

City of Wilsonville

City Council Meeting

December 2, 2019



AGENDA

**WILSONVILLE CITY COUNCIL MEETING
DECEMBER 2, 2019
7:30 P.M.**

**CITY HALL
29799 SW TOWN CENTER LOOP EAST
WILSONVILLE, OREGON**

Mayor Tim Knapp

Council President Kristin Akervall
Councilor Charlotte Lehan

Councilor Joann Linville
Councilor Ben West

CITY COUNCIL MISSION STATEMENT

To protect and enhance Wilsonville's livability by providing quality service to ensure a safe, attractive, economically vital community while preserving our natural environment and heritage.

Executive Session is held in the Willamette River Room, City Hall, 2nd Floor

- 5:00 P.M. EXECUTIVE SESSION [20 min.]**
A. Pursuant to: ORS 192.660 (2)(e) Real Property Transactions
ORS 192.660(2)(h) Legal Counsel / Litigation
ORS 192.660(2)(i) Performance Evaluations of Public Officers and Employees
- 5:20 P.M. REVIEW OF AGENDA AND ITEMS ON CONSENT [5 min.]**
- 5:25 P.M. COUNCILORS' CONCERNS [5 min.]**
- 5:30 P.M. PRE-COUNCIL WORK SESSION**
- A. 2019 Solid Waste Collection Rate Report: Findings and Recommended Actions [30 min.]
(Ottenad/Guile Hinman)
 - B. Wilsonville Code (W.C) Chapter 9 Code Administration (Carlson/Guile-Hinman) [30 min.]
 - C. SMART Satisfaction Survey Results (Brashear/Loomis) [15 min.]
 - D. Speed Reader Board (Cazel) [10 min.]
 - E. Residential Sidewalk Repair Program (Cazel) [10 min.]
 - F. Parks Bond Update (McCarty) [15 min.]
 - G. Water Intake Facility (WIF) Commission Representative (Kerber) [10 min.]
- 7:30 P.M. ADJOURN**
-

CITY COUNCIL MEETING

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a regular session to be held, Monday, December 2, 2019 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on November 19, 2019. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered there with except where a time limit for filing has been fixed.

7:30 P.M. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance
- C. Motion to approve the following order of the agenda and to remove items from the consent agenda.

7:35 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS

This is an opportunity for visitors to address the City Council on items *not* on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

7:45 P.M. MAYOR'S BUSINESS

- A. Upcoming Meetings

7:55 P.M. COUNCILOR COMMENTS

- A. Council President Akervall
- B. Councilor Lehan
- C. Councilor West
- D. Councilor Linville

8:05 P.M. CONSENT AGENDA

A. **Resolution No. 2773**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement Contract With OBEC Consulting Engineers For Phase 1 – Preliminary Engineering Services For The I-5 Pedestrian Bridge Project (Capital Improvement Project #4202). (Weigel)

B. **Resolution No. 2774**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Professional Services Agreement With Wallis Engineering, PLLC For Design And Construction Engineering Services For The 2020 Street Maintenance Project (Capital Improvement Project #4104 And #4118). (Weigel)

8:15 P.M. PUBLIC HEARING

A. **Ordinance No. 839**

An Ordinance Of The City Of Wilsonville Repealing And Replacing Wilsonville Code Chapter 9 – Structures; And Declaring An Emergency. (Carlson/Guile-Hinman)

8:30 P.M. CITY MANAGER'S BUSINESS

8:35 P.M. LEGAL BUSINESS

8:40 P.M. ADJOURN

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated.) Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting if required at least 48 hours prior to the meeting. The city will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting: Qualified sign language interpreters for persons with speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503) 570-1506 or cityrecorder@ci.wilsonville.or.us.



CITY COUNCIL STAFF REPORT

Meeting Date: December 2, 2019	Subject: Resolution No. 2775 2019 Solid Waste Collection Rate Report: Findings and Recommended Actions Staff Member: Mark Ottenad, Public/Government Affairs Director and Amanda Guile-Hinman, Assistant City Attorney Department: Administration/Legal	
Action Required	Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date <input type="checkbox"/> Ordinance 1 st Reading Date <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: The 2019 rate review “true-up” conducted based on the Solid Waste Franchise Ordinance No. 814 of 2018 finds opportunity for Council to both introduce new recycling services and reduce temporary recycling surcharge rate.	
Staff Recommendation: N/A		
Recommended Language for Motion: N/A.		
Project / Issue Relates To:		
<input checked="" type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s): Solid Waste Franchise	<input type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Direction to staff on how to address solid-waste rates and/or level of service based on public-opinion surveying, business commentary and the findings of the *Solid Waste Collection Rate Report, Revised November 2019*, for adoption of Resolution No. 2775 scheduled for Dec. 16, 2019.

EXECUTIVE SUMMARY:

The Solid Waste Management and Collection Franchise Agreement with franchisee Republic Services (Ordinance No. 814) requires a service rate “true-up” so that Republic Services’ rates approach the target rate-of-return of ten (10) percent, with an acceptable range of 8%–12%.

On September 5, 2019, the City Council reviewed the initial August 2019 *Solid Waste Collection Rate Report* drafted by the City’s consultant, Chris Bell, CPA, of Bell & Associates, and discussed options for potential new recycling services and/or rate reduction that would return franchisee Republic Services operating margin to the target rate-of-return of 10%, $\pm 2\%$. Council requested additional information on the potential new services, including surveying recycling preferences of members of the community, and clarification of issues such as the standard professional practice regarding income-tax payments as deductible expenses.

Using information on community preferences and results from *2019 Solid Waste Collection Rate Report, Revised November 2019*, City staff members have discussed with Republic Services to produce the following recommended new services with no rate increase and a recycling-surchage rate reduction:

Proposed New Recycling Services: Paid for by existing rate structure with no rate increase

1. **Residential Food-Scraps Collection Program:** Allow food scraps to be collected with yard debris. This would be an on-going, permanent program with an estimated first-year cost of \$21,521 and an estimated start in Q2 2020 (April).
2. **Bulky Waste Pick-up for ADA/Senior Citizens:** Wilsonville residents who have disability or are older would be offered home pick-up of large/bulky waste items free of charge. This would be a limited-duration program with a budget of \$10,000 that estimates 250 pick-ups at an average cost \$40 each, with an estimated start in Q1 2020 (February).
3. **Styrofoam Collection/Recycling:** Republic Services would set up a collection station at its WRI transfer facility for residents and commercial/industrial customers to deposit clean Styrofoam packaging for recycling. As a new program, total demand is uncertain; however, both industrial businesses and residents have indicated high interest. A total of \$10,000 is budgeted with an estimated start date in Q1 2020 (March).
4. **Commercial/Industrial Fluorescent Tubes/Batteries Box Mail-Back Service:** Businesses would be to obtain at no charge for a limited duration “recycling box mail-back” service for 48" fluorescent tubes and batteries. Based on results and feedback to the successful 2017 Wilsonville-Metro Community Enhancement Program project, City staff could determine that greatest demand appears to be for standard 4-foot-long tubes and batteries. A total of \$15,000 is budgeted with an estimated start date in Q1 2020 (March)
5. **Commercial Food-Scraps Collection Program:** City Council adopted Ordinance No. 837 on August 5, 2019 to codify the Metro-mandated commercial food-scraps collection program that commences in Q1 2020 (March) for the largest food-scrap generators (known as Group 1). This new program would be funded through a “blended-rate” structure similar to all other standard, mandated solid-waste collection and recycling services that would include food-scraps collection. By Metro mandate, the program is expected to grow over the next three years to encompass all sizes of businesses that generate food scraps.

Proposed Rate Reduction:

6. **Recycling-Surcharge 50% Rate Reduction:** Analysis shows Republic Services' current recycling revenue is matching the actual costs, and the change in allowable expenses under the new franchise agreement is the main driver for the reduction of this surcharge. Additionally, recycling experts, including Oregon's largest processor of recycle materials—Pioneer Recycling of Clackamas County—report that international and domestic markets for recycled materials are improving after China's 2018 decision to stop accepting most recycled materials; new mill-processing capacity is coming online for paper/cardboard and low-grade plastics, creating new market demand for clean, sorted recyclables. Staff recommendation with Republic Services agreement allows for reducing by half across the board the rate of the recycling-surcharge for residents (\$1.25/month reduction) and businesses (\$0.75/yard reduction). The surcharge modification could start on January 1, 2020.

Note that during the course of conducting the solid waste rate review process, the City discovered that Republic Services erroneously invoiced 'commercial' customers for the recycling surcharge using an incorrect methodology, one adopted by Clackamas County and not City. The total estimated amount to be refunded to Wilsonville businesses is \$161,673.

Other recycling services were considered, including commercial wood-pallet collection and residential battery recycling; however, each of these had problems with implementation that both staff and Republic Services agreed were not recommendable at this time.

Background Information

When the City adopted the new Solid Waste Franchise Agreement with Republic Services ("Franchise Agreement") in May 2018 as Ordinance No. 814, the Franchise Agreement contemplated reviewing Republic Services' service rates after the first year under the new Franchise Agreement. As a result, the City commissioned Chris Bell, CPA, of Bell and Associates, to undertake a financial review of the solid-waste franchisee, Republic Services, operations and make a determination the firm's operating margin, which is to be within the 8%–12% range, with a target of 10%.

The *Solid Waste Collection Rate Report, Revised November 2019*, provides information on:

- Republic Services 2018 actual revenue, expenses and operating margin
- Republic Services 2019 projected revenue, expenses and operating margin
- Recycling costs factors
- System changes in 2020 with projected revenue, expenses and operating margin
- Commercial food scraps collection program, and recommended allocated costs

Results from the review found the following operating margin for Republic Services:

- 2018: 15.1% actual overall operating margin, or 51% greater than target of 10 (±2%) operating margin.
- 2019: 18.5% estimated overall operating margin, or 85% greater than target of 10% (±2%) operating margin (inflated in part by incorrect commercial surcharge).
- 2020: 13.1% estimated overall operating margin, or 31% greater than target of 10% (±2%) operating margin, *assuming status quo with no service/rate modifications*.
- 2020: 10.2% estimated overall operating margin, or 2% greater than target of 10% operating margin but within 8%–12% acceptable range, *assuming implementation of staff recommendation for recycling services and recycling-surcharge rate*.

City staff and the consultant met with representatives of Republic Services on several occasions to obtain information and discuss issues, including meetings to review the results of the draft 2019 *Solid Waste Collection Rate Report*. Originally, staff sought to undertake the rate review by July 1, 2019; however, turn-over in the Chief Financial Officer/Controller position at Republic Services prevented City's consultant from timely obtaining key data upon which to base the rate review, coupled with staff conducting public-opinion survey and researching current and prior recycling data. Staff also note that franchisee has failed to timely turn-in any of the reports called for by the Franchise Agreement.

Community Feedback on Recycling Preferences: Business Needs and *Let's Talk Wilsonville* Survey

Staff recommendation for these specific new recycling services is based on several empirical sources of information: Business feedback in 2017 and 2019 and community online survey in 2019.

The City worked in 2017 with Republic Services and Clackamas County Sustainability Division to implement a Wilsonville-Metro Community Enhancement Program project, entitled *Wilsonville Fluorescent Mercury-Lamp Recycling Project*. In just two months, the lamp project committed 111 recycling mail-back boxes for fluorescent lamps of varying types to 25 separate commercial organizations in Wilsonville. During contact with program participants, approximately 50% of the businesses asked if battery-recycling mail-back buckets were also available and suggested that they should be.

In April 2019, Clackamas County Sustainability Division organized a meeting of two dozen of Wilsonville's largest industrial employers hosted by high-tech manufacturer DW Fritz. During reporting-out by sub-groups, the two most commonly identified recycling needs not being well met currently was for Styrofoam packaging and broken wood pallets. In recent discussions with Republic Services, setting up a Styrofoam collection recycling station at the WRI waste-transfer facility was feasible. However, dealing with large amounts of potentially contaminated, broken wood pallets presented liability, safety and logistical issues that would take considerable time and expense to deal with.

During a month-long period from mid-September to mid-October 2019, staff used the new online community survey application *Let's Talk Wilsonville* at www.letstalkwilsonville.com to gauge public interest in

various proposed options. Promotion of the survey in news releases, on social media and in the October 2019 *Boones Ferry Messenger* resulted in marked increase in the number of community members who registered on the site, demonstrating keen public interest in the topic of recycling.

Results of <i>Let's Talk, Wilsonville!</i> Online Survey Report for Waste/Recycling Service Enhancements, October 2019			
Proposed Recycling Service	Priority (1=Highest)	Variation-Average	Variation-Median
Residential Food Waste Program	2.2	1.36	1.22
Styrofoam Collection/Recycling	2.23	1.34	1.21
Free Bulky Waste Pick-up for ADA/Seniors	2.69	1.11	1
Fluorescent Tubes Collection/Recycling	3.43	0.87	0.78
Wood Pallet Collection/Recycling	4.44	0.68	0.61
Average	3.00	1	
Median	2.69		1

Results of the survey showed that residents were very interested in a Residential Food Waste Program and Styrofoam Collection/Recycling somewhat less interested in Free Bulky Waste Pick-up for ADA/Seniors; and showed that Fluorescent Tubes Collection/ Recycling and Wood Pallet Collection/Recycling had the lowest preference. Given that most survey-takers are residents, it is logical that the purely business recycling options would have lower general public interest. The biggest surprise was the higher than expected level of interest in Styrofoam recycling by residents, which when combined with strong business-expressed interest in Styrofoam recycling, made this an easy call as a desirable new service by all segments of the community.

Prevalence or Not for Income-Tax Payments as Deductible Expense

At the September 15 work session, Council requested additional information on an issue raised by Republic Services regarding jurisdictions that do or do not allow income taxes as a deductible expense in setting solid-waste rates. A survey by staff found one city in the Portland metro area that allows income taxes as a deductible expense.

Republic Services indicates that the old City franchise agreement provided for state and federal income taxes as an allowable expense that added approximately four percent to expenses. The new franchise agreement, which is modeled on standard modern franchise agreements, does not allow state and federal income taxes as an allowable expense. Republic Services does not contest the exclusion of the state and federal income taxes since the exclusion is contained in the Franchise Agreement, but rather Republic Services provides this information to inform Council for part of the reason why the operating margin is higher than the 8%-12% range.

Survey of Portland Metro-Area Jurisdictions that Do or Do Not Allow Income Taxes as a Deductible Expense for Solid-Waste Rate Setting	
Jurisdiction	Allow / Not Allow
City of Beaverton	Not Allow
City of Gresham	Not Allow
City of Hillsboro *	Not Allow
City of Lake Oswego *	Not Allow
City of Portland	Not Allow
City of Sherwood	Not Allow
City of Tigard	Not Allow
City of Troutdale	Not Allow
City of Tualatin	Allow
City of Wilsonville	Not Allow
Clackamas County, Rural and Urban areas	Not Allow
Washington County, Rural and Urban areas	Not Allow

* Republic Services indicates that the franchise agreements for these cities do not preclude the inclusion of state and federal income taxes as allowable expenses, but staff at these cities who oversee solid-waste rate-setting indicated to City staff that these cities do not allow the inclusion of state and federal income taxes in service rate calculations.

EXPECTED RESULTS:

Council provides staff with direction if the recommendation for new recycling services and reduction of the recycling surcharge is an acceptable method to reduce the rate-of-return to the target-operating margin that complies with the Solid Waste Franchise Agreement.

TIMELINE:

Adoption of the rate-review findings now sets the stage for new services or lower rates that could commence on or after January 1, 2020. See pages 2-3 for estimated dates of implementation for new recycling services.

CURRENT YEAR BUDGET IMPACTS:

Using the old solid-waste franchise model that required an annual franchise fee payment, Republic Services pre-paid a portion of 2018 and 2019 franchise fees; the Finance Department has accounted for the refund of the 2019 overpayment (\$145K) in the FY 2018/19 financials, resulting in a material impact on reported solid waste franchise fee revenue for the year.

Starting on January 1, 2020, the franchise fee paid to the City increases from three percent (3%) to the standard franchise fee of five percent (5%), resulting in an increase of \$147,320 annually, or estimated at \$73,660 for half a year (FY 19/20).

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 11/27/2019

LEGAL REVIEW / COMMENT:

Reviewed by: ARGH Date: 11/26/2019

CURRENT YEAR BUDGET IMPACTS:

N/A

COMMUNITY INVOLVEMENT PROCESS:

City staff undertook a month's-long public survey via *Let's Talk Wilsonville!* seeking feedback on the priorities of various recycling options and soliciting suggestions for new recycling services. Adoption of the Solid-Waste Franchise Ordinance in 2018 followed standard City public outreach practices; the 2019 rate review is a by-product of the new solid-waste franchise ordinance. City received feedback from businesses via the 2017 *Wilsonville Fluorescent Mercury-Lamp Recycling Project* and the April 2019 Clackamas County Sustainability Division meeting with Wilsonville industrial employers.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The community benefits by requiring Republic Services to stay within the profit margin negotiated, thereby limiting rate increases and/or increasing services offered.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

Proposed staff recommendation provides community with new recycling services without a rate increase and actually provides a "rate decrease" by cutting in half the recycling surcharge.

ATTACHMENTS:

- A. *2019 Solid Waste Collection Rate Report, Revised November 2019*, by Bell & Associates.
- B. *Let's Talk, Wilsonville! Survey Report for Waste/Recycling Service Enhancements*, City Manager's Office, October 2019.
- C. "Recycling Isn't Broken," excerpts from presentation at Association of Oregon Recyclers Fall 2019 Conference by Dave Claugus, Vice President, Pioneer Recycling Services, LLC.



City of Wilsonville

Solid Waste Collection Rate Report

Bell & Associates, Inc.

Revised November 2019

City of Wilsonville



Solid Waste Collection Rate Report

Revised November 2019

Bell & Associates, Inc.

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Background of Solid Waste Review

The City of Wilsonville (City) contracted with Bell & Associates, a consulting firm with expertise in solid waste collection operations, to provide the City with solid waste and recycling consulting services. In March 2019, solid waste franchisee Republic Services (Republic) submitted its annual detailed cost reports to the City for the calendar year 2018. Due to staffing changes that included a transition in controllers, additional effort and meetings were needed to acquire the data needed to conduct the review.

Annual Cost Report

Collection of waste and recycling within Wilsonville is accomplished under an exclusive franchise agreement between Republic and the City. The annual report provides line-item costs and revenues associated with providing service within the City as well as combined line item totals for their non-Wilsonville operations. The format of the report provides the capacity to calculate the cost of service for each line of business (cart, container, and drop box). Cart collection is primarily residential customers, whereas business customers are serviced with a container. Reported results were analyzed and the following tasks were completed:

- a. Analyze reported route collection hours to the reported customer counts for each line of business.
- b. Using a predictive test of revenue for each line of business, ensure the reported revenues are reasonable for the number of reported customers.
- c. By thoroughly reviewing the reported direct cost line items, determine if the expense is reasonable in relation to the customer and operational data entered from the detailed cost report.
- d. Utilize a predictive test of disposal to determine if the reported disposal expense is reasonable.
- e. Using the reported administrative line items, determine if the expense is reasonable in relation to the operational data entered from the detailed cost report.
- f. Review the costs between the City and Republic's other franchised collection operations to determine if the allocations are reasonable.

Report adjustments were made to the submission by Republic from the application of the tasks above that reduced the reported costs and increased the profitability of services provided to Wilsonville customers.

Adjusted Report for 2018

Table 1 details the return for each collection service provided within the Wilsonville franchise collection system.

Table 1: Adjusted 2018 Wilsonville Results

Cost Component	Roll Cart	Container	Drop Box	Composite
Revenues	1,929,273	2,689,503	2,430,916	7,049,692
Allowable Costs for Rates	1,693,762	2,212,371	2,076,861	5,982,994
Franchise Income	235,511	477,132	354,055	1,066,698
Margin (Income / Revenue)	12.2%	17.7%	14.6%	15.1%

Projected Results for 2019

The report submitted by Republic was for the calendar year 2018; however, changes to the rates typically occur 6 to 12 months in the future. Additionally, changes to rates in 2018 are not fully realized in the submitted report. Therefore, an estimate of the expected results for 2019 is completed to provide the City with information to make an informed decision.

Projected revenues for the 2019 calendar year were calculated on the recycling surcharge and the two, 3.25% rate increases that were effective in July and October 2018 for residential, commercial, and drop box service.

The line item expenses from 2018 were adjusted to project the results for 2019 using assumptions based on contractual obligations such as the labor agreement between Republic and the union drivers, administrative wages, health insurance, recycling processing, fuel, and estimated inflation. Table 2 summarizes the inflation assumptions.

Expense	Change
Driver Wage	2.72%
Administrative Wage	2.50%
Health Insurance	5.00%
Fuel	-9.69%
Inflation	2.81%
Recycling Processing	13.1%

Year-to-Year Comparison of Expenses

Projected increases from the recycling surcharges and the July and October 2018 rate increases combined with estimated line item costs for the current year are summarized in Table 3.

Table 3: Adjusted Results

Report Table	2018 Adjusted	2019 Projected	\$ ▲	% ▲
Collection Revenue	\$6,870,679	\$7,453,895	\$583,216	8.5%
Recycling Revenue	\$179,013	\$92,542	\$(86,471)	-48.3%
Total Revenue	\$7,049,692	\$7,546,437	\$496,745	7.0%
SW and Yard Debris Disposal	\$2,763,746	\$2,810,123	\$46,377	1.7%
Recycling Processing	\$355,826	\$402,377	\$46,551	13.1%
Labor, Health Ins, & Taxes	\$1,014,559	\$1,046,272	\$31,713	3.1%
Truck, Fuel, and Repairs	\$712,789	\$712,544	\$(245)	0.0%
Equipment and Containers	\$99,597	\$99,964	\$367	0.4%
Franchise Fees	\$203,643	\$229,632	\$25,989	12.8%
Other Expense / Food Waste	\$183,532	\$185,988	\$2,456	1.3%
Management & Administration	\$661,650	\$673,356	\$11,706	1.8%
Less: Unallowable Costs	\$(12,348)	\$(12,348)	\$0	0%
Total Expense	\$5,982,994	\$6,147,764	\$164,770	2.8%
Income (Revenue – Expense)	\$1,066,698	\$1,398,529	\$331,831	31.1%
Margin (Income / Total Revenue)	15.1%	18.5%		3.4%

Recycling Costs

The revenue or cost of processing collected recycling in Wilsonville has three costs: transfer, processing, and material value. Collected materials from Wilsonville are consolidated at Willamette Resources and transported to Pioneer Recycling in Clackamas. Pioneer will sort the materials and sells them to end-users. The average cost to sort the material ranges from \$80 to \$120 per ton. The value of the material sorted offsets the processing cost. When the value of the material declines, the cost of processing increases and is passed back to the franchised haulers within the Portland area.

The value of collected recyclable material declined in 2019 compared to 2018 as the volume of materials seeking domestic markets continued to increase. The value of mixed paper, which is approximately 40% of the residential mix, has been negative over the last two years. But the value of cardboard, which is the second-largest material volume by weight, has experienced a decrease in value by over 50% from last year. Other materials have decreased in value, which is the primary reason the cost of recycling has increased when compared to the prior year.

Temporary Recycling Surcharge

Revenue generated from the residential customers of \$2.50 per month has generated \$148,114 over the last year whereas the commercial container surcharge has generated \$209,004. The combined surcharge amounts total \$357,118. The amount of revenue generated from the commercial surcharge appears to have been greater than approved by City Council because the per yard surcharge was applied to all collected yards. The surcharge approved by City Council was simply the customer's SW container size multiplied by \$1.50. The following figure is Attachment C from the May 7, 2018 Council Agenda.

Figure 1: Attachment C – Commercial Surcharge Rates

Container Size	Number of Customers with Container Size	Percentage of Customers with Container Size	Recycling Surcharge (\$1.50 per yard)
35 gallon	40	5.5%	\$1.50
60 gallon	293	40.6%	\$1.50
90 gallon	88	12.2%	\$1.50
2 yard	49	6.8%	\$3.00
3 yard	17	2.4%	\$4.50
4 yard	131	18.1%	\$6.00
6 yard	39	5.4%	\$8.00
8 yard	65	9%	\$12.00

Commercial customer counts from the 2018 cost report multiplied by their respective container size should generate \$47,331 annually, but the reported commercial surcharge revenue amount is 4.42 times higher (\$209,004 / \$47,331). The surcharge from the above example on an 8 yard container is only \$12, but the customer was invoiced \$51.96 (8 yards x \$1.50 x 4.33 pickups per month). The 4.33 pickups per month are calculated by dividing 52 weeks by 12 months. Customers were charged \$1.50 for each collected yard, which is why the cost is almost 4.33 times higher than amounts from the figure above.

The increase in commercial revenue using the method approved by City Council would have increased commercial revenue by an estimated 4.5% in 2019; however, the current method previously discussed increased commercial revenue by 11.2%. If the overcharges are refunded to the customers, commercial revenue should decrease by \$161,673 in the current year, which would decrease the overall margin to 16.8%. See **Attachment A** for the detailed projected results.

Prospective System Changes in 2020

Direct and indirect expenses were calculated to increase by 3% and 2% respectively in 2020 while revenue was left unchanged from 2019. The City has increased the franchise fee from 3% to 5% of gross revenue effective January 1, 2020. This change will increase the fees paid to the City by approximately \$150,000 compared to the current year. The expected performance in 2020 is estimated to be 13.09% (**Attachment B**); therefore, a rate adjustment should be enacted by the City to recalibrate the margin to 10% to be in compliance with Article VIII, section 3 of the City's Solid Waste Ordinance. Direct expenses.

City Council could adjust the rate to 10% by a combination of a rate decrease and an increase of additional services provided by Republic. Additional services include the commercial food waste program, a residential food waste program, a walk-in bulky waste collection for senior and disabled residents, and a commercial Styrofoam / florescent light recycling program. The estimated costs of these new programs are summarized in Table 4.

Table 4: Estimated Impact of Increased Franchise Fees and New Programs in 2020

New Program Costs	Program Amount
Commercial Food Waste Costs	\$7,752
Residential Food Waste Program	\$21,521
Bulky Waste Collection for Senior Citizens	\$10,000
Commercial Styrofoam / Florescent Light	\$25,000
Total New Program Costs	\$64,273

Because the additional services only reduce the margin by 0.7%, from 13.1% to 12.2%, a reduction in the recycling surcharge for commercial and residential service should be implemented effective January 1, 2020. An additional decrease will also be required for drop box service to lower the margin to 10%.

Reducing the residential recycling surcharge from \$2.50 per customer per month to \$0.75 will reduce the margin from 15.95% to 10.00%. Correcting the commercial surcharge will reduce the commercial margin from 11.65% to 10.46%. Reducing the drop box haul fee by \$10 per haul will reduce the margin from 12.26% to 10.19%. **Attachment C** details the change in margin by line of business as well as the expected composite results based on implementing the new programs cited above and reducing by half the temporary recycling surcharge.

Commercial Food Waste Collection Costs and Rate Alternatives

The Clackamas County Recycling Education and Outreach office has estimated the number of customers within Wilsonville that would qualify for the Metro food waste collection program by phase.

Table 5: Estimated Food Waste Program Participants in Wilsonville

Totals	Year of Implementation	Customers
Phase 1 (1,000 lbs. food waste weekly)	2020	21
Phase 2 (500 lbs. food waste weekly)	2021	30
Phase 3 (250 lbs. food waste weekly)	2022	27
Total Food Waste Participants		78

Implementing the rates to support Metro's food waste program can be accomplished by two rate methods; either a variable rate assessed on the cost of service or allocate the program costs over the commercial rate base.

Cost of Service Rate Calculations for 2019

The service rate is comprised of the collection cost, container, food waste disposal cost, operating margin, and franchise fee. The cost of collection was calculated on the 2019 projected results of collection operations within Wilsonville to collect waste using either a roll cart or a container. The expected number of stops per hour is eight stops, which is lower than garbage and recycling because the number of customers generating food waste in quantities high enough to implement the program is limited. Therefore, the time and distance between stops are higher than garbage. Table 6 summarizes the cost of service in 2019 costs for a 64 gallon roll cart and a 2 yard container.

Table 6: Commercial Food Waste Cost of Service Rates

Rate Component	64 gallon cart	2 yard container
Collection Cost	\$67.50	\$67.50
Cart / Container	\$0.65	\$5.77
Food Waste Disposal	\$27.27	\$156.69
Margin @ 10%	\$10.60	\$25.55
Fran Fee @ 5%	\$5.30	\$12.78
Total Cost of Service Rate	\$111.32	\$268.29

Food waste collection costs would be an additional charge assessed to food waste generators. There is a potential for the customer to down-size their level of solid waste collection and reduce the cost impact from the program, but that change will vary for each customer.

Allocated Program Costs Calculations for 2019

The second method is the same approach currently in use to assess the cost of recycling services to commercial customers within Wilsonville and throughout the Portland metropolitan area. Because each customer's recycling needs vary, the cost of the service is blended with the cost of providing waste collection and the cost of recycling service is assessed on the level of waste collection service. While most customers receive a commensurate level of waste and recycling service, some customers either receive more and some receive less than the number of waste collection yards and/or collection frequency than waste.

The primary difference between assessing the cost of service rate and the allocated cost is the assumption of the cost savings from disposing of the food waste at a lower rate than solid waste. While customers may not be able to reduce their level of waste collection service to benefit from the savings, the weight, and subsequently the reduced cost of the diverted food waste will be realized within the composite by Republic.

Table 7 on the following page summarizes the overall impact to Wilsonville commercial container service for each phase of the Metro program from the expected number of participants summarized in Table 5.

Table 7: Commercial Food Waste Program Costs

Description	Note	Phase 1	Phase 2	Phase 3
Monthly Program Cost	A	\$1,418	\$3,443	\$5,266
Food Waste Savings	B	\$(993)	\$(1,703)	\$(1,965)
Total Monthly Cost	C	\$646	\$1,909	\$3,322
Annual Program Cost	D	\$7,752	\$22,908	\$39,864
2019 Composite Costs	E	\$2,321,576	\$2,321,576	\$2,321,576
% of Composite Costs	F	0.33%	1.32%	3.04%

Table 7 Notes

- A. Estimated collection cost to provide a weekly pick up of one container or cart to the number of customers in each phase from Table 4. Cost includes the cost of the container.
- B. Estimated savings from the difference in the lower disposal cost of food waste compared to solid waste.
- C. Collection cost less savings on food waste disposal (A – B).
- D. Annual program cost – Phase 2 is a combination of the additional cost and the prior year costs. Phase 3 is the additional cost plus the prior year's costs.
- E. Estimated commercial collection cost in the calendar year 2019 for each of the three phases
- F. Percentage of Annual Program Cost compared to the 2019 Composite Cost (D / E)

The estimated cost of the program is \$7,752 in the first year. In the second and third year, the costs increase by \$15,156 and \$16,956 respectively. As a percentage of the total commercial cost in 2019, the program is less than one percent of the total commercial collection cost.

Projected results for 2020 include the estimated cost of providing collection service to the 21 customers that generate 1,000 pounds or more of food waste weekly (Table 5). Table 8 estimates the financial performance (Rate of Return, "ROR") of commercial collection with the additional food waste program costs from 2020 to 2022 as the second and third phases are fully implemented.

Table 8: Estimated Commercial Performance with the Additional Food Waste Costs

Year	Revenue	Expense	Income	ROR
2020	\$2,752,040	\$2,456,365	\$295,675	10.7%
2021	\$2,752,040	\$2,520,648	\$231,392	8.4%
2022	\$2,752,040	\$2,588,017	\$164,023	6.0%

The additional cost of the food waste program and the expected collection increases should decrease the commercial margin within the allowable range over the next three years; therefore, a rate increase for commercial collection is not required to implement the commercial food waste program.

Program Rate Recommendation

The rate approach of allocating food waste diversion costs over the commercial base is the preferred method for Clackamas County Recycling Education and Outreach office. This is also the same method employed by the cities of Beaverton and Tigard. The primary reason is the reduced cost to the food waste generator, compared to the cost of service, will likely compel them to participate in the program. While a participant will see a slight increase in their collection service invoice, they will incur additional internal costs to comply with the food waste program.

Attachment A

Projected 2019 Results
Return on Revenues - Commercial Surcharge as Collected
City of Wilsonville

	Residential Service			Commercial Service			Drop Box	Grand Totals					
	Solid Waste	Recycling	Yard Debris	Solid Waste	Recycling								
		% ▲ from prior year		% ▲ from prior year		% ▲ from prior year		% ▲ from prior year					
Collection & Service Revenues	2,103,418	12.6%	19,750	-62.0%	9,378	0.0%	2,831,551	11.2%	89,249	-37.4%	2,493,091	2.6%	7,546,437
Surcharge Overage													0
Direct Costs of Operations	726,143		447,218		300,288		1,428,541		590,211		1,994,499		5,486,900
Disposal / Processing Expense	372,139	1.5%	128,029	-15.9%	105,019	6.5%	966,878	1.5%	274,348	34.7%	1,366,087	1.5%	3,212,500
Labor Expense	148,125	3.1%	163,023	3.1%	99,739	3.1%	189,362	3.1%	161,303	3.1%	284,720	3.1%	1,046,272
Truck Expense	101,261	0.0%	111,443	0.0%	68,172	0.0%	129,480	0.0%	110,297	0.0%	191,891	0.0%	712,544
Equipment Expense	14,206	0.4%	15,634	0.4%	9,564	0.4%	18,166	0.4%	15,474	0.4%	26,920	0.4%	99,964
Franchise Fees	63,981	14.5%	0		0		90,858	19.2%	0		74,793	4.5%	229,632
Other Direct Expense	26,431	1.3%	29,089	1.3%	17,794	1.3%	33,797	1.3%	28,789	1.3%	50,088	1.3%	185,988
Indirect Costs of Operations	245,283	12%					310,929	11%			117,144	5%	673,356
Management Expense	63,724	2.7%					132,099	2.7%			42,344	2.7%	238,167
Administrative Expense	13,734	2.9%					28,227	2.9%			9,078	2.9%	51,039
Other Overhead Expenses	167,825	0.9%					150,603	1.2%			65,722	1.0%	384,150
Less Unallowable Costs	12,315						21				12		12,348
Revenues	2,132,546						2,920,800				2,493,091		7,546,437
		prior year						prior year					
Direct Costs of Operations	1,473,649	0.6%					2,018,752	5.8%			1,994,499		5,486,900
Indirect Costs of Operations	245,283	1.5%					310,929	2.0%			117,144		673,356
Total Cost	1,718,932	0.8%					2,329,681	5.3%			2,111,643		6,160,256
Less Unallowable Costs	12,315	0.0%					21	0.0%			12		12,348
Allowable Costs	1,706,617						2,329,660				2,111,631		6,147,908
Franchise Income	425,929						591,140				381,460		1,398,529
Projected Return on Revenues	19.97%						20.24%				15.30%		18.53%
2018 Return on Revenues	12.21%						17.74%				14.56%		15.13%

Inflation Assumptions			Changes in Revenue	
Driver Wage	2.72%	Inflation	2.81%	Cart & Cont Revenue
Health Ins	5.00%	Fuel	-9.69%	6 months of increase from July 2018
G&A Wage	2.50%	Rec Processing	6.67%	No value for residential recycling / 50% of com.

Attachment B

Projected 2020 Results
Return on Revenues - Commercial Surcharge as Approved
City of Wilsonville

	Residential Service			Commercial Service			Drop Box	Grand Totals					
	Solid Waste	Recycling	Yard Debris	Solid Waste	Recycling								
		% ▲ from prior year		% ▲ from prior year		% ▲ from prior year		% ▲ from prior year					
Collection & Service Revenues	2,103,418	0.0%	19,750	0.0%	9,530	1.6%	2,662,791	0.0%	89,249	0.0%	2,534,074	1.6%	7,418,812
Recycling Surcharge			0										
Direct Costs of Operations	788,662		456,794		309,297		1,515,415		598,823		2,104,001		5,772,992
Disposal Expense	383,303	3.0%	128,029	0.0%	108,170	3.0%	995,884	3.0%	274,348	0.0%	1,407,070	3.0%	3,296,804
Labor Expense	152,569	3.0%	167,914	3.0%	102,731	3.0%	195,043	3.0%	166,142	3.0%	293,262	3.0%	1,077,660
Truck Expense	104,299	3.0%	114,786	3.0%	70,217	3.0%	133,364	3.0%	113,606	3.0%	197,648	3.0%	733,920
Equipment Expense	14,632	3.0%	16,103	3.0%	9,851	3.0%	18,711	3.0%	15,938	3.0%	27,728	3.0%	102,963
Franchise Fees	106,635	66.7%	0		0		137,602	51.4%	0		126,704	69.4%	370,941
Other Direct Expense	27,224	3.0%	29,962	3.0%	18,328	3.0%	34,811	3.0%	28,789	0.0%	51,591	3.0%	190,704
Indirect Costs of Operations	250,189	2.0%					317,148	2.0%			119,487	2.0%	686,823
Management Expense	64,998	2.0%					134,741	2.0%			43,191	2.0%	242,930
Administrative Expense	14,009	2.0%					28,792	2.0%			9,260	2.0%	52,060
Other Overhead Expenses	171,182	2.0%					153,615	2.0%			67,036	2.0%	391,833
Less Unallowable Costs	12,315						21				12		12,348
Revenues	2,132,698						2,752,040				2,534,074		7,418,812
		prior year						prior year					
Direct Costs of Operations	1,554,752	6.2%					2,114,239	10.8%			2,104,001		5,772,992
Indirect Costs of Operations	250,189	3.5%					317,148	4.0%			119,487		686,823
Total Cost	1,804,941	5.8%					2,431,386	9.9%			2,223,488		6,459,815
Less Unallowable Costs	12,315	0.0%					21	0.0%			12		12,348
Allowable Costs	1,792,626						2,431,365				2,223,476		6,447,467
Franchise Income	340,072						320,675				310,598		971,345
Projected Return on Revenues	15.95%						11.65%				12.26%		13.09%
2018 Return on Revenues	12.21%						17.74%				14.56%		15.13%

Inflation Assumptions for Line Item Expenses					
Solid Waste	Resi Recycling & Yard Debris				
Driver Wage	3.00%	Driver Wage	3.00%	PUC	
Health Ins	3.00%	Health Ins	3.00%	Drop Box Tip Fee	3.00%
Fuel	3.00%	Fuel	3.00%		
Tip Fee	3.00%	Yard Debris Disposal	3.00%		
Liab-Prop Ins	3.00%	Liab-Prop Ins	3.00%		
Inflation	3.00%	Inflation	3.00%		

Changes in Revenue
Cart & Cont Revenue
No Increase from 2019
Recycling Revenue
Same as 2019
Drop Box Revenue
Increased by tip fee increase of 3%

Attachment C

**Projected 2020 Results
Return on Revenues
City of Wilsonville**

	Residential Service			Commercial Service			Drop Box	Grand Totals					
	Solid Waste	Recycling	Yard Debris	Solid Waste	Recycling								
		% ▲ from prior year		% ▲ from prior year		% ▲ from prior year		% ▲ from prior year					
Collection & Service Revenues	2,103,418	0.0%	19,750	0.0%	9,530	1.6%	2,662,791	0.0%	89,249	0.0%	2,534,074	1.6%	7,418,812
Recycling Surcharge			-112,205						0		-58,340		-112,205
Direct Costs of Operations	783,052		488,315		309,297		1,540,415		606,575		2,104,001		5,831,654
Disposal Expense	383,303	3.0%	128,029	0.0%	108,170	3.0%	995,884	3.0%	274,348	0.0%	1,407,070	3.0%	3,296,804
Labor Expense	152,569	3.0%	167,914	3.0%	102,731	3.0%	195,043	3.0%	166,142	3.0%	293,262	3.0%	1,077,660
Truck Expense	104,299	3.0%	114,786	3.0%	70,217	3.0%	133,364	3.0%	113,606	3.0%	197,648	3.0%	733,920
Equipment Expense	14,632	3.0%	16,103	3.0%	9,851	3.0%	18,711	3.0%	15,938	3.0%	27,728	3.0%	102,963
Franchise Fees	101,025	57.9%	0		0		137,602	51.4%	0		126,704	69.4%	365,330
Other Direct Expense	27,224	3.0%	61,483	111.4%	18,328	3.0%	59,811	77.0%	36,541	26.9%	51,591	3.0%	254,977
Indirect Costs of Operations	250,189	2.0%					317,148	2.0%			119,487	2.0%	686,823
Management Expense	64,998	2.0%					134,741	2.0%			43,191	2.0%	242,930
Administrative Expense	14,009	2.0%					28,792	2.0%	10,000	Styrofoam Rec	9,260	2.0%	52,060
Other Overhead Expenses	171,182	2.0%					153,615	2.0%	15,000	Florescent Light	67,036	2.0%	391,833
									25,000	Total Expense			
Less Unallowable Costs	12,315		31,521				21				12		12,348
Revenues	2,020,493						2,752,040				2,475,734		7,248,267
		prior year						prior year					
Direct Costs of Operations	1,580,663	7.9%	\$ (1.74)	Rate Decrease per Month			2,146,991	12.6%	\$ -		2,104,001	\$ (10.00)	5,831,654
Indirect Costs of Operations	250,189	3.5%	\$ 0.76				317,148	4.0%			119,487	per Haul	686,823
Total Cost	1,830,851	7.3%					2,464,138	11.4%			2,223,488		6,518,478
Less Unallowable Costs	12,315	0.0%					21	0.0%			12		12,348
Allowable Costs	1,818,536						2,464,117				2,223,476		6,506,130
Franchise Income	201,957						287,923				252,258		742,137
Projected Return on Revenues	10.00%						10.46%				10.19%		10.24%
2018 Return on Revenues	12.21%						17.74%				14.56%		15.13%

Inflation Assumptions for Line Item Expenses			
Solid Waste	Resi Recycling & Yard Debris		
Driver Wage	3.00%	Driver Wage	3.00%
Health Ins	3.00%	Health Ins	3.00%
Fuel	3.00%	Fuel	3.00%
Tip Fee	3.00%	Yard Debris Disposal	3.00%
Liab-Prop Ins	3.00%	Liab-Prop Ins	3.00%
Inflation	3.00%	Inflation	3.00%

Changes in Revenue	
Cart & Cont Revenue	PUC
No Increase from 2019	Drop Box Tip Fee 3.00%
Recycling Revenue	
Same as 2019	
Drop Box Revenue	
Increased by tip fee increase of 3%	

Survey Report

19 July 2019 - 09 October 2019

Waste/Recycling Enhancements

PROJECT: Waste/Recycling Service Enhancements

Let's Talk, Wilsonville!

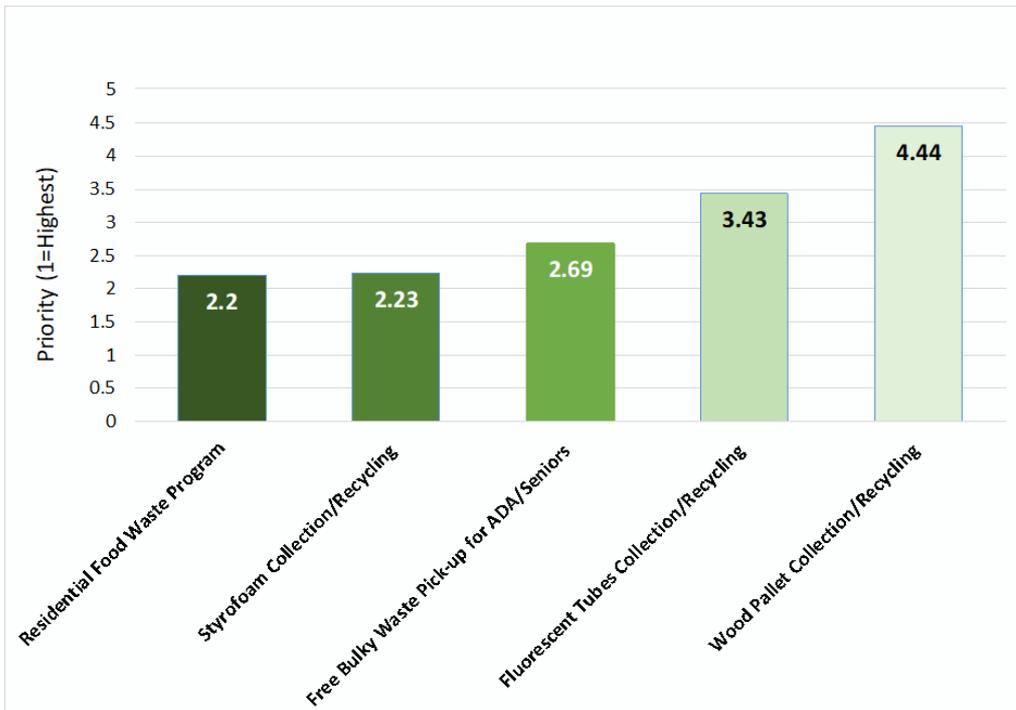


Q1 Listed below are several services under consideration as enhancements to the City's waste/recycling agreement with Republic...

