, a capital funding strategy, and financial performance.

There are several policy topics that can be important to consider further as part of managing the finances of the Oregon City Stormwater Division:

- Cash Reserves;
- Debt Management;
- Capital Funding; and
- Replacement Reserve Funding.

When evaluating fund reserve levels and objectives, it is important to recognize that the value of reserves lies in their potential use. A reserve strategy that deliberately avoids any use of reserves negates their purpose. Fluctuation of reserve levels may indicate that the system is working, while lack of variation over many years strongly suggests that the reserves are, in fact, unnecessary.

CASH RESERVES

Reserves are a key component of any utility financial strategy, as they provide the flexibility to manage variations in costs and revenues that could otherwise have an adverse impact on ratepayers. For the purpose of rate and financial planning, resources are commonly separated into the following distinct accounts or funds:

- Operating Reserves,
- Capital Reserves,
- SDC Reserves, and
- Debt Reserves.

Operating Reserves

An operating reserve is designed to provide a liquidity cushion; it protects the utility from the risk of short-term variation in the timing of revenue collection or payment of expenses. Like other types of reserves, operating reserves can help smooth rate increases over time.

Target balances for an operating reserve are generally expressed as a certain number of days of operating expenses (less transfers), with the minimum target varying with expected revenue volatility. Industry practice for utility operating reserves typically ranges from 30 days (8%) to 120 days (33%) of operating expenses, with the lower end more appropriate for utilities with stable revenue streams and the higher end of the range more appropriate for utilities with significant seasonal or consumption-based fluctuations.

The most common operating reserve target for stormwater management utilities with monthly billing schedules, like Oregon City, is between 30 days to 60 days of operating expenses (Table 1).

Table 1. Operating Reserve Policy Recommendation

Policy	Common Target	Recommended Target
Operating Reserve	30 to 60 Days of O&M	30 to 60 Days of O&M

In any year where operating reserves exceed the maximum days (i.e., 30-60 days) of operating expenses, it is assumed that the excess cash can be used to help pay for capital projects. This can be accomplished by calculating the target balance and comparing it against the actual existing cash balance. If the actual balance is greater than the target, the difference can be designated as a capital resource.

Capital Reserves

The capital reserve consists of cash that has been set aside for capital purposes. Resources can include utility rate revenue, grants, and debt proceeds. This fund provides a source of emergency funding for unexpected asset failures or other unanticipated capital needs. It can also help the utility address cash flow issues related to capital projects. For example, grants that the utility may rely upon to meet its capital needs may have a local cash matching requirement.

Given these different purposes, there are a variety of potential benchmarks for setting a minimum balance for this reserve. Some potential options include:

- A percentage (commonly 1 to 2%) of the original cost of fixed assets (Table 2);
- A rolling multi-year average of capital improvement program (CIP) costs; or
- An amount determined sufficient to fund an equipment failure.

However, this capital reserve policy is not intended to guard against catastrophic system failure or extreme acts of nature.

Table 2. Capital Reserve Policy Recommendation

Policy	Common Target	Recommended Target
Capital Reserve	1 to 2% of Original Cost of Assets	1 to 2% of Original Cost of Assets

System Development Charge Reserves

System development charge (SDC) revenue includes both reimbursement and improvement fee receipts. Revenue from each fee should be held in a separate reserve account. These funds are used to pay for capital projects, with the improvement fee balance to be used only for projects that expand the capacity of the system.

DEBT MANAGEMENT

Debt Reserve

The debt reserve is most often required as a condition of bond issuance, though some loan programs also require a reserve. The intent of the reserve is to protect bondholders (or the agency issuing loans) from the risk of the borrower defaulting on their payments.

The minimum balance for this reserve (typically specified in the bond/loan agreement) is most often linked to either average annual debt service, maximum annual debt service, or the amount issued (Table 3).

Table 3. Debt Reserve Policy Recommendation

Policy	Common Target	Recommended Target
Debt Reserve	Depends on type of debt issued.	Policy should be dictated by terms outlined in contracts for debt obligations, if applicable.

Debt Service Coverage

Debt service coverage is typically a requirement associated with revenue bonds and some state loans, and it is an important benchmark to measure the riskiness of the utility's capital funding plans. Coverage is most easily understood as a factor applied to annual debt service. In such a case, if it sells revenue bonds, the utility agrees to collect enough revenue to meet operating expenses and not only pay debt service, but collect an additional 25% increment above bonded debt service.

The extra revenue is a "cushion" that makes bondholders more confident that debt service will be paid on time. The extra revenue can be used for capital expenditures, to build reserves for future asset replacement, or for debt service on subordinate debt. Depending on the targeted rating level, some rating agencies suggest an annual debt service coverage target of 1.70 or greater (*Moody's Rating Methodology, US Municipal Utility Revenue Debt, October 2017*) (Table 4). Achieving a bonded debt service coverage level greater than the minimum required level is a positive signal that bond rating agencies notice, and can result in more favorable terms if the utility goes to the market for bonds.

Table 4. Debt Service Coverage Policy Recommendation

Policy	Common Target	Recommended Target
Debt Service Coverage	Depends on type of debt issued and targeted debt rating level (e.g., Aaa, Aa, A, etc.)	According to Moody's, a target range of between 1.25x and 1.70x might contribute towards an "A" rating. A range of 1.70x and 2.00x; an "Aa" rating.

CAPITAL FUNDING

Utilities can typically draw funds for capital improvement projects from a variety of sources, such as grants, system development charges, utility rates, and debt. While grants and developer contributions would logically be applied to project costs first, the next choice in the funding “hierarchy” is not necessarily apparent. A list of considerations is provided below.

Debt Funding

Debt mitigates the financial impact of capital investment on ratepayers, but comes with issuance and interest costs. A utility’s ability to meet coverage and other debt-related requirements may limit the amount of additional debt that it can issue. Additionally, excessive amounts of outstanding debt can affect a utility’s credit rating (and its ability to secure low-interest debt).

Cash Funding

Capital cash resources (e.g., system development charges, replacement reserve funding) can be applied to project costs directly, or they can be held in reserve or used toward annual debt service payments.

Resulting Considerations

The specific decision regarding whether to fund projects by debt or by cash is an important policy decision that will likely be driven by a number of considerations. While cash funding will be cheaper in the long run because there is no interest cost, debt funding may be the more practical option since it allows for the payment of costs over an extended period of time. Using debt to spread the cost over time also promotes “generational equity,” ensuring that future customers pay for their fair share of system costs.

The overlay of other financial policies related to coverage and replacement reserve funding can implicitly define equity generation through rates and system development charges, automatically constraining the need for debt to reasonable levels. In this case, a new policy related to debt financing may not provide added value to financial planning or viability.

Across the Industry

Drawing from a report from Black & Veatch, “*2018 Stormwater Utility Survey*”, of the 75 participants surveyed (from 21 states), the weighted funding profile for surface water and stormwater utility capital projects was approximately 87% cash versus 13% with debt. This result is up from 85% cash in 2014.

REPLACEMENT RESERVE FUNDING (RRF)

The concept of replacement reserve funding is essentially funding long-term infrastructure replacement needs through a regular and predictable rate provision. An RRF program can be structured to take into account the defined funding source (rate revenue), accumulation of funds when funding exceeds near-term needs, and augmentation of funds (e.g., through debt) when replacement needs exceed available cash resources.

Specific benchmarks for annual funding might include any of the following:

- Original cost depreciation expense;
- Replacement cost depreciation expense;
- Asset management plan; and
- Directly budgeted replacement project expenditures.

Each of these benchmarks are described in more detail in the following subsections.

Original Cost Depreciation Expense

This approach fully funds the decline in asset value attributable to the wear and tear from routine use, as measured by original construction costs. It avoids decline in system asset value (financial integrity) by replacing physical assets with cash assets.

However, as the General Finance Officers Association (GFOA) notes in their capital asset management recommendations, “Simply budgeting for the historical acquisition value of the asset may not take into account changes in price for a new asset or cases where the asset may not need full replacement based on the condition assessment,” (*Recommendation 7*).

Replacement Cost Depreciation Expense

This approach estimates the replacement cost of the system, and bases the funding target on this higher cost. This approach more closely conforms to the true cost of replacing the system or asset.

Asset Management Plan

This approach identifies a specific dollar amount of funding to be budgeted annually, ideally based on an asset management plan. An asset management plan is typically based on an accurate asset inventory, supplemented by routine asset condition assessments.

Directly Budgeted Replacement Project Expenditures.

By budgeting replacement expenditures as they occur, this approach does not attempt to anticipate or accumulate toward replacement needs and is likely to provide highly variable annual requirements.

Summary

Of these various approaches, only the Asset Management Plan approach is actually designed to ensure full funding of replacement needs, assuming the accuracy of assumptions used (Table 5). All of the others are intended to provide reasonable contributions toward meeting replacement needs, but do not ensure the adequacy of such funding.

Most commonly, utilities that have addressed replacement funding needs have used historical (original cost) depreciation expense as the basis for a reasonable level of reinvestment in the system. This strategy and level of funding satisfies several standards for reasonable rates:

- It avoids decline in system asset value (financial integrity);

- It charges customers commensurate with their consumption of facility useful lives and avoids the possibility of charging customers more than the current cost to provide service (rate equity); and
- It provides a substantial source of funding for replacement (capital funding adequacy).

Table 5. Replacement Reserve Funding Recommendation

Policy	Common Target	Recommended Target
Replacement Reserve Funding	Based on original cost or replacement cost depreciation. Asset management plans are becoming more popular—and important—and would provide a more-detailed funding strategy beyond what annual depreciation would suggest.	Implement an asset management plan. Absent that, fund at least 100% of original cost depreciation. Consider building rates over time to fund replacement cost depreciation.

RECOMMENDATIONS

We recommend that the City consider the following fiscal policies for the Stormwater Management utility.

Table 6. Summary of Recommendations

Policy	Common Target	Recommended Target
Operating Reserve	30 to 60 Days of O&M	30 to 60 Days of O&M
Capital Reserve	1 to 2% of Original Cost of Assets	1 to 2% of Original Cost of Assets
SDC Reserve	Account for reimbursement and improvement fees separately	
Debt Service Coverage	Minimum required: 1.25x	If debt is issued, an internal policy target of 2.00x may be prudent.
Replacement Reserve Funding	Asset management plans are becoming more popular. Otherwise, a percentage of depreciation (original cost or replacement cost).	Develop Asset Management Plan. Or fund at least 100% of original cost depreciation.

STORMWATER RATE STRUCTURE ALTERNATIVES

ISSUE

The City of Oregon City imposes monthly storm drainage charges on properties within the City limits. The City has requested an evaluation to determine whether or not the current rate structure is optimal, given the City's policy objectives.

RATE STRUCTURE ALTERNATIVES

There are a number of potential rate structure alternatives that can be considered for a stormwater utility, several of which are evaluated below. When evaluating these structures, it is important to balance equity and administrative feasibility. For example, if a rate structure is considered to be very equitable but is cost prohibitive to setup and maintain, a less "perfect" approach may be more desirable if it is less costly to administer.

Option 1: Impervious Surface Area / Equivalent Service Unit (Recommended for Consideration)

The most common stormwater rate approach is to charge customers based on impervious surface area, the hard surface area that prevents or impedes the permeation of water into the ground. Impervious surface area is widely accepted as an appropriate measure of a property's contribution of runoff, providing a rational nexus to service received from a stormwater management utility. Given the diversity that exists among non-single-family residential properties, it is common to charge these customers based on actual measured impervious surface area. Because tracking parcel-specific measurements of impervious area for single-family customers would add considerable administrative effort and complexity to the rate structure, the more common practice is to impose a uniform rate on single-family residences based on an estimated average amount of impervious surface area. Though this approach may overcharge smaller residences and undercharge larger residences, it is widely considered to be an acceptable compromise between equity and practicality.

Option 2: Density of Development (City of Oregon City's Existing Rate Structure)

An alternative measurement of runoff contribution involves applying "density factors" to gross parcel size, adjusting charges depending on the percentage of the parcel covered by hard surface. This approach can acknowledge that, for example, 3,000 square feet of impervious area on a 5,000 square foot lot more directly impacts the public system than an equivalent impervious area on a one-acre lot. As with the approach based on impervious surface area, this approach is an appropriate charge basis because it adequately quantifies the relationship between the rate paid and the level of service received.

Option 3: Runoff Coefficients

This approach is similar to the "density of development" approach in that it can be used to adjust a parcel's charge based on its runoff characteristics; however, it is more closely associated with a parcel's physical properties. When applied to lot size, runoff coefficients are generally accepted as a measure of runoff contribution (and service received). Implementing this approach requires

information relating to the basic characteristics of land (e.g., slope and soil type), land use, and lot size. Depending on slope variables and soil characteristics, undeveloped parcels may also be subject to charges under this approach. In measuring runoff contributions by evaluating property-specific characteristics that may impact those contributions, this approach rationally recovers the costs of several aspects of the stormwater utility.

Option 4: Land Use

Alternatively, runoff characteristics can be linked to types of land use. For example, empirical analysis may find that industrial land use has a more significant contribution to water quality problems from surface water runoff than undeveloped land (justifying a proportionately higher industrial rate to equitably recover program costs).

Option 5: Trip Generation

While most rate structure options focus on runoff contribution, a structure based on trip generation relates automobile traffic to non-point-source pollution contributed by properties. The Institute of Transportation Engineers' *Trip Generation* Manual assigns a number of daily trips to specific categories of land use – this information could be used to recover the costs of water quality activities within the surface water management program. Customer land uses and floor area would also be required in order to calculate equitable rates.

CITY OF OREGON CITY'S EXISTING RATE STRUCTURE

The City currently utilizes the Density of Development (Option 2) rate structure, as defined in Oregon City Municipal Code (OCMC) Section 13.16.020. The City's storm drainage rate is a fixed charge per equivalent residential unit (ERU). Each residential account is considered one ERU while ERUs for all non-residential accounts are determined by two factors:

- Area Range Number (ARN): ranges of gross area square footages are used to classify non-residential properties into groups of similar parcel size. For example, parcels with gross areas of one to two thousand five hundred square feet are assigned an area range number of 1. Parcels with gross areas of two thousand five hundred to five thousand square feet have an ARN of 2. These increments continue on so that each additional range of two thousand five hundred square feet is counted as an additional ARN of 1.
- Development Intensity Factor (DIF): this factor is indicative of the land use or assumed impervious coverage of each property.

Table 1 represents the DIFs for each of the existing land uses and zoning to be used in determination of non-residential ERUs.

Table 1. Development Intensity Factors (DIFs)

Nonresidential Land Use or Zoning	Development Intensity Factor
LOC limited office conditional	0.70
LO limited office	0.80
NC neighborhood commercial	0.80
HC historic commercial	0.70
LC limited commercial	0.70
C general commercial	0.90
CBD central business district	0.90
M1 light industrial	0.70
M2 heavy industrial	0.80
Conditional use or nonconforming	Apply a composite runoff factor

The equivalent residential units (ERUs) for a non-residential property are computed by the following formula:

$$\text{ERUs} = \text{ARN} \times \text{DIF}$$

As of January 1, 2020, the City charges \$10.54 per ERU on a monthly basis.

CONSIDERATIONS FOR CITY

Density of Development: Equity Issues at Edges of Non-Residential Area Ranges

While this structure charges more for properties with larger gross square footages with an applied development intensity factor, the structure can perpetuate inequities among customers at the extreme ends of each area range number.

For example, a non-residential property that is 4,900 gross square feet would pay significantly less than a similarly sized property that is 5,100 gross square feet, with the same development intensity factor, even though they have comparable amounts of gross square footage. Meanwhile, a non-residential property that is 7,400 gross square feet would pay the same as a property that is 5,100 gross square feet. Table 2 demonstrates this inequity with three hypothetical non-residential accounts.

Table 2. Inequities for Accounts at Edge of Area Ranges

Gross Parcel Size	ARN	DIF	Monthly Charge	\$ Per Gross Square Foot
4,900 SF	2	0.80	\$16.86	\$.0034
5,100 SF	3	0.80	\$25.30	\$.0050
7,400 SF	3	0.80	\$25.30	\$.0034

Consideration of Other Rate Structures

While the Density of Development rate basis is generally supported and accepted, it is still worthwhile to consider alternatives that might address the equity issues that the Density of Development structure creates. The City could consider a fee structure that administers charges based on actual, **measured impervious surface area** (Option 1) rather than using ranges of gross square footages with a density factor applied. This impervious-based approach is also known as the equivalent service unit, or ESU approach).

The City could also incorporate a **runoff coefficient** (Option 3). This approach would require a relatively extensive data collection effort on the part of the City. It is also less defensible as a fee basis because it incorporates physical land characteristics over which the customer has minimal control.

While administratively simple compared to an impervious-area approach, an approach based on **land use** (Option 4) is typically used only when property-specific data is unavailable.

Trip generation (Option 5), while a supportable means of recovering costs related to water quality, provides little if any advantage over impervious surface area at greater administrative effort and associated cost. A trip generation rate structure should be reserved for communities that primarily deal with water quality issues (more so than water quantity issues).

RECOMMENDATIONS

An ideal fee basis creates a standard of charging that quantifies how the amount of impervious surface area impacts the environment through flooding, changes in water quality, and habitat degradation. Therefore, the fee structure basis should proportionately charge customers their share of the system's cost burden and provide an equitable, defensible means of cost recovery. The City's current rate structure generally meets these criteria by charging more for a higher percentage of assumed impervious surface area to total surface area for non-residential parcels. However, to address previously noted equity issues at the edges of the area ranges, we recommend the City consider implementing an ESU rate structure, which is outlined below. As mentioned earlier in this discussion, the City will need to weigh the increase in equity achieved through a revised rate structure against the cost to compile the needed data and administer the charge.

