

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, April 10, 2017, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Resolutions

1. Updates to Engineering Requirements and Standard Specs (ERSS) for Infrastructure [Bldg, Pg. 3]
 - a. Resolution 17-R-1102 [Pg. 4]
 - b. Revised ERSS [Pg. 5]
2. Master Fee Schedule [City Recorder, Pg. 93]
 - a. Resolution 17-R-1101 [Pg. 95]
 - b. Master Fee Schedule 2017 revisions [Pg. 96]

E. Oral Requests and Communications from the audience

1. Public Comments on non-agenda items – 5 minute limit per person.*

F. Staff Reports

1. Treatment Services Request for Qualifications (RFQ) [City Manager, Pg. 103]
 - a. RFQ [Pg. 106]
 - b. CH2M Presentation [Pg. 111]
 - c. City of Ontario RFQ [Pg. 139]
 - d. City of Ontario Agreement [Pg. 161]
 - e. CH2M Northwest Operations [Pg. 193]
 - f. Coos Bay RFQ [Pg. 197]
2. Franchise Fees [City Manager, Pg. 244]
 - a. Excerpts from franchise fee study [Pg. 248]
 - b. News article from Daily Astorian [Pg. 262]
3. Trash Dogs Fee Waiver [City Recorder, Pg. 266]
 - a. Letter from Carsten [Pg. 267]
 - b. Business License Application [Pg. 268]
 - c. Home Occupation Permit [Pg. 269]
4. Council Liaisons [City Recorder, Pg. 271]
 - a. Liaisons list [Pg. 273]

G. Consent Calendar

1. Approve Council minutes for March 27, 2017 [Pg. 274]

H. Informational Non-Action Items

1. March Vouchers [Pg. 278]
2. Vacant Committee Positions [Pg. 282]

I. Remarks from Mayor and Councilors

J. Adjournment

*Obtain Public Comment Forms and view the agenda and packet information on-line at www.brookings.or.us, at City Hall and at the local library. Return completed Public Comment Forms to the City Recorder before the start of meeting or during regular business hours.

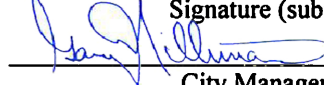
All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 10, 2017

Originating Dept: PW/BD


Signature (submitted by)

City Manager Approval

Subject: Updates to the Engineering Requirements and Standard Specifications for Public Works Infrastructure.

Recommended Motion:

- 1) Motion to approve updated Engineering Requirements and Standard Specifications for Public Works Infrastructure.

Financial Impact: There should be no financial impact to the City.

Background/Discussion: The City Standard Specifications defines the parameters for workmanship and construction materials for all construction in the City right of way. The last update occurred April 3, 2017 and is a product of combined, thoughtful input from the City Standard Specification committee which includes Public Work Director Paul Stephens, Public Works Supervisor Richard Christensen, and Building Official/ Public Works Inspector Garrett Thomson. Since its adoption, staff has successfully utilized these standards for developer, emergency, and in house City projects.

The City Council at a workshop reviewed all changes to the specifications and details.

Attachment(s):

- a. Resolution 17-R-1102
- b. The 2017 Standard Specifications for Public Works Infrastructure

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 17-R-1102

A RESOLUTION OF THE CITY OF BROOKINGS ADOPTING STANDARDS SPECIFICATIONS FOR PUBLIC WORKS INFRASTRUCTURE.

WHEREAS, the City of Brookings provides engineering requirements and standard specifications for Public Works Construction in its jurisdiction; and

WHEREAS, the City Council has removed, through the adoption of Ordinance 14-O-726, the Engineering Requirements and Standard Specifications for Public Works Construction from the Brookings Municipal Code; and

WHEREAS, adoption of the Engineering Requirements and Standard Specification for Public Works Infrastructure by resolution has provided a more efficient and cost effective means of providing updates;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Brookings, Curry County, Oregon, that the Standard Specifications for Public Works Infrastructure as provided in the attached Exhibit A, is hereby adopted.

BE IT FURTHER RESOLVED that this resolution will become effective 30 days following the adoption by the Brookings City Council.

Passed by the City Council _____, 2017 ; effective _____.

Attest:

Mayor Jake Pieper

City Recorder Teri Davis

STANDARD SPECIFICATIONS for PUBLIC WORKS INFRASTRUCTURE

CITY OF BROOKINGS,
CURRY COUNTY, OREGON

Revised & Adopted April 10, 2017



Table of Contents

Chapter 18.05

Division 1 - General Information and Requirements for Submitting Plans

18.05.001	Scope	1
18.05.002	Definitions	1
18.05.003	Abbreviations and Acronyms.....	2
18.05.004	General	3
18.05.005	Responsibilities	3
18.05.006	Substitutions.....	5
18.05.007	General Engineering Requirements	6
18.05.008	Plan Submittal	7
18.05.009	Reimbursement Procedures.....	9

Chapter 18.10

Division 2 - Standard Construction Workmanship

18.10.001	Construction Site Erosion and Sediment Control	10
18.10.002	Dust Abatement	10
18.10.003	Clearing, Grading, Excavation and Grubbing	11
18.10.004	Mulching.....	11
18.10.005	Field Changes.....	11
18.10.006	Public Safety and Convenience	11
18.10.007	Construction Safety Measures	12
18.10.008	Compliance with Regulatory Requirements	12
18.10.009	Barricades, Warning Signs and Traffic Control	12
18.10.010	Scheduling	12
18.10.011	Restoration and Site Cleanup	12
18.10.012	Protect in Place	12

Chapter 18.15

Division 3 - Road and Earthwork

18.15.001	General	13
18.15.002	Excavations and Backfill Requirements	13
18.15.003	Roadwork.....	17

Chapter 18.20

Division 4 - Utilities

18.20.001	Definitions	20
18.20.002	General	20
18.20.003	Storm Drain	23
18.20.004	Sanitary Sewer.....	25
18.20.005	Manhole Requirements (Sewer and Storm Drain).....	29
18.20.006	Potable Water	32

Chapter 18.25
Division 5 - Site Work

18.25.001	Definitions	45
18.25.002	Formwork	45
18.25.003	Reinforced Steel.....	46
18.25.004	Cast in Place Concrete	47
18.25.005	Signposts	48
18.25.006	Street Signs.....	49
18.25.007	Street Lights	49
18.25.008	Tree Trimming and Removal.....	50
18.25.009	Reserved.....	50
18.25.010	Reservoir and Pump Station Facilities	51
18.25.011	Parks and Recreation Facilities - Reserved	51

Standard Construction Details – Table of Contents	51-52
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Chapter 18.05

Division 1

General Information and Requirements for Submitting Plans

18.05.001 SCOPE

The purpose of this document is to establish correct procedures, outline acceptable standards of workmanship and required specifications for any work or projects being accomplished within City of Brookings jurisdictional rights of way that involves additions to, amendments, or repairs to City infrastructures, or infrastructure that is being constructed with intention to be dedicated to the City and accepted into the inventory of City infrastructure.

The standard specifications also include construction details as an attachment to this document. The specifications and details complement each other and both must be reviewed and adhered to. Generally, the specifications will include more information on parts and ordering information while the details depict graphics on how to construct the improvements.

18.05.002 DEFINITIONS

- A. Engineer: A person holding a current Registered Civil Engineering license in the State of Oregon.
- B. City: As used herein the term “City” or “City Engineer” shall denote the City Engineer, the City Manager, or his/her designated representative.
- C. Contractor: A private person or organization that has entered into a contractual obligation to perform improvements, repairs or maintenance to public facilities or construct facilities proposed to become public facilities. Contractors shall hold a valid Oregon contractor’s license and a valid City business license.
- D. Original developer: A person, partnership, firm, corporation, or other legal entity in whose name the land development to which BMC 17.168.020, 17.168.050, 17.168.060, 17.168.080, and 17.168.100 is applicable, or the legal heirs, assigns or successors of said developer.
- E. On-site improvements are defined as improvements made on private properties. Off-site improvements are defined as construction, repair, maintenance, enlargement, and extension to City infrastructure that exists in dedicated rights of way or easements.
- F. Standards and Specifications Committee: Council appointed committee responsible for updates to the Engineering Requirements and Standard Specifications for Public Works Construction.
- G. Standard Specifications for Public Works Infrastructure: Also will be known as Construction Standards, Public Works Standards and Details, Public Works Infrastructure Standards, or Brookings Specifications.

18.05.003 ABBREVIATIONS AND ACRONYMS

Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as follows:

AASHTO	American Association of State Highway and Transportation Officials
AC	Asbestos cement pipe
ACI	American Concrete Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
AWS	American Welding Society
AWWA	American Water Works Association
BMC	Brookings Municipal Code
BMP	Best Management Practice
CCB	Construction Contractors Board
CI	Cast iron pipe
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DEQ	Department of Environmental Quality
DET	Detail
DI	Ductile iron pipe
DOH	Department of Health
EPA	Environmental Protection Agency
FT	Feet
FTG	Fitting
FLG	Flange
HMAC	Hot mix asphaltic concrete
IBC	International Building Code
ID	Inner diameter
IEEE	Institute of Electrical and Electronics Engineers
MIN	Minimum
MJ	Mechanical joint
MUTCD	Manual of Uniform Traffic Control Devices
NBFU	National Bureau of Fire Underwriter's
NEC	National Electric Code
NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NTS	Not to scale
OAR	Oregon Administrative Rules
OD	Outer diameter
ODOT	Oregon Department of Transportation
OHD	Oregon Health Division, Drinking Water Section
ORS	Oregon Revised Statutes
OSHA	Occupational Safety and Health Act (both Federal and State Agencies)

OUCC	Oregon Utilities Coordinating Council
PCC	Portland cement concrete
PUE	Public Utility Easement
SS	Stainless steel
TRPL	Touch Read Programmable Logic
TYP	Typical
UPC	Uniform Plumbing Code

18.05.004 GENERAL

A. These specifications establish a minimum standard for development projects under City of Brookings jurisdiction. Designs must follow a standard of engineering excellence for clarity and readability. All work must comply with the approved plans. The City of Brookings does not assume responsibility or liability for a developer's alternate methods, recommendations, or engineering designs that deviate from this document.

B. If unusual conditions arise during construction that warrants changes, the City may require a deviation from the typical sections and details of this document.

C. All work should proceed in a systematic manner, with a minimum of inconvenience to the public or impact to City rights of way.

D. Any work, repair, maintenance, additions, or alteration being performed to City infrastructure must be performed under the supervision of a licensed contractor and if it is being performed in a right of way a right of way permit is required per BMC Title 11.

E. Additions or extensions to City infrastructure that are not included in the final approval of a subdivision plat will require a formal dedication to the City.

F. Disturbed or obliterated property corner monuments or survey reference monuments must be restored per ORS 209.150 and 209.155.

G. All construction within Oregon State Highway Rights-of-Way shall be in conjunction with the "General Provisions of the Oregon Department of Transportation."

H. All construction within the Curry County Rights-of-Way shall be in conjunction with the "Curry County Road Department Specifications".

18.05.005 RESPONSIBILITIES

A. The contractor: is responsible to provide all labor, materials and equipment that are necessary to complete the work as specified in the approved plans. If the contractor has questions about City requirements, they are urged to discuss any issues with City staff prior to commencement of work. Work in the public right of way shall not commence until permits have been issued. Work shall not commence until the City has been notified at least 48 hours in advance and a written "Notice to Proceed" or signed permit is issued by the City of Brookings. If work has been discontinued for the time period specified herein, it shall not resume until the City has been notified in writing. All work shall proceed according to the approved plans and latest City standards, which include, but are not limited to, Zoning Ordinances, Subdivision Ordinance, and this document. Any work not meeting these standards is subject to removal and replacement by the City at the contractor's expense.

Other considerations are:

1. Traffic safety, worker safety and safety devices are the responsibility of the contractor, and failure to comply with safety as outlined in this document may result in a cease work order, fine or both.
2. The contractor is responsible for the repair of damaged underground or above ground facilities and the quick restoration of services. The City is not liable for damages the contractor may have caused to private property.
3. Work shall not proceed beyond required inspections. The project shall be inspected under the direction of the City and constructed to the satisfaction of the City.
4. The contractor is responsible to notify Oregon Utilities Coordinating Council (OUCC) and to proceed with underground projects with the appropriate care necessary to avoid damage to underground facilities. The contractor shall pothole and verify the location of marked underground City utilities, their pipe sizes, valves, and etc., and meet all requirements of the OUCC document.
5. Right of way public works construction permits are required for projects that take place in City rights of way. The permit is current for 6 months with a one-time extension of 6 months. The extension request must be submitted in writing and before the expiration date.
6. One-year warranty bond equal to 10 percent of the value for the total public improvements that exceeded \$5,000, for a period of one year, as required per BMC 17.80.090.
7. Developments that must install public utilities such as communication and electric facilities in the right of way or PUE must coordinate the installation of those facilities, such as conduits, junction boxes and poles with the appropriate utility company.
8. Contractor is responsible for all clean up of construction debris and excess excavation materials. All existing ditches, culverts, signposts, and similar items are to be left as found, or as specified by a contract or on the approved plans.
9. The temporary shut-down of water services and water mains requires prior notification. The contractor shall notify the City and all affected residents and businesses a minimum of 48 hours prior to the start of a service curtailment. The shut-down will be completed by City personnel only.
10. Contractor is required to keep his Oregon Construction Contractors Board (CCB) license current and a Brookings City business license is required per BMC 5.05.060.
11. The contractor is required to keep a set of approved plans, attached specifications, and permit available to the job site while work is being performed.
12. Any dig ticket underground utility location markings must be removed therefore it is recommended the locators use water soluble paint.

B. The City: will thoroughly review construction plans to assure that all correct materials, their locations, installation procedures and workmanship specifics, that are required, are shown on the plans or included as attachments. City will make available any special requirements pertinent to the project in attachments. When the plans have been deemed correct, work permits will be issued, in writing. City will furnish the contractor with contact information to several City personnel who are familiar with the project, and who will be available during normal City work hours. In addition, City has available a 24 hour emergency contact number for use in the event of an emergency. Also:

1. Although advanced notice for inspections have a 24 hour maximum time limit, City personnel will make every effort to perform inspections as soon as possible.
2. City will provide a right of way/public works construction permit and list of the required inspections pertinent to the project.
3. City is responsible for locating underground City infrastructure within the tolerances described in OUCC documents. City will provide surface marks indicating the location of underground City infrastructure and the contractor shall perform pot-hole verifications. In the event City is not able to locate existing underground utilities from as-built plans or by other technical surface means, City will perform pothole investigation, mark, and provide actual location information to the contractor. The contractor may, at his discretion, expense, and risk, perform actual locate investigation. City shall not be held responsible for the inaccuracy of records that were not created by the City.
4. Upon successful completion of a final inspection the City will authorize new installations to be connected to City systems.

18.05.006 SUBSTITUTIONS

A. Alternate Materials, Equipment and Methods: Requests to substitute products specified by manufacturer or manufacturer's model number, use of alternate equipment or installation procedures as specified throughout this document shall be in writing and be accompanied with sufficient information to allow the City to identify the nature and scope of the request. Types of information to be provided shall include:

1. All submittal information required for the specified equipment, including all deviations from the specified requirements necessitated by the proposed substitution.
2. Materials of construction, including material specifications and references.
3. Performance data including performance curves and guaranteed power consumption, over the range of specified operating conditions.
4. Dimensional drawings, showing required access and clearances, including any changes to the work required to accommodate the proposed substitution.
5. Piping, process and instrumentation drawings, along with control descriptions where applicable.
6. Information and performance characteristics for all system components and ancillary devices to be furnished as a part of the proposed substitution.

7. If the substitution requires any mechanical, electrical, or structural changes, the contractor will be responsible for the costs of evaluating a requested substitution. The City will provide an estimate of costs associated with determining the evaluation of alternatives. The cost for such an evaluation will be determined on a case-by-case basis, after receipt of written request. The City will notify the contractor in writing of said cost. If the contractor wishes to proceed, they shall advise the City in writing and submit additional information as may be requested. The decision to allow a substitution must be made by the City.

18.05.007 GENERAL ENGINEERING REQUIREMENTS

A. Public improvement plans are required to be stamped by an Engineer licensed to perform Civil Engineering in the State of Oregon, and peer reviewed by the City Engineer in the following circumstances:

1. Developments that involve infrastructure and street additions or improvements in conjunction with the subdivision of land.
2. Construction on sites that are subject to the requirements of Chapter 17.100, "Hazardous Building Sites" of the BMC may require additional geologic, flood plain, drainage, erosion, and other professional assessments.
3. Developments that involve extensions of existing infrastructure.
4. Developments in areas where the existing infrastructure is undersized or incompatible.

B. At the time of the first review of a permit application by the Site Plan Committee, developments that are small or simple in nature, such as those that involve single-family residences may be exempted from these engineering requirements, peer review, or both. The applicant will be notified in writing within 10 working days of submission of plans. If peer approval is necessary, the letter will include a consent form authorizing City to peer review the project. Within 10 working days of receiving the signed authorization form from the applicant, the plans will be peer reviewed, and the applicant will be notified in writing of the final comments on the project. The fees for peer review are "actual cost" and must be paid before a permit shall be issued.

C. All engineered specifications and plans are required to meet or exceed the requirements of this document.

D. Inspection Required. Improvements shall be inspected by the City and if requested, by the engineer of record and constructed to the satisfaction of both parties. The City may require changes in typical sections and details if unusual conditions arising during construction warrant such changes in the public interest. Sewer and water systems shall be approved by the city engineer, or his authorized designee, prior to final hookup.

18.05.008 PLAN SUBMITTAL

A. Preliminary Plan Review – Provide three (3) sets of legible preliminary plans and report as required to the City for initial plan review and comment. The City will provide a plan review fee invoice to be paid before plan review comments are returned. The plan review fee is defined in the Master Fee Schedule. The City will provide plan check comments and direction on whether the plans are “approved as noted,” “revise and resubmit,” or “reject as incomplete.”

B. Subsequent Plan Reviews – Provide three (3) revised plans and plan check comments with a response to all plan check comments.

C. Permit Issuance – After the City has approved the plan set, applicant shall submit five (5) sets of approved legible final construction plans and an engineer’s estimate stamped and signed by the applicant’s engineer. If the project did not require a licensed engineer, staff will provide a construction estimate based on current City bid results. City staff will calculate the construction permit and inspection fees based on the engineer’s (or City’s) estimate of construction costs, and provide an invoice for payment before permits are issued. Permit approval will include a public works right of way permit and approved plans. Approved permit and plans shall be valid for 1 year after City’s approval date. Failure to execute substantial construction on the development or project within that time shall cause plan approval to expire and required a new permit and associated fees to be paid prior to commencement of work. The applicant may submit and obtain approval for a one-time extension of one year, in writing, prior to a normal expiration.

D. Plans showing new City facilities or repairs and maintenance of existing facilities must be placed on the Oregon State Plane Coordinate System, South Zone, North American Datum of 1983 (NAD 83), and elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD 88). Upon review by Site Plan Committee, projects that are small or simple in nature may be exempted from this requirement, and may be placed on assumed coordinates and elevations.

E. In addition to City of Brookings approval, other jurisdictions have authority over certain types of projects, and their approvals are also required. It is not feasible for the City to keep the documents of other jurisdictions current with this document. An applicant is advised that there may be requirements from Oregon Department of Human Services, Health Division, Oregon Department of Environmental Quality, other State and Federal regulatory agencies and Curry County Road Department not kept current in this document. City will make every effort to keep said agencies requirements current, on file and perform an advisory role to help an applicant obtain approval from other jurisdictions. The City of Brookings has obtained authority for plan review on water systems by the Oregon Department of Human Services, Health Division, which will permit local review of planned water improvements by the City. An additional fee for plan review will be assessed on each project for which this applies.

F. Construction Plan Requirements: Plans shall be submitted in a scale that allows for easy reading, but shall not be produced on paper larger than 24 inch by 36 inch. Vertical plans shall be drawn in an exaggerated vertical scale of 10 times the horizontal scale, and contain the following general information:

1. A vicinity map, north arrow and scale bar.

2. A title block that includes name and addresses of the applicant and/or his agent, sheet title and page number, and date and revision number.
3. A planimetric map (bird's eye view) showing the location of all existing structures and facilities, and proposed facilities, both above and below ground within the project area. By example, but not limited to, show the right of way boundaries of adjacent streets, their edge of pavement and physical and actual centerlines, curb and gutter, and pedestrian facilities.
4. Topographic data in contours or spot elevations or both.
5. All existing and proposed easements not in rights-of-way that are pertinent to the project shall be shown on the plans.
6. When applicable, a centerline profile is required with typical stationing which indicates the location of any cross-section details.
7. When applicable, a below grade cross-section detail showing all proposed underground improvements and their relationship to existing underground utilities.
8. When applicable, cross section details showing proposed improvements such as curb gutter and above ground utilities with spot elevations.
9. In order to achieve a matched layering affect, the various plan and profile views and cross-section details of water, sewer, storm water facilities and street improvements must be kept on the same scale and stationing throughout the plan sheets.
10. Electrical plans
 - a. Shall show the location of all existing and proposed electrical utilities such as lines, transformers, pedestal-type connection points, conduit size and lengths, power source connections and street light circuits and controls.
 - b. Location in trench section detail (including proposed telephone and/or television transmission lines). [Ord. 91-O-484 § 1(1A.07.e). Formerly 16.15.110.]
11. The drafted plans must clearly differentiate between on- site and off-site, existing and proposed improvements. Use diverse pen weights, shading, and line types, or draw the various improvements on separate sheets.
12. When applicable, a drainage plan showing changes in site run off/run on and any additions to the normal flows of the storm drain system is required.

G. Final as-built plans:

1. Within 60 days of project completion submit final plans showing all project information, as-built changes, a copy of newly recorded easements and include:
 - a. One original map on 4-mil double mat Mylar, in archivable ink; and 2 paper copies on 20# bonded white paper.
 - b. For those projects completed on computer software, submit electronic files in Autocad compatible ".dwg" or ".dxf" extension formats, copied to an archivable CD disk.

18.05.009 REIMBURSEMENT PROCEDURES

Whenever an original developer as defined in BMC Chapters 13.05.070, 13.10.280, 17.168 or 17.170 provides, pays for, installs, or causes an extension of services to be installed, BMC 17.168.020 (F) authorizes this document to establish a reimbursement procedure. As outlined herein, said developer shall be entitled to reimbursement of a portion of his approved costs for up to 10 years in accordance with the following criteria and procedures:

A. The original developer seeking reimbursement must submit, within 90 days of acceptance of said improvements by the City, an accounting of the actual costs in performing the off-site infrastructure improvements. Actual costs shall be reviewed by the City, which shall then determine the amount of "Approved Costs."

B. Upon the request of the original developer, City shall prepare a reimbursement agreement between City and developer whereby the original developer may recover those portions of the cost of the improvements through a special connection fee collected from other benefitting property owners. The maximum term of said agreement shall be 10 years after City Council approval.

C. City shall identify those properties that are or have a potential to benefit from the infrastructure improvements installed by the original developer, including the properties of the original developer. City shall prepare an analysis indicating how the approved costs would be allocated to all benefitting properties. Such analysis shall, generally, be in the same manner as the procedure used in determining benefit in the formation of a Local Improvement District, but may also include other factors such as parcel size, zoning and property characteristics. Said apportionments shall become a "special connection fee" appurtenant to the benefitting parcels which are not a part of the original development. Said special connection fee shall be collected at the same time as the City collects connection fees and System Development Charges from the identified parcels.

D. Special connection fees collected in accordance with this provision shall be remitted to the original developer within 60 days of receipt by the City. The actual cost to the City in determining the special connection fee cost allocation and in administering the agreement shall be deducted from the amount of reimbursement.

E. City Council approval of the reimbursement agreement is required.

END OF DIVISION

Chapter 18.10
Division 2
Standard Construction Workmanship

18.10.001 CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL

- A. Depending upon topography, size, proximity to waterways, State and Federal regulations may apply, and relevant agency approvals must be obtained.
- B. Projects that disturb more than an acre require a NPDES 1200-C permit from DEQ.
- C. Discharge from dewatering operations shall not directly impact existing watercourses.
- D. The contractor will implement Best Management Practices (BMPs) for protection of ground water and dust abatement. Turbidity shall not exceed 10 percent above natural stream turbidities as a result of any project. The turbidity standard may be exceeded for a limited duration, provided all practicable erosion control measures have been implemented, including, but not limited to:
1. Use of filter bags, sediment fences, silt curtains, leave strips or berms, placing mulch and hay bale silt fences, or other measures sufficient to prevent offsite movement of soil.
 2. Use of an impervious material to cover stockpiles when unattended or during a rain event.
 3. Graveled construction accesses to prevent movement of material offsite via construction vehicles.
 4. Spreading mulch on exposed embankments greater than 3 feet in height.
 5. Constricting hay bale silt fence at toe of embankments greater than 10 feet in height. Place bales at any locations where soil erosion potential is evident and as directed by the City.
 6. Erosion control measures shall be maintained as necessary to ensure their continued effectiveness
 7. Petroleum products, chemicals, or other deleterious materials shall not be allowed to enter the water.
 8. Refueling and storing equipment shall be on a non permeable surface or in a designated area and shall have a petroleum spill cleanup kit stored in the designated area.

18.10.002 DUST ABATMENT

The contractor shall maintain all work areas reasonably free from dust. Methods of abatement such as sprinkling, chemical treatment, light bituminous treatment, or similar methods shall be used. Sprinkling must be repeated in intervals that keeps the ground damp at all times.

18.10.003 CLEARING, GRADING, EXCAVATION AND GRUBBING

A. Contractor is responsible for removing and disposing of all vegetation. The following are considerations:

1. The contractor shall remove all cleared materials to approved disposal sites. In some instances burning is allowed. Burn permits are required.
2. All stumps, roots and other embedded wood shall be completely removed.
3. Any holes created shall be filled with a suitable material and compacted.
4. Safety barricades, covers and warning lights shall be implemented.
5. Land clearing in sensitive areas, such as, delineated wet lands is not allowed.

B. Grading, clearing and excavation of street rights-of-way and private property meeting the definition of BMC 17.100 shall be performed under the supervision of an engineer or geologist who is knowledgeable and skilled in the treatment of soils, soil stabilization, and soil erosion. Due consideration shall be given to the existing terrain, cross-slope and vegetation. City approved construction plans and a public works permit is required.

18.10.004 MULCHING

Seeded areas and mulched areas which become damaged shall be restored by the contractor to previous conditions.

18.10.005 FIELD CHANGES

During the normal progress of construction minor relocations of improvements or horizontal and vertical deviations may be necessary. City or other jurisdictions having authority must be notified and prior approval obtained. The applicants Engineer will be notified of any significant field changes for review and approval.

18.10.006 PUBLIC SAFETY AND CONVENIENCE

A. The contractor shall comply with all rules and regulations of City, County, State, and Federal authorities regarding the closing, detouring, and load limits of all public streets or highways. No road, public or private, shall be closed or detoured by the contractor except by permit from the City or other jurisdiction such as ODOT and the County. Traffic must be kept open on all roads and streets when no detour is possible. The contractor shall, at all times, perform his work assuring the least possible obstruction to traffic.

B. Access for Police, Fire, Postal, Ambulance, and School Bus Service. The contractor shall notify the Brookings Fire Department, Police Department and when applicable, the School and Postal Service before closing or portions thereof.

C. The contractor shall furnish, install and maintain suitable signs, lights, plating, barricades, fences or other protective measures to insure the safety of the public and construction crew.

D. Contractor shall coordinate the work with all local utilities, affected private property owners, and other affected public agencies.

E. School Crossing Supervision – Modified from Oregon Supplement to MUTCD Section 7E.05, adult cross guards shall use school flags. A STOP paddle is not permitted.

18.10.007 CONSTRUCTION SAFETY MEASURES

Contractor shall comply with all Oregon OSHA requirements.

18.10.008 COMPLIANCE WITH REGULATORY REQUIREMENTS

Contractor shall at all times observe and comply with all Federal and State laws and obtain all necessary permits prior to construction. Contractor shall have certification training in all applied fields of construction that is bid upon and assumes the responsibility. Contractors shall have a confined entry permit prior to entering a confined space when applicable. Contractor shall use shoring as necessary and shall bear all responsibility for trench safety. Contractor shall properly remove and dispose of all asbestos as required by the DEQ.

18.10.009 BARRICADES, WARNING SIGNS AND TRAFFIC CONTROL

Signs, flags, lights, and other warning and safety devices shall meet the ODOT requirements as outlined in "Temporary Traffic Control Handbook". In addition, depending on the length of time, the Federal "Manual on Uniform Traffic Control Devices" may apply.

18.10.010 SCHEDULING

Prior to issuance of a Public Works permit, the City shall review and approve an overall schedule for completion of the work and inspections. The contractor is expected to provide 48-hours notice prior to commencing construction and 24 hours for inspections.

18.10.011 RESTORATION AND SITE CLEANUP

Worksite shall be kept clean and orderly at all times and shall be free of excess material and rubbish. Restore all impacts to the original condition or better. Any use of heavy equipment in City right of way must use caution to avoid damages. Any and all damages must be mitigated.

18.10.012 PROTECT IN PLACE

All existing improvements, utilities, and properties both inside and outside the public right of way, surface and subsurface shall be protected from damages by the contractor.

END OF DIVISION

Chapter 18.15

Division 3

Road and Earthwork

18.15.001 GENERAL

A. Earthwork is defined herein as road work, surface and subsurface excavation and backfill in the public right of way or easement dedicated to the City or earthwork associated with grading for new development.

B. Aggregate base is defined herein as crushed rock import used for backfilling subgrades capable of passing through a defined screen size and provides a structural element to the backfill.

C. If unfavorable weather conditions necessitate interrupting filling and grading operations, prepare areas of compaction of surface and grading to avoid collection of water. Provide adequate temporary drainage.

D. Shoring, sheeting and bracing is required per Oregon OSHA Standards.

18.15.002 EXCAVATIONS AND BACKFILL REQUIREMENTS

A. Definitions:

1. 95% compaction backfill standard is defined as backfill materials or soils densified to a 95 % “maximum density” when tested in accordance to AASHTO method T-99 (Standard Proctor). Compaction equipment shall be utilized in fills in layers not to exceed 12 inches. The burden of proof of meeting compaction requirements is placed on the contractor. If the City requires additional compaction tests and those tests fail, the contractor is responsible for the costs of the tests. If those compaction tests pass, the City shall pay for the tests.

2. Subsurface investigation is defined as physical efforts to bore and/or pothole to determine the underlying soil type and conditions. A geotechnical engineer and/or Proctor test is required when there is a question on the characteristics of the subsurface for compaction.

B. Excavations/types:

1. Surface:

- a. Pavement removal and replacement: Trenches placed in existing paved streets shall provide for a “T” type patch per standard detail number 3.10. This will require an initial and final sawcut just prior to paving.
- b. Curb removal. Curbs shall be sawcut through their full thickness and removed. If the adjacent panel is broken, replace the entire panel.
- c. Sidewalk removal shall include replacement of the panel between control joints. If the adjacent panel is broken, replace the entire panel.
- d. Land clearing and grubbing. Removal of vegetation shall comply with Division 2 Section 3 of the Standards and Specifications.

2. Subsurface:

- a. Trench excavation is defined as any man made cut required for undergrounding of infrastructure, repair, or maintenance of utilities. The trench width must provide a clear working space of 6 inches on each side of the pipe for pipes 4 inches in diameter and larger.
- b. Potholing of existing utilities is required to verify location, material, and size prior to trench excavation. Potholing is required for all critical and conflicting infrastructure, such as high pressure water mains, sewer interceptors, gas mains, and other utilities that must be protected in place.
- c. Foundation stabilization excavation is removal of additional subgrade soil that in the opinion of the Engineer is structurally unsound to use as subgrade. This is determined by the Proctor test or field inspection such that the backfill is unable to compact consistently and evenly. These soils are usually high in clay and/or organic content and are not able to compact to 95% compaction as measured in the Proctor Test.
- d. Rock excavation is determined by the City when an excavator of the 44,000 pound class, such as Caterpillar 320D L, or equivalent equipment, is unable to excavate the site and requires drilling. Blasting is prohibited.