OPTIONS	AVG. RANK
Residential Food Waste Program	2.20
Styrofoam Collection/Recycling	2.23
Free Bulky Waste Pick-up for ADA/Senior Customers	2.69
Fluorescent Tubes Collection/Recycling	3.43
Wood Pallet Collection/Recycling	4.44

(104 responses, 0 skipped)

Respondents were asked in LTW survey to prioritize new recycling services, with 1 being highest priority. Respondents also had the option of suggesting a recycling service.



Proposed Recycling Service	Priority (1=Highest)	Variation-Average	Variation-Median
Residential Food Waste Program	2.2	1.36	1.22
Styrofoam Collection/Recycling	2.23	1.34	1.21
Free Bulky Waste Pick-up for ADA/Seniors	2.69	1.11	1
Fluorescent Tubes Collection/Recycling	3.43	0.87	0.78
Wood Pallet Collection/Recycling	4.44	0.68	0.61
Average	3.00	1	
Median	2.69		1

Q2 Besides those services listed above in Question 1, are there additional waste/recycling service enhancements you'd like the City Council to consider?

Erock

9/23/2019 10:03 AM

Electronics waste

Bhutchins

9/23/2019 10:15 AM

Allow glass to be mixed with regular recycling. I had this in California

DLM

9/23/2019 10:31 AM

banning store plastic bags

Kendramcq

9/23/2019 10:40 AM

It would also be nice to have a plastic lid recycling, since those are not allowed in regular bins. Thank you for working on changes!

Terri

9/23/2019 10:40 AM

No

Bob

9/23/2019 10:49 AM

plastic packaging (ie. clam packs, plastic takeout / leftover containers)

Loghorn

9/23/2019 11:24 AM

I'd like all of these recycling options to be implemented. Saving our planet should be our most important priority now.

AmyBFit

9/23/2019 11:28 AM

None. I like these topics, especially the home food scrap recycling. Thank you

ProzitRB

9/23/2019 11:56 AM

Oil, batteries, paint

Lisa

9/23/2019 12:28 PM

Please recycle styrofoam, & clamshells. We need a place to drop here so they can go to Tigard for recycling. The public does not know about this option. Many of my neighbors do not recycle how they need to as they put garbage in the recycle can.

Citizen A

9/23/2019 12:47 PM

Not that I can think of. Just be aware that apartment dwellers don't have access to yard debris containers.

MMA

9/23/2019 01:06 PM

Yes indeed! I would like to ban styrofoam containers altogether in Wilsonville. Additionally, I would like to see the recycling of those plastic clamshell containers used for salad, sandwiches etc. Also to recycle clean "baggies" and other plastic storage bags, prescription medicine bottles, plastic lids for bottles, cans and other containers. That's all I have off the top of my head at the moment.

Jones

9/23/2019 01:34 PM

Curbside battery pick up like Marion County. It's worth the extra cost

Kerfax22

9/23/2019 08:19 PM

Plastic bags and blister packaging recycling

<p>Odie 9/24/2019 01:20 AM</p>	<p>Yes, I would like the Canyon Creek apartment complex to restore the garbage dumpsters that were removed a few years ago, in favor of door-2-door pick-up (also known as "valet waste"). Or at least be given the option to opt out of it. As a single resident, I only go through about 3 bags of trash per every 2 months, but am charged \$20 per month for the valet waste and an additional \$10 per month for a regular waste charge, for a total of \$30 per month - or about \$20 per bag of garbage. It would be nice if we could put some sort of identification on our door, or above our apt. #, if we have opted out of the valet waste program, in order to let the company know. The people who collect the garbage bring it to the enormous trash compactor, which is about 30 yards from my door and I am more than happy to bring it there myself, as apposed to being charged that additional \$20 per month for someone else to do so. The original reason this was implemented was to create about a dozen more parking spaces in the entire complex, by removing all the trash dumpsters. All the while, there is still space to place a few of them back, in various spots, near the recycle dumpsters at the end of some parking lots.</p>
<p>RobRich 9/24/2019 03:41 AM</p>	<p>Associated "how to" videos with how a family can best support a doable system within their home that reaches the street in the appropriate bins. A "best practices" contest or video series for homes and likely same for businesses. Short video snippets, of course.</p>
<p>MaryF 9/24/2019 06:47 AM</p>	<p>Alkaline Batteries?</p>
<p>RWortman 9/24/2019 07:54 AM</p>	<p>Additional leaf dropoff day</p>
<p>pablo 9/24/2019 08:30 AM</p>	<p>No, thank you</p>
<p>jlliden 9/24/2019 02:12 PM</p>	<p>I'd like to see more plastics recycled.</p>
<p>DanielMcKay 9/24/2019 04:26 PM</p>	<p>Wood scraps!!!! I never know what to do with them! And also technology pickup (TVs monitors, old computers or hard drives.)</p>
<p>Etienne 9/25/2019 12:31 PM</p>	<p>Agilyx in Tigard takes all styrofoam and #6 plastic and converts it to oil.</p>
<p>Smpayseno 9/25/2019 05:17 PM</p>	<p>Plastic bag recyging</p>
<p>Jdub312 9/25/2019 05:49 PM</p>	<p>Different types of plastic in general</p>
<p>madamrich 9/26/2019 11:10 AM</p>	<p>Plastic lid collection</p>
<p>Charbonneau neighbor 9/26/2019 02:36 PM</p>	<p>Smaller containers option for mixed recycling. I have a new container that is huge and it can take a month or more to fill it up. Plus it takes up a lot of</p>

<p>karen a 9/26/2019 04:23 PM</p>	<p>space at my small home. I am not alone in my neighborhood. batteries, other types of light bulbs</p>
<p>Jeff 9/26/2019 05:09 PM</p>	<p>Nope. Only concern with food waste is the smell, both at individual containers and collection site.</p>
<p>helen97070 9/26/2019 08:58 PM</p>	<p>Batteries (especially home batteries)</p>
<p>sbozanich1862 9/27/2019 08:21 AM</p>	<p>Batteries</p>
<p>WVRez 9/27/2019 08:58 AM</p>	<p>The city needs to consider allowing competing waste/recycle companies into wilsonville to give businesses an economical option to control their own waste and recycling costs. By not providing WV businesses the ability to shop around for an option less expensive than Republic Services or an option that provides better suited services, the city of WV has crippled businesses from being able to manage what should be a controllable expense and turned it into a monopolized fixed expense on their financials.</p>
<p>JRHP 9/27/2019 08:33 PM</p>	<p>Household battery collection/drop off</p>
<p>Koko's Grandma 9/29/2019 04:14 PM</p>	<p>used battery pick up broader range of numbered items in triangles</p>
<p>Johnny B 9/29/2019 05:36 PM</p>	<p>Proper plastic and styrofoam recycling options. It is practically unavoidable to not purchase plastics. We have created the issue. Let us resolve it. The Food waste idea is an untenable investment at this point. Poor use of land and energy, for the return. Excuse me I should not have said investment, as that implies at some point there is a return on the expenditure.</p>
<p>jbeer 9/29/2019 05:37 PM</p>	<p>Food waste pick up would be terrific!</p>
<p>Wilsonville Elle 10/02/2019 09:23 AM</p>	<p>cell phone, computer parts etc</p>
<p>Ngcombs 10/03/2019 02:09 PM</p>	<p>Recycling more plastics</p>
<p>Wpiangela 10/03/2019 06:47 PM</p>	<p>no</p>
<p>MTCleary 10/03/2019 08:54 PM</p>	<p>Electronics recycling (laptops, cell phones, etc)</p>
<p>Enchanted Forest 10/03/2019 09:22 PM</p>	<p>More hazardous waste days</p>
<p>KRC 10/04/2019 09:31 AM</p>	<p>Battery/electronics recycling.</p>

BMWWallace

Please do not add frivolous services that will escalate our cost.

10/04/2019 11:14 AM

sensei

batteries, all light bulbs

10/04/2019 07:33 PM

Aelyn

Batteries would be very helpful! as well as other lightbulbs.

10/05/2019 09:57 AM

jeanbudroe

batteries

10/05/2019 03:53 PM

ESilva

Film - polyethylene bags, wraps, bubble wrap

10/06/2019 09:53 AM

CountZeroOr

Battery collection/recycling.

10/06/2019 10:59 AM

merkle

Plastic bags

10/06/2019 08:21 PM

Wolf

My concern about this is that even though I think it is a phenomenally earth friendly idea AND a great way to recycle produce scraps, and that even though those scraps might get mixed in well with the yard debris, that the loose food scraps could encourage rodents as well as well as homeless populations going through garbage cans.

10/07/2019 02:20 PM

Optional question (49 responses, 55 skipped)

Recycling Isn't Broken!

An Economist's Perspective

Presentation at Association of Oregon Recyclers Fall 2019 Conference by
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Pioneer Recycling Services, LLC
Operator of Material Recovery Facilities (MRFs) in Clackamas, OR, and Tacoma,



Objectives

- ▶ Use economic theory to understand why recycling isn't broken
- ▶ Use economic theory to explain why a rebound in pricing for recycled paper grades is all but inevitable.



China Review

- ▶ China was > 50% of world demand for recyclables
- ▶ Now, China is < 25% of world demand
- ▶ That's a demand shift!



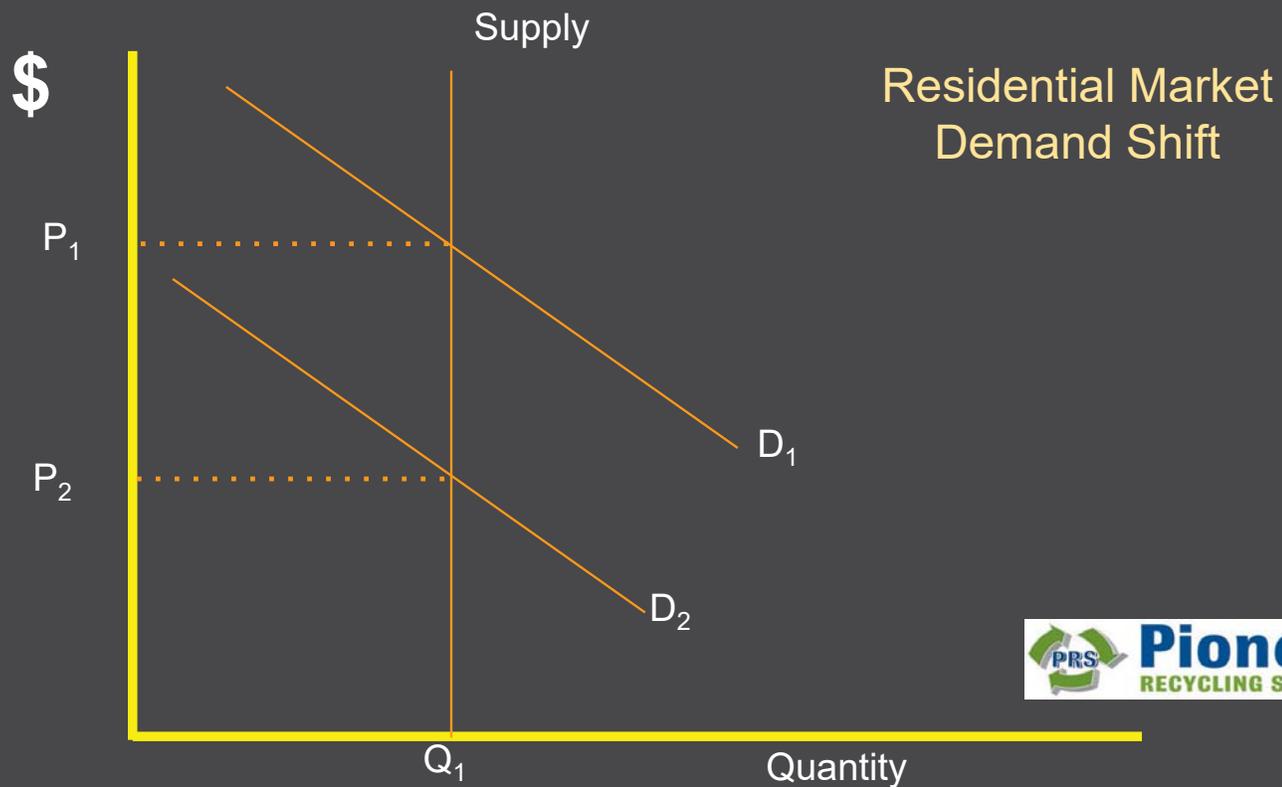
Grade Impact

- ▶ Recycled Paper hit the hardest
 - Paper represents about 75% of ResMix Yield
 - “Where paper goes so goes the value of ResMix”
- ▶ Low End Plastics also hit hard
 - #3–#7, Mixed Rigids, Film



Pop Quiz

- ▶ If demand drops (shifts) by $>25\%$ and supply is inelastic (vertical) what happens to price?



Free Market at It's Best

- ▶ Virtually all MRF paper on the West Coast moved in 2018 despite a huge leftward shift in demand
 - Textbook example of a free market quickly adjusting to changing circumstances
 - Clear example that the market for recycled paper is **not broken** but rather, is working just as predicted



Supply & Demand

- ▶ Supply– We know supply
 - It's vertical
 - It's fixed in the near to mid-term
 - (subject to general economic activity)



Demand Growth

- ▶ In 2018 & 1st Qtr. of 2019, there were 16 announced paper mill investments in US & Mexico alone!
- ▶ Wow!
- ▶ Update– NorPac in Longview, WA announced an expansion in 3rd Qtr 2019



North American Announced Investments

Company	Location	Grades	Type	Capacity Increase/Yr.	Est Start
Midwest Paper Group	Combined Locks, WI	OCC	Conversion	350,000	Summer 2018
Packaging Corp of America	Wallula, WA	OCC & Straw	Conversion	400,000	Late 2018
Packaging Corp of America	DeRidder, LO	OCC	Conversion	150,000	2018
Hood Container	St Francisville, LO	OCC	New	120,000	2018
International Paper	Riverdale, AL	OCC	Conversion	450,000	Summer 2019
Grupo Gondi	Monterey, Mex	OCC	New	441,000	2019
Copamex	Anahuac, Mex	OCC,MIX	Conversion	220,000	2019
Bio Pappel	Port Angeles, WA	OCC	Conversion	250,000	Early 2020



Announced Investments con't

Company	Location	Grades	Type	Capacity Increase/Yr.	Est Start
Pratt Industries	Wapakoneta,OH	OCC,MIX	New	425,000	Late 2019
Nine Dragons	Biron, WI	OCC,MIX	Conversion, New	360,000	Late 2019
Nine Dragons	Rumford, Maine	OCC,MIX	New	343,000	Early 2020
Green Bay Packaging	Green Bay, WI	OCC,MIX	New	685,000	Spring 2021
Cascades	Hanover,VA	OCC,MIX	Conversion	400,000	2021
Nine Dragons	Fairmont,WV	OCC	Conversion	?	2019
Shanying	Ballard County,KY		Conversion		
Port Townsend Paper	Port Townsend, WA	OCC	Upgrade	128,000	Late 2019

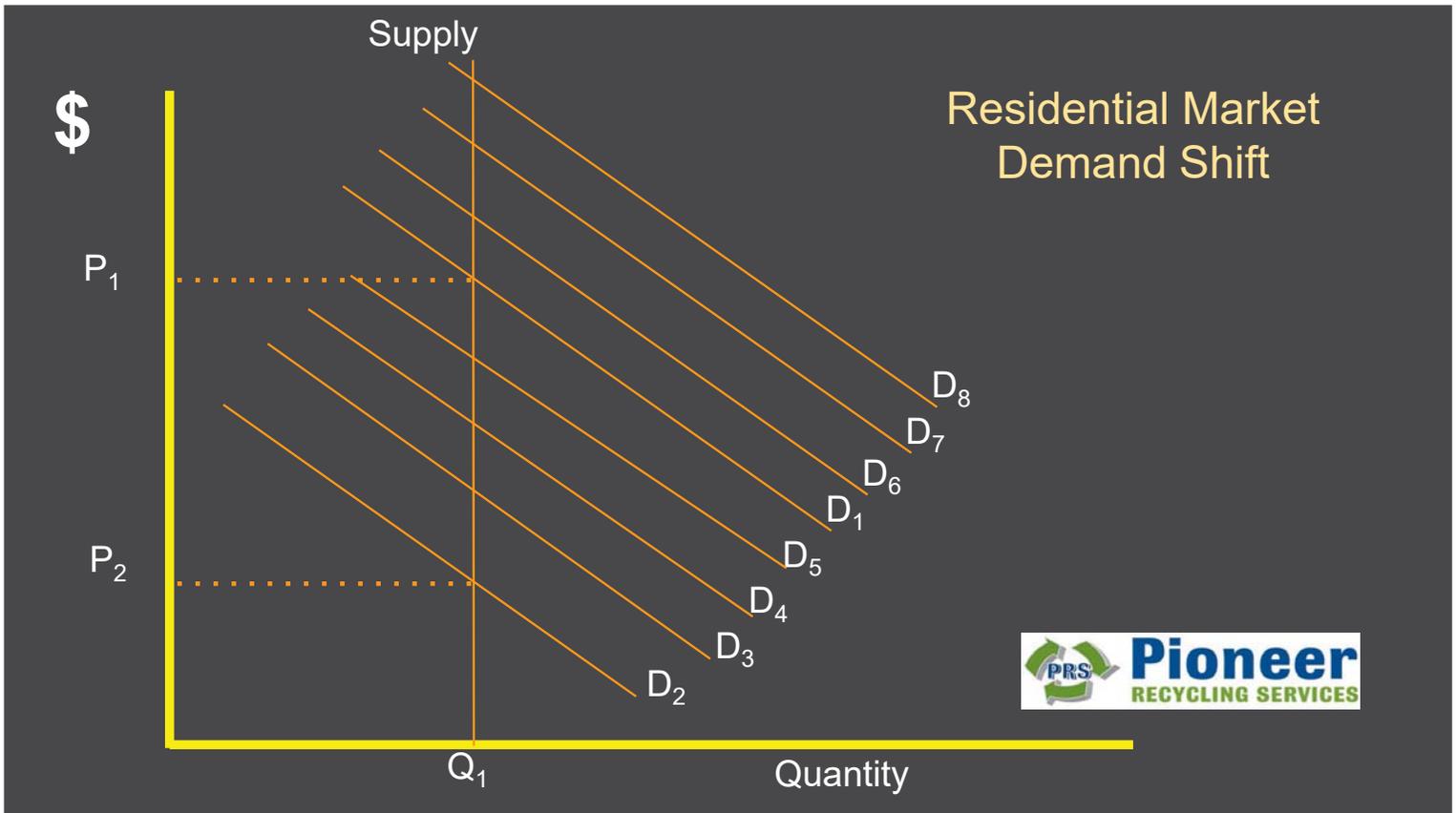


Announced Investments con't

Company	Location	Grades	Type	Capacity Increase	Est Start
CorrVentures	Albany, NY	OCC	New	300K/Yr.	2021
Norpac	Longview,WA	MIX, OCC	Conversion		2020

Southeast Asian Announced Invest'

Company	Location	Grades	Type	Capacity Add/Yr.	Est Start
Shanying Interna'l	Malaysia	MIX	New	2 Mill/Yr.	2023
Lee & Mann	Malaysia	MIX & OCC	New	1.2 Mill/Yr.	
Zhejian Xinshedgd	Malaysia	MIX	New	700K/Yr.	
Zhejiang Jingxing	Malaysia	MIX & OCC	New	1.4 Mill/Yr.	
Lee & Mann	Vietnam	MIX & OCC	Addition	400K/Yr.	
Thuan An Paper	Vietnam	OCC	Addition	250K/Yr.	
Dong Hai	Vietnam	OCC	Addition	200K/Yr.	2019
Marubeni	Vietnam	OCC	Addition	350K/Yr.	2020-1



How about Plastics?

- #3-7 Plastics
- Two established recycled plastic processors have announced capacity expansions in Canada
 - Merlin Plastics in Vancouver BC
 - EFS Plastics in Ontario Canada
 - Both vertically integrated producers



Why 3-7?

- ▶ Canadian plastic processors see an opportunity to make money.
- ▶ Why?
 - Competitors, China & SE Asia countries have left the market place
 - Almost total absence of demand for this grade
 - Supply of material in US remains constant



Why 3-7? Cont't

▶ Why?

- Canada subsidizes the construction of plastic processing facilities with grants and loans
 - Think “free” money
- Lack of competition means Canadians can price for extra margin
 - Think negative pricing



Not Broken

- ▶ Canadians sensed an opportunity to make money. They responded with major new investments.
- ▶ While the market for #3-7 is in adjustment, it remains strong and responsive to market conditions
 - Not broken



MRF Reactions

- ▶ Pacific Northwest MRFs are responding to new quality demands from buyers by investing
 - Spend to play



MRF Response

Company	Location	Improvement	When
Pioneer	Clackamas	Plastic Opticals & Robots	Dec 2018
WM	Tacoma	Paper Opticals & Screens	April 2019
Republic	Seattle	Paper Opticals & Screens	April 2019
EFI	Portland	Baler, Post Sort & Screens	June 2018
Garten	Salem	Feed Drum, Screens & Glass Cleaning	



Summary

- ▶ Markets for recycled materials are pricing at appropriate and predictable levels.
- ▶ Market participants are responding to current pricing and margins with appropriate new investments
- ▶ When the investments come online, pricing will inevitably improve. (ceteris paribus)



AOR Fall Forum:
The Future of Recycling
November 6, 2019

THANK YOU TO OUR FORUM SPONSORS!





**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: December 02, 2019	Subject: SMART Satisfaction Survey Results Staff Member: Dwight Brashear, Transit Director Department: Transit	
Action Required	Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: N/A		
Recommended Language for Motion: N/A		
Project / Issue Relates To:		
<input type="checkbox"/> Council Goals/Priorities:	<input type="checkbox"/> Adopted Master Plan(s):	<input checked="" type="checkbox"/> Not Applicable

ISSUE BEFORE COUNCIL:

Staff will present the 2019 rider survey results for SMART.

EXECUTIVE SUMMARY:

In 2017, SMART launched its first on-board customer survey to understand demographics and travel trends of its riders. After the second year distributing the travel trend survey, SMART found that the high percentage of frequent or “regular” customers resulted in very similar from year to year.

To allow for variance and avoid customer survey fatigue, SMART created a new survey to seek out different information from its customers. The 2019 rider survey focused on customer satisfaction. With the passing of House Bill 2017 and the beginning of new services, SMART felt it important to track satisfaction of these changes. Additionally, this survey type will allow SMART to find improvements to work towards improving National Citizen Survey results and customer experience.

From September 10-12 and 14th, SMART hired Express associates to board SMART buses and distribute surveys to customers. The Satisfaction Survey focused on gauging feedback on several components of its fixed route service. Those components included safety, convenience, communication, reliability, amenities, and more.

The associates were able to collect 415 surveys, similar to amounts collected in years prior.

EXPECTED RESULTS:

The results of the survey were outstanding. Out of 5 stars, SMART received a 4.5 rating.

From the responses, SMART identified four areas for improvement. The four areas were communication, stop amenities, bus reliability, and monthly passes.

TIMELINE:

The Satisfaction Survey will be rotated with the Travel Trend Survey every year. The surveying occurs in September to include student riders. Surveying covers all runs and routes from Tuesday through Thursday and a Saturday.

CURRENT YEAR BUDGET IMPACTS:

The cost of staffing for surveying totaled \$2,184.38 to the Metro Regional Travel Options grant for FY19. This staffing cost for this project will likely continue to increase with increases in minimum wage.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 11/27/2019

LEGAL REVIEW / COMMENT:

Reviewed by: ARGH Date: 11/26/2019

COMMUNITY INVOLVEMENT PROCESS:

A satisfaction survey allows SMART customers to share their feedback on how they feel service is performing. The survey responses are presented to management and Council to help direct future decision-making and improvements of SMART service.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The satisfaction survey helps identify details of how to improve service for SMART customers.

ALTERNATIVES:

N/A

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Satisfaction Survey (English and Spanish)
2. Survey Results

Route number: _____

Direction (circle one): N E W S



SATISFACTION SURVEY

SERVICE

Circle the number that best fits your satisfaction with each item listed below.

	1 - Not Satisfied		to	5 - Completely Satisfied	
1. Bus stop amenities (i.e. stop lighting, seating)	1	2	3	4	5
2. Cleanliness of bus stop	1	2	3	4	5
3. Cleanliness inside bus	1	2	3	4	5
4. Comfort on bus (i.e. noise level, seat availability)	1	2	3	4	5
5. Safety on bus	1	2	3	4	5
6. Bus reliability (i.e. on time)	1	2	3	4	5
7. Convenience (i.e. to reach stop or destination)	1	2	3	4	5
8. Operator conduct (i.e. friendly, knowledgeable)	1	2	3	4	5
9. Ease of payment, if any	1	2	3	4	5
10. Quality of service for cost to ride	1	2	3	4	5

COMMUNICATION

Circle the number that best fits your satisfaction with each item listed below.

	1 - Not Satisfied		to	5 - Completely Satisfied	
1. Clarity of information from SMART	1	2	3	4	5
2. Frequency of notifications	1	2	3	4	5
3. Accuracy of information	1	2	3	4	5

4. Communication preference for service alerts. Check all that apply.

- Text
- App notifications
- Email
- Physical posters
- Twitter
- Instagram
- Snapchat
- Facebook

5. Communication preference for SMART events (i.e. Rider Appreciation Days). Check all that apply.

- Text
- App notifications
- Email
- Physical posters
- Twitter
- Instagram
- Snapchat
- Facebook

TURN OVER



INFORMATION

1. What is your age?

- Under 18
- 18 to 29
- 30 to 65
- Over 65

2. Select the option the best represents your gender.

- Female
- Male
- Non-binary
- Self-described

3. To which racial or ethnic group(s) do you most identify?

- Asian/Pacific Islander
- Caucasian (White)
- Multi-racial
- Middle Eastern
- African-American
- Latino/Hispanic
- Native American
- _____

4. What is your annual income?

- Under \$10,000
- \$10,000 to \$29,999
- \$30,000 to \$49,999
- \$50,000 to \$69,999
- \$70,000 to \$89,000
- Over \$89,000

5. Home zip code: _____

Check any or all of the boxes below to receive...

- SMART newsletter
- Survey results
- Enter drawing for \$25 cash card or bus pass

6. Email or phone:

SUMMARY

1. Does this service:

- Exceed your expectations
- Meet your expectations
- Not meet your expectations

2. Would you recommend SMART to family and friends?

- Yes
- No

3. For future service enhancements, what is your highest priority? Select only one.

- Less wait time for bus
- Service to new destinations
- Longer service hours on weekdays
- Longer service hours on Saturday
- Service on Sunday

Thank you for your time.

Additional comments: _____

*Identifying or personal information will not be shared without your consent.
The purpose of this survey is to gauge customer satisfaction to help make service improvements.*

Numero de ruta: _____

Dirección (circula uno): N E O(W) S



ENCUESTA DE SATISFACCIÓN

SERVICIO

Circule el número que mejor índice su satisfacción con cada artículo enumerado a continuación.

	1 - No Satisfecho		a	5 - Completamente Satisfecho	
1. Servicios de parada de autobús (es decir, asientos)	1	2	3	4	5
2. Limpieza de parada de autobús	1	2	3	4	5
3. Limpieza dentro del autobús	1	2	3	4	5
4. Comodidad en el autobús (es decir, nivel de ruido)	1	2	3	4	5
5. Seguridad en el autobús	1	2	3	4	5
6. Fiabilidad del autobús (es decir, llegar a tiempo)	1	2	3	4	5
7. Conveniencia (es decir, llegar a la parada o al destino)	1	2	3	4	5
8. Conducta del operador (es decir, amigable, bien info)	1	2	3	4	5
9. Facilidad de pago, si la hay	1	2	3	4	5
10. Calidad de servicio por costo de viaje	1	2	3	4	5

COMUNICACIÓN

Circule el número que mejor índice su satisfacción con cada artículo enumerado a continuación.

	1 - No Satisfecho		a	5 - Completamente Satisfecho	
1. Claridad de información de SMART	1	2	3	4	5
2. Frecuencia de notificaciones	1	2	3	4	5
3. Precisión de la información	1	2	3	4	5

4. Preferencias de comunicación para alertas de servicio. Marque todo lo que corresponda.

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Texto | <input type="checkbox"/> Twitter |
| <input type="checkbox"/> Notificaciones de aplicación | <input type="checkbox"/> Instagram |
| <input type="checkbox"/> Correo electrónico | <input type="checkbox"/> Snapchat |
| <input type="checkbox"/> Carteles físicos | <input type="checkbox"/> Facebook |

5. Preferencia de comunicación para eventos de SMART (es decir, días de apreciación de los pasajeros).

- | | |
|---|------------------------------------|
| <input type="checkbox"/> Texto | <input type="checkbox"/> Twitter |
| <input type="checkbox"/> Notificaciones de aplicación | <input type="checkbox"/> Instagram |
| <input type="checkbox"/> Correo electrónico | <input type="checkbox"/> Snapchat |
| <input type="checkbox"/> Carteles físicos | <input type="checkbox"/> Facebook |

SIGUIENTE PÁGINA



INFORMACIÓN

RESUMEN

1. Cual es su edad?

- Menos de 18 30 to 65
- 18 to 29 Más de 65

2. Seleccione la opción que mejor representa su género:

- Femenino No-binario
- Masculino Autodescrito

3. Con cual raza o etnicidad se identifica usted mas?

- Asiatico/Isleño Pacífico Americano Africano
- Caucásico Latino/Hispano
- Multiracial Nativo Americano
- Oriente Medio _____

4. Cual es sus ingresos anual?

- Menos de \$10,000 \$50,000 to \$69,999
- \$10,000 to \$29,999 \$70,000 to \$89,000
- \$30,000 to \$49,999 Más de \$89,000

5. Codigo postal: _____

Marque todos los que quiera recibir...

- Hoja informativa de SMART
- Resultados de encuesta
- Entrar en el sorteo para un premio de \$25

6. Correo electronico o telefono:

1. Nuestro servicio:

- Supera las expectativas
- Cumple las expectativas
- No cumple las expectativas

2. Usted recomendaría a SMART a su familia y amigos?

- Sí
- No

3. Para mejorías en al futuro, cuáles son sus prioridades principales?

- Menos tiempo de espera para el autobús
- Servicio a nuevos destinos
- Más horas de servicio entre semana
- Más horas de servicio los sábados
- Servicio los Domingo

Gracias por su tiempo.

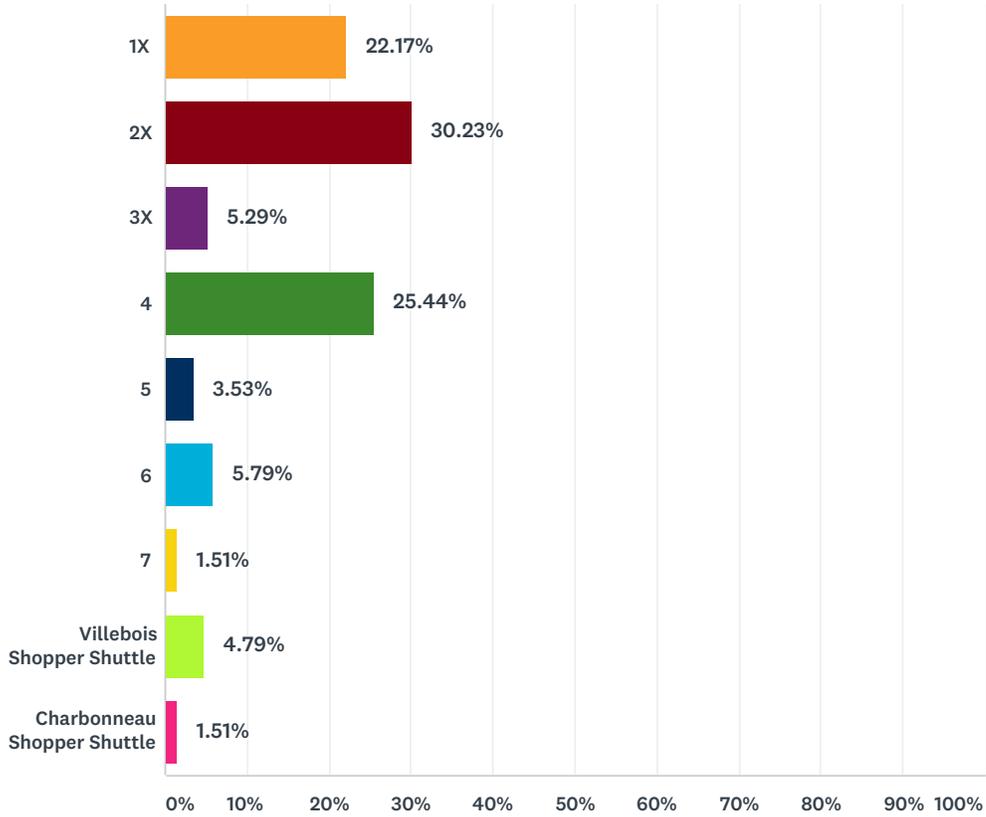
Comentarios adicionales: _____

Su información personal y datos de identificación no será compartida sin su consentimiento. El propósito de esta encuesta es medir la satisfacción del cliente para ayudar a mejorar nuestro servicio.

Rider Satisfaction Survey 2019

Q1 Route number Numero de ruta

Answered: 397 Skipped: 18



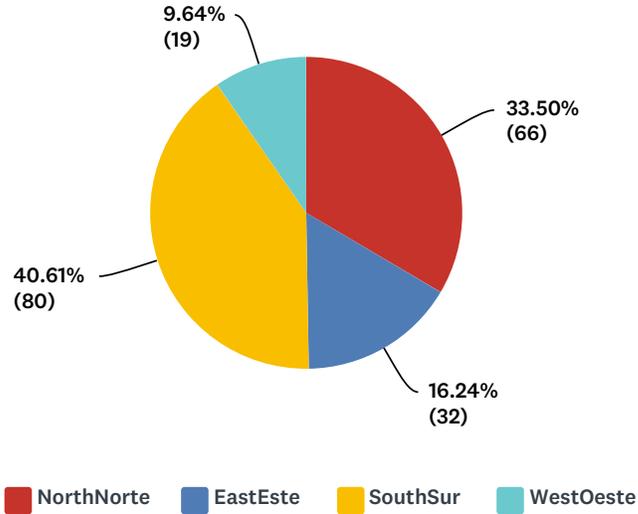
ANSWER CHOICES	RESPONSES	
1X (1)	22.17%	88
2X (2)	30.23%	120
3X (3)	5.29%	21
4 (4)	25.44%	101
5 (5)	3.53%	14
6 (6)	5.79%	23
7 (7)	1.51%	6
Villebois Shopper Shuttle (8)	4.79%	19
Charbonneau Shopper Shuttle (9)	1.51%	6
Total Respondents: 397		

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	9.00	2.00	3.14	2.01

Rider Satisfaction Survey 2019

Q2 Direction of travel Dirección

Answered: 197 Skipped: 218



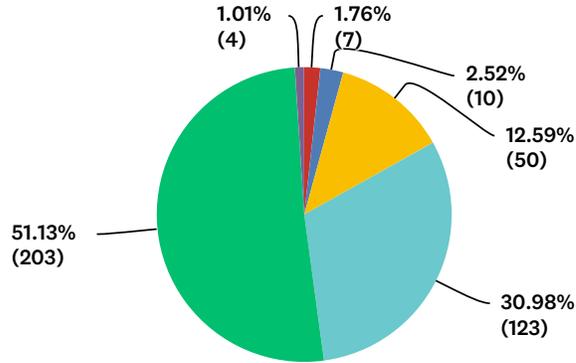
ANSWER CHOICES	RESPONSES	
NorthNorte (1)	33.50%	66
EastEste (2)	16.24%	32
SouthSur (3)	40.61%	80
WestOeste (4)	9.64%	19
TOTAL		197

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	4.00	3.00	2.26	1.03

Rider Satisfaction Survey 2019

Q3 Bus stop amenities (i.e. stop lighting, seating)

Answered: 397 Skipped: 18



■ 1 Not Satisfied / No Satisfecho
■ 2
■ 3
■ 4
■ 5 Completely Satisfied / Completamente Satisfecho
■ N/A

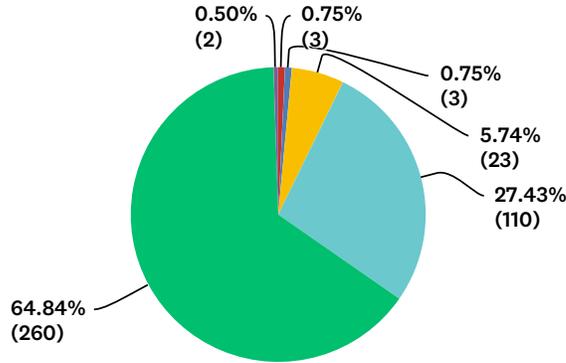
	1 NOT SATISFIED / NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED / COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Rating	1.76% 7	2.52% 10	12.59% 50	30.98% 123	51.13% 203	1.01% 4	397	4.28

BASIC STATISTICS					
Minimum	Maximum	Median	Mean	Standard Deviation	
1.00	5.00	5.00	4.28	0.91	

Rider Satisfaction Survey 2019

Q4 Cleanliness of bus stop Limpieza de parada de autobús

Answered: 401 Skipped: 14



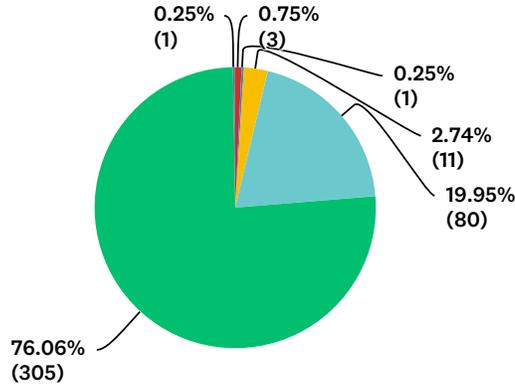
■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 4
 ■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

	1 NOT SATISFIED NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	0.75%	0.75%	5.74%	27.43%	64.84%	0.50%	401	4.56
	3	3	23	110	260	2		
BASIC STATISTICS								
Minimum		Maximum		Median		Mean		Standard Deviation
1.00		5.00		5.00		4.56		0.71

Rider Satisfaction Survey 2019

Q5 Cleanliness inside bus Limpieza dentro del autobús

Answered: 401 Skipped: 14



■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 4
 ■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

	1 NOT SATISFIED NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	0.75%	0.25%	2.74%	19.95%	76.06%	0.25%	401	4.71
	3	1	11	80	305	1		

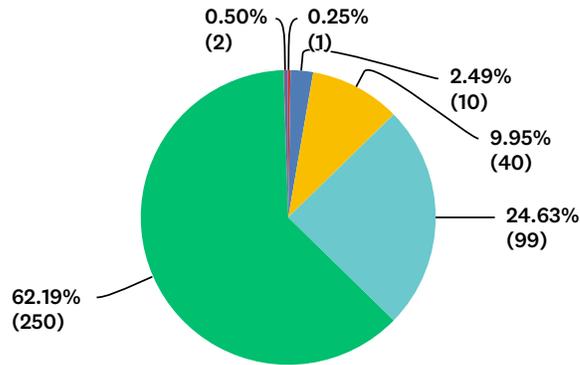
BASIC STATISTICS					
Minimum		Maximum	Median	Mean	Standard Deviation
1.00		5.00	5.00	4.71	0.61

Rider Satisfaction Survey 2019

Q6 Comfort on bus (i.e. noise level, seat availability)
autobús (es decir, nivel de ruido)

Comodidad en el

Answered: 402 Skipped: 13



■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 5
 ■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

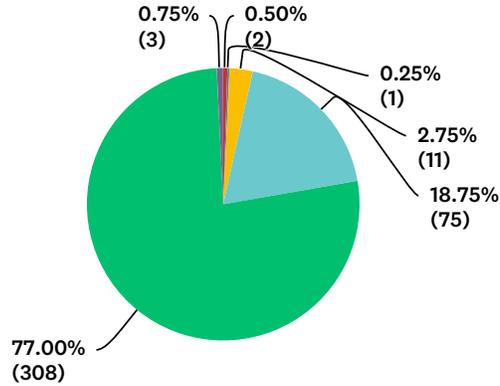
	1 NOT SATISFIED NO SATISFECHO	2	3	5	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	0.25%	2.49%	9.95%	24.63%	62.19%	0.50%	402	4.47
	1	10	40	99	250	2		

BASIC STATISTICS					
Minimum		Maximum	Median	Mean	Standard Deviation
1.00		5.00	5.00	4.47	0.79

Rider Satisfaction Survey 2019

Q7 Safety on bus Seguridad en el autobús

Answered: 400 Skipped: 15



■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 4
 ■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

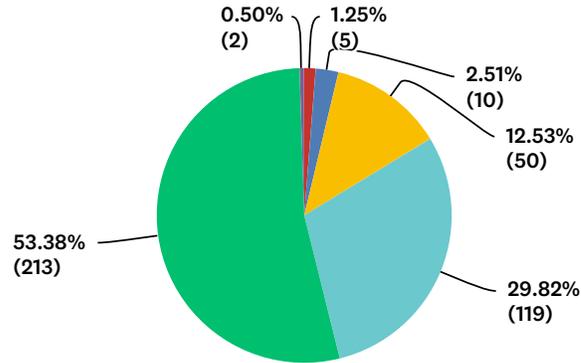
	1 NOT SATISFIED NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	0.50%	0.25%	2.75%	18.75%	77.00%	0.75%	400	4.73
	2	1	11	75	308	3		

BASIC STATISTICS					
Minimum		Maximum	Median	Mean	Standard Deviation
1.00		5.00	5.00	4.73	0.57

Rider Satisfaction Survey 2019

Q8 Bus reliability (i.e. on time) Fiabilidad del autobús (es decir, llegar a tiempo)

Answered: 399 Skipped: 16



■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 4
 ■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

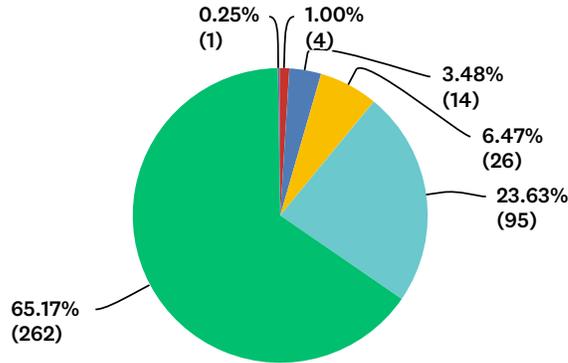
	1 NOT SATISFIED NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	1.25%	2.51%	12.53%	29.82%	53.38%	0.50%	399	4.32
	5	10	50	119	213	2		

BASIC STATISTICS					
Minimum	Maximum	Median	Mean	Standard Deviation	
1.00	5.00	5.00	4.32	0.88	

Rider Satisfaction Survey 2019

Q9 Convenience (i.e. to reach stop or destination) Conveniencia (es decir, llegar a la parada o al destino)

Answered: 402 Skipped: 13



■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 4
 ■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