Equivalent Service Unit Approach (Option 1)

The rate itself is most commonly calculated as a dollar amount per ESU. This rate structure would improve the equity over that of the City’s existing rate structure by charging each non-residential property based on their actual measured impervious surface area.

Non-Residential Properties

The charge basis for all non-residential customer types is generally actual measured impervious surface area, expressed as a number of ESUs (a single ESU representing the average single-family residential customer). In order to implement this rate structure shift the City would need to gather data for measured impervious surface area on all non-residential properties.

As an example, assume that the average single-family parcel has 3,000 impervious square feet. If a commercial parcel had 12,000 impervious square feet, that parcel would be charged for 4 ESUs (12,000 divided by 3,000), as shown in **Figure 1** below.

Single Family Parcels

Rather than compute ESUs for every single-family parcel, as a simplification, it would be possible to group them into rate tiers. For example, single family parcels could be grouped into “Small”, “Medium”, “Large”, and “Measured” impervious footprints. Parcels with comparatively large impervious footprints, the “Measured” tier, would be charged like other developed property – based on the measured amount of impervious surface area. However, implementation of even a hybrid approach would require the same initial data collection to determine tier placement for each property, without significantly improving equity among rate payers.

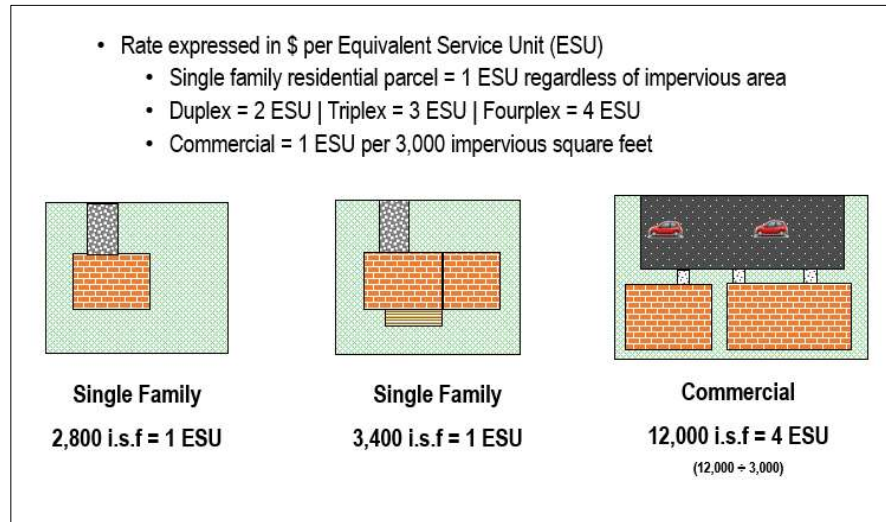
To minimize administrative and data collection costs, it is recommended that the City continue to charge a uniform rate for single family residential customers.

Summary

It is recommended that the City apply the ESU approach for non-residential properties and charge a uniform rate for single family residential customers. The ESU value to be incorporated into the non-residential properties (e.g., 3,000 impervious square feet) would be determined by using an average amount of assumed impervious surface area per developed residential property (based on a relevant sample size within the City). All single-family properties would have the same, flat charge.

It is important to note that the City could compile needed impervious data over a period of time, and schedule the transition to an ESU approach, if desired, for later years.

Figure 1. ESU Rate Structure Example (Assuming 1 ESU = 3,000 impervious square feet)



STORMWATER RATE CREDITS & ADJUSTMENTS

ISSUE

This paper discusses when it may be reasonable (or required) to provide rate credits or adjustments for Stormwater Management utility customers who mitigate their stormwater impacts – and the rational basis for such credits.

EXISTING OREGON CITY RATE CREDITS & ADJUSTMENTS

The City of Oregon City currently grants a couple types of rate credits and adjustments, as outlined in Oregon City Municipal Code (OCMC), Section 13.16.100 *Exemptions, reductions and appeal*. The code language is shown below.

(1) Vacant and unimproved properties.

Vacant and unimproved properties within the city are exempt from the charges in Section 13.16.050;

(2) Stormwater retention.

Any other person seeking an exemption or reduction in the storm drainage fee, or appealing therefrom, may do so pursuant to a demonstration to the city manager or the manager's designee that the public storm drain service does not receive stormwater from property used or occupied by that person. Such demonstration shall include evidence of legal disposal of stormwater to a private retention system, private storm drain system, public water body, or other receiving facility.

RATE CREDIT METHODOLOGY

There are several elements to review when considering the implementation of a credit(s) program:

- “Should the City offer rate credits?” If yes, “How much should the credit(s) be?”
- “Should credits be offered to single family residential properties, or just non-single family properties?”
- “Should credits be given for meeting current development requirements?” Or, “Should rate credits only be given for exceeding current development requirements?”
- “What activities could warrant a rate credit?”

Should the City offer Rate Credits?

When considering if, and how much to charge or credit different types of customers, it is important to remember that a storm drainage rate is a fee for service, not a tax. As such, the level of a customer's charge must somewhat relate to that customer's proportionate share of the utility's costs. Overly “generous” credit policies which provide credits that are not cost-based have the potential to move a utility away from the rational linkage between service delivered and the fee amount, so the utility

should bear in mind the financial ramifications, as well as the equity and legal defensibility of any existing or proposed credits.

How Much Should the Credit(s) Be?

A Stormwater Management utility's service to its customers and the community can be analyzed in two functional categories: controlling and reducing stormwater runoff (i.e., water quantity), and controlling and managing pollutants (i.e., water quality). The broader questions to address in establishing credits are (1) whether a rate payer helps the utility reduce its costs, or to avoid additional costs, by providing certain mitigation measures in these two functional areas, and (2) if yes, how much of a cost savings is provided. Comparatively, properties with on-site mitigation have a reduced effect on the public system compared to similar properties lacking this mitigation. Therefore, it might be argued that to the extent that such facilities reduce costs to the utility, they may warrant a rate credit. In contrast, granting rate credits for on-site activities that do not reduce utility costs simply reduces the amount of resources available for basic services to the remainder of the customer base.

Should Credits be Offered to Single Family Properties, or Just Non-Single Family Properties?

Stormwater Management utilities often exclude single family residential customers from a credit program (if credits are offered at all) due to the administrative burden needed to maintain such a system. The City currently offers credits to residential properties, with qualifying retention facilities. The City may wish to review the administrative time and cost associated with providing credits to all customers, even residential customers.

Should Credits be Given for Simply Meeting Current Development Requirements?

Rate credits may be structured to reward customers who provide mitigation that meets or exceeds current development standards, while offering lesser or no credits for mitigation that does not meet or exceed current development standards. Currently, the OCMC does not offer credits for properties that develop stormwater facilities that meet or exceed development standards.

It could be argued that the cost of meeting current City standards and constructing on-site mitigation should be considered a cost of developing within the service area, with no offsetting credits or assistance, since on-site mitigation only partially neutralizes the impact of developing the property in the first place.

What Activities Could Warrant a Rate Credit?

Once it has been determined if credits will be provided for, and if qualifying applicants must meet and or exceed development standards, the next logical question is, "What activities could warrant a rate credit?" We recommend that the City evaluate the overall amount of revenue forgone by offering credits and compare that to the cumulative cost savings associated with the credit programs. Rate credits for on-site mitigation are not required but are discussed in the following sections.

ACROSS THE INDUSTRY

A review of potential credit approaches reveals a number of alternatives used across the industry.

On-site Retention and / or Detention

Many jurisdictions allow credits for developments that provide on-site retention and or detention facilities as a condition of development, often maintaining such facilities as well.

Low Impact Development, Green Building, and Rainwater Harvesting

Low impact development (LID) best management practices (BMPs), such as rainwater harvesting, permeable pavement, bioretention swales and rain gardens could also be worthy of credits. Other LID BMPs, such as vegetated roofs, may change the effective impervious area of a development or home if properly maintained because they reduce and filter runoff.

Green building techniques include site planning to take greater advantage of natural site features, achieving Leadership in Energy and Environmental Design (LEED) or Built Green certification, planting drought-resistant native landscaping, amending soils with compost, reducing impervious surface area, minimizing site disturbance during development, and previously noted LID features. Implementing these techniques will result in increased natural resource conservation, lower home operating costs, and better stewardship of the City's natural environment. Other than its LID aspects, green building techniques are not strongly linked to a reduction in Stormwater Management utility costs. Aspects that could be directly related to smaller service requirements are the minimization of impervious surface area and improved water quality.

A credit for LID would recognize the fact that effective impervious area can be much smaller than the impervious surface area that is measured from aerial photographs (due to roof rainwater collection systems, permeable paving, vegetated roofs, etc.).

Dedicated Open Space

Developments may incorporate design techniques that concentrate residences or other buildings in a compact area of the development site (lot clustering) and provide open space and natural areas elsewhere, protected by an easement. Such techniques can reduce runoff and mitigate surface water quality issues.

Open space developments have many benefits in comparison to the conventional subdivisions that they replace: they can reduce impervious surface area, surface water pollutants, construction costs, grading, and the loss of natural areas. In addition to the minimization of impervious surface area, the preserved natural areas and tree canopy can significantly mitigate the surface water runoff created by the buildings onsite. Therefore, although affected by the slope characteristics of the property, the preserved portion of the site acts to reduce the effective impervious area of the development and provides a meaningful benefit to the public system when runoff is adequately dispersed.

Rate Penalties

Rate penalties have been considered in other agencies to address private surface water management facilities that are not being properly maintained to City standards. In those locations, it has been concluded that simply offering a rate credit is not effective at encouraging a majority of customers to comply with utility design and maintenance standards.

A basic rationale for a rate penalty may be that when a property does not maintain its on-site infrastructure to a minimum standard, it can create additional inspection, maintenance, and or capital costs that must be borne by the City. If no action is taken to correct deficient infrastructure, that could create a higher risk of localized flooding or water contamination events, which can also create additional costs.

POLICY CHOICES

Rate Credit Framework

Table 1 summarizes the key policy items that City stakeholders should agree on, before revisiting which activities should qualify for a rate credit.

Table 1. General Rate Credit Policy Items for Discussion

Policy Items for Discussion		
1	Should the City offer rate credits?	Should rate credits be offered at all?
2	Should credits be offered to single family properties?	In our experience, rate credits are rarely offered to single family properties due to the administrative burden. The exception would be low-income, senior citizen exemptions.
3	How much should the rate credit(s) be?	Maximum credit (typically expressed as a percentage) should be analytically based, but be simple enough that it is feasible to implement.
4	What level of achievement qualifies for a rate credit?	Are credits offered for meeting regulations? Or only offered for properties that exceed regulations?
5	What activities could warrant a rate credit?	In our experience, rate credits are typically related to one of the following: onsite retention / detention; dedicated open spaces; or occasionally LID.

Qualifying Activities within the Rate Credit Framework

Table 2 summarizes the activities within the service area that the City currently provides credits for. The City should review and consider whether these credit programs align with current Stormwater Management utility goals and priorities.

Table 2. Activities Currently Qualifying for a Rate Credit or Penalty

#	Program	Currently Offered by the City?	Amount of Current Credit
1	Vacant, unimproved properties	Yes	100%
2	Onsite Retention	Yes	100%

RECOMMENDATIONS

Develop Maximum Rate Credit Percentage to Offer for Qualifying Activities

Many of the Stormwater Management utility's costs are essentially "fixed" and do not decrease no matter what services customers provide on-site. As a first step, we recommend that the City determine the portion of program costs which can be reduced by the on-site activities of the customer base. Once an allocation of program revenue requirements between fixed, or "base," program costs, and variable, or "use," program costs has been made, these component shares of the Stormwater Management utility charge can be determined.

The utility will then be able to determine a theoretical maximum credit to be provided for qualifying on-site mitigation. The above recommendations ensure that properties eligible for rate credits would be reducing the average cost of Stormwater Management utility operations, as well as possibly allowing the City to delay capital projects. As a result, the utility would be able to reduce its costs by implementing the recommended credit policies. The maximum credit approach is more easily applied to an ESU-based rate structure (see Issue Paper #2), but could be considered under the City's existing approach as well.

This maximum credit approach could apply to any or some of the following activities, and should not be "stackable":

- Onsite Retention / Detention Facilities;
- Drainage Basis Plans; and
- Water Treatment / Individual NPDES Permit Holders.

An impervious-based approach is philosophically charging for the impact of developed area on increased runoff. As such, it is not consistent with that approach to charge undeveloped land. Vacant developed property should be charged, as it does generate runoff.

A credit approach based on on-site mitigation would not preclude the City from fully exempting low-income, senior customers.

LOS 2: Cash Funded

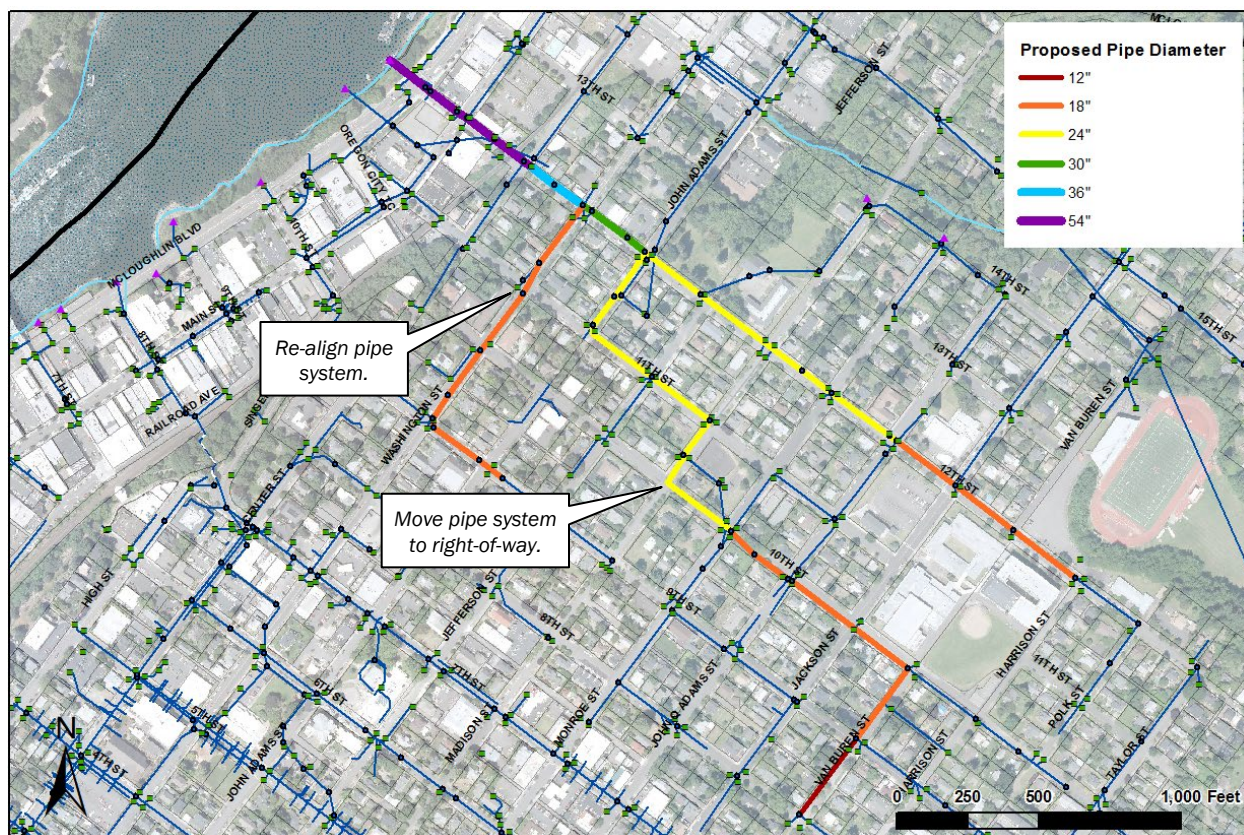
CUSTOMER	EXISTING (May & June 2021)	YEAR 1 (July 2021 -June 2022)	YEAR 2 (July 2022 -June 2023)	YEAR 3 (July 2023 -June 2024)	Monthly Impact Over Years 1-3
	\$10.86	\$12.54	\$14.48	\$16.73	
Pioneer Ridge Apartments (297 DU)	\$3,225	\$3,724	\$4,301	\$4,969	
Monthly Increase		\$499	\$576	\$668	\$1,743
Fred Meyer Shopping Center (270 DU)	\$2,932	\$3,386	\$3,910	\$4,517	
Monthly Increase		\$454	\$524	\$608	\$1,585
Metro Transfer Station (134 DU)	\$1,455	\$1,680	\$1,940	\$2,242	
Monthly Increase		\$225	\$260	\$302	\$787
Living Hope Church (78 DU)	\$847	\$978	\$1,129	\$1,305	
Monthly Increase		\$131	\$151	\$176	\$458
Gardiner Middle School (76 DU)	\$825	\$953	\$1,100	\$1,271	
Monthly Increase		\$128	\$147	\$171	\$446
Post Office (57.6 DU)	\$626	\$722	\$834	\$964	
Monthly Increase		\$97	\$112	\$130	\$338
Providence Willamette Falls II (53 DU)	\$576	\$665	\$767	\$887	
Monthly Increase		\$89	\$103	\$119	\$311
OC Evangelical Church (37.7 DU)	\$409	\$473	\$546	\$631	
Monthly Increase		\$63	\$73	\$85	\$221
Park Place Evangelical Church (16.8 DU)	\$182	\$211	\$243	\$281	
Monthly Increase		\$28	\$33	\$38	\$99
Kimberly Ann Apartments (9 DU)	\$98	\$113	\$130	\$151	
Monthly Increase		\$15	\$17	\$20	\$53