C. Backfills

1. Definitions:

- a. Class I and II backfill is defined as native material excavated from within the limits of the project, free from vegetation or materials that interfere with compaction and have a maximum particle size of 3 inches. To be approved for trench backfill, these native materials must meet the desired characteristics for surface loading for that location and be capable of field compaction per Table A herein.
- b. Class III backfill is defined as $\frac{3}{4}$ inch minus or $1\frac{1}{2}$ inch minus crushed rock that conforms to the requirements of Section 02630 of the ODOT/ APWA Standard Specifications for Construction, except 70 percent of the particles, by weight, shall have at least one mechanically fractured face based on grading requirements of the section. The fracture requirements shall be applicable uniformly through the grading materials involved. (All gravel sizing shall have fracture faces applicable by screen sizes to the 70% level). In section 02630.10(c) the sediment height requirements shall be $3\frac{1}{2}$ inch maximum.
- c. Class IV, Controlled Low Strength Material (CLSM) slurry backfill is a highly fluid lean concrete mix of fly ash or slag, Portland cement, fine aggregates and water which results in a dense, non-settling fill, when cured, that can be later broken with hand tools. CLSM shall conform to Section 00442 of the current version of ODOT/APWA Standard Specification for Construction, modified in the following manner: Class IV subgrade must be able to be remove with a hand tool.

- d. Road embankment is defined herein as backfill required for the structural integrity of a road. Contractor must submit stamped geotechnical or civil engineering plans for approval of any road embankment work and is subject to regulatory approval when near a waterway.
- e. Foundation Stabilization backfill is a granular material used to stabilize the bottom of a roadway subgrade or pipe trench below the pipe zone. The material shall be 2 inch minus crushed rock conforming to ODOT standards 2630 excepting the sediment height requirements shall be "3.5 inch maximum." Any geotextile/geosynthetic fabric installation must comply with ODOT Standard Specifications for Construction Section 02320.
- f. For trench depths less than 30 inches in roadways, Class IV slurry backfill must be used.
- g. Reclaimed rock and asphalt backfill may be used in place of Class III backfill under the following conditions;
 - i. No fragments shall be larger than 1½ inch.
 - ii. The crushed reclaimed rock and AC mix shall not contain more than 25% of reclaimed AC by volume and must be blended well. The rock must be clean, hard and durable. The Inspector shall field verify the crushed mix is well blended prior to replacement and may reject any loads delivered that do not appear to be well blended.
 - iii. This material will require its own proctor testing to determine compaction requirements and structural viability.
 - iv. The Inspector reserves the right to terminate the use of this material if these conditions are not met or the proctor test confirms the lack of structural integrity.

D. Roadway and Subgrade Backfill Requirements

1. Utility Trench

- a. Top leveling rock. Aggregate base ¾ inch minus crushed rock conforming to the requirements for aggregate base as specified in Section 02630 of the ODOT standards 2 inch minimum depth in roadway. In some instances other ¾-inch or minus material, such as recycled asphaltic pavement, can be used subject to City approval.
- b. Roadway base course beneath the top leveling rock within the right of way shall be compacted to achieve a depth of at least 4 inches of 1½-inch or minus crushed rock confirming to ODOT standard 2630. Aggregate base shall be placed and compacted in maximum of 6-inch lifts.
- c. Trench backfill within paved areas (new and existing) shall be Class III backfill aggregate base consisting of ¾-inch or 1-inch minus crushed rock and conforming to the requirements for base aggregates in Section 02630.10 of the 2015 ODOT Standard Specifications for Construction except in Section 02630.10 (c) Sediment height requirements shall be "3.5 inch maximum."

- d. Native soils may be used for backfilling trenches between the roadway base and pipe zone or outside of roadways if approved by engineer providing they can meet compaction requirements (standard proctor 95%) and shall be free of deleterious and organic materials.
- e. Pipe Zone - Bedding material placed in the pipe zone shall be ¾ inch minus, 5/8 natural or washed sand to the extent of the pipe zone. The pipe zone is defined as the full width of the trench from within 6 inches below the pipe to 6 inches above the pipe barrel.
- f. Foundation stabilization zone as previously defined herein.
- g. Geosynthetic/geotextile fabric shall be considered for installation on a case by case basis.
- h. The City inspector has the discretion to require the Contractor to provide a proctor test when there is a question on the subgrade compaction. If the results of the test prove that the compaction satisfies Table 3.1 as follows, the City will be required to reimburse the Contractor for the costs of the proctor test.

TABLE 3.1
FILL AND BACKFILL CLASSIFICATION

Backfill type	Max. lift depth (inches)	Min. Relative Modified Proctor Dry Density %
Foundation stabilization	12	NA
Pipe Zone (bedding)	6	95
Pipe Zone (above bedding)	6	90
Class I and II trench backfill	8	93
Class III trench backfill	12	93
Class IV trench backfill	NA	NA

2. Curb, sidewalk and catch basins

- a. Aggregate base 3/4-inch minus crushed rock conforming to the requirements for aggregate base as specified as top leveling rock herein or ODOT standard 02630.

3. Manholes

- a. Poured in place base – Subgrade shall be native material compacted to a minimum of 90% compaction or foundation stabilization if determined necessary by the City.
- b. Prefabricated base – Subgrade shall be Class III compacted to 90% and leveled.

E. Workmanship

1. Contractor to notify the City 24 hours prior to placement of subgrade.
2. Final grades shall be within a 0.5-inch tolerance, any drainage impacts due to altered grades are the responsibility of the contractor.
3. Cleanup. All materials and soils are to be disposed of or recycled from the construction site and adjacent areas in a timely manner. Disposal of all waste materials shall conform to all laws, regulations, and ordinances.

18.15.003 ROADWORK

A. Asphalt Concrete (AC) Pavement

1. General

- a. Depth of AC determined by, existing road conditions, and traffic conditions on roadway. Minimum 3 inch AC installed in one lift and 4 AC depth installed in two, 2 inch lifts.
- b. Contractor shall provide mix design and load tickets for review and approval by the City Inspector.
- c. Materials
 - i. Asphalt concrete shall be ½ inch Dense Graded Mix (formerly called Class C) conforming to Section 00745 of the ODOT Standard Specifications for Construction. For a typical street, a Level 2 Hot Mix Asphaltic Concrete (HMAC) shall be utilized. Projects with heavy commercial or industrial traffic may require the use of Level 3 HMAC at the discretion of the City.
 - ii. Asphalt tack coat shall conform to Section 00730.11 of the ODOT Standards and Specifications. Application shall be applied at 0.05 residual gallons per sq yd or at a 1:1 diluted tack application rate of 0.06 – 0.12 gal/sq yd. application. The tack amount should not be too thick (no pooling) and the surface should be coated evenly and lightly.

2. Workmanship

- a. Minimum AC temperature at the time of placement shall be 250° F and shall not be placed when the ambient temperature is below 50° F.
- b. Weather conditions – AC to be installed in favorable weather conditions for curing and meeting compaction requirements as defined by the City.
- c. Surfacing of the AC after compaction shall be smooth and true to established cross section and grade. There shall be no sign of roller marks, loose or broken surface, and when compacted shall conform to the existing grades.
- d. Do not leave subsurface exposed to traffic. Temporary measures shall be made for roadway surfaces by installing cold patching or plating an open trench or temporary backfill with compacted gravel flush with grade.

3. Compaction and Lifts

- a. Shall be at least 92 percent as determined by AASHTO T-230 for each lift. Additional lifts shall not be placed on top of a lift that has not yet met the recommended compaction level.
- b. Lifts shall not exceed a compacted depth of three (3) inches.

4. Testing

- a. The City will use discretion to determine if laboratory and field testing will be required. If the testing results conclude that the AC composition or installation does not meet standards, the contractor is responsible for all testing charges and shall remove and replace the AC to standard.

B. Seal Coat

1. General. A seal coat is designed to seal and protect asphalt pavements.
 - a. Armor Seal Heavy Duty Pavement Sealer #A-100 ASTM D-2397 and AASHTO M208, 10 pounds per gallon, dark black color when dry, homogenous uniformity or City approved equal.
 - b. Wet track abrasion test 15.9 gm per sq ft.
 - c. Application
 - i. Prior to seal coat, tack seal all cracks
 - ii. Prior to sealing, asphalt must be thoroughly cleaned and contain no loose debris and dry.
 - iii. Do not install in temperatures below 65 deg F
 - iv. Do not apply if rain is expected within 24 hours.
 - v. Recommend cure of 12-24 hours.
 - vi. 2 coats minimum required with at 40-60 sq ft/gallon application rate.
 - vii. Protection shall be provided for manhole covers, catch basins inlets, and gutter flowlines.

C. Tack coat/seal

1. Install at contact surfaces of manholes, catch basins, gutters and existing pavements. Do not place on wet surfaces.
2. Install at joints between the existing and the new AC pavement.

D. Striping

1. General
 - a. Materials
 - i. Thermoplastic shall be suitable for asphalt or concrete applications. Apply in accordance with Section 00850 of the current edition of ODOT/APWA Standard Specifications for Construction.

- ii. Apply at a temperature of 400 – 500 deg F. Minimum drying time shall be 10 minutes based on a minimum 50 deg F ambient temperature and slight wind.
 - iii. Rapid Dry Paint. To prevent motorists from driving through and tracking wet paint, traffic control shall be installed and maintained until the paint is completely dry. Paint shall be Ennis-Flint, a Traffic Safety Solutions Company at 1-800-331-8118 or approved equal.
- 2. Crosswalks and stop bars shall be 12 inches wide.
- 3. Centerline, traffic lanes, bike lanes, and parking lanes shall be 4 inches wide.
- 4. ADA per current building code and standard details 3.15 and 3.16.
- 5. School crossings per current MUTCD.
- 6. Workmanship
 - a. The pavement surface shall be free of dirt, grease, moisture, and other foreign material prior to placement of striping and pavement markers. Air blast the pavement with an acceptable high-pressure system to remove loose or foreign material.
 - b. Limits of striping shall comply with the area disturbed by construction.
 - c. Centerline striping shall be Rapid Dry Traffic Rated Paint only with reflective bead.

END OF DIVISION

Chapter 18.20
Division 4
Utilities

18.20.001 DEFINITIONS

A. This section contains specifications for water, sewer and storm drain material and installation requirements.

18.20.002 GENERAL

A. As determined by the City, the City may require parts and material submittals prior to issuance of a Public Works construction permit.

B. Civil engineering plans will be required unless determined by the City that the improvements are minor and pose no risk for damages or safety.

C. All domestic water system designs and construction shall be in accordance with OAR 333-061-0050, Department of Human Services Health Division and as supplemented here.

D. All sanitary sewer design and construction shall be in conjunction with OAR 340-52 and Oregon Department of Environmental Quality "Sanitary Sewer Design Notes" and as supplemented here.

E. All projects impacting storm water surface run-off shall be directed to the Oregon Department of Environmental Quality 1200-C permit for applicability.

F. Refer to the applicable ASTM and AWWA standards for detailed specifications on pipe materials.

G. This document sites manufacturers' materials that are commonly stocked by suppliers in Southern Oregon.

H. Alternative materials will be considered by submittal and is outlined in Division 1 18.05.006.

I. All parts and materials shall be new and unused.

J. Any poured in place concrete shall be in accordance with Division 5 Concrete Specifications unless otherwise specified herein.

K. All materials shall be installed according to manufacturer's recommendations.

L. Inspect all pipe and fittings prior to lowering into trench to ensure no cracked, broken or otherwise defective materials are used. Prevent foreign material from entering the pipe while it is being placed in the trench. Remove all foreign material from the inside of the pipe and joint before the next pipe is placed. Clean ends of pipe thoroughly. Keep debris, tools, rags or other materials out of the pipes at all times. Follow pipe laying operations closely with joint coating operations as required and backfilling of trenches as specified in Division 3 of these Specifications.

M. Joint deflection and pipe bending for radial curvature shall not exceed the manufacturer recommendations.

N. Do not drop or dump pipe into trenches.

- O. Refer to Division 3 herein for subgrade requirements.
- P. Deviation from alignment on plans must be approved by the City.
- Q. Provide concrete thrust blocking in accordance with the standard details at the end of these specifications. Allow concrete to cure to needed strength prior to charging the main.
- R. Tracing wire is not required for gravity sewer and storm drain installations if the lines where bore sighted.
- S. Prior to shutdown of any water main public notification, proper measurements of outside diameter, approved fittings and materials, and verification adequate staffing shall be available to construct the improvements shall be demonstrated to the City.
- T. Any buried pipe installed less than 30 inches deep in the roadbed will require Class IV slurry backfill per Division 3 herein.
- U. Roping/bending pipe shall be by the City engineer's approval and will require the Contractor to prove that the installation meets manufacturer's deflection recommendations or shall use fittings. The burden of proof is the responsibility of the Contractor and may require the Contractor to hire a surveyor.
- V. A City Inspector must approve pipe installation and backfill prior to backfill. If backfill occurs prior to city inspection, Contractor will be required to expose the installation.
- W. A DEQ asbestos notification form must be submitted by Contractor five (5) days prior to removing and disposing of any materials containing asbestos. Proof of proper disposal is required.
- X. Safety training for known hazards must be performed by Contractor for all those working at the site.

Table 4.1 Piping Schedule
Allowable Piping Materials for the City of Brookings Utility Construction

Type		Application	Size	Material	Specification	Interior surface or coating	Pipe end
Storm Drain	Gravity	Main	All	HDPE	ADS N-12, WT	Corrugated outside, inside smooth	Push on gasket
	-	Main	4"-15"	PVC	SDR 35, ASTM D-3034	NA	Push on gasket
	-	Main	18" and greater	PVC	SDR 35, T-1 thickness ASTM F-679	NA	Push on gasket ASTM F-477
		Main	All sizes	Aluminized steel	Type 2 AASHTO M-274 971	Corrugated metal	
	-	Main	18" and under	Concrete	Class 3 reinforced ASTM C-76	NA	ASTM C443/AASHTO M198
	-	Main	21" and larger	Concrete	Class 3 reinforced ASTM C 76-74	NA	ASTM C443/AASHTO M198
	-	Laterals	2"	PVC	Not used, smallest size 4"	NA	NA
	-	Laterals	4" -15"	PVC	SDR 35, ASTM D-3034	NA	Push on gasket
Sewer	Gravity	Main	4"-15"	PVC	SDR 35, ASTM D-3034	NA	Push on gasket
	-	Main	18" and greater	PVC	SDR 35, T-1 thickness ASTM F-679	NA	Push on gasket ASTM F-477
	-	Lateral	4"	PVC	SDR 35, ASTM D-3034	NA	Insert a tee
	Pressure	Main	4" - 12"	PVC	AWWA C-900, DR 18, CL-150	NA	MJ Fitting, Bell and Spigot Main Connection
	-	Main	> 12"	PVC	AWWA C-905, DR-18, CL-235	NA	MJ Fitting, Bell and Spigot Main Connection
Water	Pressure	Lateral	3/4" and 1"	Polyethylene	Pressure class 200, IP Sized, HDPE	NA	IP compression
		Lateral	2"	PVC	Schedule 40	NA	Glued
		Main or Lateral	4" - 12"	PVC	AWWA C-900, DR 18, CL-150	NA	MJ Fitting, Bell and Spigot Main Connection
		Main	> 12"	PVC	AWWA C-905, DR-18, CL-235	NA	MJ Fitting, Bell and Spigot Main Connection
		Main	4-12"	DI	CL 52	Cement lined	Flg, MJ, or push on
		Main	Any	HDPE	Upon special consideration	NA	Fusion
		Air Vac assembly	2"	Brass	CL 125 ANSI/ASME B16.15	NA	Threaded nipple per ASTM B687-88

18.20.003 STORM DRAIN

A. General

1. Design Consideration

- a. Pipe material and size is dictated by depth of pipe, slope, hydrological and geological conditions and type of pipe and size selected shall be approved by the City. Hydraulic and hydrology calculations signed by a registered civil engineer may be required.
- b. Evaluate pre and post development storm water runoff conditions for a 25 year – 24 hour storm event and overland escape route. Site committee will determine whether downstream facilities are adequate for any additional run-off. If deemed inadequate, an engineered detention system or engineered downstream improvement will be required to mitigate the effects of the additional storm water impact from the project.

B. Materials

1. Main Line Pipe

- a. Polyvinyl Chloride Pipe (PVC)
 - i. Small diameter Main (under 15 inches) shall be SDR 35 conforming to ASTM D-3034.
 - ii. Large Diameter (18 inches and greater) shall be SDR 35, T-1 wall thickness with elastomeric gasket seals conforming to ASTM F-477.
 - iii. Gasket shall be an integral bell gasketed watertight joint in accordance with ASTM F-1803.
- b. Corrugated High Density Polyethylene (HDPE) Pipe shall be ADS N-12 HDPE series 65 (smooth interior wall) as manufactured by Advanced Drainage Systems, Inc., or Hi-Q as manufactured by Hancor for pipe sizes 8 through 36 inches or City approved equal.
 - i. New installation – all new ADS N-12 pipe installation shall be constructed with push on water tight, gasket connections.
 - ii. Connection to existing ADS N-12 HDPE – when tying into existing ADS N-12 pipe with a new storm drain connection, install an Inserta Tee fitting.
 - iii. Couplings shall be corrugated to match the pipe corrugations, and the width shall be not less than $\frac{1}{2}$ the nominal diameter of the pipe and shall engage an equal number of corrugations on each side of the pipe joint.
 - iv. Shall meet the requirements of high density polyethylene pipe requirements of AASHTO M252 and M294. Smooth interior coat required.

- c. Concrete Pipe and Fittings
 - i. Required for pipe depths exceeding the recommended loading for plastic pipe.
 - ii. 18 inches and under shall be Class 3 reinforced pipe that conforms to ASTM C 76.
 - iii. 21 inches and larger pipe shall be Class 3 reinforced pipe that conforms to ASTM C 76-74
 - iv. All concrete pipe shall have rubber ring joints in accordance with ASTM C443/AASHTO M198 "Joints for Circular Concrete Sewer and Culvert Pipe."
- 2. Corrugated Metal Pipe and fittings.
 - a. Corrugated Metal Pipe and fittings shall be round Aluminized Steel, Type 2 and shall meet the requirements of AASHTO M-274 971. Pipe and fittings shall be from the same manufacturer. Material thickness shall be 0.079 inch (14 gauge).
 - b. Pipe end connections shall be with manufacturer's joint strap/band that provides full 360 degree contact. Band couplers shall have a full annular corrugation at each end to prevent sliding and pulling apart. Joints shall have rubber "O" rings or neoprene strip gaskets providing watertight seal.
 - c. Aluminized Steel Pipe Type 2 by Contech, AK or City approved equal.
- 3. Laterals
 - a. Storm drain laterals shall be a minimum diameter of 4 inches.
 - b. Pipe material shall be PVC SDR 35, ASTM 3034.
 - c. New City owned lateral connections from catch basins are 12 inch minimum. Catch basin lateral connections shall include a manhole at the connection point to the new main.
 - d. New lateral connections less than 12 inches are private connections to existing gravity mains. Contractor may use Inserta Tee fitting or cut in tee that does not require a manhole.
- 4. Appurtenances
 - a. Catch basin
 - i. Shall be precast units manufactured by Advantage Precast, Keizer, OR.
 - ii. Type – Application depends on drainage characteristics. Use a Type 2 catch basin for steeper slopes and a curb drain inlet for areas with less slope.
 - 1) Type 2 Catch Basin Double Grate per standard detail.
 - a. Grate shall fit standard ODOT G2 box.
 - 2) Curb inlet per standard detail.

- b. Manhole Lids and Catch Basin Access ways shall be slotted cover Olympic Foundry H-20 loading, Model MH-26 G, with lettering "SD".

C. Testing - Testing of storm drain facilities shall be through visual inspection, flushing of the line and verification with CCTV. Since there is no formal testing for gravity flow drainage facilities, special attention will be paid to workmanship and adherence of manufacturer installation requirements.

18.20.004 SANITARY SEWER

A. Gravity

1. Polyvinyl Chloride (PVC) Pipe

- a. Small diameter Main (under 15 inches) shall be SDR 35 conforming to ASTM D-3034.
- b. Large Diameter (18 inches and greater) shall be SDR 35, T-1 wall thickness with elastomeric gasket seals conforming to ASTM F-477.
- c. Gasket shall be an integral bell gasketed water tight joint in accordance with ASTM F-1803.
- d. Toning wire is required when pipe is installed with deflecting joints or "roping" pipe and when the pipe cannot be bore sited.

2. Fittings

- a. Flexible couplings for connecting PVC to existing concrete service lateral piping, shall be Fernco Series 1006.
- b. Flexible couplings for connecting PVC to existing asbestos cement service lateral piping, shall be Fernco Series 1051.
- c. Flexible couplings for lateral connections shall be of the appropriate Fernco Series 1006.
- d. Provide wyes for all cleanouts.
- e. End plugs to be installed for service laterals, sanitary sewer main stubs from manholes and wye fittings of cleanouts.

3. Laterals – refer to Standard Detail 4.11.

- a. Existing sewer – Romac Tapping Saddle Style CB, sized for connecting pipe diameter. Stainless steel strap and bolts.
- b. In new installations; service laterals shall only be made through a wye fitting per Standard Detail 4.11.
- c. Service lateral connections to existing systems shall use a standard (4 inch) saddle truss type connector for each residence (IDU), and shall be placed a minimum of 18 inches apart.
- d. In the event a service lateral is to be abandoned, it must be removed and capped (plugged) at its connection point to the main.

- e. Tee-wye shall not be closer than 12 inches to any joint or bell of main line sewer main, which is 12 inches or less in diameter.
- f. Provide ends of all service laterals or fittings with approved watertight end plugs, suitably braced to prevent blow-off during internal air testing.
- g. Provide accurate horizontal and vertical measurements of new sewer service lateral inverts on as-builts.

4. Testing

- a. General. Prior to final inspection the system must be flushed clean which includes manholes. The contractor is responsible for everything necessary to flush the system clean. It is permissible to use City fire hydrants for this purpose. Testing is performed after each section to be tested is (inspected), backfilled and compacted. DEQ requirements must be met. The project engineer is responsible to obtain the correct DEQ documents, perform the test, and submit the completed test results to DEQ. The City must be notified prior to the test and shall be present to witness the tests.
- b. Air Test
 - i. All gravity sanitary sewers including service laterals shall successfully pass a low pressure air test prior to acceptance and shall be free of leakage. Test first section of pipe laid, as hereinafter specified, to establish that the pipe material is capable of preventing infiltration and that the sanitary sewer mains are being installed to insure that infiltration of ground water will not exceed the amount set forth. Section of pipe tested shall be at least 300 feet in length. If test indicates infiltration exceeding amount specified, defective material or workmanship shall be corrected and test will be rerun until leakage is within the amount specified. Manholes shall be tested as specified in 18.20.005.D.1 herein.
 - ii. Place all air testing equipment above ground and allow no one to enter a manhole or trench where a plugged sewer is under pressure. Release all pressure before the plugs are removed. Testing equipment used must include a pressure relief valve designed to relieve pressure in the sewer under test at 10 psi or less and must allow continuous monitoring of test pressures in order to avoid excessive pressure. Use care to avoid the flooding of the air inlet by infiltrated ground water. (Inject the air at the upper plug if possible.) Use only qualified personnel to conduct the test.
 - iii. Contractor to perform air test prior to backfilling.

Table 4.2
DURATION AIR TEST PRESSURE DROP

Pipe Diameter (in.)	Minimum Time (Min: Sec)	Length for Minimum Time (Ft.)	Time for Longer Length (Sec.)
4	2:00	597	0.190 L
6	3:00	398	0.429 L
8	4:00	298	0.760 L
10	5:00	239	1.187 L
12	6:00	199	1.709 L
15	7:00	159	2.671 L
18	8:30	133	3.846 L
21	10:00	114	5.235 L
24	11:30	99	6.837 L
27	13:00	88	8.653 L
30	14:30	80	10.683 L

- c. TV Test required for new subdivisions or pipe extensions exceeding 100 feet. Contractor shall conduct an internal television inspection of all installed mainline sewers and service laterals to the property line, with a movable eye internal camera that permits investigation of each lateral connection to the mainline. Lines shall be evaluated for compliance with Standard Specifications. Contractor shall provide a complete color copy to City for review in electronic video/digital format. Inspection shall be conducted by a City approved, licensed and bonded technical service, which is equipped to make an audio-visual record. A voice accounting of suspected deficiencies shall be made on the sound track. Inspection firm shall provide the City with written record of any problems noted, on a form approved by the City staff, with stationing and any noted concerns for needed corrective action. Video/digital report and written report shall be submitted to the City, and will become property of the City. If defects are noted in the television inspection, repairs shall be conducted to eliminate defects, and lines shall have a new television inspection provided under identical circumstances until all noted deficiencies are corrected. All costs shall be at developer's expense.
 - d. Mandrel Test. The Mandrel Test is conducted by pulling the test device through a completed sewer run from manhole to manhole. If the Mandrel gets caught in the pipe and cannot be pulled from manhole to manhole in a straight pass, then the line will fail the Mandrel Test. This test is required for all sewer main construction. Mandrel shall be the appropriate size for the pipe to be inspected.
5. Workmanship
- a. Minimum slope is 0.5%. Pipe design size shall be for optimum cleaning velocity.
 - b. Pipe to be installed with spigot end in the direction of flow. Take care to properly align the pipe before push on joints are connected.

B. Force Main

1. General

- a. All pipe shall have a 150 psi minimum working pressure.

2. Polyvinyl Chloride Pipe (PVC)

- a. There is no reference to pipe materials less than 4 inches since it is unlikely a City maintained force main would be less than 4 inches. Private force mains shall comply with the UPC.
- b. 4 inches to 12 inches diameter shall be AWWA C-900, DR 18, Class 150 and conforming to the outer diameter of cast iron pipe.
- c. Greater than 12 inches shall be in compliance with AWWA C-905, DR-18, Class 235.

3. HDPE will be considered on a case by case basis and upon approval by the City Engineer.

4. Restraints

- a. Thrust blocks; see detail 4.52.
- b. Mechanical Joint Fittings used with ductile iron and C900 PVC pipe shall conform to ANSI/AWWA C-110/A21.10 and ANSI/AWWA C-111/A21.11, or ANSI/AWWA C-153/A21.53.
- c. Ductile iron fittings are not required to be cement mortar lined for force main sewer applications.
- d. Joint restraints required on vertical and horizontal bends and fittings shall be manufactured of high strength ductile iron ASTM A536, Grade 65-45-12.
 - i. Foster Adapter shall be manufactured by Infact Corporation, epoxy coated with stainless trim or City approved equal.
 - ii. PVC Pipe restrainers shall be EBBA Megalug Series 2000, epoxy coated with stainless trim or City approved equal.
- e. Testing
 - i. Please refer to potable water section for testing requirements.

C. Appurtenances

1. Manhole

- a. Manhole connectors shall be KOR-N-SEAL® as manufactured by NPC Inc., Milford, NH or City approved equal. Install per manufacturers installation instructions.
- b. Provide tees for drop manholes.
- c. Manholes shall be formed as shown in construction details 4.13-4.15.

2. Cleanouts

- a. Sewer service lateral cleanouts shall be located in the right of way adjacent to property line. Refer to detail 4.11 herein.
- b. Lateral cleanouts or main line cleanouts installed in traffic areas shall have a Christy G-5 box with a traffic rated lid stamped sewer and a concrete collar per detail 4.11.
- c. Lateral cleanouts and mainline cleanouts in non traffic areas shall have a Christy F08 box and concrete lide marked sewer, no concrete collar is required.

3. Fittings

- a. All fittings shall be of the same materials as the pipe unless otherwise specified.
- b. Elbows to be installed for cleanouts.
- c. Flex couplings for connecting PVC to existing concrete service lateral piping shall be Fernco Series 1051.
- d. Flex coupling for connecting PVC to existing asbestos cement service lateral piping shall be Fernco Series 1051.

18.20.005 MANHOLE REQUIREMENTS (SEWER AND STORM DRAIN)

A. General

1. Refer to storm drain section 18.20.003, the sanitary sewer section 18.20.004, and details 4.13-4.15 for particular requirements for storm and/or sewer manholes.
2. Where a full section of pipe is laid through a manhole, cut out the top section to the full width of pipe and diameter of manhole. Cover exposed edges of pipe completely with mortar.

B. Design criteria

1. Manholes shall be installed preferably every 400 feet but no greater distance than 500 feet.
2. All manholes shall be concentric type unless approved by the City.
3. Refer to Division 3, "Road and Earthwork" for subgrade information.
4. Manhole diameters shall be in accordance with the following:

Table 4.3 - Manhole Sizes

Pipe Diameter	Manhole Diameter
6" – 18"	48"
21" - 42"	60"
48" – 54"	72"
Greater than 54"	Engineered vault

Manhole Inside Diameter	45° Deflection Maximum Size of Pipe	90° Deflection Maximum Size of Pipe
48 inches	24 inches	18 inches
60 inches	36 inches	27 inches
72 inches	42 inches	30 inches
84 inches	48 inches	36 inches
96 inches	60 inches	42 inches

Minimum diameter of precast manholes for maximum pipe size.
Any alternatives shall be preapproved by the City.

C. Types

1. Poured in place manhole base

- a. Construction of a poured in place manhole base requires formwork. Forms for exposed surface shall be steel, plywood or other approved material. Trench walls, large rock or earth is not an approved form material.
- b. Portland Cement concrete shall conform to ASTM C-94, Type II. Compressive strength for bases shall not be less than 3,000 psi for 28 days. Maximum aggregate size shall be 1½ inch with no more than a 5 inch slump. Poured in place concrete manhole base shall be 8 inch minimum and 12 inch maximum thickness.

2. Precast manhole

- a. Contractor to provide factory submittal verifying that the manhole complies with ASTM C-478.
 - i. Minimum wall thickness is 5 inches. Cones shall have the same thickness and reinforcement as manhole sections.
 - ii. Keylock joints grouted and sealed tight with jointing material described herein.
 - iii. Jointing materials
 - 1) Mortar – shall conform to ASTM C-387 and adhere to the concrete and comprise of one part Portland Cement to two-parts clean Mason's sand passing a 1/8 inch screen.
 - 2) Ram-Nek or Kent-Seal shall be installed at all jointing sections or City approved equal.
 - iv. Grade rings
 - 1) General. Install to the subgrade as indicated in the standard details.
 - 2) Height. New construction of manholes will have a grade ring no greater than 6 inches height. Existing manholes brought to grade shall not have greater than 18 inches of grade rings. If greater than 18 inches, Contractor will replace the barrel.
 - 3) Installation shall be plumb.

b. Frame, Cover and Collar

- i. Set frames in concrete collar with collar being 12 inches wide, rectangular or circular, and a minimum of 6 inch depth. Allow for 2 inch AC lift to grade and tack to manhole cover.
- ii. Traffic rated to H-20 loading.
- iii. The bearing seat shall not rock when checked with a testing jig.
- iv. Manhole frames and covers shall be Olympic Foundry Co., Inc., Part Number MH26S with "S" for sewer and "SD" for storm drain on lid or EJ equivalent.
- v. Manhole paving risers shall be Olympic Co. Inc., Part Number MH26R.

c. Manhole Connector

- i. A flexible manhole connector shall be installed for precast storm and sewer manholes.
- ii. The connector shall be KOR-N-SEAL or City approved equivalent.

d. Manhole Stubouts

- i. Existing stubouts shall be sealed at main line with a "T" cone expandable plug connection by Specialty Products, Inc. or City approved equal.

3. High Density Polyethylene (HDPE) Manholes with a maximum height of 12 feet and an outside diameter of 48 inches may be used in place of precast concrete manholes as approved by the City Engineer and considered on a case by case basis. HDPE manhole shall be white in color on the inside. Must provide engineering calculations showing that HDPE manhole will not float.