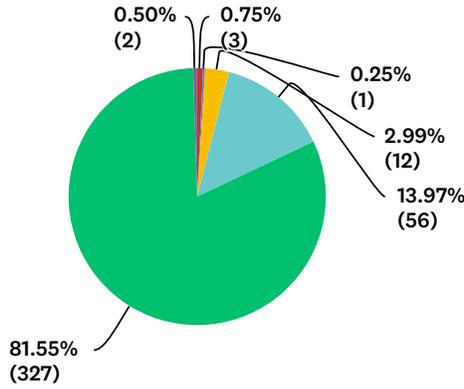
	1 NOT SATISFIED NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	1.00%	3.48%	6.47%	23.63%	65.17%	0.25%	402	4.49
	4	14	26	95	262	1		

BASIC STATISTICS					
Minimum		Maximum	Median	Mean	Standard Deviation
1.00		5.00	5.00	4.49	0.84

Rider Satisfaction Survey 2019

Q10 Operator conduct (i.e. friendly, knowledgeable) Conducta del operador (es decir, amigable, bien info)

Answered: 401 Skipped: 14



■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 4
 ■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

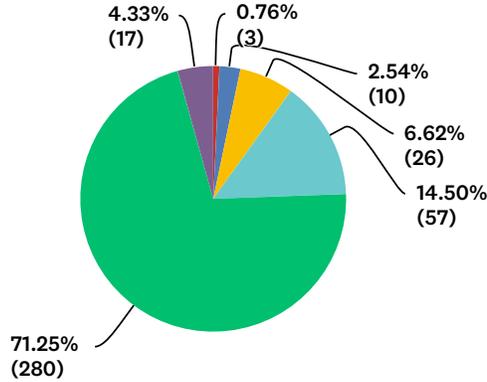
	1 NOT SATISFIED NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	0.75%	0.25%	2.99%	13.97%	81.55%	0.50%	401	4.76
	3	1	12	56	327	2		

BASIC STATISTICS					
Minimum		Maximum	Median	Mean	Standard Deviation
1.00		5.00	5.00	4.76	0.59

Rider Satisfaction Survey 2019

Q11 Ease of payment, if any Facilidad de pago, si la hay

Answered: 393 Skipped: 22



■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 4
 ■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

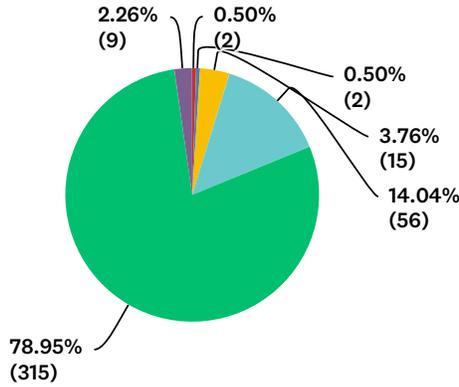
	1 NOT SATISFIED NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	0.76% 3	2.54% 10	6.62% 26	14.50% 57	71.25% 280	4.33% 17	393	4.60

BASIC STATISTICS					
Minimum	Maximum	Median	Mean	Standard Deviation	
1.00	5.00	5.00	4.60	0.80	

Rider Satisfaction Survey 2019

Q12 Quality of service for cost to ride Calidad de servicio por costo de viaje

Answered: 399 Skipped: 16



■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 4
■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

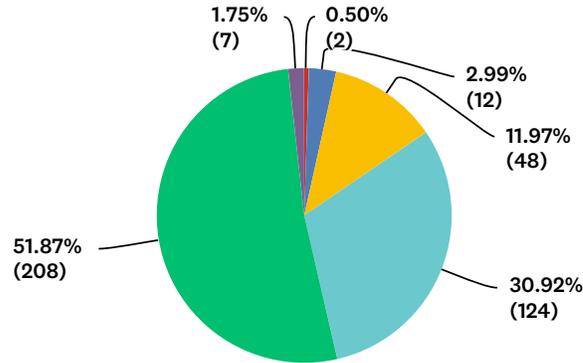
	1 NOT SATISFIED NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	0.50%	0.50%	3.76%	14.04%	78.95%	2.26%	399	4.74
	2	2	15	56	315	9		

BASIC STATISTICS					
Minimum		Maximum	Median	Mean	Standard Deviation
1.00		5.00	5.00	4.74	0.60

Rider Satisfaction Survey 2019

Q13 Clarity of information from SMART Claridad de información de SMART

Answered: 401 Skipped: 14



■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 4
 ■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

	1 NOT SATISFIED NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	0.50%	2.99%	11.97%	30.92%	51.87%	1.75%	401	4.33
	2	12	48	124	208	7		

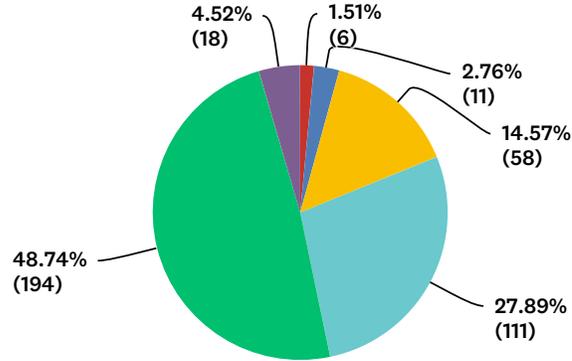
BASIC STATISTICS

Minimum	Maximum	Median	Mean	Standard Deviation
1.00	5.00	5.00	4.33	0.84

Rider Satisfaction Survey 2019

Q14 Frequency of notifications Frecuencia de notificaciones

Answered: 398 Skipped: 17



■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 4
 ■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

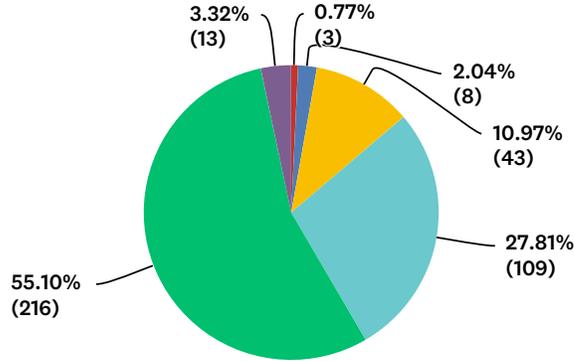
	1 NOT SATISFIED NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	1.51%	2.76%	14.57%	27.89%	48.74%	4.52%	398	4.25
	6	11	58	111	194	18		

BASIC STATISTICS					
Minimum	Maximum	Median	Mean	Standard Deviation	
1.00	5.00	5.00	4.25	0.93	

Rider Satisfaction Survey 2019

Q15 Accuracy of information Precisión de la información

Answered: 392 Skipped: 23



■ 1 Not Satisfied No Satisfecho
 ■ 2
 ■ 3
 ■ 4
■ 5 Completely Satisfied Completamente Satisfecho
 ■ N/A

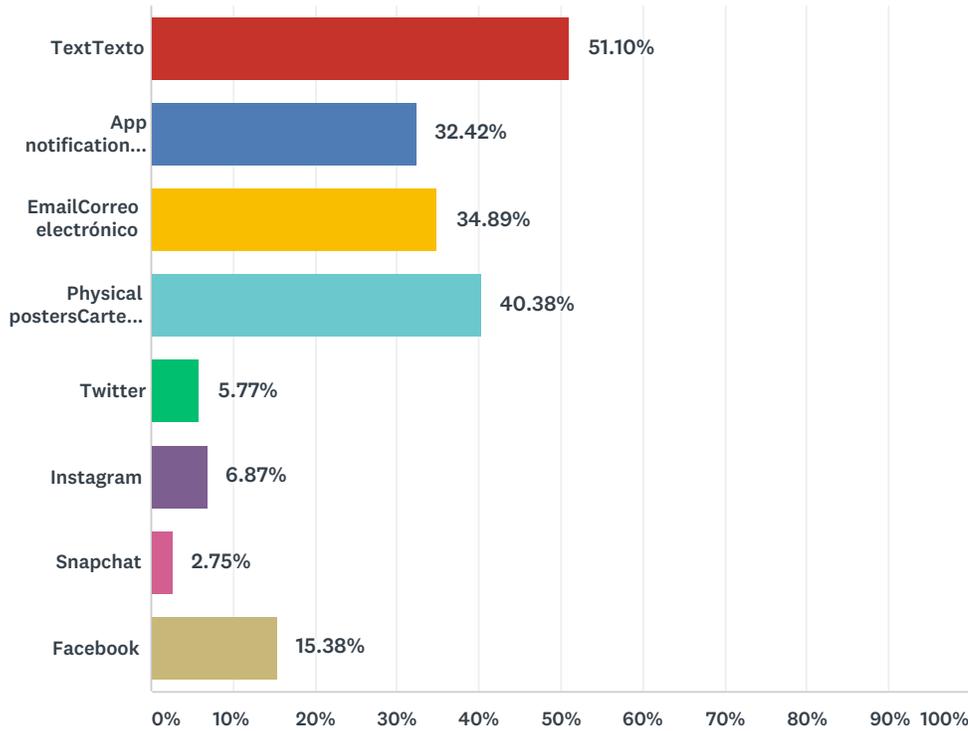
	1 NOT SATISFIED NO SATISFECHO	2	3	4	5 COMPLETELY SATISFIED COMPLETAMENTE SATISFECHO	N/A	TOTAL	WEIGHTED AVERAGE
Ranking	0.77% 3	2.04% 8	10.97% 43	27.81% 109	55.10% 216	3.32% 13	392	4.39

BASIC STATISTICS					
Minimum	Maximum	Median	Mean	Standard Deviation	
1.00	5.00	5.00	4.39	0.83	

Rider Satisfaction Survey 2019

Q16 Communication preference for service alerts. Check all that apply.
Preferencias de comunicación para alertas de servicio. Marque todo lo que corresponda.

Answered: 364 Skipped: 51

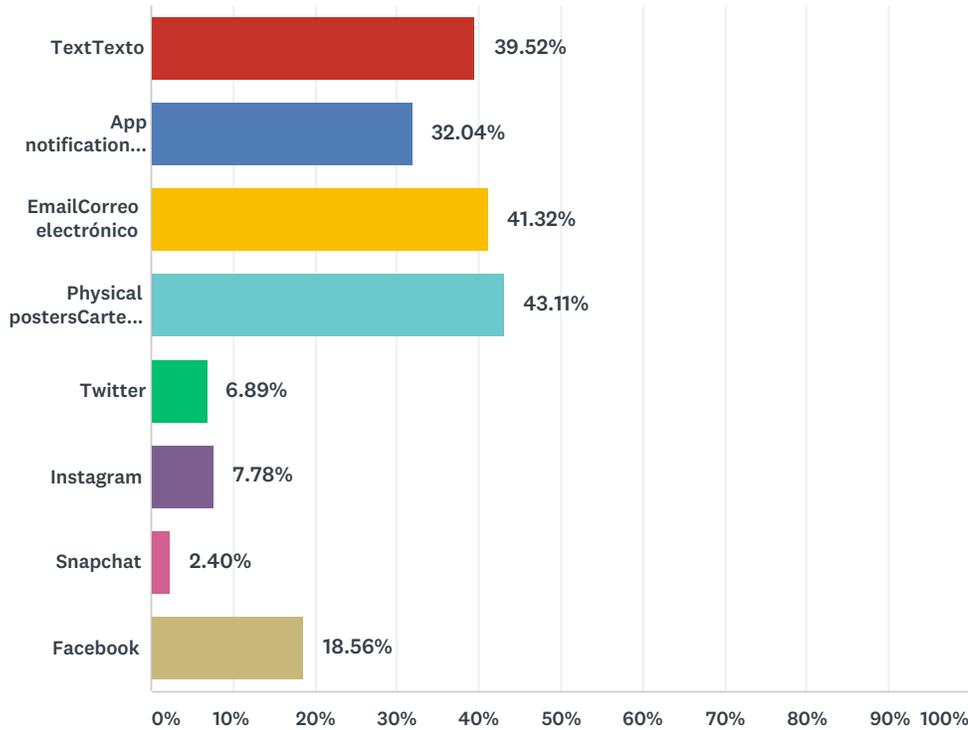


ANSWER CHOICES		RESPONSES		
Text (1)		51.10%	186	
App notification (2)		32.42%	118	
Email (3)		34.89%	127	
Physical posters (4)		40.38%	147	
Twitter (5)		5.77%	21	
Instagram (6)		6.87%	25	
Snapchat (7)		2.75%	10	
Facebook (8)		15.38%	56	
Total Respondents: 364				
BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	8.00	3.00	3.14	2.04

Rider Satisfaction Survey 2019

Q17 Communication preference for SMART events (i.e. Rider Appreciation Days, Bike Month). Check all that apply. Preferencia de comunicación para eventos de SMART (es decir, días de apreciación de los pasajeros). Marque todo lo que corresponda.

Answered: 334 Skipped: 81



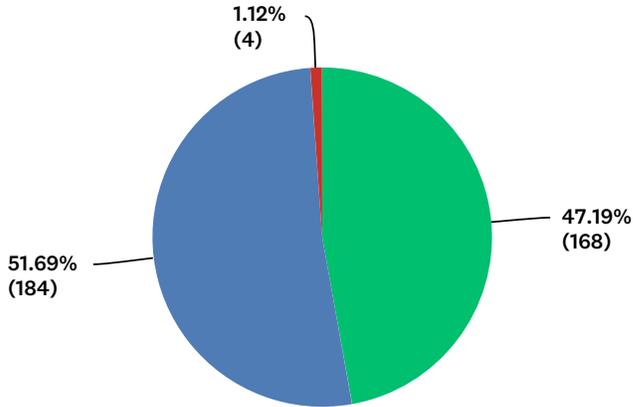
ANSWER CHOICES	RESPONSES
Text (1)	39.52% 132
App notification (2)	32.04% 107
Email (3)	41.32% 138
Physical posters (4)	43.11% 144
Twitter (5)	6.89% 23
Instagram (6)	7.78% 26
Snapchat (7)	2.40% 8
Facebook (8)	18.56% 62
Total Respondents: 334	

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	8.00	3.00	3.37	2.05

Rider Satisfaction Survey 2019

Q18 Does this service:

Answered: 356 Skipped: 59



■ Exceed your expectations
 ■ Meet your expectations
 ■ Not meet your expectations

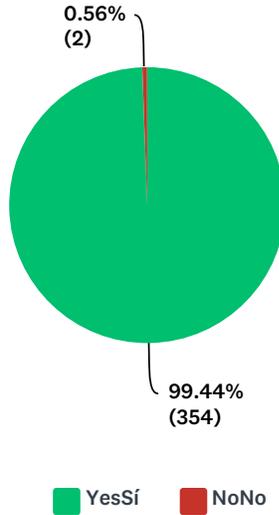
ANSWER CHOICES	RESPONSES	
Exceed your expectations	47.19%	168
Meet your expectations	51.69%	184
Not meet your expectations	1.12%	4
TOTAL		356

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	3.00	2.00	1.54	0.52

Rider Satisfaction Survey 2019

Q19 Would you recommend SMART to family and friends? Usted recomendaría a SMART a su familia y amigos?

Answered: 356 Skipped: 59



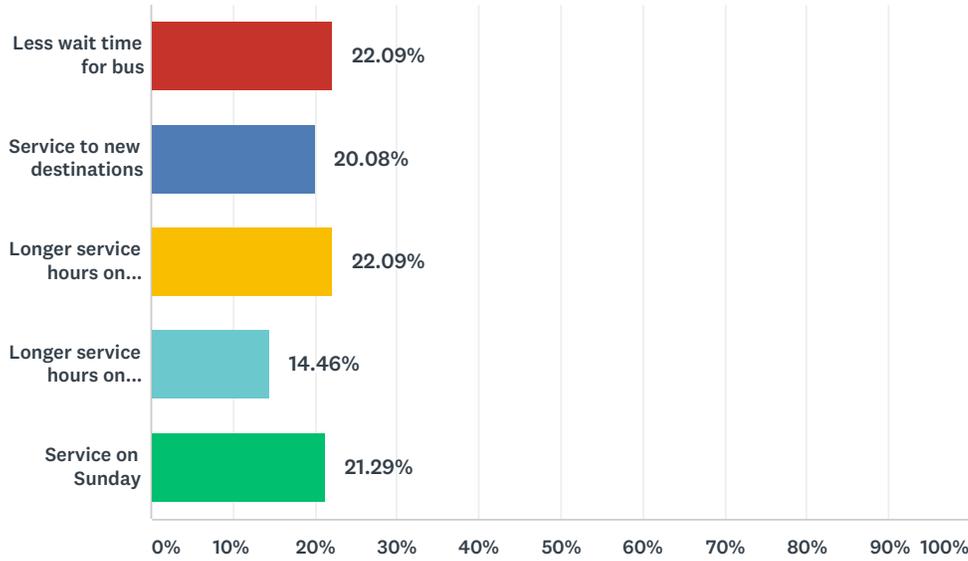
ANSWER CHOICES	RESPONSES	
YesSí (1)	99.44%	354
NoNo (2)	0.56%	2
TOTAL		356

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	2.00	1.00	1.01	0.07

Rider Satisfaction Survey 2019

Q20 For future service enhancements, what is your highest priority?
Select only one.

Answered: 249 Skipped: 166



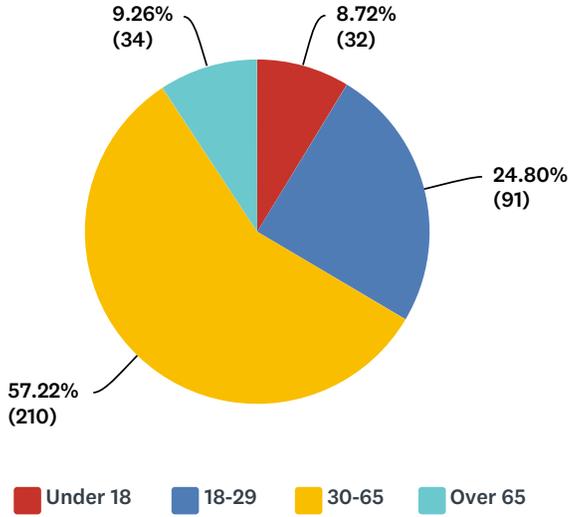
ANSWER CHOICES	RESPONSES	
Less wait time for bus	22.09%	55
Service to new destinations	20.08%	50
Longer service hours on weekdays	22.09%	55
Longer service hours on Saturday	14.46%	36
Service on Sunday	21.29%	53
TOTAL		249

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	5.00	3.00	2.93	1.44

Rider Satisfaction Survey 2019

Q21 What is your age?

Answered: 367 Skipped: 48



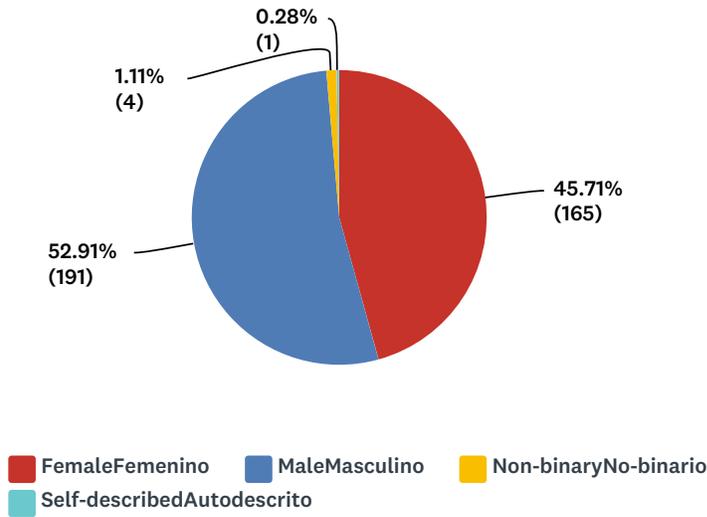
ANSWER CHOICES	RESPONSES
Under 18	8.72% 32
18-29	24.80% 91
30-65	57.22% 210
Over 65	9.26% 34
TOTAL	367

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	4.00	3.00	2.67	0.76

Rider Satisfaction Survey 2019

Q22 Select the option the best represents your gender. Seleccione la opción que mejor representa su género:

Answered: 361 Skipped: 54



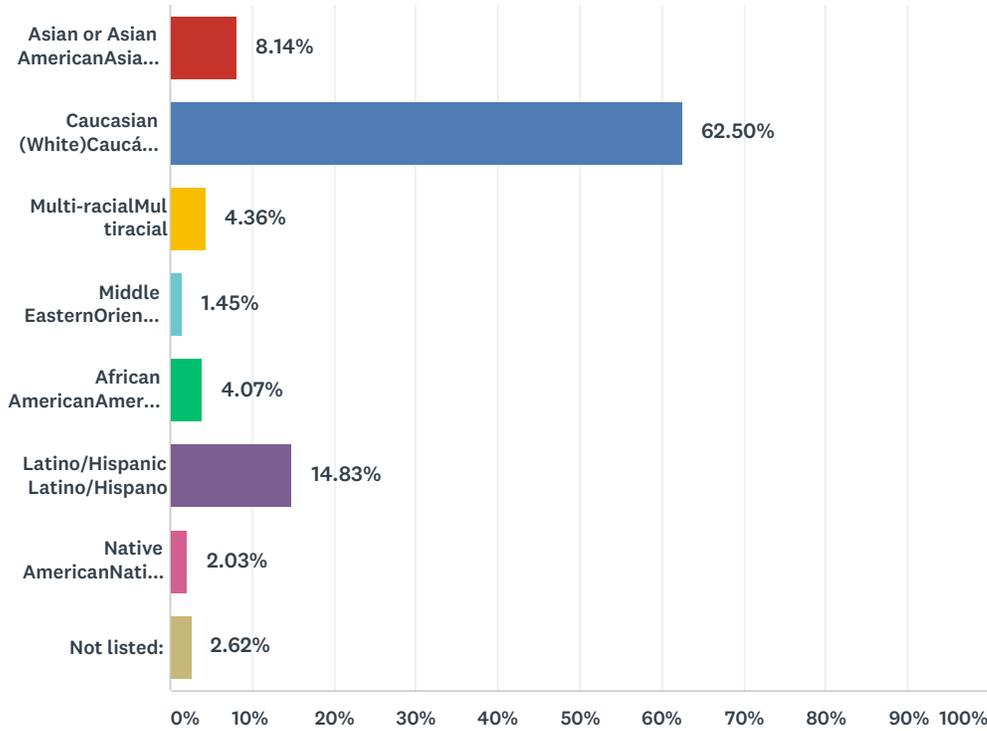
ANSWER CHOICES	RESPONSES	
FemaleFemenino (1)	45.71%	165
MaleMasculino (2)	52.91%	191
Non-binaryNo-binario (3)	1.11%	4
Self-describedAutodescrito (4)	0.28%	1
TOTAL		361

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	4.00	2.00	1.56	0.53

Rider Satisfaction Survey 2019

Q23 To which racial or ethnic group(s) do you most identify? Con cual raza o etnicidad se identifica usted mas?

Answered: 344 Skipped: 71



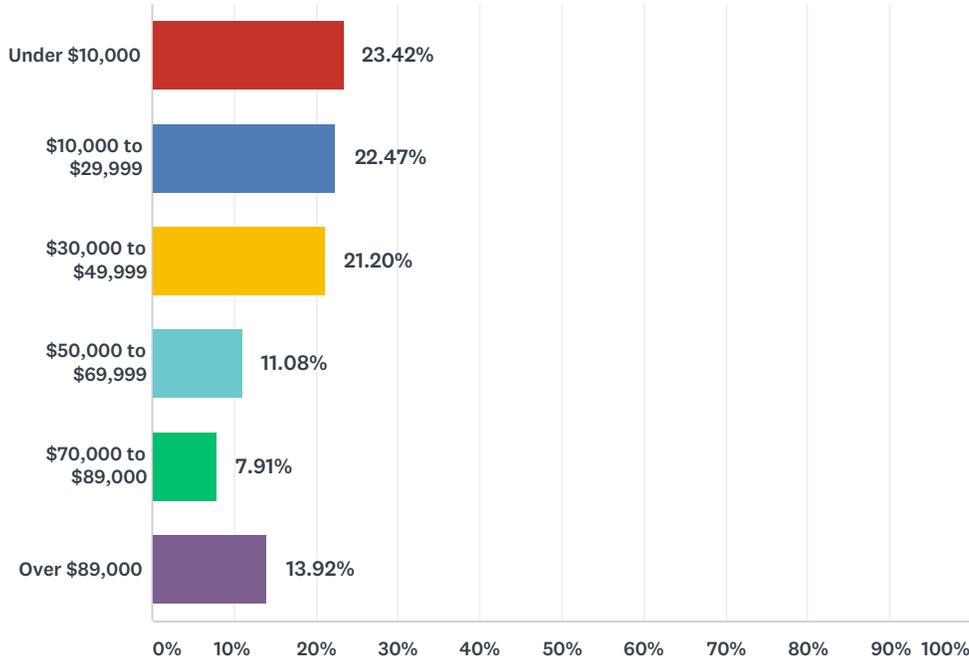
ANSWER CHOICES	RESPONSES	
Asian or Asian AmericanAsiático/Isleño Pacífico (1)	8.14%	28
Caucasian (White)Caucásico (2)	62.50%	215
Multi-racialMultiracial (3)	4.36%	15
Middle EasternOriente Medio (4)	1.45%	5
African AmericanAmericano Africano (5)	4.07%	14
Latino/HispanicLatino/Hispano (6)	14.83%	51
Native AmericanNativo Americano (7)	2.03%	7
Not listed: (8)	2.62%	9
TOTAL		344

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	8.00	2.00	2.97	1.85

Rider Satisfaction Survey 2019

Q24 What is your annual income?

Answered: 316 Skipped: 99



ANSWER CHOICES	RESPONSES	
Under \$10,000	23.42%	74
\$10,000 to \$29,999	22.47%	71
\$30,000 to \$49,999	21.20%	67
\$50,000 to \$69,999	11.08%	35
\$70,000 to \$89,000	7.91%	25
Over \$89,000	13.92%	44
TOTAL		316

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	6.00	3.00	2.99	1.69

Rider Satisfaction Survey 2019

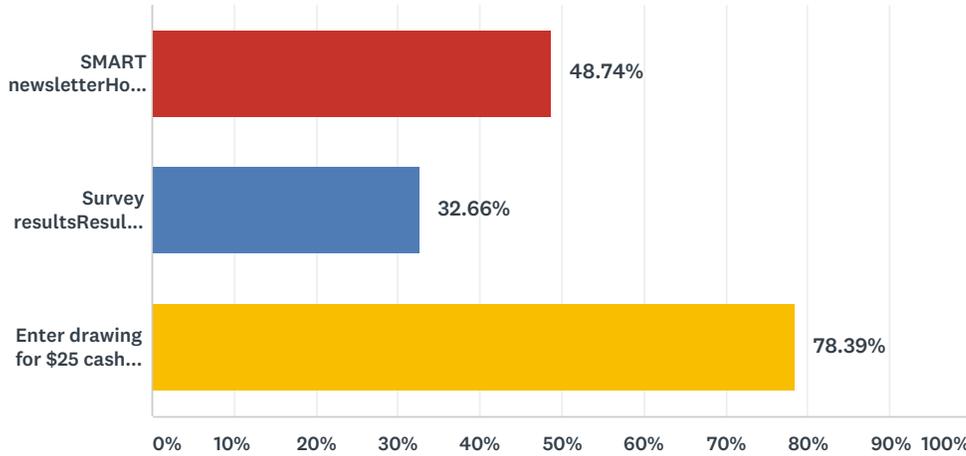
Q25 Home zip code:Codigo postal:

Answered: 328 Skipped: 87

Rider Satisfaction Survey 2019

Q26 Check any or all of the boxes below to receive **Marque todos los que quiera recibir...**

Answered: 199 Skipped: 216



ANSWER CHOICES	RESPONSES	
SMART newsletterHoja informativa de SMART (1)	48.74%	97
Survey resultsResultados de encuesta (2)	32.66%	65
Enter drawing for \$25 cash card or bus passEntrar en el sorteo para un premio de \$25 (3)	78.39%	156
Total Respondents: 199		

BASIC STATISTICS				
Minimum	Maximum	Median	Mean	Standard Deviation
1.00	3.00	2.00	2.19	0.87

Rider Satisfaction Survey 2019

Q27 Email or phone:Correo electronico o telefono:

Answered: 237 Skipped: 178

Rider Satisfaction Survey 2019

Q28 Additional comments:Comentarios adicionales:

Answered: 146 Skipped: 269



**CITY COUNCIL MEETING
STAFF REPORT**

Meeting Date: December 2, 2019		Subject: Residential Sidewalk Repair Program	
		Staff Member: Holt Cazal, Code Compliance Coordinator	
		Department: Administration	
Action Required		Advisory Board/Commission Recommendation	
<input type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 st Reading Date: <input type="checkbox"/> Ordinance 2 nd Reading Date: <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable Comments: N/A	
Staff Recommendation: Staff will present information on a purposed sidewalk repair grant program.			
Recommended Language for Motion: N/A			
Project / Issue Relates To:			
<input checked="" type="checkbox"/> Council Goals/Priorities: Maintain High Quality Infrastructure; Safe, Livable, and Engaged Community	<input type="checkbox"/> Adopted Master Plan(s):	<input type="checkbox"/> Not Applicable	

ISSUE BEFORE COUNCIL:

Should the City create sidewalk repair reimbursement program that helps property owners pay for a damaged sidewalk?

EXECUTIVE SUMMARY:

The City of Wilsonville recognizes that the maintenance and repair of sidewalks within the city is necessary to protect the health, safety, and welfare of residents and visitors. According to Wilsonville Code Section 2.220, the adjacent property owner is responsible for the maintenance and repair of their sidewalk.

Wilsonville aims to grow, nurture, and protect its street trees, maintaining the City's status as a "Tree City USA". However, the roots of street trees often cause sidewalk damage.

The Residential Sidewalk Repair Reimbursement Program was developed in recognition of the inherent conflict between tree roots and sidewalks, and the accompanying financial burden these public policies place upon property owners.

EXPECTED RESULTS:

Authorizing the sidewalk repair program will provide financial incentive to residential property owners to repair sidewalks damaged by street tree roots.

TIMELINE:

If approved by Council, the Residential Sidewalk Repair Reimbursement Program could begin as soon as January 1, 2020.

CURRENT YEAR BUDGET IMPACTS:

Proposed budget for the first year of the Sidewalk Repair Reimbursement Program is \$10,000. Funds will come from the General Fund with an anticipated supplemental budget request to follow.

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 11/27/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 11/27/2019

COMMUNITY INVOLVEMENT PROCESS:

The Residential Sidewalk Repair Reimbursement Program will be advertised through the Boones Ferry Messenger and the City website. Staff will also do direct outreach to problem areas throughout the City and to residents who have previously contacted the City.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Property owners will receive financial relief in the sidewalk repair process, thereby incentivizing proactive sidewalk maintenance to ensure for a safer and more aesthetically pleasing community. Property owners will benefit from a reduced financial burden.

ALTERNATIVES:

The alternative is to maintain the status quo, wherein the City informs the resident of the hazardous sidewalk and provides them with a deadline to complete repairs. Under the current system, the property owner is 100 percent responsible for all repair costs.

CITY MANAGER COMMENT:

This would be a new program for the City and as such a new burden on the City's General Fund. Staff is not certain what the level of demand would be for this grant program. Therefore, the initial funds proposed for this program could increase or decrease in future years depending on demand, and funding availability.

ATTACHMENTS:

1. Residential Sidewalk Repair Reimbursement Program Guide

Residential Sidewalk Repair Reimbursement Program Guide

Program Background

The City of Wilsonville recognizes that the maintenance and repair of sidewalks within the city is necessary to protect the health, safety, and welfare of residents and visitors. According to Wilsonville Code Section 2.220, the adjacent property owner is responsible for the maintenance and repair of their sidewalk.

Wilsonville aims to grow, nurture, and protect its street trees, maintaining the City's status as a "Tree City USA". However, sidewalk damage is often caused by the roots of street trees.

The Residential Sidewalk Repair Reimbursement Program was developed in recognition of the inherent conflict between tree roots and sidewalks, and the accompanying financial burden these public policies place upon property owners.

Eligibility

1. Applications will only be accepted for sidewalks along public streets, plus replacing the trees along the sidewalk if approved by the Planning Department through the applicable permit.
2. Property-owners may only apply for one reimbursement for one property in a calendar year.
3. First-time applicants will be given priority over previous applicants.
4. Applications must be received and approved by the City before the work begins. Retroactive applications will not be accepted.
5. Program is only available for use with residential properties.
6. Work must be completed within 90 days of application approval. If this deadline is not able to be met, applicant may apply for a one time extension as determined by the City. Applicant must contact the City at least 14 days prior to the work deadline if an extension is necessary.

Allocation of Funds

1. Reimbursable funds may only be used for the repair or replacement of existing sidewalks that have been damaged by the roots of street trees, including tree removal and replacement as approved by the Planning Department through the applicable permit.
2. Property-owners are responsible for obtaining and complying with the conditions of the City's right-of-way permit for jobs that require sidewalk replacement. All repairs to sidewalk sections must comply with pertinent City construction standards.



3. In order to access funds, property-owners must obtain three competitive bids. The maximum reimbursement will be 50% of the lowest bid or 50% of the actual invoiced amount, whichever is less, regardless of who the property-owner chooses for the work, subject to a cap of \$1,500 per application.
4. For grinding or patching, the maximum grant reimbursement will be 50% of the invoiced cost, subject to a cap of \$500.
5. All grant awards and reimbursements will be made on a first-come, first-served basis, subject to the availability of funds in the approved City Budget. Once the budgeted amount has been expended, no further applications will be approved.
6. The lack of sufficient funds to cover the number of applications received by the City in any given year will not excuse the property-owner from the responsibility of maintaining the adjoining sidewalk in a safe condition nor create any liability to the City for any unsafe sidewalks.
7. The annual program budget will be allocated an equal amount each quarter of the fiscal year. Any remaining funds from the previous quarter will roll over to the next quarter. Remaining funds at the conclusion of the fiscal year shall not roll over to the following year, in an effort to encourage citizens to take a proactive stance towards the state of their sidewalk.
8. Application must be approved prior to the commencement of work; retroactive permits shall not be considered.

Procedures

Step 1. Before the work begins. Property-owner submits application form with competitive bids.

Applications may be emailed to sidewalk@ci.wilsonville.or.us or mailed to City Hall Attn: Sidewalk Repair Grant Program 29799 SW Town Center Loop E Wilsonville, OR 97070. Applications must be signed by the owner of the subject property and have copies of bids attached.

Step 2. City confirms reimbursement eligibility and approves application. Work begins.

Upon verification that the sidewalk has been damaged by the roots of protected trees, the Sidewalk Repair Reimbursement Application may be approved, subject to available funds, and the homeowner will be notified that the work may proceed. Completed right-of-way permit applications must accompany the Sidewalk Repair Reimbursement Application, along with a check for the non-reimbursable permit fee (\$150 or 7% of the total cost – whichever is higher) and three written estimates from contractors. The work must then be completed within 90 days. If the work is unable to be completed within the 90 days due to unforeseen circumstances, the

applicant may request a one-time extension as determined by the City. Applicant must contact the City at least 14 days prior to the work deadline if an extension is necessary.

Step 3. Work is completed. Property-owner pays contractor then submits reimbursement request with final invoice.

After the work has been completed, the homeowner must submit the actual invoice from the contractor along with a signed Sidewalk Repair Reimbursement Request form. Upon approval by the City, the grant funds will be disbursed in the amount of 50% of the invoice or 50% of the lowest bid for jobs requiring a permit subject to a maximum of \$1,500, or 50% of the invoice amount subject to a maximum of \$500 for grinding or patching work.

Questions:

Contact cazel@ci.wilsonville.or.us

DRAFT

CITY COUNCIL ROLLING SCHEDULE

Board and Commission Meetings 2019

Items known as of 11/27/19

December

DATE	DAY	TIME	EVENT	LOCATION
12/4	Wednesday	6:30 p.m.	Library Board	Library
12/9	Monday	6:30 p.m.	DRB Panel A	Council Chambers
12/11	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
12/16	Monday	7:00 p.m.	City Council Meeting	Council Chambers
12/23	Monday	6:30 p.m.	DRB Panel B	Council Chambers

January

DATE	DAY	TIME	EVENT	LOCATION
1/6	Monday	7:00 p.m.	City Council Meeting	Council Chambers
1/8	Wednesday	6:00 p.m.	Planning Commission	Council Chambers
1/13	Monday	6:30 p.m.	DRB Panel A	Council Chambers
1/22	Wednesday	6:30 p.m.	Library Board	Library
1/23	Thursday	7:00 p.m.	City Council Meeting	Council Chambers
1/27	Monday	6:30 p.m.	DRB Panel B	Council Chambers

Community Events:

- 12/4** Holiday Tree Lighting at Town Center Park, 5:30 p.m.
- 12/13** Last Day of Toy Drive at Parks & Rec. Administration Building, ends at 5:00 p.m.
- 12/19** Information Session: Community Enhancement 2020 Project Cycle at the Library, 5:30 pm – 7:30 pm
- 12/24** Library closes at 2:00 p.m. in observance of Christmas Eve.
- 12/25** City Offices closed in observance of Christmas.
- 1/1** City Offices closed in observance of New Year's Day.
- 1/3** First Friday Films at the Library, 6:00 pm – 8:00 p.m.
- 1/20** City Offices closed in observance of Martin Luther King Jr. Day.
- 1/28** History Pub at McMenamin's Old Church, 6:30 p.m. – 8:00 p.m.
- 2/7** First Friday Films at the Library, 6:00 pm – 8:00 p.m.
- 2/17** City Offices closed in observance of Presidents' Day.
- 2/25** History Pub at McMenamin's Old Church, 6:30 p.m. – 8:00 p.m.

All dates and times are tentative; check the City's online calendar for schedule changes at www.ci.wilsonville.or.us.



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: December 2, 2019</p>	<p>Subject: Resolution No. 2773 Authorizing the City Manager to Execute a Professional Services Agreement with OBEC Consulting Engineers for Phase 1 - Preliminary Engineering Design Services for the I-5 Pedestrian Bridge project (CIP No. 4202).</p> <p>Staff Member: Zachary J. Weigel, P.E., Capital Projects Engineering Manager</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1st Reading Date: <input type="checkbox"/> Ordinance 2nd Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>	
<p>Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities: Goal H3: Develop strategies for building the I-5 Pedestrian Bridge</p>	<p><input checked="" type="checkbox"/> Adopted Master Plan(s): Transportation System Plan (BW-09); Town Center Plan (IN.1)</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement for Phase 1 – Preliminary Engineering Design Services with OBEC Consulting Engineers (OBEC) in the amount of \$1,384,592.86 for survey, design, permitting, acquisition support, and public engagement for the I-5 Pedestrian Bridge (CIP #4202) project.

EXECUTIVE SUMMARY:

The I-5 Pedestrian Bridge project (Project) will construct a safe, non-vehicular bridge crossing of Boones Ferry Road, Interstate 5, and Town Center Loop West, directly connecting the Villebois neighborhood and WES/SMART Central transit to the Wilsonville Town Center. The Project is identified as a high priority in the 2013 Transportation System Plan. As part of the Town Center Plan adoption in May 2019, the community identified the Project as one of four framework projects for achieving the Town Center vision, further elevating the Project's priority. In addition, the community identified the need for the bridge landing in Town Center to incorporate a community gathering space in the form of a bridge landing plaza that is included as part of the Project design work.

On February 10, 2017, the City of Wilsonville obtained a \$1.55 million Regional Flexible Fund Allocation (RFFA) federal grant through Metro for the design of the I-5 Pedestrian Bridge project. With approval of Resolution No. 2696 on July 16, 2018, City Council entered into an Intergovernmental Agreement (IGA) with Metro, exchanging the federal grant funds with overmatch local dollars on the already federally funded Kinsman Road Extension project. This fund exchange allowed the City to keep the grant funding, but remove the federal requirements from the I-5 Pedestrian Bridge project. As part of the IGA, the City agreed to complete design of the Project using the exchanged local dollars before September 2021.

In response to the City's advertisement for professional engineering services, one proposal was received by the August 27, 2019 due date. Staff evaluated the submitted proposal and determined OBEC Consulting Engineers as qualified to perform engineering design services for the Project.

This Project (Phase 1) begins the preliminary engineering design, public engagement, and permitting process for the bridge and gateway plaza. A contract amendment with OBEC Consulting Engineers for Phase II - advance (90%) engineering design work will follow completion of the Phase I work. Should construction funding be identified and budgeted before completion of the work, further contract amendments with OBEC Consulting Engineers is anticipated for Phase III – final engineering design plans and construction documents and Phase IV – construction engineering services.

EXPECTED RESULTS:

OBEC Consulting Engineers will provide engineered design plans and construction specifications for the I-5 Pedestrian Bridge and Town Center Gateway Plaza making the project ready for bid and construction.

TIMELINE:

The Phase 1 preliminary engineering design work for the Project is expected to be complete by September 2020. The Phase II advance engineering (90%) design work is expected to be complete by September 2021, meeting the timeframe agreed to in the fund exchange IGA with Metro.

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for FY19/20 includes \$4,000,000 in Transportation SDCs for CIP project #4202. The contract amount for Phase 1 – Preliminary Engineering Design Services is \$1,384,592.86, with the total design work for Phase 1 and Phase 2 estimated at \$2.25 million dollars, within the budget amount for the Project. This project was anticipated in the City's five-year capital improvement plan and will carry into the next fiscal year. The remaining budget is intended to begin to accrue funds to pay for project construction in future years.

Resolution No. 2773 Staff Report

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 11/19/2019

LEGAL REVIEW / COMMENT:

Reviewed by: BAJ Date: 11/27/2019

It is important to recall that a landing location on the West side of I-5 has not yet been identified or acquired so assume that will occur as the design work is being done.

COMMUNITY INVOLVEMENT PROCESS:

The pedestrian and bikeway bridge was identified as a high priority project through the last major update to the Wilsonville Transportation System Plan, which included an extensive community involvement process. Likewise, the RFFA grant process included a public review and comment period in which the project garnered positive feedback from the community. In addition, the Town Center Plan included a robust and inclusive public outreach process where the Bridge Project was identified as a key framework project with extensive community support.

There will be additional opportunities to participate in the design of the Bridge Project and Gateway Plaza, which has multiple activities scoped and will be further outlined in a Public Engagement Plan for the project. Activities will include a public kickoff event, engagement at the community-wide Block Party, online surveys, stakeholder interviews, focus groups, input opportunities through Let's Talk, Wilsonville!, and pop-up neighborhood events. The engagement plan is designed to reach as broad an audience as possible and to gather the variety of perspectives in the community. It also includes targeted outreach to specific stakeholders more impacted by activity in the Town Center.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

The Bridge Project will provide a safe bike and pedestrian crossing of I-5 that is separated from vehicular traffic with direct access to essential services in the Wilsonville Town Center, SMART Central Station and WES commuter rail, employment areas, and educational resources. The bridge will serve all populations within and around the project area and will help the Town Center become a more vibrant, pedestrian and transit-supportive mixed-use district. Public art and environmental features integrated into the Bridge Project and plaza will help to create an attractive and accessible place for visitors and residents of all ages to shop, eat, live, work, learn, and play. The bridge and plaza investment will exemplify the City's commitment to realizing the community's vision for Town Center and serve as an incentive for private investment.

ALTERNATIVES:

The Project work will include a number of design alternatives regarding bridge landing configuration, bridge alignment, bridge type, gateway plaza design, and an aesthetics package, including design options for retaining walls, lighting, landscaping, storm water treatment, public art, etc. for public feedback and consideration by Planning Commission and City Council.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

1. Resolution No. 2773

Resolution No. 2773 Staff Report

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A. I-5 Pedestrian Bridge Professional Services Agreement

RESOLUTION NO. 2773

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT CONTRACT WITH OBEC CONSULTING ENGINEERS FOR PHASE 1 – PRELIMINARY ENGINEERING SERVICES FOR THE I-5 PEDESTRIAN BRIDGE PROJECT (CAPITAL IMPROVEMENT PROJECT #4202).