LOS 2: Cash Funded with ARP

CUSTOMER	EXISTING (May & June 2021)	YEAR 1 (July 2021 -June 2022)	YEAR 2 (July 2022 -June 2023)	YEAR 3 (July 2023 -June 2024)	Monthly Impact Over Years 1-3
	\$10.86	\$12.19	\$13.68	\$15.35	
Pioneer Ridge Apartments (297 DU)	\$3,225	\$3,620	\$4,063	\$4,559	
Monthly Increase		\$395	\$443	\$496	\$1,334
Fred Meyer Shopping Center (270 DU)	\$2,932	\$3,291	\$3,694	\$4,145	
Monthly Increase		\$359	\$402	\$451	\$1,212
Metro Transfer Station (134 DU)	\$1,455	\$1,633	\$1,833	\$2,057	
Monthly Increase		\$178	\$200	\$224	\$602
Living Hope Church (78 DU)	\$847	\$951	\$1,067	\$1,197	
Monthly Increase		\$104	\$116	\$130	\$350
Gardiner Middle School (76 DU)	\$825	\$926	\$1,040	\$1,167	
Monthly Increase		\$101	\$113	\$127	\$341
Post Office (57.6 DU)	\$626	\$702	\$788	\$884	
Monthly Increase		\$77	\$86	\$96	\$259
Providence Willamette Falls II (53 DU)	\$576	\$646	\$725	\$814	
Monthly Increase		\$70	\$79	\$89	\$238
OC Evangelical Church (37.7 DU)	\$409	\$460	\$516	\$579	
Monthly Increase		\$50	\$56	\$63	\$169
Park Place Evangelical Church (16.8 DU)	\$182	\$205	\$230	\$258	
Monthly Increase		\$22	\$25	\$28	\$75
Kimberly Ann Apartments (9 DU)	\$98	\$110	\$123	\$138	
Monthly Increase		\$12	\$13	\$15	\$40

Appendix F: CIP Fact Sheets

- CIP 1 John Adams Basin Capacity Improvements
- CIP 2 South End Road Stormwater Improvement
- CIP 3 Division Street Infrastructure Improvements
- CIP 4 Rivercrest Neighborhood Infrastructure Improvements
- CIP 5 Harding Boulevard Sanitary Disconnect
- CIP 6 Pebble Beach Pond Retrofit
- CIP 7 Hiefield Court Culvert Improvements
- CIP 8 The Cove Water Quality Improvements



Project Identifier	CIP 1
Project Name	John Adams Basin Capacity Improvements
Detailed Location	Taylor Street to Main Street between 8 th Street and 12 th Street
Model File	Model FU3_JA2.xp
Objective(s) Addressed	Flood Reduction, Aging Infrastructure

Project Background

The primary problems identified in the John Adams basin are flooding and infrastructure age. Secondary problems include mismatched infrastructure and pipes located in private property. Areas near 9th and Monroe Streets and 8th and Van Buren have reported to have flooding in the past. There are several locations where downstream pipe segments are smaller than upstream pipes leading to surcharging and flooding. Modeling of the storm system revealed significant flooding beginning at the 2-year storm event. Pipe sections are currently undersized and will require replacement to alleviate flooding issues.

In addition, the storm pipes in this basin are among the oldest in the City and well past the expected life. Portions of the stormwater system were previously part of a combined stormwater/sanitary system which will be removed.

Project Description

Upsize drainage system in the John Adams Basin by installing 340 LF of 12-inch pipe, 4,000 LF of 18-inch pipe, 2,300 LF of 24-inch pipe, 240 LF of 30-inch pipe, 300 LF of 36-inch pipe, 130 LF of 48-inch pipe (represented as 54-inch in the figure), and 460 LF of 54-inch pipe. Pipe sizing recommendations are based on providing capacity for 25-year peak flows under full build-out conditions. The project includes the installation of an estimated 40 manhole structures, 21 connections to existing structures and 78 catch basins.

It is suspected that much of this basin does not have private stormwater laterals connected to the existing conveyance system. Stormwater runoff from roof drains may be contributing to the sanitary sewer collection system. Existing private stormwater laterals should be connected to the new stormwater system. Properties without stormwater laterals or downspout disconnection may have a combined lateral (sanitary and storm together) which may be addressed through coordination with the sanitary I/I abatement program. The number and cost for private lateral connection is unknown and therefore is not included in the cost estimate but is recommended as part of the CIP.

Design Considerations

Drainage system installation should be coordinated with roadway reconstruction projects to avoid multiple impacts to the same roadway segments. Detailed topographic survey is needed to conduct final engineering evaluation to determine the appropriate invert elevations and pipe diameters to maintain necessary cover depth in this flat terrain. Investigative work prior to design is necessary to determine appropriate handling of private laterals. Planning level design assumes most proposed structures are located near or at the same location as existing structures.

Comprehensive design effort across all four project phases is suggested to maintain continuity in design.

Phase 1 Planning-level Cost Estimate (Outfall to 12th/John Adams)

Capital Expense Total (including contingency)	\$1,656,000
Engineering and Permitting (40%)	\$663,000
Market Climate (10%)	\$166,000
Construction Administration (15%)	\$248,000
Capital Project Implementation Cost Total*	\$2,733,000

Phase 2 Planning-level Cost Estimate (12th/John Adams to 12th/Harrison)

Capital Expense Total (including contingency)	\$1,271,000
Engineering and Permitting (15%)	\$191,000
Market Climate (10%)	\$127,000
Construction Administration (15%)	\$191,000
Capital Project Implementation Cost Total*	\$1,780,000

Phase 3 Planning-level Cost Estimate (12th/John Adams to 8th/Van Buren)

Capital Expense Total (including contingency)	\$1,928,000
Engineering and Permitting (15%)	\$289,000
Market Climate (10%)	\$193,000
Construction Administration (5%)	\$289,000
Capital Project Implementation Cost Total*	\$2,699,000

Phase 4 Planning-level Cost Estimate (12th/Washington to 9th/John Adams)

Capital Expense Total (including contingency)	\$959,000
Engineering and Permitting (15%)	\$144,000
Market Climate (10%)	\$96,000
Construction Administration (5%)	\$144,000
Capital Project Implementation Cost Total*	\$1,343,000

*Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Project cost does not include property or easement acquisitions.

Additional Project Information

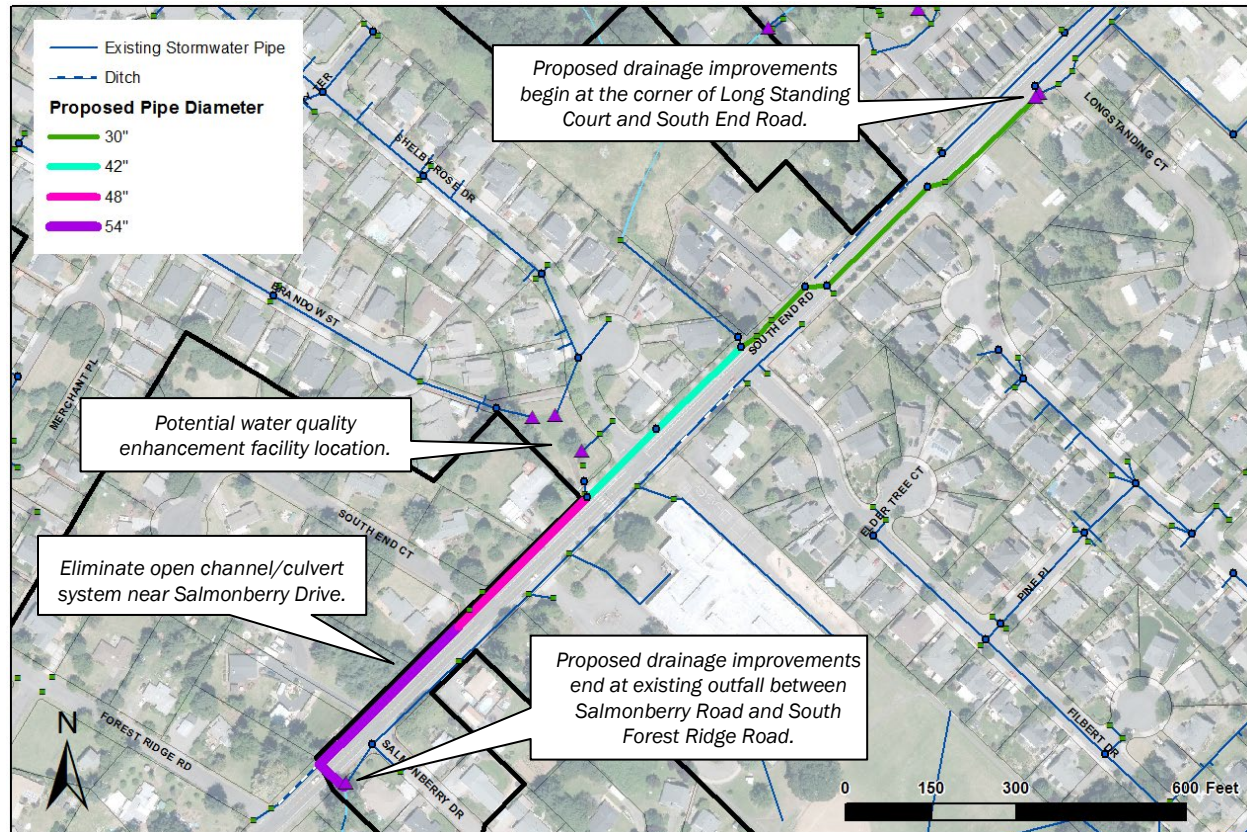
The table below is provided to show the details of the planning level design and estimates for pipe size and invert elevations (this information should be considered planning level only and a formal design and analysis is needed). The table is color coded based on proposed pipe diameter.

Planning Level Infrastructure Data							
Link	Existing Diameter (in)	Proposed Diameter (in)	Proposed Length (ft)	US Node	DS Node	US Invert (ft)	DS Invert (ft)
Phase 1							
804813	12	30	157.0	33520	43469	82.29	72.34
804814	18	30	78.8	33519	33520	92.03	86.51
804815	18	36	124.1	33521	34704_WN_0300	68.67	65.37
806471	18	48	131.0	37118	37139_WN_0100	50.10	45.95
806474	18	54	123.1	37139_WN_0100	37142	45.72	45.03
808623	18	54	41.5	37142	41009	44.93	44.67
808624	18	54	19.1	43300	43301	43.51	43.61
812692	18	54	119.5	41009	43300	44.57	43.61
812695	18	54	158.3	43301	39733	43.51	14.40
812816	18	36	39.8	43469	33521	72.10	68.87
Link54	18	36	132.7	34704_WN_0300	37118	65.33	50.40
Phase 2							
804969	8	24	247.9	33513_JA_0300	33519	115.62	92.23
806396	8	24	444.2	37054	33513_JA_0300	156.65	115.82
806401	8	24	131.5	37059	37054	173.67	156.85
806402	8	24	255.5	37062	37059	199.01	173.87
806406	8	24	30.6	37064	37062	202.22	199.21
Link45	N/A	18	276.4	34692_JA_1300	37087	242.56	238.80
Link46	N/A	18	256.7	37087	33491_JA_0200	238.60	228.79
Link47	N/A	18	259.8	33491_JA_0200	37064	227.98	202.42

Planning Level Infrastructure Data							
Link	Existing Diameter (in)	Proposed Diameter (in)	Proposed Length (ft)	US Node	DS Node	US Invert (ft)	DS Invert (ft)
Phase 3							
800781	18	24	159.3	34313	33514	159.19	152.53
801568	8	12	335.0	33504	33474	257.58	243.99
801573	12	18	15.0	33473	34769	220.25	215.90
804841	12	18	513.2	33475_JA_1000	33473	235.76	220.69
804846	12	18	64.5	33469	33508	185.00	179.71
804848	24	24	150.6	33514	33515	152.33	144.73
804851	18	24	256.1	33515	34191_JA_0100	144.53	116.45
808704	12	18	305.9	33474	33475_JA_1000	243.75	236.34
Link48	12	18	262.9	34769	33469	215.75	185.20
Link49	12	18	225.3	33508	34313	179.51	159.14
Link58	18	24	291.0	34191_JA_0100	34192	116.25	109.60
Link59	12	24	121.6	34192	41014	109.22	101.00
Link60	12	24	192.3	41014	33519	100.71	92.13
Phase 4							
804860	12	18	101.6	33517_WN_0400	33516	178.61	174.95
804861	12	18	211.6	33523	33517_WN_0400	192.64	178.81
804867	12	18	274.3	34311_WN_0500	33523	199.70	192.86
812475	12	18	29.8	36378	34534	163.75	162.54
812477	12	18	198.1	33516	36378	172.70	163.95
812478	12	18	100.6	34534	43051	162.24	159.21
812479	12	18	194.4	43051	43050	159.11	150.99
Link55	12	18	249.5	43050	Node58	150.49	123.22
Link56	12	18	122.1	Node58	Node59	123.02	110.16
Link57	12	18	257.4	Node59	33521	109.96	83.08

Capital Project Fact Sheet

Project Name: South End Road Stormwater Improvement



Project Identifier	CIP 2
Project Name	South End Road Stormwater Improvement
Detailed Location	South End Road between Rose Road and South Forest Ridge Road Structures 33535 to 39582
Model File	Model FU3_SE4.xp
Objective(s) Addressed	Flood Reduction

Project Background

Flooding issues along South End Road were identified during the watershed problem identification workshop and as part of the City asset review. Near Rose Road, the existing pipe system transitions from a 30 Inch pipe down to a 12 Inch pipe, possibly as a prior flow control mechanism. Modeling of the storm system revealed significant flooding, especially in areas where downstream pipe segments were smaller than upstream pipes. Flooding occurs in the open channels when modeled with the 2-year storm event.

Project Description

Replace the existing open channel/culvert system with a closed pipe from Rose Road to the outfall between Salmonberry Drive and South Forest Ridge Road. Upsize and extend the drainage system to convey the 25-year peak flows for full buildout. The project will eliminate the existing open channel/culvert system near Salmonberry Drive.

Planning level design assumes proposed structures will be placed in the same locations as the existing manholes, spaced no more than 400 feet apart. The project includes installation of 800 LF of 30 inch pipe, 380 LF of 42 inch pipe, 325 LF of 48 inch pipe, and 400 LF of 54 inch pipe. The project includes 7 manhole structures, 2 are proposed and 5 existing manholes will be utilized. The project also assumes installation of 7 catch basins with a total of 140 feet of 12-inch connecting laterals to accommodate future road widening.

Capital Project Fact Sheet

Project Name: South End Road Stormwater Improvement

Design Considerations

South End Road is identified as an area for future roadway improvements. The drainage system installation should be planned as part of roadway reconstruction project or drainage system design should account for future roadway widths and curb/sidewalk locations. Detailed topographic survey is needed to conduct final engineering evaluation to determine the appropriate invert elevations and pipe diameters to maintain necessary cover depth in this flat terrain.

The downstream open channel, south of South End Road will require a capacity assessment prior to upsizing. Due to the existing undersized pipe system, the open channel is currently not experiencing peak flows and may need additional stabilization to manage peak flows.

This project has also been identified as a possible location for a water quality enhancement facility, which has been included in the cost estimate as a lump sum item. The enhancement could include an upgrade to the tract adjacent to South End Road or the installation of dispersed facilities along the roadway alignment.