D. Testing

1. Vacuum test

- a. General. All manholes shall be vacuum tested that consists of plugging all inlets and outlets and applying a 5 psi or 10 inch Hg vacuum to the manhole. The allowable vacuum pressure loss shall not exceed 1 psi or 2 inches Hg for the time period stated below.

Table 4.4 - Vacuum Test

Depth of Manhole (ft.)	Duration (sec) required for manhole diameters	
	48"	60"
8	20	26
10	25	33
12	30	39
14	35	46
16	40	52
18	45	59
20	50	65
22	55	72

E. Toning Wire and Tape

1. Toning wire shall be No. 12 AWG, solid copper with green colored insulation. Only installed on sewer pressure force mains, clean outs and laterals. Toning wire shall have a continuous connection thru all adjoining sections. Use appropriate connectors as necessary. See 18.20.006.A.3.h.iv.2 for detailed specifications.
2. Underground warning tape shall be 6 inches wide, APWA standard green color, reading "Caution – Sewerline Buried Below."
3. Workmanship
 - a. Wire and tape shall be buried the entire length of trench and placed above pipe per standard trench detail drawing.
 - b. Tape shall be placed over the pipe zone, approximately 12 inches above top of installed pipe and approximately 12 inches below finished grade. Tape shall lay flat and untwisted.
 - c. Wire shall be brought towards the surface of cleanout.

18.20.006 POTABLE WATER

- A. General. All materials must be approved for use in potable water systems. As of January 1, 2014, all brass materials used for potable water supplies must be lead free. Domestic only, buy American required.

1. Pipe

a. Main

i. General

- 1) Fittings and valves shall be handled in a manner to avoid damage to the interior lining.
- 2) All parts used for the project must pass City inspection and shop drawing review before installation.

ii. PVC and Fittings

- 1) Pipe under 4 inch diameter shall be Schedule 80, Type 1, Grade 1, NSF approved, conforming to ASTM D-1785. Joint shall be solvent welded slip type. Solvent cement shall conform to ASTM D 2564.
- 2) Pipe 4 inches to 12 inches diameter shall be AWWA C-900, DR 18, Class 150 and conforming to the outer diameter of cast iron pipe.
- 3) Pipe greater than 12 inches shall be in compliance with AWWA C-905, DR-18, Class 235.
- 4) All fittings shall be mechanical joint conforming to AWWA C-111, cement line ductile iron, unless a fully restrained fitting is required.

iii. Ductile Iron Pipe and Fittings

- i. Ductile iron fittings shall be C153 full body domestic only fittings, cast iron sized.

- ii. Centrifugally cast ductile iron pipe and spools shall be Class 52 conforming to AWWA C-151 and AWWA C-150.
 - iii. Ductile iron shall be cement lined on the inside conforming to AWWA C-104. Outside coating shall be a bituminous coat 1 mil thick, conforming to AWWA C-151.
 - iv. Joints shall be mechanical joint conforming to AWWA C-111. The bell shall be cast integrally and the pipe shall be provided with an exterior flange and socket with annular recesses for the sealing gasket. Provide sealing gasket, follower gland with bolt holes, black iron tee headed bolts, washers and hexagonal nuts.
 - v. Flanged joints shall meet AWWA C-115. The bolt circle and hole spacing shall conform to ANSI B16.1, Class 125.
 - vi. Gasket material for flanged joints shall be commercial neoprene conforming to ASTM D 2000 approved for potable water.
- iv. HDPE only used in special cases as approved by the City Engineer.
- v. Brass pipe pressure class 125 or greater meeting ANSI/ASTM B16.15 for combination air and vacuum release and blow-off valves. Threaded brass fittings to conform to ASTM B687-88.
- b. Service and Lateral Assembly
- i. All parts must be lead free.
 - ii. 1 inch laterals shall be polyethylene (HDPE) pipe pressure class 200, IP sized pipe.
 - iii. 2 inch laterals shall be Schedule 40 PVC pipe.
 - iv. Corporation stops. Corporation stops used with $\frac{3}{4}$ inch and 1 inch tap shall be Ford Meter Box Company, Type FB1101-3 or Type FB1101-4. Stop shall be furnished with iron pipe thread inlet and PE pack joint outlet, IPS.
 - v. Gate valves are used for 2 inch services and greater as specified in the gate valve section herein. Ends shall be IP threaded.
 - vi. Angle meter stop
 - i. Angle meter stops used with 1 inch polyethylene pipe shall be Catalog No. BA63-332W and BA63-444W respectively, as manufactured by Ford Meter Box Company.
 - ii. Angle meter stops that use 2 inch PVC pipe shall be catalogue nos. BFA 13-666W and BFA13-777W, respectively, as manufactured by Ford Meter Box Company. Reinforced rubber gaskets required. Furnish angle meter stops with male iron pipe thread by iron pipe PVC pack joint coupling.

vii. Meter box

- i. Service boxes for $\frac{3}{4}$ inch and 1 inch service meters shall be Armorcast Dual RPM water meter boxes.
 - ii. Double meter installation in one service box shall be Armorcast Dual RPM water meter boxes. If double service box is utilized, installation shall use a bronze manifold for meters part #UVB63-42W.
 - iii. Meter boxes for $1\frac{1}{2}$ inch and 2 inch meter services shall be Armorcast Dual RPM water meter boxes.
 - iv. Meter box installation shall be flush with existing ground, and aligned straight with property line or sidewalk surface features.
- viii. See Appurtenances Section herein for service connection tapping saddle requirements.

2. Fittings

- a. All fittings to be ductile iron fittings cast iron sized. Fittings shall be cement mortar lined, 250 psi working pressure. Cement mortar lining must not be damaged or compromised.
- b. Compression fitting to be installed for 1 inch water services with IP connector.
- c. Mechanical Joint Fittings used with ductile iron and C900 PVC pipe shall conform to C153 full body domestic only fittings.
- d. Joint restraints required on vertical and horizontal bends and fittings shall be manufactured of high strength ductile iron ASTM A536, Grade 65-45-12 and shall be fusion epoxy coated and have stainless trim.
 - i. Foster Adapter shall be manufactured by Infact Corporation.
 - ii. PVC Pipe restrainers shall be EBBA Megalug Series 2000 or Romagrip restraint manufactured by Romac Industries.

e. Couplings

- i. Contractor to verify pipe outside diameter for proper coupling size.
- ii. Cast coupling and cast reducing couplings. Transition and straight couplings shall have ductile iron sleeve and end rings and resilient gaskets. Furnish with corrosion resistant, high strength, stainless steel SS 316 bolts and nuts. Supply coupling and assembly with fusion – bonded epoxy coating and lining.
- iii. Couplings shall be HiMax epoxy coated with stainless trim ductile iron transition coupling, Romac Macro ductile iron coupling.
- iv. End Caps. Shall be C153 end caps only. Supply with fusion bonded epoxy coating and lining. All end caps shall have a blow-off assembly as shown in Detail 4.35.

3. Appurtenance

a. Fire hydrant

- i. The fire hydrant riser flange must be located at no more than 6 inches above grade and no less than flush with final grade.
- ii. Location of fire hydrants shall be as directed in the BMC Title 17 "Land Development Code" and under the direction of the Fire Chief.
- iii. Hydrants shall be Waterous "Pacer." No other hydrants will be considered.
- iv. Hydrants shall be AWWA C502 Compression type, 250 psi working pressure, dry barrel with main valve to remain closed if barrel should be accidentally broken. Length of barrel shall be field determined but must maintain a minimum of 3 feet of bury over the top of pipe and hydrant shall be installed to finish grade, with base flange 6 inches above adjacent ground. Riser extensions will be permitted if needed to maintain these conditions.
- v. Hydrants shall have "O" ring seals, rugged main valve, positive drain valve, bronze weather cap, and non-kinking chains. Hydrants shall have bronze to bronze seat retainers and bronze cap nuts. Entire valve mechanism, including drain valves, must be easily removed without digging. Hydrant shall be capable of 360 degree rotation on stem. Operating nut shall be 1½ inch pentagon, National Standard, counter-clockwise opening.
- vi. Each hydrant shall be equipped with two, 2½ inch hose nozzles and one, 4½ inch threaded pumper nozzle all with National Standard threads. Size of hydrant valve opening shall be 5¼ inch. Hydrant inlet shall be mechanical joint.
- vii. Fire Hydrants shall be backed by manufacturer's five year warranty on materials and workmanship. Hydrants shall meet or exceed AWWA C502. Color shall be painted with Krylon Industrial Rust Tough color equipment yellow, #R0481.
- viii. Barrel extensions shall be manufactured by the hydrant manufacturer.
- ix. Hydrant and assembly shall be installed plumb and level.

b. Valve

- i. Valve extensions are required when the turning is greater than three feet below grade.
- ii. Gate valves are required every 400 feet, on all legs of tees and crosses, fire hydrant runs and on 2 inch water services.
 - i. Gate valves shall conform to AWWA C509 resilient wedge gate valves. All internal parts shall be accessible without removing the body from the line. The wedge shall be cast iron encapsulated in resilient material in accordance with ASTM D 429. Non-rising stem

shall be cast bronze and be manufactured to open when the stem is rotated counterclockwise. Furnish with a 2 inch square operating nut. Valve shall be 200 psi working pressure and factory hydrostatically tested at 400 psi. The stuffing box shall have two "O-Ring" seals above the thrust collar. Bonnet bolts must be tightened before installation. Valve trim shall be 316 SS.

- ii. Special note should be taken of the end configuration of valves as indicated on the drawings for various installation conditions. Flanged and mechanical joints on valves shall conform to pipe materials specifications. Gate valves used with combination air and vacuum release and blow-off valves shall be furnished with iron pipe threads.
 - iii. Coating shall be fusion bonded epoxy for the body and bonnet. Interior and exterior coating per AWWA C550.
 - iv. Pressure zone valves shall be supplied with a five-sided nut.
 - v. All valves shall be inspected for shelf life. If the shelf life exceeds two years, the valve condition may warrant rejection and the City may require testing certification that it is still in compliance with AWWA standards.
- iii. Butterfly valve. Install for buried service, 14 inch pipe main size and larger.
- 1) Butterfly valves shall conform in all respects to the physical and performance requirements of AWWA C504, short body type having operators suitable for direct burial. Furnish Class 150B valves unless otherwise indicated. Furnish valves having two inch square operating nuts which shall rotate counter clockwise to open. All valves shall be 150 psi working pressure, 300 psi test pressure and be furnished with a continuous rubber seat bonded to the body.
- iv. Backflow
- 1) A Reduced Pressure Principle Backflow Prevention Assembly (RP) or Reduced Pressure Principle-Detector Backflow Prevention Assembly (RPDA): OAR 333-061-0071.
 - a) Shall conform to bottom and side clearances when the assembly is installed inside a building. Access doors may be provided on the top or sides of an above ground vault.
 - b) Shall always be installed horizontally, never vertically, unless they are specifically approved for vertical installation.
 - c) Shall always be installed above the 100 year (1 Percent) flood level unless approved by the appropriate local administrative authority having jurisdiction.
 - d) Shall never have extended or plugged relief valves.
 - e) Shall be protected from freezing when necessary.

- f) Shall be provided with an approved air gap drain.
 - g) Shall not be installed in an enclosed vault or box unless a bore-sighted drain to daylight is provided.
 - h) May be installed with reduced clearances if the pipes are two inches in diameter or smaller, are accessible for testing and repairing and approved by the appropriate local administrative authority having jurisdiction.
 - i) Shall not be installed at a height greater than five feet unless there is a permanently installed platform meeting Oregon Occupational Safety and Health Administration (OR-OSHA) standards to facilitate servicing the assembly; and
 - j) Be used to protect against a non-health hazard or health hazard for back siphonage or backpressure conditions.
- 2) A Double Check Valve Backflow Prevention Assembly (DC) or Double Check Detector Backflow Prevention Assembly (DCDA) OAR 333-061-0071.
- a) Shall conform to bottom and side clearances when the assembly is installed inside a building.
 - b) May be installed vertically as well as horizontally provided the assembly is specifically listed for that orientation in the Authority's approved Backflow Prevention Assembly list.
 - c) May be installed below grade in a vault, provided that water-tight fitted plugs or caps are installed in the test cocks, and the assembly shall not be subject to continuous immersion.
 - d) Shall not be installed at a height greater than five feet unless there is a permanently installed platform meeting Oregon Occupational Safety and Health Administration (OR OSHA) standards to facilitate servicing the assembly.
 - e) May be installed with reduced clearances if the pipes are two inches in diameter or smaller, provided that they are accessible for testing and repairing, and approved by the appropriate local administrative authority having jurisdiction.
 - f) Shall have adequate drainage provided except that the drain shall not be directly connected to a sanitary or storm water drain. Installers shall check with the water supplier and appropriate local administrative authority having jurisdiction for additional requirements.
 - g) Shall be protected from freezing when necessary; and
 - h) Be used to protect against non-health hazards under back siphonage and backpressure conditions.

v. Air Release/Relief Valves

- 1) Combination Air Vacuum/Air Release shall be full body, fusion epoxy both internal and external with stainless steel 316 trim and accessories.
- 2) Valve shall have cast iron body, covers and baffle and stainless steel float, designed for normal usage of 150 psi. All other trim shall be stainless steel with the exception of Buna-N seat and adjustable Viton Orifice.
- 3) One 2 inch gate valve, IP x IP, installed at service connection and as specified shall allow removal and reconditioning of combination air/vacuum relief valve. Connections to water main shall be made through the use of specified service saddle.
- 4) Canister color green, 18" x 30" enclosure manufactured by Pipeline Products Part #VCAS-1830.

vi. Valve box

- 1) Refer to standard detail 4.31.
- 2) Valve box shall be traffic rated when in roadway or driveway.
- 3) Shaft shall have 7 inch inside diameter. Cover shall be "lift pocket" type and lettered "WATER."
- 4) Boxes shall be Christy G5.

c. Blow off Assembly

- i. Blow-off valves shall be constructed per standard details, with one 2 inch gate valve, as specified, installed for manual operation.
- ii. Miscellaneous piping shall be lead free brass or PVC as specified in the standard detail.
- iii. Connection to water main shall be made through use of specified service saddle or end cap.

d. Service Saddles (used for service connections)

i. PVC Pipe (AWWA C900)

- 1) Saddles with $\frac{3}{4}$ inch to 2 inch taps on 4 inch to 12 inch C900 PVC pipe shall be solid brass, with "O" ring gasket and silicon bronze screw. Supply with IP taps with single outside diameter to fit pipe size.
- 2) Saddle shall be Ford S-91 style or Mueller equivalent.

ii. Transite (Asbestos Cement) and Ductile Iron Pipe

- 1) Saddles with 1 inch taps on ductile iron pipe shall be stainless steel double strap with stainless alloy nuts. Supply with IP threads.
- 2) Saddle shall be Romac 202 N.

- e. Tapping sleeve (used for fire service, leak repair and fire hydrant connections not requiring a cut in tee)
 - i. Shall be CLOW F-5205, Mueller H-615 or equal for non PVC mains. A stainless steel JMC industries model JCM432 or Romac Industries model SST III is required for tapping PVC C-900.
 - f. Foster adaptors are recommended for mechanical joint connections at tees and valves.
 - g. Pipe Supports per detail 4.54. Hot dipped galvanized adjustable supports by Pipeline Products or City approved equal.
 - h. Toning Wire and Tape
 - i. Toning wire shall be No. 12 AWG, solid copper with blue colored insulation.
 - ii. Underground warning tape shall be 6 inches wide, APWA Standards, blue color, reading "CAUTION – WATERLINE BURIED BELOW".
 - iii. Install toning wire on all water main and service installations.
 - iv. Workmanship
 - 1) Wire and tape shall be buried the entire length of trench and placed above pipe per standard trench detail drawing, approximately 6 inches above top of installed pipe. Lay flat and untwisted.
 - 2) Wire shall be brought to the surface and connected at each valve box frame/lid. Distance between tracer lead access locations shall not be more than 1,000 feet. Joints or splices in wire shall be waterproof. If greater than 1,000 feet, a toning wire box is required per Detail 4.51.
 - 3) Wire shall be laid above each water service lateral and brought to the surface at each service meter.
4. Water Main Shutdowns
- a. Procedure: Contractor shall provide four (4) working days notice for scheduled water main shutdowns so that the City can provide customers with 48 hours notice prior to service interruption. City will notify all effected properties in the time frame and prior to shut down.
 - i. Prior to City shutting down and draining the water main, Contractor shall:
 - 1) Pothole as necessary to determine depths, utility conflicts and ODs.
 - 2) Must demonstrate to the City that all parts are on hands and adequate staffing is available for the tie in prior to shut down.
 - b. Penalty: If Contractor fails to comply with shut down as scheduled, the Contractor will be liable for all expenses incurred in time and materials for City staff to repeat the shut down. This will include staff time and water loss.

5. Abandonment of facilities

- a. Valve abandonment - Contractor to abandon existing valves in place by;
 - i. Close the valve.
 - ii. Installing a blind flange if the valve flange is exposed.
 - iii. Fill valve can with concrete, remove top lift of can from finish grade
- b. Pipe – Cement plug all pipe 6 inch or less. Slurry fill all larger diameter pipe and/or any pipe susceptible to failure. Abandon water mains at the connection.

6. Testing

- a. Disinfection
 - i. Prior to connecting new water mains and appurtenances to the active water system (including installation of valve clusters, fire hydrants, and service saddles/corporation stops), disinfection shall be completed to the satisfaction of the City in compliance with Oregon Health Authority OAR Chapter 333-61-050, including passing the bacteriological test. The contractor shall tie into the water system as soon as reasonably possible, but not more than 72 hours after the bacteriological test has been passed.
 - ii. The contractor shall use the Continuous–Feed Method for disinfecting water mains. This section references AWWA C651–86.
 - iii. The contractor shall use liquid chlorine or sodium hypochlorite or calcium hypochlorite in the disinfection operations.
 - 1) Liquid chlorine contains 100% available chlorine and is packaged in steel containers usually of 100 pound, 150 pound or 1 ton net chlorine weight. Liquid chlorine shall be used only (1) in combination with appropriate gas flow chlorinators and ejectors to provide a controlled high concentration solution feed to the water to be chlorinated; (2) under the direct supervision of a person who is familiar with the physiological, chemical, and physical properties of liquid chlorine, and who is trained and equipped to handle any emergency that may arise; and (3) when appropriate safety practices are observed to protect working personnel and the public.
 - 2) Sodium hypochlorite or calcium hypochlorite is available in liquid form in glass, rubber–lined, or plastic containers typically ranging in size from 1 quart to 5 gallons; containers of 30 gallons or larger sizes may be available in some areas. Sodium Hypochlorite contains approximately 5% to 15% available chlorine, but care must be used in control of conditions and length of storage to minimize its deterioration.

- iv. Water from the existing distribution system shall be made to flow at a constant, measured rate (measured by City water meter) into the newly laid water main.
- v. At a point not more than 10 feet downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will have not less than 25 mg/L free chlorine. To assure that this concentration is provided, the contractor shall use Table 4.5, which gives the amount of chlorine required for each 100 feet of pipe of various diameters. Solutions of 1% chlorine may be prepared with sodium hypochlorite or calcium hypochlorite. The latter solution requires one pound of calcium hypochlorite in 8 gallons of water.

TABLE 4.5
Chlorine Required to Produce 25–mg/L Concentration
in 100 feet of Pipe (by diameter)

Pipe Diameter (inches)	100% Chlorine (pounds)	1% Chlorine Solution (gallons)
4	0.013	0.16
6	0.030	0.36
8	0.054	0.65
10	0.085	1.02
12	0.120	1.44
16	0.217	2.60

- b. During the application of chlorine, no part of the main being tested shall be connected to existing valves. Chlorine application shall not cease until the entire main is filled with heavily chlorinated water. The chlorinated water shall be retained in the main for at least 24 hours, during which time all valves and hydrants in the treated section shall be operated to ensure disinfection of the appurtenances.

At the end of this 24 hour period, the treated water in all portions of the main shall have a residual of not less than 10 mg/L free chlorine.

Direct feed chlorinators, which operate solely from gas pressure in the chlorine cylinder, shall not be used for application of liquid chlorine. The preferred equipment for applying liquid chlorine is a solution feed, vacuum operated chlorinator and a booster pump. The vacuum operated chlorinator mixes the chlorine in solution water; the booster pump injects the chlorine solution into the main to be disinfected. Sodium Hypochlorite solutions may be applied to the water main with a gasoline or electrically powered chemical feed pump designed for feeding chlorine solutions.

When the 24 hour contact time has elapsed, the main shall be flushed until the chlorine, as measured by a comparator in the discharge of the pipe, is 1.5 PPM or less. Adequate precaution shall be taken during flushing of the main to preclude property damage or saturation of the surrounding material. Heavily chlorinated water shall be dechlorinated and defused when flushed after disinfection of main lines. Heavily chlorinated water

may be discharged into sanitary sewer system in certain situations per City approval.

Upon completion of flushing, a sample of the discharge shall be collected in a bacteriological test bottle for testing by the City. The contractor shall comply with the County Health Department requirements for conducting the test. Bacteriological test shall be performed by an Oregon certified testing facility. The City, upon notification by the contractor, shall arrange for the taking of the sample and shall notify the contractor of the results as soon as they are available. After 24 hours a second sample of the discharge shall be collected in a bacteriological test bottle for testing by the City.

If the test fails (results are positive), the main must be disinfected, flushed, and sampled again. Such operations must be repeated until results are negative.

Full compensation for disinfection shall be considered as incidental to the project and no separate payment shall be made. All costs related to disinfection shall be included in the various other applicable items of work.

7. Potable Water Main and Sewer Force Main Testing

a. General

- i. Pressure Testing Pipeline shall take place after water main disinfection and bacteriological testing, and shall be conducted per these specifications.
- ii. Full compensation for pressure testing the pipeline shall be considered as incidental to the project and no separate payment shall be made. All costs related to pressure testing the pipeline shall be included in the various other applicable items of work.

b. Procedure

- i. The water pressure test, or leakage test, shall establish that the section of line to be tested, including all joints, fittings and other appurtenances, will not leak within the limits of the applicable leakage allowance.
- ii. The contractor shall provide all necessary apparatus for testing. A double check valve assembly meeting the requirements of the Oregon Health Authority shall be used at all times. All necessary taps on the main for testing purposes shall be provided and installed by the contractor at locations designated by the City.
- iii. All service saddles, corporation stops, fire hydrants, fire lines, blow-offs, air vacuum valves and appurtenances are to be installed on the main pipeline prior to testing. Tie-ins shall be observed by the City at operating pressure prior to backfill
- iv. The contractor shall apply a pressure of 50 percent above normal operating pressure for all tests. This pressure shall be maintained as constant as possible throughout the period of test. All additional water pumped in during the testing period shall be measured and recorded.

The contractor shall provide and use an air relief valve so air trapped in the line during test will not affect test results.

- v. After test pressure is reached, contractor shall use a calibrated water container and record the quantity of water installed to maintain the test pressure. Compare with the following equation results or for longer pipelines, or if the same parameters, compare with the following leakage chart.
- vi. The test duration shall be two hours, and the allowable leakage shall be determined by the following formula:

$$L = \frac{ND\sqrt{P}}{7400}$$

where:

L = allowable leakage (gallons per hour)

N = number of joints in the length of pipeline tested

D = nominal diameter of the pipe (inches)

P = average test pressure during the test (pounds per square inch gauge)

Leakage values determined by the above formula are shown in the following table:

Table 4.6 Leakage Allowable
(Gallons per 1,000 feet per hour; 1,000 feet = 50 joints)

Pipe Size (Inches)	Test Pressure (psi)				
	50	100	150	200	250
4	0.19	0.37	0.33	0.38	0.43
6	0.29	0.41	0.50	0.57	0.64
8	0.38	0.54	0.66	0.76	0.85
10	0.48	0.68	0.83	0.96	1.07
12	0.57	0.81	0.99	1.15	1.28

Should the test of the pipe installed disclose leakage in excess of the specified allowable, the contractor shall, at the contractor's expense, locate and repair the defective joints until the leakage is within the specified allowance.

8. PIG flush

- a. "Pigging" is required for all water mains 6 inch diameter and greater. Pigging is to be accomplished prior to hydrostatic testing and disinfection. Material for "pigs" shall be polyurethane foam as manufactured by Knapp Polly Pig, Inc. If other than commercial pigs are used, the size and shape of pigs shall be determined by City.
- b. A minimum of three (3) pigs shall be flushed through the waterline. The contractor has the option of running all three (3) pigs at the same time or running the pigs one at a time. If all three (3) pigs are run at the same time, the pigs shall be identified individually.
- c. Contractor shall provide erosion control as required to prevent damage to existing vegetation/ground.

- d. Contractor shall be responsible for flushing "pigs" through waterlines and retrieving "pigs" after operation. If one or more pigs fails to run complete length of waterline, contractor shall be responsible for retrieving pigs and repeating the pigging operation.
- e. If after pigging and disinfection, the bacteriological test fails, the contractor shall re-pig the waterline.
- f. The contractor shall notify the City a minimum of 24 hours prior to pigging the waterlines and review erosion control methods for City's approval. City can require waterlines to be "re-pigged" if excessive foreign material is encountered during 'pigging'.
- g. The contractor will be required to temporarily remove and replace the necessary pipe and fittings as required to place and remove "pigs" for flushing.
- h. All waterlines that are not "pigged" shall be flushed through an opening at least 6 inches in diameter.
- i. The contractor shall provide all fittings and pipe necessary to perform the flushing.
- j. The contractor may use water provided by the City to perform the pigging and flushing.
- k. The contractor shall provide erosion protection where necessary.

END OF DIVISION

Chapter 18.25

Division 5

Site Work

18.25.001 DEFINITIONS

A. This section contains specification information on right of way improvements, usually above ground or related to surface features and site specific standards.

18.25.002 FORMWORK

A. General

1. Formwork described herein includes falsework and is temporary or permanent molds into which concrete is poured.
2. Shall conform to ACI-347 "Standards Recommended Practice for Concrete Formwork" current edition.

B. Materials

1. Plywood shall be APA approved as required to support concrete at rate of placement.
2. Steel forms may be used.
3. All wood used shall be suitable for construction, free of major defects and warps.
4. Manufacturers' assemblies may be used as forms provided that maximum loadings and deflections used on jacks, brackets, columns, joists and other manufacturer's devices do not exceed the manufacturer's recommendations.
5. Include all items and devices necessary for the proper placement, spacing, supporting and reinforcing of steel in place, for City approval.

6. Form Ties

- a. Bolts, rods or other approved devices shall be used for internal form ties and shall be of sufficient quantities to prevent spreading of the forms.
- b. Ties shall be placed 1 inch away from the top finished surface of the concrete.
- c. The use of ties consisting of twisted wire loops will not be permitted.
- d. Bolts and rods that are to be completely withdrawn shall be coated with grease.
- e. The application of reinforcing ties shall be as recommended by the manufacturer for conditions of installation.

C. Workmanship

1. Shall resist spreading, shifting, settling and deflection no greater than 1/8 inch between supports after concrete placement. Forms to be tight and well braced.

2. Site shall be secured to protect the public from injury.
3. Do not remove formwork until concrete has hardened and attained sufficient strength to permit safe removal and adequate support of inherent and imposed loads. Protect from vandalism.

18.25.003 REINFORCED STEEL

A. Submittals

1. Shop drawings to include; bending and placing diagrams by supplier and in accordance with ACI publication 315-65, product description and coating, sample, certificates of compliance and Mill Test results.

B. Product Delivery, Storage and Handling

1. Store in manner as to prevent excessive rusting and fouling with grease, dirt, or other bond weakening coatings.

C. Materials

1. Reinforcing bars shall be clean billet steel, ASTM A615, Grade 60. Reinforcing steel shall be cleaned of mill dust, dried concrete, or other coatings that may reduce bond. When concrete placement is delayed, reinforcement shall be cleaned or replaced.
2. Tie wires shall be ASTM A-82-66.
3. Welded wire fabric shall be ASTM A-185-72.

D. Workmanship

1. Shop fabricate and cold-bend as detailed on reviewed shop drawings.
2. Conform to requirements as ACI 316-65 and ACI 301-66 Section 504, or current edition, where specific details are not shown on drawings or specifications.
3. Ensure placement will permit concrete protection in conformance with ACI 318-63, Section 308, or current edition, or to extent shown.
4. Support and fasten bars securely with concrete blocks, spacers, chairs or ties. Wire-tie bar intersections, secure bars at intervals not exceeding 80 x diameter of bar for horizontal bars and 192 x diameter of bar for vertical bars.
5. Rebar to be installed to avoid conflicts with conduits.
6. Splices and laps in conformance with ACI 318-63, Section 805 or current edition.
7. Safety- secure plastic caps on ends of exposed rebar. Contractor shall adhere to OSHA requirements for impalement protection.

E. City testing and inspection in accordance with current building code.

18.25.004 CAST IN PLACE CONCRETE

A. General

1. Contractor must receive prior approval from the City for the concrete mix design.
2. Truck mix and ready mix shall exceed ASTM C387, 4,000 psi at 28 days and shall be a high strength concrete mix.
3. Concrete shall have a 5 inch maximum slump when tested in accordance with ASTM C 143.
4. Cement shall be 5½ sacks per cubic yard of concrete, as a guideline.
5. Admixtures or accelerators will be considered on a case by case basis.

B. Workmanship

1. The concrete shall be placed in a maximum elapsed time of 1½ hours after the mixing water and cement has entered the drum until completion of discharge.
2. Use of ready mix concrete shall not be in progress or continued when a descending air temperature in the shade and away from artificial heat falls below 40 degrees Fahrenheit.
3. Provide a smooth finish. Protect concrete from damage during the first seven day curing time.
4. Compaction. The contractor shall compact the concrete by means of vibration. The contractor shall operate the equipment in such a manner that a satisfactory compaction of the concrete is produced. Finished surface to be within 1/8 inch tolerance of planned grade.

C. Sidewalks – Refer to Standard Detail 5.13

1. Subgrade – please refer to Division 3, 18.15.002 herein.
2. Mix shall be as stated in 18.25.004 herein.
3. Thickness – 4-inches.
4. Control Joints – as specified in Standard Detail 5.13.
5. Workmanship
 - a. Broom finish, smooth even surface with 2% cross fall. Defects may require replacement of panel.
 - b. As specified in 18.25.004 herein.
 - c. Contraction joints shall be installed every 5 feet and aligned with adjacent curb contraction joints.

D. Curb and Gutter – Standard Detail 5.10.

1. Curb and gutter section must be integrally placed as a monolithic unit.

2. Curb and gutter shall have contraction joints in 15 foot intervals. Align contraction joints with adjacent sidewalk contraction joints where possible. Install per Subsection F and Standard Details herein.

E. Driveway Approach

1. Subgrade - please refer to Division 3, 18.15.002 herein.
2. Mix shall be as stated in 18.25.004 herein.
3. Thickness – 6 inches.
4. Contraction joints - as specified in Standard Detail 5.13 and Subsection F herein.

F. Control joints

1. Install as shown on Standard Detail 5.13.
2. Expansion joints
 - a. Install expansion joint material where new sidewalk is poured adjacent to existing sidewalks.
 - b. Bring joint material to within ½ inch of top surface, fill remainder of joint material with standard sealing compound.
 - c. Expansion joint material shall be ½-inch thick preformed asphalt fiberboard conforming to ASTM D 994.
 - d. Install at interface of new and old curb.
3. Contraction joints
 - a. May be jig sawed or hand formed “bull nose” with round over tool deeper than parting tool to a joint depth to be a minimum of one-third the total depth of the section.
 - b. Install where sidewalks abut vertical surfaces. In sidewalks, contraction joints shall be installed at right angles.
 - c. Install at interface of straight curb and short radius section and both sides of driveway cut.
 - d. Install along curb and gutter at 15 foot intervals not to exceed 45 feet.
 - e. Align sidewalk joints at 5 foot intervals with curb and gutter joints at 15 foot intervals.