WHEREAS, the City has planned, and budgeted for engineering design of Capital Improvements Project #4202, known as the I-5 Pedestrian Bridge project (the Project); and

WHEREAS, the City entered into an intergovernmental agreement (Resolution No. 2696) with METRO for a Federal fund exchange associated with the Project; and

WHEREAS, the City agreed to complete preliminary engineering of the Project by March 2021 as part of the Federal fund exchange; and

WHEREAS, the City solicited proposals from qualified consulting firms for the Project that duly followed the State of Oregon Public Contracting Rules and the City of Wilsonville Municipal Code; and

WHEREAS, OBEC Consulting Engineers submitted a proposal for the Project on August 27, 2019 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and OBEC Consulting Engineers has provided a responsive and responsible proposal for engineering design services.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with OBEC Consulting Engineers for a not-to-exceed amount of \$1,384,592.86, which is substantially similar to **Exhibit A** attached hereto.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 2nd day of December 2019, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

EXHIBITS:

A. I-5 Pedestrian Bridge Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT (CIP #4202)**

This Professional Services Agreement (“Agreement”) for the I-5 Bicycle and Pedestrian Bridge Project (“Project”) is made and entered into on this ____ day of _____ 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **OBEC Consulting Engineers, Inc.**, an Oregon corporation (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the professional services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in

writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed ONE MILLION THREE HUNDRED EIGHTY-FOUR THOUSAND FIVE HUNDRED NINETY-TWO DOLLARS AND EIGHTY-SIX CENTS (\$1,384,592.86), for performance of the Services ("Compensation Amount"). Consultant's rates are set forth on **Exhibit B**, attached hereto and incorporated by reference herein. Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work or any compensation above the amount shown in **Subsection 4.1** requires a written Addendum executed in compliance with the provisions of **Section 17**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. City's Rights and Responsibilities

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in Section 15.

Section 6. City's Project Manager

The City's Project Manager is Zach Weigel, P.E. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

Consultant's Project Manager is Bob Goodrich, P.E. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 10. Subcontractors and Assignments

10.1. Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

10.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

10.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 11. Consultant Is Independent Contractor

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

11.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 17** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions, as provided in **Section 12**. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

12.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the subcontractor furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Consultant's defense obligation as part of this **Section 12.2** means reimbursement of the City's reasonable defense costs, including attorney fees at trial and on appeal, to the extent of Consultant's liability hereunder. If Consultant fails, neglects, or refuses to make prompt payments required under this **Section 12.2**, the City may, but shall not be obligated to, make such payments to the employee and offset the amount of the payment against funds due or to

become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. References to “subcontractor” mean a subcontractor at any tier.

Section 13. Indemnity

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant’s failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City’s requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant’s negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. For those claims based on professional liability (as opposed to general liability or automobile liability), Consultant shall not be required to provide the City’s defense, but will be required to reimburse the City for the City’s reasonable defense costs incurred in any litigation to the extent they are resulting from the negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant’s subcontractors, including their agents, employees, and suppliers.

13.2. Standard of Care. In the performance of the Services, Consultant agrees to use that degree of care and skill exercised under similar circumstances by reputable members of Consultant’s profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant’s re-performance of any Services, even if done at the City’s request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant’s failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 14. Insurance

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant’s activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a

subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

14.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

14.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of the Contract.

14.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

14.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

14.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City,

with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

14.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

14.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 15. Early Termination; Default

15.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

15.1.1. By mutual written consent of the parties;

15.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

15.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

15.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

15.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 19**, for which Consultant has received payment or the City has made payment.

Section 16. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat

said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 18. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 19. Property of the City

19.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

19.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 20. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
 Attn: Zach Weigel, P.E.
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: OBEC Consulting Engineers, Inc.
 Attn: Bob Goodrich, P.E.
 4275 Commercial Street SE, Suite 100
 Salem, OR 97302

Section 21. Miscellaneous Provisions

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

21.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

21.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

21.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

21.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

21.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

21.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

21.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

21.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

21.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

21.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

21.12. Calculation of Time. Except where the reference is to business days, 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 observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

21.13. Headings. Any 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.

21.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

21.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

21.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

21.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

21.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

21.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

21.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

OBEC CONSULTING ENGINEERS, INC.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF WILSONVILLE

By: _____

Bryan Cosgrove

As Its: City Manager

APPROVED AS TO FORM:

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon



EXHIBIT A



I-5 PEDESTRIAN BRIDGE SCOPE OF WORK

Project Scope:

The City of Wilsonville is bisected by Interstate 5, splitting the City into east and west halves with crossings provided by only three existing roadways and one multi-use trail beneath the I-5 Boone Bridge. The I-5 Pedestrian Bridge was identified in Wilsonville's 2006 Bicycle & Pedestrian Master Plan to provide a more centralized, safe pedestrian and bike crossing of I-5, separated from vehicular traffic.

The new bridge crossing will cross over Boones Ferry Road, Interstate 5, and Town Center Loop West, connecting Barber Street to the Wilsonville Town Center. The Project will directly link communities west of I-5 to Wilsonville's Metro designated 2040 Town Center and high-tech employment centers, as well as link communities east of I-5 to the SMART Central Station, the hub of Wilsonville's transit system and south terminus of TriMet's WES commuter rail.

In June 2013, Wilsonville formally adopted the I-5 Pedestrian Bridge as a high-priority standalone pedestrian and bicycle improvement project as part of the Transportation System Plan. The project quickly became a priority for the Wilsonville community, with City Council authorizing conceptual design and cost estimate work, a funding analysis, grant proposals with award of a Metro Regional Flexible Fund Allocation in 2017 for project design, and purchase of a property in the Wilsonville Town Center for the eastern bridge landing. Continued effort on the project was temporarily placed on hold during the Wilsonville Town Center planning work to ensure the bridge project reflected the vision and goals of the Town Center area where the eastern landing of the bridge will be located.

In April 2019, Wilsonville adopted a new long-range plan for the Town Center area that established a community vision for a vibrant, walkable community hub that inspires people to come together and socialize, shop, live, and work. The Town Center is the heart of Wilsonville. It is home to active parks, civic spaces, and amenities that provide year-round, compelling experiences. Wilsonville residents and visitors come to Town Center for shopping, dining, culture, and entertainment.

A key feature of the Town Center Plan is an emerald chain of green spaces that connects people to one another and nature. The emerald chain links Town Center Park and Memorial Park with a connected network of trails, cycle tracks, small plazas and green spaces through the Town Center connecting with the I-5 Pedestrian Bridge and a gateway plaza that welcomes visitors to the Town Center.

As the first implementation project of the Town Center Plan, it is essential that the I-5 Pedestrian Bridge and Gateway Plaza design reflect the community's vision and set the tone for what the Town Center is to become.

The work associated with this Project includes engineering and construction specifications and design plans for a multi-use pathway, bridge, and gateway plaza incorporating art, architectural design, and placemaking with associated roadway and utility improvements, public outreach, natural resource review, permitting, and acquisition support.

The first phase of the design contract will be scoped through the 30% Design submittal. During 30% Design a contract amendment will be processed to include services through 90% Design or bid support, as appropriate.

Organization of Work Tasks:

The following work tasks are provided to develop an effective and comprehensive project delivery plan and provide a basis for the level of effort and design fee required for successful project delivery.



Task 1: Project Management

Consultant shall provide management and coordination for the tasks included in this Scope. Consultant shall manage Services performed by Consultant's staff and sub-consultants. Consultant shall coordinate with the City on work tasks performed by others. Project duration is assumed to be 10 months for the base tasks identified through the 30% Design phase.

1.1 Project Management and Coordination

Consultant shall provide project management and design oversight for the consultant team. Consultant shall prepare and maintain a milestone delivery schedule in Microsoft Project format. Consultant shall maintain a project decision log to collect City design input, document key decisions and track the resolution of design issues. Consultant shall plan and direct Quality processes in accordance with Consultant's existing Quality Management Program (QMP), including the development of a Project Quality Plan (PQP). The PQP will identify the quality control and assurance reviews for each project deliverable. Consultant shall keep the city apprised of work progress, project issues, resolutions and changes affecting the design, schedule or project budget on a regular basis. Consultant shall submit a monthly invoice and progress report. Consultant shall maintain a project file, which must include engineering computations, assumptions, meeting agendas and minutes, working drawings, correspondence and memoranda. For budgeting purposes, the project duration for the scope of services in this contract is anticipated to last no more 10 months.

1.2 Project Meetings

Consultant shall prepare and lead meetings as described below. The purpose of these meetings is to identify and document the Project goals, objectives and design preferences; to establish an efficiency and design quality; to understand approval requirements; and to promote accurate communications between the City and the consultant team. Meetings shall take place at the City's Engineering Services Office or by conference call, as appropriate, except ODOT meetings will be at their offices in Portland. Consultant shall prepare an agenda and a summary for each meeting.

- Project meetings – Up to five Consultant staff shall meet with the City for a kickoff meeting and six periodic meetings, for up to two (2) hours each, to discuss the work plan, project schedule, design criteria, alternatives analysis, project issues, and/or stakeholder engagement.
- 30% design review meeting – Up to five Consultant staff shall meet with the City for up to two (2) hours to discuss review comments on the 30% Design.

1.3 Quality Control

Consultant shall perform senior reviews of the milestone deliverables at 30% according to the PQP and Consultant's Quality Management Program.

Task 1 Deliverables

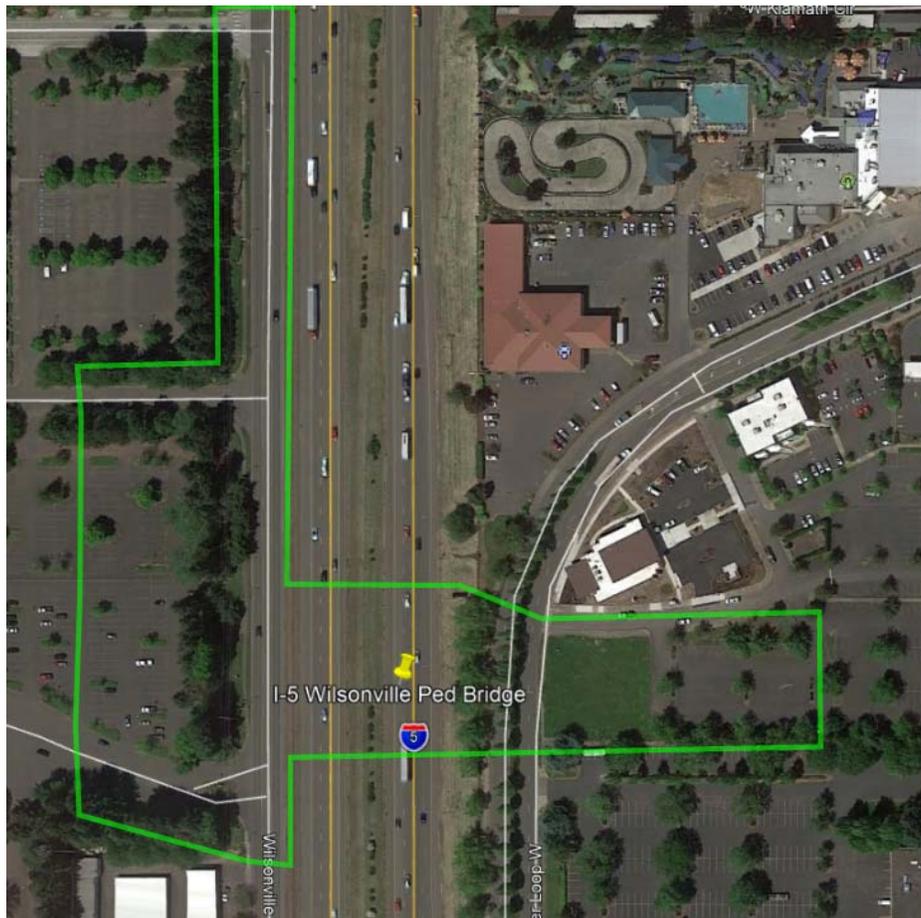
- Decision Log
- Design schedule
- Monthly progress report and invoice
- Meeting agendas and summaries
- QC Checklists at each milestone

Task 2: Survey

Consultant shall complete the surveying needs for the Project. Consultant's surveying shall include establishing a control network, topographic surveying, and filing a Horizontal Control, Monument Recovery and Retracement Survey with the Clackamas County Surveyors Office. This is an English unit Project (International Feet).

All Consultant deliverables shall be reviewed and approved by Consultant's Professional Land Surveyor (PLS), registered in the State of Oregon.

The limits of the survey are as shown in the map below.



2.1 Horizontal and Vertical Control

Consultant shall establish horizontal and vertical control network points according to ODOT or City standards. Consultant shall use the Oregon Coordinate Reference System (OCRS) – Portland Zone, NAD83(2011) Epoch2010. for the horizontal datum and shall use the NAVD 88 for the vertical datum. Consultant shall establish primary geodetic control monuments, (5/8" iron rod with plastic cap) and maintain line of sight throughout the entire Project limits. Consultant shall place these control monuments in locations such that they can be utilized during construction.

Consultant shall run digital level loops to control monuments that are utilized in preparing the Digital Terrain Model (DTM). Consultant shall use strategic points to develop survey DTM in non-critical areas that are no more than one (1) "shot" out from a network control point.

Consultant shall show the control network on the Horizontal Control, Monument Recovery and Retracement Survey filed with the County Surveyor (see task 2.3).

2.2 Location Survey, Base Map, and Digital Terrain Model (DTM)

Consultant shall perform a topographic survey for the project within the survey limits defined above.

Consultant shall survey existing surface features per the ODOT Route Surveying Manual and Base Map Standards, including, but not limited to: face of buildings, fences, utilities, ditches, driveways, structures, culverts, trees, and signs within areas



selected for topographic surveys. Consultant shall survey the existing centerline and edge of pavement with elevations consistent with the Project vertical datum. Consultant shall tie trees 6-inch or larger in diameter at chest height.

Consultant shall gather the field data necessary to show utility locations in the base mapping for the design. Consultant shall request underground utilities to be marked in the field (known as "field locates") within the immediate Project area as identified. Consultant shall use the statewide "One-call" utility notification system and submit a "pre-survey" locate request. All utility operators with buried facilities subscribe to the One-Call system (OUNC-Oregon Utility Notification Center). Consultant shall tie all non-tangent markings, i.e. survey shots shall be of sufficient frequency to accurately record each facility's alignment and deviation.

Consultant shall measure vertically the lowest wires that cross street or road intersections and shall calculate a true elevation of those wires. Consultant shall note this in the field notes.

Consultant shall record all visible utility identifications in the field notes. Such numbers shown on power or telephone poles, vault tags, telephone pedestals (also known as risers), cabinets, meters, fences or screened enclosures for gas regulators, and sanitary sewer pump stations are examples of what is needed for the City or Consultant to communicate with the utility operator, as to what facility may conflict with the Project.

Consultant shall create a Digital Terrain Model (DTM) of the Project site. Consultant's DTM shall depict the actual surface shape in each section. Consultant shall gather topographic data for this Project by techniques consistent with preparing a DTM and National Mapping Standards Accuracies. Consultant shall use a combination of survey data at break lines, features, and spot locations to develop the DTM model. Consultant shall perform the topographic survey to establish the configuration of the ground and the location of natural and fabricated objects.

Consultant shall collect confidence points in accordance with ODOT's "Route Surveying Procedures Manual" from the Survey Operations Unit current edition, with the intent to verify surface modeling within triangles created during development of the DTM surface, striving for intervals of no greater than 200-feet. Consultant shall collect confidence points over the DTM at approximately two-percent (2%) to five-percent (5%) of total points.

Consultant shall produce confidence report to ODOT's standards.

2.3 Horizontal Control, Monument Recovery and Retracement Survey

Consultant shall perform a search of survey records on file with City and County, to reestablish the existing centerlines and rights-of-way.

Consultant shall research deeds and surveys of record. Consultant shall provide tax assessor maps, records of survey and copies of all pertinent deeds used to reestablish the existing right-of-way lines.

Consultant shall survey found property corners, property line fences and the existing edge of pavement to establish the existing road centerlines and rights-of-way. Consultant shall tie at least one (1) Public Land Survey System (PLSS) corner as necessary to show a relationship to the road centerlines. Consultant shall provide at least one (1) PLSS corner tie for right-of-way descriptions and the filing of the survey. Consultant shall tie these monuments to the control network.

Consultant's survey map format shall conform to the latest version of the ODOT's "Survey Filing Maps Standards – Horizontal Control, Recovery and Retracement Surveys"

2.4 Right of Way Base Map

Consultant shall prepare the R/W base map using field survey data, vesting deeds, County assessor plats, subdivision plats, General Land Office plats, existing County R/W drawings, County record of surveys, road dedications, and road vacations.



Consultant shall create coordinate correct mapping features in the “Design” model. The R/W base map must include the existing property lines, General Land Office lines (GLO), property owners’ names with deed recording numbers, the R/W centerline, R/W boundaries, access control lines, Project design centerlines, survey monuments, reference points. Consultant shall show the names of any features such as subdivisions, roads, streets, or rivers in the file. Consultant shall label each survey monument with a description and its coordinates or referenced in a table. Each centerline must include Engineer’s Stationing, curve data, bearings, and coordinates.

2.5 Descriptions and Exhibit Maps

Consultant shall order Preliminary Title Reports and prepare R/W files and easements and exhibit maps for up to three (3) files.

2.6 Staking for Acquisition

Consultant shall provide staking of right-of-way or easements for acquisition viewing. Each parcel shall be staked one (1) time only. The staking shall be immediately before the Right of Way Agent starts the actual negotiations with the property owners. Right of way staking for each file may or may not occur at the same time depending on the availability of the right of way agent and appraisers.

Task 2 Deliverables

- Horizontal and vertical control network data incorporated into Task 2.3
- One (1) scanned copy of field notes
- Copy of the electronic CADD Files Location Base Map in AutoCAD format with Civil3D DTM
- All files for the network control points in electronic (ASCII) format
- Electronic field files
- Confidence Point Report
- Electronic files of all listing kits, survey research and tax maps
- Final electronic copy of filed Horizontal Control, Monument recovery and Retracement Survey” data
- R/W Base Map
- Legal right-of-way descriptions and right-of-way exhibit maps for acquisition by the City

Task 3: Public Engagement

Consultant shall perform and manage the public engagement plan and efforts. Consultant shall work closely with the City to prepare and execute the plan.

3.1 Vision and Goals Document

Using the information gathered during the public kickoff and online survey (see Task 3.5), Consultant shall develop a brief memorandum that identifies the goals and measures of success that will be used to develop and evaluate the bridge and plaza alternatives. This will also be rooted in, and acknowledge, the work that has preceded this phase of the project (Bike & Pedestrian Connectivity Plan, Town Center Plan). Goals and measures of success will be provided in matrix format. Consultant shall submit a draft memorandum to the Wilsonville PM for review prior to finalization. The Vision and Goals will be a key component guiding this project and will be affirmed by the Planning Commission and City Council.

3.2 Public Engagement Plan

Consultant shall develop a Public Involvement and Communications Plan (PICP) that identifies the tools, techniques and anticipated timing for major events during the project. This PICP will provide specific direction on the following public engagement elements:

- Provide information on expected content and results of major events related to this project
- Identify the expected social media and outreach support and timing using the City’s existing social media platforms and “Let’s Talk, Wilsonville!”



- Stakeholder and business meetings
- Project public kickoff event
- Public open house and content for online preference survey
- Anticipated citywide Block Party materials and exercises
- Content for online survey's associated with the public kickoff and Block Party events
- Planning Commission and City Council work sessions, briefings, and hearings

Consultant shall coordinate with the Wilsonville PM to collaborate with, as possible, existing events within the City and the major tasks of the project. The goal of this scheduling is to take advantage of existing City activities to attract larger audiences. The PICP will also identify which consultant team members and City staff are assumed to be present at project events, meetings, and other in-person events.

3.3 Public Information Materials

Consultant shall provide outreach tools as part of an outreach toolkit. The outreach toolkit will include substantive components needed to conduct a pop-up or other outreach activities. Consultant will assist City staff in identifying the best timing and events for the pop-up outreach activities. Toolkits will include the following items:

- Boards for up to three pop-up events, to occur at different points in the project. Consultant assumes the City will staff the events;
- Up to three FAQ sheets;

Consultant shall develop up to four visualizations of plaza and bridge alternatives using SketchUp or similar tool. Consultant shall incorporate existing Town Center visualization models as appropriate to show connections to adjacent development and connections to the Emerald Chain.

3.4 Stakeholder Meetings

Consultant shall coordinate with the City to identify up to five individual or small group meetings to be interviewed by the Consultant, including at least one event facilitated in Spanish. The goal of these meetings is to engage people who could have a significant influence on the project, either directly as adjacent land or business owners. The stakeholder meetings may include representatives from City Council and Planning Commission, local neighborhood and community groups, and ODOT, to be determined by City and the consultant team. The City will lead the scheduling of these meetings. Interviews are anticipated to take up to an hour each and will be documented with notes from each meeting prepared by Consultant and combined into one summary document.

3.5 Public Kickoff, Online Surveys and Citywide Block Party

Public Kickoff

Consultant shall organize, with City assistance securing meeting location(s) and other logistics, a public discussion to identify design goals and measures of success for the project and develop potential concepts for the bridge and plaza design, including direction on art elements and amenities. Consultant shall use the Town Center Plan as the basis for the workshop discussion for the plaza. The outcomes of the meeting will provide direction on design and function of major elements, including how this project is incorporated into the larger Town Center vision. Consultant shall compile a PowerPoint of results that can be posted to the project website.

In conjunction with the public workshop, Consultant shall develop an online visual preference survey that will ask respondents a series of questions related to bridge design, plaza materials and amenities and other information necessary to assist the City and Consultant in developing the plaza design. Consultant shall develop the survey content in Word and accompanying graphics, if any, for City staff to upload onto the City's online platform. Consultant shall first develop an



outline for the Wilsonville PM's review prior to assembling the draft survey and shall complete one round of revisions prior to providing materials to the City for online posting. Consultant assumes that both the City and Consultant will analyze survey results. Consultant will provide a brief summary of the results.

Citywide Block Party/Online Survey

Consultant shall coordinate with the City to develop materials and interactive activities for the annual Citywide Block Party to gather input on the preliminary designs for the project. Up to three Consultant team members will attend the event. Consultant shall also develop a brief online survey that will be available to the general public and event attendees (Consultant assumes it can use City tablets) to identify priority design elements. City will prepare an online survey summary, with assistance from the Consultant. Consultant assumes that both the City and Consultant will analyze survey results. Consultant will provide a brief summary of the event and survey results.

3.6 Planning Commission and City Council Meetings

Consultant shall prepare for and attend up to three Planning Commission work sessions to gather input and assist in developing a recommendation to City Council on design preferences and overall direction on the bridge and plaza design.

Consultant will prepare for and attend up to three City Council meetings to provide project updates and gather input on the bridge and plaza design.

For each meeting, Consultant shall prepare a PowerPoint presentation of the appropriate aspects and features of the project. Up to 3 consultant staff shall attend each meeting.

Task 3 Deliverables

- Vision and Goals Document
- PICP
- Website and social media updates
- Public Information Toolkit
- Visualizations
- Stakeholder meetings and summaries
- Online preference survey
- Public workshop, with summary
- Citywide Barbeque, with summary.
- Online prioritization survey
- Present at Planning Commission and City Council meetings

Task 4: Environmental Documentation & Permitting

Consultant shall perform background research and field investigations. Consultant shall prepare reports and applications to secure permits and approvals from ODOT and regulatory agencies.

4.1 Transportation Management Plan (TMP)

Consultant shall prepare a draft Project-level TMP per the requirements of the ODOT TMP Guidance Document located on ODOT's web page. Consultant's TMP shall include: work zone traffic analysis, construction staging, work zone restrictions, detours, mitigation measures, public involvement program, and concurrence from MCTD on the staging approach and lane restrictions, which requires a freight mobility checklist. Where freeway and street closures and detours are anticipated, Consultant shall, in coordination with ODOT, build consensus for a recommended detour route. A Work Zone Decision Tree must be developed and used throughout design to fully evaluate traffic mitigation strategies. A brief narrative describing temporary pedestrian access routes will be included as part of the TMP.



Consultant shall coordinate with Agency MCTD through the ODOT project lead to minimize impacts to freight mobility. Activities shall include:

- Initial contact with MCTD to discuss the requirements for freight movement along the route in order to develop screening criteria for the options under evaluation.
- Subsequent meeting (one) with MCTD if design alternatives are being considered that do not meet MCTD requirements. This must be done in order to collaborate on a solution as part of the accepted mobility practices.
- One (1) additional meeting with MCTD to finalize staging approach.
- Getting concurrence from MCTD and the stakeholders on an acceptable staging approach and documenting this for the Project design and construction.

Assumptions:

- Temporary and permanent vertical clearance will meet ODOT mobility requirements for high clearance NHS

C4.1.1 I-5 Closure and Detour Traffic Analysis (CONTINGENCY)

If authorized by the Agency, consultant shall prepare a I-5 closure and detour traffic analysis memorandum that summarizes potential I-5 closure windows for installation of the proposed pedestrian bridge. Consultant shall make one (1) field visit to review of existing field transportation conditions at the adjacent interchanges and ramps that would be used for the proposed detour. Potential or desired detour will be provided by the agency and could include Wilsonville Road, Stafford Road, Elligsen Road, etc.

It is assumed that all traffic volumes and classification information for I-5 and adjacent City streets will be provided by the agency. Operations analysis will be performed at up to six intersections identified by the agency.

Consultant shall prepare a draft memorandum, with the sections listed below, summarizing the results of the findings. Based on comments from the Agency on the draft memorandum, a final memorandum must be prepared.

- Project Purpose
- Existing weekday and weekend hourly volume profiles on I-5
- Recommended I-5 closure windows that minimize traffic impacts
- Detour traffic analysis at intersections identified by agency
- Identification of potential impacts and delays

4.2 Historic Baseline Report

Consultant shall prepare a Historic Resources Baseline report for the project area. Consultant shall review the State Historic Preservation Office (SHPO) Historic Sites Database and conduct an on-site survey for historic-period structures (greater than 50 years of age) adjacent to and within the Area of Potential Effect (APE) that may be affected by Project. Consultant shall make recommendations for any additional work.

4.3 Phase 1 Archaeology Report

Consultant shall conduct a background research which includes a review of records and reports from SHPO and from other sources, as available. Pertinent materials relating to the environmental setting, ethnographic context, and Euroamerican settlement history of the project area will also be reviewed in order to assess the potential for resources to be present within the project area that have not been previously recorded. Consultant will also review historical maps such as General Land Office and early USGS topographic quadrangles, and review other documents to determine whether a resource is likely within the project area.

Consultant shall conduct a pedestrian field survey within the APE, including areas where ground will be disturbed by Project construction. The pedestrian survey will use transects spaced approximately 15 to 20 meters (50 to 66 feet) apart, as appropriate, to determine if archaeological resources are present on the ground surface.



Consultant shall obtain all required excavation permits and conduct subsurface exploratory probing in the APE. Shovel test excavations will be in areas where ground surface visibility is low and will concentrate in the areas where impacts are to occur. Up to 20 shovel tests will be excavated within the APE. Shovel tests will be dug by hand, will be 30 centimeters (cm) (12 inches [in]) in diameter, and excavated to a minimum depth of 50 cm (20 in) below the surface where possible. Hand-operated buck augers (15 cm [6 in] in diameter) may be used to determine whether deeply buried deposits are present. Excavated sediments will be screened through ¼-in mesh hardware cloth.

The results of the background research and archaeological survey fieldwork will be documented in a draft and final report. The report will include a summary of the project description, summary of the background review, field survey and shovel testing methods and results, and recommendations to address the resources if resources are found. An archaeological resource form will be appended to the report, if resources are found.

Assumptions:

- No archaeological resources will be identified and therefore no documentation of archaeological resources will be needed or collected.

C4.3.1 Phase 2 Archaeology Fieldwork and Report (CONTINGENCY TASK)

If a cultural resource site has been identified during the Phase 1 study, then a Phase 2 investigation may be required to establish National Register of Historic Places (NRHP) eligibility. Archaeological investigations under this task include establishing vertical and horizontal site boundaries. Consultant shall prepare and submit an application for an archaeological excavation permit. The City's approval of the contingency is required before fieldwork is conducted.

Consultant shall excavate up to four (4) 50x50 cm (20x20 in) square quarter test units within the recorded site boundary. The quarter test units will be excavated to a minimum depth of 50 cm (20 in) below the surface where possible. The soils excavated from the quarter test units will be screened using ¼- and ⅛-in mesh nested hardware cloth.

Artifacts found during the excavations will be collected as required under the archaeological excavation permit. Collected artifacts will be curated at the University of Oregon Museum of Natural and Cultural History (OMNCH).

The results of the archaeological survey fieldwork will be documented in a draft and final Phase 2 technical report. The report will include a summary of the project description, summary of the background review, field survey and shovel testing methods and results, and recommendations to address the NRHP-eligibility of the site tested. Tables, photographs, an artifact catalog, and an updated resource forms will be appended to the report.

4.4 Environmental Site Assessment, Phase 1 & 2

4.4.1 Hazardous Materials Corridor Study

Consultant shall prepare a Hazardous Materials Corridor Study (HMCS) for the West Approach, Bridge Main Span, and Gateway Plaza. The HMCS will identify potential sources of contamination that could impact the Project. The HMCS will review the records listed below and make conclusions based on the data. Consultant work conducted for the HMCS will be in general conformance with the All Appropriate Inquiries Final Rule (AAI Rule) per 40 CFR 312, ASTM Standard Practice for Environmental Site Assessments (ASTM E 1527-13) within the Project API (Area of Potential Impact) and according to generally accepted environmental procedures as outlined below:

- "Hazardous Waste Guide for Project Development" (1990), by the American Association of State Highway and Transportation Officials (AASHTO) Special Committee on Environment, Archaeology and Historic Preservation.
- "ODOT Hazmat Program Procedures Guidebook," 2010, Oregon Department of Transportation.
- "Level 1 Corridor Study" report template, Oregon Department of Transportation.



HMCS Report:

Consultant shall review available federal and State environmental databases to identify sites that could potentially impact the project, using the following minimum search radii:

Environmental Database	Search Radius
State-Equivalent NPL List (ECSIS)	0.5 mile
Oregon Permitted Landfill List	0.5 mile
State Leaking (L) UST List	0.25 mile
Federal RCRA Generators List	Site and Adjoining
State Fire Marshal’s Spill Response List	Site and Adjoining
State Certified UST List	Site and Adjoining

Consultant shall prepare a HMCS report summarizing the information obtained through the following tasks:

Physical Setting Sources. The physical setting sources must include (when available) a current U.S. Geological Survey (USGS) 7.5-minute topographic map and geologic, hydrologic, and soil information.

Historical Research. The resource (or combination of resources) selected will, if possible, provide historic information regarding land use for at least the past 50 years and include one or more of the following resources: Sanborn Fire Insurance Maps, historical aerial photographs, reverse city directories, historic property ownership/occupancy records, or building permits.

Environmental Database Search. Review previous environmental reports and available federal and state environmental records for hazardous waste generators, documented leaking or permitted underground storage tanks (USTs), sites with known or suspected releases, landfill sites, and Superfund sites using government web-based databases or using a commercial database search report.

Site Reconnaissance. Conduct a visual reconnaissance from public rights-of-way and other areas accessible to the general public. Consultant is not allowed to enter private property or contact the property owners without a permit of entry supplied, signed, and approved by agency.

HMCS Report. Prepare a Draft HMCS report summarizing the information obtained through the scope of services defined above; the HMCS report must include a description of field observations, information from state and federal environmental databases, historic land use, a scaled map showing the location of all identified potential sources of contamination, copies of historic data, copies of state and federal databases, and any other relevant documentation. It must include opinions and conclusions about the conditions observed in and adjacent to the API, prepare an Initial Site Assessment Checklist according to AASHTO and ODOT guidelines; provide photographs documenting Project corridor observations, and include recommendations for additional studies or investigations if appropriate. The report must include conclusions that identify specific sources of contamination that could impact the Project or the proposed construction work. The final report must be developed based upon the Client’s review comments.

Consultant shall review pertinent records that may be made available as they relate to the environmental condition of the project corridor.



Consultant shall assess if soil sampling is necessary to determine if soil excavated from the project corridor shall meet DEQ clean fill screening levels for contaminants-of-concern, potentially including pesticides, herbicides, metals, polynuclear aromatic hydrocarbons, petroleum hydrocarbons, and solid waste.

Consultant shall prepare a HMCS report summarizing the information obtained through the activities listed above, using ODOT's Corridor Report Template available at: https://www.oregon.gov/ODOT/HWY/GEOENVIRONMENTAL/Pages/guidance_resources.aspx. The report shall include photographs documenting project corridor observations. The report must include conclusions that identify specific sources of contamination that could impact project construction and recommendations for further investigation, if needed.

Assumptions:

- The Project corridor can be treated as a single property.
- The HMCS will not include sampling of soil, water, air, or other media; laboratory analysis of any material; inspection for asbestos, lead-based paint, or other hazardous building materials; evaluation for the presence of radon gas; or a chain of title.

C4.4.2 Shoulder Soil Investigation (CONTINGENCY TASK)

If recommended in the Hazardous Materials Corridor Study, Consultant shall conduct a shoulder soil investigation to evaluate if these materials along Oregon Department of Transportation (ODOT) right-of-way (ROW) where proposed excavations may occur. Shoulder soil investigation activities will be performed in general accordance with ASTM D 4700-91, *Standard Guide for Soil Sampling within the Vadose Zone*, ASTM D6051-91(2006), *Standard Guide for Composite Sampling and Field Subsampling for Environmental Waste Management Activities*, ASTM D 4220-95, *Standard Practices for Preserving and Transporting Soil Samples*, ASTM D 4823-95, *Standard Guide for Core Sampling Submerged, Unconsolidated Sediments*, U.S. Environmental Protection Agency (EPA) Field Sampling Guidance Document #1215, and Oregon Department of Environmental Quality (DEQ) guidance documents.

Consultant shall prepare a site-specific Shoulder Soil Investigation Work Plan (Work Plan), including Health and Safety Plan (HASP) and Traffic Control Plan (TCP), describing how samples shall be collected. The Work Plan shall describe the number of sampling locations, sample collection, sampling equipment, equipment decontamination, and handling and shipment of samples. The HASP shall be completed in accordance with 29 CFR 1910.120 and OAR 437-02-100 et seq., and all other state and Federal worker health and safety regulations applicable. The HASP should reflect the sampling and characterization activities described in the Work Plan. Shannon & Wilson shall set up a self-regulating traffic control using signs and cones, as described in the 2016 Oregon Temporary Traffic Control Handbook.

Consultant shall submit the draft site-specific Work Plan/HASP/TCP to Agency for review and comment. No field work activities shall proceed until after Consultant has received written authorization (e-mail) from Agency. Consultant shall prepare a draft work plan for review by Agency; comments received will be incorporated into a final Work Plan/HASP/TCP for implementation at the Project location.

For budgetary purposes Consultant anticipates this work plan shall include one (1) day of road shoulder soil sampling on-site. Road shoulder soil samples shall be collected, if present, up to ten (10) feet from the edge of pavement/sidewalk within the proposed bridge alignment. Shoulder soil samples shall be collected at depths of 0 to 0.5 and 1.0 to 1.5 feet below ground surface (bgs) at each sampling location. During shoulder soil investigation field tasks, up to sixteen (16) road shoulder soil samples shall be collected for laboratory analyses. Shoulder soil samples will be laboratory composited into up to four (4) separate groups based on depths.

Samples shall be shipped to Pace Analytical National Center for Innovation & Testing in Mt. Juliet, TN. Consultant shall submit under standard chain-of-custody (COC) protocols and request a standard turn-around time of five to seven (5-7)



business days. Soil samples will be composited and analyzed for:

- Gasoline-range petroleum hydrocarbons by NWTPH-Gx,
- Diesel- and residual-range petroleum hydrocarbons by NWTPH-Dx,
- Volatile organic compounds by EPA Method 8260B,
- Polycyclic aromatic hydrocarbons (PAHs) by EPA Method 8270D-SIM, and
- Resource Conservation and Recovery Act (RCRA) 8 metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) by EPA Methods 6020/7471.

If a shoulder soil sample's total metal concentration exceeds its toxicity trigger value, based on the Rule of 20, follow-up analysis for metal using Toxicity Characteristic Leaching Procedures (TCLP) by EPA Methods 1311/6020/7471 will be conducted. In addition, the two soil samples with the highest total lead concentrations will be further analyzed for TCLP lead by EPA Methods 1311/6020.

Consultant shall prepare a Shoulder Soils Investigation Report summarizing the results of the site-specific investigations. The report shall include the following:

- Field observations, photographs, description of sampling, laboratory reports, and data tables summarizing analytical results.
- Evaluation of the laboratory results versus DEQ's clean fill screening levels and risk-based concentrations for construction and excavation workers.
- Conclusions that identify specific sources of contamination that could impact project construction.

C4.4.3 Geophysical Survey (CONTINGENCY TASK)

If recommended by the Hazardous Materials Corridor Study, Consultant shall conduct geophysical surveys using magnetic survey and ground penetrating radar to determine if underground storage tanks or metallic debris are present. Consultant shall prepare a Geophysical Survey Work Plan describing survey methods and equipment. The work plan should include a traffic control plan, if needed. Consultant shall submit the Geophysical Survey Work Plan to Agency for review and comment. Field survey must not proceed until Consultant has received written authorization (e-mail) from Agency. Agency shall obtain all required permits from the Agency District Permit Office prior to initiating fieldwork activities.

Geophysical surveys must be conducted using the following, or comparable, equipment:

- GEOMETRICS 858G Cesium Vapor Magnetometer (Magnetic Survey)
- Mala RAMAC Ground Penetrating Radar System with a 250 MHz antenna (GPR Survey)
- Schonstedt GA52 Magnetic Gradiometer
- Aqua-Tronics A6 Pipe & Cable locator
- Heath Sure- lock Pipe & Cable locator
- Geophysical Survey Systems SIR 2000

Measuring wheels may be used for positioning. Magnetic data must be processed and contoured to produce magnetic maps for each survey location. The magnetic maps must be plotted at a contour interval sufficient to detect underground tanks. Where potential underground storage tanks are identified by the magnetic survey, Consultant must conduct ground penetrating radar surveys to assess the size and number of tanks.

The results of the geophysical surveys must be presented in a summary report that describes the survey objectives, site location, equipment used, procedures, and results. The report must include maps showing the locations of magnetic anomalies relative to property boundaries and the project corridor.



4.5 Pre-Permitting Environmental Review

Consultant shall obtain and review existing information, walk the site, and review applicable statutes and regulations. Coordinate and communicate with City regarding environmental tasks and assumptions, verify schedule, and estimate impacts of proposed alternatives. Participate in two (2) environmental meetings for the Project including an environmental kick-off meeting with the City and Project Team to discuss Project design; potential areas of impacts; and avoidance, minimization, and conservation measures.

Consultant shall perform a field visit and conduct a visual inspection/walk-through of the Project API to determine the presence or absence of potential wetlands and waters and their potential connectivity to other waters of the state or United States. Consultant shall prepare a Wetland/Waters Scoping Memorandum that contains documentation of existing site conditions to determine whether on-site features are jurisdictional. If wetlands or waters are to be avoided, Consultant shall label surveyed wetlands as “No Work Zones” on the Project plan sheets. If wetlands or waters cannot be avoided and a Wetland Delineation Report or any permits are necessary due to impacts, an amendment to this contract will be required.

4.6 No Effect Memorandum

Consultant shall review existing database information from the U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and the Oregon Biodiversity Information Center (ORBIC) for information regarding Endangered Species Act (ESA)-listed plant and animal species that may occur within the project study area. The Consultant shall also review the habitat requirements of those ESA-listed species and determine whether suitable habitat is present. The Consultant shall conduct a site visit to document the quality of the habitat and potential for species presence within the project study area. If necessary, the Consultant shall contact biologists from NMFS, USFWS, and the Oregon Department of Fish and Wildlife (ODFW) to discuss habitat conditions within the project study area.

Based on the results of the database review and site visit, the Consultant shall prepare a “No Effect” memorandum that will describe the project, provide a summary of those ESA-listed species potentially found within the study area, and document those species and/or their suitable habitats that will not be affected by the proposed project.

4.7 Utility Coordination and Relocation

Review Utility Data and On-Going Coordination

Consultant shall identify and locate utilities within the Project limits, initiate contacts with utilities, and coordinate relocations needed for construction of the Project. This work includes, but is not limited to, coordinating and collecting utility-provided three-dimensional location of any underground utilities that may conflict with the Project work, and coordinating with the utility owners to resolve those potential conflicts.

Assumptions

- Up to seven (7) franchise and three (3) public utilities may be present within the Project area.
- Anticipated utilities are: AT&T Corp, Clackamas Co DOT, Comcast Cable Comm, City of Wilsonville, Electric Lightwave, Inc., Frontier Communications, MCI, NW Natural, and PGE
- Overhead utilities will be placed underground as part of the project.

Existing utility information gathered will be included in the topographic base map provided in Task 2

Consultant will maintain record of communications with each utility that is determined to have utilities within the Project limits.

Utility Coordination Meetings

Consultant shall schedule, attend and document on-site meetings with potentially affected utilities. Consultant attendance at a maximum of two (2) site meetings is anticipated.

Assumptions

- No utility kickoff meeting will be required
- All seven franchise utilities may require relocation



Notification Letters and Utility Certification

For each utility found in potential conflict with the proposed design, Consultant shall prepare a Utility Conflict Notification Letter informing the affected utility of the potential conflict and the need to relocate/adjust the utility facility and required timing of relocation. Utilities within the Project area that are not affected shall be sent Project Notification Letters to document avoidance.

Consultant shall work with affected utilities to verify a relocation plan that is not in conflict with the Project. Once the Consultant has confirmed the relocation plan with each utility, Consultant shall send a Timing Requirements Letter to each affected utility. When Consultant has made proper arrangements with each utility owner, to either clear the right of way of their utility facilities prior to construction or for relocation to occur during construction so as to not delay the contractor, Consultant shall send confirmation to the City.

Assumptions

- No utility design will be completed under this task.

4.8 Arborist Review and Recommendations

Fieldwork

One site visit to perform Visual Tree Assessment on existing trees measuring 6" and larger in diameter. Collect inventory data including species, diameter, crown radius, general condition and windthrow resistance of individual trees.

Prior to the tree inventory fieldwork, a site plan will be provided depicting the project boundaries and location of individual trees with survey point number labels. Approximately 100 trees will be tagged with survey point numbers by the survey crew. All property access permissions will be arranged by the Client; trees will be reasonably accessible for evaluation.

Data Analysis & Coordination

Develop an Excel spreadsheet containing the tree inventory data and prepare a tree survey mark-up to highlight trees by general condition and include notes regarding preliminary tree plan recommendations and to identify survey discrepancies, if any. Submit data and mark-up. Coordinate with Agency to develop recommendations for tree removal and protection.

Tree Maintenance and Protection Plans

Review site plan iterations at 30%, 60% and 90% Plans and final construction documents in terms of potential impacts to existing trees. Following each review, recommendations to remove or protect existing trees will be updated in the tree inventory data. Prepare and submit tree protection notes to be included on construction documents. Calculate the required mitigation based on proposed tree removal.

Assumptions:

WDC Section 4.600.40.01(C) provides that City utility or road work in easements, rights-of-way or public lands is exempt from tree removal requirements, although mitigation is required on a tree-for-tree basis when trees at least 6" diameter are planned for removal. Therefore, no written arborist report is required; submittals are limited to the tree inventory data in spreadsheet format, site plan review comments when needed and tree protection notes in Word format.

4.9 ODOT Coordination and Approvals

Project work within ODOT right-of-way will require an appropriate approach road permit under OAR, Chapter 734, Division 51 and/or a miscellaneous permit under OAR, Chapter 734, Division 55. Consultant shall coordinate with ODOT per Exhibit A for each listed discipline as follows:



Permanent construction such as bridge piers in the median are anticipated in ODOT right of way. This will necessitate work to protect the pier in the median, such as barrier or cable barrier, as it is within the clear zone. This additional work will trigger roadway, traffic and bridge approvals from ODOT.

Signing -- Consultant shall evaluate if the new bridge obstructs existing I-5 signing. It is not anticipated that existing signing will be affected by the project. No modifications to ODOT signage is included.

Traffic Control – Consultant shall coordinate with ODOT and MCTD to obtain concurrence on the TMP prepared in Task 4.1

Hydraulics – Stormwater design is not anticipated to outfall into ODOT right-of-way or facilities.