Planning-level Cost Estimate

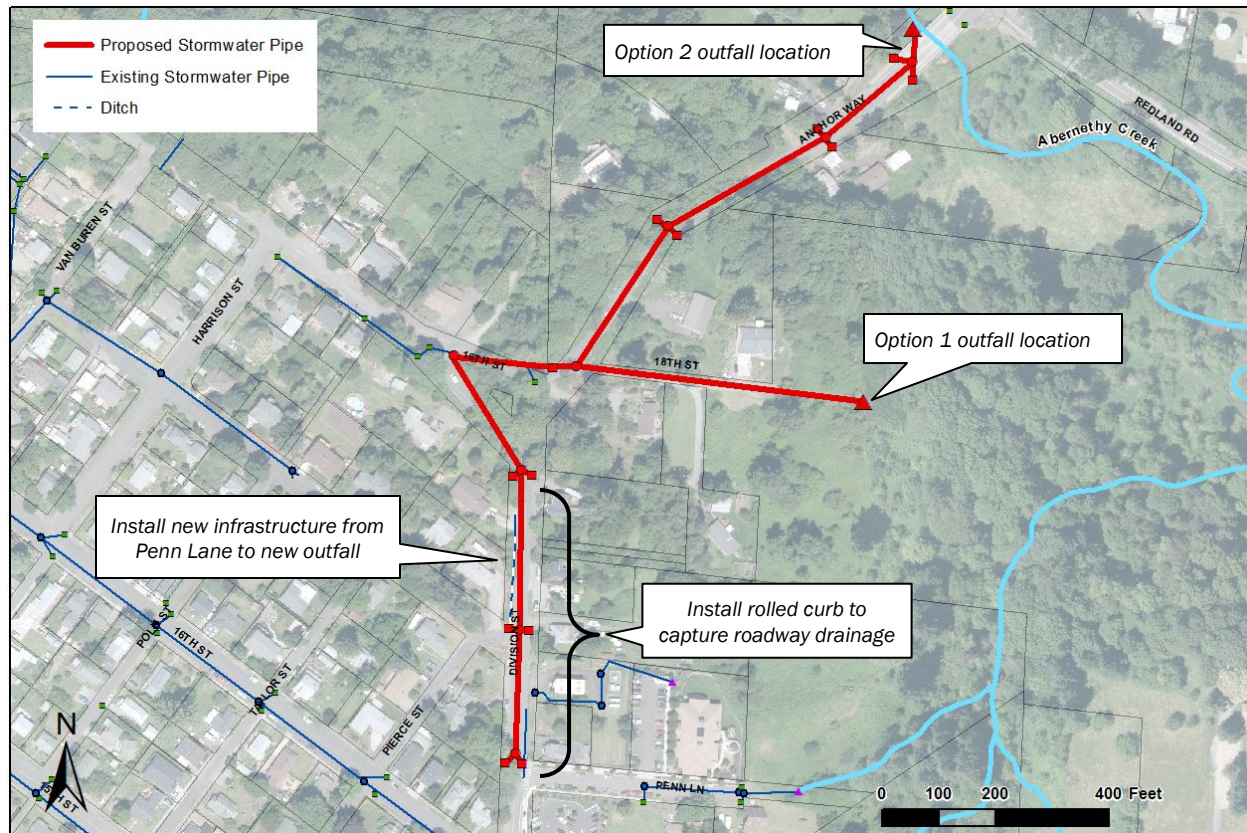
Capital Expense Total (including contingency)	\$2,292,000
Engineering and Permitting (15%)	\$344,000
Market Climate (10%)	\$229,000
Construction Administration (15%)	\$344,000
Capital Project Implementation Cost Total*	\$3,209,000

* Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Project cost does not include property or easement acquisitions.

Additional Project Information

The table below is provided to show the details of the planning level design and estimates for pipe size and invert elevations (this information should be considered planning level only and a formal design and analysis is needed).

Planning Level Infrastructure Data							
Link	Existing Diameter (in)	Proposed Diameter (in)	Proposed Length (ft)	US Node	DS Node	US Invert (ft)	DS Invert (ft)
800101	Open Channel	30	220	38963	30628	450.92	449.2
800102	Open Channel	30	60	40224	28962	448.92	448.12
800823	30	30	250	33801	33800	446.64	440.73
800824	18	30	35	30628	33801	448.12	446.74
801783	12	30	40	33800	42854	440.52	439.65
802787	18	30	35	38962	38963	449.2	448.92
Link31	12	30	160	42854	34365_SE_1100	439.45	435.74
Link41	54	42	380	34365_SE_1100	34761_SE_0900	434.74	431.57
Link42	48	48	325	34761_SE_0900	38973_SE_0800	431.07	428.38
Link43	Open Channel	54	340	38973_SE_0800	Node75	427.88	426.16
Link44	36	54	60	Node75	Node76	425.95	425.66



Project Identifier	CIP 3
Project Name	Division Street Infrastructure Improvements
Detailed Location	Division Street from Penn Lane to S Anchor Way
Model Connection	N/A
Objective(s) Addressed	Insufficient Infrastructure

Project Background

The City has identified insufficient infrastructure along Division Street near Penn Lane. Roadway drainage is currently managed through a series of ditches and culverts routing flow northward down Division Street, Anchor Way and 18th Street. Roadways occasionally experience flooding.

Project Description

The proposed project would pipe runoff from Division, Anchor Way and the associated catchments to one of two potential outfall locations toward Abernethy Creek. Both options include the same proposed infrastructure from Penn Lane downstream to the intersection of 18th Street and Anchor Way.

From the 18th Street and Anchor Way intersection, the Option 1 outfall location routes the storm system east of Anchor Way along 18th Street towards Abernethy Creek. 18th Street is an unimproved easement or existing right-of-way which will enable pipe and outfall to be constructed. Site conditions at the east end of 18th Street appear favorable for an outfall location. With this option, the proposed infrastructure will include the installation of approximately 1400 LF of 12-inch pipe, 7 catch basins with an associated 140 LF of inlet leads, 4 manholes, and an outfall structure. The project will require installation of rolled asphalt curbs along both sides of Division Street from Penn Lane to 18th Street.

The Option 2 outfall location routes the storm system northeast along Anchor Way towards the outfall at Abernethy Creek. In addition to the infrastructure necessary for option 1, this option will require the installation of an additional 500 LF of 12-inch pipe, 6 catch basins with an associated 120 LF of inlet leads, and 3 manholes.

Design Considerations

Option 1 would require slope stability analysis to verify that the proposed outfall would not contribute to hillside erosion. Option 2 is the preferred option because it uses an existing right-of-way alignment. Option 2 could also include improvements to address drainage concerns and pavement condition along Anchor Way.

Only preliminary calculations have been performed to identify conceptual pipe sizing. Design should verify pipe capacity needs, pipe location in right of way, outfall location and limits of rolled curb.

Detailed topographic survey is needed to conduct final engineering evaluation to determine the appropriate invert elevations and pipe diameters to maintain necessary cover depth.

Planning-level Cost Estimate (Option 1 Outfall Location)

Capital Expense Total (including contingency)	\$550,000
Engineering and Permitting (15%)	\$82,000
Market Climate (10%)	\$56,000
Construction Administration (15%)	\$82,000
Capital Project Implementation Cost Total*	\$770,000

Planning-level Cost Estimate (Option 2 Outfall Location)

Capital Expense Total (including contingency)	\$701,000
Engineering and Permitting (15%)	\$105,000
Market Climate (10%)	\$70,000
Construction Administration (15%)	\$105,000
Capital Project Implementation Cost Total*	\$981,000

* Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Does not include property or easement acquisitions.

Additional Project Information

Images of the study area are included below.



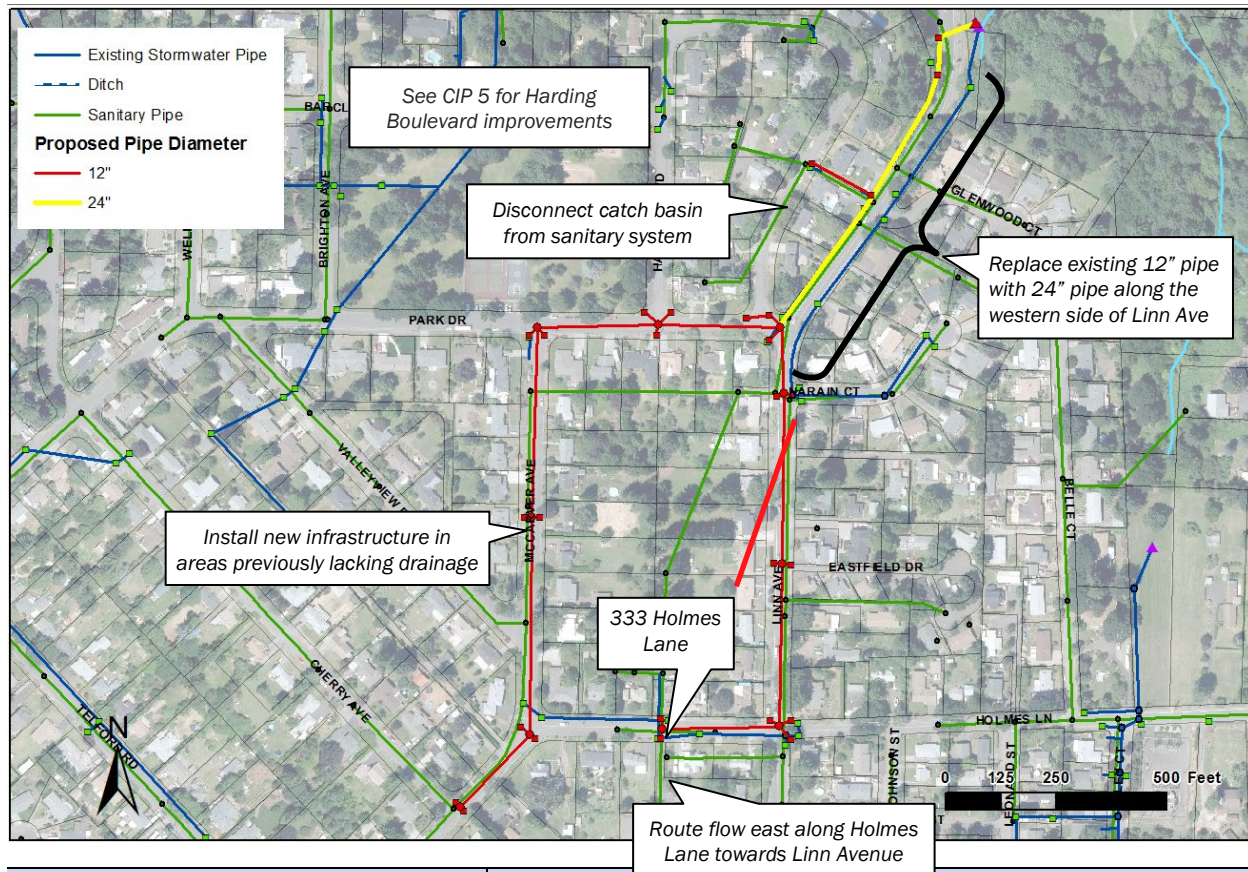
Figure 1: Option 1 outfall location



Figure 2: View from Option 2 outfall location west towards Anchor Way

Capital Project Fact Sheet

Project Name: Rivercrest Neighborhood Infrastructure Improvements



Project Identifier	CIP 4
Project Name	Rivercrest Neighborhood Infrastructure Improvements
Detailed Location	Linn Avenue between Holmes Lane and Park Drive
Model File	N/A
Objective(s) Addressed	Insufficient Infrastructure

Project Background

Portions of the Rivercrest Neighborhood lack a storm drain system. Drainage along Holmes Lane between McCarver and Linn Avenue currently discharges to an open channel near the northwest corner of 333 Holmes Lane. This open channel flows, to the north, through multiple backyards approximately along the existing sanitary sewer line and terminates near the intersection of Linn Ave and Park Drive. Two existing 12-inch stormwater pipes, providing stormwater conveyance along Linn Avenue north of Park Drive do not have capacity for the catchment based on modeling results.

Project Description

New storm infrastructure is proposed along Linn Ave, McCarver Avenue, Holmes Lane and Park Drive. The drainage discharging at 333 Holmes Lane will be rerouted east along Holmes Lane to a structure at the intersection with Linn Avenue where it will flow north towards Park Drive. The existing conveyance line in Linn Avenue will be replaced with a single, larger pipe along the west side of the road which will discharge into Singer Creek. The western side of Linn Avenue is the preferred drainage route because it has the wider roadway shoulder.

In addition, the single catch basin on Harding Blvd will be disconnected from the sanitary sewer and routed south east between the two homes to Linn Avenue.

The project includes 2,800 LF of 12-inch pipe along McCarver Avenue, Park Drive, Holmes Ln, and Linn Avenue and 900 LF of 24-inch pipe on Linn Avenue north of Park Drive. A total of 10 manhole structures will be installed, with the manhole at the intersection of Linn Avenue and Holmes Ln reaching a depth of approximately 15-20 feet. 27 catch basins and 440 feet of 12-inch inlet leads will also be installed.

Design Considerations

Capital Project Fact Sheet**Project Name: Rivercrest Neighborhood Infrastructure Improvements**

Only planning level calculations have been performed to identify conceptual sizing. Detailed topographic survey is needed to conduct final engineering evaluation to determine the appropriate invert elevations and pipe diameters to maintain necessary cover depth in this flat terrain.

Outfall inspections may be necessary for the proposed 24" pipe across Linn Avenue due to the increased flow associated with the additional infrastructure. A more suitable outfall location may be considered if the current proposed location is not stable enough to accommodate the larger peak flows.

Coordination with the SS Master Plan is recommended to avoid utility conflicts and multiple impacts to the same roadway segments.

Planning-level Cost Estimate

Capital Expense Total (including contingency)	\$1,734,000
Engineering and Permitting (15%)	\$260,000
Market Climate (10%)	\$174,000
Construction Administration (15%)	\$260,000
Capital Project Implementation Cost Total*	\$2,428,000

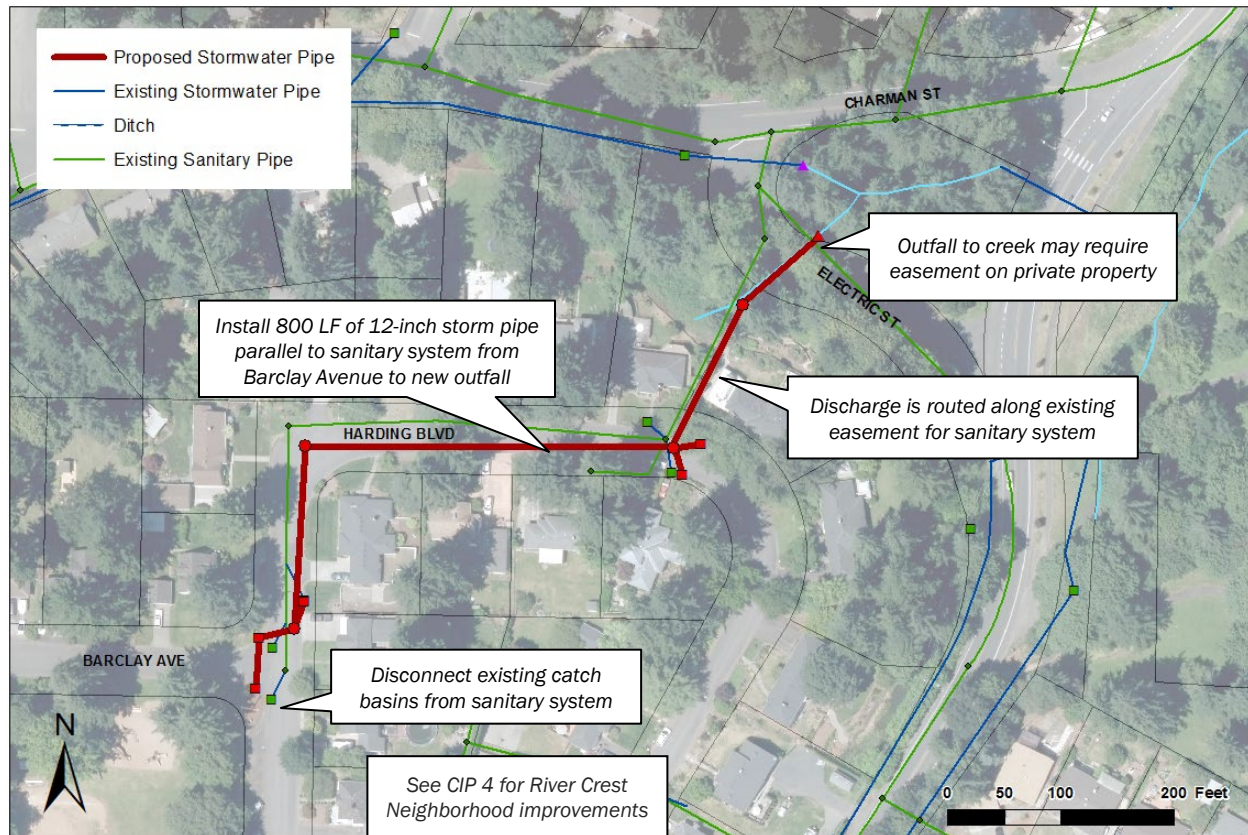
* Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Project cost does not include property or easement acquisitions.

Additional Project Information

Figure 1: Drainage outfall location behind 333 Holmes Lane

Capital Project Fact Sheet

Project Name: Harding Boulevard Sanitary Disconnect



Project Identifier	CIP 5
Project Name	Harding Boulevard Sanitary Disconnect
Detailed Location	Harding Blvd from Barclay Ave to Linn Ave
Model File	N/A
Objective(s) Addressed	Disconnect stormwater from sanitary collection system

Project Background

Five catch basins are currently connected to the sanitary system along Harding Boulevard north of Barclay Avenue. This area has been identified as a contributor to sanitary sewer infiltration and inflow. This area is adjacent to CIP 4, which includes the installation of new stormwater infrastructure in the River Crest Neighborhood.

Project Description

Five catch basins will be disconnected from the sanitary collection system, redirecting roadway runoff and associated drainage to a proposed stormwater conveyance system with an outfall to Singer Creek. 800 LF of 12-inch will be installed parallel to the existing sanitary system. The project will include 4 manholes and assumes installation of 5 inlet structures with a total of 100 LF of 12-inch connecting laterals.