18.25.005 SIGNPOSTS

- A. General - This item shall consist of the furnishing, fabricating, galvanizing and erecting of signposts in conformity with the lines, grades, dimensions and locations as directed or provided by the City of Brookings.

B. Materials

1. Posts shall be steel 2 inch x 2 inch square fit or Telespar posts (holes 4 sides) zinc-coated as manufactured by Traffic Safety Supply or approved equal.
2. Anchor section shall be 2¼ inch x 2¼ inch x 3 foot.
3. Base section of post consists of 2½ inch x 2½ inch x 18 inch long base sleeve.
4. All posts to be set in a minimum 3,000 psi concrete mix as shown in Standard Detail 5.20.

C. Workmanship

1. Posts shall be installed in accordance with the double 12-gauge installation that utilizes a two-piece breakaway anchor.
2. Posts shall be set in cylindrical foundations. For concrete foundation's hole shall be excavated for the bury depth of the post: not less than 12 inches in diameter.
3. Sign posts shall be erected plumb.

18.25.006 STREET SIGNS

A. General – All new signage must meet the minimum retroreflectivity requirements as identified by the MUTCD.

B. Retroreflectivity Requirements Summary

1. White copy on overhead guide signs must be made from prismatic sheeting.
2. White copy on ground mounted street name signs cannot be made from Type I sheeting.
3. Warning signs (black on yellow or orange) cannot be made from Type I sheeting.
4. Regulatory signs (black on white) must retain a minimum retroreflectivity level of $\geq 50 \text{ cd/lx/m}^2$ (while use of Type I sheeting—with an initial retroreflectivity value of 70 cd/lx/m^2 —is allowed, sign life will be short and may result in poor life cycle value).
5. Stop signs (white on red) have a minimum contrast ratio of $\geq 3:1$ (white reflectivity \div red reflectivity).

18.25.007 STREET LIGHTS

A. General – Street lights shall be provided for all developments within the City.

B. Location

1. New Streets – As part of a new street development, street lighting shall be installed at intersections and at a maximum distance of 220 feet apart with the following exceptions:

- a. A cul-de-sac where the terminus is less than 150 feet from the nearest lighted intersection; otherwise, a street light shall be installed at the end of the cul-de-sac.
 - b. For streets serving industrial areas, there shall be a minimum of one (1) street light at each intersection.
 2. Existing Streets – Developments having 200 feet or more of frontage on an existing street shall install a minimum of one (1) street light for the first 200 feet, plus one (1) street light per 220 feet of additional frontage. A development with less than 200 feet of frontage on an existing street shall enter into a deferred improvement agreement for future street light installation.
 3. As determined by Site Plan Committee or traffic engineering designee to prevent a hazardous driving condition.
 4. Alternative Standards - Residential homeowner's associations may propose alternative lighting standards under the following conditions; the proposed lighting configuration and specifications are stamped by a registered civil engineer, and the homeowners association shall take full responsibility for maintenance and powering of the street lights through recordation of covenants, codes and restrictions (CC&Rs). The City Attorney shall review and approve the CC&Rs. The homeowners association must be formed in accordance with Oregon law and shall hold the City harmless from damage claims arising from negligence on the part of the homeowners association in regards to luminance, maintenance and supplying power.
- C. Types
1. Chetco Avenue and Downtown Decorative Light, 14 foot pole. Color F283 green finish distributed by Platt, Beaverton, OR.
 2. "Tear Drop" Decorative Lights, 30 foot pole. Light fixture by Phillips Lumec.
 3. Standard Luminare Light, 30 foot pole. Manufactured by Shakespeare, part #BH-30-16-N5-BG-20 (pole and base), #OPAR-6-BZ (arm), #OPHW-1-BZ (hardware) and per Standard Detail 5.30 herein.
- D. Service – Nearest facility carrying 120 volts secondary and controlled by individual photoelectric control devices. All services shall be underground.

18.25.008 TREE TRIMMING AND REMOVAL

A. General. Any tree trimming work that involves the public right of way, including staging, shall be required to obtain a Public Works permit and shall comply with all general conditions contained herein.

18.25.009 RESERVED

18.25.010 RESERVOIR AND PUMP STATION FACILITIES

A. Paint and Colors

1. Roof is weathered wood.
2. Forest Green for Reservoirs and Pump Stations.

18.25.011 PARKS AND RECREATION FACILITIES - RESERVED

END OF DIVISION

Standard Construction Details Table of Contents

Section

3.0 Road and Earthwork

- 3.10 Trench detail
- 3.15 ADA Single Parking Spacing
- 3.16 ADA Double Parking Space

4.0 Utilities

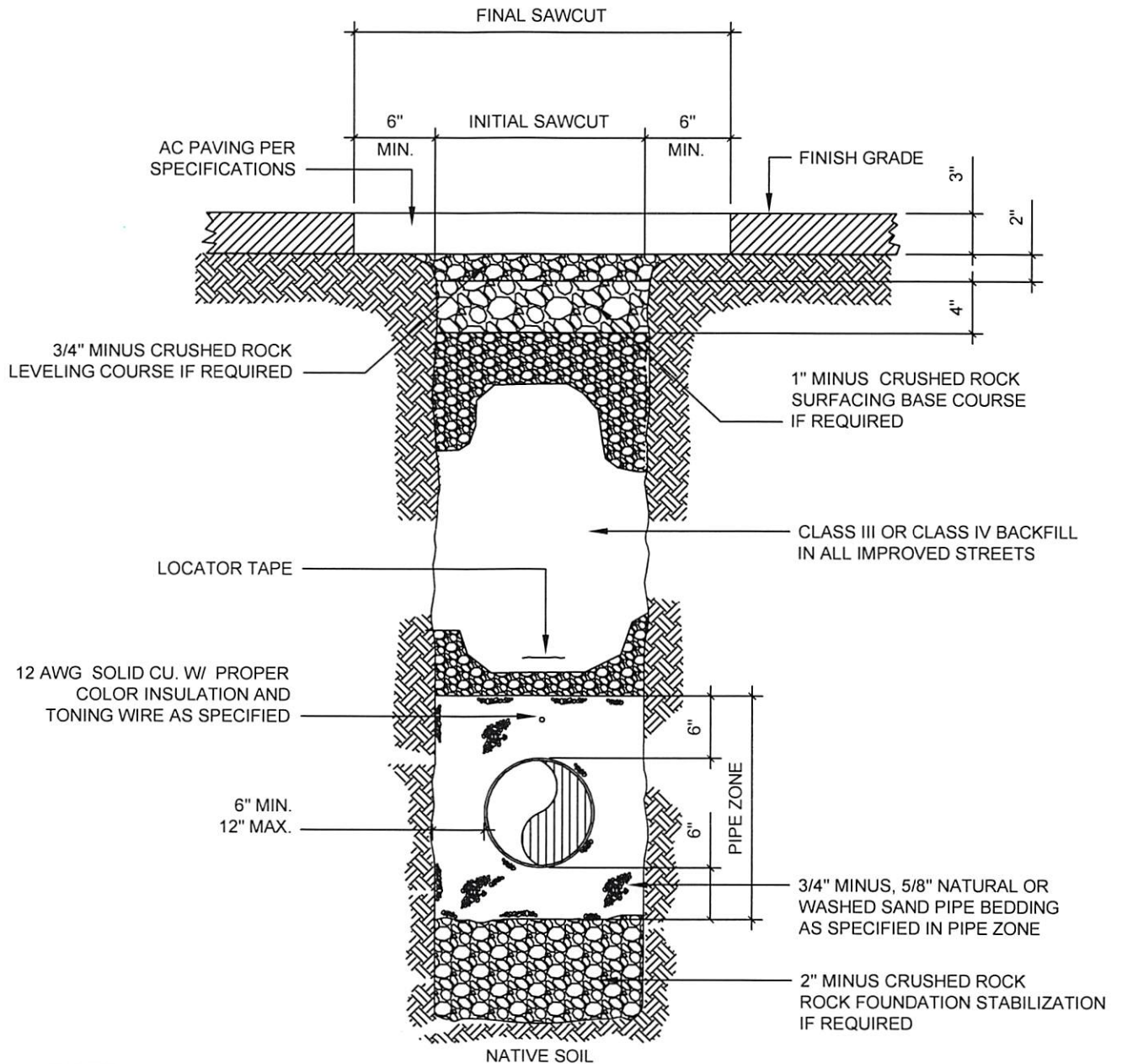
- 4.10 Sewer Details
 - 4.11 Sewer Service lateral
 - 4.12 Mainline cleanout
 - 4.13 Standard Manhole
 - 4.14 Outer Drop Manhole
 - 4.15 Inner Drop Manhole
 - 4.16 Sanitary Separation Requirements for Sewer Installation
- 4.20 Storm Drain Details
 - 4.21 Ditch Inlet
 - 4.22 Curb Drain Inlet
 - 4.23 Catch Basin
- 4.30 Potable Water Details
 - 4.31 Typical Valve and Box
 - 4.32 Meter Manifold
 - 4.33 1" & 2" Water Service
 - 4.33a 2" Manifold for up to 4-5/8" meters
 - 4.34 2" Blow-off Assembly on main line
 - 4.35 Standard Blow-off Assembly on end cap
 - 4.36 2" Combination Air and Vacuum Relief
 - 4.37 Fire Hydrant Assembly
 - 4.38 Tapping Sleeve and Valve for 4"-12" Connections
 - 4.39 Water Main Connections at Intersections
 - 4.40 Cut in Tee and Valve
 - 4.41 RP or DC Standard backflow Assembly Above Ground
 - 4.42 RP or DC Standard Backflow Assembly Below Ground
 - 4.43 RP or DC Standard Backflow Assembly Restricted Space

- 4.44 Fire Service Backflow Assembly
- 4.45 Not Used
- 4.46 Water Sampling Station
- 4.47 Sanitary Separation for Water Installations
- 4.50 Accessories
 - 4.51 Toning/Locating Wire Box
 - 4.52 Thrust Blocking
 - 4.53 Pipe penetration
 - 4.54 Pipe Support

5.0 Sitework

- 5.10 Standard Curb and Gutter
- 5.11 Rolled Curb
- 5.12 Driveway Curb Cut
- 5.13 Curb and Sidewalk Plan
- 5.14 Typical Street Section
- 5.15 Sidewalk Barricade
- 5.16 Guard Rail Barrier
- 5.17 Sidewalk Access Ramps
- 5.18 Guard Post
- 5.19 Not used
- 5.20 Sign Post Installation
- 5.21 - 5.24 Not Used
- 5.25 Fire Access Turn Around
- 5.26 - 5.29 Not Used
- 5.30 Standard Street Light
- 5.31 Downtown Decorative Light – Type 1
- 5.32 Downtown Decorative Light – Type 2
- 5.33 Luminar Base
- 5.34 Cluster Mailbox
- 5.35 Single Mailbox

T. PATCH



NOTE:
TRENCH LINES LOCATED OUTSIDE
IMPROVED (PAVED) ROADWAY WILL
BACKFILL WITH NATIVE MATERIAL
TO MATCH EXISTING GRADE



CITY OF BROOKINGS - STANDARD DETAIL

TYPICAL TRENCH DETAIL

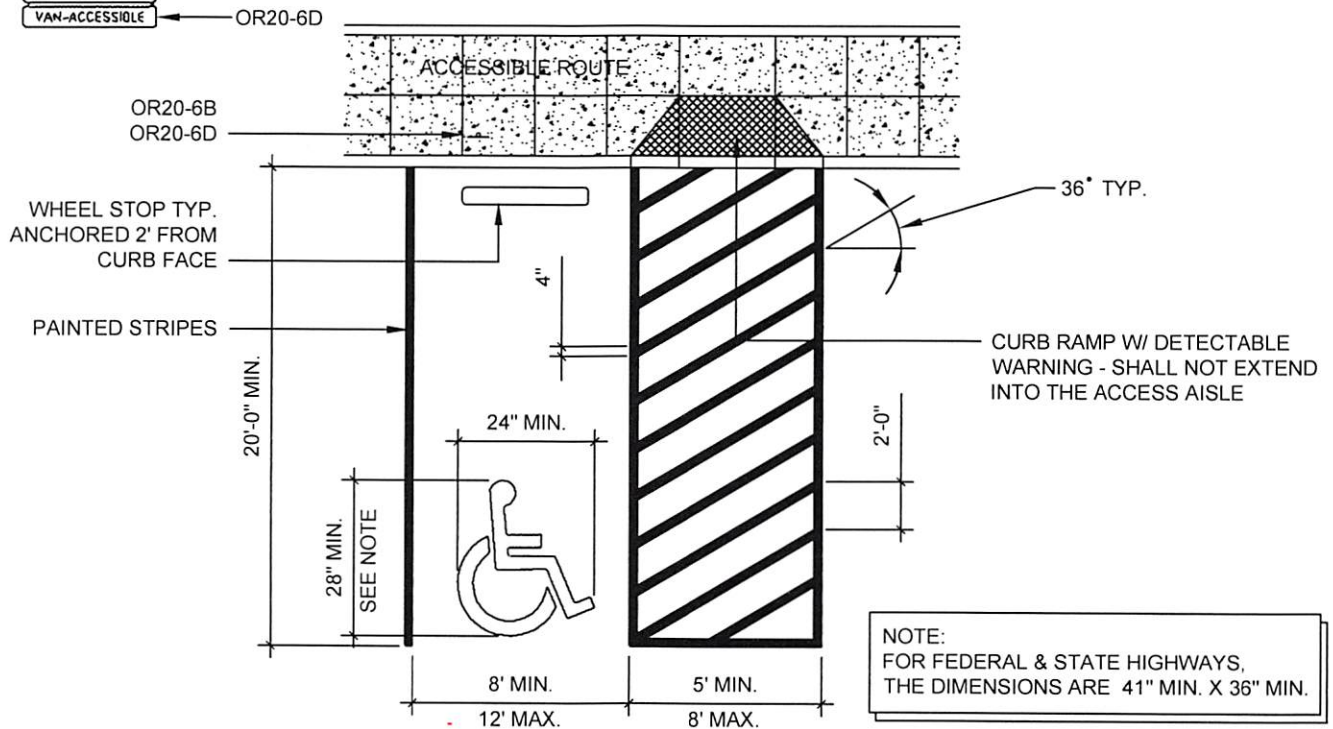
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DATE: 3/29/17

3.10



USE PARALLEL OR COMBINED RAMP DETAIL
WHEN REQD. LANDING CANNOT BE OBTAINED



STROKE WIDTH ON SYMBOL IS 3" MINIMUM
BLUE BACKGROUND AND BLUE PAINTED CURB OPTIONAL

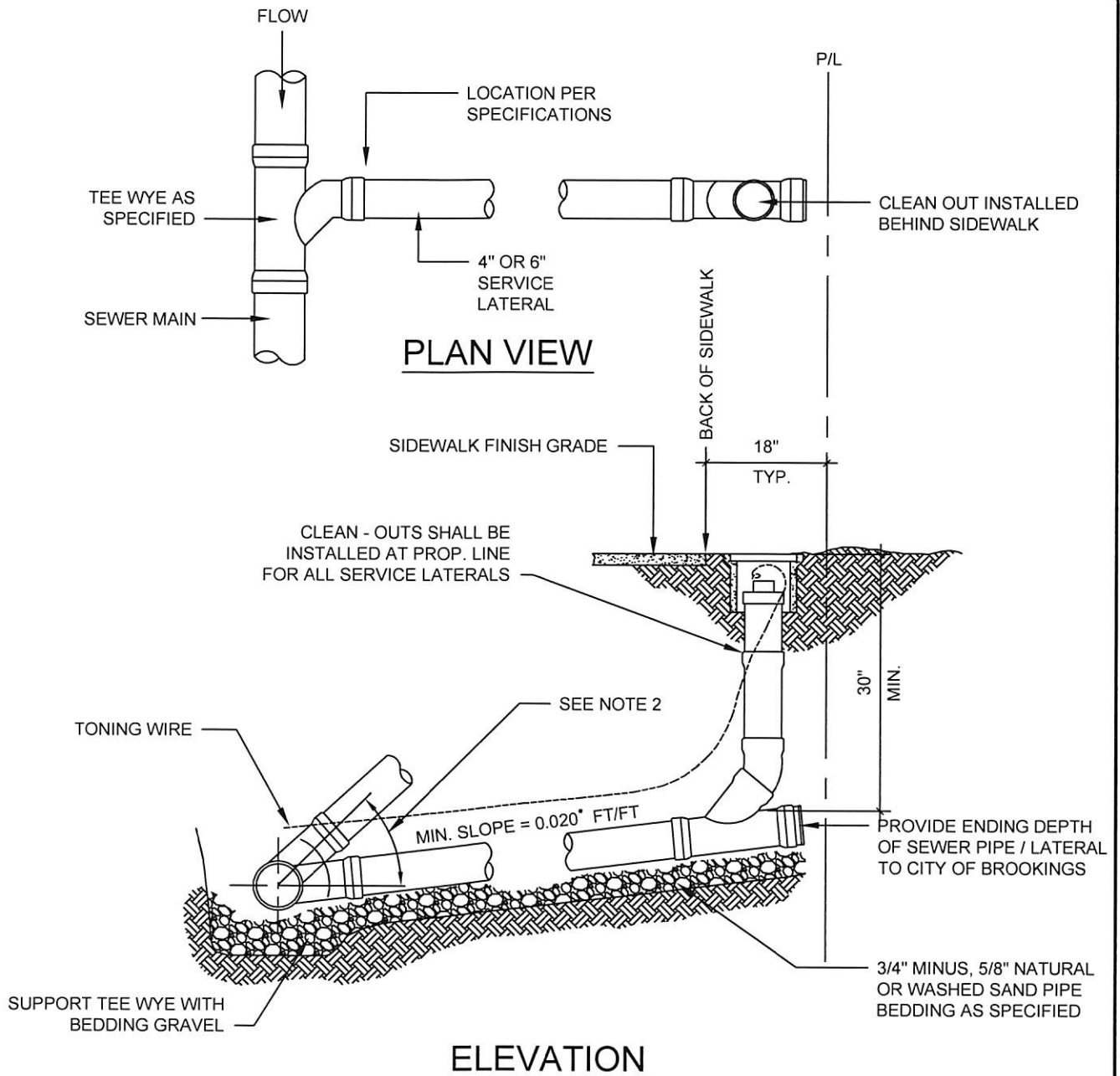


ADA SINGLE PARKING SPACE

DATE: 3/29/17

3.15





NOTES:

- 1) MINIMUM DEPTH AT RIGHT-OF-WAY OR PROPERTY LINE SHALL BE 30 INCHES
- 2) LAY SERVICE LATERAL AT MAX. 45° FROM HORIZONTAL TO ACHIEVE REQUIRED DEPTH AT PROPERTY LINE WHEN MINIMUM SLOPE RESULTS IN EXCESSIVE DEPTH.
- 3) NO. 12 AWG TONING WIRE SOLID COPPER WITH GREEN INSULATION WITH 18" TAG END IN CLEAN OUT BOX
- 4) IF LOCATED IN DRIVEWAY APPROACHES USE CHRISTY F08C LID
- 5) ALL LOCATIONS OF SERVICE LINES SHALL BE NOTED ON NEW CURB WITH A MARK "S".
- 6) NO CURB WEEP HOLES SHALL BE LOCATED WITHIN 18" OF THE CLEAN OUT BOX.



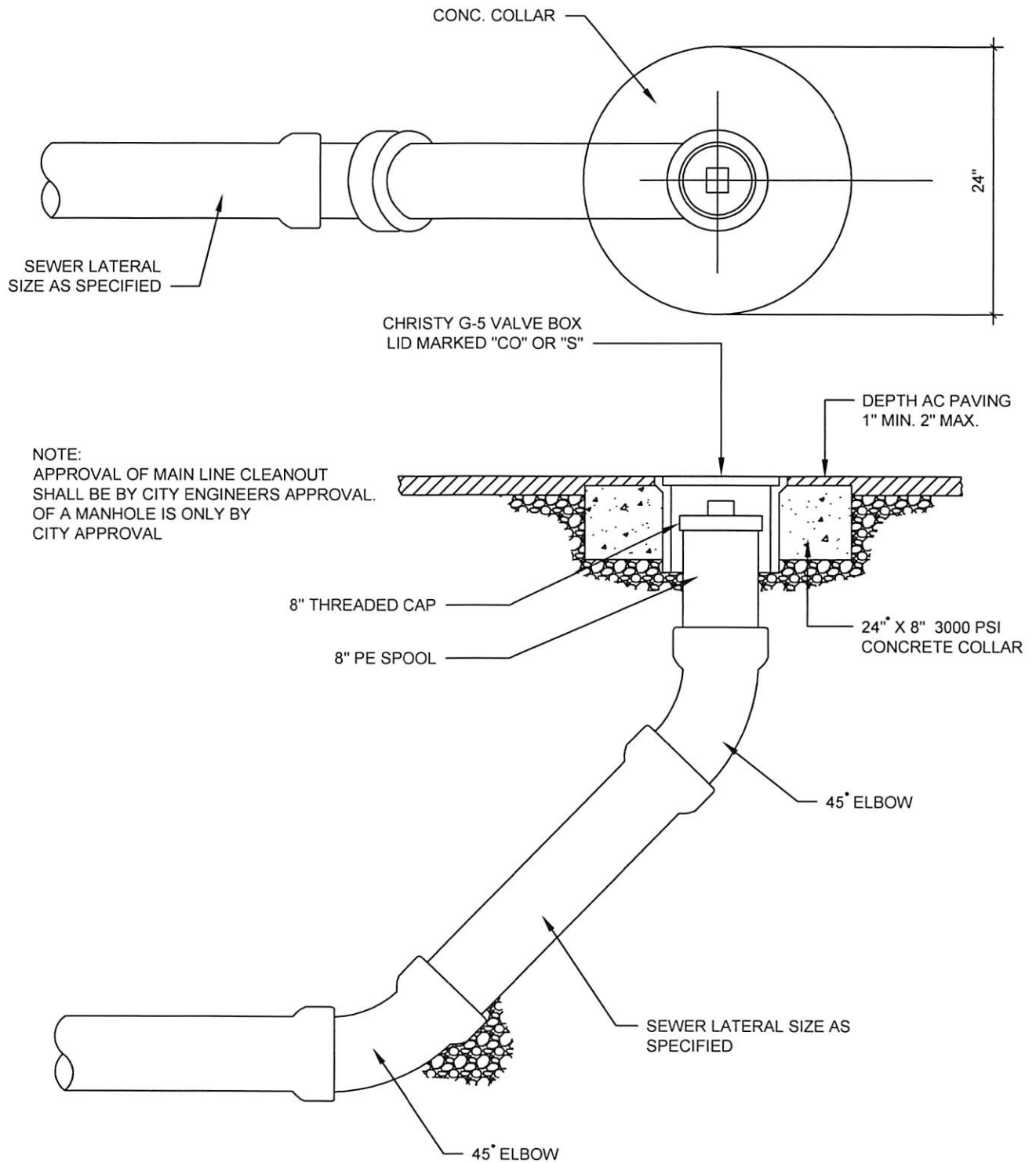
CITY OF BROOKINGS - STANDARD DETAIL

SEWER SERVICE LATERAL

4.11

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DATE: 3/29/17



CITY OF BROOKINGS - STANDARD DETAIL

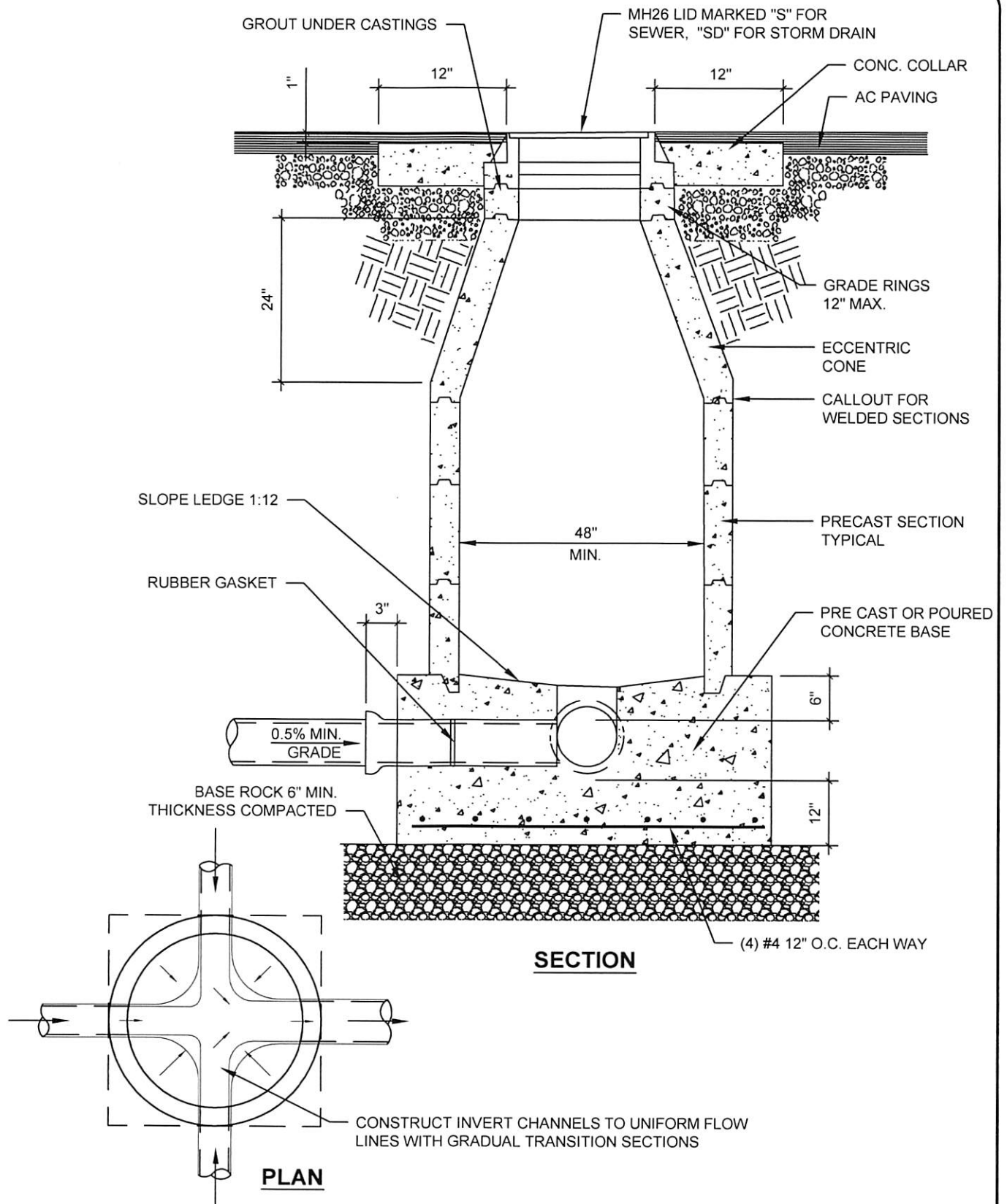
MAINLINE CLEANOUT

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65

DATE: 3/29/17

4.12



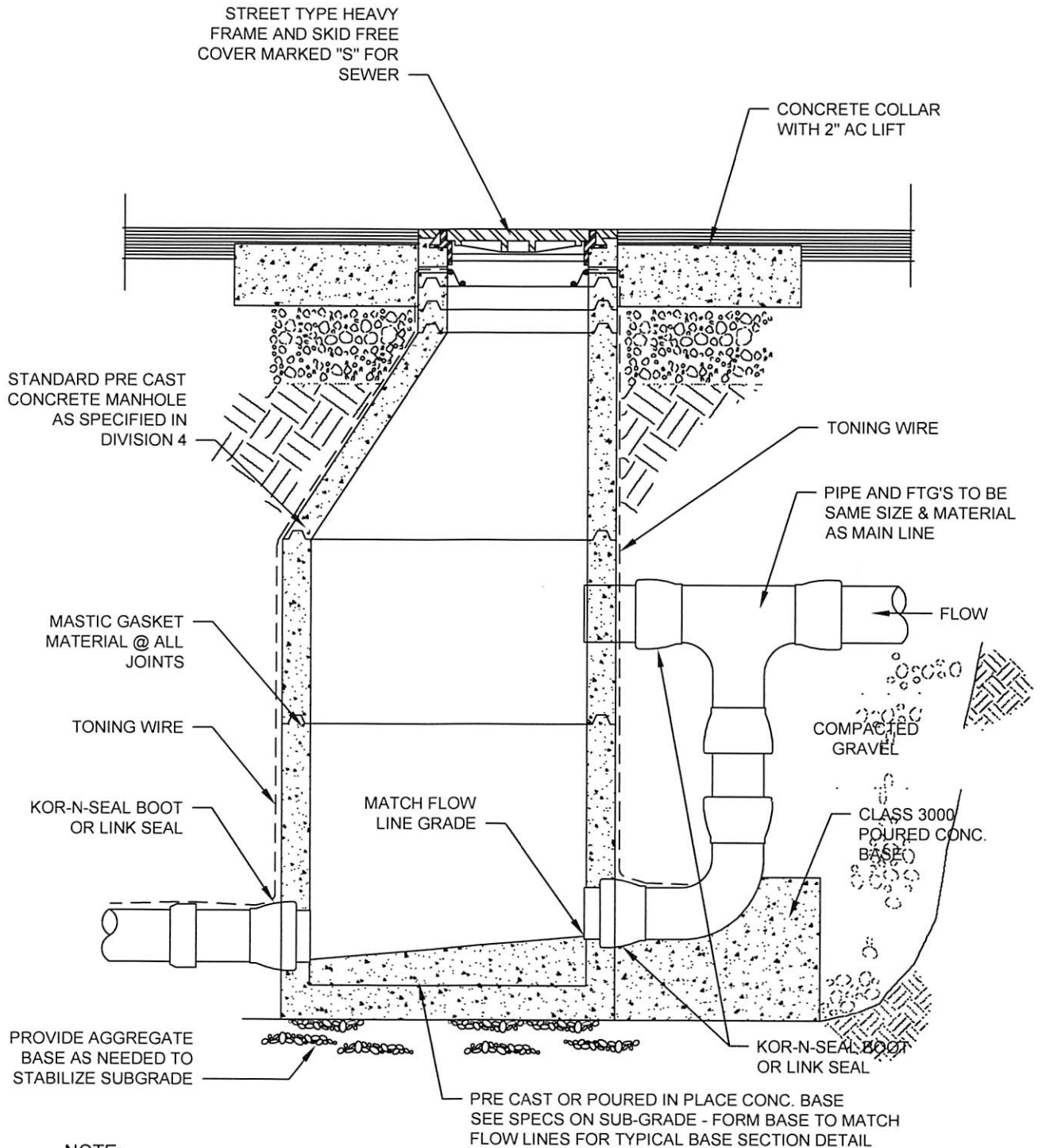
CITY OF BROOKINGS - STANDARD DETAIL

STANDARD MANHOLE - CONCENTRIC

4.13

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DATE: 3/29/17



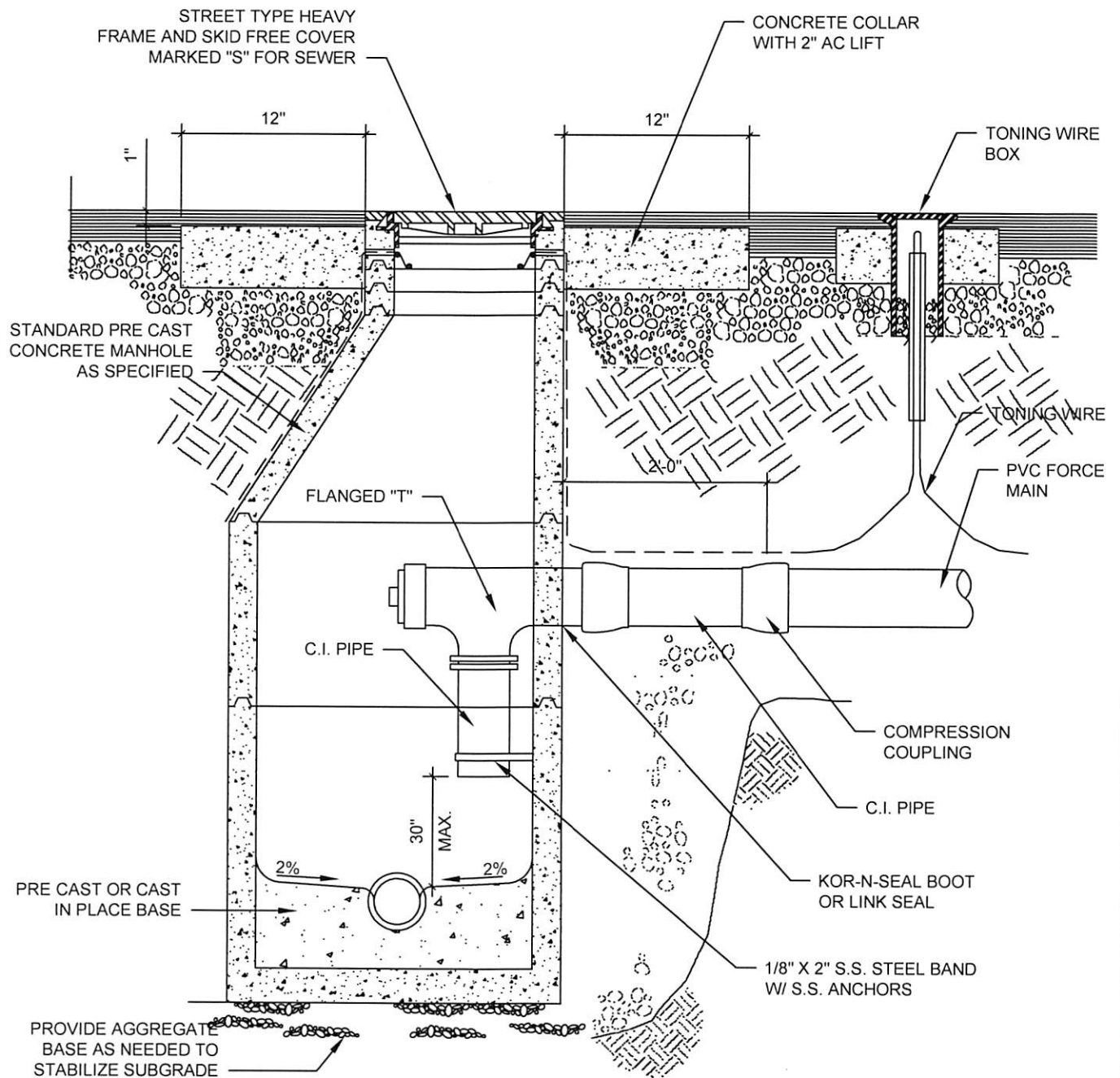
CITY OF BROOKINGS - STANDARD DETAIL

OUTER DROP MANHOLE

4.14

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DATE: 3/29/17



NOTE:

1. STUBS TO MANHOLE MUST BE "KOR-N-SEAL" BOOTS OR CORE DRILL W/LINKSEAL AND GROUTED WATERTIGHT.
2. NEED TO INSTALL GREEN CARSONITE STAKE WHEN MANHOLE IS OUTSIDE CITY RIGHT OF WAY IN VEGETATED AREA'S
3. FOR POURED IN PLACE BASE SEE 4.13



CITY OF BROOKINGS - STANDARD DETAIL

INNER DROP MANHOLE

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DATE: 3/29/17

4.15

NOTES:

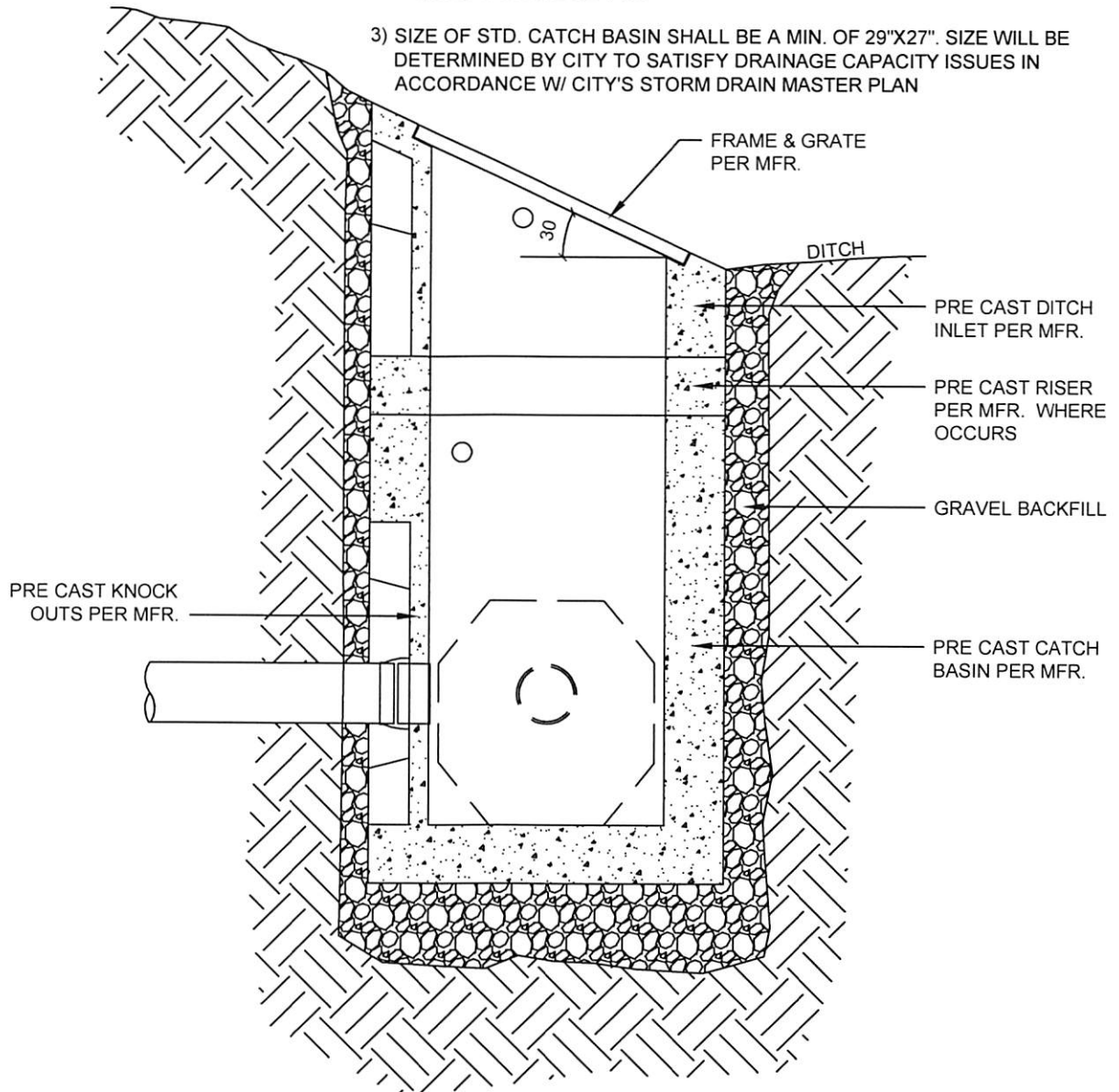
1) PREFABRICATED UNITS FROM ADVANTAGE PRE CAST OR APPROVED OTHER

ADVANTAGE PRE CAST
1302 CANDLEWOOD DR NORTH
KEIZER, OREGON 97303

2) CATCH BASIN, FRAME, AND GRATES SHALL MEET H20 LOADING. & BIKE FRIENDLY

DITCH INLET GRATE: 1/4" F.B.
C.O. SALEM GRATE: 1/4" F.B. GALVANIZED
O.D.O.T. GRATE 5/8" F.B.

3) SIZE OF STD. CATCH BASIN SHALL BE A MIN. OF 29"X27". SIZE WILL BE DETERMINED BY CITY TO SATISFY DRAINAGE CAPACITY ISSUES IN ACCORDANCE W/ CITY'S STORM DRAIN MASTER PLAN



SECTION



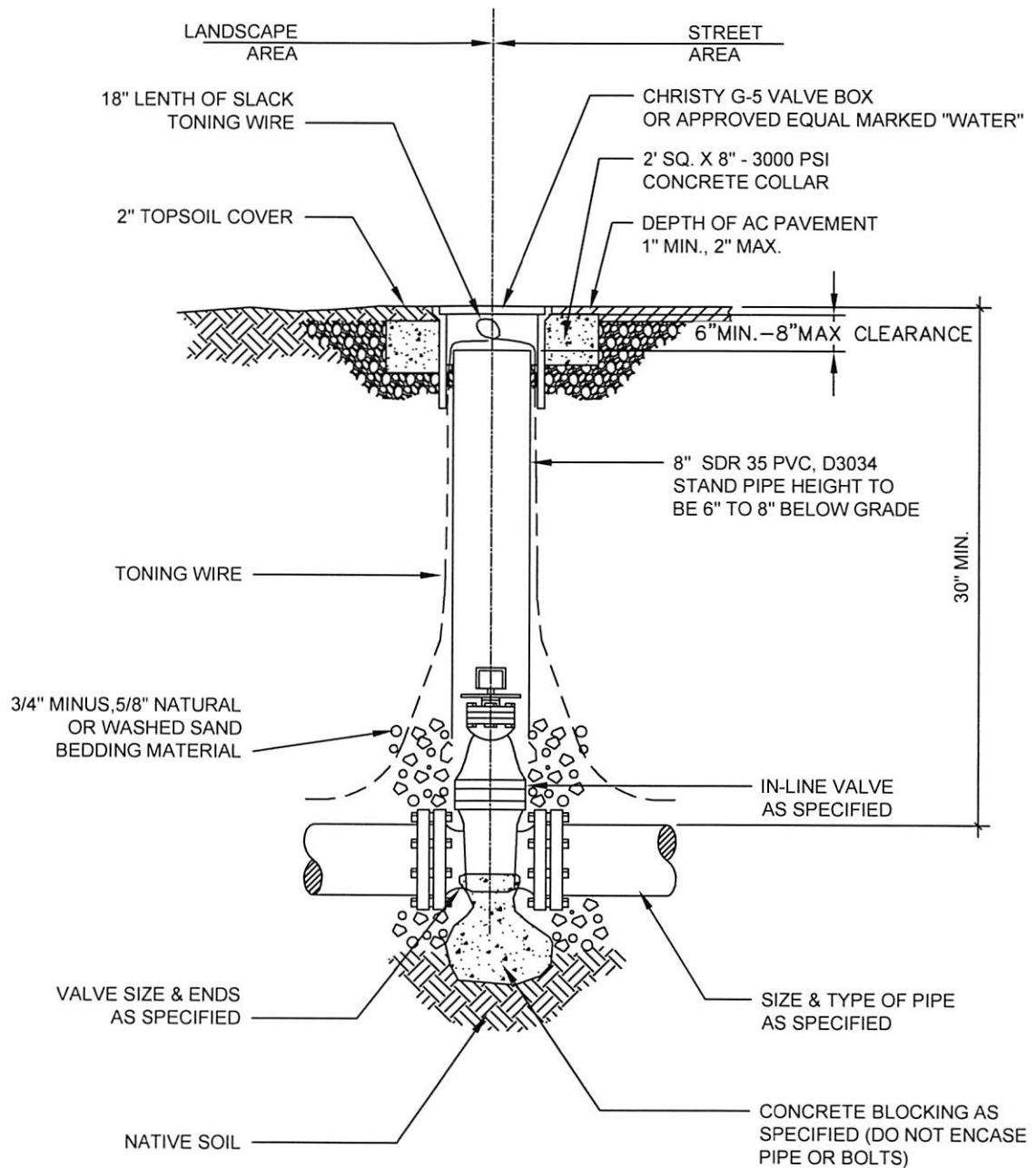
CITY OF BROOKINGS - STANDARD DETAIL

DITCH INLET

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DATE: 3/29/17

4.21



NOTE:

1. VALVE STEM EXTENSION NECESSARY IF GRADE TO TOP OF VALVE NUT IS GREATER THAN 3'-0".
2. MAY USE VC212 SELF CENTERING VALVE STAND PIPE SETTER FOR 8' SDR 3034.
3. BLUE CARSONITE STAKE REQUIRED WHEN VALVE IS OUTSIDE CITY RIGHT OF WAY IN VEGETATED AREA'S.

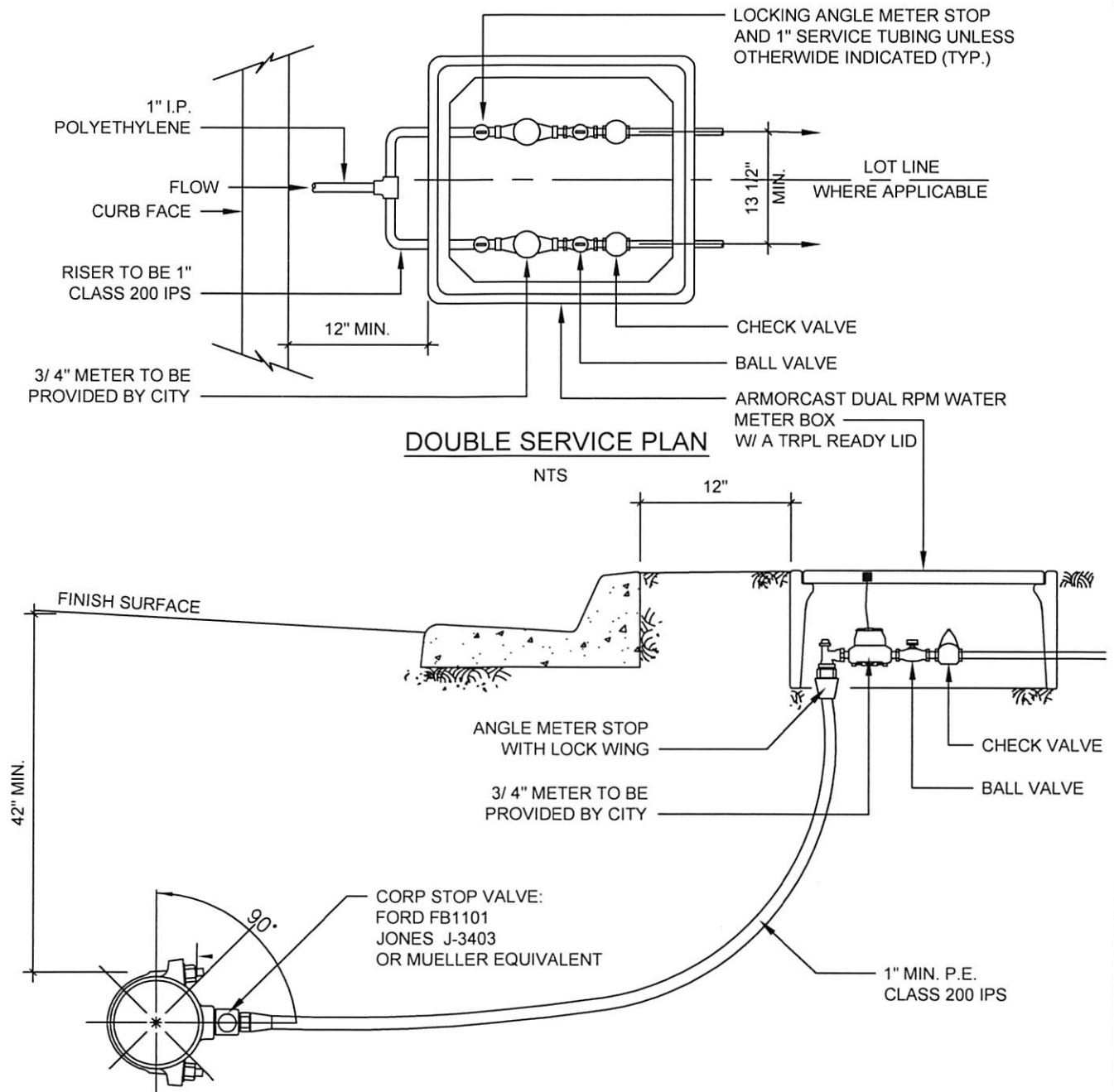


CITY OF BROOKINGS - STANDARD DETAIL

TYPICAL POTABLE WATER VALVE BOX

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NOTES:

1. NEW SERVICES WILL NOT BE SPLICED WHEN DAMAGED, SERVICE WILL BE RENEWED.
2. SINGLE SERVICES ARE SIMILAR, UNLESS OTHERWISE INDICATED.
3. CITY APPROVED CROSS-CONNECTION CONTROL DEVICES REQUIRED ON ALL NEW AND RENEWED COMMERCIAL, INDUSTRIAL, IRRIGATION AND PARTICULAR RESIDENTIAL WATER SERVICES, REGARDLESS OF SIZE.
4. CONTRACTOR TO PROVIDE AND INSTALL #12 GA. BLUE COATED TRACER WIRE ON ALL P.E. SERVICES.
5. METER BOXES NOT TO BE INSTALLED IN DRIVEWAYS PER BROOKINGS MUNICIPAL CODE (BMC)



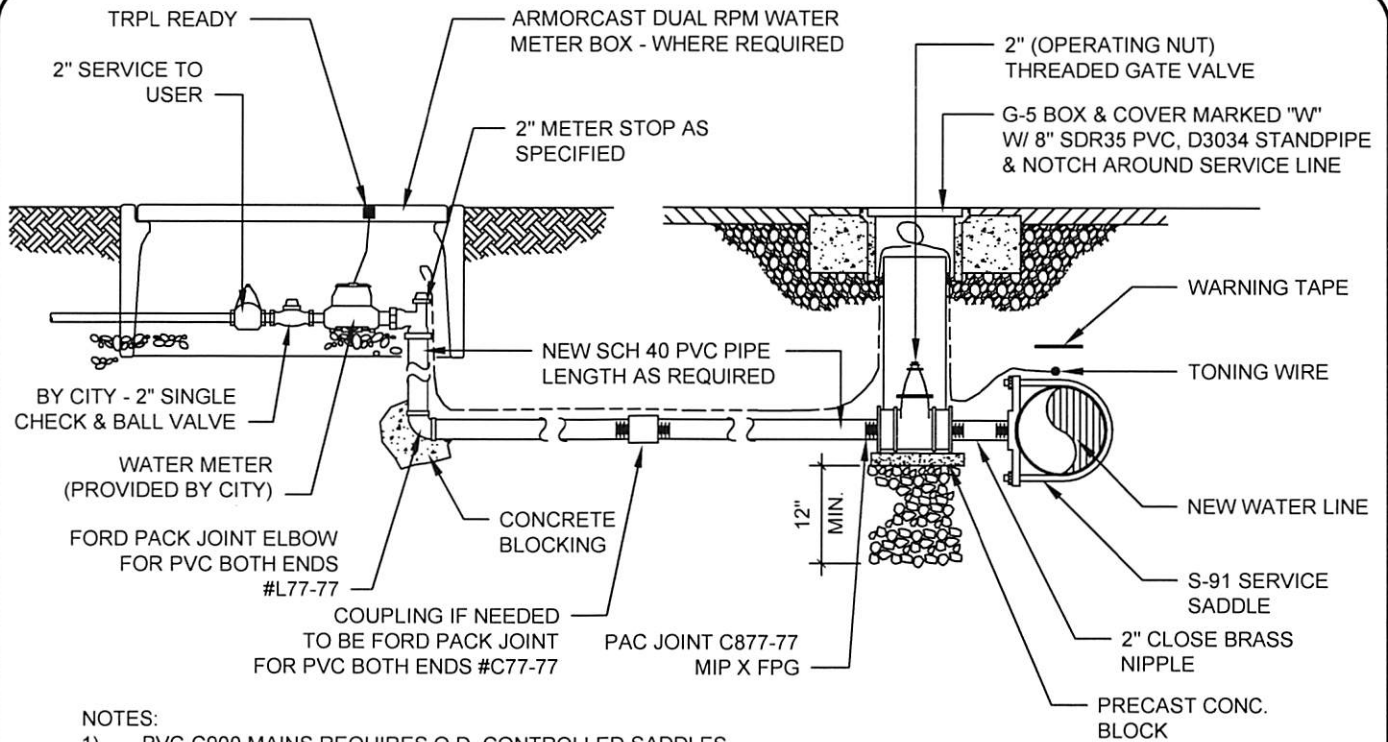
CITY OF BROOKINGS - STANDARD DETAIL

1" or 3/4" METER MANIFOLD

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DATE: 3/29/17

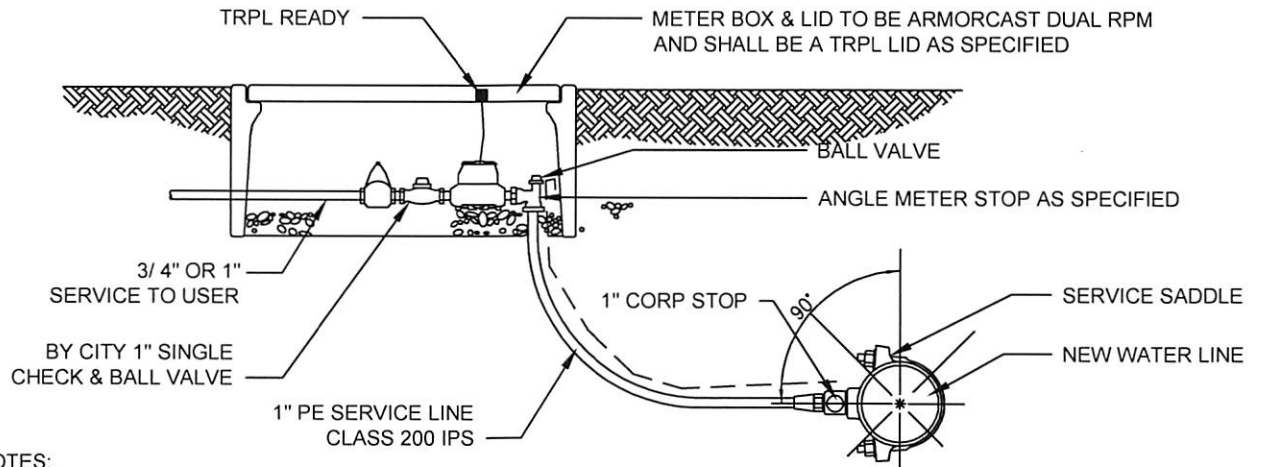
4.32



NOTES:

- 1) PVC-C900 MAINS REQUIRES O.D. CONTROLLED SADDLES.
- 2) USE FORD PACK JOINT COUPLINGS MALE I.P. X PVC COMPRESSION AT TAPPING VALVE PVC 90° BEND & ANGLE METER STOP. (NO PVC MALE OR FEMALE ADAPTERS)
- 3) NO. 12 AWG TONING WIRE SOLID COPPER WITH BLUE INSULATION.

TYPICAL 2" WATER SERVICE



NOTES:

- 1) PVC-C900 MAINS REQUIRES O.D. CONTROLLED SADDLES.
- 2) USE FORD PACK JOINT COUPLINGS MALE I.P. X PE COMPRESSION AT TAPPING VALVE, AND AT CONNECTION TO ANGLE METER STOP. (NO PVC MALE OR FEMALE ADAPTERS)
- 3) NO. 12 AWG TONING WIRE SOLID COPPER WITH BLUE INSULATION.
- 4) P.E. SERVICE TO BE TAPPED 90° OFF OF MAINLINE EITHER 3 OR 9 O'CLOCK POSITION UNLESS APPROVED BY CITY
- 5) WHEN INSTALLING 3/4" METER USE FORD A24 METER BUSHING FOR 1" ANGLE METER STOP. MAY INSTALL WYE BRANCH FOR 5/8" X 3/4" METERS UPON CITY APPROVAL.

TYPICAL 1" WATER SERVICE



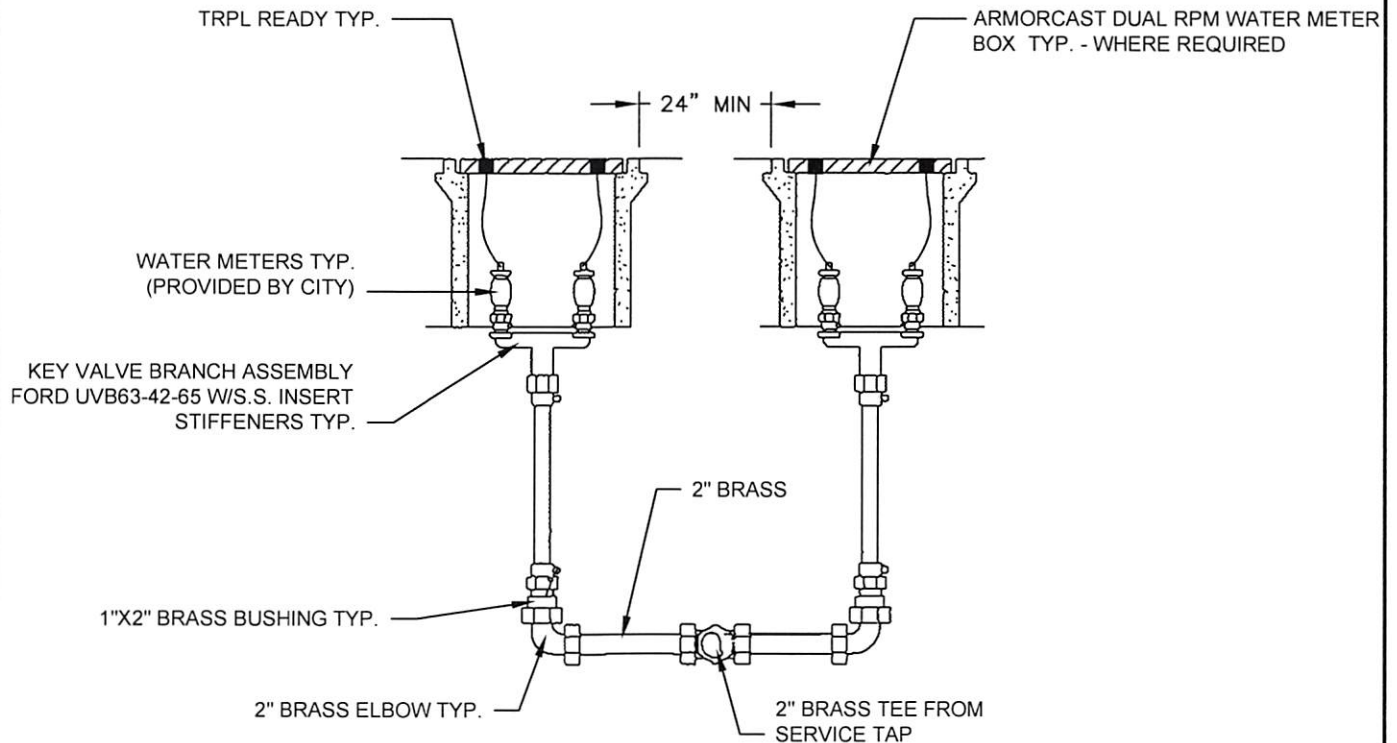
CITY OF BROOKINGS - STANDARD DETAIL

1" & 2" WATER SERVICE

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DATE: 3/29/17

4.33



2" MANIFOLD SECTION

SEE DETAIL 4.33 FOR
SERVICE TAP DETAILS

NOTES:

1. ALL LOCATIONS OF SERVICE LATERALS 3/4"-2" SHALL BE NOTED ON THE CURB WITH A MARKED "W" INSTALLED IN THE CURB.
2. #12 AWG SOLID CORE TONING WIRE AND TAPE.
3. USE FORD PACK JOINT COUPLINGS MALE I.P. x PVC COMPRESSION @ 2" TAPPING VALVE AND AT CONNECTION TO METER MANIFOLD ASSEMBLY.
4. USE FORD 1" MALE IP x PE ADAPTER #C86-44 WITH S.S. INSERT FOR DUAL SERVICE.
5. AMOUNT OF METERS ON ASSEMBLY DETERMINED BY PROJECT ENGINEER'S FLOW CALCULATIONS.
6. ALL METER BOX COVERS MUST BE "TRPL" READY.
7. BRASS MUST BE LEAD FREE AFTER JANUARY 1, 2014

- NO 12 AWG TONING WIRE SOLID COPPER WITH BLUE INSULATION

2" MANIFOLD ASSEMBLY FOR EVEN
AMOUNT OF 5/8" OR 3/4" WATER METERS

METER ASSEMBLY:

NO MORE THAN 4 TOTAL 5/8 INCH METERS PER 2 INCH
MANIFOLD. ADDITIONAL METERS WILL REQUIRE NEW
CONNECTIONS OR DIFFERENT SIZED METER MUST
HAVE ENGINEERED FLOW CALCULATIONS