Geology and Geotechnical – Consultant shall utilize the report prepared in Task 5 to obtain concurrence on geotechnical aspects of the project that are within or adjacent to ODOT right-of-way.

Environmental – Consultant shall utilize the cultural resource and hazardous material tasks in Task 4 to obtain project clearances from ODOT. Environmental disciplines not scoped in this contract are not anticipated to affect approval.

Erosion Control – City's 1200-CN permit is anticipated to satisfy these requirements.

Signals – No signals are anticipated to be affected or constructed.

Right of way – City staff is acquiring project right-of-way. Effects to or acquisition of ODOT property will be led by the City. Consultant shall support City on design-related questions throughout the acquisition process.

Utilities – No utilities are anticipated to be affected or constructed

Illumination – All illumination installed will be maintained by the City.

Consultant shall prepare an [APPLICATION AND PERMIT TO OCCUPY OR PERFORM OPERATIONS UPON A STATE HIGHWAY](#). Consultant shall submit engineering design plans, with the permit application to the ODOT Project Coordinator. Consultant shall address ODOT's comments on the application and revise the application up to one time.

Consultant shall meet with ODOT at one of their Portland offices up to six times for an initial kickoff meeting, to present at the Mobility Advisory Committee, and to address ODOT comments on the project design or the permit application. Each meeting will be attended by up to three Consultant staff and last up to two hours excluding travel time.

Task 4 Deliverables

- Draft and Final TMP, including freight mobility checklist
- Work Zone Decision Tree, to be submitted as part of Task 10
- Draft and Final Historic Resources Baseline report
- Draft and Final Phase 1 Archaeological Resources report
- Draft and Final HMCS
- Utility Conflict Notification Letters or Project Notification Letters, as appropriate
- Timing Requirements Letters for all affected utilities
- Utility relocation confirmation/certification once coordination is complete
- Tree Inventory Data
- ODOT District Permit Application



Contingency Deliverables

- Draft and Final Work Zone Traffic Analysis memorandum
- Draft Phase and Final 2 Archaeological Resources report
- Site-Specific Work Plan/HASP
- Draft and Final Shoulder Soils Investigation Report
- Draft and Final Geophysical Survey work plan
- Draft and Final Geophysical Survey report

Task 5: Geotechnical Investigation

Consultant shall complete borings, laboratory testing, and engineering analysis to support concept and final design of structures including the bridge, retaining walls, and plaza structural features.

5.1 Field Exploration

Consultant shall perform geotechnical field explorations, laboratory testing, and engineering analyses to support the final design of bridge, retaining walls, pavement sections, and infiltration tests. Consultant shall provide final foundation data sheets for the bridge and retaining walls. Consultant shall develop geotechnical investigation in accordance with ODOT Geotechnical Design Manual.

Prior to beginning the field explorations, the Consultant will Prepare a Field Testing Work Plan showing the proposed exploration locations and outlining the drilling and sampling procedures, preliminary laboratory testing plan, and the traffic control plans for borings located in the roadway. No fieldwork is to be performed, other than initial site reconnaissance, until the work plan is reviewed and approved by the City.

Develop a Field Safety Plan (FSP) for fieldwork and Traffic Control Plans (TCPs), if needed, for borings located in the roadway. Both the FSP and TCPs shall be submitted to the City and approved prior to the start of investigation work. The Traffic Control Plans must address single lane closures for activities associated with drilling exploratory borings from the roadway surface and pavement restoration.

Consultant will perform exploration work in accordance with all Federal, State, and Local regulations. Consultant shall obtain the required County and City permits for signal pole borings within the ROW.

Consultant shall complete a subsurface exploration program that consists of the following:

- I-5 Ped Bridge - Advance a total of three borings to a depth of approximately 75 feet below ground surface (bgs). Borings will be completed with a truck mounted rig. One boring at I-5 median area will be performed during night time. All three boring will require traffic control.
- Retaining Walls - Advance two borings to a depth of approximately 50 feet bgs for retaining wall design. Borings will be completed with a truck mounted rig. Traffic control will be required for these two borings.
- Infiltration Tests – Perform up to 4 hand borings to depths of between 3 and 5 feet bgs at the proposed locations of stormwater facilities to perform the infiltration tests in accordance with the appropriate City standards.

Field explorations will be conducted during daytime and nighttime hours using a truck-mounted drill rig as described above. Drilling will be conducted using mud rotary drilling techniques. Soil samples will be obtained at 2-1/2 foot to 5-foot intervals using either a standard penetration sampler or a thin-walled Shelby tube. No rock coring is anticipated for the project. The borings will be abandoned and backfilled according to Oregon Water Resources Department regulation.

Assumptions:

- The City will negotiate, acquire, and provide all necessary site access and any necessary right of entry permits for the borings located at private properties to the Consultant, based on Consultant's Subsurface Exploration Work Plan.
- The subsurface material is not contaminated, and no testing will be performed to investigate the possible presence of toxic or hazardous materials and petroleum products.



- Consultant will acquire the necessary ODOT and City ROW permits.
- Signal pole borings are not required for this project.
- The field explorations schedule will be confirmed within one week of approval of the Filed Exploration Work Plan.

5.2 Laboratory Testing

Consultant shall perform laboratory tests on disturbed and undisturbed soil samples obtained from the explorations to characterize the subgrade soils and to develop soil properties for the bridge foundations, retaining walls, and infiltration system design. The laboratory testing program may consist of up to thirty moisture content tests; ten Atterberg limits tests, ten sieve analysis tests, one one-dimensional consolidation test, and two corrosion potential analytical tests.

5.3 Geotechnical Design Analysis

Consultant shall perform analyses of the field and laboratory test data to develop geotechnical design and construction recommendations for bridge and retaining wall. Consultant shall conduct the geotechnical analyses and design in accordance with most current version of the ODOT Geotechnical Design Manual, and AASHTO and FHWA design guidelines. The following engineering items will be analyzed and evaluated:

- ODOT Code-based site-specific Seismic hazard evaluations including ground motions and liquefaction-induced seismic hazards;
- Bridge foundation alternatives and design recommendations; three foundation alternatives including spread footing, driven piles, and drilled shafts will be evaluated; develop the design recommendations for the preferred alternatives including vertical and lateral resistances of the foundations.
- The bridge approach Retaining wall design recommendations including bearing resistance, wall global stability, and lateral resistance design parameters.
- Three Geotechnical Data Sheets (GDS) including one GDS for bridge, and two GDSs for retaining walls.

5.4 Pavement Design

Assumptions:

- City will provide standard pavement section.

5.5 Geotechnical Design Report

Consultant shall prepare a draft geotechnical design report for the project for Agency, and the City to review and comment. A final report will be developed based upon the City review comments. The final design geotechnical report will summarize all field explorations and engineering analyses and provide recommendations for design and construction of the bridge and retaining walls. Consultant will attend one meeting to discuss results and conclusions presented in the draft design report with design team.

Task 5 Deliverables

- Field Exploration Work Plan
- Draft and Final Geotechnical and Draft Geotechnical Data Sheets.

Task 6: Bridge Type, Size, and Location Report

Consultant shall prepare bridge concepts and support public engagement process in selecting the preferred bridge type. Consultant shall prepare a report summarizing the engineering analysis and public engagement process for selecting the preferred bridge type. Consultant shall closely coordinate the bridge concepts and TS&L with the Gateway concepts developed in Task 7.



6.1 Concept Design for Bridge and Retaining Walls

Consultant shall prepare up to three (3) main span(s) bridge type concepts. The approaches to the main span(s) will be a combination of bridge structures and retaining walls. The structure types investigated will be “signature” bridge types with a shallow depth over I-5 such as through arches and cable-supported bridges. Consultant shall complete a qualitative comparative of the bridge type concepts that includes cost, aesthetics, constructability, mobility and overall impacts. Consultant shall summarize this information in a Bridge Concepts Memo. Stock photos of the bridge types evaluated will be included in the memo and made available for Public Meetings. No renderings will be prepared.

Following City review of the Bridge Concepts Memo, the City will select two concepts to advance for Task 6.2.

6.2 Type, Size, and Location Report

Consultant shall advance the design development of the main span structure types selected in Task 6.1. Refinement of the design shall address additional information available and incorporate City comments on the Bridge Concepts Memo.

Consultant shall consider up to three different approach configurations at the landing east of Town Center Loop and the landing west of Boones Ferry Road. For each main span bridge and its respective preferred approaches, Consultant shall:

- Complete preliminary design to initially size major bridge components
- Prepare two TS&L level plan sheets: one plan and elevation and one typical section
- Prepare a quantity-base cost estimate
- Develop photo-realistic visualizations
- Refine evaluation of cost, aesthetics, constructability, mobility and overall impacts considered in Task 6.1

Consultant shall prepare a Bridge Type, Size, and Location (TS&L) Report summarizing the initial comparison and the analysis completed as part of this task.

Task 6 Deliverables

- Draft and Final Bridge Concepts Memo
- Draft and Final TS&L Report

Task 7: Gateway Plaza Conceptual Design

Consultant shall prepare up to three plaza concepts and support the public engagement process in selecting the preferred plaza configuration. Consultant shall prepare a report summarizing the analysis and public engagement process for selecting the preferred plaza configuration. Consultant shall closely coordinate the Gateway Plaza concepts with the bridge concepts developed in Task 6. The process for selecting the preferred plaza configuration will include:

Gateway Plaza Design and Coordination Consultant shall convene a half-day team design charrette for the Gateway Plaza using the bridge type selected in Task 6 and to meet the vision and goals of the project.

Draft Gateway Plaza Design Alternatives and Visualizations Consultant will create up to three alternatives for the gateway plaza design and approach, with supporting design examples and visualizations that address approach and plaza size, scale, materiality, orientation, programming needs, and draft public art concepts/themes developed by the artist and Selection Committee, etc. Alternatives will be responsive to the Vision and Goals document generated during Task 3. The City will provide written comments on the alternatives and results from the public engagement process to the design team.

Public art, stormwater, approach and gateway refinement design charrette #2

With understanding of preferred general size, scale, and orientation of plaza and west approach, a second charrette focusing on details of placemaking features will be convened. This half-day charrette will identify preferred locations, scale, and materials for public art and stormwater as combined placemaking features that tell a story about the community and area’s history. The stormwater design team and artist selected in Task 8 will lead aspects of this charrette. The results of the



charrette will inform required changes to the emerging preferred alternative.

Preferred alternative, visualizations, and estimate of probable cost

Consultant will provide drawings that illustrate the project's preferred alternative for the west approach and gateway plaza design. An order of magnitude opinion of probable construction cost will be included with the preferred alternative.

Task 7 Deliverables

- Charrette process graphic, scans of charrette concept graphics
- Plans, sections, visualizations, artist renderings
- PowerPoint presentation

Task 8: Public Art

Consultant shall develop a process to engage the community and incorporate art into the bridge and/or plaza design as an integral part of the overall design.

Public art analysis, incorporation, and acquisition memo

As part of Tasks 3 and 7 Consultant will analyze the range of existing public art in Wilsonville and engage the community to identify potential themes, scales, materials, locations, and related elements appropriate for the new west bridge approach, bridge structure, and gateway plaza design. Consultant shall prepare a summary memo or presentation.

Task 8 Deliverables

- Memorandum on public art analysis, incorporation, and acquisition.

Task 9: Stormwater Analysis

Consultant shall prepare a conceptual stormwater design that complies with local requirements and integrates creative treatment features into the bridge and/or plaza design. Design will reflect the Town Center's Environmental Stewardship goal.

9.1 Conveyance Analysis

Consultant will complete a drainage analysis and flow rate calculations according to the City's design standards. Consultant will delineate the areas of runoff within and tributary to the project area, characterize runoff conditions, discuss existing soil infiltration rates, downstream conveyance capacity, and recommend appropriate stormwater conveyance facilities to address stormwater runoff.

9.2 Alternative Development

MIG will meet with City engineering and maintenance staff to develop a list of BMPs for stormwater management that are acceptable to the City and supported by subsurface geotechnical investigations. Using this list, appropriate BMPs will be applied for each alternative developed by the design team (up to three alternatives); Agency will determine and document overall project drainage requirements based on new and replaced impervious surfaces to meet City requirements and memorialize it in a memo.

- Attend one meeting with City Staff to preapprove BMPs
- Develop up to 3 Green Stormwater Infrastructure (GSI) design alternatives including conceptual level cost estimate
- Attend workshop/public meeting to present alternatives

After meeting with the City and stakeholders a preferred GSI alternative will be selected and developed to a 15% level

- Attend one meeting with the City
- Attend one public meeting/open house to present preferred alternative



9.3 Stormwater Analysis and Report

Consultant will prepare a Storm Drainage Report in accordance with the City of Wilsonville Public Works Standards (2015). Consultant will model GSI components required to meet performance requirements and provide GSI input to the report

Task 9 Deliverables

- List of BMPs, up to 3 alternatives with conceptual level costs, presentation materials
- 15% level plan, presentation materials, conceptual level cost estimate
- GSI modeling and GSI input to Stormwater Management Report

Task 10: Design Documents

Following the completion of Tasks 6 through 9, Consultant shall prepare project plans, specifications and cost estimates for City review. Consultant shall adhere to the concept design decisions from previous tasks and complete detailed design according to applicable standards and the guidance provided in the project's Vision and Goals Document.

Applicable Standards:

- Roadway and path shall use AASHTO design standards, as modified by City and ODOT design standards and standard drawings.
- Traffic control design shall be prepared by Consultant in accordance with ODOT TCP Design Manual, applicable Standard Drawings, and the Manual on Uniform Traffic Control Devices ("MUTCD").
- Bridge and retaining wall design shall use the AASHTO Load and Resistance Factor Design Specifications and the ODOT Bridge Design and Geotechnical Design Manuals to the extent required for ODOT approval.

10.1 30% Design

Consultant shall complete preliminary design and prepare 11" x 17" plan sheets for the preferred alternatives selected in Tasks 6 and 7. Consultant shall prepare a short design narrative documenting the process and decisions leading up to this milestone. Consultant shall prepare an itemized construction cost estimate and an initial construction time estimate.

Bridge and Wall Design

See Task 6.2. Additionally, Consultant shall identify wall type and footprint for up to 1,000 feet of approach retaining walls.

Plaza and Landscape Design

Consultant shall develop an overall landscape site plan of improvements for plaza, planting and irrigation areas.

Path Design

Consultant shall investigate up to three (3) alignment alternatives and prepare an exhibit for each alternative as part of Tasks 6 and 7. Following City selection of a preferred alignment, Consultant shall prepare horizontal and vertical trail alignments, typical sections, drainage details, plan and profile sheets, and standard drawings in accordance with City Standards.

Highway Design

Consultant shall investigate conceptual roadway design for construction of a median bridge pier in the median of Interstate 5. This work will include guardrail, cable barrier and concrete barrier replacement; pavement reconstruction, minor grading, and associated traffic control.

Traffic Control

Consultant shall investigate conceptual temporary traffic control staging that accommodates vehicle, bicycle and pedestrian traffic. Consultant shall prepare a roll map and cross-sections to confirm ODOT and City concurrence with the general traffic control sequencing and staging.



Stormwater Design

Consultant shall design drainage conveyance improvements to City standards and size the drainage system for the affected drainage basins. Consultant shall prepare plans showing the main pipe sizes and locations along with inlets, manholes, and critical grades as appropriate. Consultant shall evaluate and incorporate green stormwater infrastructure (GSI) practices.

Illumination

Consultant shall visit the field to review existing site conditions. Consultant shall provide three pedestrian level bridge lighting options to the City for review. Based on the pedestrian level light selected by the City, AGI lighting analysis will be performed to ensure average light levels, uniformity ratios, and veiling luminance (glare) standards are met per national guidelines (IES RP-8-00) as well as City of Wilsonville standards. Lighting analysis will be done for five specific features of the project: a) the pedestrian bridge, b) I-5 underdeck lighting due new structure; c) Boones Ferry and Town Center Loop due to structure, d) east side plaza area and e) I-5 mainline. Results of this lighting analysis shall be used to determine luminaire spacing, and luminaire wattages. Consultant shall provide narrative to be incorporated into the 30% Design Report. The narrative will summarize the pedestrian light pole, light levels, layout and preliminary cost. The I-5 mainline lighting analysis will evaluate freeway lighting that will be impacted by the proposed structure to make sure adequate lighting is maintained on I-5.

Consultant will also work with City staff to determine architectural lighting desired for the bridge structure and plaza consistent with ideas generated in the Town Center Plan. Consultant will recommend architectural lighting options (up to three architectural lighting options will be provided) such as colored Red/Green/Blue (RGB) LED lighting projection or tubular rail lighting. Consultant will document the architectural lighting options and preliminary costs in a narrative that can be inserted into the design report. Upon request, Consultant will also provide approximate annual maintenance costs for the architectural lighting.

Consultant will coordinate with PGE and meet with them up to one time to provide the estimated power consumption for the pedestrian and architectural lights planned for the bridge. Consultant will coordinate with City and meet with them up to one time to determine the availability of appropriate service cabinet breakers that could be used for the bridge, plaza, or street lighting. Consultant shall coordinate with ODOT to determine their lighting requirements for the underdeck lighting. If there are no breakers available, Consultant will design new service cabinets for lighting components.

Aesthetics Package

Consultant shall prepare a separate document that provides a set of up to three choices for project features such as:

- Bridge, protective screening and approach rails
- Lighting alternatives for architectural, bridge rail, plaza, and street areas
- Coloring and patterns for bridge, wall, and plaza features
- Wayfinding and signing
- Interpretive areas and kiosks
- Visualizations prepared under Task 3.4 will be included

Consultant shall complete quality control and quality assurance according to the their QMP. Consultant shall submit the 30% Design package for City, Metro and ODOT review.

Task 10 Deliverables

- Aesthetics Package
- 30% Design Report, Plans and Estimate
- Respond to and incorporate City comments at each milestone

121 of 218
EXHIBIT B

Summary of Estimate for Services
OBEC Consulting Engineers, Inc.
Preliminary Engineering Design
I-5 Pedestrian Bridge: Barber St. to Wilsonville Town Center
Project 0256-0042

<u>Direct Salary Cost</u>			
<u>Personnel</u>	<u>Hours</u>	<u>Rate of Pay</u>	<u>Estimated Cost</u>
Practice Area Lead	32	\$ 284.00	\$ 9,088.00
Division Manager 2	529	\$ 235.00	\$ 124,315.00
Engineer 5	764	\$ 149.00	\$ 113,836.00
Engineer 6	441	\$ 176.00	\$ 77,616.00
Engineer 6	555	\$ 176.00	\$ 97,680.00
Engineer 3	185	\$ 124.00	\$ 22,940.00
Project Manager 2	35	\$ 200.00	\$ 7,000.00
Division Manager 1	32	\$ 200.00	\$ 6,400.00
Engineer 5	16	\$ 149.00	\$ 2,384.00
Engineer 5	140	\$ 149.00	\$ 20,860.00
Engineer 2	380	\$ 103.00	\$ 39,140.00
Engineer 2	48	\$ 103.00	\$ 4,944.00
Engineer 5	48	\$ 149.00	\$ 7,152.00
Sr. CAD Drafter	300	\$ 124.00	\$ 37,200.00
CAD Drafter 4	188	\$ 103.00	\$ 19,364.00
Sr. Environmental Specialist	36	\$ 137.00	\$ 4,932.00
Environmental Specialist 2	40	\$ 103.00	\$ 4,120.00
Division Manager 1	7	\$ 200.00	\$ 1,400.00
Project Surveyor	263	\$ 137.00	\$ 36,031.00
Survey Tech 3	214	\$ 103.00	\$ 22,042.00
Survey Tech 2	182	\$ 87.00	\$ 15,834.00
Survey Tech 1	195	\$ 64.00	\$ 12,480.00
Project Surveyor-Team Lead	54	\$ 149.00	\$ 8,046.00
Admin Assistant 2	402	\$ 76.00	\$ 30,552.00
Total OBEC Hours	5,086		
			OBEC Total Labor = \$ 725,356.00

<u>Direct Nonsalary Costs</u>			
a. Mileage	\$	1,632.70	
b. Travel and Per Diem	\$	-	
c. Reproduction Expenses	\$	-	
d. Equipment Rental	\$	-	
e. Communications	\$	-	
f. Surveying Supplies & Expenses	\$	3,650.00	
g. Miscellaneous Office Expense	\$	-	
h. Plotter Copies	\$	-	
i. Other	\$	-	\$ 5,282.70
j. Outside Consultants			
Non-Contingency Total			
MIG	\$305,010.00	23.2%	
JIRI	\$60,750.00	4.6%	
DKS	\$60,890.00	4.6%	
S&W	\$111,817.90	8.5%	
AINW	\$20,368.52	1.6%	
AKANA	\$16,770.88	1.3%	
Morgan Holan	\$7,000.00	0.5%	
			Total Estimate: \$ 1,313,246.00
			NON-CONTINGENCY TOTAL NOT TO EXCEED = \$ 1,313,246.00

Summary of Estimate for Services
 OBEC Consulting Engineers, Inc.
 Preliminary Engineering Design
I-5 Pedestrian Bridge: Barber St. to Wilsonville Town Center
Project 0256-0042

Contingency Total

OBEC Consulting Engineers	\$11,388.00
MIG	\$0.00
JIRI	\$0.00
DKS	\$8,850.00
S&W	\$25,705.20
AINW	\$25,403.66
AKANA	\$0.00
Morgan Holan	\$0.00

CONTINGENCY ESTIMATE =	\$ 71,346.86
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Base + Contingency Total

OBEC Consulting Engineers	\$742,026.70	\$742,026.70
MIG	\$305,010.00	\$305,010.00
JIRI	\$60,750.00	\$60,750.00
DKS	\$69,740.00	\$69,740.00
S&W	\$137,523.10	\$137,523.10
AINW	\$45,772.18	\$45,772.18
AKANA	\$16,770.88	\$16,770.88
Morgan Holan	\$7,000.00	\$7,000.00

TOTAL w/ Contingencies NOT TO EXCEED =	\$ 1,384,592.86
	\$ 1,384,592.86

I-5 Pedestrian Bridge: Barber St. to Wilsonville

OBEC Consulting Engineers

	OBEC	JIRI	MIG	DKS	S&W	AINW	AKANA	MHA
Task 1 Project Management								
1.1	Project Management and Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2	Project Meetings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.3	Quality Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Cost/Task	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Task 2 Survey								
2.1	Horizontal & Vertical Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2	Location Survey, Base Map, and Digital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.3	Horizontal Control, Monument Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.4	Right of Way Base Map	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.5	Descriptions and Exhibit Maps	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.6	Staking for Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Cost/Task	\$96,137	\$0	\$0	\$0	\$0	\$0	\$0
Task 3 Public Engagement								
3.1	Vision and Goals Document	\$ -	\$ 3,220	\$ -	\$ -	\$ -	\$ -	\$ -
3.2	Public Engagement Plan	\$ 2,132	\$ 3,800	\$ -	\$ -	\$ -	\$ -	\$ -
3.3	Public Information Materials	\$ -	\$ 19,610	\$ -	\$ -	\$ -	\$ -	\$ -
3.4	Stakholder Meetings	\$ 4,700	\$ 6,250	\$ -	\$ -	\$ -	\$ -	\$ -
3.5	Public Kickoff, Online Surveys and Cityw	\$ 14,668	\$ 39,030	\$ -	\$ -	\$ -	\$ -	\$ -
3.6	Planning Commission and City Council M	\$ 8,838	\$ 12,600	\$ -	\$ -	\$ -	\$ -	\$ -
	Cost/Task	\$30,338	\$84,510	\$0	\$0	\$0	\$0	\$0
Task 4 Environmental Documentation & Perm								
4.1	Transportation Management Plan (TMP)	\$ -	\$ -	\$ 16,850	\$ -	\$ -	\$ -	\$ -
4.2	Historic Baseline Report	\$ -	\$ -	\$ 11,600	\$ -	\$ 5,703	\$ -	\$ -
4.3	Phase I Archaeology Report	\$ 3,776	\$ -	\$ -	\$ -	\$ 14,445	\$ -	\$ -
4.4	Environmental Site Assessment, Phase 1 &	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.4.1	Hazardous Materials Corridor Study	\$ -	\$ -	\$ -	\$ 9,030	\$ -	\$ -	\$ -
4.5	Pre-Permitting Environmental Review	\$ 7,640	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.6	No Effect Memorandum	\$ 4,728	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.7	Utility Coordination and Relocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,771	\$ -
4.8	Arborist Review and Recommendations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,900
4.9	ODOT Coordination and Approvals	\$ 34,644	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Cost/Task	\$50,788	\$1	\$28,450	\$9,030	\$20,148	\$16,771	\$6,900
								\$132,087

Task 5 Geotechnical Investigation															
5.1	Field Exploration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,710	\$ -	\$ -	\$ 20,710
5.2	Laboratory Testing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,200	\$ -	\$ -	\$ 1,200
5.3	Geotechnical Design Analysis	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,960	\$ -	\$ -	\$ 29,960
5.4	Pavement Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.5	Geotechnical Design Report	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,920	\$ -	\$ -	\$ 14,920
	Cost/Task	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$66,790	\$0	\$0	\$ 66,790
Task 6 Bridge Type, Size, and Location Report															
6.1	Concept Design for Bridge and Walls	\$ 38,360	\$ 57,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,110
6.2	Type, Size and Location Report	\$ 151,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,608
	Cost/Task	\$189,968	\$57,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 247,718
Task 7 Gateway Plaza Conceptual Design															
		\$ 12,896	\$ -	\$ 83,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 96,196
	Cost/Task	\$12,896	\$0	\$83,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 96,196
Task 8 Public Art															
		\$ 9,744	\$ -	\$ 3,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,424
	Cost/Task	\$9,744	\$0	\$3,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 13,424
Task 9 Stormwater Analysis															
9.1	Conveyance Analysis	\$ 16,296	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,296
9.2	Alternative Development	\$ -	\$ -	\$ 25,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,880
9.3	Stormwater Analysis and Report	\$ -	\$ -	\$ 27,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,720
	Cost/Task	\$16,296	\$0	\$53,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 69,896
Task 10 Design Documents															
10.1	30% Design	\$ 125,712	\$ -	\$ 79,920	\$ 32,140	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 237,772
	Cost/Task	\$125,712	\$0	\$79,920	\$32,140	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 237,772
Firm Labor Total		\$725,356	\$57,750	\$305,010	\$60,590	\$20,148	\$75,820	\$20,148	\$16,771	\$6,900	\$1,268,345				
Firm Expense Total		\$ 5,283	\$ 3,000	\$ -	\$ 300	\$ 221	\$ 35,998	\$ 221	\$ -	\$ 100	\$ 44,901				
		\$730,639	\$60,750	\$305,010	\$60,890	\$20,369	\$111,818	\$16,771	\$7,000	\$1,313,246					

CONTINGENCY TASKS										
C4	Environmental Documentation & Permitting									
C4.1.1	I-5 Closure and Detour Traffic Analysis (CONTINGEN	16				64				
C4.3.1	Phase 2 Archaeology Fieldwork and Report (CONTIN	20						251		
C4.4.2	Shoulder Soil Investigation (CONTINGENCY TASK)	20					98			
C4.4.3	Geophysical Survey (CONTINGENCY TASK)	20					44			
	Contingency Task Subtotal	76				64	142	251		
	Cost/Task	\$11,388.00				\$8,850.00	\$19,780.00	\$24,080.66		
C11.0	Public Art Implementation (RESERVED)									
	Contingency Task Subtotal	0	0	0	0				0	0
	Cost/Task	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00
C12.0	Final Construction Documents									
	Contingency Task Subtotal	0	0	0	0				0	0
	Cost/Task	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00
C13.0	Bidding Assistance									
	Contingency Task Subtotal	0	0	0	0				0	0
	Cost/Task	\$0.00	\$0.00	\$0.00	\$0.00				\$0.00	\$0.00
Task C6.C	Bridge Type, Size, and Location Report									
6.7	Geotechnical Retaining Wall Investigation and Recommendations									
	Contingency Task Subtotal									
	Cost/Task									
Task C7.C	Gateway Plaza Conceptual Design									
7.3	Bridge Girder Delivery Traffic Control Plans									
	Contingency Task Subtotal									
	Cost/Task									
Task C8.C	Public Art									
8.7	Preliminary Retaining Wall Design									
	Contingency Task Subtotal									
	Cost/Task									
Task C9.C	95% Design									
9.6	Retaining Wall Design									
	Contingency Task Subtotal									
	Cost/Task									
Task C12	Extra Work									
C12.1	Extra Work [Contingency]									
C12.1	Extra Work [Contingency]									
	Contingency Task Subtotal									
	Cost/Task									
	TOTAL CONTINGENCY DESIGN HOURS	76	0	0	0	64	142	251	0	0
	Total Labor Estimate	\$11,388.00	\$0.00	\$0.00	\$0.00	\$8,850.00	\$19,780.00	\$24,080.66	\$0.00	\$0.00

\$64,098.66



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: December 2, 2019</p>	<p>Subject: Resolution No. 2774 A Resolution of the City of Wilsonville Authorizing the City Manager to Execute a Professional Services Agreement with Wallis Engineering, PLLC for Design and Construction Engineering Services for the 2020 Street Maintenance (CIP #4014/4118) Project.</p> <p>Staff Member: Zachary J. Weigel, P.E., Capital Projects Engineering Manager</p> <p>Department: Community Development</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input type="checkbox"/> Public Hearing Date:</p> <p><input type="checkbox"/> Ordinance 1st Reading Date:</p> <p><input type="checkbox"/> Ordinance 2nd Reading Date:</p> <p><input checked="" type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input checked="" type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: N/A</p>	
<p>Staff Recommendation: Staff recommends that Council adopt the Consent Agenda.</p>		
<p>Recommended Language for Motion: I move to approve the Consent Agenda.</p>		
<p>Project / Issue Relates To:</p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities: Well-Maintained Infrastructure</p>	<p><input type="checkbox"/> Adopted Master Plan(s):</p>	<p><input type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

A City of Wilsonville Resolution approving a Professional Services Agreement with Wallis Engineering, PLLC in the amount of \$246,748.00 for design and construction engineering services for the 2020 Street Maintenance (CIP #4014/4118) project.

EXECUTIVE SUMMARY:

The City's Annual Street Maintenance Program funds the planning, design and construction of street rehabilitation projects necessary to maintain a safe, functioning City street network. The 2020 Street Maintenance project (Project) will rehabilitate roadways shown in Table 1 below.

Table 1. 2020 Street Maintenance Roadways

Street	From	To	Length
Town Center Loop West/East	Main Street (West)	Wilsonville Road (East)	1.35 miles
Park Place	Wilsonville Road	Courtside Drive	600 feet
Main Street	Town Center Loop West	Parkway Avenue	505 feet
Parkway Avenue	Main Street	Memorial Drive	0.36 miles
Elligsen Road	Parkway Avenue	City Limits (East)	0.55 miles
Burns Way	Parkway Center Drive	75 feet SE of intersection	75 feet
Day Road ¹	Grahams Ferry Road	Boones Ferry Road	0.5 miles

¹ Day Road is spot repair work only.

A formal Request for Proposal (RFP) process to procure engineering design services for the Project was held in accordance with City and State procurement requirements for professional services over \$100,000. Wallis Engineering, PLLC was identified as the successful proposer, as determined by the City's selection review committee. The City received two (2) proposals by the RFP submission deadline of August 15, 2019.

Wallis Engineering, PLLC will be responsible for delivering contract documents that will be used to solicit bids from qualified paving contractors for the construction phase of the Project. Wallis Engineering, PLLC will also provide engineering support services throughout the construction phase. The consultant scope of work is included with the Professional Services Contract (Attachment A to Resolution No. 2774).

Services to be provided by Wallis Engineering, PLLC and their sub-consultant team includes the following:

- Topographic Survey and Ortho-Rectified Photo Mapping
- Pre- and Post-Construction Monumentation Surveying
- Analysis of Existing Pavement Conditions and Recommended Rehabilitation Methods
- Curb Ramp Data Collection and Detailed Curb Ramp Design
- Preparation of Design Plans, Technical Specifications, and Contract Documents
- Bidding Services
- Construction Phase Support Services

EXPECTED RESULTS:

Rehabilitation of roadways shown in Table 1 above will improve the smoothness of the roadway surfaces for drivers, extend the effective life of the roadway structure, reducing maintenance costs, and continue a safe, functioning City street network. Pedestrian improvements including curb ramp replacements and adjustments to pedestrian signals will improve the accessibility and safety of City pedestrian facilities.

TIMELINE:

December 2019 – April 2020.....Design
May 2020 – June 2020.....Bid and Construction Contract Award
July 2020 – October 2020.....Street Maintenance Construction

CURRENT YEAR BUDGET IMPACTS:

The adopted budget for FY19/20 includes \$1,388,440 in Road Maintenance Fees for CIP project #4014 and \$154,360 in Road Operating for CIP project #4118. The contract amount for engineering design and construction engineering services is \$246,748.00, within the budget amount for the Project.

FINANCIAL REVIEW / COMMENT:

Reviewed by: CAR Date: 11/19/2019

LEGAL REVIEW / COMMENT:

Reviewed by: ARGH Date: 11/26/2019

COMMUNITY INVOLVEMENT PROCESS:

The 2016 update of the Wilsonville Annual Road Maintenance Program included outreach to rate payers and formation of a task force with representatives from residential and business interests tasked with making Program recommendations to the City Council.

During design, the project team will coordinate with affected property owners, residents, and businesses to plan for and accommodate access during construction. Once construction activities begin, signage will be placed in the neighborhoods affected, as well as door hangers to notify businesses and residents of date specific impacts to city streets.

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Completion of this project will positively impact residents and commuters who travel on our roadways by continuing to maintain a safe and functioning City street network. Additionally, the pedestrian improvements will increase the accessibility of project roads for users of all abilities.

ALTERNATIVES:

During design of the Project, a number of pavement rehabilitation alternatives will be assessed to ensure the proposed treatment will result in the longest extension of the effective pavement life at the best value.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- 1. Resolution No. 2774
 - A. 2020 Street Maintenance Design Professional Services Agreement

RESOLUTION NO. 2774

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WALLIS ENGINEERING, PLLC FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR THE 2020 STREET MAINTENANCE PROJECT (CAPITAL IMPROVEMENT PROJECT #4104 AND #4118).

WHEREAS, the City has planned and budgeted for annual street maintenance and associated pedestrian signal upgrades (the Project) under CIP #4014 - Street Maintenance and CIP #4118 - Signal Improvements; and

WHEREAS, the City solicited proposals from qualified consulting firms that duly followed the City of Wilsonville Municipal Code and State of Oregon Public Contracting Rules; and

WHEREAS, Wallis Engineering, PLLC submitted a proposal on August 15, 2019 and was subsequently evaluated and determined to be the most qualified consultant to perform the work; and

WHEREAS, following the qualifications based selection process and under the direction of the City, a detailed scope of work was prepared, and the fee for the scope was negotiated and found to be acceptable and appropriate for the services to be provided.

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

Section 1. The procurement process for the Project duly followed Oregon Public Contracting Rules, and Wallis Engineering, PLLC has provided a responsive and responsible proposal for design and construction engineering services.

Section 2. The City of Wilsonville, acting as the Local Contract Review Board, authorizes the City Manager to enter into and execute, on behalf of the City of Wilsonville, a Professional Services Agreement with Wallis Engineering, PLLC for a not-to-exceed amount of \$246,748, which is substantially similar to **Exhibit A** attached hereto.

Section 3. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting there of this 2nd day of December 2019, and filed with the Wilsonville City Recorder this date.

TIM KNAPP, MAYOR

ATTEST:

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

ATTACHMENT:

A. 2020 Street Maintenance Professional Services Agreement

**CITY OF WILSONVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the 2020 Street Maintenance Project (“Project”) is made and entered into on this ____ day of _____ 2019 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Wallis Engineering, PLLC**, a Washington limited liability company (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Term

The term of this Agreement shall be from the Effective Date until all services required to be performed hereunder (“Services”) are completed and accepted, or no later than December 31, 2020, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 2. Consultant’s Services

2.1. Consultant shall diligently perform the engineering Services according to the requirements and deliverable dates identified in the Scope of Services, attached hereto as **Exhibit A** and incorporated by reference herein, for the Project.

2.2. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Services given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant’s Project Manager will provide such written documentation.

2.3. Consultant will not be deemed to be in default by reason of delays in performance due to reasons beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

2.4. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Services described herein.

2.5. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to work on the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 3. Compensation

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed amount of TWO HUNDRED FORTY-SIX THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS (\$246,748) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

3.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work or any compensation above the amount shown in **Subsection 3.1** requires a written Addendum executed in compliance with the provisions of **Section 17**.

3.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

3.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

3.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 4. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2019, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 5. City's Rights and Responsibilities

5.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2019-20. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in Section 15.

Section 6. City's Project Manager

The City's Project Manager is Dominique Huffman. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

Consultant's Project Manager is Wes Wegner. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Project or Scope of Services, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 10. Subcontractors and Assignments

Unless expressly authorized in **Exhibit A** or **Section 11** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. The City hereby agrees that Consultant

will contract with CESNW, Inc. to provide survey work, GeoDesign, Inc. to provide geotechnical engineering services, and DKS Associates, Inc. to provide traffic engineering services, all of which are critical parts of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

10.1. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

10.2. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 11. Consultant Is Independent Contractor

11.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

11.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such Services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

11.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 11** and meet the same insurance requirements of Consultant under this Agreement.

Section 12. Consultant Responsibilities

12.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the subcontractor furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

12.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

12.3. No person shall be discriminated against by Consultant or any subcontractor in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

12.4. References to "subcontractor" mean a subcontractor at any tier.

Section 13. Indemnity

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to

adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant’s subcontractors, including their agents, employees, and suppliers.

13.2. Standard of Care. In the performance of the Services, Consultant agrees to use that degree of care and skill exercised under similar circumstances by reputable members of Consultant’s profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant’s re-performance of any Services, even if done at the City’s request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant’s failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 14. Insurance

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant’s activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant’s liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

14.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an “occurrence” form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

14.1.2. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000**

per claim. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years thereafter.

14.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

14.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

14.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

14.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Wilsonville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

14.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

14.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 15. Early Termination; Default

15.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

15.1.1. By mutual written consent of the parties;

15.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

15.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

15.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of,

termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

15.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 19**, for which Consultant has received payment or the City has made payment.

Section 16. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 3** of this Agreement, or changes or modifies the Scope of Services or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 18. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four

(4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 19. Property of the City

19.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

19.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 20. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of Wilsonville
 Attn: Dominique Huffman, Civil Engineer
 29799 SW Town Center Loop East
 Wilsonville, OR 97070

To Consultant: Wallis Engineering, PLLC
 Attn: Wes Wegner
 215 W 4th Street, Suite 200
 Vancouver, WA 98660

Section 21. Miscellaneous Provisions

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

ATTACHMENT A

21.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

21.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

21.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Wilsonville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

21.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

21.6. Jurisdiction. Venue for any dispute will be in Clackamas County Circuit Court.

21.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

21.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

21.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

21.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

21.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

21.12. Calculation of Time. Except where the reference is to business days, 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 observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

21.13. Headings. Any 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.

21.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

21.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

21.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

21.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

21.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

ATTACHMENT A

21.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

21.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

CITY:

WALLIS ENGINEERING, PLLC

CITY OF WILSONVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

Amanda Guile-Hinman, Asst. City Attorney
City of Wilsonville, Oregon



BACKGROUND

The City of Wilsonville's (City) transportation system includes City-owned surface streets of varying sizes and capacities requiring periodic maintenance to keep them operational. The City has identified several streets that require maintenance improvements in 2020 to maintain their functionality.

GENERAL SCOPE OF PROJECT

This project includes the evaluation of existing pavement conditions and the preparation of contract documents to solicit bids for pavement rehabilitation, pedestrian improvements and traffic signal modifications along various streets within Wilsonville. Minor utility maintenance upgrades may also be completed as part of the project if found to be necessary in the specific project areas covered.

The City has identified a number of streets to receive pavement rehabilitation in 2020. Wallis Engineering will design rehabilitation improvements to the streets identified by the City based on available budget. To meet the requirements of recent Department of Justice rulings, pedestrian ramps found to be out of compliance with current ADA requirements will be reconstructed to meet all applicable standards if within the limits of pavement rehabilitation.

A list of the streets identified for structural rehabilitation is provided below;

<i>Street</i>	<i>From</i>	<i>To</i>	<i>Length (ft)</i>	<i>Existing Curb Ramp Corners Impacted</i>	<i>Anticipated Curb Ramp Corner Reconstructions</i>	<i>Impacted Signalized Intersections</i>
SW Day Rd	SW Grahams Ferry Rd	SW Boones Ferry Rd	2,950	0	0	0
SW Town Center Loop West/East	SW Main St	SW Wilsonville Rd (East)	7,100	24	13	2
SW Park Pl	SW Town Center Loop West	SW Courtside Dr	580	3	3	0
SW Main St	SW Town Center Loop West	SW Parkway Ave	430	6	6	0
SW Parkway Ave	SW Main St	SW Memorial Dr	1,700	0	0	0
SW Elligsen Rd	SW Parkway Ave	City Limits (East)	2,900	12	9	3
SW Burns Way	SW Parkway Center Dr	75' East of the Intersection	75	2	2	0

Notes:

1. SW Burns Way is the only segment anticipated to require full reconstruction. All other roadways are anticipated to receive grind/inlay or overlay treatments with the exception of SW Day Road which will be limited to asphalt patching.
2. No signal modifications are anticipated at the Town Center Loop E and Canyon Creek Road intersection as the signal equipment was recently constructed.
3. No signal modifications are anticipated at Wilsonville Road intersections.

CONTRACT DURATION

Contract terms shall be from the date the contract is fully executed until December 31, 2020.

PROJECT TEAM

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

<i>Consultant</i>	<i>Responsibilities</i>
Wallis Engineering (Wallis)	Civil Engineering
CES NW	Surveying
GeoDesign, Inc	Geotechnical Engineering
DKS Associates	Traffic Signal Modification

SPECIFIC SCOPE OF WORK

Task 1	Project Management and Administration
Task 2	Data Collection
Task 3	Pavement Evaluation Services
Task 4	Contract Preparation
Task 5	Bidding Phase Services
Task 6	Construction Phase Services

TASK 1 PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Define Project Objectives

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

1.2 Project Management and Administration

Wallis Engineering will provide management, coordination, and direction to the project design team to complete the project.

- Preparation of project design schedules outlining design and deliverable milestones.
- Prepare monthly status reports and schedule updates to be included with consultant invoices. Invoicing will be separated by Task.
- Coordination of project team meetings and prepare meeting agendas and meeting minutes. This task assumes the following meetings:
 - Project Kickoff Meeting
 - Pavement Distress Survey Onsite Meeting
 - 60% Design Review Meeting
 - 90% Design Review Meeting (by phone)
- Coordinate proposed improvements with Washington and Clackamas County (as necessary) identifying existing traffic signal vehicle detection systems that may be impacted by the improvements and where

temporary detection may be desired. An allotment of 12 hours has been assumed for this coordination effort.

Task 1 Assumptions:

- Design phase is assumed to be November 2019 – April 2020 and Construction phase is assumed to be April 2020 – September 2020.
- City project manager or designees will complete all stakeholder coordination, public involvement, and lead and obtain all necessary permits.
- Temporary detection cameras (if requested by the City) will be installed by Washington/Clackamas County.
- City will prepare and distribute all project information mailers.
- City and contractor will conduct all notification distribution.

Task 1 Deliverables:

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

TASK 2 DATA COLLECTION

2.1 Site Investigation and Data Collection

Review as-built/record drawings, existing mapping, aerial photos and GIS provided by the City and private utility providers.

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

2.2 Pre-Construction Monumentation Survey

CES|NW will conduct research of the project areas scheduled for structural rehabilitation and ramp reconstruction to determine the presence of existing monuments. Following this research effort, pre-construction surveys will be conducted and recorded with Washington and Clackamas County to record the location of all monuments within the project areas as necessary.

2.3 Ortho-Rectified Photo Mapping

CES|NW will prepare composite aerial photography collected by an unmanned aerial vehicle for each project segment positioned on local control. Aerial photography will be used to prepare the project base map and horizontal design.