Design Considerations

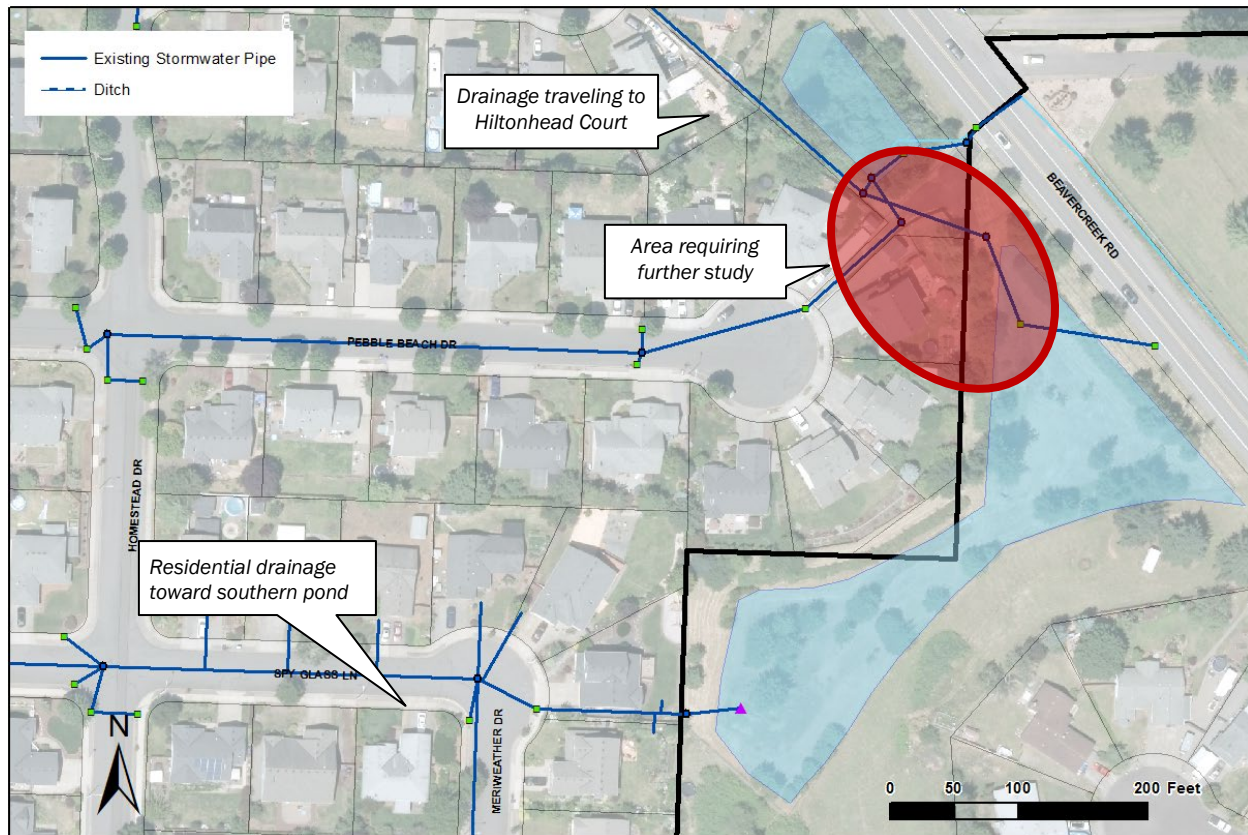
The outfall will discharge to private property at the corner of Electric St and Linn Ave. An easement exists between 170 Harding Blvd and 178 Harding Blvd for the sanitary system which will be used for the new stormwater pipes. However, a new easement may be needed for the outfall at Electric St. A new easement may be necessary for the private property outfall north of Electric Street.

Detailed topographic survey is needed to conduct final engineering evaluation to determine the appropriate invert elevations and pipe diameters to maintain necessary cover depth in this flat terrain. Final design will need to address potential utility conflicts and proposed catch basin locations.

Capital Project Fact Sheet**Project Name: Harding Boulevard Sanitary Disconnect**

Planning-level Cost Estimate	
Capital Expense Total (including contingency)	\$331,000
Engineering and Permitting (15%)	\$50,000
Market Climate (10%)	\$33,000
Construction Administration (15%)	\$50,000
Capital Project Implementation Cost Total*	\$464,000

**Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Does not include property or easement acquisitions.*



Project Identifier	CIP 6
Project Name	Pebble Beach Pond Retrofit
Detailed Location	Near 15083 Pebble Beach Road
Model Connection	N/A
Objective(s) Addressed	Flooding
Project Background	

Two stormwater management ponds are located near Thayer Court, adjacent to Beaver Creek Road. During the watershed problem identification workshop, City staff indicated that the ponds are not working as intended with only one pond filling during storm events. During a site visit in March 2017, the small pond appeared to have a plugged outlet, as the water elevation was high and the emergency overflow was moving water into the outlet structure. The larger pond did not have any standing water and does not appear to provide detention or flow control.

Residential stormwater from the south contributes to the larger pond and from one inlet along Beaver Creek Road. Most Beaver Creek Road runoff contributes to the smaller pond. A portion of residential stormwater from Pebble Beach Drive discharges to the outfall structure of the small pond and therefore receives no treatment via the pond. The two ponds are isolated hydraulically but share a manhole, downstream of each pond, prior to being conveyed northwest toward Hiltonhead Court. Both ponds have deep risers in the emergency overflow structure with an orifice at the bottom.

Project Description

These two ponds could be optimized/retrofit to improve water quality treatment and flow control. The goals of optimization include: better utilization of storage for flow control, increase water quality treatment capacity and improve maintenance access.

Further study is recommended for these ponds to determine the nature of the inputs and existing infrastructure to appropriately inform a design that would increase water quality treatment, reduce flooding, reduce maintenance and provide some flow control by updating the orifice structures.

Design Considerations

There are no design recommendations.

Planning-level Cost Estimate

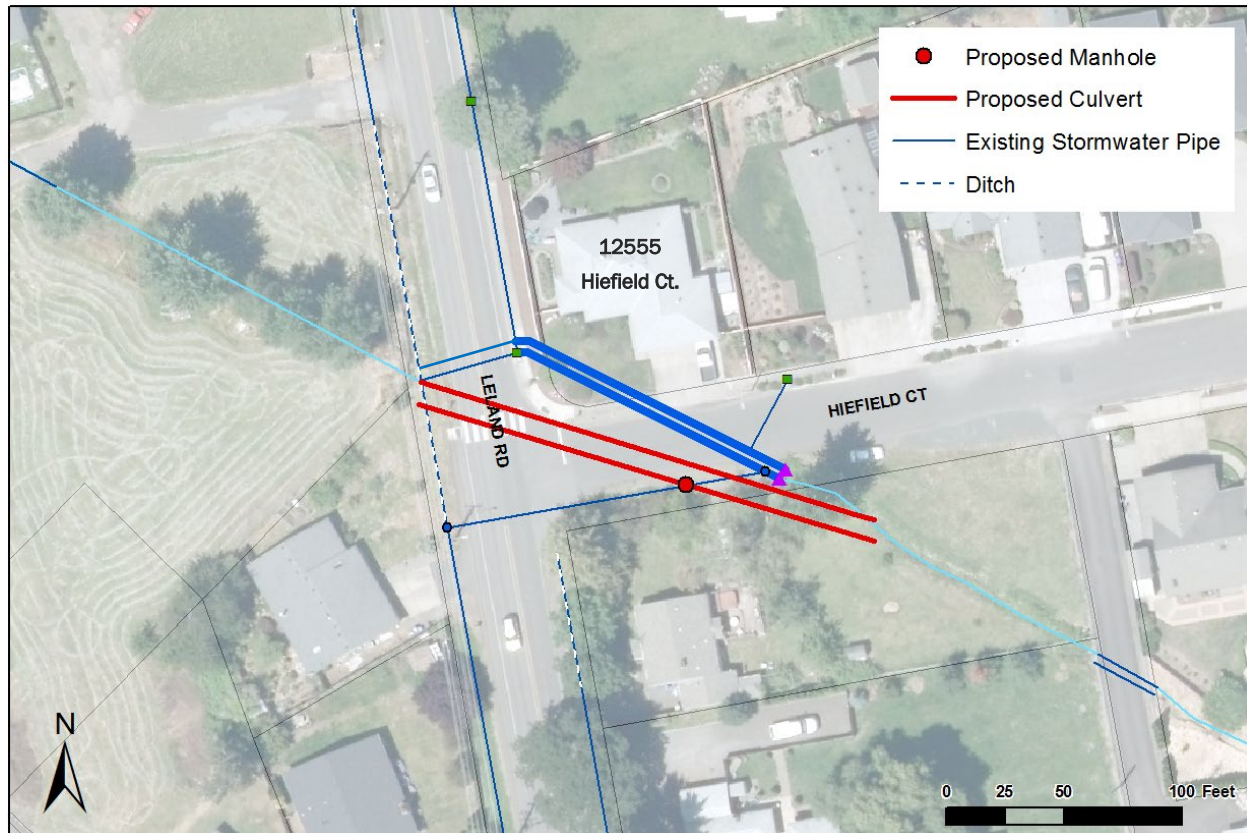
Capital Expense Total (including contingency)	\$460,000
Engineering and Permitting (30%)* *	\$138,000
Market Climate (10%)	\$46,000
Construction Administration (15%)	\$69,000
Capital Project Implementation Cost Total*	\$713,000

* Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Cost does not include property or easement acquisitions.

** Engineering and Permitting is 30% to allow for hydrologic and hydraulic assessment prior to engineering.

Capital Project Fact Sheet

Project Name: Hiefield Court Culvert Improvements



Project Identifier	CIP 7
Project Name	Hiefield Court Culvert Improvements
Detailed Location	Culvert crossing at Hiefield Court and Leland Road
Model File	N/A
Objective(s) Addressed	Localized flooding
Project Background	

The two existing culverts across Hiefield Court and Leland Road are prone to flooding at the inlet along Leland Road. The dual culvert begins on the west side of Leland Road with two 24" pipes. The culverts appear to have very low slope and minimal cover. The north 24" inch drains to a large structure at the east side of Leland Road where the system transitions to 30". The 30" pipe conveys runoff under the corner of the adjacent private lot to the outfall on the south side of Hiefield Court. The south 24" pipe drains to an inlet structure and is parallel to the north line. A 30" pipe exits the inlet structure and parallels the north line to the outlet. Just before the outlet a 24" pipe enters the southern 30" as shown in the figure above.

The inlet of the two 24" culverts is not optimized to reduce inlet losses and the sharp bend in the structure on the east side of Leland Road does not optimize the movement of water downstream. Updating the channel alignment and reducing entrance/structure losses may alleviate the flooding currently occurring along the west side of Leland Road.

Project Description

Potential improvements include:

- Updating the inlet with wing walls to reduce head loss and reworking the pipe alignment such that the channel is in line with the culverts to facilitate the movement of water downstream,
- Adjusting the location of the 24" pipe that connects to the 30" such that the pipe has a separate outfall to the open channel drainage system.
- Replacing existing culverts with upsized culverts as shown in figure above.

The project should include a detailed hydrologic and hydraulic analysis (model) of this culvert system to determine the existing capacity and the optimal configuration and ensure that the proposed design can convey the design event for the contributing catchment.

Capital Project Fact Sheet**Project Name: Hiefield Court Culvert Improvements****Design Considerations**

Any overtopping of the culverts should be directed to Hiefield Court and away from the home at 12555 Hiefield Court. Limited cover over the culvert may be a considerable design constraint.

Planning-level Cost Estimate

Capital Expense Total (including contingency)**	\$460,000
Engineering and Permitting (25%)	\$138,000
Market Climate (10%)	\$46,000
Construction Administration (15%)	\$69,000
Capital Project Implementation Cost Total*	\$713,000

* Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Does not include property or easement acquisitions.

** Cost estimate based on culvert replacement.

Additional Project Information

Images of the study area are included below.



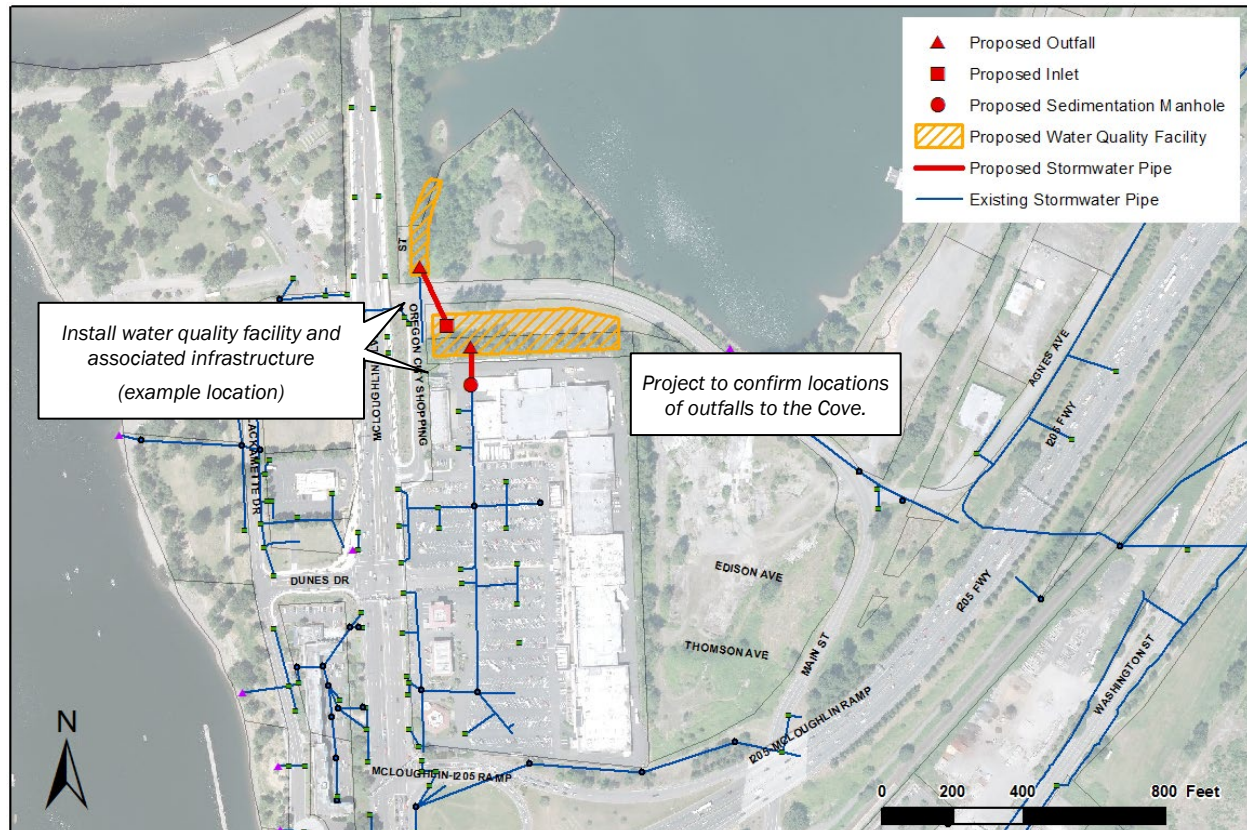
Figure 1: Downstream end of culverts south of Hiefield Court



Figure 2: Inlet of culverts west of Leland Road

Capital Project Fact Sheet

Project Name: The Cove Water Quality Improvements



Project Identifier	CIP 8
Project Name	The Cove Water Quality Improvements
Detailed Location	Linn Avenue between Holmes Lane and Park Drive
Model File	N/A
Objective(s) Addressed	Water Quality

Project Background

Stormwater entering Clackamette Cove is primarily runoff from industrial, commercial and other land use that can generate high pollutant loads. The areas were developed prior to water quality requirements, so the discharge entering the cove is primarily untreated.

Previous studies have identified significant water quality concerns in the cove, including algal blooms. Limited connection to the Clackamas River results in little circulation and turnover which contributes to the water quality concerns.

The area surrounding the cove is of high interest for development and redevelopment, due to the proximity to the rivers and large land parcels. As the surrounding property redevelops, more attention is placed on this water body and its use for recreation and habitat enhancement. Improving water quality from the contributing catchments has become a priority.

Project Description

Water quality treatment of Oregon City Shopping Center, located at the intersection of McLoughlin Blvd and Dunes Dr., will be the primary goal of this project. Treatment may occur along the north sides of the shopping center and/or to the north, across Main Street, prior to the outfall into Clackamette Cove. Preliminary water quality facility sizing, utilizing the BMP sizing tool, for the entire shopping center results in a treatment area of 11,000 square feet.

The water quality area shown in the figure above is not intended to show this size but to provide potential areas for facility placement. Existing onsite drainage infrastructure should be determined prior to formal adoption of where treatment will occur. Treatment of the parking lot drainage will be key to making significant change to the effluent water quality discharging to The Cove, which should be the priority for treatment and rerouting of existing storm infrastructure to the proposed water quality facility.

Capital Project Fact Sheet**Project Name: The Cove Water Quality Improvements****Design Considerations**

The location and depth of existing stormwater infrastructure will be critical to the success of rerouting runoff to a treatment facility. Survey will be required. Wetland delineation and permitting may be needed for the area north of Main St. if wetlands exist in the area identified for a water quality facility.