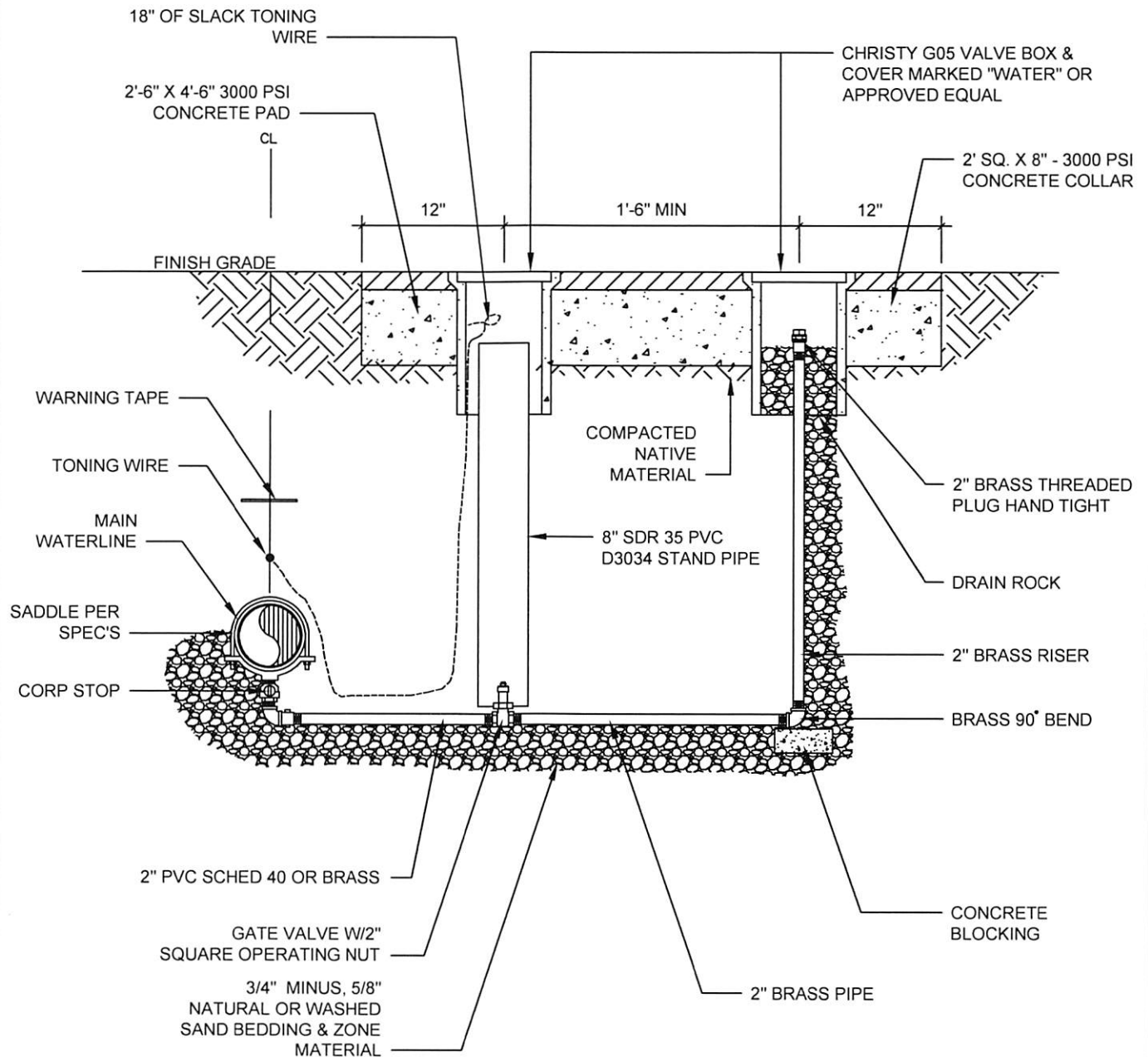
CITY OF BROOKINGS - STANDARD DETAIL

2" MANIFOLD FOR UP TO 4 - 5/8" METERS

4.33a

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17



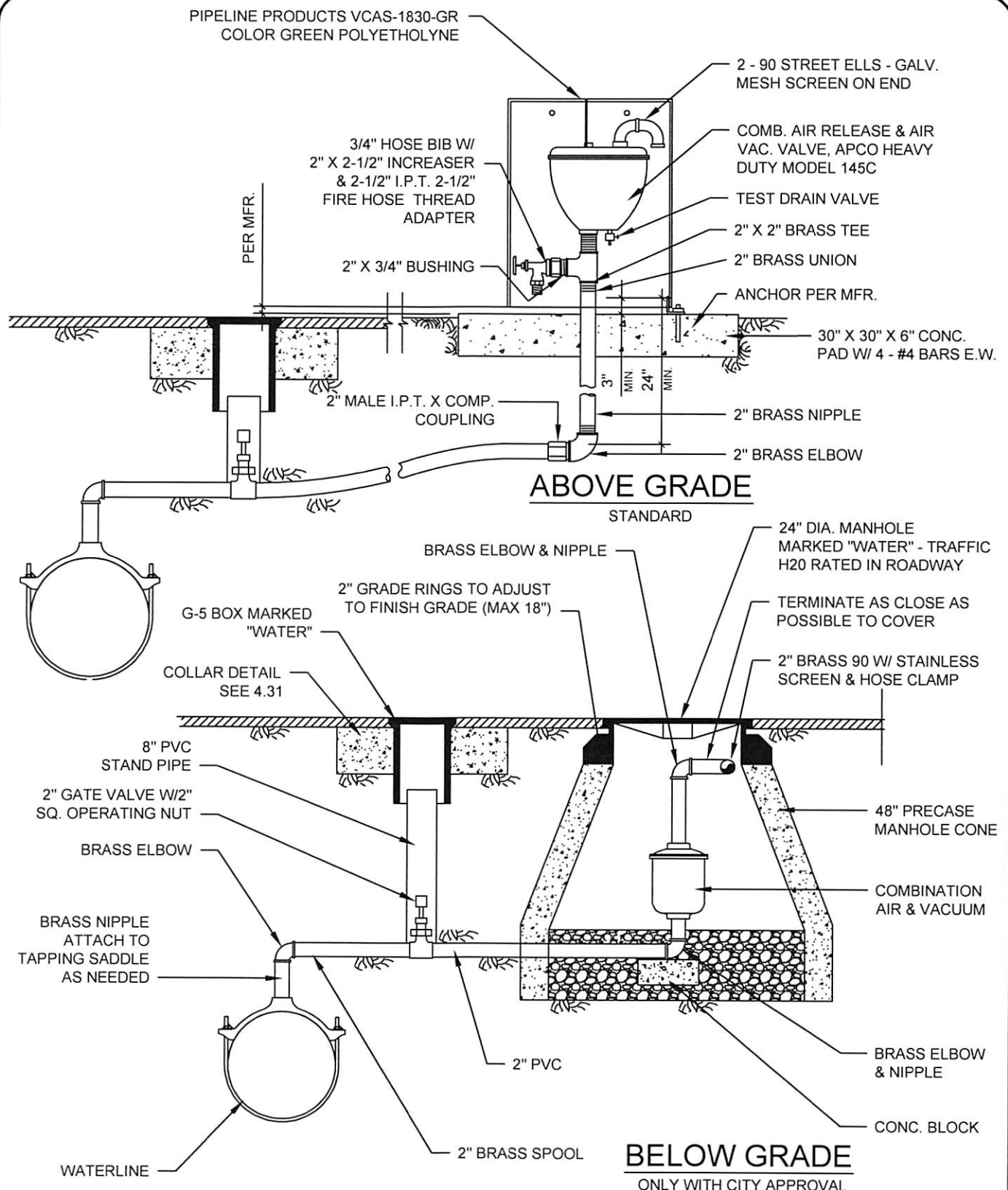
CITY OF BROOKINGS - STANDARD DETAIL

2" WATER BLOW OFF ASSEMBLY

4.34

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DATE: 3/29/17



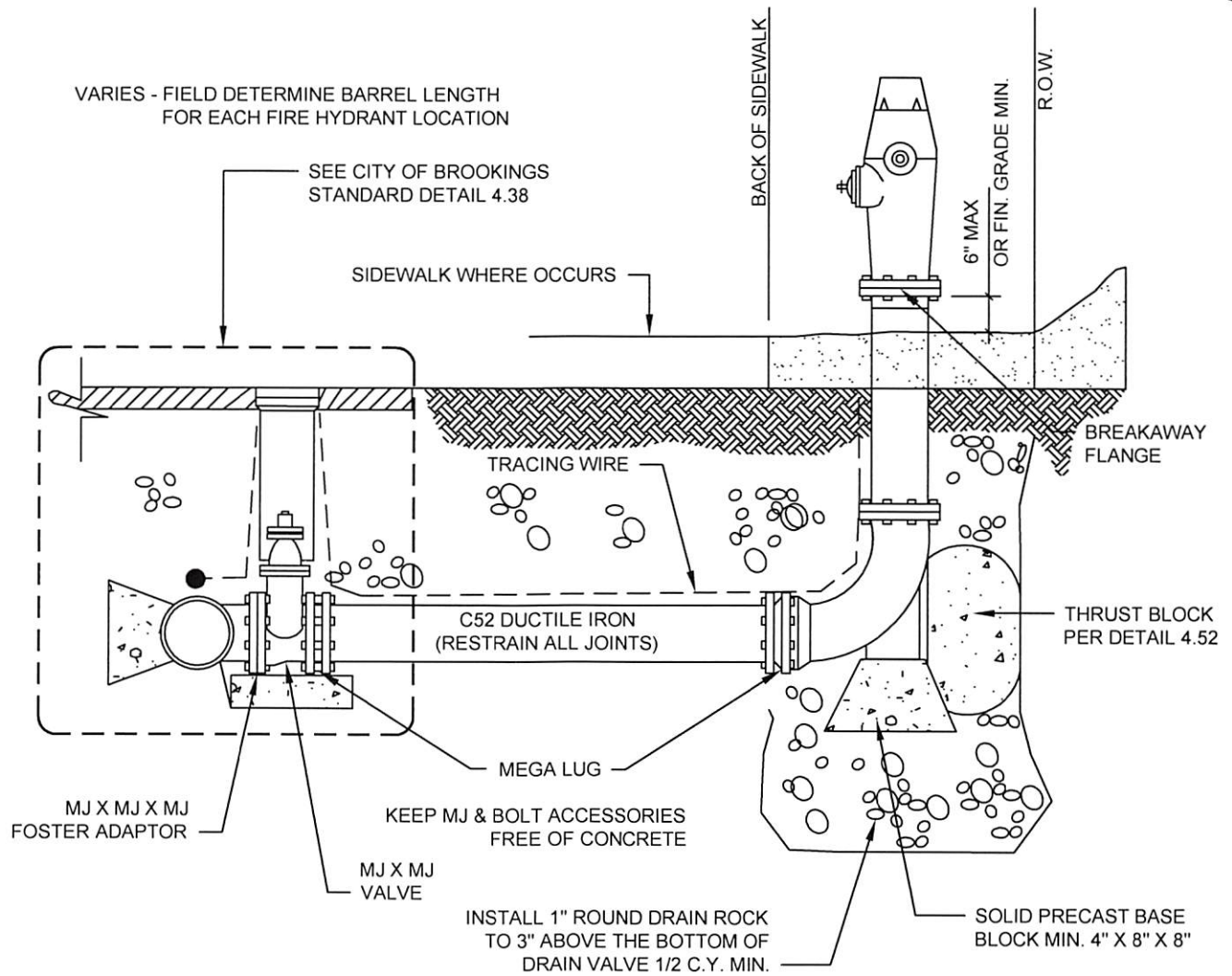
CITY OF BROOKINGS - STANDARD DETAIL

1" & 2" COMBINATION AIR & VACUUM RELIEF

4.36

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DATE: 3/29/17



NOTES

- 1) RETAINER GLANDS ARE REQUIRED FOR ALL MECHANICAL JOINT FITTINGS, "MEGA LUG"
- 2) THERE SHALL BE A MINIMUM OF 36" HORIZONTAL CLEARANCE AROUND HYDRANT.
- 3) FIRE HYDRANTS SHALL BE PLACED TO PROVIDE A MINIMUM OF 5' CLEARANCE FROM DRIVEWAYS, POLES, AND OTHER OBSTRUCTIONS.
- 4) WHEN PLACED ADJACENT TO CURB, HYDRANT PORT SHALL BE 24" FROM FACE OF CURB & MAINTAIN ADA SIDE WALK WIDTHS.
- 5) CONCRETE THRUST BLOCKS SHALL BE CONSTRUCTED AS PER THRUST BLOCK STANDARD DRAWING 4.52. DO NOT BLOCK DRAIN HOLES & COVER MJ GLANDS & ACCESSORIES.
- 6) EXTENSIONS REQUIRED FOR HYDRANT SYSTEMS SHALL BE INSTALLED TO THE MANUFACTURER'S SPECIFICATIONS.
- 7) HYDRANT PUMPER PORT SHALL FACE DIRECTION OF ACCESS.
- 8) INSTALL BOLLARDS (DETAIL 5.18) WHERE NEEDED TO PROTECT FROM COLLISION



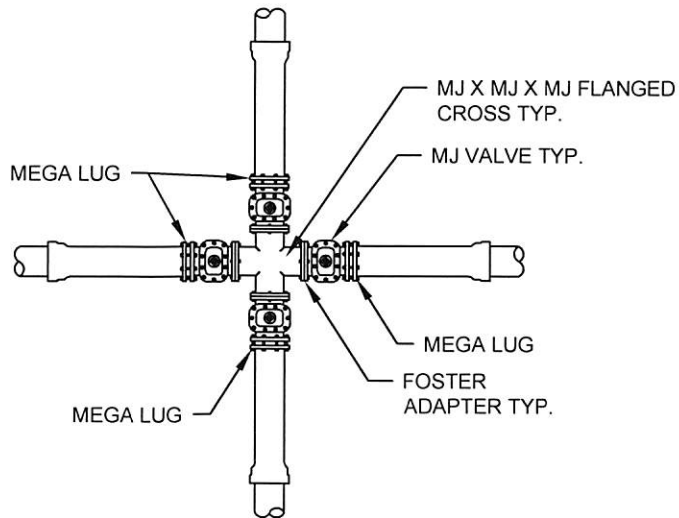
CITY OF BROOKINGS - STANDARD DETAIL

FIRE HYDRANT ASSEMBLY

4.37

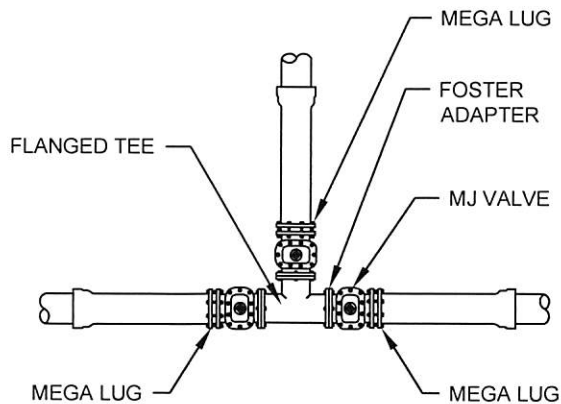
APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17



CROSS - TYPICAL CONNECTIONS

NTS



TEE - TYPICAL CONNECTIONS

NTS

NOTES:

1. VALVES SHALL GENERALLY BE LOCATED ON EACH BRANCH OF WATER MAIN INTERSECTIONS. WHERE RELATIVELY SHORT LINES (LESS THAN 500 FEET IN LENGTH) ARE INVOLVED, ONE OF THE TWO VALVES BETWEEN INTERSECTIONS MAY BE OMITTED.
2. WATER MAINS IN PUBLIC STREETS SHALL BE LOCATED PARALLEL TO AND 5 FEET NORTH OR WEST OF STREET CENTERLINES WHENEVER POSSIBLE.
3. SEE DETAIL 4.40 FOR CUT IN CONSTRUCTION DETAIL
4. VALVES SHALL BE C509 DOMESTIC DUCTILE IRON ONLY. VALVES SHALL BE FUSION EPOXY COATED WITH STAINLESS TRIM. CROSSES AND TEES ARE TO BE C153 DOMESTIC DUCTILE IRON WITH FUSION EPOXY COATING ONLY.



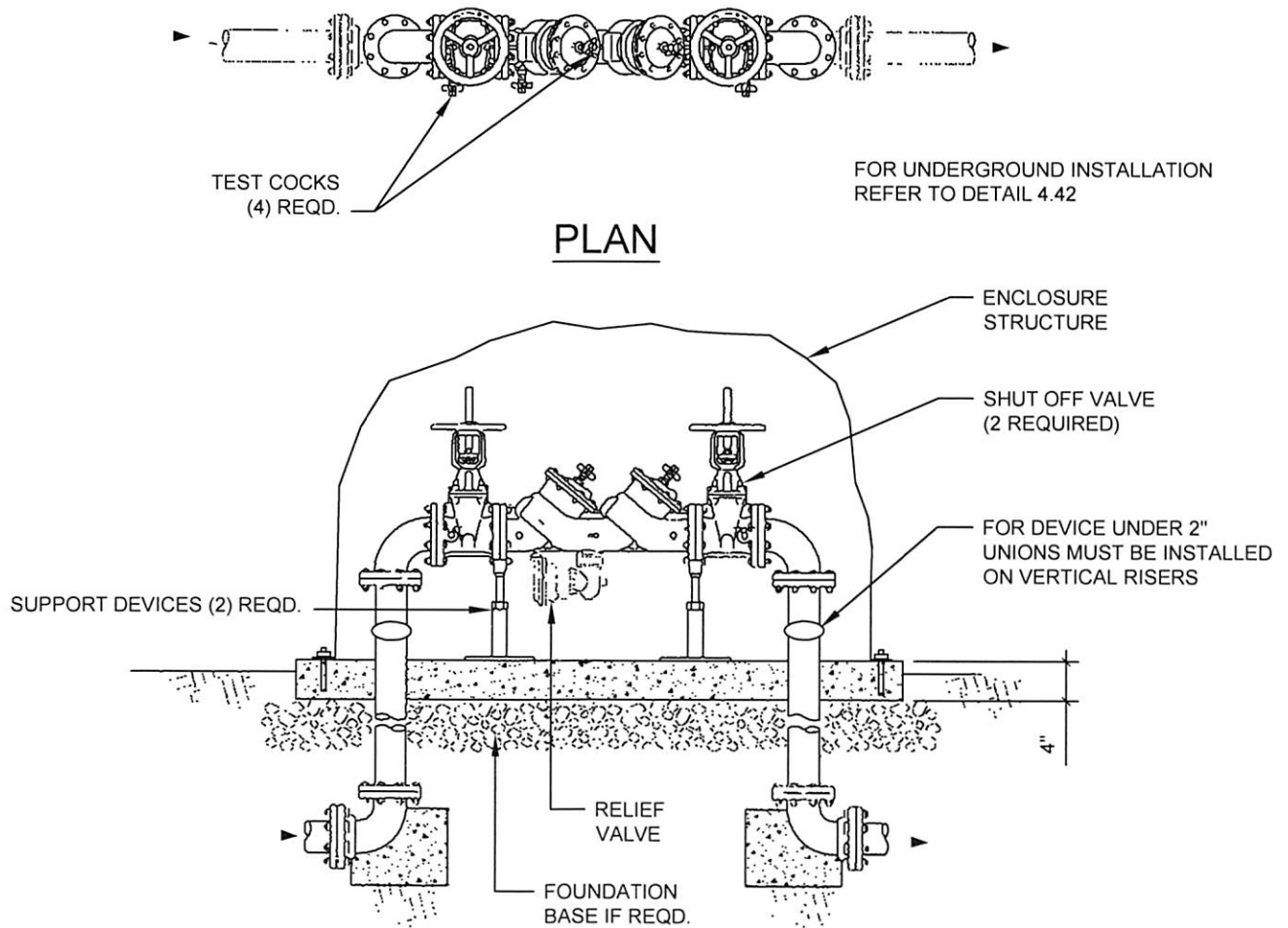
CITY OF BROOKINGS - STANDARD DETAIL

WATER MAIN CONNECTION AT INTERSECTIONS

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17

4.39



SECTION

NOTES:

BACKFLOW PREVENTION ASSEMBLIES -

- A. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE ON THE APPROVED LIST OF THE UNIVERSITY OF OREGON FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH.
- B. SHALL ALWAYS BE INSTALLED HORIZONTALLY, NEVER VERTICALLY, UNLESS THEY ARE SPECIFICALLY APPROVED FOR VERTICAL INSTALLATION.
- C. SHALL ALWAYS BE INSTALLED ABOVE THE 100 YEAR (1%) FLOOD LEVEL UNLESS APPROVED BY THE CITY.
- D. SHALL NEVER HAVE EXTENDED OR PLUGGED RELIEF VALVES
- E. SHALL BE PROTECTED FROM FREEZING WHEN NECESSARY
- F. SHALL BE PROVIDED WITH AN APPROVED AIR GAP DRAIN.
- G. MAY BE INSTALLED WITH REDUCED CLEARANCES IF THE PIPES ARE 2 INCHES IN DIAMETER OR SMALLER, PROVIDED THAT THEY ARE ACCESSIBLE FOR THE TESTING AND REPAIRING, AND APPROVED BY THE CITY.



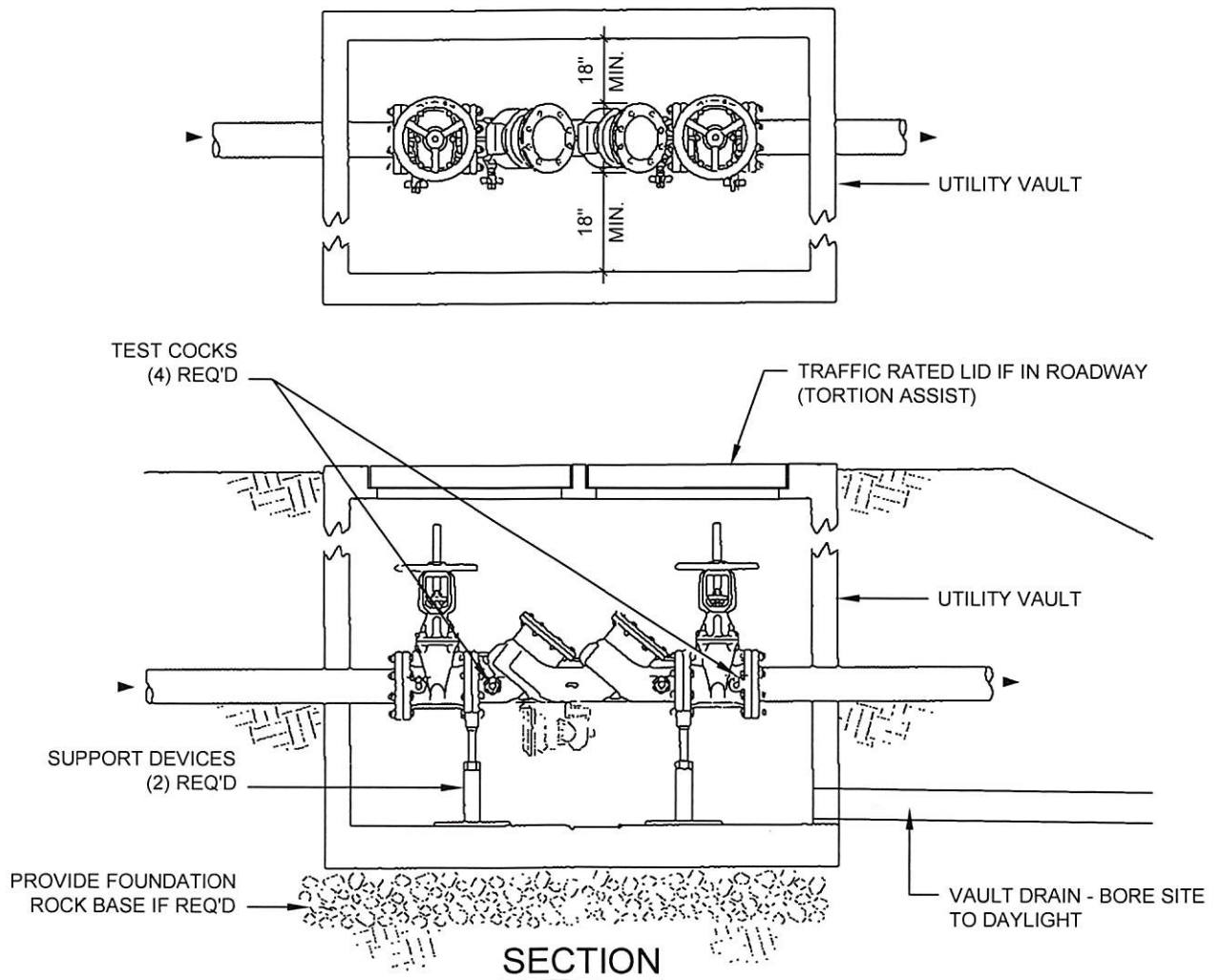
CITY OF BROOKINGS - STANDARD DETAIL

RP OR DC STANDARD BACKFLOW ASSEMBLY ABOVE GROUND

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17

4.41



NOTES:
BACKFLOW PREVENTION ASSEMBLIES

- A. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE ON THE APPROVED LIST OF THE UNIVERSITY OF OREGON FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH.
- B. SHALL CONFORM TO BOTTOM AND SIDE CLEARANCES WHEN THE BACKFLOW ASSEMBLY IS INSTALLED INSIDE A VAULT.
- C. MAY BE INSTALLED VERTICALLY AS WELL AS HORIZONTALLY PROVIDED THE ASSEMBLY IS SPECIFICALLY LISTED FOR THAT ORIENTATION IN THE DEPARTMENTS APPROVED BACKFLOW PREVENTION ASSEMBLY LIST.
- D. PROVIDE THAT WATER-TIGHT FITTED PLUGS OR CAPS ARE INSTALLED IN/ ON EACH TEST PORT, AND THE ASSEMBLY SHALL NOT BE SUBJECT TO CONTINUOUS IMMERSION.
- E. SHALL NOT BE INSTALLED AT A HEIGHT GREATER THAN 5 FEET UNLESS THERE IS A PERMANENTLY INSTALLED PLATFORM MEETING OREGON OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OR-OSHA) STANDARDS TO FACILITATE SERVICING THE ASSEMBLY.
- F. MAY BE INSTALLED WITH REDUCED CLEARANCES IN THE PIPES ARE 2 INCHES IN DIAMETER OR SMALLER, PROVIDED THAT THEY ARE ACCESSIBLE FOR TESTING AND REPAIRING, AND APPROVED BY THE CITY.
- G. VAULT WITH RP REQUIRES 4 INCHES PVC DRAIN SITED TO DAYLIGHT FOR FREE DRAINAGE.



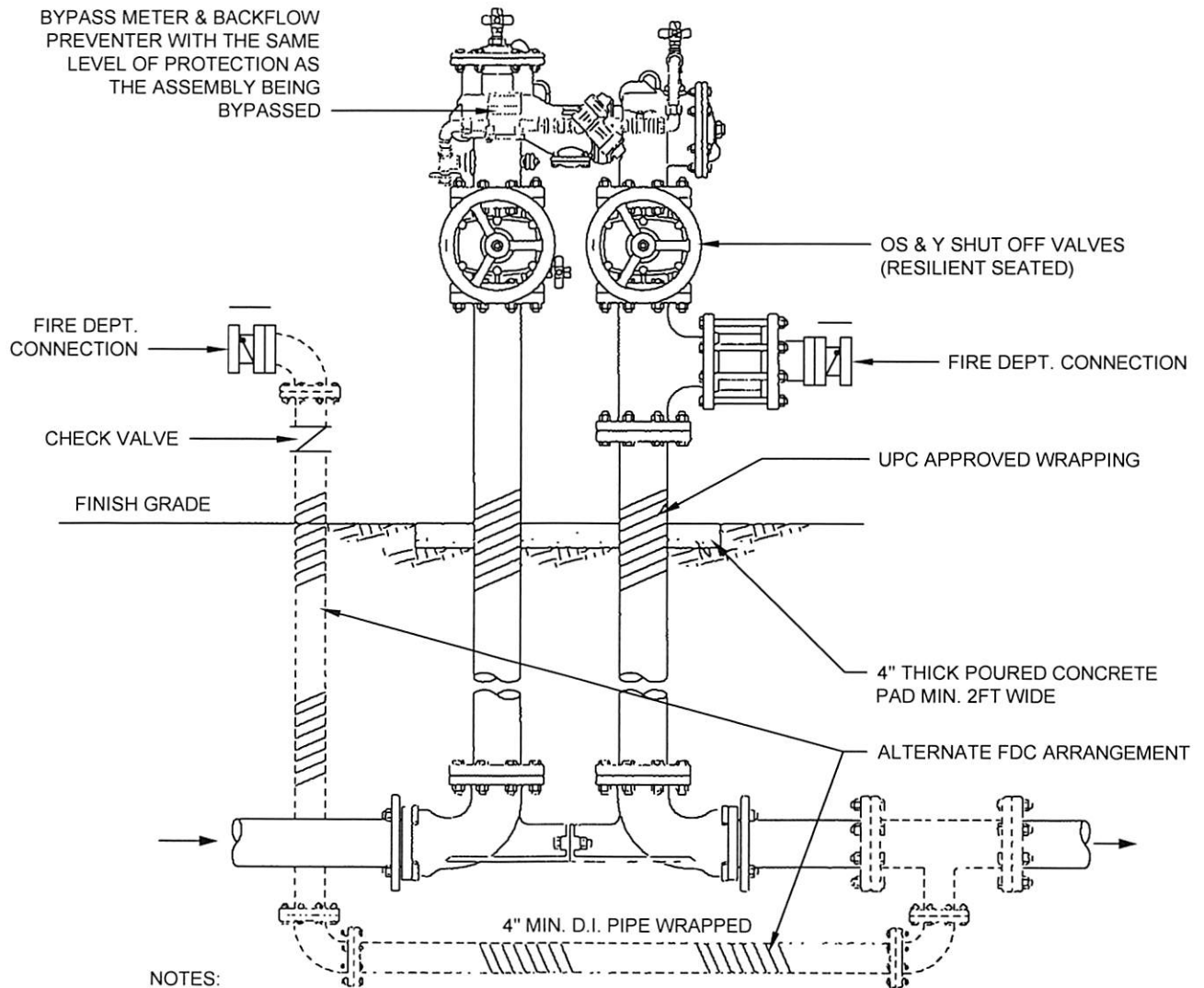
CITY OF BROOKINGS - STANDARD DETAIL

DOUBLE CHECK OR RP BELOW GROUND VAULT

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17

4.42



NOTES:

- A. ALL BACKFLOW PREVENTION ASSEMBLIES SHALL BE ON THE APPROVED LIST OF THE UNIVERSITY OF OREGON FOUNDATION FOR CROSS CONNECTION CONTROL AND HYDRAULIC RESEARCH.
- B. FIRE DEPARTMENT CONNECTION TO REMAIN VISIBLE AND ACCESSIBLE. PAINT SAFETY YELLOW.
- C. D.I. PIPE TO BE PROTECTED WRAP CA-1200. POLYGUARD CA-14 MASTIC OR APPROVED EQUAL.
- D. ALL CONNECTIONS TO BE FLANGED.
- E. ALL TRIM HARDWARE TO BE BRASS OR BRONZE.
- F. METER TO BE CUBIC FT. REGISTRATION.
- G. MASTIC ALL BOLTS/NUTS OR USE STAINLESS STEEL COMPONENTS.
- H. FIRE DEPT. CONNECTION TO BE LOCATED PER FIRE MARSHALL.
- I. DCDA TO BE LOCATED WITH IN 10 FT. OF PROPERTY LINE.