2.4 Topographical Survey and Mapping

CES|NW will complete base map, surface and field topographic survey as needed to complete the final design of pedestrian ramps where field fitting construction by a contractor is not practical and the entire project segment of SW Burns Way. Collected topographic information will reference horizontal control via the Oregon North 3601, NAD 83(2011) Epoch 2010 datum and vertical control via the NAVD 88 datum. Topographical survey may be needed in isolated areas for each project segment to provide the appropriate level of detail for the design of curb ramps with steep or flat grades, difficult drainage characteristics, or above ground obstructions requiring connection to the proposed improvements. For estimating purposes, a total of 7 intersection quadrants have been included for the entire project.

2.5 **Base Map Preparation**

Preparation of a project base map utilizing City GIS and information obtained from other tasks. This base map will include edge of pavement, curb lines, and approximate location of utilities, including valve boxes, manholes, catch basins, and other utility structures. The base map will also include the collected monument information and any topographic survey information collected.

Task 2 Assumptions:

- The City will complete all necessary notification and coordination of the proposed improvements with the private utility companies.
- The City will provide City GIS information in AutoCAD compatible format and all available as-built/record drawings for use by Wallis Engineering.
- The City will provide information on historical drainage issues and other proposed City utility needs including all existing drainage, sewer and water structures requiring repair, modification or replacement.
- Topographic survey will be limited to improvements which require a designed vertical roadway centerline and curb flowline for roadway reconstruction, and for pedestrian ramps which require a detailed horizontal and vertical design as they are considered too complicated for a Contractor to field fit without detailed design information. All other design work will be completed using the Ortho-Rectified photography.
- Two pre-construction record of surveys will be required, one for Washington County and one for Clackamas County. Submittal of the surveys will require separate filing fees.
- The City will provide the previously completed ADA compliancy review identifying which pedestrian ramps within the project limits require reconstruction.
- The City will complete potholing of existing public utility lines and services as necessary.

Task 2 Deliverables:

- Pre-construction monumentation of survey.
- Project base map and topographical survey in AutoCAD format.

TASK 3 PAVEMENT EVALUATION SERVICES

GeoDesign will provide pavement investigation and recommendations for rehabilitation, reconstruction, and patching of the existing pavement within the project limits. AC Patching repair recommendations will be based on visual observation and will not include field investigation. GeoDesign's scope of services will include:

- Review available documentation and as-builts for the pavement.
- Conduct a walkthrough to observe pavement condition on road sections proposed for asphalt concrete preservation. Provide information regarding pavement distress that may require repair or reconstruction prior to global rehabilitation.
- Coordinate and manage the field investigation, including locating utilities and scheduling of sub-contractors and GeoDesign staff.
- Prepare traffic control plans and obtain right-of-way permits from the City.
- Complete falling weight deflectometer (FWD) testing in the outside wheel track of the outside travel lanes at approximate 100 foot spacing. FWD tests in adjacent lanes will be offset by 50 feet. The following tests and locations are assumed:
 - Town Center Loop – Approximately 200 tests
 - Parkway Avenue – Approximately 35 tests
 - Park Place – Approximately 8 tests
 - Main Street – Approximately 8 tests

- Elligsen Road – Approximately 80 tests
- Complete 23 pavement borings to depths of up to three feet below ground surface using solid stem auger methods at the following locations:
 - Town Center Loop – 10 cores
 - Parkway Avenue – 4 cores
 - Park Place – 1 core
 - Main Street – 1 core
 - Elligsen Road – 5 cores
 - Burns Way – 2 cores – with dynamic cone penetrometer (DCP) testing
- Maintain a detailed log of each exploration, visually classify the soil encountered, obtain soil samples as appropriate for the soil conditions encountered, and observe groundwater conditions in each exploration.
- Conduct the following laboratory tests using soil samples obtained from the explorations:
 - Up to 23 moisture content tests in general conformance with American Society for Testing and Materials (ASTM) D2216.
 - Up to four atterberg limit tests in general conformance with ASTM D4318.
 - Up to four fines content tests (material passing the U.S No. 200 sieve) in general conformance with ASDM D1140.
- Obtain four traffic classification tube counts from our subcontractor. Two locations on Town Center Loop, one location on Parkway Avenue, one location on Elligsen Road, and one location on Burns Way. Traffic on Main and Park will be estimated based on discussions with the City and the design team.
- Analyze traffic classification count data and information from the design team to estimate design pavement ESAL.
- Analyze FWD and subsurface data to calculate estimated effective pavement structural capacity and subgrade resilient modulus.
- Analyze DCP data and estimate the effective subgrade modulus of reaction for PCC design on Burns Way
- Provide recommendations for pavement repair and reconstruction if required.
- Provide rehabilitation recommendations for the existing road prism.
- Provide recommendations for pavement materials and construction.
- Provide PCC pavement design and project team support for PCC construction on Burns Way.
- Provide recommendations for pavement repair on Day Road based on discussions with the design team.
- Provide project management including attendance of up to one meeting with the design team and the City.
- Provide a draft pavement report presenting the results of our field investigation and present our pavement engineering recommendations.
- Finalize the draft pavement report after incorporating review comments from the City and the design team.

Task 3 Assumptions:

- The core borings will be drilled within the City right-of-way.
- The drill cuttings are not contaminated and may be disposed of off-site by our drilling subcontractor. If the drill cuttings appear to be contaminated, the City will be informed immediately, and GeoDesign will take necessary action upon authorization.
- Polymer modified asphalt patch and aggregate base will be adequate for patching pavement borings.
- Work on Day Road will be limited to discussions with the design team and will not include field investigations.

- Work can be completed during normal weekday daylight hours.

Task 3 Deliverables:

- Draft and Final letter report summarizing data collection findings and recommendations.

TASK 4 CONTRACT PREPARATION

4.1 Ramp Data Collection

Collect horizontal and vertical information of the existing ramps and adjacent improvements of the pedestrian ramps identified for “field fit” by the Contractor using a robotic total station for all ramps. Information will be collected within the roadway, at the curb line, within the existing sidewalk and will include all utility and above ground features. The information will be translated to design software to be used for contract plan preparation. A localized horizontal and vertical datum will be used for data collection which will not be reproduced in the form of construction staking.

4.2 Detailed Curb Ramp Design

Additional topographic survey, as discussed in previous tasks, may be needed to aid in the design of pedestrian ramps that are identified as being too complicated for the “field fit” approach by the Contractor. Curb ramp design completed under this task will include detailed grading and dimensional information for each curb ramp based on the gathered topographic survey. For estimating purposes, a total of seven (7) curb ramps are anticipated to require this detailed design approach.

4.3 Traffic Signal Modification Design

DKS Associates will design for ADA related traffic signal improvements on SW Elligsen Road and Town Center Loop. Design will include:

- Replacing existing pushbuttons with new audible push buttons meeting Clackamas County standards for ADA pushbuttons.
- Installing new pedestrian traffic signal poles as needed.
- Installing conduits between junction boxes and new pedestrian poles and necessary new wiring. Intersections anticipated to require modification/improvement include the following:
- SW Elligsen Road/SW Parkway Avenue intersection: Improvements to all four quadrants and the refuge island on the east leg.
- SW Elligsen Road/SW Parkway Center Drive intersection: Improvements to all four quadrants.
- SW Elligsen Road/SW Canyon Creek Road intersection: Improvements to the two southern quadrants.
- SW Town Center Loop/SW Parkway Avenue intersection: Improvements to all four quadrants.
- SW Town Center Loop East/SW Courtside Drive intersection (Pedestrian Overhead Beacon): Improvements to all four quadrants. It is assumed that the in-ground lighting system will be abandoned.

No other traffic signal communications or street lighting design work is included.

4.4 60% Plans, Specifications Outline and Opinion of Cost

Plans will be prepared to 60% design level for pavement, curb ramp, utility adjustments, striping and traffic signal modifications as determined in the predesign phase. Drawing format will be AutoCAD Civil 3D 2018, and will be prepared using standard City title block as provided by the City. Plans will include the following:

- Plans and detail sheets. Where necessary, more detail will be included such as centerline or curb line profiles (if topographical survey is available), utility improvement plans, erosion control plans and demolition plans.

ATTACHMENT A

- Striping plans will be included on the improvement plan sheets. Striping is anticipated to be replaced in like kind and based on the aerial photography.
- Vehicular loop detection will be replaced in like kind and location unless directed otherwise by the City.
- Traffic control, phasing and coordination details.
- Erosion control plans prepared to meet City standards.
- Traffic signal modifications as required.
- The following is the anticipated list of plan sheets:

<i>Description</i>	<i>Sheets</i>	<i>Running Total</i>
Cover, Drawing Index	1	1
Legend, General Notes, Traffic Control Notes and Phasing	1	2
Typical Sections	3	5
Sheet Layout Map	1	6
Plan Sheets – SW Day Road (Plan only)	2	8
Plan Sheets – SW Town Center Loop (Plan only)	9	17
Plan Sheets – SW Park Place (Plan only)	1	18
Plan Sheets – SW Main Street (Plan only)	1	19
Plan Sheets – SW Parkway Avenue (Plan only)	3	22
Plan Sheets – SW Elligsen Road (Plan only)	4	26
Plan Sheets – SW Burns Way (Plan and Profile)	1	27
Pedestrian Ramp Details	12	39
Street Details	10	49
Traffic Signal Modification Plans	5	54
Traffic Signal Details	3	57

Notes:

1. SW Burns Way is the only street segments that will require profiling due to the anticipated reconstruction. All other streets will be shown in plan view only.
2. 400 feet of roadway can be shown on each plan and profile sheet. 800 feet of roadway can be shown on plan view only sheets (two viewports per sheet). SW Day Road will be shown with 1600 feet of roadway per sheet (two viewports per sheet).
3. One sheet will be provided for each intersection to show pedestrian ramp reconstruction.

A specifications outline and 60% opinion of cost will be prepared.

4.5 90% Plans, Specifications and Opinion of Cost

90% plans will be prepared incorporating review comments from the City. Specifications will use City of Wilsonville standards and the “2018 Oregon/APWA Standard Specifications for Public Works Construction”. Special Provisions will be prepared, as needed, to address project work not adequately covered in the Standard specifications and will include any Special Provisions previously prepared by the City to address asphalt and concrete workmanship. Wallis Engineering will attend one meeting to review City comments. Design will include:

- Horizontal design for the project areas being rehabilitated with grind and inlay improvements including utility adjustments, street amenity relocations and striping provisions.

- Vertical design of the proposed roadways being reconstructed. Utility adjustments, street amenity relocations and striping provisions will also be included.
- Two-dimensional curb ramp retrofit/replacement layouts. Layouts will be developed to the extent possible based on UAV information and field measurements collected under previous tasks. Ramp layouts will conform to PROWAG and ODOT/APWA standards utilizing City and ODOT standard drawings. It is assumed that the construction contractor will be ultimately responsible for new ramps meeting ADA requirements. The City and Wallis Engineering (as requested) will coordinate final layout and grades with the construction contractor.

4.6 Final Plans, Specifications and Opinion of Cost

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

Task 4 Assumptions:

- Of the 47 existing curb ramp locations within the proposed project areas, approximately 33 locations appear to require installation or reconstruction based on a preliminary visual survey of existing ramp geometry using aerial and street view software. All ramp reconstructions will be completed within the limits of the existing sidewalk and it is therefore assumed that adequate right-of-way is available for these reconstructions. All property acquisition or Temporary Construction Permits necessary to construct the ramp improvements will be coordinated and obtained by the City.
- No traffic signal mast arm pole changes will be required.
- The existing traffic signal wiring can be maintained (no rewiring will be required).
- Existing conduits are sufficiently sized for new pushbutton wiring to be added (no new conduit crossing will be required other than between existing junction boxes and new pedestrian poles).
- No detection modifications will be required.
- No temporary traffic signal or temporary detection plans will be provided.
- City will provide record drawings for each traffic signal and pedestrian flashing beacon requiring modification.
- No vehicle video modification will be required.
- No landscaping restoration details will be included.
- Stormwater analysis/improvements for water quality and quantity will not be required.
- Utility improvements will be limited to adjusting existing structures to grade and adjusting grades of drainage inlets as needed. No new utility installation is included.
- Striping improvements will be limited to replacing existing striping. No modifications included.
- Traffic control plans included in the Contract plans will be limited to general notes and ODOT standard plans. No site-specific traffic control plans will be prepared. It is assumed that the Contractor will prepare detailed and site-specific traffic control plans.
- The City will provide all front-end bidding documents and will complete all legal reviews as necessary.
- Wallis Engineering will attend two design review meetings incorporating the City's comments. The hours and cost for this meeting is incorporated under Task 1.

If any of the assumptions listed below are invalid, a supplement may be necessary to complete the design.

Task 4 Deliverables:

- Electronic (PDF) versions of the 60%, 90% and final PS&E.

TASK 5 BIDDING PHASE SERVICES

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

Task 5 Assumptions:

- City will distribute the contract documents, maintain a planholders list, and distribute addenda as needed.
- Wallis Engineering will not attend the bid opening.
- An allotment of eight (8) hours is assumed for responding to bidders' questions.

Task 5 Deliverables:

- Addenda
- Bidder question and response summary sheet.
- Recommendation of Award.

TASK 6 CONSTRUCTION PHASE SERVICES

Consultant will provide construction administration and inspection support as requested by the City to supplement City resources during construction as needed. Construction phase services will include:

6.1 Construction Administration

Provide support as requested for the following tasks:

- Attend the pre-construction meeting.
- Respond to RFI's submitted by the Contractor.
- Agency/Contractor coordination.

6.2 Construction Engineering and Field Inspection

Provide support to City as requested for the following tasks:

- Pedestrian ramp inspection (8 hours per week for 8-week construction duration).
- Onsite pre-pedestrian ramp construction meeting.

6.3 As-Built Plans

Review redlined construction drawings provided by the Contractor and prepare Record Drawings reflecting any changes made to the design during construction.

6.4 Post Construction Monumentation

CES|NW will verify disturbance of existing monuments and a post-construction survey will be recorded with both Washington and Clackamas County following construction, as necessary, based on actual disturbance of monuments and will include all monuments replaced during construction with the verified location of undisturbed monuments. CES|NW will reset all monuments disturbed during construction.

Task 6 Assumptions:

- The City will lead all construction management and inspection.
- Inspection hours are based on assumed construction contract durations and inspection frequency as identified in the subtasks above.
- All quality control testing will be completed by the Contractor or the City.
- Post-Construction as-built survey will not be performed.

ATTACHMENT A

- The Contractor will provide all necessary construction staking for the project including all monument boxes that are shown in the contract to be replaced or reset by the Contractor.
- Two post-construction record of surveys will be filed for this project. One with Washington County and one with Clackamas County and will include separate filing fees.

Task 6 Deliverables:

- Inspector's daily report for each working day of inspection.
- Post-construction monumentation survey.
- Full size (22" x 34") paper, Mylar (min 3-mil), Electronic (PDF) version of As-Built/Record Drawings.

**Agreement
Fee Estimate
City of Wilsonville - 2020 Street Maintenance**

November 2019

	EM3	EM1	PE3	SE2	SE1	CM	T3	A6	A4	Wallis Labor	Expenses	Subconsultants			Total Cost
												CESNW	GeoDesign	DKS	
Task 1 Project Management and Administration	\$177.00	\$165.00	\$127.00	\$98.00	\$95.00	\$125.00	\$108.00	\$104.00	\$88.00						
1.1 Define Project Objectives		12							2	\$ 2,156.00					\$ 2,156.00
1.2 Project Management and Administration	2	40						6	5	\$ 8,018.00	\$ 160.00 (M)				\$ 8,178.00
TASK 1 SUBTOTAL	2	52	0	0	0	0	0	6	7	\$ 10,174.00	\$ 160.00	\$ -	\$ -	\$ -	\$ 10,334.00
Task 2 Data Collection															
2.1 Site Investigation and Data Collection		8		8	20					\$ 4,004.00	\$ 35.00 (M)				\$ 4,039.00
2.2 Pre-Construction Monumentation Survey		2								\$ 330.00					\$ 21,016.00
2.3 Ortho-Rectified Photo Mapping		2								\$ 330.00					\$ 2,688.00
2.4 Topographical Survey and Mapping		2		4			4			\$ 1,154.00					\$ 15,162.00
2.5 Base Map Preparation		4		8	16		24			\$ 5,556.00	\$ 70.00 (M)				\$ 5,626.00
TASK 2 SUBTOTAL	0	18	0	20	36	0	28	0	0	\$ 11,374.00	\$ 105.00	\$ -	\$ -	\$ -	\$ 50,345.00
Task 3 Pavement Evaluation Services															
TASK 3 SUBTOTAL	0	4	0	0	2	0	0	0	0	\$ 850.00	\$ -	\$ 42,157.00	\$ -	\$ -	\$ 43,007.00
Task 4 Contract Preparation															
4.1 Ramp Data Collection		6		48	48		48			\$ 15,438.00	\$ 210.00 (M)				\$ 15,648.00
4.2 Detailed Curb Ramp Design		8			56		28			\$ 9,664.00					\$ 9,664.00
4.3 Traffic Signal Modification Design		6								\$ 990.00				\$ 28,378.00	\$ 29,368.00
4.4 60% Plans, Specifications Outline and Opinion of Cost	4	56		22	82		96		2	\$ 30,438.00	\$ 35.00 (M)				\$ 30,473.00
4.5 90% Plans, Specifications and Opinion of Cost	6	38	20		52		46		6	\$ 20,308.00	\$ 35.00 (M)				\$ 20,343.00
4.6 Final Plans, Specifications and Opinion of Cost	6	16	12		24				2	\$ 7,682.00	\$ 35.00 (M)				\$ 7,717.00
TASK 4 SUBTOTAL	16	130	32	70	262	0	218	0	10	\$ 84,520.00	\$ 315.00	\$ -	\$ -	\$ 28,378.00	\$ 113,213.00
Task 5 Bidding Phase Services															
TASK 5 SUBTOTAL	0	8	0	12	0	0	0	0	2	\$ 2,672.00	\$ -	\$ -	\$ -	\$ 410.00	\$ 3,082.00
Task 6 Construction Phase Services															
6.1 Construction Administration					12					\$ 1,140.00	\$ 76.00 (M)				\$ 1,216.00
6.2 Construction Engineering and Field Inspection					64					\$ 6,080.00	\$ 641.00 (M)				\$ 6,721.00
6.3 As-Built Drawings / Record Drawings		4			12		12			\$ 3,096.00	\$ 400.00 (P)			\$ 2,562.00	\$ 6,058.00
6.4 Post Construction Monumentation		4								\$ 660.00					\$ 12,772.00
TASK 6 SUBTOTAL	0	8	0	0	88	0	12	0	0	\$ 10,976.00	\$ 1,117.00	\$ -	\$ -	\$ 2,562.00	\$ 26,767.00
Project Subtotal	18	220	32	102	388	0	258	6	19	\$ 120,566.00	\$ 1,697.00	\$ 42,157.00	\$ 31,350.00	\$ -	\$ 246,748.00

FEE SUMMARY	
Wallis Labor	\$ 120,566.00
Wallis Expenses	\$ 1,697.00
Subconsultants	
CESNW	\$ 50,978.00
GeoDesign	\$ 42,157.00
DKS	\$ 31,350.00
<i>NOTE: Fee includes 5% markup</i>	
TOTAL BUDGET	\$ 246,748.00



RATE SCHEDULE

Rates are effective thru December 31, 2020

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$141	\$141
Senior Engineer	\$193	\$193
Engineering Manager I - VI	\$165	\$190
Project Engineer I - IX	\$117	\$163
Staff Engineer I - IV	\$95	\$115
Engineering Intern I - III	\$59	\$65
Designer	\$112	\$136
Construction Manager	\$125	\$125
Inspector	\$88	\$103
Technician I-IV	\$78	\$114
Administrative I – VI	\$47	\$104

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate.

Outside expenses will be billed at cost plus 10%.



**CITY COUNCIL MEETING
STAFF REPORT**

<p>Meeting Date: December 2, 2019</p>	<p>Subject: Ordinance No. 839 An Ordinance of the City of Wilsonville Repealing and Replacing Wilsonville Code Chapter 9 – Structures; and Declaring an Emergency</p> <p>Staff Member: Dan Carlson, Building Official and Amanda Guile-Hinman, Assistant City Attorney</p> <p>Department: Building/Legal</p>	
<p>Action Required</p>	<p>Advisory Board/Commission Recommendation</p>	
<p><input checked="" type="checkbox"/> Motion</p> <p><input checked="" type="checkbox"/> Public Hearing Date: December 2, 2019</p> <p><input checked="" type="checkbox"/> Ordinance 1st Reading Date: December 2, 2019</p> <p><input checked="" type="checkbox"/> Ordinance 2nd Reading Date: December 16, 2019</p> <p><input type="checkbox"/> Resolution</p> <p><input type="checkbox"/> Information or Direction</p> <p><input type="checkbox"/> Information Only</p> <p><input type="checkbox"/> Council Direction</p> <p><input type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval</p> <p><input type="checkbox"/> Denial</p> <p><input type="checkbox"/> None Forwarded</p> <p><input checked="" type="checkbox"/> Not Applicable</p> <p>Comments: Adoption of a new Chapter 9 of the Wilsonville Code concerning structures, otherwise referred to as the Building Code.</p>	
<p>Staff Recommendation: Staff recommends that Council adopt Ordinance No. 839 on first reading.</p>		
<p>Recommended Language for Motion: I move to approve Ordinance No. 839 on first reading.</p>		
<p>Project / Issue Relates To:</p>		
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

ISSUE BEFORE COUNCIL:

Whether to adopt a new Chapter 9 of the Wilsonville Code (“WC”) regulating structures within the City of Wilsonville (commonly referred to as the Building Code). The Ordinance and revised Chapter 11 are attached hereto at **Attachment A**.

EXECUTIVE SUMMARY:

The Oregon Building Codes Division (“BCD”), a division of the Oregon Department of Consumer and Business Services (the “Department”) is responsible for adopting statewide building codes that local jurisdictions must apply for structures constructed within their jurisdiction. Pursuant to Oregon Revised Statutes (ORS) 455.020(1), the Department is required to create uniform building codes for the state. Under ORS 455.020(4), local jurisdictions may enact regulations to administer the state building code, but does not allow for local jurisdictions to adopt regulations that are expressly withheld or otherwise provided for by statute. In other words, local jurisdictions can adopt regulations as long as they are not contrary to or prohibited by the published state building code.

1. Changes to the Oregon Structural Specialty Code

Effective October 1, 2019, BCD amended its Oregon Structural Specialty Code (“2019 OSSC”), though the 2019 OSSC was not published until mid-October 2019. As part of the updates in the 2019 OSSC, BCD removed statewide regulations of twenty-six (26) structures based on a new legal interpretation from its legal counsel of ORS 455.020. *See Attachment B* (excerpt of Chapter 1 of 2019 OSSC). ORS 455.020 states, in pertinent part:

“(1) This chapter is enacted to enable the Director of the Department of Consumer and Business Services to promulgate a state building code to govern the construction, reconstruction, alteration and repair of buildings and other structures and the installation of mechanical devices and equipment therein, and to require the correction of unsafe conditions caused by earthquakes in existing buildings. The state building code shall establish uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort and security of the residents of this state who are **occupants and users of buildings**, and will provide for the use of modern methods, devices, materials, techniques and practicable maximum energy conservation.” (emphasis added).

The phrase “occupants and users of buildings” has led legal counsel for BCD to conclude that state building codes can only regulate structures that can be occupied or used by people. As stated above, this new interpretation means that the 2019 OSSC excludes twenty-six (26) structures that it identified as not being occupied or used by people.

BCD now relies on ORS 455.020(4) to allow local jurisdictions to adopt their own regulations for twenty (20) of the twenty-six (26) unregulated structures. To ensure that structures within the City continue to be constructed safely and in accordance with generally accepted construction standards, it is necessary to adopt local regulations for some of the now unregulated structures. Because state building codes are updated every three (3) years and future legislative action may change ORS 455.020, staff recommends that adoption of the City’s building code be by resolutions, which will allow the City to be more nimble when state building codes or statutes change.

BCD is intending to make its other building codes, as they are re-adopted, to have administrative provisions similar to Chapter 1 of the 2019 OSSC. Most recently, BCD is undertaking rule-making now for a new Residential Specialty Code that will have similar issues that the City currently encounters with the 2019 OSSC.

2. Alternative Approach

Some jurisdictions, such as Portland, are adopting an older version of Chapter 1 of the Oregon Structural Specialty Code as a “stop-gap” until they can undertake a more comprehensive review of the new Chapter 1 in the 2019 OSSC. There is risk in doing so because there are changes and inconsistencies between the prior and current Chapter 1. Despite being asked for clarification, BCD has not indicated whether simply adopting an older Chapter 1 is allowed under the statutory framework for adopting the state building codes locally. City staff recommend the City make specific changes to the 2019 OSSC Chapter 1, as expressly allowed therein; however, if it becomes apparent that adoption cannot occur prior to January 1, 2020, then staff will recommend adopting the 2014 OSSC Chapter 1 as a “stop-gap” until staff can undertake a more comprehensive review.

3. Overview of Proposed Chapter 9

In addition to the changes in the 2019 OSSC, there are other aspects of Chapter 9 that should be addressed. Currently, Chapter 9 essentially only adopts the current state building codes and also codifies building fees. It does not outline the duties and authority of the Building Official or provide for any review process of decisions made by the Building Official. Importantly, House Bill 2001 (2019) requires the City to have a local appeals board for certain decisions made by the Building Official, which the proposed Chapter 9 includes. Much of the proposed Chapter 9 comes from the City of Corvallis because the City’s Building Official helped develop Corvallis’s building code while he served as Building Official. City staff also reviewed building codes of Tualatin, Tigard, Lake Oswego, West Linn, Canby, and Portland as part of redrafting Chapter 9. Below is a summary of the proposed provisions in Chapter 9.

Section	Description	Explanation
General	Provides title, purpose, scope, and definitions for Chapter.	Current Chapter 9 does not provide an explanation of the purpose or scope of Chapter 9 or even explain that it is the City’s Building Code.
Powers and Duties of Building Official	Grants the Building Official certain authority to enter buildings, issue stop work orders, cite violators of the building code, among other duties and responsibilities.	There are several official powers that are necessary for the Building Official to carry out the duties of the position that are not currently in Chapter 9. For example, Chapter 9 does not provide for the Building Official a right of entry when the building violates the Building Code. There is new power in the state code for the Building Official to waive the code which needs to be removed.

Section	Description	Explanation
Construction Documents and Permits	Explains how an application is reviewed, when it is approved, and how inspections are handled, among other provisions.	The permit application process is not currently contained in the City's building code and does not outline the rules regarding suspending or revoking a permit or transferring a permit.
Building Codes and Fees	This section states that building codes and fees will be adopted by resolution, which will allow for more nimbleness when state building codes, laws, and interpretations change.	Current Chapter 9 codifies state building codes and the City's building fees. This makes it difficult to update building codes when the state adopts new codes and also means that codes and fees become outdated and local building code becomes preempted by new state codes.
Violations	Gives the building official authority to fine individuals who violate the building code (outside the regular permit process) and an appeal process to challenge the fine.	The current Chapter 9 does have a penalties section, but states that the punishment is a Class A misdemeanor while only imposing a fine of between \$10 and \$50. A civil penalty, as opposed to a criminal charge is a more appropriate remedy (if criminal activity did occur, an individual can be charged under state or federal laws). Civil penalty is through a progressive civil penalty process where the civil penalty is commensurate with the level of violation.
Board of Appeals	Creates a Board of Appeals to hear appeals regarding the Building Official's interpretation of technical building code standards.	The City does not currently have a Board of Appeals to hear appeals regarding the Building Official's interpretation of technical building code standards. HB 2001 requires that the City create a local board of appeals, but it is not yet in effect.
Severability	Ensures that if one part of the Chapter is deemed invalid, the remainder of the Chapter is intact.	The current Chapter 9 does not have a severability clause.

EXPECTED RESULTS:

Clearer authority and responsibilities of the City Building Official, a Board of Appeals consistent with the requirements of HB 2001, and easier means of updating the Building Code and building fees.

TIMELINE:

A public hearing is scheduled for December 2, 2019, with a second reading scheduled for December 16, 2019. Staff recommend declaring an emergency so that Ordinance No. 839 is effective January 1, 2020 since the 2019 OSSC is fully effective January 1, 2020. At the December 16, 2019 meeting, staff will also present resolution(s) for the adoption of specific statewide building codes and fees pursuant to the proposed Sections 9.300 through 9.380.

CURRENT YEAR BUDGET IMPACTS:

N/A

FINANCIAL REVIEW / COMMENT:

Reviewed by: KAK Date: 11/27/2019

LEGAL REVIEW / COMMENT:

Reviewed by: ARGH Date: 11/26/2019

COMMUNITY INVOLVEMENT PROCESS:

N/A

POTENTIAL IMPACTS OR BENEFIT TO THE COMMUNITY:

Providing the local regulations will ensure that structures continue to meet accepted safety standards.

ALTERNATIVES:

Default to the regulations in 2019 OSSC or adopt the 2014 OSSC Chapter 1, though there are inherent risks with both options. Simply adopting the 2019 OSSC will mean that several types of buildings and structures will no longer be regulated and inspected by City building staff. Adopting the 2014 OSSC Chapter 1 means that there will be provisions that the City may be enforcing that it is not entitled to enforce under the 2019 OSSC.

CITY MANAGER COMMENT:

N/A

ATTACHMENTS:

- A. Ordinance No. 839 with proposed Chapter 9
- B. Chapter 1 of 2019 OSSC with highlights of provisions that expressly state whether the local jurisdiction can adopt its own regulations or not.
- C. Excerpt of PowerPoint slides created by BCD regarding changes in the 2019 OSSC Chapter 1.
- D. Email dated September 27, 2019 from the Building Codes Division expressly stating that it is working to further clarify Chapter 1, despite the 2019 OSSC going into effect on October 1, 2019.
- E. Email dated October 15, 2019 from Building Official Dan Carlson to other jurisdictions' building officials outlining the issues with Chapter 1 of the 2019 OSSC.
- F. Letter dated November 12, 2019 from the Oregon Building Officials Association discussing Chapter 1 of the 2019 OSSC.

ORDINANCE NO. 839**AN ORDINANCE OF THE CITY OF WILSONVILLE REPEALING AND REPLACING WILSONVILLE CODE CHAPTER 9 – STRUCTURES; AND DECLARING AN EMERGENCY.**

WHEREAS, the Oregon Building Codes Division (“BCD”) administers Oregon’s Statewide Building Code, which the City of Wilsonville has adopted as its local building code; and

WHEREAS, the BCD published its 2019 Oregon Structural Specialty Code, effective October 1, 2019, which governs building structures other than structures regulated under BCD’s Residential Specialty Code; and

WHEREAS, the City has the authority under ORS 455.020(4) and Section 101.2 of the 2019 Oregon Structural Specialty Code to enact certain building code regulations to supplement the Statewide Building Code; and

WHEREAS, 2019 Oregon Structural Specialty Code no longer regulates twenty-six (26) structures or equipment based on BCD’s new interpretation of ORS 455.020(1) relating to the scope of the statewide specialty codes; and

WHEREAS, for administering a local code program, the City has previously relied upon the Chapter 1 administrative provisions found in the statewide specialty codes; and

WHEREAS, having a consistent local administrative chapter is intended to provide for consistent application of all adopted specialty codes; and

WHEREAS, the City of Wilsonville desires to repeal and replace Wilsonville Code Chapter 9 – Structures, to adopt and supplement the 2019 Oregon Structural Specialty Code and to provide appropriate processes for administering and enforcing the City’s building regulations; and

WHEREAS, the BCD has provided a grace period until January 1, 2020 for local jurisdictions to adopt the 2019 Oregon Structural Specialty Code, thereby requiring the City to adopt and supplement the 2019 Oregon Structural Specialty Code by January 1, 2020; and

WHEREAS, BCD denied a request from the Oregon Building Officials Association to extend the grace period to July 1, 2020; and

ATTACHMENT A

WHEREAS, failure to adopt local regulations concerning the now-omitted structures and equipment prior to January 1, 2020 means the City cannot regulate or inspect those structures and equipment beginning on January 1, 2020; and

WHEREAS, House Bill 2001 (2019) (“HB 2001”) requires jurisdictions to establish a local appellate process for denials of applications to convert single-family dwellings into four or fewer residential dwelling units; and

WHEREAS, the City of Wilsonville does not currently have a local board of appeals to hear appeals regarding technical determinations by the Building Official or appeals as required under HB 2001.

NOW, THEREFORE, THE CITY OF WILSONVILLE ORDAINS AS FOLLOWS:

1. The above recitals are incorporated by reference as if fully set forth herein.
2. Wilsonville Code Chapter 9 – Structures is repealed and replaced with Attachment 1, attached hereto and incorporated by reference as if fully set forth herein.
3. This Ordinance being necessary for the immediate preservation of the public peace, health, and safety, an emergency is declared to exist and this Ordinance shall be in full force and effect on January 1, 2020.
4. The City Recorder shall conform these amendments to the City’s code format and correct any scrivener’s errors.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 2nd day of December, 2019, and scheduled for a second reading at a regular meeting of the Council on December 16, 2019 commencing at the hour of 7 p.m. at the Wilsonville City Hall, 29799 SW Town Center Loop East, Wilsonville, Oregon.

Kimberly Veliz, City Recorder

ENACTED by the City Council on the ____ day of _____, 2019, by the following votes: Yes: _____ No: _____

ATTACHMENT A

Kimberly Veliz, City Recorder

DATED and signed by the Mayor the ____ day of _____, 2019.

TIM KNAPP, MAYOR

SUMMARY OF VOTES:

Mayor Knapp

Council President Akervall

Councilor Lehan

Councilor West

Councilor Linville

ATTACHMENTS:

1. Wilsonville Code Chapter 9 - Structures

WILSONVILLE CODE

CHAPTER 9 – STRUCTURES**GENERAL**

- 9.000 Title
- 9.010 Purpose
- 9.020 Scope and Application
- 9.030 Definitions

POWERS AND DUTIES OF BUILDING OFFICIAL

- 9.100 In General
- 9.110 Deputies
- 9.120 Right of Entry
- 9.130 Stop Work Orders
- 9.140 Authority to Disconnect Utilities in Emergencies
- 9.150 Authority to Abate Hazardous Equipment
- 9.160 Connection After Order to Disconnect
- 9.170 Occupancy Violations
- 9.180 Unsafe Buildings
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CONSTRUCTION DOCUMENTS AND PERMITS

- 9.200 Issuance
- 9.210 Retention of Construction Documents
- 9.220 Validity of Permit
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- 9.260 Permit Not Transferable
- 9.270 Suspension/Revocation of Permit
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- 9.290 Demolition Permits

BUILDING CODES AND FEES

- 9.300 Purpose
- 9.310 Structural Specialty Code
- 9.320 Zero Energy Ready Commercial Code
- 9.330 Mechanical Specialty Code
- 9.340 Residential Specialty Code
- 9.350 Electrical Specialty Code
- 9.360 Plumbing Specialty Code
- 9.370 Fire Code
- 9.380 Fees

VIOLATIONS

- 9.400 Violations; Penalties; Remedies
- 9.410 Authority to Impose Civil Penalty
- 9.420 Appeal of Penalty
- 9.430 Lien

BOARD OF APPEALS

- 9.500 Establishment of Board of Appeals
- 9.510 Appeal Procedure
- 9.520 Filing Parties

SEVERABILITY

- 9.600 Severability

GENERAL

9.000 Title. These regulations shall be known as the “City of Wilsonville Building Code,” may be cited as such, and will be referred to herein as “the Building Code.”

9.010 Purpose. The purpose of the Building Code is to establish minimum uniform performance standards providing a reasonable level of safety, public health and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire, explosion and other hazards, and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

9.020 Scope and Application.

(1) The Building Code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures, except those located in a public way, or work associated with hydraulic flood control structures or public utility poles and towers.

(2) Where, in any specific case, different sections of the Building Code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(3) Where, in any specific case, there is a conflict between the Building Code and any Oregon Revised Statute, the statute shall govern. The provisions of this Building Code shall not be deemed to nullify any provisions of local, state or federal law.

(4) If, in a specific case, there is a conflict between the administrative procedures of this chapter and a given code, the procedures within the Building Code shall govern. If, in a specific case, there is a conflict between the technical provisions of this chapter and a given code, the provisions within that code shall govern.

(5) When a particular Oregon state building code indicates the state requirements apply unless specifically amended by a local municipality under ORS 455.020, the City of Wilsonville’s Building Code will take precedence. Please refer to the City’s resolutions adopted in accordance with Sections 9.300 through 9.370 below.

9.030 Definitions. For purposes of this Chapter 9, the following terms are defined as follows:

(1) “Board of Appeals” means the Board of Appeals established under Section 9.500 through 9.520 herein.

(2) “Building Official” means the Building Official of the City of Wilsonville, or the Building Official’s duly authorized representative.

- (3) “Business Days” means days of the week excluding Saturdays, Sundays, and legal holidays observed by the City.
- (4) “City Council” means the City of Wilsonville City Council.
- (5) “City Manager” means the City Manager of the City of Wilsonville.
- (6) “Community Development Director” means the Community Development Director of the City of Wilsonville.
- (7) “Construction Documents” means written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of a project necessary for obtaining a Permit.
- (8) “Demolition” means the complete destruction or removal of a structure (including garages), or the removal of more than 50% of the perimeter walls. Non-habitable non-historic accessory structures 200 square feet or less are exempt from this definition.
- (9) “Permit” means a building, mechanical, plumbing, grading, demolition, or other associated permit issued by the Building Official for activities identified in the scope.

POWERS AND DUTIES OF BUILDING OFFICIAL

9.100 In General.

- (1) The Building Official s authorized to enforce all of the provisions of the Building Code.
- (2) The Building Official has the power to render written and oral interpretations of the Building Code and to adopt and enforce administrative procedures in order to clarify the application of its provisions. Such interpretations, rules, and regulations shall be in conformance with the intent and purpose of the Building Code, and shall not have the effect of waiving requirements specifically provided for in the Building Code.
- (3) Liability. The Building Official, members of the Board of Appeals, and/or any employee charged with the enforcement of this Building Code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this Building Code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.
- (4) Legal Defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this Building Code shall be defended by legal representatives of the City until the final termination of the proceedings. The Building Official or any

subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this Building Code.

9.110 Deputies. The Building Official has the authority to appoint a deputy building official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Building Official to carry out the functions of the Building Code and to enforce the Code.

9.120 Right of Entry. Where it is necessary to make an inspection to enforce the provisions of this Building Code, or where the Building Official has reasonable cause to believe that there exists in a structure or on a premises a condition that is contrary to or in violation of this Building Code that makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this Building Code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

9.130 Stop Work Orders.

(1) Whenever any work is being done contrary to the provisions of the Building Code (or other pertinent laws or ordinances implemented through its enforcement), the Building Official may order the work stopped by notice in writing served on any person(s) engaged in the doing or causing of such work to be done. Such person(s) shall stop such work until specifically authorized by the Building Official to proceed thereafter.

(2) Any person who continues any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, is subject to the penalties of Sections 9.400 through 9.430 herein.

9.140 Authority to Disconnect Utilities in Emergencies. The Building Official or the Building Official's authorized representative shall have the authority to disconnect fuel-gas utility service, and/or other energy supplies to a building, structure, premises, or equipment regulated by the Building Code when necessary to eliminate an immediate hazard to life or property. The Building Official shall, whenever possible, notify the serving utility, the owner, and the occupant of the building, structure, or premises of the decision to disconnect prior to taking such action, and will notify such serving utility, owner and occupant of the building, structure or premises in writing of such disconnection within a reasonable time thereafter.

9.150 Authority to Abate Hazardous Equipment.

(1) When the Building Official ascertains that equipment, or any portion thereof, regulated by the Building Code has become hazardous to life, health, or property, the Building Official may order the equipment either removed from its location or restored to a safe and/or

sanitary condition, as appropriate. The notice must be in writing and contain a fixed time limit for compliance. Any person who uses the defective equipment after receiving the notice is subject to the penalties of Sections 9.400 through 9.430 herein.

(2) When equipment or an installation is to be disconnected, written notice of the disconnection (and causes therefor) must be given within 24 hours to the involved utility and also the owner and/or occupant of the building, structure, or premises. When equipment is maintained in violation of the Building Code and in violation of a notice issued pursuant to the provisions of this section, the Building Official may institute such action as the Building Official deems necessary to prevent, restrain, correct or abate the violation, including, but not limited to issuing civil penalties; declaring the building, structure, or premises dangerous; and denying entry.

9.160 Connection after Order to Disconnect. No person shall make a connection to or from an energy, fuel, or power supply to any equipment regulated by the Building Code which has been disconnected or ordered disconnected or discontinued by the Building Official until the Building Official specifically authorizes the reconnection and/or use of such equipment.

9.170 Occupancy Violations. Whenever any building, structure or equipment therein regulated by the Building Code is used contrary to the provisions of the Building Code, the Building Official may order such use discontinued and the structure (or portion thereof) vacated and provide such order through written notice to the owner, occupant, and/or user of the building, structure, or equipment. All persons using the structure (or portion thereof) shall discontinue the use within the time prescribed by the Building Official in the notice and make the structure, or portion thereof, comply with the requirements of the Building Code. Structures that are altered, modified, or repaired without the benefit of Permits, for purposes of adding rooms for tenants, shall be considered as occupancy violations and subject to the penalties of Section 9.400 through 9.430 herein.

9.180 Unsafe Buildings. When the Building Official ascertains that a building, structure, or premises, or any portion thereof, regulated by the Building Code is a public nuisance or otherwise has become hazardous to life, health, or property, the Building Official may order abatement by repair, rehabilitation, Demolition, or removal in accordance with the procedures set forth in the Building Code or such alternate procedures as may have been or as may be adopted by the City or the Building Official. As an alternative, the Building Official may institute any other appropriate action to prevent, restrain, correct or abate the violation.

9.190 Appeal of Administrative Decision or Rule. Appeals of administrative decisions or administrative rules of the Building Official under this Section 9.100 through 9.180 are made to the City Manager pursuant to Sections 9.400 through 9.430.

CONSTRUCTION DOCUMENTS AND PERMITS

9.200 Issuance.

(1) The application, Construction Documents, and other data filed by an applicant for a Permit shall be reviewed by the Building Official. Such Construction Documents may be reviewed by other departments of the City to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in an application for a Permit and the Construction Documents and other data filed therewith conform to the requirements of the Building Code and other pertinent laws and ordinances, and that the fees have been paid, the Building Official shall issue a Permit therefore to the applicant.

(2) Approval. When the Building Official issues the Permit where Construction Documents are required, the Building Official shall endorse in writing or stamp the Construction Documents as “Reviewed for Code Compliance.” Such endorsement of Construction Documents shall not be changed, modified, and altered without authorizations from the Building Official, and all work regulated by the Building Code shall be done in accordance with the approved Construction Documents.

(3) Partial Permits. The Building Official is authorized to promulgate additional administrative rules and regulations related to the efficient administration and review of partial Permits. Elements for partial Permits shall include but not be limited to deferred submittals, temporary Permits, and phased construction.

(4) Design Professional of Responsible Charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

(5) Used Materials and Equipment. Used materials, equipment, and devices shall not be reused unless approved by the Building Official. Used or salvaged dimensional lumber shall be permitted to be used.

(6) Modifications. Where there are practical difficulties involved in carrying out the provisions of this Building Code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or the owner’s authorized agent, provided that the Building Official shall first find that special individual reason makes the strict letter of this Building Code impractical, the modification is in compliance with the intent

and purpose of this Building Code and that such modification does not lessen health, accessibility, life and fire safety or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department.

(7) Alternative Materials, Design, and Methods of Construction and Equipment. The provisions of this Building Code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this Building Code, provided that any such alternative has been approved by the Building Official. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this Building Code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this Building Code in quality, strength, effectiveness, fire resistance, sanitation, durability and safety. Where the alternative material, design or method of construction is not approved, the Building Official shall state the reasons why the alternative was not approved.

(8) Research Reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this Building Code, shall consist of valid research reports from approved sources.