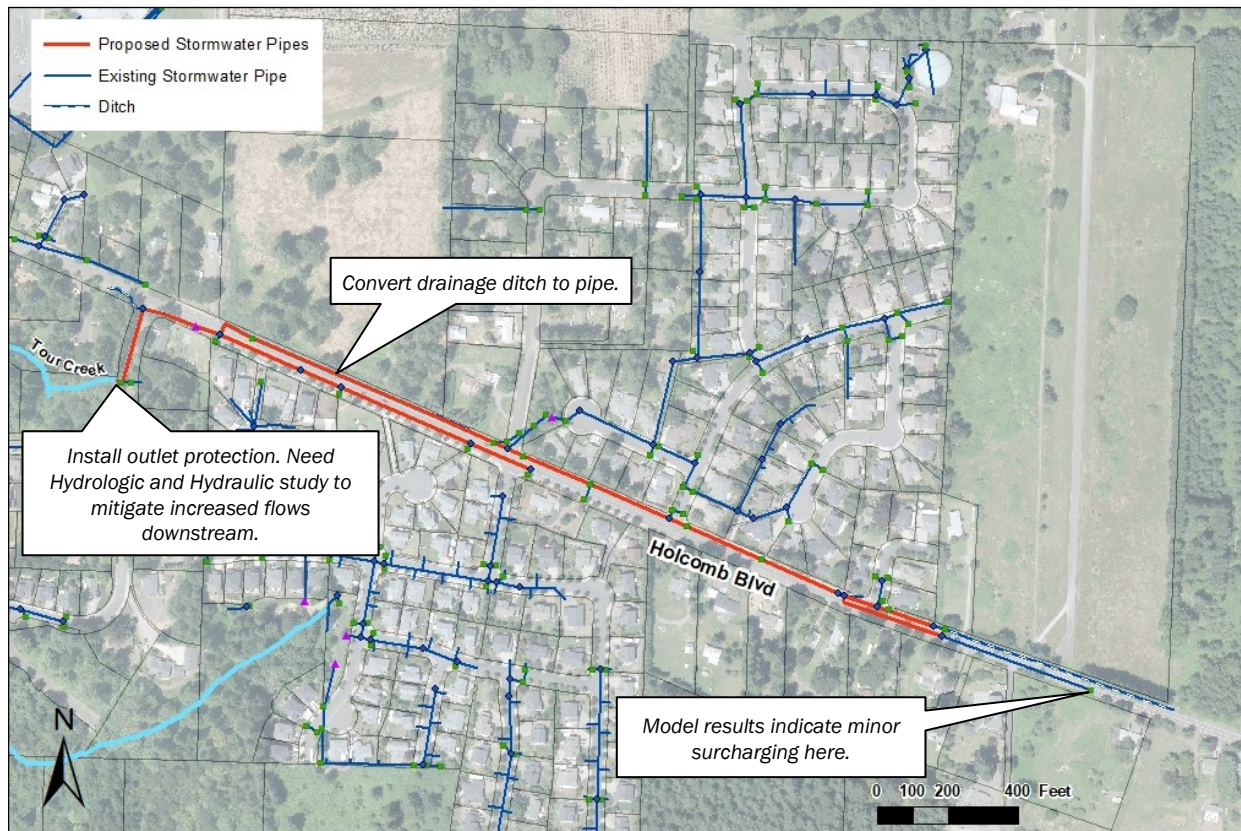
The specific design for the water quality retrofit could include a large regional facility as shown above. Other options include dispersed treatment filters throughout the parking area, a smaller rain garden or planters throughout the contributing drainage basin, or a combination of these. The area shown above is one such concept, developed to establish a cost estimate.

Planning-level Cost Estimate

Capital Expense Total (including contingency)*	\$406,000
Engineering and Permitting (25%)	\$101,000
Market Climate (10%)	\$40,000
Construction Administration (15%)	\$61,000
Capital Project Implementation Cost Total**	\$608,000

*Includes hydrologic & hydraulic modeling and survey. Does not include property or easement acquisitions.

**Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand.



Project Identifier	CIP 9
Project Name	Holcomb Boulevard Capacity Improvements
Detailed Location	Holcomb Blvd from Kittyhawk Ave to Outfall at Tour Creek
Model File	FU3_H01_v2019_25yr.xp
Objective(s) Addressed	Provide conveyance for the 25-year storm event and mitigate for future development

Project Background

Private development at Abernethy Landing recently made stormwater improvements to this stretch of Holcomb, adding a parallel conveyance line tied into the existing drainage system. Hydrologic and Hydraulic analysis of this area has revealed deficiencies in both the recently installed segments, as well as with existing infrastructure to the west. This area has projected future development and potential connections from Park Place Concept area. The Holcomb Boulevard system culminates with discharge to Tour Creek.

Project Description

The project includes the upsizing of approximately 4000 linear feet of pipe, as well as outlet and channel protection for Tour Creek. The new conveyance system will range from 24-inch pipe east of Jada Way and increase to 42-inch pipe at the outlet, as well as upsizing to the drainage line on the south side of Holcomb, from 12- to 15-inches. The project would replace approximately 550 LF of open channel with a closed conveyance system, allowing for future upgrades to Holcomb Boulevard. Portions of the drainage system between Jada Way, and the previously open channel segment are steep (between 4.5 and 12%), causing the upper end of the watershed to drain quickly, but putting added conveyance needs on the lower, flatter, portion of the system.

Design Considerations

Preliminary model results indicate a significant increase to the peak flow to Tour Creek, which warrants further study in order to confirm these results, as well as to provide a basis for mitigating the downstream impacts of the project. Project design should include detailed hydrologic evaluation to predict flow volumes and velocities for the design of outlet/erosion control measures.

Modeling results indicated minor surcharging at most upstream node along south-side main line on Holcomb (see callout) during 25-year event. This segment can be upsized from 15" to 18" to eliminate this surcharging and meet Oregon City design standards for a cost of approximately \$90,000. Final design of system should consider refining pipe size, material, slopes, and depth to find most cost-effective solution to meet design objectives.

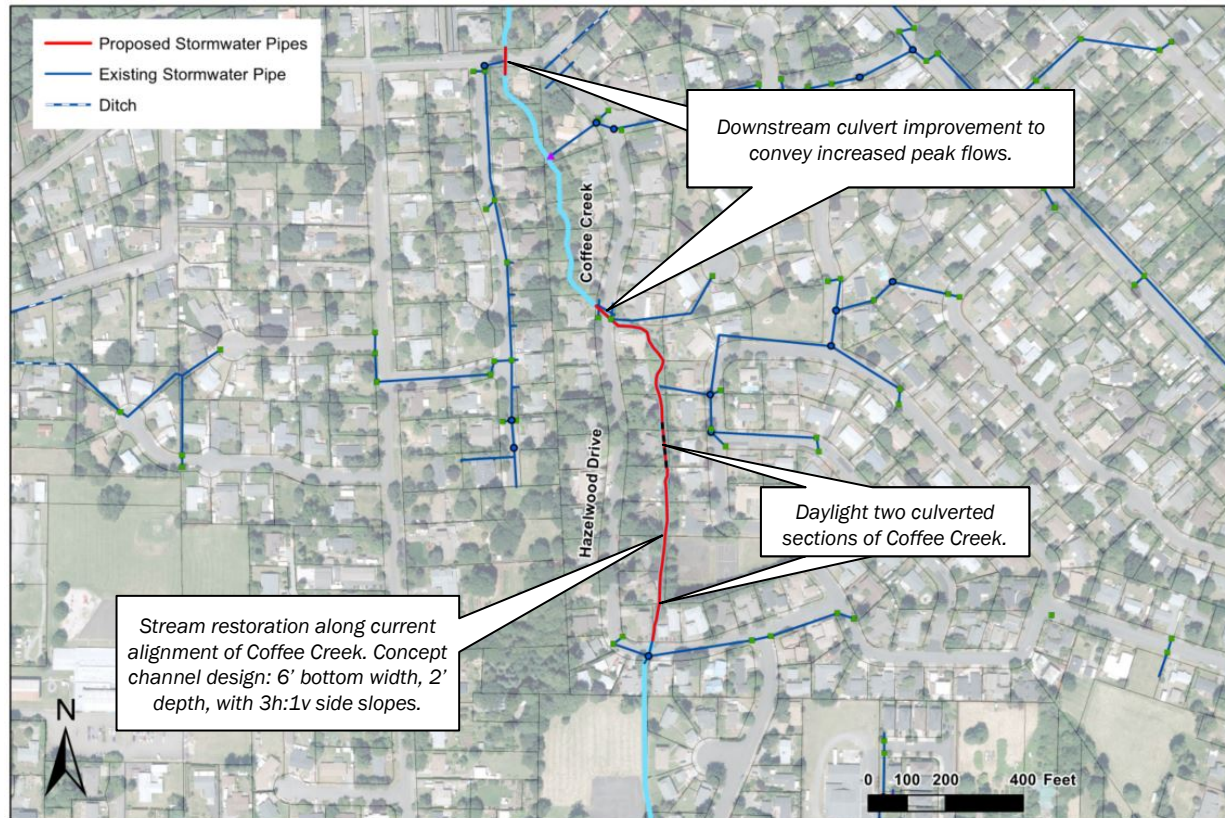
Planning-level Cost Estimate

Capital Expense Total (including contingency)	\$2,781,000
Engineering and Permitting (15%)	\$417,000
Market Climate (10%)	\$278,000
Construction Administration (15%)	\$417,000
Capital Project Implementation Cost Total*	\$3,893,000

**Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Does not include property or easement acquisitions.*

Capital Project Fact Sheet

Project Name: Coffee Creek Capacity Improvements



Project Identifier	CIP 10
Project Name	Coffee Creek Stream Restoration
Detailed Location	Coffee Creek through Hazelwood Drive neighborhood between two Hazelwood Drive culverts.
Model File	FU3_CO1_Alt3_v05.xp
Objective(s) Addressed	Restore stream for improved water quality and stream stability. Provide additional conveyance during larger storm events to mitigate flooding issues on residential properties.

Project Background

Residents in the Hazelwood neighborhood have regularly complained of flooding issues during storm events. Due to prior development around Coffee Creek, the stream is routed through a series of pipes, culverts, and man-made channels of varying size. The existing system is located on private property, and is constricted through culverts twice within this stretch, creating uncertainty around maintenance responsibility and access. The system ranges from 48-inches in diameter at the upstream (southern) culvert crossing Hazelwood Drive, down to 24-inches at some points, causing chokepoints and localized flooding. The existing system has several unique drainage structures that are susceptible to debris accumulation.

In order to provide some relief for residents in this vicinity, the City is proposing a stream restoration project through the existing Coffee Creek alignment to provide additional channel capacity, stabilize the creek, and improve water quality.

Project Description

The project includes the removal of two culverts along the Coffee Creek alignment on private property with a combined length of approximately 120 feet. The preliminary concept design is based on installation of a uniform channel cross section, sized to have a 6 foot bottom width, 2 foot depth, and 3h:1v side slopes. Final design should include adjustments to channel cross section to match individual lot topography and create a varied and meandering channel.

The project includes approximately 870 linear feet of stream restoration, as well as downstream improvements to increase culvert sizes at the Hazelwood and Barker Ave crossings.

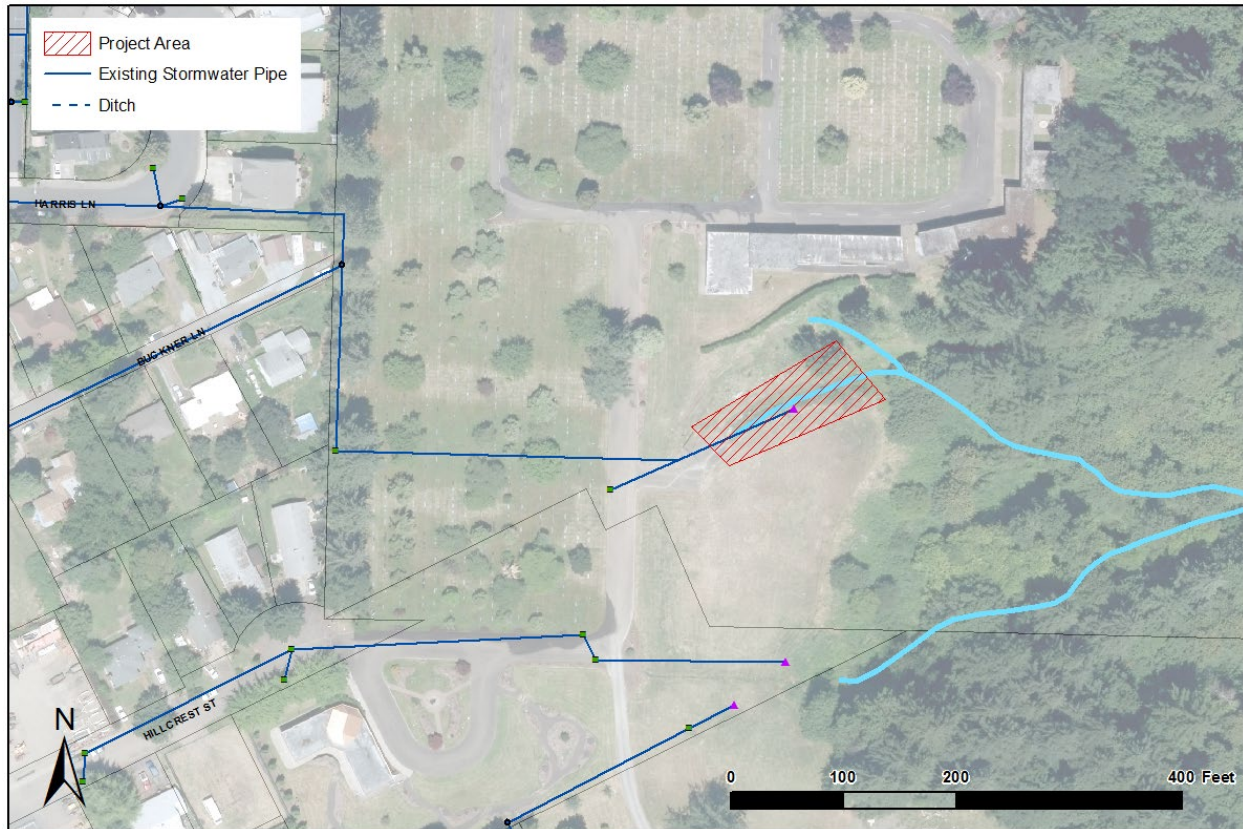
Capital Project Fact Sheet**Project Name: Coffee Creek Capacity Improvements****Design Considerations**

The concept channel designed here is sized to provide conveyance for the 25-year design storm. A complete design is contingent upon survey of the area and space constraints. Buy-in from local residents will be necessary to complete construction on private property. Downstream impacts from an increased peak flow rate will need to be mitigated through upstream green infrastructure, up-sizing of downstream infrastructure, the installation of in-line flood storage, or a combination of these. Previous sanitary system work on Hazelwood Drive should provide valuable information on local geology that may impact construction costs and methods.

Planning-level Cost Estimate

Capital Expense Total (including contingency)	\$783,000
Engineering and Permitting (15%)	\$117,000
Market Climate (10%)	\$79,000
Construction Administration (15%)	\$117,000
Capital Project Implementation Cost Total*	\$1,096,000

**Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Does not include property or easement acquisitions.*



Project Identifier	CIP 11
Project Name	Scattering Canyon Stormwater Improvement
Detailed Location	Mountain View Cemetery (500 Hilda Street)
Model File	N/A
Objective(s) Addressed	Erosion, Infrastructure Needs, Water Quality

Project Background

Scattering Canyon is located along a tributary to Newell Creek in the Mountain View Cemetery property. This area is often a place where ashes are scattered in the creek and is used by family and friends of the deceased. The creek has been experiencing hydromodification in the form of severe incision near the outfall and erosion further downstream resulting in a less than desirable setting. The pipe outfall at the start of the tributary conveys stormwater from roads and residential areas upstream.

Project Description

The project will consist of multiple improvements to Scattering Canyon. The current eroding channel will be modified to provide water quality treatment with 195 LF of 6-inch perforated underdrain pipe in the canyon to enhance water quality treatment. A diversion structure and pollution control manhole will direct water quality flows to the swale and divert high flows to an outfall further downstream via a new stormwater conveyance system consisting of two manholes and 250 LF of 12-inch pipe. Large boulders and vegetation will be placed near the existing outfall to prevent further incision. Multiple boulder check dams or steps will be installed in the swale for flow control to reduce erosive energy and provide a more approachable setting for visitors. The existing dirt road will have some minor regrading and will be paved with geo-grid grass pavers. Native trees and vegetation will also be planted with temporary irrigation as part of this project.

Design Considerations

Only 30% level design has been performed to identify conceptual plans. Detailed topographic survey and hydraulic modeling is needed to conduct final engineering evaluation to determine the appropriate invert elevations and verify pipe diameters to maintain necessary cover and convey the design event for the stormwater system.

Planning-level Cost Estimate

General Requirements	\$60,000
Earthwork	\$170,000
Storm Utilities	\$65,000
Landscaping/Irrigation	\$65,000
Site Furniture	\$19,000
10% Contingency	\$38,000
Capital Project Implementation Cost Total*	\$417,000
Engineering and Permitting (20%)	\$83,000
Construction Administration (5%)	\$21,000
Capital Project Implementation Cost Total*	\$521,000

*Planning level cost estimates estimated in 2019 dollars, rounded to the nearest thousand. Project cost does not include property or easement acquisitions.