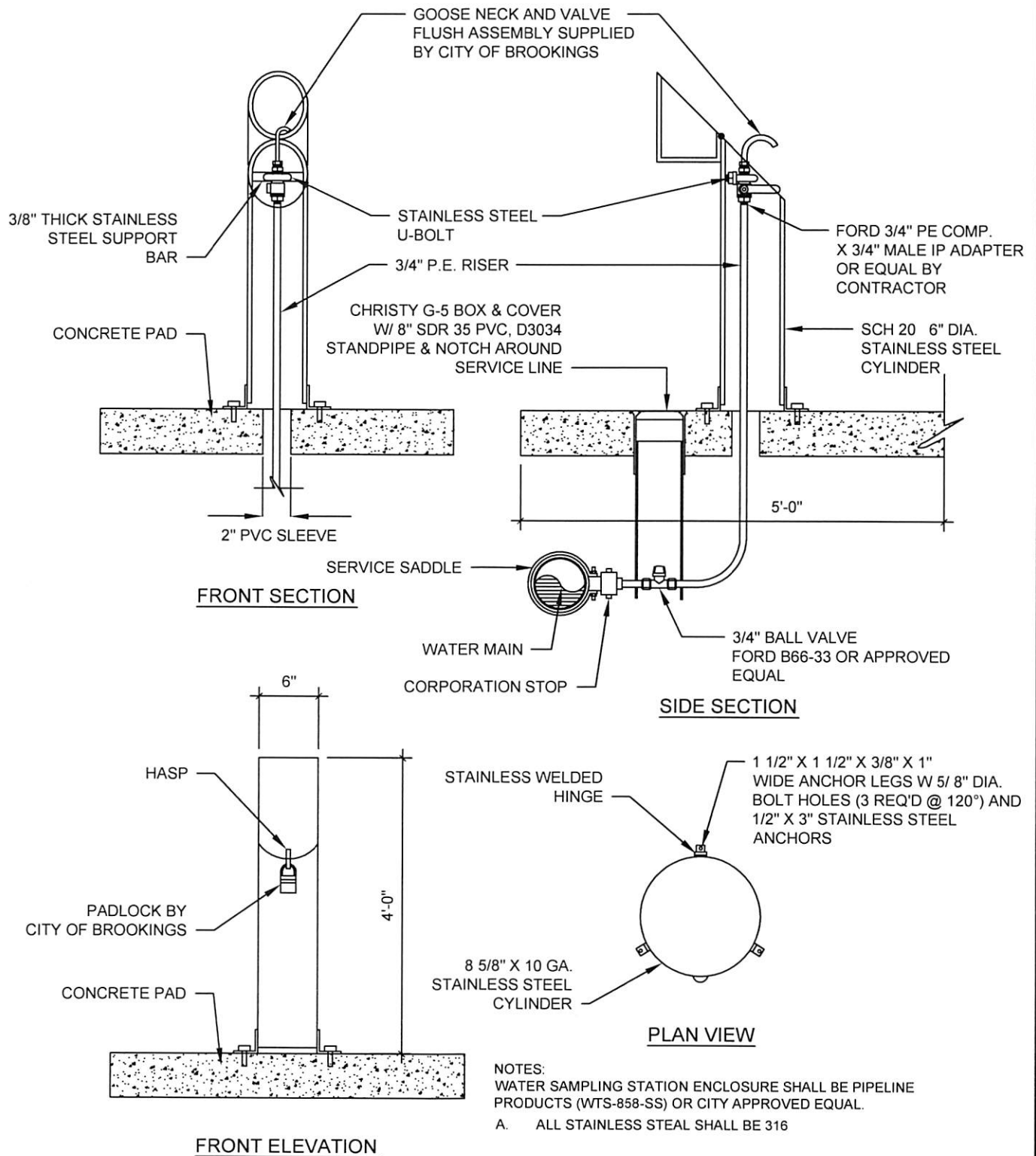


CITY OF BROOKINGS - STANDARD DETAIL

FIRE SERVICE DOUBLE CHECK BACKFLOW ASSEMBLY

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17



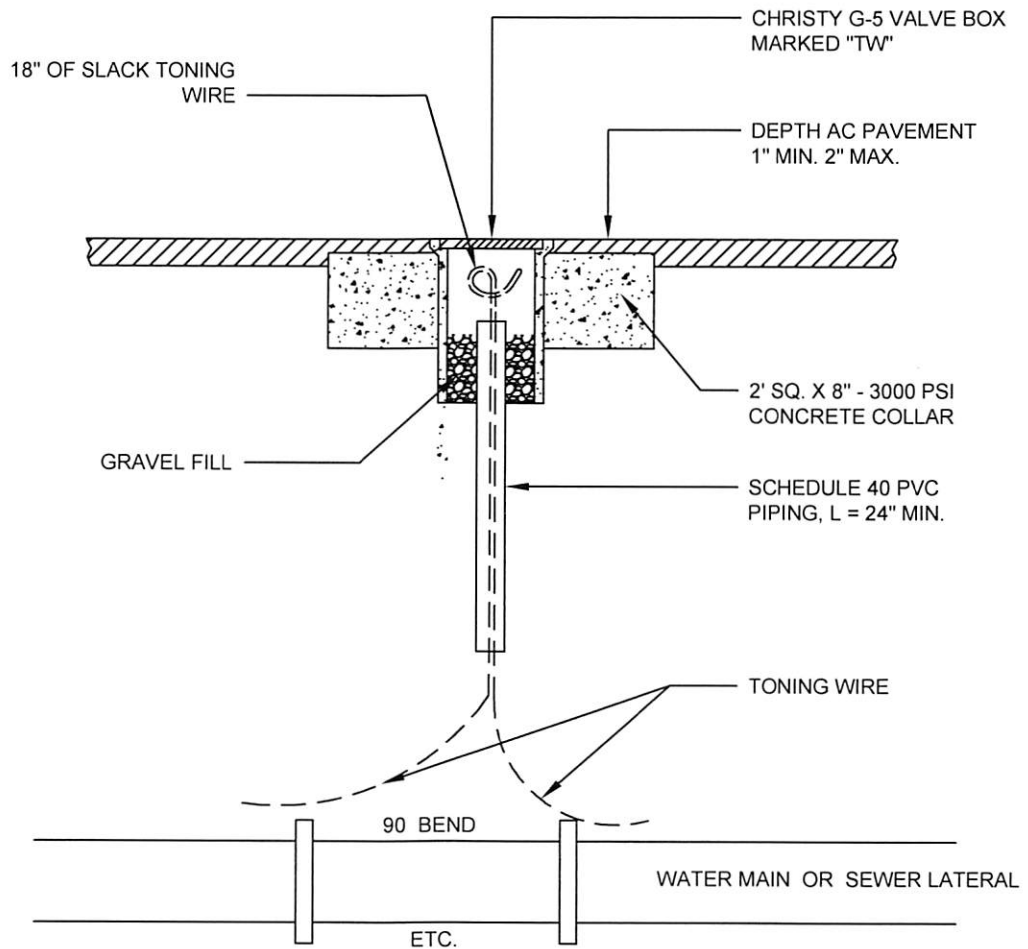
CITY OF BROOKINGS - STANDARD DETAIL

WATER SAMPLING STATION

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17

4.46



NOTES:

- 1) PLACE TONING WIRE BOX ABOVE NEW D.I.P. WATERLINE FITTING. TONING WIRE SHALL BE BROUGHT TO SURFACE INSIDE EACH TONING WIRE BOX LOCATED ABOVE D.I.P. FITTING.
- 2) WHEN WATER VALVES ARE NOT AVAILABLE FOR TONING WIRE STATIONS SURFACE TONING WIRE AT 500' SPACING.

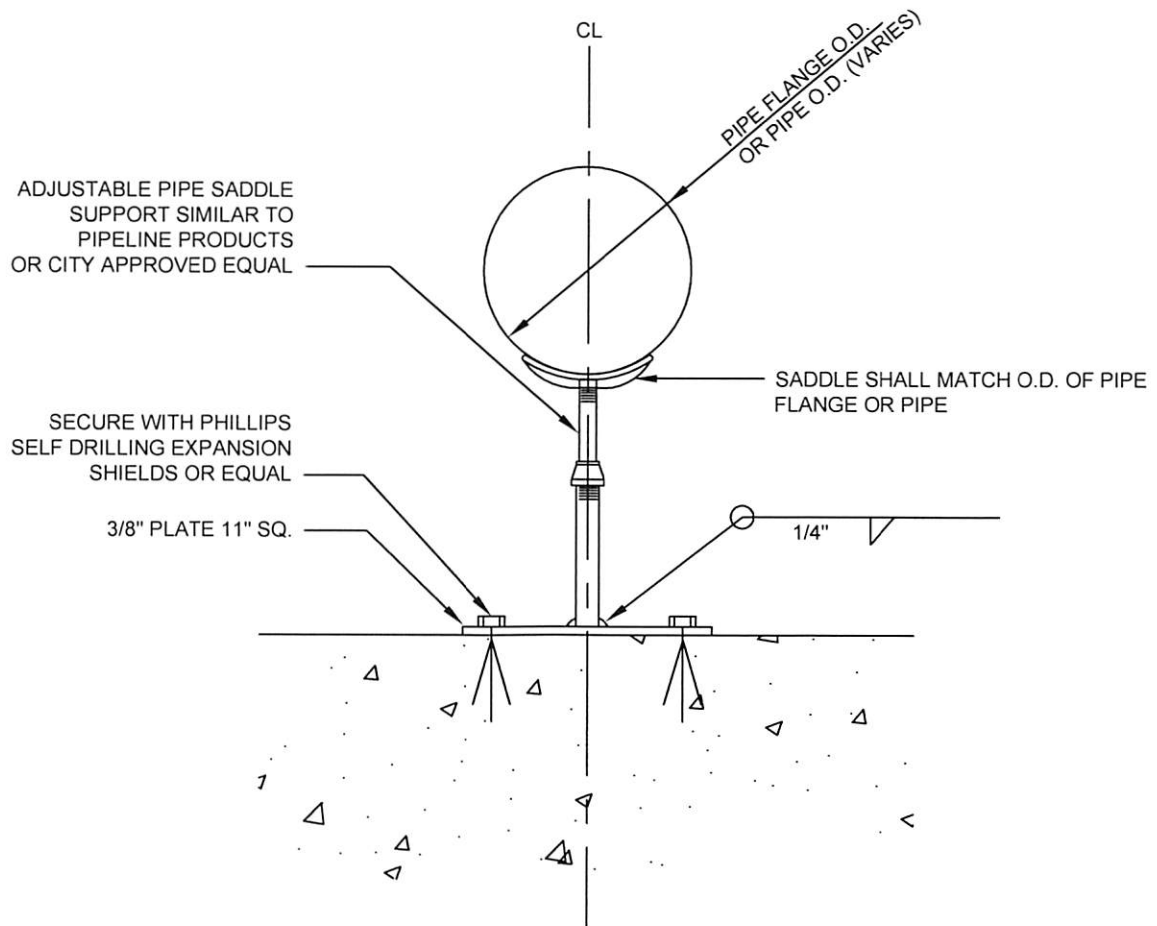


CITY OF BROOKINGS - STANDARD DETAIL

TONING / LOCATING WIRE BOX

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17



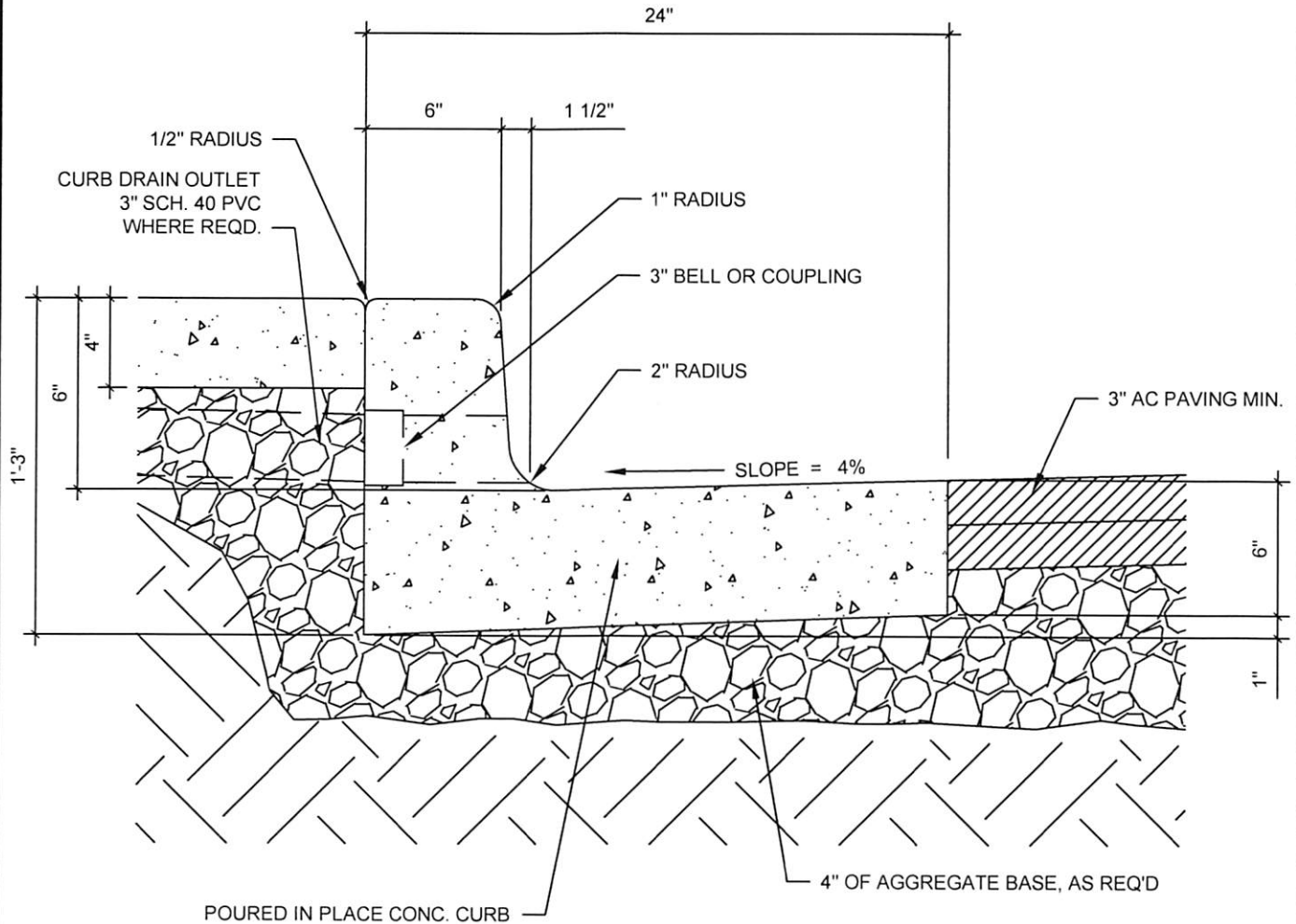
CITY OF BROOKINGS - STANDARD DETAIL

PIPE SUPPORT DETAIL

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17

4.54



NOTE:

1. REFER TO DETAIL 5.13 FOR CONTRACTION JOINTS
2. MINIMUM DIMENSION STANDARDS NOTED
3. CONCRETE PER SPECIFICATIONS



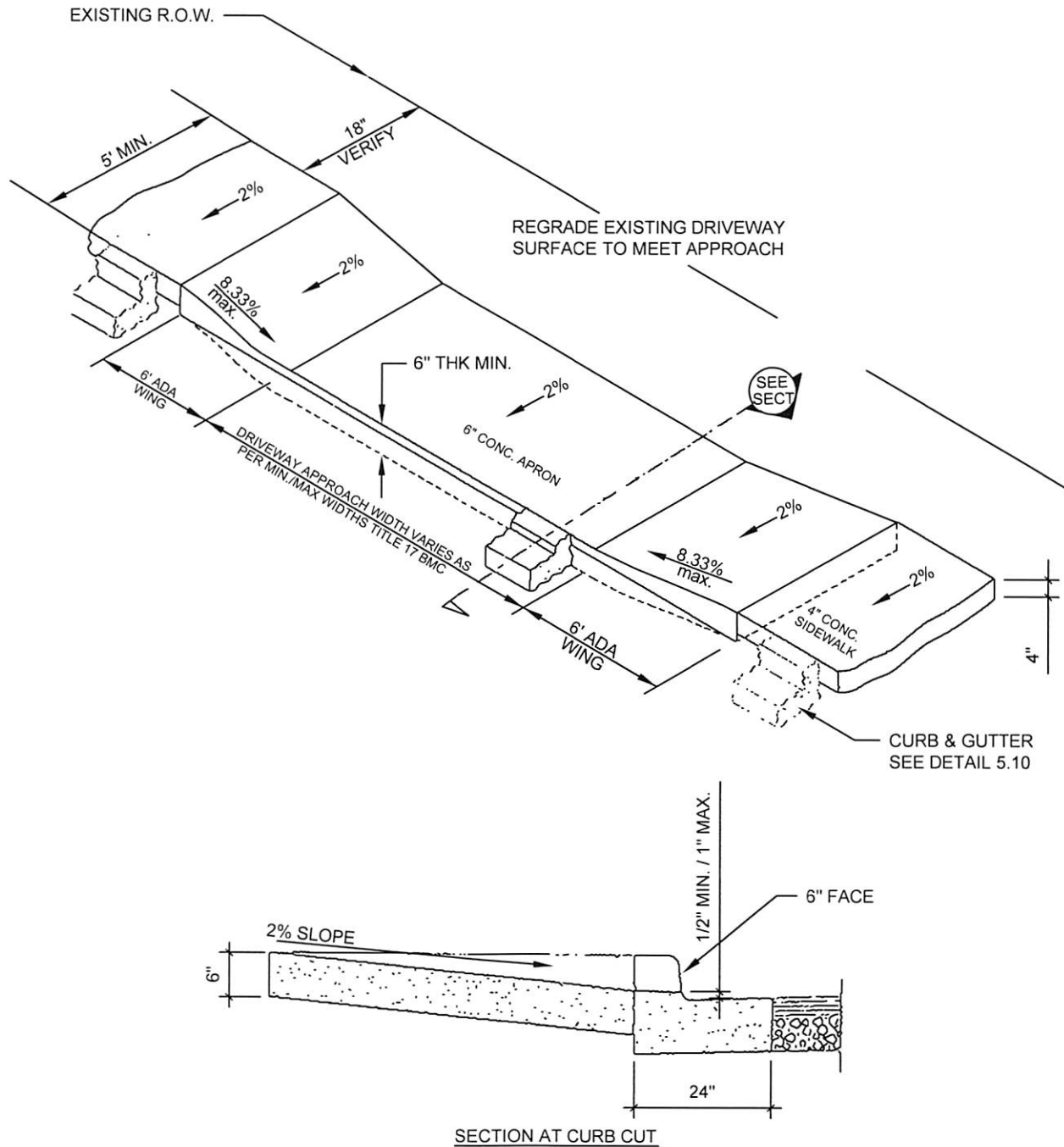
CITY OF BROOKINGS - STANDARD DETAIL

STANDARD CURB & GUTTER

5.10

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17



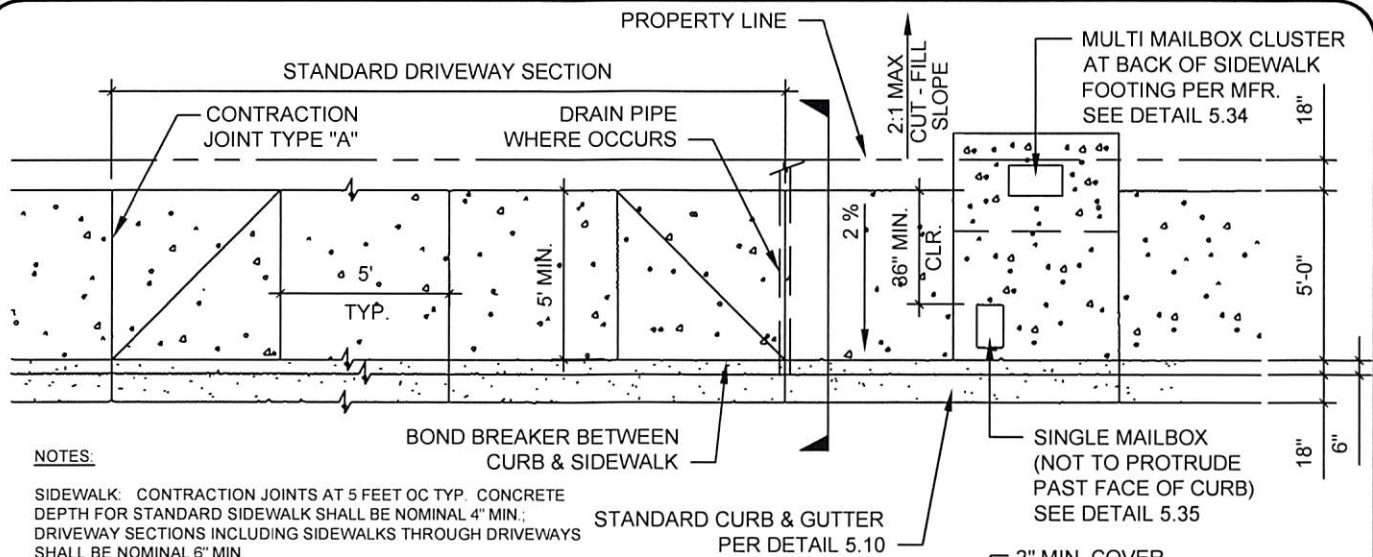
CITY OF BROOKINGS - STANDARD DETAIL

DRIVEWAY CURB CUT

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17

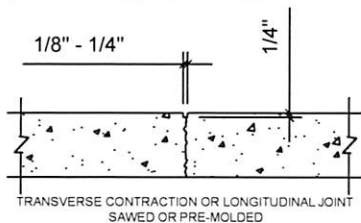
5.12



NOTES:

SIDEWALK: CONTRACTION JOINTS AT 5 FEET OC TYP. CONCRETE DEPTH FOR STANDARD SIDEWALK SHALL BE NOMINAL 4" MIN.; DRIVEWAY SECTIONS INCLUDING SIDEWALKS THROUGH DRIVEWAYS SHALL BE NOMINAL 6" MIN.

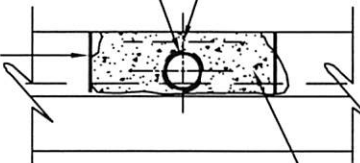
CURB: CONTRACTION JOINTS AT 15 FEET



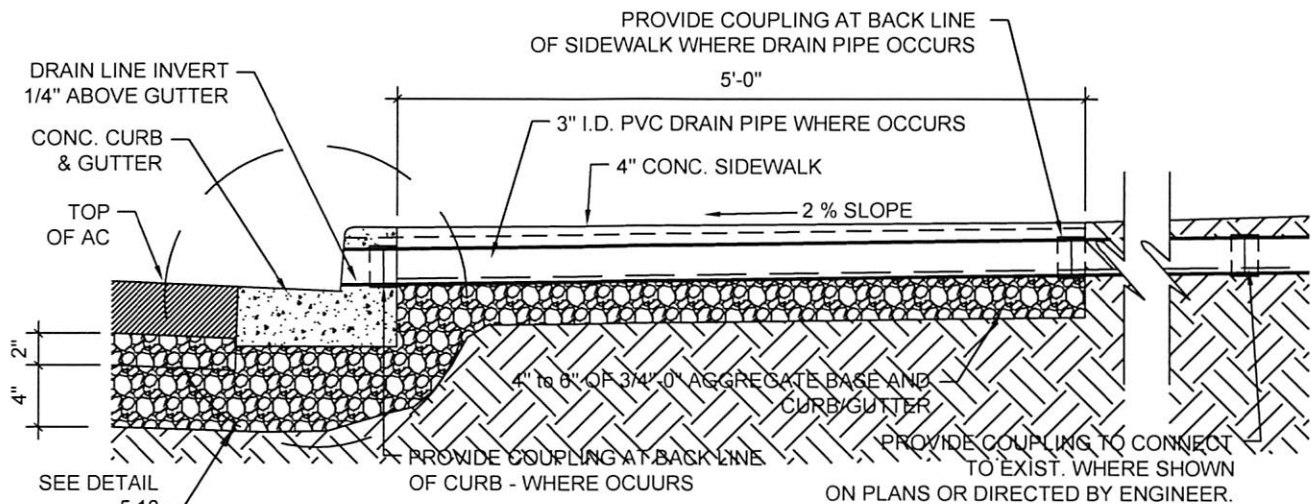
JOINT TYPE A

CONTROL (CONTRACTION) JOINTS

FOR INSTALLION IN EXISTING CURB, CUT, OUT NEATLY AS SHOWN.



CURB ELEVATION



SECTION

NOTE:

- (2) DRAINS PER LOT MAXIMUM. NO DRAIN TO BE INSTALLED WITHIN DRIVEWAY AREA OR WITHIN 1 FT. OF WATER METER BOX OR SEWER CLEANOUT.
- WHERE LOCATIONS PERMIT A CONTRACTION JOINT CENTERED OVER TOP OF PIPE MAY BE USED IN LIEU OF MESH. PRIOR APPROVAL BY CITY ENGINEER REQ'D.

* 3. IF ROLLED CURB USE 6" SIDEWALK



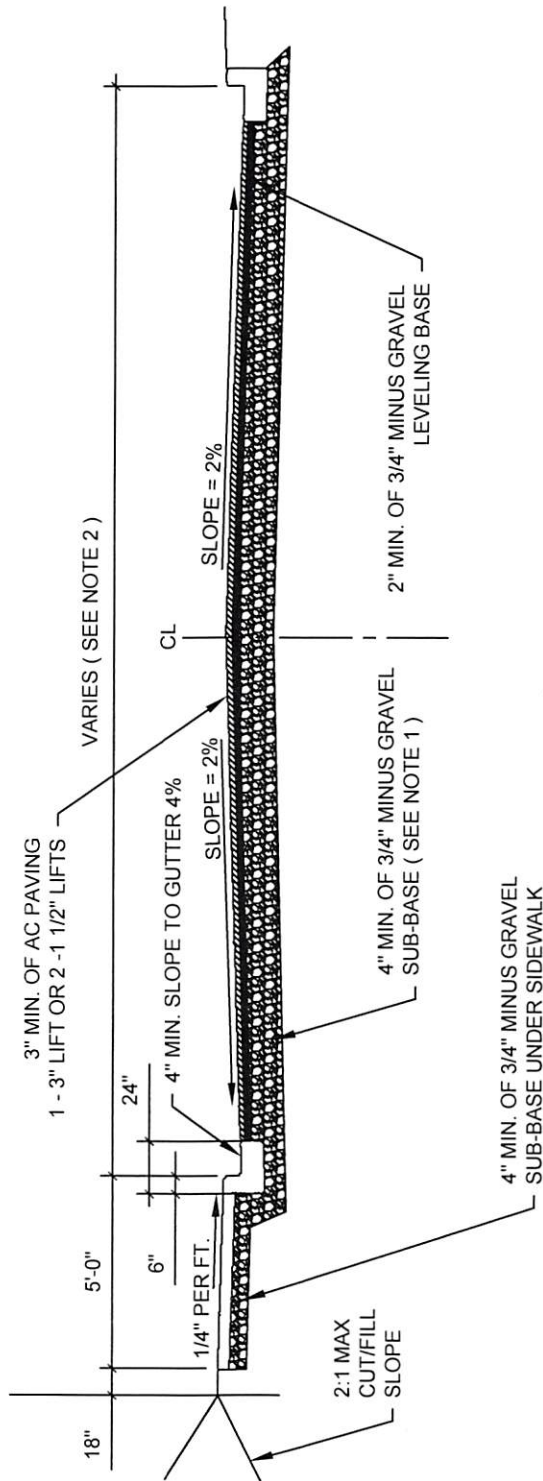
CITY OF BROOKINGS - STANDARD DETAIL

CURB & SIDEWALK PLAN

5.13

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17



SECTION

NOTE:

1. ACTUAL BASE REQUIREMENTS MAY BE ALTERED BY CITY DUE TO PARTICULAR SITE CHARACTERISTICS
2. WIDTH TO BE IN ACCORDANCE WITH CITY OF BROOKINGS SUBDIVISION ORDINANCE



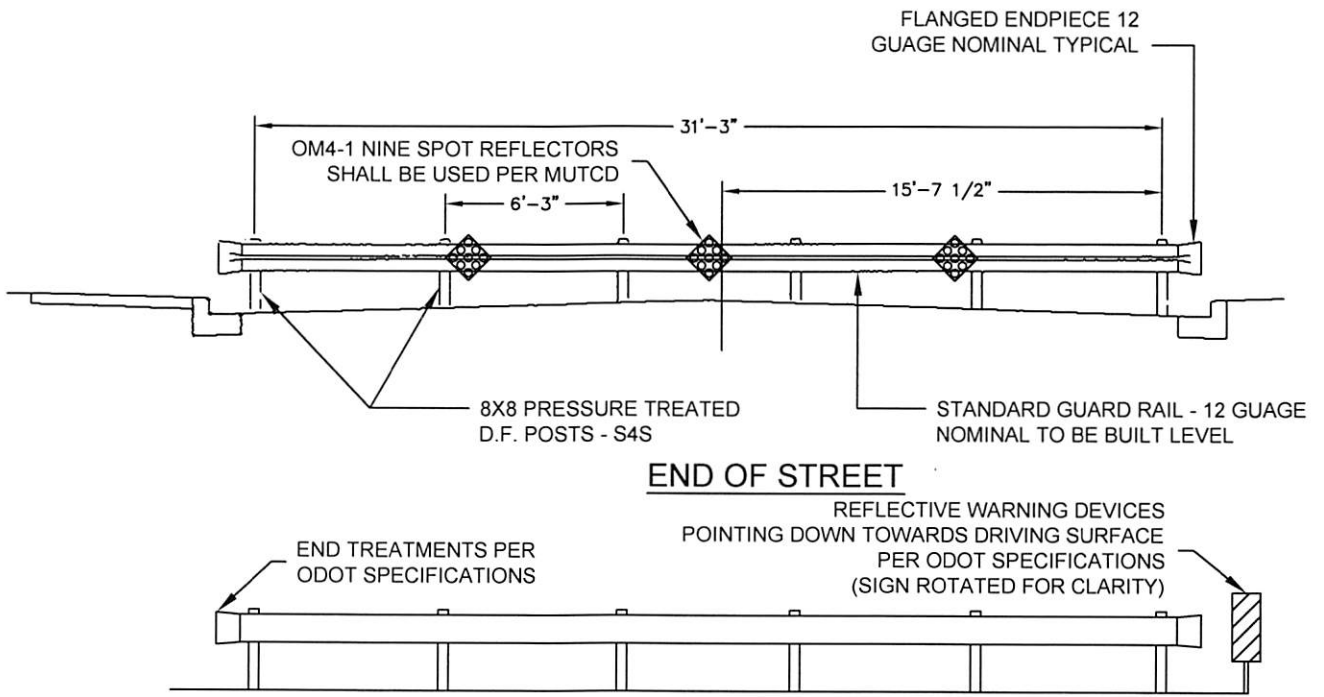
CITY OF BROOKINGS - STANDARD DETAIL

TYPICAL STREET SECTION

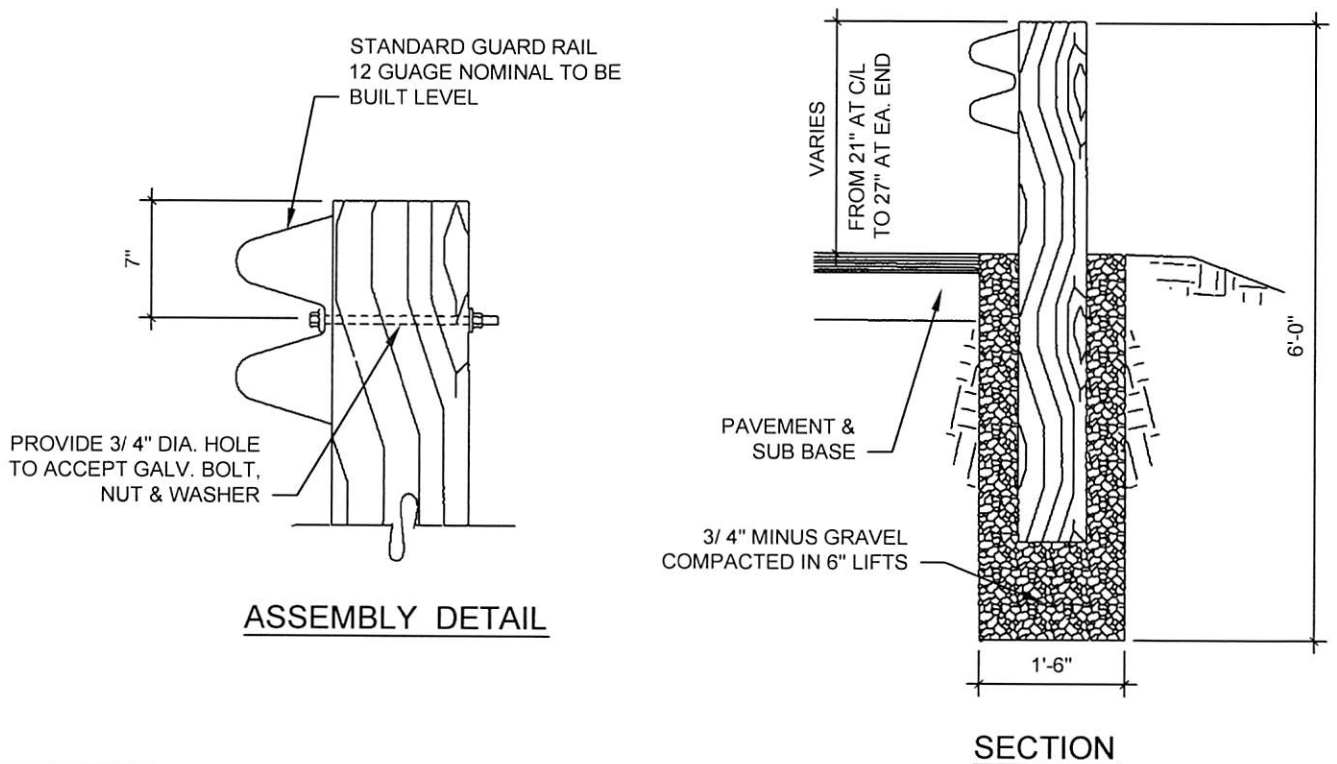
APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17