(9) Tests. Whenever there is insufficient evidence of compliance with the provisions of this Building Code, or evidence that a material or method does not conform to the requirements of this Building Code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made without expense to the municipality. Test methods shall be as specified in this Building Code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

9.210 Retention of Construction Documents. One set of approved Construction Documents shall be retained by the Building Official for a minimum period specified by Oregon public records laws. One set of approved Construction Documents shall be returned to the applicant, and the set shall be kept on the site of the building, structure, or worksite at all times during which the work authorized thereby is in progress.

9.220 Validity of Permit.

(1) The issuance or granting of a Permit or approval of Construction Documents cannot be construed to be a Permit for, or an approval of, any violation of any of the provisions of the Building Code or of any other ordinance of the City or any other applicable federal, state, or local law, statute, rule, regulation, or ordinance.

(2) The issuance of a Permit based on Construction Documents and other data does not prevent the Building Official from thereafter requiring the correction of errors in the Construction Documents and other data, or from preventing building operations, such as building

inspections, plan reviews, permit issuance, investigations, from being carried on thereunder when in violation of the Building Code or of any other ordinances of this jurisdiction.

(3) The legal occupancy of any structure existing on the date of adoption of this Code shall be permitted to continue without change, except as otherwise specifically provided in this Code.

(4) The Building Official may adopt administrative procedures regarding Permit and Permit application expirations, extensions, and/or reinstatements.

9.230 Work without a Permit; Investigation Fees.

(1) Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, change the character or use of the occupancy, or change the occupancy of a building or structure, which is regulated by this Building Code, or to cause any such work to be performed, shall first make application to the Building Official and obtain the required permit.

(2) Whenever any work for which a Permit is required by the Building Code has been commenced without first obtaining the Permit, a special investigation shall be made before a Permit may be issued for such work.

(3) An investigation fee, may be collected whether or not a Permit is then or subsequently issued. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this Code nor from any penalty prescribed by law.

(4) Any person, firm or corporation performing, or found to have performed work, prior to obtaining a Permit where a Permit is required for such work, shall be subject to the penalties of Sections 9.400 through 9.430 herein.

(5) Exception to this Section. The person, firm or corporation is working under a pre-approved process as defined by a specific administrative policy of the Building Official may be excepted from this Section.

9.240 Permit Not Transferable. A Permit issued to one person or firm is not transferable and shall not authorize any other person or firm to perform any work thereunder.

9.250 Suspension or Revocation. The Building Official may, in writing, suspend or revoke a Permit issued under the provisions of the Building Code whenever the Permit is issued in error on the basis of incorrect, inaccurate, or incomplete information supplied, or if its issuance (or activity thereunder) is in violation of any ordinance or regulation of any other provisions of the City Code.

9.260 Inspections.

(1) It shall be the duty of the Permit holder or authorized agent to request all inspections that may be necessary or otherwise required in a timely manner, provide access to the

site, and to provide all equipment as may be deemed necessary or appropriate by the Building Official. The Permit holder or applicant shall not proceed with construction activity prior to issuance of a Permit or until receiving specific written authorization to do so by the Building Official. It shall be the duty of the Permit holder to cause the work to remain accessible and exposed for inspection purposes. Any expense incurred by the Permit holder to remove or replace any material required for proper inspection shall be the sole responsibility of the Permit holder.

(2) Work requiring a Permit shall not be commenced until the Permit holder or an agent of the Permit holder has made available on site, a copy of the Permit authorizing such work and supporting documents such as City-approved Construction Documents. The Permit and supporting documents shall be maintained available by the Permit holder until final approval has been granted by the Building Official.

(3) The Building Official shall make the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise.

9.270 Demolition Permits. Unless otherwise exempt by the Building Official this section shall apply to Permit applications to demolish structures, and where timely and practicable, shall include the following:

(1) Photos. Electronic photos of each structure proposed for Demolition must be provided to the City at the time of Permit application and prior to any Demolition. The size, quantity, format, resolution, and context of photos shall be set by the Community Development Director. Unless otherwise exempt, photos shall be made available as part of the public record for the structure as required by law.

BUILDING CODES AND FEES

9.300 Purpose. The purpose of Sections 9.310 through 9.380 is to enable the City Council to adopt provisions of its Building Code through resolutions so that the City's Building Code remains current with state and federal requirements, new technologies, and best practices. Adoption of provisions of the Building Code by resolution will allow the City to remain nimble and flexible to timely respond to changing state and federal laws and regulations.

9.310 Structural Specialty Code. The City's adoption of a Structural Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.320 Zero Energy Ready Commercial Code. The City's adoption of a Commercial Energy Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.330 Mechanical Specialty Code. The City's adoption of a Mechanical Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.340 Residential Specialty Code. The City's adoption of a Residential Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.350 Electrical Specialty Code. The City's adoption of a Electrical Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.360 Plumbing Specialty Code. The City's adoption of a Plumbing Specialty Code will be by resolution and will be incorporated as part of the Building Code.

9.370 Fire Code. The City's adoption of a Fire Code will be by resolution and will be incorporated as part of the Building Code.

9.380 Fees. Permit fees will be adopted by resolution.

VIOLATIONS

9.400 Violations; Penalties; Remedies.

(1) No person may erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain a building or structure in the City, or cause the same to be done, contrary to or in violation of the Building Code.

(2) Violation of a provision of the Building Code shall be subject to a civil penalty of no less than \$50.00 and not exceeding \$5,000.00 per offense, or in the case of a continuing offense, not more than \$1,000.00 for each day of the offense and shall be processed in accordance with the procedures set forth in Sections 9.410 through 9.430.

(3) Each day that a violation of a provision of the Building Code exists constitutes a separate violation.

(4) The penalties and remedies provided in Sections 9.400 through 9.430 are not exclusive and are in addition to other penalties and remedies available to the City under the City Code, other City ordinance, or Oregon or federal law.

9.410 Authority to Impose Civil Penalty.

(1) In addition to, and not in lieu of, any other enforcement mechanism authorized by the Building Code or the City Code, upon a determination by the Building Official that a person has violated a provision of the Building Code or a rule adopted thereunder, the Building Official may impose upon the violator and/or any other responsible person an administrative civil penalty as provided by subsections (1) to (12) of this Section. For purposes of this subsection, a responsible person includes the violator, and if the violator is not the owner of the building or property at which the violation occurs, may include the owner as well.

(2) Prior to imposing an administrative civil penalty under this Section, the Building

Official may, in the Building Official's discretion, pursue reasonable attempts to secure voluntary correction. If the violator fails to correct the violation, the Building Official may issue a notice of civil violation to one or more of the persons responsible to correct the violation. Except where the Building Official determines that the violation poses an immediate threat to health, safety, environment, or public welfare, the time for correction shall be not less than five (5) calendar days.

(3) Following the date or time by which the correction must be completed as required by an order to correct a violation, the Building Official shall determine whether such correction has been completed. If the required correction has not been completed by the date or time specified in the order, the Building Official may impose a civil penalty on each person to whom an order to correct was issued.

(4) Notwithstanding subsection (2) above, the Building Official may impose a civil penalty without having issued an order to correct violation or made attempts to secure voluntary correction where the Building Official determines that the violation was knowing or intentional or a repeat of a similar violation.

(5) In imposing a penalty authorized by this Section, the Building Official will consider:

- (a) The person's past history in taking all feasible steps or procedures necessary or appropriate to correct the violation;
- (b) Any prior violations of statutes, rules, orders, and Permits;
- (c) The gravity and magnitude of the violation;
- (d) Whether the violation was repeated or continuous;
- (e) Whether the cause of the violation was an unavoidable accident, negligence, or an intentional act;
- (f) The violator's cooperativeness and efforts to correct the violation; and
- (g) Any relevant rule of the Building Code or the City Code.

(6) The notice of civil penalty shall either be served by personal service or shall be mail by registered or certified mail, return receipt requested. Any such notice served by mail shall be deemed received for purposes of any time computations hereunder three (3) days after the date mailed. A notice of civil penalty shall include:

- (a) Reference to the particular Building Code provision or rule involved;
- (b) A short and plain statement of the matters asserted or charged;

(c) A statement of the amount of the penalty or penalties imposed;

(d) The date on which the order to correct was issued and time by which correction was to be made, or if the penalty is imposed pursuant to subsection (4), a short and plain statement of the basis for concluding that the violation was knowing, intentional, or repeated; and

(e) A statement of the party's right to appeal the civil penalty to the City Manager.

(7) Any person who is issued a notice of civil penalty may appeal the penalty to the City Manager pursuant to Section 9.420.

(8) A civil penalty imposed hereunder shall become final upon expiration of the time for filing an appeal, unless the responsible person appeals the penalty to the City Manager pursuant to, and within the time limits established by, Section 9.420. If the responsible person appeals the civil penalty to the City Manager, the penalty shall become final, if at all, upon issuance of the City Manager's decision affirming the imposition of the administrative civil penalty.

(9) Each day the violator fails to remedy the Building Code violation shall constitute a separate violation.

(10) Failure to pay a penalty imposed hereunder within ten (10) calendar days after the penalty becomes final as provided in subsection (8) shall constitute a separate and additional violation of the Building Code. Each day the penalty is not paid thereafter shall constitute a separate violation. The Building Official also is authorized to collect the penalty by any administrative or judicial action or proceeding authorized by subsection (11) below, other provisions of the City Code, or Oregon statutes. The civil administrative penalty authorized by this Section shall be in addition to:

(a) Assessments or fees for any costs incurred by the City in remediation, cleanup, or abatement; and

(b) Any other actions authorized by law.

(11) If an administrative civil penalty is imposed on a responsible person because of a violation of any provision of the Building Code resulting from prohibited use or activity on real property, and the penalty remains unpaid thirty (30) calendar days after such penalty became final, the Building Official shall assess the property the full amount of the unpaid fine and shall enter such an assessment as a lien in the municipal lien docket pursuant to Section 9.430. At the time such an assessment is made, the Building Official shall notify the responsible person that the penalty has been assessed against the real property upon which the violation occurred and has been entered in the municipal lien docket. The interest shall commence from the date of entry of the lien in the lien docket.

(12) In addition to enforcement mechanisms authorized elsewhere in the Building Code and the City Code, failure to pay an administrative civil penalty imposed pursuant to this Section will be grounds for withholding issuance of requested Permits or licenses, for issuing a stop work order, if applicable, or revoking or suspending any issued Permits or certificates of occupancy.

9.420 Appeal of Penalty.

(1) A person aggrieved by an action of the Building Official taken pursuant to a section of the Building Code that authorizes an appeal under this Section may, within ten (10) Business Days after the date of notice of the action, appeal in writing to the Building Official. The appeal shall state:

- (a) The name and address of the appellant;
- (b) The nature of the determination being appealed
- (c) The reason the determination is incorrect; and
- (d) What the correct determination of the appeal should be.

An appellant who fails to file such a statement within the time permitted waives the objections, and the appeal shall be summarily dismissed by the City Manager.

(2) Upon receipt of a timely appeal that meets the requirements of subsection (1), the Building Official may prepare a written response brief and provide the response brief to the City Manager and the appellant no less than seven (7) days prior to the hearing date.

(3) If a notice of revocation of a license or Permit is the subject of the appeal, the revocation does not take effect until final determination of the appeal. Notwithstanding this paragraph, an emergency suspension shall take effect upon issuance of, or such other time stated in, the notice of suspension.

(4) Unless the appellant and the City agree to a longer period, an appeal shall be heard by the City Manager within thirty (30) calendar days of the receipt of the appeal. No later than seven (7) calendar days prior to the hearing, the City shall mail notice of the time and location thereof to the appellant.

(5) The City Manager shall hear and determine the appeal on the basis of the appellant's written statement, the Building Official's response brief, if any, and any additional evidence the City Manager deems appropriate. At the hearing, the appellant may present testimony and oral argument personally or by counsel. The Building Official may also present testimony and oral argument, and may have the City represented by the City Attorney's Office if the appellant is represented by counsel. The rules of evidence as used by courts of law do not apply.

(6) The City Manager will issue a written decision within ten (10) Business Days of the hearing date. The decision of the City Manager after the hearing is final.

(7) Any legal action contesting the City Manager's decision on the appeal must be filed within sixty (60) calendar days of the City Manager's decision. Review of the City Manager's decision shall be by writ of review pursuant to ORS 34.010 to 34.100.

9.430 Lien.

(1) There shall be a lien created and it shall be done in accordance with this Section.

(2) Any fine, assessment, or civil penalty imposed pursuant to the Building Code that remains unpaid thirty (30) calendar days after the penalty is imposed (or after the fine, assessment, or civil penalty has been affirmed on appeal), shall be filed as a lien against the lot, lots, or parcels of land involved in the municipal lien docket. Any costs incurred by the City in the abatement of any dangerous building and/or any other fine, assessment or administrative civil penalty not paid within thirty (30) days shall be an assessment and lien against the property where the building is located.

(3) Notice. At the time of filing in the municipal lien docket, notice shall be provided to the responsible person. If the responsible person is not the owner of the property shown in the electronic records of the applicable county assessor on that date, then notice shall also be sent to the owner of the property. Failure to provide notice shall not in any way effect the validity of the lien. The notice shall state that the amounts imposed as penalties shall be payable and due, and that the penalties shall be liens against the lots or parcels of land involved, respectively.

(4) Interest. All such liens remaining unpaid after thirty (30) calendar days from the date of recording on the municipal lien docket shall become delinquent and shall bear interest at the rate of ten (10) percent per annum from and after that date.

(5) Enforcement. The liens shall be enforced in the manner provided in Oregon Revised Statutes Chapter 223 and shall have priority over all such other liens and encumbrances of any character.

BOARD OF APPEALS

9.500 Establishment of Board of Appeals.

(1) In order to hear and decide appeals of orders, decisions or determinations made by the Building Official related to the application and interpretation of technical or scientific matters of the Building Code, there shall be and is hereby created a Board of Appeals consisting of three (3) members (not including the Building Official) who are qualified by experience and training to make determinations on matters pertaining to building construction and who are not employees of the City of Wilsonville. The Building Official is an ex officio member of, and shall act as secretary to, the Board of Appeals, but has no vote on any matter before the Board of Appeals. The three (3) members of the Board of Appeals shall be appointed by the Mayor with

the consent of the City Council and may be removed by the Mayor with the consent of the City Council. The Board of Appeals will adopt rules of procedure for conducting its business, and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Building Official.

(2) The Board of Appeals does not have any authority related to interpretation of the administrative provisions of the Building Code, is not empowered to waive requirements of the Building Code, and has no authority to deliberate and make determinations on Development Review Board, Planning Commission, or City Council requirements or conditions of approval.

(3) Appeals of land use decisions are processed in accordance with the Wilsonville Code Chapter 4.

(4) Appeals of administrative decisions of the Building Official are made to the City Manager pursuant to Section 9.420.

(5) Appeals of civil penalties issued by the Building Official are made to the City Manager pursuant to Section 9.420.

(6) Any person aggrieved by the final decision of the Board of Appeals that pertains to a State of Oregon Building Code adopted by the City may appeal to the appropriate state advisory board as provided by Oregon law.

9.510 Appeal Procedure.

(1) Decision to be Appealed; Filing Date. Any decision relating to the suitability of alternative materials, designs, and methods of construction or interpretation by the Building Official with regard to the Building Code may be appealed to the Board of Appeals within ten (10) calendar days of the date of the decision or interpretation being appealed, in conformance with procedures provided herein.

(2) The Community Development Director will determine if the appeal is timely and if the appellant qualifies as a filing party under Section 9.520 herein.

(3) The Community Development Director will determine if the appeal is complete. For purposes of this section, a complete appeal shall contain:

(a) The name and address of the appellant, under what provision of Section 9.520 appellant qualifies as a filing party, and the location of the property, if applicable; and

(b) A clear, concise written statement of the grounds for the appeal, identifying the specific decision being appealed, explaining the proposed alternative material, design, or method of construction and how it meets the intent of the relevant code, specifically identifying how the proposed alternative material, design or method will be at least as safe, and last as long, as the materials or methods described in this

code; and/or

(c) A clear, concise written statement of the grounds for the appeal, identifying the specific decision being appealed, setting out the specific interpretation made by the Building Official and setting out a concise explanation of how the interpretation is in error, citing to the specific provisions of the Building Code at issue.

(4) If the appeal is complete and timely, the Building Official will schedule a meeting of the Board of Appeals within twenty (20) Business Days of the filing of the appeal and provide notice of the meeting of the Board of Appeals to the appellant and to the owner of the property, if different from the appellant and if applicable. The Building Official shall not schedule a meeting of the Board of Appeals to hear an appeal until an appeal is complete. If the appeal is untimely or fails to meet the requirements of Subsection (3) above, or if the appellant does not qualify as a filing party, the appeal shall be automatically and summarily dismissed by the Community Development Director without a hearing. The Community Development Director will provide written notice to the appellant of the dismissal and the grounds for the dismissal.

(5) The Board of Appeals shall hear timely and complete appeals in the following order of testimony: a brief staff report, the appellant, testimony in favor of the appeal, testimony in opposition to the appeal, testimony neutral to the appeal, rebuttal by the appellant and/or any person who testified in favor of the appeal, sur-rebuttal by the staff and/or any person who testified in opposition. The Board of Appeals may ask questions of any person who testifies during that person's testimony. The Board of Appeals will close the hearing at the end of testimony, deliberate and make a decision to uphold the appeal or deny the appeal.

(6) The maximum time for the Board of Appeals to render a decision from the date of a timely and complete appeal may not exceed Thirty (30) Business Days. The Chair of the Board of Appeals may suspend this procedural time frame when the complexity of the issue merits additional decision time.

(7) An appellant may appeal the Board of Appeals' decision to the Oregon Department of Consumer and Business Services Building Codes Division.

9.520 Filing Parties.

(1) Appeals may only be filed by the following parties affected by a decision:

- (a) The permit applicant, owner or the owner's authorized representative;
- (b) The violator or a responsible person who has received a notice of violation or civil penalty; or
- (c) Any resident or property owner within 150 feet of a parcel of land that is the subject of the decision.

SEVERABILITY

9.600 Severability. The provisions of this Chapter 9 are severable, and it is the intention of the City Council to confer the whole or any part of the powers herein provided for. If any clause, section, or provision of this Chapter 9 is declared unconstitutional or invalid for any reason, the remaining portion of this Chapter 9 shall remain in full force and effect and be valid as if such invalid portion had not been incorporated. It is hereby declared that the City Council intends that this Chapter 9 would have been adopted had such an unconstitutional provision not been included.

ATTACHMENT

CHAPTER 1

SCOPE AND ADMINISTRATION

PART 1—SCOPE AND APPLICATION

SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the *Oregon Structural Specialty Code* and may be cited as such and will be referred to herein as “this code.”

101.2 Scope. The scope of this code is as provided in ORS 455.020(1).

ORS 455.020 is not part of this code but is reprinted here for the reader’s convenience:

455.020 Purpose; scope of application; exceptions; scope of rules; fees by rule.

(1) This chapter is enacted to enable the Director of the Department of Consumer and Business Services to promulgate a state building code to govern the construction, reconstruction, alteration and repair of buildings and other structures and the installation of mechanical devices and equipment therein, and to require the correction of unsafe conditions caused by earthquakes in existing buildings. The state building code shall establish uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort and security of the residents of this state who are occupants and users of buildings, and will provide for the use of modern methods, devices, materials, techniques and practicable maximum energy conservation. [Formerly 456.755; 1991 c.227 §2; 1991 c.310 §2; 1995 c.304 §1; 1995 c.400 §5; 1999 c.1045 §13; 1999 c.1082 §11; 2001 c.710 §8]

The *Oregon Structural Specialty Code* as adopted by the State of Oregon, Building Codes Division, includes portions of the *International Building Code*, the *International Fire Code* and other nationally adopted codes.

It does not include provisions of the “State Fire Code” adopted under the State Fire Marshal’s statutory authority. Unlike the “State Fire Code,” the provisions of the *Oregon Structural Specialty Code* shall apply to the construction, reconstruction, alteration, repair and installation of materials and equipment in or a part of buildings and structures covered under the *state building code*.

Detached one- and two-family *dwelling*s and multiple single-family *dwelling*s (*townhouses*) not more than three *stories above grade plane* in height with a separate *means of egress* and their accessory structures shall comply with the *Residential Code*.

Consistent with the purpose and scope of application of the *state building code* as authorized in ORS 455.020, this code shall not apply to the following:

1. The construction, alteration, moving, demolition, repair, maintenance and work located primarily in a public way.
2. Abatement of nuisances and dangerous buildings.
3. Fire safety during construction.
4. Demolition.
5. Protection of adjoining property.
6. Temporary use of streets, alleys and public property.
7. Portable fire extinguishers.
8. Encroachments into the public way.
9. Public utility towers and poles.
10. Mechanical equipment not specifically regulated in this code.
11. Hydraulic flood control structures, including but not limited to dams and levees.
12. Retaining walls that do not provide safeguards for the users of buildings; and do not support a regulated building or required *accessible* parking; and do not retain material, if not restrained, could impact a regulated building.
13. Fences.
14. Tanks that are located exterior to and not attached to or supported by a regulated building.
15. Cellular phone, radio, television and other telecommunication and broadcast towers that are not attached to or supported by a regulated building.
16. Flagpoles not attached to or supported by a regulated building.
17. Signs not attached to or supported by a regulated building.
18. Ground-mounted photovoltaic arrays.
19. Floating structures.
20. Docks.
21. Fixed piers or wharves with no *superstructure*.
22. Equipment shelters not intended for human occupancy with a *building area* of 250 square feet or less, designated as *Risk Category I* or II.
23. Transitional housing accommodations.
24. Administration and implementation of a National Flood Insurance Program (NFIP).

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25. Detached tents and other membrane structures erected for periods of 180 days or less.
26. Other structures not regulated by the *state building code* consistent with the scope of ORS 455.020.

Municipalities, as defined in ORS 455.010(5), may establish administrative procedures in accordance with ORS 455.020(4), and may amend specific sections of Chapter 1, as identified throughout the chapter.

Municipalities are permitted to enact local ordinances for the following:

1. Pursuant to the regulation of dangerous buildings, a *municipality* may adopt seismic rehabilitation plans that provide for phased completion of repairs that are designed to provide improved life safety but that may be less than the standards for new buildings.
2. Abatement of nuisances and dangerous buildings.
3. Fire safety during construction.
4. Demolition.
5. Protection of adjoining property.
6. Temporary use of streets, alleys and public property.
7. Encroachments into the public way.
8. Retaining walls that do not provide safeguards for the users of buildings; and do not support a regulated building or required *accessible* parking; and do not retain material, which if not restrained, could impact a regulated building.
9. Fences.
10. Tanks that are located exterior to and not attached to or supported by a regulated building.
11. Cellular phone, radio, television and other telecommunication and broadcast towers that are not attached to or supported by a regulated building.
12. Flagpoles not attached to or supported by a regulated building.
13. Signs not attached to or supported by a regulated building.
14. Floating structures.
15. Docks.
16. Fixed piers or wharves with no *superstructure*.
17. Equipment shelters not intended for human occupancy with a *building area* 250 square feet or less, designated as *Risk Category I* or II.
18. Administration and implementation of a National Flood Insurance Program (NFIP).
19. Transitional housing accommodations.
20. Matters not encompassed by this code.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted as noted in Sections 101.2.1.1 through 101.2.1.3.

101.2.1.1 Adopted appendices. The following appendices are adopted by the State of Oregon, Building Codes Division, as part of the *state building code*:

1. Appendix C, "Agricultural Buildings."
2. Appendix I, "Patio Covers."
3. Appendix P, "Tall Wood Buildings."

101.2.1.2 Appendices not adopted, but are available for municipal adoption. The following appendices are not adopted by the State of Oregon, Building Codes Division, as part of the *state building code* but may be specifically adopted by a local *municipality* through local ordinance.

1. Appendix A, "Employee Qualifications."
2. Appendix B, "Board of Appeals."
3. Appendix D, "Fire Districts."
4. Appendix F, "Rodentproofing."
5. Appendix G, "Flood-resistant Construction."
6. Appendix H, "Signs."
7. Appendix J, "Grading."
8. Appendix O, "Tsunami Loads."

101.2.1.3 Appendices not adopted and not available for municipal adoption. The following appendices are not adopted by the State of Oregon, Building Codes Division, as part of the *state building code*, and a local *municipality* may not adopt the same as the subject matter is encompassed by this code:

1. Appendix E, "Supplementary Accessibility Requirements."
2. Appendix K, "Administrative Provisions."
3. Appendix L, "Earthquake Recording Instrumentation."
4. Appendix M, "Tsunami-generated Flood Hazard."
5. Appendix N, "Replicable Buildings."

101.3 Purpose. The purpose of this code, as provided in ORS 455.020(1) and noted in Section 101.2, is to establish the minimum requirements to provide a reasonable level of safety, health and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations. It is not the purpose of this code to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods

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of construction or other requirements, the most restrictive shall govern.

102.1.1 Statutory references. This code is adopted pursuant to Oregon Revised Statutes (ORS). Where this code and the statutes specify different requirements, the statute shall govern. Statutes related to this code include, but are not limited to, ORS 455.010 through 455.895 and ORS 447.210 through 447.310.

Statutes referenced may be obtained from the Building Codes Division, 1535 Edgewater St. NW, Salem, OR 97304 or P.O. Box 14470, Salem, OR 97309 at a nominal cost or read online at: www.oregon.gov/bcd.

102.2 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code shall take precedence over the provisions in the referenced code or standard.

OAR 918-008-0000 is not part of this code but is reprinted here for the readers' convenience:

918-008-0000 Purpose and Scope

(1) The Department of Consumer and Business Services, Building Codes Division, adopts model building codes, standards and other publications by reference, as necessary, through administrative rule to create the state building code. When a matter is included in a specialty code or referenced publication that is in conflict with Oregon Revised Statutes or Oregon Administrative Rules, the statute or rule applies and the code or standard provision does not. All remaining parts or application of the code or standard remain in effect.

(2) Unless required by law, matters generally not authorized for inclusion in a specialty code or referenced standard include, but are not limited to: licensing or certification requirements, or other qualifications and standards for businesses or workers; structures or equipment maintenance requirements; matters covered by federal or state law; and matters that conflict with other specialty codes or publications adopted by the department.

(3) OAR 918-008-0000 to OAR 918-008-0070 provides the process for adopting and amending the state building code that is consistent across all program areas.

(4) The state building code is derived from the most appropriate version of base model codes, which are updated periodically.

(5) The Oregon specialty code amendment process begins approximately midway into a code cycle.

(6) An appropriate advisory board approves or forwards the adoption of the Oregon specialty code and amendments to the Department for adoption.

(7) Notwithstanding sections (3) through (6) of this rule, the division may adopt supplemental code amendments as authorized by OAR 918-008-0028.

[Publications: Publications referenced are available from the agency.]

Stat. Auth.: ORS 447.020, 455.030 & 479.730

Stats. Implemented: ORS 447.020, 455.030 & 479.730

Hist.: BCD 26-1994, f. & cert. ef. 11-15-94; BCD 6-1997, f. & cert. ef. 4-1-97; BCD 3-2006(Temp), f. & cert. ef. 3-1-06 thru 8-27-06; BCD 9-2006, f. 6-30-06, cert. ef. 7-1-06; BCD 1-2014, f. 1-22-14, cert. ef. 4-1-14

102.4.3 ASCE Standard 24, Flood Resistant Design and Construction. The following ASCE 24 tables are not adopted by the State of Oregon, Building Codes Division, as part of the *state building code*, as the subject matter encompasses *Free Board, Base Flood Elevation and Design Flood Elevation*. The authority to establish the same is reserved for local government.

1. Table 2-1, *Minimum elevation of the top of lowest floor.*
2. Table 4-1, *Minimum elevation of bottom of lowest supporting horizontal structural member of lowest floor.*
3. Table 5-1, *Minimum elevation below which flood damage-resistant materials shall be used.*
4. Table 6-1, *Minimum elevation of floodproofing.*
5. Table 7-1, *Minimum elevation of attendant utilities and equipment.*

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National Flood Insurance Program (NFIP)

Each local community participating in the National Flood Insurance Program (NFIP) designates a local *flood plain administrator* who is responsible to make sure communities meet their insurance program obligations. Certain matters comprised within the NFIP program may conflict with or overlap with the *state building code*. Certain decisions such as sill plate height and other NFIP criteria fall under the authority and responsibility of the *flood plain administrator*. Once decisions under the NFIP program are made, then the appropriate requirements of this code for the construction of the building are applied.

Local communities may choose to designate their local *building official* as the *flood plain administrator* or may designate other staff. When a *building official* functioning in the capacity of *flood plain administrator* exercises authority under the NFIP, such decisions are not part of this code nor subject to the *building official* duties and responsibilities as adopted by the Oregon Building Codes Division.

Per ORS 455.210(3)(c), local communities are prohibited from using building permit monies for any matter other than administration and enforcement of the *state building code*. Administration and implementation of a local NFIP program are not part of the *state building code*.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code.

Occupied and existing structures under state law related to building inspection programs

Note: This information is provided for *building official* use and is not intended to provide direction to any other form of government outside of a *building official* operating under Oregon Building Codes Division's state laws and rules. Questions regarding this information should be addressed through local counsel.

Under ORS 476.030 and Chapter 455, *building officials* are prohibited from requiring corrections or any changes to an existing structure that is maintained in conformity with the *state building code* regulations in effect at the time of construction.

Under ORS Chapters 476 and 455, occupied structures that have no valid certificate of occupancy do not fall under the delegated authority from the state Building Codes Division. No state authority exists for *building officials* to access buildings or require corrections for structures unless a permit application is on file.

References within the state *building code* that provide access and investigative authority to *building officials* are rescinded and are not valid.

Under state authority, buildings occupied without a valid certificate of occupancy or permit are under the enforcement authority of the Office of State Fire Marshal.

Local programs should ensure that adequate local ordinances have been adopted allowing for enforcement action where a certificate of occupancy was not issued or where no permit has been applied for.

102.6.1 Compliance. The *repair, alteration, change of occupancy, and addition* to existing buildings shall comply with the *International Existing Building Code* as amended by Chapter 34 of this code.

102.6.1.1 Local seismic rehabilitation. See ORS 455.020 (4).

ORS 455.020 (4) is not part of this code but is reprinted here for the readers' convenience:

455.020 Purpose; scope of application; exceptions; scope of rules; fees by rule.

(4) This chapter and any specialty code does not limit the authority of a municipality to enact regulations providing for local administration of the *state building code*; local appeal boards; fees and other charges; abatement of nuisances and dangerous buildings; enforcement through penalties, stop-work orders or other means; or minimum health, sanitation and safety standards for governing the use of structures for housing, except where the power of municipalities to enact any such regulations is expressly withheld or otherwise provided for by statute. Pursuant to the regulation of dangerous buildings, a municipality may adopt seismic rehabilitation plans that provide for phased completion of repairs that are designed to provide improved life safety but that may be less than the standards for new buildings. [Formerly 456.755; 1991 c.227 §2; 1991 c.310 §2; 1995 c.304 §1; 1995 c.400 §5; 1999 c.1045 §13; 1999 c.1082 §11; 2001 c.710 §8]

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103
DEPARTMENT OF BUILDING SAFETY

The requirements of Section 103 shall apply unless specifically amended by a local *municipality* under the authority of ORS 455.020.

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the *building official*.

103.2 Appointment. The *building official* shall be appointed by the chief appointing authority of the *municipality*.

103.3 Deputies. In accordance with the prescribed procedures of this *municipality* and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy building official, the related

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technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

SECTION 104 DUTIES AND POWERS OF BUILDING OFFICIAL

The requirements of Sections 104.1 and 104.3 shall apply unless specifically amended by a local *municipality* under the authority of ORS 455.020.

104.1 General. The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Consistent with discretionary decision-making powers granted to *building officials*, a *building official* may take any action including but not limited to waiving a requirement, modifying a requirement and/or accepting an alternate method to the requirements of this code. When waiving or accepting a modification, a *building official* shall not allow a provision that would create an imminent threat to public health or safety, and may not enforce requirements that are in addition to this code.

104.2 Applications and permits. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas* established by the *flood plain administrator*, the *flood plain administrator* shall determine if the proposed work constitutes substantial improvement or *repair of substantial damage*. Where the *flood plain administrator* determines that the proposed work constitutes *substantial improvement* or *repair of substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612.

104.3 Notices and orders. The *building official* shall issue necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The *building official* shall make the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Right of entry. (Not adopted by the State of Oregon, Building Codes Division, as part of the *state building code*.)

104.6 Department records. The *building official* shall keep official records as dictated by OAR 166-150-0020 where a county has jurisdiction; OAR 166-200-0250 where a city has jurisdiction; and OAR Chapter 166 Division 300, et al., for the cities and counties where the State of Oregon has jurisdiction. Such records shall be retained in the official records for the period indicated in the respective OAR sections noted in this section. The *building official* shall maintain a permanent record of all permits issued in *flood hazard areas*, including copies of inspection reports and certifications required in Section 1612.

104.7 Liability. See ORS 30.265 for regulations relating to liability.

104.8 Approved materials and equipment. Materials, equipment and devices *approved* by the *building official* shall be constructed and installed in accordance with such approval.

104.8.1 Used materials and equipment. Used materials, equipment and devices shall not be reused unless approved by the *building official*. Used or salvaged dimensional lumber shall be permitted to be used.

104.9 Modifications. Where there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the *owner* or the *owner's* authorized agent, provided that the *building official* shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, *accessibility*, life and fire safety or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.9.1 Flood hazard areas. (Not adopted by the State of Oregon, Building Codes Division, as part of the *state building code*.) The *building official* shall not grant modifications to any provision required in *flood hazard areas* as established by Section 1612.3 unless a determination has been made that:

1. A showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site render the elevation standards of Section 1612 inappropriate.
2. A determination that failure to grant the variance would result in exceptional hardship by rendering the lot undevelopable.
3. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.
4. A determination that the variance is the minimum necessary to afford relief, considering the flood hazard.
5. Submission to the applicant of written notice specifying the difference between the *design flood elevation* and the elevation to which the building is to be built, stating that the cost of flood insurance will be

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commensurate with the increased risk resulting from the reduced floor elevation, and stating that construction below the *design flood elevation* increases risks to life and property.

104.10 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *building official* shall respond in writing, stating the reasons why the alternative was not *approved*.

104.10.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

104.10.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made without expense to the *municipality*. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

SECTION 105 PERMITS

105.1 Required. Any *owner* or owner's authorized agent who intends to construct, enlarge, alter, *repair*, move, change the character or use of the occupancy, or change the occupancy of a building or structure, which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*. See ORS 455.020(2).

Exceptions:

1. Construction subject to minor labels and master permits when authorized by the inspection authority under OAR Chapter 918, Division 100.
2. Temporary (180 days) structural supports, structural replacement or repairs performed in an emergency on an existing structure. The authority having jurisdiction shall be notified of this work within 72 hours

and permit application for the temporary work shall be submitted within the next five business days.

105.2 Work exempt from permit. *Permits* shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 120 square feet (11 m²).
2. Oil derricks.
3. Platforms, sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or *story* below and are not part of an *accessible route*.
4. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
5. Temporary motion picture, television and theater stage sets and scenery.
6. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
7. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support.
8. Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
9. Farm or forest use agricultural buildings exempted in ORS 455.315 (see also Appendix C).
10. Equine facilities exempted in ORS 455.315.

Note: Unless otherwise exempted, separate plumbing, electrical and mechanical permits may be required for the exempted items listed in this section. Additionally, all new construction and substantial improvements (including the placement of prefabricated buildings and certain building work exempt from permit under Section 105.2) shall be designed and constructed with methods, practices and materials that minimize flood damage in accordance with this code.

105.2.1 Repairs. Application or notice to the *building official* is not required for ordinary repairs to structures. Such repairs shall not include the cutting away of any wall, partition or portion thereof; the removal or cutting of any structural beam or load-bearing support; or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any standpipe.

The requirements of Sections 105.3 through 105.6 shall apply unless specifically amended by a local *municipality* under the authority of ORS 455.020.

105.3 Application for permit. To obtain a *permit*, the applicant shall first file an application therefor in writing on a form

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furnished by the department of building safety for that purpose. Such application shall:

1. Identify and describe the work to be covered by the *permit* for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by *construction documents* and other information as required in Section 107.
5. State the valuation of the proposed work.
6. Be signed by the applicant, or the applicant's authorized agent.
7. Give such other data and information as required by the *building official*.

105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefor. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable.

105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.4 Validity of permit. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other laws or ordinances of the *municipality*. *Permits* presuming to give authority to violate or cancel the provisions of this code or other laws or ordinances of the *municipality* shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is authorized to prevent occupancy or use of a structure where in violation of this code or of any other laws or ordinances of this *municipality*.

105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. The *building official* is authorized to grant, in

writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.6 Suspension or revocation. The *building official* is authorized to suspend or revoke a *permit* issued under the provisions of this code wherever the *permit* is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.

105.7 Placement of permit. The building *permit* or copy shall be kept on the site of the work until the completion of the project.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for *live loads* exceeding 50 psf (2.40 kN/m²), such design *live loads* shall be conspicuously posted by the owner or the owner's authorized agent in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted in two or more sets with each *permit* application. The *construction documents* shall be prepared by a *registered design professional* where required by ORS 671 and 672. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

Exceptions:

1. The *building official* may waive the submission of plans, calculations, construction inspection requirements and other data and the related plan review fee if it is found that the nature of the work applied for is such that review of plans is not necessary to obtain compliance with this code.
2. Plans, specifications, calculations, diagrams and other data prepared and designed by an engineer or architect licensed by the state to practice as such are not required for the following work, provided the *building official* determines that the work is not of a

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highly technical nature or there is no unreasonable potential risk to life and/or safety of the structure:

- 2.1. The erection, enlargement or alteration of any building, or any appurtenance thereto, where the resulting building has a ground area of 4,000 square feet (372 m²) or less and is not more than 20 feet (6096 mm) in height from the top surface of the lowest floor to the highest interior overhead finish (see ORS 671.030).
- 2.2. A single-family dwelling; farm agricultural building; nonfarm agricultural building; or accessory building to a single-family dwelling, farm agricultural building, or nonfarm agricultural building.
- 2.3. Alterations or repairs that do not involve the structural parts of the building.

107.2 Construction documents. *Construction documents* shall be in accordance with Sections 107.2.1 through 107.2.8.

107.2.1 Information on construction documents. *Construction documents* shall be dimensioned and drawn on suitable material. Electronic media documents are permitted to be submitted where *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*.

107.2.2 Fire protection system shop drawings. Shop drawings, plans, specifications or sketches for the *fire protection system(s)* shall be submitted to the *building official* pursuant to the requirements of the *state building code* and ORS Chapter 455 or ORS 479.155 to determine compliance with the *state building code*, including but not limited to fire and life safety standards that are part of the *state building code*. Shop drawings, plans, specifications or sketches shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9. The issuance of permits and inspections shall be the authority of the *building official* to administer under ORS Chapter 455.

107.2.3 Means of egress. The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the *exit discharge* to the *public way* in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall* system that was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balconies and elevated walking surfaces. Where balconies or other elevated walking surfaces are exposed to water from direct or blowing rain, snow, or irrigation, and the structural framing is protected by an impervious moisture barrier, the *construction documents* shall include details for all elements of the impervious moisture barrier system. The *construction documents* shall include manufacturer's installation instructions.

107.2.6 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and it shall be drawn in accordance with an accurate boundary line survey. The *building official* is authorized to waive or modify the requirement for a site plan where the application for *permit* is for *alteration* or *repair* or where otherwise warranted.

107.2.7 Structural information. The *construction documents* shall provide the information specified in Section 1603.

107.3 Examination of documents. The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, as "Reviewed for Code Compliance." One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly autho-

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alized representative. *Construction documents* shall be approved in the timelines specified in ORS 455.467.

ORS 455.467(1) & (2) are not part of this code but are reprinted here for the reader's convenience:

455.467 Timelines for approval or disapproval of certain specialty code building plans; exceptions; phased permit systems; failure to adhere to timelines.

(1) Except as provided in subsection (2) of this section, for specialty code plan reviews of simple low-rise residential dwellings, the Department of Consumer and Business Services or a municipality that administers a building inspection program under ORS 455.148 or 455.150 shall approve or disapprove the specialty code building plan:

(a) For a jurisdiction with a population that is less than 300,000, within 10 business days of receiving a complete application, or shall implement the process described in ORS 455.465.

(b) For a jurisdiction with a population that is 300,000 or more, shall implement the process described in ORS 455.465.

(2) The 10-day and 15-day requirements in subsection (1) of this section do not apply if:

(a) The plan requires approval by federal, state or local agencies outside the jurisdiction of the issuing agency;

(b) The plan is for a complex structure that requires additional review as determined by the department or municipality; or

(c) Based on conditions that exist in the affected municipality, the Director of the Department of Consumer and Business Services authorizes a different plan review schedule as described in a building inspection program submitted under ORS 455.148 or 455.150. [1999 c.1045 §21; 2001 c.384 §1; 2001 c.573 §13; 2003 c.675 §28]

107.3.2 Previous approvals. This code shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a reg-

istered design professional, the *building official* shall be authorized to require the *owner* or the *owner's* authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the *owner* or the *owner's* authorized agent shall designate a substitute *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the *owner* or the *owner's* authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

107.3.4.1 Deferred submittals. Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the *building official*. See ORS 455.467(3).

ORS 455.467(3), (4), (5) & (6) are not part of this code but are reprinted here for the reader's convenience:

(3) For specialty code plan reviews of commercial structures, a municipality shall include in its building inspection program submitted under ORS 455.148 or 455.150 a process for plan review services. The municipality shall include in its program detailed reasons supporting the proposed plan review process. The plan review services provided by the municipality shall:

(a) Allow an applicant to defer the submittal of plans for one or more construction phases for a commercial construction project in accordance with the state building code; and

(b) Allow an applicant to receive permits for each of the phases of a commercial construction project as described in the state building code when the plan review for that phase is approved.

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(4) For a phased commercial construction project as described in subsection (3) of this section, the municipality shall inform the applicant of the detailed plans necessary for each phase of the project and the estimated time for initial and phased review of the building plans for conformance with the state building code.

(5) An applicant submitting plans under subsection (3) of this section is responsible for ensuring that the project meets all specialty code requirements and that the project does not proceed beyond the level of approval authorized by the building official.

(6) A municipality that repeatedly fails to meet the plan review period described in this section or otherwise authorized in its building inspection program submitted under ORS 455.148 or 455.150 shall be considered to be engaging in a pattern of conduct of failing to provide timely plan reviews under ORS 455.160. [1999 c.1045 §21; 2001 c.384 §1; 2001 c.573 §13; 2003 c.675 §28]

107.3.5 Fire and life safety plan review, occupancies to be reviewed. ORS 479.155(2) requires submission of plans for review and approval of certain occupancies.

Unless exempted by the Building Codes Division through delegation of the fire and life safety plan review program, the owner shall submit to the building codes administrator two copies (or, where required, an additional copy shall be submitted for local government use) of a plan or sketch drawn clearly and to scale showing information as set forth in Section 107.3.5.1 for review and approval prior to beginning construction or alteration. Fire and life safety plan review is required for the following occupancies:

1. Group A occupancies.
2. Group B occupancies over 4,000 square feet (372 m²) or more than 20 feet (6096 mm) in height, or with a basement.
3. Group E occupancies.
4. Group F occupancies over 4,000 square feet (372 m²) or more than 20 feet (6096 mm) in height, or with a basement.
5. Group H occupancies over 1,500 square feet (139 m²) or more than 20 feet (6096 mm) in height, or with a basement.
6. Group I occupancies.
7. Group M occupancies over 4,000 square feet (372 m²) or more than 20 feet (6096 mm) in height, or with a basement.
8. Group R, Division 1, 2 and 4 occupancies over 4,000 square feet (372 m²) or more than 20 feet (6096 mm) in height, or with a basement over 1,500 square feet (139 m²).
9. Group S, Division 1, 2 and 3 occupancies over 4,000 square feet (372 m²) or more than 20 feet (6096 mm) in height, or with a basement.
10. Group U occupancies over 4,000 square feet (372 m²) or more than 20 feet (6096 mm) in height, or with a basement.