Additional Project Information

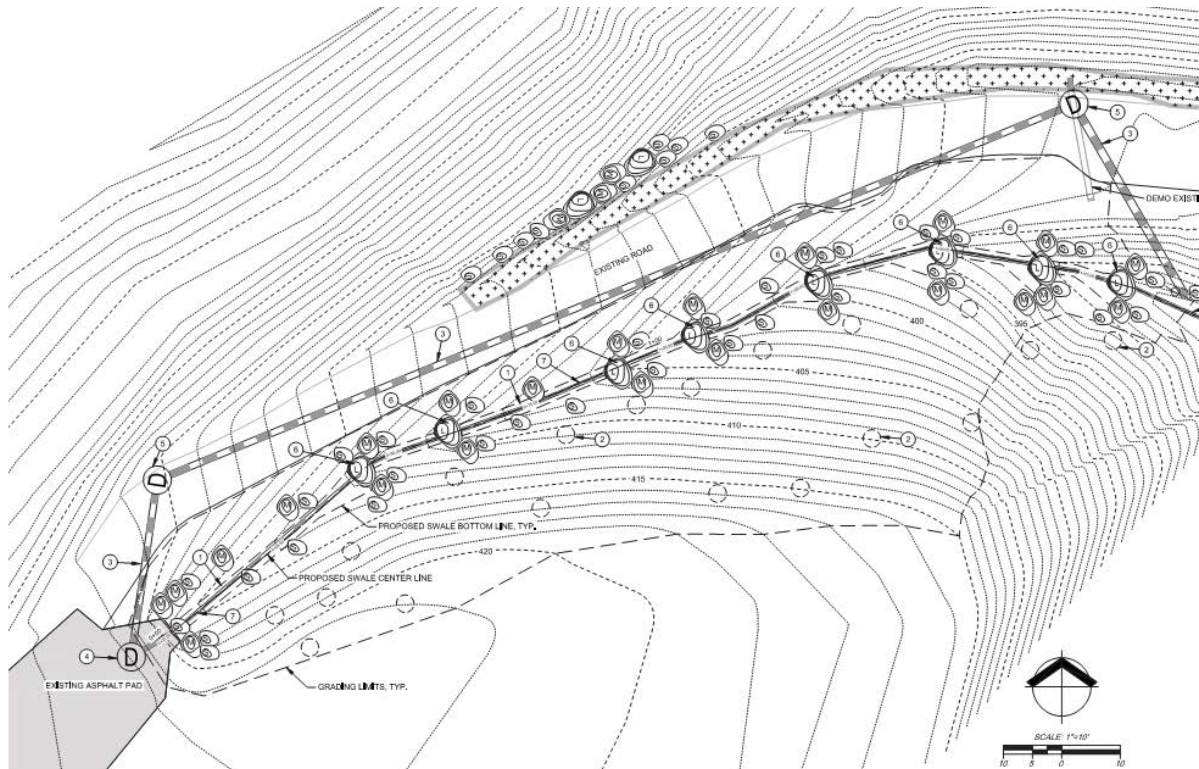
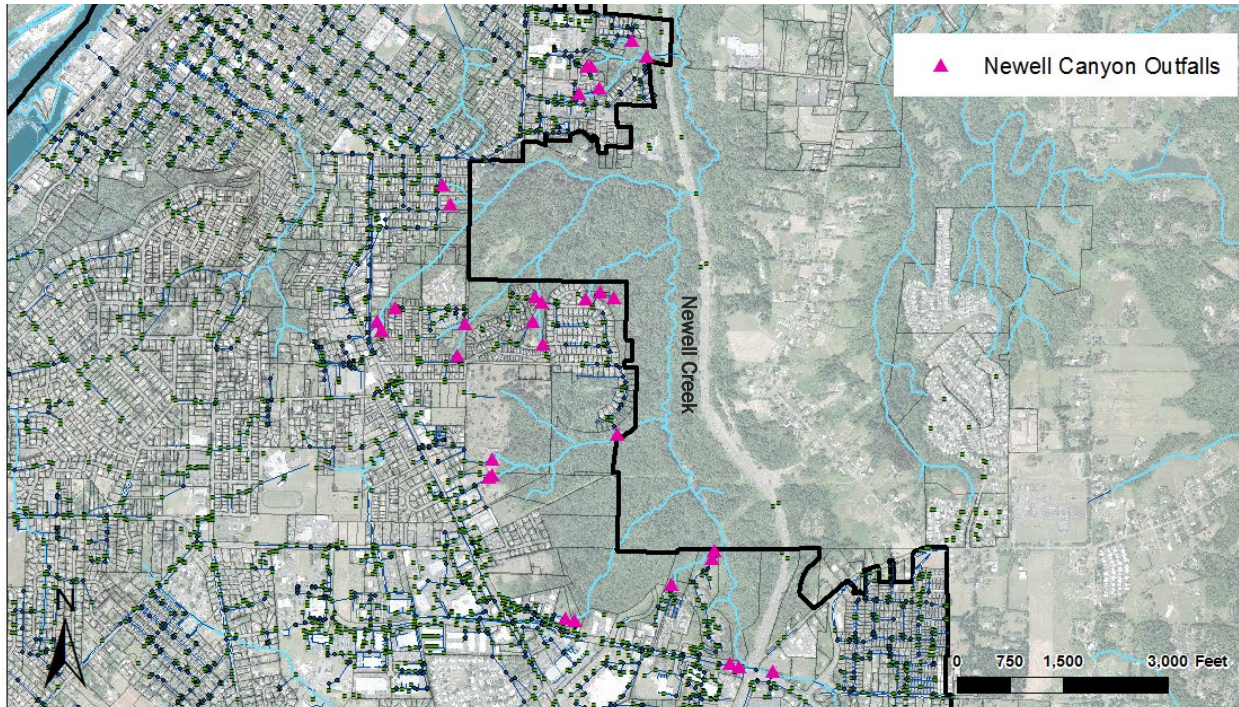


Image 1. Conceptual plan for Scattering Canyon



Project Identifier	CIP 12
Project Name	Newell Canyon Outfall Assessment
Detailed Location	Newell Creek
Model File	N/A
Objective(s) Addressed	Natural Systems, Infrastructure

Project Background

The area around Newell Creek, commonly referred to as Newell Canyon, has several locations where erosion, bank sloughing, and landslides have occurred during and following storm events. The canyon is largely protected from development because of Metro ownership and protection. However, prior development of the drainage area contributing to Newell Canyon has resulted in some degradation of the natural systems.

Newell Canyon has been established as a problem area that is characterized by steep slopes, erodible soils, and numerous stormwater outfalls and small drainage tributaries. The development in this watershed is generally lacks stormwater management facilities. The combination of development without flow control and highly erodible soils has resulted in observed stream incision, erosion at the outfalls, and severely altered stream channels. Newell Canyon hillsides have also experienced sloughing and small landslides, though those problems cannot be attributed solely to stormwater runoff. Newell Creek has some areas of severe downcutting and incision in the upper reaches of the creek but lower reaches of the creek through the base of the canyon seem to be well preserved.

Stream surveys and site visits in 2015 and 2016 by Brown and Caldwell staff documented areas where stormwater outfalls showed noticeable degradation. Outfalls showed visible increases in erosion and degradation over the course of 12 months. There is concern that ongoing degradation may lead to more significant bank and hillside stability problems.

Project Description

Further study is needed to evaluate the stormwater outfalls in the Newell Canyon area. This project includes conducting a widespread outfall assessment to evaluate stormwater outfalls, identify significant problem locations, and develop concept plans to stabilize degrading systems. The assessment should include the following:



CITY OF OREGON CITY

Staff Report

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

To: City Commission **Agenda Date:** 06/16/2021
From: Community Development Director Laura Terway

SUBJECT:

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

STAFF RECOMMENDATION:

Approval of Resolution No. 20-37.

EXECUTIVE SUMMARY:

The Guidelines for Transportation Impact Analyses were last updated in 2005 and the proposed minor changes bring the Guidelines in line with current codes, standards, and practices. No significant changes are proposed.

The Guidelines for Transportation Analyses is used by consultants to assemble the components of a proper traffic study to address transportation impacts created by new development. The Guidelines identify the items which transportation engineers need to analyze to demonstrate that development will minimize traffic impacts, such as crash history, sight distance, intersection configuration, and current automobile congestion levels with other approved development and the proposed. The Guidelines themselves simply identify the data that needs to be collected, not what is done with that data.

The City Commission discussed the proposed changes on December 2, 2020, January 6, 2021, May 19, 2021 and had numerous discussions regarding transportation and infrastructure planning.

BACKGROUND:

The Guidelines for Transportation Analyses is used by developers to identify the information needed within a traffic study. The Guidelines identify the items which transportation engineers need to analyze to demonstrate that development will minimize traffic impacts. The Guidelines themselves simply identify the data that needs to be collected, not what is done with that data.

The studies undertaken by developers' traffic engineers and are submitted to the city as part of the land use application and thus open to the community for review and comment. City staff and transportation engineering consultant review the TIAs and use the results to help develop conditions of approval for the land use action to comply with the criteria in the Municipal Code. No changes to the criteria in the code or the amount of acceptable congestion is proposed.

Site Traffic Impact Study procedures were first approved on December 15, 1990 and replaced by the Guidelines for Transportation Analyses (Resolution 05-30) on November 2, 2005. No significant changes are proposed, and the proposed update would bring the Guidelines in line with current codes, standards, and policies. Staff has proposed to update the Guidelines for Transportation Analyses. The proposed updates include:

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

OPTIONS:

1. Approval of Resolution No. 20-37.
2. Approval of Resolution No. 20-37 with amendments.
3. Deny Resolution No. 20-37 and provide staff further direction.

RESOLUTION NO. 20-37

A RESOLUTION ADOPTING UPDATED GUIDELINES FOR TRANSPORTATION IMPACT ANALYSES

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

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

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

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

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

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

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

Section 2. The effective date for the Guidelines for Transportation Analyses shall be 30 days from the date this Resolution is adopted, signed, and approved.

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

Approved and adopted at a regular meeting of the City Commission held on the 16th day of June 2021.

RACHEL LYLES SMITH,
Mayor

Attested to this 16th day of June 2021:

Approved as to legal sufficiency:

Kattie Riggs, City Recorder

City Attorney

Attachment:
Exhibit A. Guidelines for Transportation Analyses

CITY OF OREGON CITY

GUIDELINES FOR TRANSPORTATION IMPACT ANALYSES



Adopted : NOVEMBER 2, 2005
Revised : JULY 16, 2021

1.0 PURPOSE

1.1 TRANSPORTATION PLANNING AND TRANSPORTATION IMPACT ANALYSES (TIAs)

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

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

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

1. Health and Safety: *Enhance the health and safety of residents*

Ensure that the transportation system maintains and improves individual health and safety by maximizing the comfort and convenience of multi-modal transportation options in the City.

2. Effective and Efficient: *Emphasize effective and efficient management of the transportation system*

Optimize travel capacity and improve travel conditions by better managing residents' travel demands, meeting more daily needs within our own community, making transportation facilities as smart and efficient as possible, and being strategic about transportation investments.

3. Sustainability: *Foster a sustainable transportation system*

Build a transportation system that is environmentally and fiscally sustainable and that focuses on decreasing vehicle emissions and transportation related greenhouse gas emissions.

4. Equitable, Balanced, and Connected: *Provide an equitable, balanced, and connected multi-modal transportation system.*

Provide a complete transportation system throughout Oregon City that provides multi-modal travel options and connects people to jobs, schools, services, recreation, social and cultural institutions within the City.

5. Fundable: *Identify solutions and funding to meet system needs.*

The City will identify transportation investments that can be made with available funding to accommodate community growth.

6. Convenient and Available: *Increase the convenience and availability of pedestrian, bicycle, and transit modes.*

Strengthen the pedestrian and bicycle systems in all areas of the City, and work with local transit providers such as TriMet, Canby Area Transit (CAT), South Clackamas Transportation District (SCTD), etc. to cost-effectively improve coverage and frequency to achieve greater ridership productivity.

7. Prosperity: *Ensure the transportation system supports a prosperous and competitive economy.*

Support a prosperous and competitive economy by preserving and enhancing business opportunities and ensuring the efficient movement of people and goods.

8. Compliant: *Comply with state and regional transportation plan.*

The City will meet the requirements of state and regional transportation plans, such as the Oregon Transportation Planning Rule, the Oregon Highway Plan, the Metro 2035 Regional Transportation Plan (RTP) and the Metro Regional Functional Transportation Plan (RFTP).

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

1.2 THE NEED FOR TRANSPORTATION ANALYSES FOR INDIVIDUAL DEVELOPMENTS

The City's development review process is designed to help the City achieve its goal of managing growth in a

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

1.3 THE LEVEL OF ANALYSIS AND DOCUMENTATION

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

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

2.0 OVERVIEW

2.1 DIFFERENT DOCUMENTATION FOR DIFFERENT DEVELOPMENT PROPOSALS

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

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

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

2.2 CONTENT OF TRANSPORTATION IMPACT ANALYSES GENERALLY

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

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

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

2.3 RESPONSIBILITIES OF THOSE PREPARING TRANSPORTATION ANALYSES GENERALLY

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

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

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

2.4 RESPONSIBILITIES AND AUTHORITY FOR THE CITY

Throughout this document the term “City Engineer” is used as the individual with authority for certain actions and for interpretation of aspects of these guidelines. For the purposes of this document, the term “City Engineer” should be taken to mean the “City Engineer or his/her designee including but not limited to designated staff or City consultant.” The City’s review of the TAL or TIS shall include a Professional Traffic Engineer registered in the State of Oregon or a Professional Engineer registered in the State of Oregon qualified to perform traffic engineering as defined by OAR 820-040-0030.

3.0 TRANSPORTATION IMPACT ANALYSIS DOCUMENTS

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

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

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

3.1 DETERMINING THE REQUIRED LEVEL OF TRANSPORTATION ANALYSIS AND DOCUMENTATION

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

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

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

Examples of common developments generating fewer trips than these threshold levels are: a subdivision

containing 24 or fewer single-family residences, a general office building less than 15,000 square feet, a multi-family building with 42 or fewer units, or any proposed partition.

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

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

4.0 PROCESS AND PROCEDURES

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

4.1 PRE-APPLICATION MEETING

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

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

4.2 ESTABLISHING THE SCOPE OF WORK

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

4.2.1 Potential for Expansion of the Scope of Work

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

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

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

4.2.2 Time Limit on the Scoping Summary

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

4.3 COMPLETENESS REVIEW

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

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

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

4.4 TECHNICAL REVIEW

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

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

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

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

5.0 TRANSPORTATION ANALYSIS LETTER CONTENTS

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

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

The TAL shall include the following:

1. The expected trip generation of the proposed development including the AM peak hour, the PM peak hour, daily traffic, and other germane periods as may be appropriate, together with appropriate documentation and references.
2. Site plan showing the location of all access driveways, private streets, or alleys where they intersect with public streets plus driveways of abutting properties and driveways on the opposite side of the street from the proposed development. Dimensions of driveway spacing as measured at the right of way from edge to edge

of driveway shall be shown and shall meet or exceed the minimum driveway spacing standards.

3. Site plan showing width of all driveways and shall meet Oregon City Driveway Approach Size Standards.
4. Site plan showing that all public roads meet Oregon City's Street Design Standards including alignment, intersection angles, cul-de-sacs, and block standards.
5. Documentation that all new site accesses and/or public street intersections meet AASHTO intersection sight distance guidelines.
6. Preliminary analysis that all new streets comply with traffic sight obstructions in OCMC 10.32.
7. Documentation that there are no inherent safety issues associated with the design and location of the site access driveways.
8. Documentation that the applicant has reviewed the City's TSP and that proposed streets and frontage improvements do or will comply with any applicable standards regarding the functional classification, typical sections, access management, traffic calming and other attributes as appropriate.
9. When required of the development, documentation that no inherent safety issues are associated with the design and location of pedestrian, bicycle, or transit safety.

6.0 TRANSPORTATION IMPACT STUDY (TIS) CONTENTS

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

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

mitigation measures (if necessary).

7. Conclusions and recommendations

8. Appendix- With dividers or tabs

- Traffic count summary sheets.
- Crash analysis summary sheets.
- Existing, Background, and Full Buildout traffic operational analysis worksheets with detail to review capacity calculations.
- Signal, left-turn, and right-turn lane warrant evaluation calculations.
- Intersection analysis – Roundabout vs. Traffic Signal
- Other analysis summary sheets such as queuing.

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

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

7.0 STANDARDS AND PROCEDURES

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

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

7.1 PREPARER QUALIFICATIONS

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

7.2 TIS STUDY AREA

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

vicinity of the site. The following considerations shall form the basis of establishing the study area. The following facilities shall be included in the study area for all TIS's:

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

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

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

7.3 ANALYSIS YEARS TO BE ANALYZED IN THE TIS

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

- **Existing Year**
- **Background** – The conditions in the year in which the proposed land use action will be completed and occupied, but without the expected traffic from the proposed land use action. This analysis should include all in-process developments, or city approved developments that are expected to be fully built out in the proposed land use action horizon year. It should also account for all in-process/planned transportation system improvements.
Note: Depending on funding or project development issues, it may not be appropriate to assume that certain planned transportation system improvements will be in place on opening day. Applicants should contact the City Engineer to confirm appropriate assumptions.
- **Full Buildout** – The background condition plus traffic from the proposed land use action assuming full build-out and occupancy.
- **Phased Years of Completion** – If the project involves construction or occupancy in phases or for master plans, the applicant is expected to assess the expected roadway, intersection, and land use conditions resulting from major development phases. Phased years of analysis will be determined in coordination with City staff.
- **20-Year or TSP Horizon Year** – For master plans, zone changes, and conditional uses, the applicant shall assess the expected future roadway, intersection, and land use conditions resulting from deviations from approved comprehensive planning documents.

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

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

7.4 ANALYSIS PERIODS TO BE ANALYZED IN THE TIS

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

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

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

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

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

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

7.5 APPLICATIONS INVOLVING ZONE CHANGES

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

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

7.6 TRAFFIC COUNT REQUIREMENTS

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

7.7 TRIP GENERATION FOR THE PROPOSED DEVELOPMENT

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

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

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

Special Attention Items

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

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

7.8 TRIP DISTRIBUTION AND ASSIGNMENT

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

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

Special Attention Items

In the case of retail developments, the applicant shall clearly distinguish between pass-by and non-pass-by trips to allow the reviewer to understand how the pass-by trips were accounted for and applied throughout the study

area. The treatment of pass-by trips at the site entrance may be most easily addressed through separate figures depicting the total site trips and the individual pass-by and non-pass-by components.