Two copies of a plot plan for the occupancies listed in this section shall be submitted for the placing of prefabricated structures to show the relationship of all adjacent buildings and their exit ways.

ORS 479.155(2) is not part of this code but is reprinted here for the reader's convenience:

479.155 Plan of proposed construction or alteration; declaration of value; approval of plan; effect of approval; rules.

(2) Prior to construction or alteration of a hospital, public building as defined in ORS 479.168, public garage, dry cleaning establishment, apartment house, hotel, bulk oil storage plant, school, institution as defined in ORS 479.210, or any other building or structure regulated by the State Fire Marshal for use and occupancy or requiring approval by the State Fire Marshal pursuant to statute, the owner shall submit to the director two copies of a plan or sketch showing the location of the building or structure with relation to the premises, distances, lengths and details of construction as the director shall require. A filing is not required with respect to any such building or structure in any area exempted by order of the State Fire Marshal pursuant to ORS 476.030. Approval of the plans or sketches by the director is considered approval by the State Fire Marshal and satisfies any statutory provision requiring approval by the State Fire Marshal. [1965 c.602 §14; 1967 c.417 §20; 1973 c.834 §33; 1977 c.821 §4; 1987 c.414 §158; 1993 c.744 §116; 1999 c.1082 §13; 2005 c.22 §364]

107.3.5.1 Fire and life safety plan review limits. The following portions of this code shall be used to review the plans submitted under this subsection. (These requirements are not intended to apply to structural, architectural, light and ventilation, accessibility and energy conservation requirements of the code except as they affect requirements included on the list.)

Chapter 1, except Sections 103, 104, 105, 109, 110 and 113.

Chapters 2 through 10.

Chapter 11 (egress signage).

Chapters 14.

Chapter 15 (except Sections 1503 and 1504);

Chapter 24.

Chapter 26.

Chapters 30 through 32.

Chapter 34.

Appendix C.

107.4 Amended construction documents. Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

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107.5 Retention of construction documents. One set of *approved construction documents* shall be retained by the *building official* for a period of not less than dictated by OAR 166-150-0020 where a county has jurisdiction; OAR 166-200-0250 where the city has jurisdiction; and OAR 166-300, et al., for the jurisdictions where the State of Oregon has jurisdiction. One set of approved plans and specifications shall be returned to the applicant and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The *building official* is authorized to issue a *permit* for temporary structures and temporary uses. Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. The *building official* is authorized to grant extensions for demonstrated cause. See Chapter 31 for additional requirements.

Tents and other membrane structures erected for a period of less than 180 days are regulated by the *fire official*.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Termination of approval. The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109 FEES

The requirements of Section 109 shall apply unless specifically amended by a *municipality* under the authority of ORS 455.020.

109.1 Payment of fees. A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a *permit* be released until the additional fee, if any, has been paid.

109.2 Schedule of permit fees. On buildings, structures or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the *municipality*, under authority of ORS 455.020 and 455.210 or as set forth in OAR Chapter 918, Division 460, where the State of Oregon has jurisdiction.

ORS 455.020(2) is not part of this code but is reprinted here for the reader's convenience:

455.020(2) Purpose: scope of application; exceptions; scope of rules; fees by rule.

(2) The rules adopted pursuant to this chapter shall include structural standards; standards for the installation and use of mechanical, heating and ventilating devices and equipment; and standards for prefabricated structures; and shall, subject to ORS 455.210, prescribe reasonable fees for the issuance of building permits and similar documents, inspections and plan review services by the Department of Consumer and Business Services. The department may also establish, by rule, the amount of any fee pertaining to the state building code or any specialty code that is authorized by statute, but for which an amount is not specified by statute. [Formerly 456.755; 1991 c.227 §2; 1991 c.310 §2; 1995 c.304 §1; 1995 c.400 §5; 1999 c.1045 §13; 1999 c.1082 §11; 2001 c.710 §8]

ORS 455.210(3)(a) is not part of this code but is reprinted for the reader's convenience:

ORS 455.210 Fees; appeal of fees; surcharge; reduced fees; rules.

(3)(a) A municipality may adopt by ordinance or regulation such fees as may be necessary and reasonable to provide for the administration and enforcement of any specialty code or codes for which the municipality has assumed responsibility under ORS 455.148 or 455.150. A municipality shall give the director notice of the proposed adoption of a new or increased fee under this subsection. The municipality shall give the notice to the director at the time the municipality provides the opportunity for public comment under ORS 294.160 regarding the fee or, if the proposed fee is contained in an estimate of municipal budget resources, at the time notice of the last budget meeting is published under ORS 294.426. [Subsections (1) to (5) formerly 456.760; subsection (6) enacted as 1987 c.604 §6; 1997 c.856 §1; 1999 c.432 §1; 1999 c.1045 §24; 1999 c.1082 §9; 2001 c.573 §9; 2001 c.673 §1; 2005 c.193 §1; 2005 c.833 §3; 2007 c.69 §5; 2011 c.473 §29]

109.2.1 Plan review fees. Where submittal documents are required by Section 107.1, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be a percentage of the building permit fee as established under Section 109.2. Additionally, the fee for a fire and life safety plan review, as required by Section 107.3.5, shall be a percentage of the building permit fee established under Section 109.2.

SCOPE AND ADMINISTRATION

The plan review fees specified in this section are separate from the permit fees specified in Section 109.2 and are in addition to the permit fees. The state surcharge is not applied to plan review fees.

Where submittal documents are incomplete or changed so as to require additional plan review, a fee shall be charged according to the rate established by the *municipality*. Where the project involves deferred submittal items, as defined in Section 107.3.4.2, an additional plan review fee shall be charged according to the rate established by the *municipality* in accordance with OAR 918-050-0170.

109.3 Building permit valuations. Structural building permit valuations shall be based on the Uniform Fee Methodologies established by OAR 918-050-0100.

Exception: Work as permitted in Section 105.1.

OAR 918-050-0100 is not part of this code but is reprinted here for the reader's convenience.

Uniform Fee Methodology

918-050-0100 Statewide Fee Methodologies for Residential and Commercial Permits

(2) Commercial construction permit fees shall be calculated using the following methodologies:

(a) A plumbing permit fee shall be calculated based on the number of fixtures and footage of piping, with a set minimum fee.
 (b) A mechanical permit fee shall be calculated based on the value of the mechanical equipment and installation costs and applied to the municipality's fee schedule with a set minimum fee.

(c) A structural permit fee shall be calculated by applying the valuation to the municipality's fee schedule with a minimum set fee. Valuation shall be the greater of either:

(A) The valuation based on the ICC Building Valuation Data Table current as of April 1 of each year, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure; or (B) The value as stated by the applicant.

(C) When the construction or occupancy type does not fit the ICC Building Valuation Data Table, the valuation shall be determined by the building official with input from the applicant.

Stat. Auth.: ORS 455.048 & 455.055

Stats. Implemented: ORS 455.046 & 455.055

Hist.: BCD 9-2000, f. 6-15-00, cert. ef. 10-1-00; BCD 31-2005, f. 12-30-05, cert. ef. 1-1-06; BCD 5-2007, f. 5-11-07, cert. ef. 7-1-07; BCD 27-2008, f. ef. 12-12-08, cert. ef. 1-1-09; BCD 7-2009, f. 9-30-09, cert. ef. 10-1-09

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* shall be subject to an investigation fee. The amount of the investigative fee shall be the average or actual additional cost of ensuring that a building or structure

is in conformance with this code and shall be in addition to the required *permit* fees.

ORS 455.058 is not part of this code but is reprinted here for the reader's convenience:

455.058 Investigation fee for work commenced without permit; rules.

(1) Except as provided in subsection (2) of this section, the Department of Consumer and Business Services, or a municipality administering and enforcing a building inspection program, may assess an investigation fee against a person that is required to obtain a permit for work on the electrical, gas, mechanical, elevator, boiler, plumbing or other systems of a building or structure if the work is commenced before the permit required for the work is obtained. The amount of the investigation fee shall be the average or actual additional cost of ensuring that a building, structure or system is in conformance with state building code requirements that results from the person not obtaining a required permit before work for which the permit is required commences.

(2) This section does not apply to:

(a) An emergency repair required for health, safety, the prevention of property damage or the prevention of financial harm if the required building permit for the repair is obtained no later than five business days after commencement of the repair; or (b) Any project for which construction, alteration, repair, maintenance or installation in a building or structure prior to obtaining a permit is expressly authorized by law.

(3) The department may adopt rules and establish policies and procedures for use by the department or municipalities in assessing an investigation fee under this section. [2013 c.324 §2]

109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

109.6 Refunds. The *building official* is authorized to establish a refund policy.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain visible and able to be accessed for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other laws or ordinances of the *municipality*. Inspections presuming to give authority to violate or cancel the provisions of this code or of other laws or ordinances of the *municipality* shall not be valid. It shall be the duty of the *owner* or the *owner's* authorized agent to cause the work to remain visible and able to be accessed for inspection purposes. Neither the *building official* nor the *municipality* shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

SCOPE AND ADMINISTRATION

110.2 Preliminary inspection. Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The *building official*, upon notification, shall make the inspections set forth in Sections 110.3.1 through 110.3.11.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In *flood hazard areas*, upon placement of the lowest floor, including the *basement*, and prior to further vertical construction, the elevation certification required in Section 1612.4 shall be submitted to the *building official* as required for building code administration and to the *flood plain administrator* in the management of any NFIP requirements.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balconies or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious moisture barrier system shall not be concealed until inspected and *approved*.

Exception: Where *special inspections* are provided in accordance with Section 1705.1.1, Item 3.

110.3.7 Fire- and smoke-resistant penetrations. Protection of joints and penetrations in *fire-resistance-rated* assemblies, *smoke barriers* and smoke partitions shall not be concealed from view until inspected and *approved*.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with Chapter 13 and shall include, but not be limited to, inspections for: envelope insulation *R*- and *U*-values, fenestration *U*-value, duct system *R*-value, and HVAC and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3.1 through 110.3.8, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. For *special inspections*, see Chapter 17.

110.3.11 Final inspection. The final inspection shall be made after all work required by the *building permit* is completed.

110.3.12 Radon mitigation inspections. Where radon mitigation systems are required by Section 1811 or 1812, or both, inspections shall be provided in accordance with the methods and frequency prescribed in this section.

110.3.12.1 Inspection of subfloor preparation. In conjunction with the “concrete slab and under-floor inspection” required by Section 110.3.2, the *building official* shall conduct subfloor preparation inspections. Such inspections shall be made after the placement of the gas-permeable layer in accordance with the compliance method selected in Section 1811.2.1 or 1812, or both. Depending on the method of construction, inspections shall include, but not be limited to:

1. Aggregate type and placement.
2. Sand type and placement.
3. Geotextile fabric placement.
4. Gas conveyance piping system placement in accordance with Section 1811.3.4.
5. Radon suction pits, including plenum boxes, collection pits, etc.
6. Preparations for installation of subslab soil exhaust ducts.
7. Other inspections as required by the *building official* to ensure compliance with selected alternate methods or engineered systems.

110.3.12.2 Inspection of walls in contact with soil gas. For designs incorporating walls in contact with soil gas, the *building official* shall conduct inspections for compliance with Section 1811.2.4. This inspection shall be made in conjunction with the “footing and foundation inspection” required by Section 110.3.

110.3.12.3 Inspection of subslab soil exhaust system duct (SSES). In conjunction with the “frame inspection” required by Section 110.3.4, the *building official* shall conduct SSES inspections. Such inspections shall be made after the placement and identification of all SSESs as required by Sections 1811.2.5 and 1812.3.7, and where an active soil depressurized system is selected in accordance with Section 1811.3.2.

SCOPE AND ADMINISTRATION

110.3.12.4 Inspection of SSES blower—active soil depressurization systems (ASD). In conjunction with the “final inspection” required by Section 110.3.11, the *building official* shall conduct ASD SSES blower inspections. Such inspections shall be made after the installation of SSES blowers in accordance with Section 1811.3.3.

110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building *permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

SECTION 111 CERTIFICATE OF OCCUPANCY

111.1 Change of occupancy. A building or structure shall not be used or occupied, and a change in the existing character, use or occupancy classification of a building or structure or portion thereof shall not be made, until the *building official* has issued a certificate of occupancy for such change in character, use or occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code.

Exception: Certificates of occupancy are not required for work exempt from *permits* in accordance with Section 105.2.

111.2 Certificate issued. After the *building official* inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the *owner's* authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of

occupancy and the use for which the proposed occupancy is classified.

6. The name of the *building official*.
7. The edition of the code under which the *permit* was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design *occupant load*.
11. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.
12. Any special stipulations and conditions of the building *permit*.

111.3 Temporary occupancy. The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

SECTION 112 SERVICE UTILITIES

The requirements of Section 112 are not adopted by the State of Oregon, Building Codes Division, as part of the *state building code* but may be specifically adopted by a local *municipality*.

112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

112.2 Temporary connection. The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the *owner* and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the *owner* or occupant of the

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building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS

113.1 General. The local *municipality* shall establish a process to review appeals of determinations made by the *building official* regarding any provision of the specialty codes the *municipality* administers and enforces, to include a method to identify the local *building official* or designee and to notify a permit applicant of the provisions of ORS 455.475, see OAR 918-020-0090(1)(c).

Where there are practical difficulties in establishing a local appeals board, appeals filed under the provisions of ORS 455.475 shall satisfy this requirement.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. An appeals board, where appointed, shall not have authority to waive requirements of this code.

113.3 Qualifications. An appeals board, where appointed, shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction.

113.4 Alternative appeal process. ORS 455.475 provides an alternative appeal process to any established by a local *municipality*. An applicant for a building permit may choose to appeal a *building official's* decision to a local appeals board or directly to the appropriate specialty code program chief.

Note: Forms for filing an appeal under ORS 455.475 are available online at: www.oregon.gov/bcd.

ORS 455.475 is not part of this code but is reprinted here for the reader's convenience:

455.475. Appeal of decision of building official.

(1) An applicant for a building permit may appeal a decision made by a building official under authority established pursuant to ORS 455.148, 455.150 or 455.467. The following apply to an appeal under this subsection:

(a) An appeal regarding the interpretation or application of a particular specialty code provision shall be made first to the appropriate specialty code chief inspector of the Department of Consumer and Business Services. The decision of the department chief inspector may be appealed to the appropriate advisory board. The decision of the advisory board may only be appealed to the Director of the Department of Consumer and Business Services if codes in addition to the applicable specialty code are at issue.

(b) If the appropriate advisory board determines that a decision by the department chief inspector is a major code interpretation, then the inspector shall distribute the decision in writing to all applicable specialty code public and private inspection authorities in the state. The decision shall be distributed within 60 days after the board's determination, and there shall be no charge for the distribution of the decision. As used in this paragraph, a "major code interpretation" means a code interpretation decision that affects or may affect more than one job site or more than one inspection jurisdiction.

(2) Except as provided in subsection (1) of this section, an applicant for a building permit may appeal the decision of a building official on any matter relating to the administration and enforcement of this chapter to the department. The appeal must be in writing. A decision by the department on an appeal filed under this subsection is subject to judicial review as provided in ORS 183.484.

(3) If an appeal is made under this section, an inspection authority shall extend the plan review deadline by the number of days it takes for a final decision to be issued for the appeal. [1999 c.1045]

ORS 455.690 is not part of this code but is reprinted here for the reader's convenience:

455.690 Appeal to advisory boards.

Any person aggrieved by the final decision of a municipal appeals board or a subordinate officer of the Department of Consumer and Business Services as to the application of any provision of a specialty code may, within 30 days after the date of the decision, appeal to the appropriate advisory board. The appellant shall submit a fee of \$20, payable to the department, with the request for appeal. The final decision of the involved municipality or state officer shall be subject to review and final determination by the appropriate advisory board as to technical and scientific determinations related to the application of the specialty code involved. [Formerly 456.850; 1993 c.744 §98]

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SECTION 114
VIOLATIONS

114.1 Prohibited acts. Prohibited acts are as described in ORS 455.450.

ORS 455.450 is not part of this code but is reprinted here for the reader's convenience:

455.450 Prohibited acts. A person may not:

(1) Violate, or procure or assist in the violation of, any final order the Director of the Department of Consumer and Business Services, an advisory board, a state administrative officer or any local appeals board, building official or inspector, concerning the application of the state building code in a particular case or concerning a license, certificate, registration or other authorization.

(2) Engage in, or procure or assist any other person to engage in, any conduct or activity for which a permit, label, license, certificate, registration or other formal authorization is required by any specialty code, any provision of ORS 446.003 to 446.200, 446.225 to 446.285, 446.395 to 446.420, 446.566 to 446.646, 446.666 to 446.746, 479.510 to 479.945, 479.950 and 480.510 to 480.670, this chapter or ORS chapter 447, 460 or 693 or any rule adopted or order issued for the administration and enforcement of these provisions without first having obtained such permit, label, license, certificate, registration or other formal authorization.

(3) Violate, or procure or assist in the violation of, any standard, specification, requirement, prohibition or other technical provision set forth in the state building code or an applicable local building code or in any rule or order of the Department of Consumer and Business Services, an advisory board, a local governing body or local building official. [Formerly 456.885 (1); 2007 c.306 §3]

114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the construction, reconstruction, *alteration* and *repair* of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the *municipality* to institute the appropriate proceeding at law.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

114.5 Penalties. Penalty amounts other than those described in Section 109.4 are limited by ORS 455.895. Local authority

to levy penalties is limited to violations of code application only.

ORS 455.895 is not part of this code but is reprinted here for the reader's convenience:

455.895 Civil penalties.

(2) The Department of Consumer and Business Services, or an appropriate advisory board, if any, may at its discretion impose a civil penalty against any person who violates the state building code or ORS 446.003 to 446.200, 446.225 to 446.285, 446.395 to 446.420, 446.566 to 446.646, 446.666 to 446.746, 479.510 to 479.945, 479.950 or 480.510 to 480.670, or this chapter or ORS chapter 447, 460 or 693, or any rule adopted or order issued for the administration and enforcement of those statutes. Except as provided in subsections (3), (4) and (9) of this section or ORS 446.995, a civil penalty imposed under this section must be in an amount determined by the appropriate advisory board or the department of not more than \$5,000 for each offense or, in the case of a continuing offense, not more than \$1,000 for each day of the offense.

(3) Each violation of ORS 446.003 to 446.200 or 446.225 to 446.285, or any rule or order issued under ORS 446.003 to 446.200 or 446.225 to 446.285, constitutes a separate violation with respect to each manufactured structure or with respect to each failure or refusal to allow or perform an act required thereby, except that the maximum civil penalty may not exceed \$1 million for any related series of violations occurring within one year from the date of the first violation.

(4) The department may impose a civil penalty of not more than \$25,000 against a public body responsible for administering and enforcing a building inspection program. As used in this subsection, "public body" has the meaning given that term in ORS 174.109.

(5) The maximum penalty established by this section for a violation may be imposed only upon a finding that the person has engaged in a pattern of violations. The department, by rule, shall define what constitutes a pattern of violations. Except as provided in subsections (1) and (10) of this section, moneys received from any civil penalty under this section are appropriated continuously for and shall be used by the department for enforcement and administration of provisions and rules described in subsection (2) of this section.

(6) Civil penalties under this section shall be imposed as provided in ORS 183.745.

(7) A civil penalty imposed under this section may be remitted or reduced upon such terms and conditions as the department or the appropriate advisory board considers proper and consistent with the public health and safety. In any judicial review of a civil penalty imposed under this section, the court may, in its discretion, reduce the penalty.

(8) Any officer, director, shareholder or agent of a corporation, or member or agent of a partnership or association, who personally participates in or is an accessory to any violation by the partnership, association or corporation of a provision or rule described in subsection (2) of this section is subject to the penalties prescribed in this section.

SCOPE AND ADMINISTRATION

SECTION 116
UNSAFE STRUCTURES AND EQUIPMENT

The requirements of Section 116, *Unsafe Structures and Equipment* are not adopted by the State of Oregon, Building Codes Division, as part of the *state building code* but may be specifically adopted by a local *municipality*.

(9) In addition to the civil penalty set forth in subsection (1) or (2) of this section, any person who violates a provision or rule described in subsection (2) of this section may be required by the department or the appropriate advisory board to forfeit and pay to the General Fund of the State Treasury a civil penalty in an amount determined by the department or advisory board that does not exceed five times the amount by which such person profited in any transaction that violates a provision or rule described in subsection (2) of this section.

(10) If a civil penalty is imposed for a violation of a provision of ORS 446.566 to 446.646 and the violation relates to a filing or failure to file with a county assessor functioning as agent of the department, the department, after deducting an amount equal to the department's procedural, collection and other related costs and expenses, shall forward one-half of the remaining civil penalty amount to the county in which the manufactured structure is located at the time of the violation. [1991 c.792 §4; 1991 c.734 §111; 1999 c.1045 §19; 2001 c.411 §21; 2003 c.14 §286; 2003 c.655 §76; 2007 c.549 §6; 2007 c.898 §1; 2013 c.324 §11]

SECTION 115
STOP WORK ORDER

115.1 Authority. Where the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or that constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.2 Record. The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.3 Notice. If an unsafe condition is found, the *building official* shall serve on the *owner*, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is: delivered to the *owner* personally; sent by certified or registered mail addressed to the *owner* at the last known address with the return receipt requested; or delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner on the owner's agent or on the person responsible for the structure shall constitute service of notice on the *owner*.

116.5 Restoration. Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs*, *alterations*, *additions* and change of occupancy shall comply with the requirements of the *Building Code*.

Building codes division update

OBOA September 20, 2019

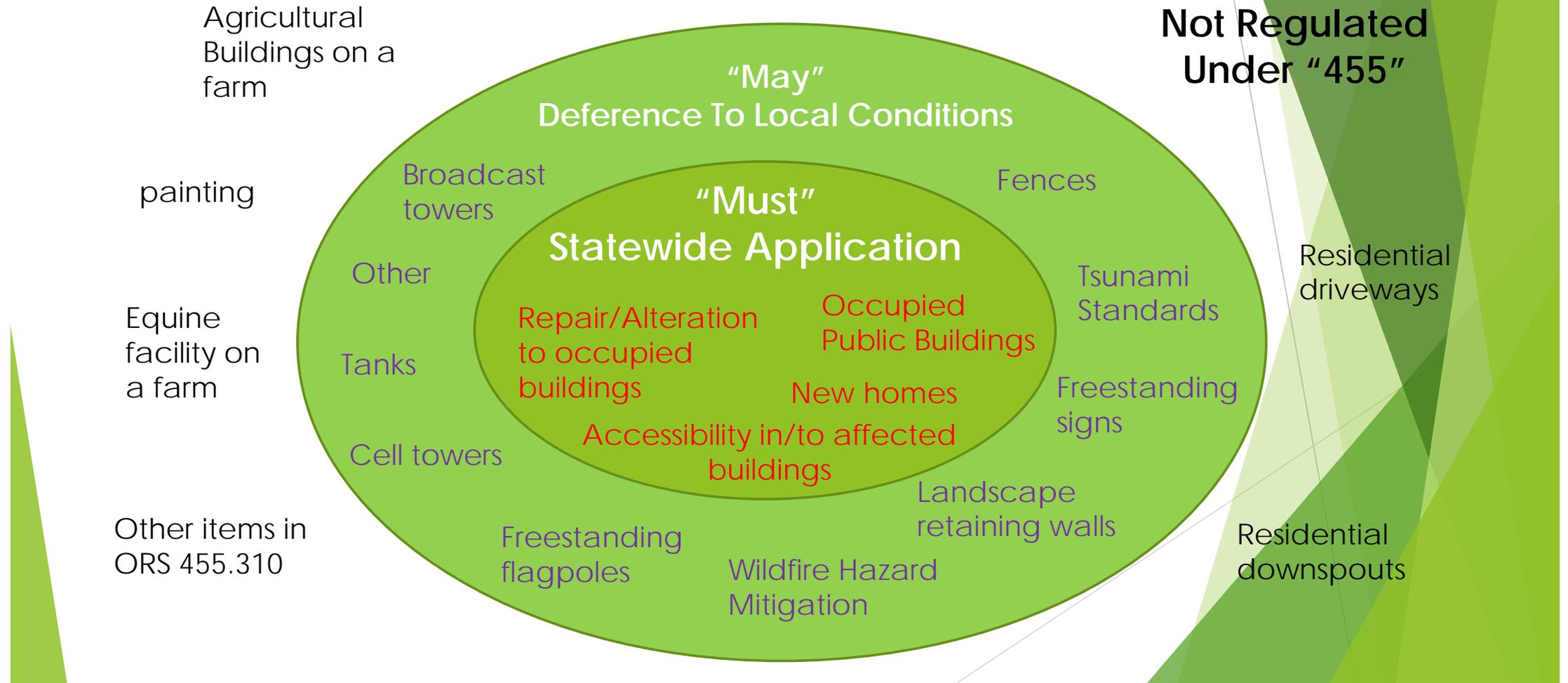
NOTE: The following slides were provided to those code officials attending an Oregon Building Officials Association class. These slides relate to the new ORS 455.020 scoping interpretation from BCD and were excerpted from a larger

The state building code shall establish uniform performance standards providing reasonable safeguards for health, safety, welfare, comfort and security of the residents of this state who **are occupants and users of buildings**, and will provide for the use of modern methods, devices, materials, techniques and practicable maximum energy conservation.

2019 OSSC

New scoping provisions - based on ORS 455.020

Regulatory Structure



BCD Principles

- By applying the “Doctrine of Occupied Field,” we believe the intent of the Legislature is presumed to be “deference to local conditions” whether urban or rural.
 - When the text of a pre-emption clause is susceptible to more than one plausible reading, BCD relies on the plain reading that establishes maximum flexibility.
- By drawing a distinction between “Must” and “May,” it is our belief that the Legislature has provided an opportunity for local delineation, based on local conditions, for non-occupied structures.
- Rationally best left to local review of local conditions:
 - Too many variables; What’s reasonable in Harney County may not be in the Portland Metro area.
 - Only local officials using local knowledge can pragmatically apply the “reasonable test” of ORS 455.020 for non-occupied structures.
- Scope must work in BCD’s jurisdictions as well.

2019 OSSC Scope - Does not Include

- Work primarily in the public way
- Abatement of nuisances and dangerous buildings
- Fire safety during construction
- Demolition
- Protection of adjoining property
- Temporary use of streets, alleys and public property
- Portable fire extinguishers
- Public utility towers and poles
- Mechanical equipment not specifically regulated in this code
- Hydraulic flood control structures, including but not limited to dams and levees
- Fences

2019 OSSC Scope - Does not Include

Other codes may apply

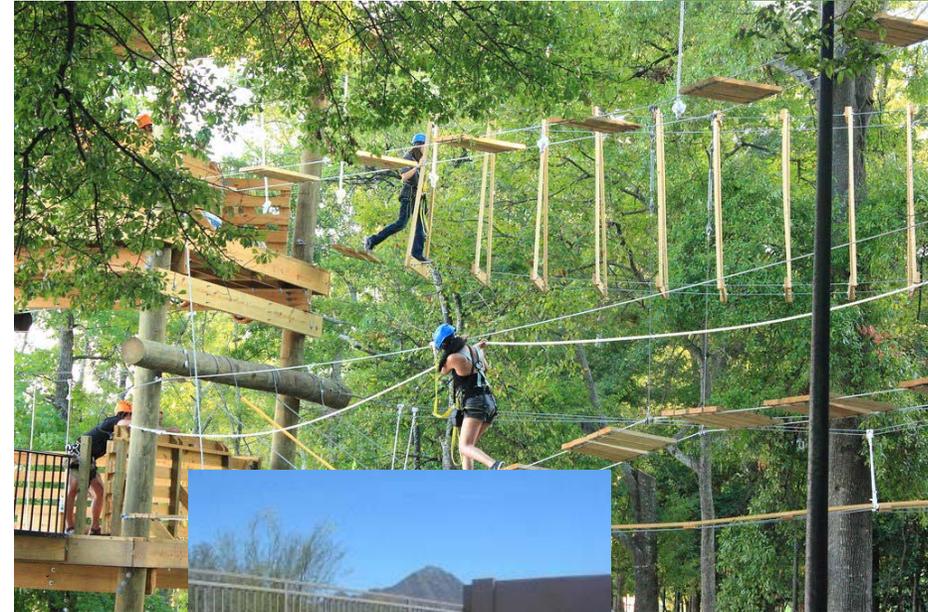
- Retaining walls that do not provide safeguards for the users of buildings; and do not support a regulated building or required accessible parking.
- Tanks which are located exterior to and not attached to or supported by a regulated building
- Cellular phone, radio, television and other telecommunication and broadcast towers which are not attached to or supported by a regulated building
- Flagpoles not attached to or supported by a regulated building
- Signs not attached to or supported by a regulated building

2019 OSSC Scope - Does not Include

- Ground-mounted photovoltaic arrays
- Floating structures
- Docks
- Fixed piers or wharves with no superstructure
- Transitional housing accommodations [note – other structures serving the group are regulated]
- Equipment shelters not intended for human occupancy with a building area of 250 square feet or less, designated as Risk Category I or II
- Administration and implementation of a National Flood Insurance Program (NFIP)
- Detached tents and other membrane structures erected for periods of 180 days or less.

2019 OSSC Scope - Does not Include

- Other structures not regulated by the state building code, consistent with the scope of ORS 455.020



May Adopt Ordinance to Regulate

- Abatement of nuisances and dangerous buildings
- Seismic rehabilitation plans
- Fire safety during construction
- Demolition
- Protection of adjoining property
- Temporary use of streets, alleys and public property
- Fences
- Tanks which are located exterior to and not attached to or supported by a regulated building

May Adopt Ordinance to Regulate

- Retaining walls that do not provide safeguards for the users of buildings; and do not support a regulated building or required accessible parking, and do not retain material if not restrained, could impact a regulated building
- Cellular phone, radio, television and other telecommunication and broadcast towers which are not attached to or supported by a regulated building
- Flagpoles not attached to or supported by a regulated building
- Signs not attached to or supported by a regulated building

May Adopt Ordinance to Regulate

- Equipment shelters not intended for human occupancy with a building area of 250 square feet or less, designated as Risk Category I or II
- Administration and implementation of a National Flood Insurance Program (NFIP)
- Floating structures with the exception of the Oregon Electrical Law.
- Docks
- Fixed piers or wharves with no superstructure
- Transitional housing accommodations

Carlson, Dan

From: DCBS - Building Codes Division <ordcbs@public.govdelivery.com>
Sent: Friday, September 27, 2019 4:09 PM
To: Carlson, Dan
Subject: 2019 code adoption update

The banner features the text "Email Updates" in a large, bold, orange font and "Oregon Building Codes Division" in a large, bold, blue font. The background is a photograph of a building under construction, showing wooden framing and a clear sky.

Email Updates Oregon Building Codes Division

Having trouble viewing this email? [View it as a Web page.](#)

2019 Oregon Structural Specialty Code 2019 Oregon Zero Energy Ready Commercial Code 2019 Oregon Mechanical Specialty Code

The division has adopted the 2019 Oregon Structural Specialty Code (OSSC), 2019 Oregon Zero Energy Ready Commercial Code, and 2019 Oregon Mechanical Specialty Code (OMSC). The 2019 OSSC and 2019 OMSC are available on the ICC website and the energy provisions are available on the division's website.

Access the codes online

- [2019 Oregon Structural Specialty Code](#)
- [2019 Oregon Zero Energy Ready Commercial Code](#)
- [2019 Oregon Mechanical Specialty Code](#)

These codes are available for use on Oct. 1, 2019, and will become mandatory on Jan. 1, 2020. The prior versions of the codes will remain available for use during the three-month transition period.

Information about the codes

Of note is new language providing additional flexibility to make alternate methods, waivers, and modifications to the code. These tools are necessary to make sure the state code is not being used to prohibit or restrict development, provided reasonable safeguards are in place. We encourage you to familiarize yourself with the new code by attending one of the training courses available, or by working through the Oregon Building Official's Association.

As part of the code change process for the 2019 OSSC, the division updated the scoping and administrative provisions in Chapter 1. The updated scoping provisions more clearly define what types of structures are subject to the state building code. The division has always relied on the scoping and administrative provisions to administer the code in areas of the state where the division runs an inspection program. However, the division has received feedback that some local jurisdictions have been relying on these provisions for their local program scoping and administration, and are concerned about the impact these changes will have on their local programs. The division was not aware of this practice since local administration is allowed

through statute (see ORS 455.020). We encourage all local jurisdictions to consult with their legal counsel to ensure that their jurisdictions have adopted the ordinances necessary to administer the code locally.

While the division believes the updated scoping provisions are correct regarding what the code regulates, the division will be working to further clarify the administrative provisions of Chapter 1. Specifically, the review will be for which portions of Chapter 1 apply only to the division, which portions are required to be followed by local jurisdictions, and which portions are available for local jurisdictions to modify for their own local administrative needs. Regardless, local officials should not rely solely on the administrative provisions of Chapter 1 for enforcement policies, premises access, stop work orders, and coordination with other local services. Building officials should have adopted ordinances in place based on local needs as allowed by statute.

You are subscribed to an email list for the [Oregon Building Codes Division](#). The enclosed information was recently updated. This service is provided by the State of Oregon, DCBS, Building Codes Division.



BUILDING CODES DIVISION
Department of Consumer and Business Services
1535 Edgewater Street NW, Salem, OR 97304
www.oregon.gov/bcd
503-378-4133
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Carlson, Dan

From: Carlson, Dan
Sent: Tuesday, October 15, 2019 1:24 PM
To: Mark Ennis; kimberleemcarthur@beavertonoregon.gov; bblalock@beavertonoregon.gov; Tim Boatwright; Rozzell, Matthew; ebunga@clackamas.us; Cheryl Bell; richardcar@clackamas.us; jsayers@clackamas.us; aanderson2@clackamas.us; Diane Tuski; 'Rich Mead'; Eric Schmidt; Blaire, Sean; Bill Hendrix; Amy Williams; scaufield@orcify.org; LThornton@ci.monmouth.or.us; brooks.bateman@ci.newberg.or.us; Rtamerhoulet@cityofsalem.net; ckennedy@cityofsalem.net; djones@silverton.or.us; dflemings@claircompany.com; Larson, Suzanne; Steve.McGuire@co.lane.or.us; Carlson, Dan; seaton@ci.lebanon.or.us; ron.detrinch@co.benton.or.us; TWheeler@co.marion.or.us; j.lease@newportoregon.gov; Ted.cuno@ci.woodburn.or.us; troy.skinner@dallasor.gov; stuart.ramsing@mcminnvilleoregon.gov; Johnathan.Balkema@cityofalbany.net; robert.reygers@mcminnvilleoregon.gov; curry.blaine@co.polk.or.us; Buildingofficial@cottagegrove.org; mark.d.whitmill@ci.eugene.or.us; John Bernards; Paul Vinje; D.Meyers@ci.hood-river.or.us; Mark VanVost; Don, Brian; Samantha Vandagriff; Mike Roberts; terry.whitehill@portlandoregon.gov; janell.piercy@portlandoregon.gov; Nate Takara; john.butler@portlandoregon.gov; david.tebeau@portlandoregon.gov; Natalie Didion (natalie.didion@portlandoregon.gov); Terre Gift; Scott McKie; Chris Ragland; krex@tualatin.gov; Mark Van Domelen; Scott Linfesty; Jay_Winchester@co.washington.or.us; Gitt, Melissa; Woodburn, Ted Cuno; Aaron Yuma; Chris Gracia; Krista Appleby; Dave Flemings; Doug Whiteley; Jeremy Foster; Jim Clark; Jim Everitt; Jim.Muir@clark.wa.gov; Jim.Perry@ci.ridgefield.wa.us; jlayman@ci.washougal.wa.us; Matt Amos; Millie Hicks; Randy Scheid; Sree Thirunagari; Steve Forster; Steve Winstead; Troy Wheeler; ctrussell@co.marion.or.us; miked@ci.st-helens.or.us; Suzie Dahl; Ty Darby; Roseann Johnson; Philip Wu; Roger Fast; Tom Larsen; Brandon Zipser; Orrison, Jody; 'Suzanne Tyler'; cwerne@beavertonoregon.gov; james.bryant@portlandoregon.gov; 'Kevin.Russell@corvallisoregon.gov'; Joseph McClay
Cc: 'Ted Zuk' (ZukTJ@jacksoncounty.org); 'vdanielson@oregonbuildingofficials.com'
Subject: OSSC Chapter 1 Update

Hello,

At Friday's Tri-county Building Officials meeting (10/11/19) the main topic centered around changes to the 2019 OSSC Chapter 1, titled Administration. At the request of the numerous attendees, the following are several short summary bullets highlighting our discussion:

- **Statutory Authority of ORS 455.020:**
 - We understand that BCD's position is the 26 items found in OSSC Section 101.2 *Scope*, are not under the statutory authority of ORS 455.020.
 - There is consensus that many if not all of these items were previously understood at various points in time to be regulated under OSSC 101.2 and were historically viewed as within the authority of ORS 455.020.
 - BCD's position and messaging surrounding the statutory authority of ORS 455.020 has been recently evolving.

- The new OSSC Chapter 1 Administration, effective October 1, 2019 (with grace period to January 1, 2020), reflects this evolution and represents what will be a significant shift in practice for all local jurisdictions.
- In moving forward, this dynamic, along with the most recent changes, will create significant consistency challenges for jurisdictions.
- **Local Provisions:**
 - We understand from BCD that building departments may adopt local administrative provisions in lieu of and/or in addition to OSSC Chapter 1.
 - The elimination of numerous provisions from the scope of the code will create a massive ripple effect locally with other internal departments who historically have relied upon the regulatory framework previously available through the building permit process which will, under the new OSSC Chapter 1, no longer exist.
- **Consistency is critical:**
 - According to industry reps from the HBA, lack of administrative code consistency could disrupt housing production. Developers and builders support timely and predictable permitting processes across jurisdictions, in order to maintain a strong business climate and deliver necessary housing at all levels.
 - Industry reps strongly support consistent building department administrative standards.
 - Building Officials believe the creation of a simple and consistent set of administrative standards is in the best interest of our state, particularly for maintaining a positive business climate, as well as ensuring a safe and energy efficient built environment.
 - There was consensus among all jurisdictions represented at both the Tri-County Building Officials meeting (10/11/19) and Mid-Valley Building Officials meeting (10/1/19), that a set of consistent administrative standards is highly desired and should be pursued by all.
- **Timeline:**
 - The timeline to adopt a set of local administrative standards is extremely tight if they are to be created and adopted by each jurisdiction before January 1, when the State's 90-day grace period expires.
 - The OBOA Board tackled this issue in their Friday (10/11) Board meeting and have established a task force, being led by OBOA Past President Matt Rozzell, to develop a set of simple and consistent administrative standards.
 - More information will be forthcoming about timelines for when the OBOA Chapter 1 Administrative Standards would be available. The task force understands that time is of the essence.
 - It is recommended that jurisdictions begin prepping their legal counsel and upper management, and to schedule meeting placeholders in advance (November & December) for decision maker adoption (City Council or County Boards).
 - It was noted that new administrative provisions may require two readings before local adoption.

Also, this email is being sent to all the code officials on the Tri-County and Mid-Valley Building Official's email lists as a courtesy. I would like to thank our OBOA President Ted Zuk, and OBOA Board of Directors for their leadership in assembling a task force so this challenging matter can be addressed in short order. To be continued...

Respectfully,

Dan Carlson

Building Official

City of Wilsonville

503.570.1557

carlson@ci.wilsonville.or.us



29799 SW Town Center Loop East, Wilsonville, OR 97070

Disclosure Notice: Messages to and from this e-mail address may be subject to the Oregon Public Records Law.

ATTACHMENT

November 12, 2019



Dear OBOA Members:

The OBOA Board assembled a task force to review the recent BCD changes to Chapter 1, Scope and Administration, of the Oregon Specialty Codes. This communication is an attempt to summarize the topic, convey a brief timeline, and provide several options for local jurisdictions to consider in moving forward.

SUMMARY OF THE ISSUE

BCD has interpreted the statutory authority of ORS 455.020, which sets forth the adoption of a statewide set of construction codes, to mean the statewide codes only apply to buildings or structures used by human occupants. In so doing, BCD has articulated a number of 26 specific items that are not included in the scope of the statutory authority of the state codes. BCD has also indicated that jurisdictions who wish to regulate these items are free to do so through local adoption. Since the adoption of a statewide code in 1974, local jurisdictions previously relied on a much broader interpretation of ORS 455.020.

OBOA is very concerned with this change in interpretation. OBOA views this as a significant departure for local jurisdictions from past practice and one that causes major internal ripple effects for local programs. While it may provide local flexibility, it is also seen as a major hit on the consistency in administration of the statewide construction codes where each jurisdiction will potentially adopt different codes for those items now excluded from the scope. Statewide consistency and uniformity of construction codes has always been a primary purpose for having a statewide code.

TIMELINE

On September 20, 2019, the OBOA Legislative Committee, in response to notice of public hearings, sent BCD a letter objecting to the proposed change in rules dealing with the scope of the code, along with reasons for the objection. This action did not change the rulemaking. The long list of 26 items no longer included in the scope of the code was published in the 2019 OSSC Chapter 1, Scope and Administration.

On October 11, 2019 the OBOA Board appointed a task force to begin addressing this issue.

Extension Request - Because of the significant changes and extremely short timeline to adopt local provisions before January 1, 2020, the first step of the task force was to request that BCD allow an extension of time until July 1, 2020, for local jurisdictions to continue using the previous Chapter 1, Scope and Administration section of the OSSC and ORSC.

PRESIDENT	PRESIDENT-ELECT	SECRETARY/TREASURER	PAST PRESIDENT	DIRECTORS
TED ZUK, CBO Jackson County	SEAN BLAIRE, PE, SE City of Gresham	AMY WILLIAMS City of Hillsboro	MATTHEW ROZZELL, CBO Clackamas County	MELISSA GITT City of Wilsonville
				SCOTT LINFESTY, CBO Washington County
				MARK STEVENSON, CBO Josephine County

Oregon Building Officials Association
 147 SE 102nd Avenue | Portland, OR 97216
 Phone: 503.691.OBOA (6262) | Fax: 503.253.9172
 OregonBuildingOfficials.com

BCD denied this request. The rationale given for denial was that this is a scoping and statutory authority problem. Per BCD, jurisdictions (unbeknownst to many) should not have previously been using Chapter 1 of the Specialty Codes to cover the administration of permit programs for the 26 items that BCD has interpreted were not statutorily included in the scope of the statewide code unless jurisdictions locally adopted those provisions separately.

SUMMARY OF CHANGES

The ripple effects of this change are many and the taskforce has summed up the changes into three main categories:

- **Category 1:** Technical items proposed to be excluded from the code (e.g.: Regulation on construction of new communication towers, retaining walls, and tanks not supported by buildings);
- **Category 2:** Changes that revise the authority of the building code when addressing code enforcement actions on building code violations; and
- **Category 3:** Removal of the reference to “other ordinances of the municipality”, when reviewing a development proposal for issuance of permits or certificates of occupancy (e.g., land use conditions, engineering standards).

MOVING FORWARD

This is a very challenging and fluid topic with a lot of angles to consider. At this point the taskforce is providing four options for local municipalities to consider until we have clarification from BCD as to application of the new rules:

1. Adopt the *2014 OSSC Chapter 1 Scope and Administration* as a temporary fix to address the scoping provisions until we have more details about the changes municipalities are allowed to make.
2. Amend your local ordinances to reflect the scoping and administrative provisions not included in the 2017 ORSC and the 2019 OSSC.
3. Rewrite and adopt into your local ordinances the amended Chapter 1 of the OSSC and ORSC.
4. The fourth option is to do nothing and hope no one challenges the new provisions (The OBOA task force does not recommend this option).

OBOA has requested additional written clarification from BCD regarding what can and cannot be locally regulated. This information will be shared with members once received.

In addition, the OBOA Fall Quarterly Business Meeting will be held in Wilsonville on November 15, 2019. Warren Jackson, BCD’s Statewide Services Manager/Building Official, will be presenting on Chapter 1. We hope you can attend as we will hopefully get a better understanding from this meeting.

Respectfully,
 Matt Rozzell
 OBOA Administrative Chapter 1 Task Force Chair