7.9 INTERSECTION OPERATIONAL STANDARDS

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

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

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

7.9.1 Intersection Level of Service Standards

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

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

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

2. During the second hour, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements. For unsignalized intersections outside of the boundaries of the regional center:
 - a. For unsignalized intersections, during the peak hour, all movements serving more than twenty vehicles shall be maintained at LOS "E" or better. LOS "F" will be tolerated at movements serving no more than twenty vehicles during the peak hour.
- D. For the intersection of OR 213 and Beaver Creek Road, the following mobility standards apply:
 1. During the first, second and third hours, a maximum v/c ratio of 1.00 shall be maintained. Calculation of the maximum v/c ratio will be based on an average annual weekday peak hour.
- E. Until the city adopts new performance measures that identify alternative mobility targets, the city shall exempt proposed development that is permitted, either conditionally, outright, or through detailed development master plan approval, from compliance with the above-referenced mobility standards for the following state-owned facilities:
 - I-205/OR 99E Interchange.

State intersections located within or on the regional center boundaries.

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

7.9.2 Intersection Design Features and Queuing Calculations

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

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

Special Attention Items

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

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

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

7.10 ACCESS SPACING STANDARDS

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

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

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

Exception Process:

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

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

7.11 SIGHT DISTANCE

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

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

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

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

Control Devices (MUTCD).

Special Attention Items

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

7.12 CRASH HISTORY

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

7.13 SAFE ROUTES TO SCHOOL

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

7.14 WARRANTS (TURN LANE, TRAFFIC CONTROL)

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

7.14.1 Traffic Control Warrants

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

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

Special Attention Items

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

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

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

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

7.14.2 Turn Lane Warrants

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

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

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

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

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

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

8.0 COMMON ERRORS AND OMISSIONS

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

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

TRANSPORTATION IMPACT STUDY CHECKLIST

Project Name: _____

City Reference Code: _____

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

BACKGROUND INFORMATION

Yes No _____ Oregon PE Stamp and Signature

INTRODUCTION AND SUMMARY

EXISTING CONDITIONS

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

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

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

IMPACTS

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

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

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

Yes No _____ Signal Warrant Analysis

Yes No _____ Turn Lane Warrant Analysis

Yes No _____ Access Spacing Standards

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

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

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

Yes No _____ Identify accessibility to public transit

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

MITIGATION

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

Yes No _____ Identify possible corrections of any LOS deficiencies

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

Yes No _____ Identify any TDM measures

FIGURES

Yes No _____ Vicinity Map

Yes No _____ Site Plan

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

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

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

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

TABLES

Yes No _____ Intersection Performance Existing Conditions

Yes No _____ Project Trip Generation

Yes No _____ Intersection Level of Service

OTHER

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

Completed By: _____

[SEAL]

Date: _____

CITY OF OREGON CITY

GUIDELINES FOR TRANSPORTATION IMPACT ANALYSES



Adopted : NOVEMBER 2, 2005
Revised : January 6, 2021

1.0 PURPOSE

1.1 TRANSPORTATION PLANNING AND TRANSPORTATION IMPACT ANALYSES (TIAs)

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

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

The City adopted its Transportation System Plan (TSP) in 2001 and was updated on August 16, 2013, outlining a plan to provide a multi-modal transportation system to accommodate expected growth through year 20352040. ~~The Guidelines for Transportation Impact Analyses~~ are consistent with the TSP Goals (summarized below):

1. Health and Safety: Enhance the health and safety of residents

Ensure that the transportation system maintains and improves individual health and safety by maximizing the comfort and convenience of multi-modal transportation options in the City.

2. Effective and Efficient: Emphasize effective and efficient management of the transportation system

Optimize travel capacity and improve travel conditions by better managing residents' travel demands, meeting more daily needs within our own community, making transportation facilities as smart and efficient as possible, and being strategic about transportation investments.

3. Sustainability: Foster a sustainable transportation system

Build a transportation system that is environmentally and fiscally sustainable and that focuses on decreasing vehicle emissions and transportation related greenhouse gas emissions.

4. Equitable, Balanced, and Connected: Provide an equitable, balanced, and connected multi-modal transportation system.

Provide a complete transportation system throughout Oregon City that provides multi-modal travel options and connects people to jobs, schools, services, recreation, social and cultural institutions within the City.

5. Fundable: Identify solutions and funding to meet system needs.

The City will identify transportation investments that can be made with available funding to accommodate community growth.

6. Convenient and Available: Increase the convenience and availability of pedestrian, bicycle, and transit modes.

Strengthen the pedestrian and bicycle systems in all areas of the City, and work with local transit providers such as TriMet, Canby Area Transit (CAT), South Clackamas Transportation District (SCTD), etc. to cost-effectively improve coverage and frequency to achieve greater ridership productivity.

7. Prosperity: Ensure the transportation system supports a prosperous and competitive economy.

Support a prosperous and competitive economy by preserving and enhancing business opportunities and ensuring the efficient movement of people and goods.

8. Compliant: Comply with state and regional transportation plan.

The City will meet the requirements of state and regional transportation plans, such as the Oregon Transportation Planning Rule, the Oregon Highway Plan, the Metro 2035 Regional Transportation Plan (RTP) and the Metro Regional Functional Transportation Plan (RFTP)

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

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

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

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

~~C.~~

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

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

~~proposed zoning district.~~

~~OCMC 16.04.060 specifies that:~~

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

~~OCMC 16.12.010 specifies that:~~

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

1.2 THE NEED FOR TRANSPORTATION ANALYSES FOR INDIVIDUAL DEVELOPMENTS

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

1.3 THE LEVEL OF ANALYSIS AND DOCUMENTATION

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

The City's overriding concern, as stated in Oregon City Municipal Code (OCMC) 17.02.015~~20~~, is "to promote public health, safety, and general welfare through standards and regulations...and to facilitate adequate provision for transportation..." It is the responsibility of the applicant to help the City achieve this goal through the analysis and submittal of appropriate documentation.

2.0 OVERVIEW

2.1 DIFFERENT DOCUMENTATION FOR DIFFERENT DEVELOPMENT PROPOSALS

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

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

depending on the type, location, and size of the development being proposed.

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

2.2 CONTENT OF TRANSPORTATION IMPACT ANALYSES GENERALLY

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

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

2.3 RESPONSIBILITIES OF THOSE PREPARING TRANSPORTATION ANALYSES GENERALLY

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

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

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

2.4 RESPONSIBILITIES AND AUTHORITY FOR THE CITY

Throughout this document the term “City Engineer” is used as the individual with authority for certain actions and for interpretation of aspects of these guidelines. For the purposes of this document, the term “City Engineer” should be taken to mean the “City Engineer or his/her designee including but not limited to designated staff or City consultant.” The City’s review of the TAL or TIS shall include a Professional Traffic Engineer registered in the State of Oregon or a Professional Engineer registered in the State of Oregon qualified to perform traffic engineering as defined by OAR 820-040-0030.

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

3.0 TRANSPORTATION IMPACT ANALYSIS DOCUMENTS

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

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

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

3.1 DETERMINING THE REQUIRED LEVEL OF TRANSPORTATION ANALYSIS AND DOCUMENTATION

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

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

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

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

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

standards are defined in 7.9.1)

B.C.

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

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

4.0 PROCESS AND PROCEDURES

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

4.1 PRE-APPLICATION MEETING

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

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

4.2 ESTABLISHING THE SCOPE OF WORK

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

4.2.1 *Potential for Expansion of the Scope of Work*

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

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

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

4.2.2 Time Limit on the Scoping Summary

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

4.3 COMPLETENESS REVIEW

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

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

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

4.4 TECHNICAL REVIEW

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

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

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

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

5.0 TRANSPORTATION ANALYSIS LETTER CONTENTS

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

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

The TAL shall include the following:

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

6.0 TRANSPORTATION IMPACT STUDY (TIS) CONTENTS

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

- ~~1. Completed TIS checklist signed by the Professional Engineer responsible for the preparation of the TIS.~~
- ~~2.~~ 1. Table of Contents – Listings of all sections, figures, and tables included in the report.
- ~~3.~~ 2. Executive Summary – A summary of key points, findings, conclusions, and recommendations

including a mitigation plan.

~~4.3.~~ Introduction:

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

~~5.4.~~ Existing Conditions:

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

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

- Approved in-process developments and funded transportation improvements in the study area.

- Traffic growth assumptions.
- Addition of traffic from other planned developments.
- Background traffic volumes and operational analysis.

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

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

~~8.7.~~ Conclusions and recommendations

~~9.8.~~ Appendix- With dividers or tabs

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

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

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

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

7.0 STANDARDS AND PROCEDURES

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

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

7.1 PREPARER QUALIFICATIONS

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

7.2 TIS STUDY AREA

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

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

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

- All intersections needed for signal progression analysis.

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

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

7.3 ANALYSIS YEARS TO BE ANALYZED IN THE TIS

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

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

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

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

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

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

7.4 ANALYSIS PERIODS TO BE ANALYZED IN THE TIS

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

The TIS shall address the weekday AM and PM peak hours when the proposed land use action is

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

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

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

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

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

7.5 APPLICATIONS INVOLVING ZONE CHANGES

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

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

7.6 TRAFFIC COUNT REQUIREMENTS

Once the TIS study area and analysis periods have been determined, turning movement counts shall be collected at all study area intersections to determine the base traffic conditions. These turning

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

7.7 TRIP GENERATION FOR THE PROPOSED DEVELOPMENT

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

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

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

Special Attention Items

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

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

7.8 TRIP DISTRIBUTION AND ASSIGNMENT

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

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

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

Special Attention Items

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

7.9 INTERSECTION OPERATIONAL STANDARDS

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

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

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

7.9.1 Intersection Level of Service Standards

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

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

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

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

~~LOS "D" can be exceeded during the AM and PM peak hour; however, during the second hour of each two-hour peak period, LOS "D" or better will be required for the intersection as a whole and no approach operating at worse than LOS "E" and a v/c ratio not higher than 1.0 for the sum of the critical movements.~~

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

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

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

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

1. During the first hour, a maximum v/c ratio of 1.10 shall be maintained. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
2. During the second hour, a maximum v/c ratio of 0.99 shall be maintained at signalized intersections. For signalized intersections, this standard applies to the intersection as a whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.
3. Intersections located on the regional center boundary shall be considered within the regional center.

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

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

whole. For unsignalized intersections, this standard applies to movements on the major street. There is no performance standard for the minor street approaches.

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

1. For signalized intersections:

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

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

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

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

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

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

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

I-205/OR 99E Interchange.

State intersections located within or on the regional center boundaries.

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

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

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

2. Development which does not comply with the mobility standards for the intersections identified in OCMC -16.12.033 -shall provide for the improvements identified in the transportation system plan (TSP) in an effort to improve intersection mobility as necessary to offset the impact caused by development. Where required by other provisions of the code, the applicant shall provide a traffic impact study that includes an assessment of the development's

impact on the intersections identified in this exemption and shall construct the intersection improvements listed in the TSP or required by the code.

7.9.2 Intersection Design Features and Queuing Calculations

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

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

Special Attention Items

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

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

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

7.10 ACCESS SPACING STANDARDS

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

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

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

surface)

Exception Process:

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

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

7.11 SIGHT DISTANCE

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

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

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

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

Special Attention Items

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

7.12 CRASH HISTORY

Within the study area for each TIS, a crash history evaluation shall be conducted for the most recent

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

7.13 SAFE ROUTES TO SCHOOL

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

7.14 WARRANTS (TURN LANE, TRAFFIC CONTROL)

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

7.14.1 Traffic Control Warrants

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

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

Special Attention Items

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

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

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

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

7.14.2 Turn Lane Warrants

The provision of dedicated left- and right-turn lanes on the major approach to an unsignalized intersection can significantly improve operations and safety at an intersection. The provision of a

second lane on minor street approaches at unsignalized intersections can significantly reduce side street delay for right-turning motorists.

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

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

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

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

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

8.0 COMMON ERRORS AND OMISSIONS

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

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

9.0 TIS CHECKLIST

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

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

TRANSPORTATION IMPACT STUDY CHECKLIST

Project Name: _____

City Reference Code: _____

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

BACKGROUND INFORMATION

Yes No _____ Oregon PE Stamp and Signature

INTRODUCTION AND SUMMARY

EXISTING CONDITIONS

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

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

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

IMPACTS

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

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

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

Yes No _____ Signal Warrant Analysis

Yes No _____ Turn Lane Warrant Analysis

Yes No _____ Access Spacing Standards

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

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

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

Yes No _____ Identify accessibility to public transit

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

MITIGATION

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

Yes No _____ Identify possible corrections of any LOS deficiencies

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

Yes No _____ Identify any TDM measures

FIGURES

Yes No _____ Vicinity Map

Yes No _____ Site Plan

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

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

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

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

TABLES

Yes No _____ Intersection Performance Existing Conditions

Yes No _____ Project Trip Generation

Yes No _____ Intersection Level of Service

OTHER

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

Completed By: _____

[SEAL]

Date: _____

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

For City Commission

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

Page Number / Section	Summary	Explanation
Cover Sheet		
Page 1	Added original adoption date and new revision date.	This is a date change to show the most recent version of the guideline
1.1 Transportation Planning and Transportation Impact Analyses		
Page 2	Update TSP Goals to plain language and add specificity.	Allow the goals of the Transportation System Plan which were included as a cross-reference to be more readable.
Page 2	Added the acronym TIA	TIA is the acronym for Traffic Impact Analyses and is a commonly used expression
Page 2	Added a statement about what transportation facilities are defined as.	This summarizes for applicants the entire list of modes of transportation that should be considered.
Page 2	Changed the Transportation System Plan (TSP) Goals. Expected growth from the TSP is through 2035.	Goals changed from 2001 to 2013. Updated the expected growth year.
Page 3	Added a statement on what to do when conflicts occur with other documents. Deleted general potential conflicts with OCMC	Allows OCMC to govern if/when a conflict exists rather than trying to list potential conflicts.
1.3 The Level of Analysis and Documentation		
Page 4	Adjusted reference of code.	Code reference has changed.
2.2 Content of Transportation Impact Analyses Generally		
Page 4-5	Added that the impacts are “multi” modal. Added that mobility standards shall be addressed. Added the TSP projects should be addressed. Added that phasing should be addressed.	These additions were items that have been regularly required by the City’s traffic consultant but were not listed within this document.
2.4 Responsibilities and Authority for the City		
Page 5	Added designated City staff and City consultant as authority persons for review using the document	This reflects current practices.
Page 5	Added that the City’s review of the TAL or TIS shall include a Professional Traffic Engineer registered in the State of Oregon or a	Requires city review of studies to include certification or qualification in transportation engineering.

	Professional Engineer registered in the State of Oregon qualified to perform traffic engineering as defined by OAR 820-040-0030.	
3.0 Transportation Impact Analysis Documents		
Page 5	Added ADUs, lot line adjustments and right of way permits as exempt from completing a Traffic Impact Analysis. Some clarification wording was also added.	The items of exemption have historically been exempted, but were not stated in the document. Cleaned up some wording for clarification.
3.1 Determining the Required Level of Transportation Analysis and Documentation		
Page 6	Changed multi-family review requirement to 42 or fewer units.	This has been changed to be in compliance with industry standards.
Page 6	Changed LOS to Mobility	This change was made to reflect what we now called Level of Service (LOS) standards which is Mobility Standards.
4.3 Completeness Review		
Page 8	Defined that incompleteness will result if no TIS or TAL is received as part of the application. Defined what completeness is.	This is the current process. This was provided for clarification.
5.0 Transportation Analysis Letter Contents		
Page 9	Added that all engineers preparing TALs should be registered in the State of Oregon	Provides clarification
Page 9	Added requirement to show driveway spacing.	Enhances study to capture all possible traffic conflicts and align with City Code
Page 9	Added requirement for driveway width	Enhances study to capture all possible traffic conflicts and align with City Code
Page 9	Added requirement to consider sight obstructions	Enhances study to capture all possible traffic conflicts and align with City Code
Page 9	Added requirement to address safety issues	Enhances study to capture all possible traffic conflicts and align with City Code
6.0 Transportation Impact Study Contents		
Page 9	Removed requirement to use a checklist	Current practice only recommends, does not require
Page 10	Added clarification language to existing conditions criteria	Based on current practice
Page 10	Added a reference of mobility standards to item 6	Mobility standards were added to the code since the creation of this guideline.

Page 11	Add an intersection analysis of roundabout vs. traffic signal	The TSP suggests intersection improvements but analysis has not been completed to determine the best solution for an intersection improvement
7.1 Preparer Qualifications		
Page 12	Required the preparer by a Professional Engineer registered in the State of Oregon	Creates consistency within document
7.2 TIS Study Area		
Page 12	Better defined the study area	Clarified the study area
7.9 Intersection Operational Standards		
Page 17	Clarifies situational standards as well as references the ODOT standard	Provides clarification
7.9.1. Intersection Level of Service Standards		
Pages 17-22	Replaced existing guideline with the most recently adopted Mobility Standards, line for line	Updates the guideline to current standards
7.10 Access Spacing Standards		
Page 23	Changed reference to City Code 16.12	Updates guideline to current reference and standard
7.12 Crash History		
Page 25	Changed crash history data to a four year period from a three year period	Updates to current industry standard
9.0 TIS Checklist		
End of document	Removed requirement to use a checklist	Updates to current practices

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