5.14



SIDE OF STREET



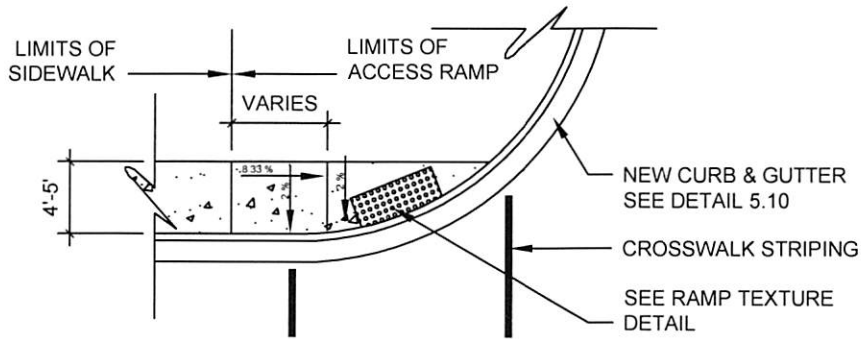
CITY OF BROOKINGS - STANDARD DETAIL

GUARD RAIL BARRIER

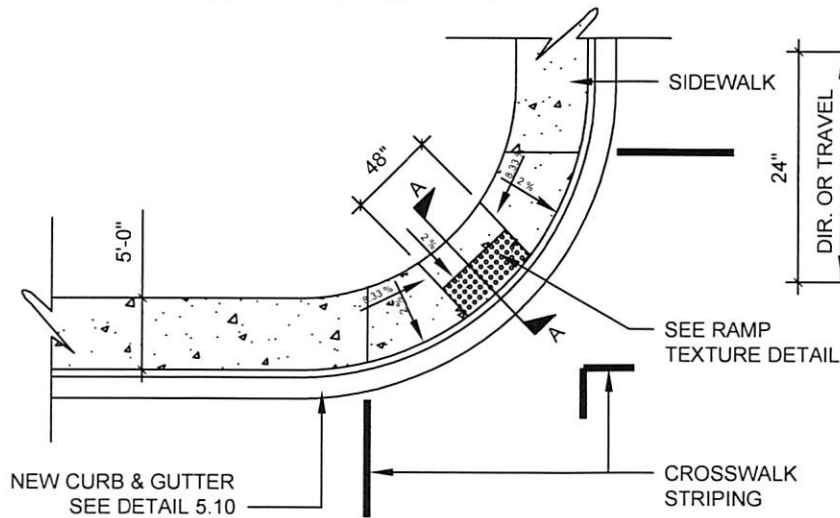
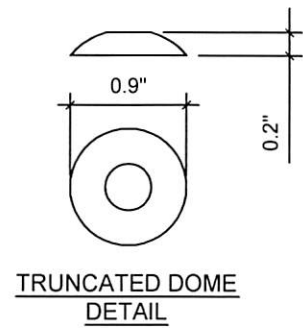
APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17

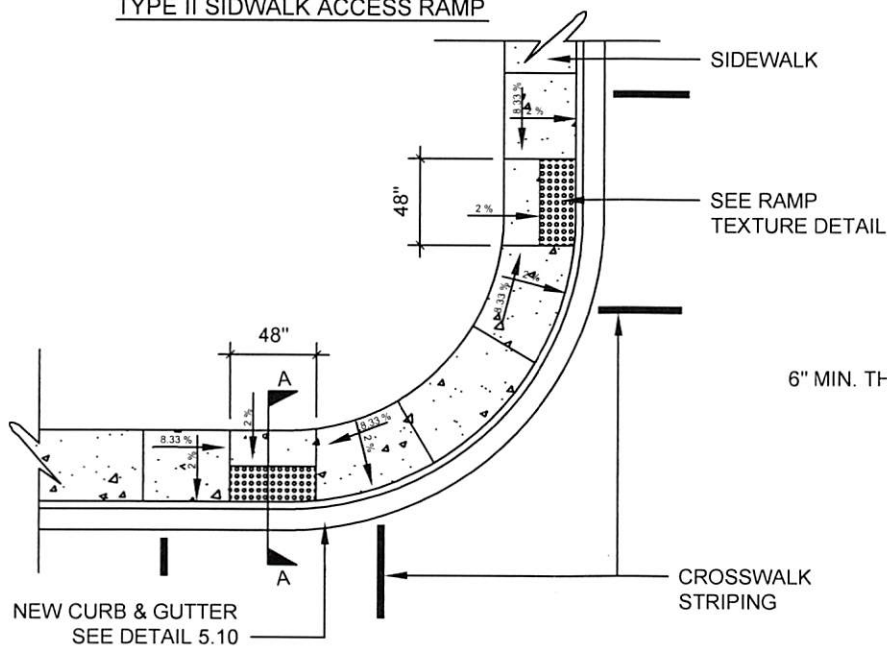
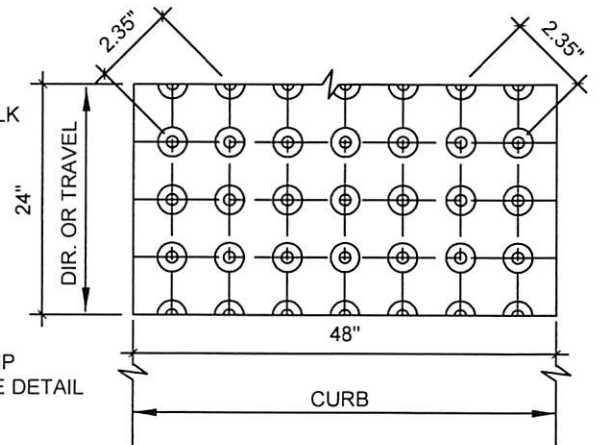
5.16



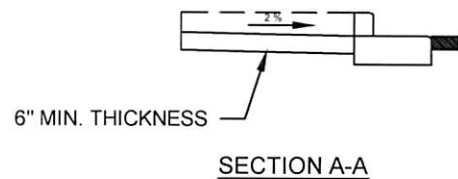
TYPE I SIDEWALK ACCESS RAMP



TYPE II SIDEWALK ACCESS RAMP



TYPE III SIDEWALK ACCESS RAMP



NOTES:

- 1) TRUNCATED DOMES SHALL BE ADA COMPLIANT TRAFFIC RATED PANELS



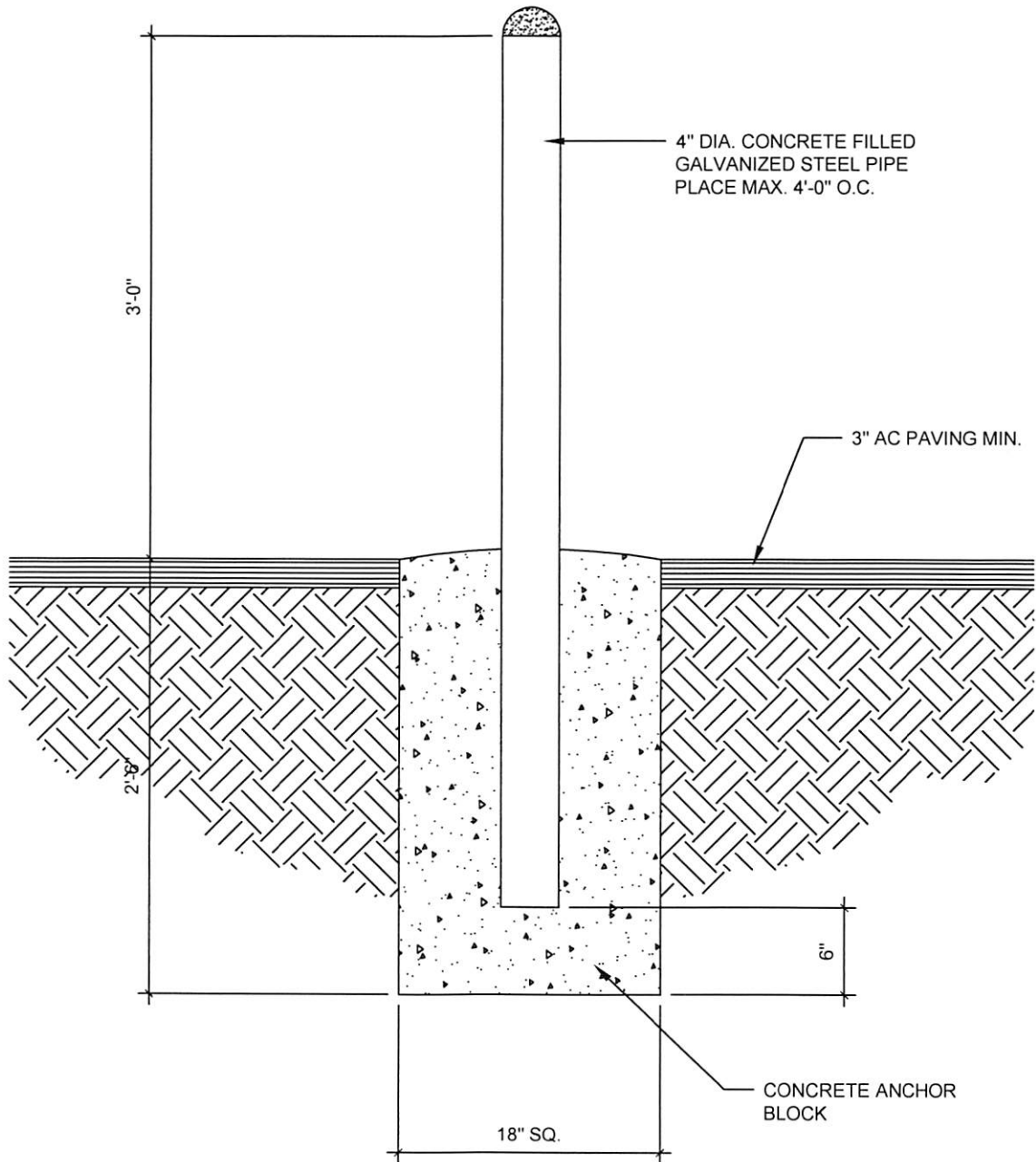
CITY OF BROOKINGS - STANDARD DETAIL

SIDEWALK ACCESS RAMP DETAILS

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17

5.17



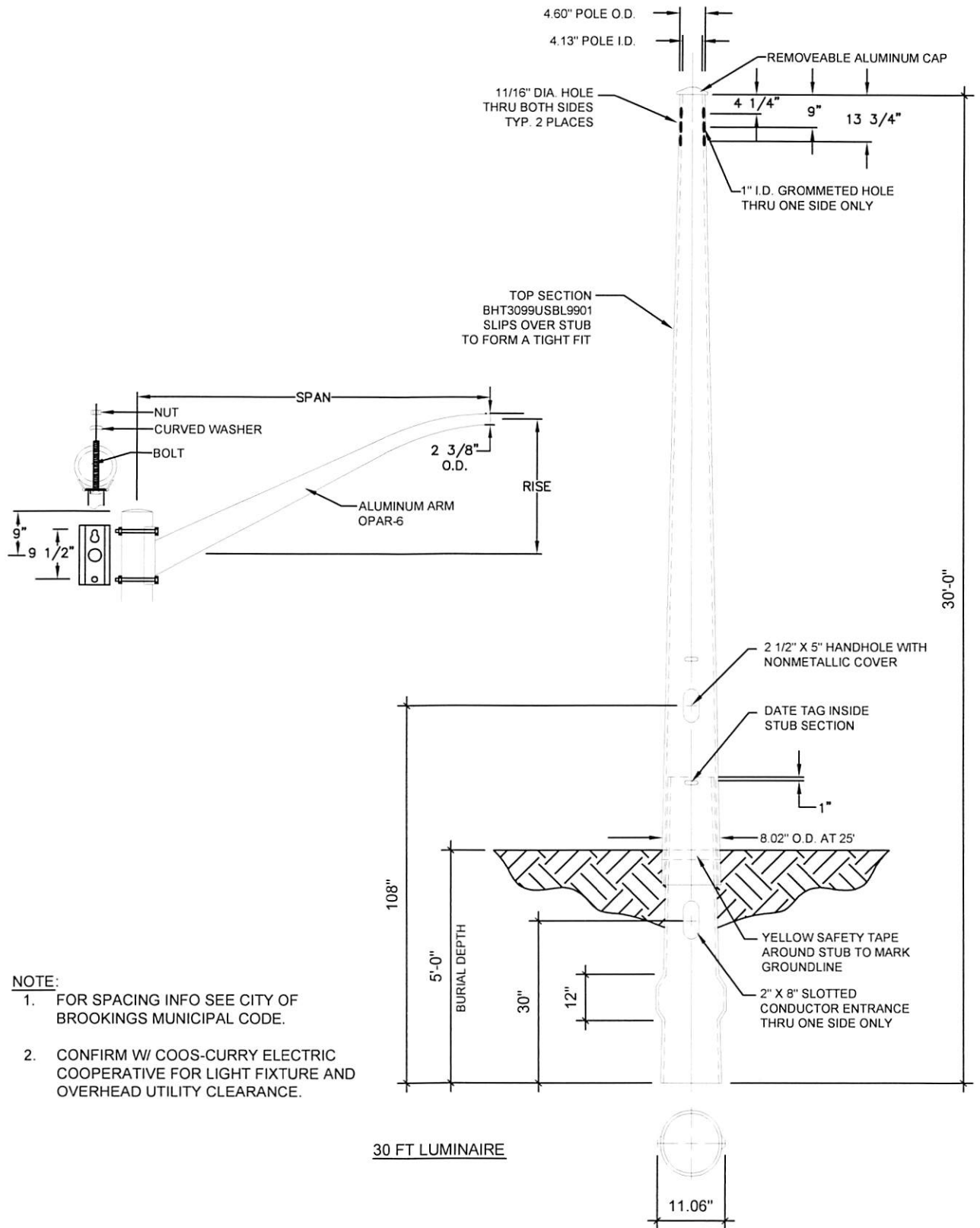
CITY OF BROOKINGS - STANDARD DETAIL

GUARD POST

APPROVED BY RESOLUTION 14-R-1024

DATE: 3/29/17

5.18



CITY OF BROOKINGS - STANDARD DETAIL

STANDARD STREET LIGHT

5.30

APPROVED BY RESOLUTION 14-R-1024


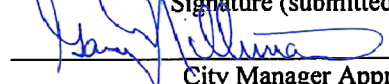
DATE: 3/29/17

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 10, 2017

Originating Dept: City Recorder



Signature (submitted by)

City Manager Approval

Subject: Master Fee Schedule Update

Recommended Motion:

Adopt Resolution 17-R-1101, updating the Master Fee Schedule and repealing Resolution 16-R-1075.

Financial Impact: Increase of 2.7% in revenues of specific fee categories per occurrence

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

To determine where changes are appropriate, staff has reviewed the 2016 Master Fee Schedule which Council adopted on May 23, 2016 pursuant to Resolution 16-R-1075.

The attached fee schedule for 2017 uses Consumer Price Index (CPI-U) of February 2017 to increase fees by 2.7%. Increases that resulted in less than a \$1.00 change are not proposed and those fees will remain the same as in 2016. Recommended changes to the 2017 proposed Master Fee Schedule, attached here as Attachment a, are indicated in red.

Following is a summary of proposed changes to the Master Fee Schedule:

- Any fee in the column entitled “New Fee” which is presented in red ink is an 2.7% increase to the existing 2016 fee pursuant to CPI-U February 2017 and is rounded to the nearest whole dollar.

Administrative General

GIS

- Fee for Large Format Printing has been increased to more closely match commercial rates
- Fee includes the cost of staff time
- Description of Digital Lidar Map has been renamed to “Custom Map” with an increase from \$35 to \$45 per hour
- The fee for Research/Analysis/Development has been removed

Notary Services

- City staff is no longer providing Notary Services to the public; therefore, the fee has been removed.

Transportation Network Company

- Council added Transportation Network Companies to the Brookings Municipal Code by adopting Ordinance 16-O-767 on December 12, 2016.
- Adds Transportation Network Company Fee of \$70.00
- Add Transportation Network Company Driver's Permit/Bi-Annual Fee of \$30.00

Public Works

Building Inspection Fees

- Adds wording that notes that Building Inspection Fees are pursuant to the State of Oregon Building Codes Division established fee guidelines

Sewer & Water

Sewer

- Adds a fee for Oil & Grease Trap Inspection of \$50 if inspection is done as a stand-alone or \$25 if the inspection is done in conjunction with a Backflow Inspection

Attachment(s):

- a. Resolution 17-R-1101
- b. 2016 Master Fee Schedule with proposed 2017 revisions

**CITY OF BROOKINGS
STATE OF OREGON**

RESOLUTION 17-R-1101

A RESOLUTION OF THE CITY OF BROOKINGS UPDATING THE BROOKINGS MASTER FEE SCHEDULE EFFECTIVE JUNE 1, 2017 , AND REPEALING RESOLUTION 16-R-1075.

WHEREAS, the City Council adopted the Brookings Master Fee Schedule under Resolution 09-R-910; and

WHEREAS, Resolution 09-R-910 established the method of updating the Brookings Master Fee Schedule (Fee Schedule) by Resolution, recognizing that the establishment of certain fees from time to time is necessary to recover the true cost of providing services; and

WHEREAS, Resolution 09-R-910 also provides that the City Council may apply an annual CPI adjustment to the Fee Schedule; and

WHEREAS, the last update to the Fee Schedule was in May 2016;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Brookings, Curry County, Oregon, that the 2017 Brookings Master Fee Schedule, attached herein as Exhibit A, is hereby adopted, and Resolution 16-R-1075 is repealed.

BE IT FURTHER RESOLVED, that the 2016 Brookings Master Fee Schedule will become effective on June 1, 2017.

Passed by the City Council _____, 2017 ; effective _____.

Attest:

Mayor Jake Pieper

City Recorder Teri Davis

<u>ADMINISTRATIVE - GENERAL</u>	<u>CURRENT FEE</u>	<u>NEW FEE</u>
Building Code Violation Appeal Fee (16)	\$154.00	\$158.00
Business Licenses		
Annual fee based on total number of employees reported on Form 132		
0-10	\$63.00	\$65.00
11-25	\$104.00	\$107.00
26-50	\$156.00	\$160.00
51-75	\$311.00	\$319.00
76-100	\$616.00	\$633.00
101-200	\$1,025.00	\$1,053.00
>200	\$1,562.00	\$1,604.00
Annual fee for businesses located outside City limits	\$78.00	\$80.00
Carnival and circus/per day	\$37.00	\$38.00
Temporary 90-Day	\$25.00 or 1/4 annual fee, whichever is greater	\$25.00 or 1/4 annual fee, whichever is greater
Copying of City Records < 200 pages (based on 8-1/2 x 11 side) (1)	B&W \$0.25 /Color \$0.35	B&W \$0.25 /Color \$0.35
Copying City Records using off-site services (when necessary)	Actual costs + staff time	Actual costs + staff time
Certified copies of City records (for notarized copies – see Notary fee)		
First page + copy costs	B&W \$1.00/Color \$1.10	B&W \$1.00/Color \$1.10
Each additional page (per side) + copy costs	B&W \$0.50/Color \$0.60	B&W \$0.50/Color \$0.60
Duplication of City audio/video recordings to CD or DVD		
Personal Copy	\$15.00	\$15.00
Certified Copy	\$20.00	\$20.00
Electronic document preparation (10)		
Electronic documents or files copied to CD or DVD	\$14.00	\$14.00
Electronic documents, <10MB and 10 files, sent electronically	No additional cost	No additional cost
Electronic documents, ≥10MB and/or 10 files, sent electronically	\$12.00	\$12.00
Paper to electronic conversion (per side) to PDF format, ≤ 11” x 17”	\$0.15 per side	\$0.15 per side
Event Permit Request		
Event Permit (18)	\$38 base/\$10 per recurrence	\$39.00
Barricade and Cone Delivery (19)	Determined by permit	
Refundable Barricade/Cone Use	\$312.00	\$320.00
Fax - per page (single sided – 8-1/2 x 14 max)	\$1.00	\$1.00

<u>ADMINISTRATIVE - GENERAL (Continued)</u>	<u>FEE</u>	<u>NEW FEE</u>
GIS		
8-1/2 x 11 Curry County Print (per single sided page)	B&W \$0.25; Color \$0.35	B&W \$0.25; Color \$0.35
11 x 17 Curry County Print (per single sided page)	B&W \$2.40; Color \$2.50	B&W \$2.40; Color \$2.50
Large Format Print (> 11x17; based on square footage)	B&W \$0.50; Color \$1.00	BW \$3/sq ft Color \$9/sq ft
Large Format Scanning (> 11 x 17, per single side sheet)	\$20.00/sheet	\$20.00/sheet
Digital Lidar Map Custom Map	\$35.00/hour	\$45.00/hour
Research/Analysis/Development	\$35.00/hour	
Legal review of public records for exempt determination (2)	Actual legal costs	Actual legal costs
Lien Search	\$25.00	\$25.00
Liquor License Application – New/Annual Renewal	\$25.00	\$25.00
Liquor License Application – Temporary/Annual	\$25.00	\$25.00
Meeting Room Rental – Council Chambers	\$20.00/hour	\$20.00/hour
Meeting Room Rental – Fire Hall	\$10.00/hour	\$10.00/hour
Monitoring of public review of City files	\$36.00/hour	\$36.00
Notary Services – each signature –	\$10.00	
Payment Agreement- Set-up		
Set-Up Fee	\$104.00	\$107.00
Late Fee	\$35/month	\$35.00
Loan Rate	9%	9%
Records Search	\$37.00/hour	\$38.00
Returned (NSF) Check	\$37.00	\$38.00
Taxicab Driver's Permit/ Bi-Annual	\$30.00	\$30.00
Taxicab License/ Per Vehicle/Annual	\$68.00	\$70.00
Taxicab Photo Update	\$10.00	\$10.00
Transportation Network Company		\$70.00
Transportation Network Company Driver's Permit/Bi-Annual		\$30.00
Vacation – General (12)	\$1,253.00	\$1,287.00

<u>COURT</u>	<u>FEE</u>	<u>NEW FEE</u>
Community Service Sign Up Fee	\$50.00	\$51.00
Court Fee (Generally)	\$50.00	\$51.00
Driver's License Sanctions	\$15.00	\$25.00
Failure to Appear	\$25.00	\$25.00
Payment Plan Fee	\$25.00	\$25.00
<u>FIRE</u>	<u>FEE</u>	<u>NEW FEE</u>
Burn Permits	\$10.00	\$10.00
Burn to Learn	\$1,521.00	\$1,562.00
Insurance Company Report	\$25.00	\$25.00
Copies of County Road Directory	\$15.00	\$15.00
Roadway Wash Down	\$104.00	\$107.00
<u>PARK FACILITY / DAILY USE FEES (3)(4)</u>	<u>FEE</u>	<u>NEW FEE</u>
Capella Use Fees		
Basic Use Fee	\$103.00 /hour w/2 hour min	\$107.00 /hour w/2 hour min
Musical Event Fee (non-profit only - minimum 3 event series)	\$20.00/hour w/2 hour min	\$20.00/hour w/2 hour min
Security Deposit	\$208.00/event	\$214.00/event
Other Park Facilities		
Bandshell/Stage Use: <i>non-resident add 50%, non-profit subtract 50%</i>	\$42.00	\$43.00
Concession Stand w/restrooms	\$78.00	\$80.00
Concession Restrooms Only	\$25.00	\$25.00
Folding Picnic Table / each, per event (8)	\$20.00	\$20.00
Key replacement	\$25.00	\$25.00
Park Use/Commercial		
City Resident		
1-100	\$42.00	\$43.00
>Each additional 100	\$42.00	\$43.00
Non-City Resident		
1-5	\$104.00	\$107.00
6-30	\$156.00	\$160.00
31-60	\$312.00	\$320.00

<u>PARK FACILITY / DAILY USE FEES</u> (Continued)	<u>FEE</u>	<u>NEW FEE</u>
61-100	\$417.00	\$428.00
>Each additional 100	\$53.00	\$54.00
Park Use/Standard		
City Residents; <i>non-resident add 50%, non-profit subtract 50%</i>		
0-200	\$42.00	\$43.00
201-400	\$77.00	\$79.00
401-600	\$154.00	\$158.00
601-1000	\$257.00	\$264.00
> Each additional 100	\$41.00	\$42.00
<u>PLANNING</u>	<u>FEE</u>	<u>NEW FEE</u>
Annexation (5)	\$5,173.00	\$5,313.00
Appeal to City Council (9)	Equal to Application Fee	Equal to Application Fee
Appeal to Planning Commission	\$156.00	\$160.00
Combined Preliminary/Final Plat Approval	\$832.00	\$854.00
Comprehensive Plan Amendment (5)	\$3,737.00	\$3,838.00
Conditional Use Permit (Generally)	\$2,649.00	\$2,721.00
Detailed Development Plan (5)	\$7,419.00	\$7,619.00
Extension of Time SUB/CUP	\$53.00	\$54.00
Home Occupation	\$41.00	\$42.00
Lot Line Adjustment/Lot Line Vacation	\$146.00	\$150.00
LU Compatibility Statements	\$42.00	\$43.00
Master Plan Development (5)	\$8,744.00	\$8,980.00
Minor Change	\$1,020.00	\$1,048.00
Partition	\$2,040.00	\$2,095.00
Mural Application	\$78.00	\$80.00
Permit Clearance Review	\$172.00	\$177.00
Planned Unit Development (5)	\$4,557.00	\$4,680.00
Pre-Application Services (6)	\$536.00	\$550.00
Re-Notification	\$141.00	\$145.00
Sign Approval	\$135.00	\$139.00
Street Naming	\$100.00	\$103.00

<u>PLANNING (continued)</u>	<u>FEE</u>	<u>NEW FEE</u>
Subdivision (5)	\$2,109.00	\$2,166.00
Subdivision Final Approval	\$156.00	\$160.00
Subdivision Replat (5)	\$2,082.00	\$2,138.00
Variance	\$2,482.00	\$2,549.00
Vacation – Land Use (12)	\$2,509.00	\$2,577.00
Workforce Housing Accessory Dwelling Registration Fee	\$53.00	\$54.00
Zone Change (without Comp Plan Amendment)	\$2,800.00	\$2,876.00
<u>POLICE</u>	<u>FEE</u>	<u>NEW FEE</u>
Fingerprinting – per card	\$10.00	\$10.00
Intoxilizer	\$5.00	\$5.00
Police Reports/per report	\$10.00	\$10.00
Urinalysis	\$5.00	\$5.00
<u>PUBLIC WORKS</u>	<u>FEE</u>	<u>NEW FEE</u>
Building Inspection Fees		Pursuant to the State of Oregon Building Codes Division established fee guidelines
Public Works / Right-of-Way Plan Review (5) (13)	\$76.00/plan sheet	\$78.00/plan sheet
Public Works / Right-of-Way Permit and Inspection (7)(17)	\$82.00 or 5% of project value, whichever is greater	\$84.00 or 5% of project value, whichever is greater
Right to Use/Encroachment Permit (17)	\$42.00	\$43.00
Hydrology report review (5)	\$203.00	\$208.00
TV Inspection Fee	\$175/hour w/2 hour min	\$180/hour w/2 hour min
<u>SEWER & WATER</u>	<u>FEE</u>	<u>NEW FEE</u>
<i>Sewer</i>		
4” Sewer Tap-in (14)	Actual time & materials with minimum of \$3,756	Actual time & materials with minimum of \$3,857
6” Sewer Tap-in (w/o existing lateral to property line) (14)	Actual time & materials with minimum of \$5,043	Actual time & materials with minimum of \$5,179
BOD/SS Compiler (15)	\$152.00/week	\$156.00
Flow Meter Data Logger (15)	\$152.00/week	\$156.00

Oil & Grease Trap Inspection		\$50 stand alone/\$25 if done w/Backflow Insp
<u>SEWER & WATER (continued)</u>	<u>FEE</u>	<u>NEW FEE</u>
Water		
Annual Backflow Inspection	\$101.00	\$104.00
Meter Drop-in Connection Fee		
5/8 x 3/4"	\$248.00	\$255.00
3/4"	\$279.00	\$287.00
1"	\$406.00	\$417.00
1-1/2"	\$1,601.00	\$1,644.00
2"	\$1,905.00	\$1,956.00
4" (14)	Actual time & materials with estimated deposit	Actual time & materials with estimated deposit
Hydrant Meter Installation (includes uninstall)	\$100	\$103.00
Service Extension inside City limits		
1 inch single service	\$3,788.00	\$3,890.00
2 inch single service	\$5,137.00	\$5,276.00
2 inch dual service	\$6,008.00	\$6,170.00
4" Service and larger	Contractor only	Contractor only
Service Extension Outside City Limits	Add 20% to inside City limit fees	Add 20% to inside City limit fees
4" Service and larger	Contractor only	Contractor only
<u>SWIMMING POOL USE</u>	Established annually by City Manager or designee.	

Notes:

- (1) All copy charges are calculated based on a single-sided 8 ½ x 11 page. An 8-1/2 x 14 page will be charged
- (2) Determination of need for legal review must be made by the City Manager.
- (3) A refundable deposit will be charged equaling the total daily use fee, per application.
- (4) Park Use Fees will be waived for-the Azalea Festival, American Music Festival, Natures Coastal Holiday
- (5) Base fee. If the City cost for processing the application exceeds the base fee, the applicant will be liable for,
- (6) Pre-application meeting fee will be applied to the application fee if the application is submitted within one
- (7) Fee is collected at time of permit issuance.
- (8) Tables may be rented at a reduced 50% rate with a minimum of 5 tables when both pick-up and delivery are
- (9) Appeal fee will be equal to the applicable application fee and adjusted, up or down, based on final cost
- (10) Fees noted are in addition to applicable records search fees. Any request requiring more than 1 hour of staff
- (11) Fee to be determined per event; based on staff requirements for pick-up, delivery and placement of
- (12) Vacations requiring an additional hearing before the Planning Commission will be charged at twice the
- (13) One-time fee. Incomplete submittals will not be accepted.
- (14) Deposit based on estimate to be applied to actual cost of time and materials. Any deposit amount exceeding
- (15) Subject to availability.
- (16) If appellant prevails, appeal fee will be refunded.
- (17) Fee will be doubled for failure to obtain permit in advance of performing work.
- (18) Non-contiguous recurring events will be charged the base fee for the first event and \$10 for each recurrence during a calendar year.
- (19) Barricade/cone fee for non-contiguous recurring events will be applied only once.

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 10, 2017


Signature (submitted by)

Originating Dept: City Manager

City Manager Approval


Subject: Request for Qualifications for Contracting Treatment Services

Recommended Motion:

Motion to authorize staff to issue a Request for Qualifications for the contract operation of water and wastewater treatment services.

Financial Impact:

Potential long term cost savings.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

The growing cost of maintaining public employees, economies associated with contractors who manage multiple like-facilities, and difficulties experienced in recruiting and retaining employees with special skills are factors that have driven the move to contracting some public services in a number of communities.

Several years ago, the City Council discussed contracting with the private sector for parks maintenance. The City developed a request for proposals to contract this service and received proposals twice. As a result of this experience it became obvious that there was no local contractor with the capacity to perform this service. Additionally, a portion of the parks maintenance function has historically been integrated into duties performed by Public Works employees.

The City Council has continued to express interest in exploring the possibility of contracting for services as a cost reduction measure.

Brookings already contracts for certain services, including legal (City Attorney), engineering (The Dyer Partnership), preparation of master plans, City Hall/Frontage Road landscape maintenance; garbage collection and disposal (through a franchise agreement); flower basket and downtown street tree maintenance (Flora Pacifica); building and park restroom maintenance (janitorial); vehicle repair; sewer cleaning; vehicle maintenance; communications tower management; fire operations (we have a \$27,000/year contract with the Brookings Volunteer Fire Department Inc.) and now golf course maintenance/operations. The City also contracts for many specific services as needed, such as electrical repair, street construction, and equipment repair.

Contracting with the private sector for public services is fairly common, more so in California. There are several cities in California that contract with the private sector for virtually all services except public safety (about 40 per cent of cities in Los Angeles County contract with the Sheriff's Department for police services), and the California Contract Cities Association has 70 members. The City Manager has personally managed contracts for administrative services, including payroll and accounting; landscape maintenance; building inspection; recreation services; street sweeping; planning; zoning administration.

Communities are often reluctant to contract for certain services such as law enforcement because they see having their own city police department as a part of their community identity, and don't want to hand policies for how this service is provided in their community to the leadership of some other jurisdiction. In Curry County, Brookings provides a superior level of law enforcement services and it is likely that the level of service would be diminished by contracting with Curry County.

Contracting services relinquishes a level of control and convenience over providing services because private contractors function as independent entities utilizing their own methods and means to fulfill the service.

Contracting can also lead to *higher* costs associated with special services commonly provided by City employees. For example, City public works employees respond to after-hour emergencies, perform functions during special events and are utilized to address special needs. Public Works employees, for example, were assigned for several days to assist at the Salmon Run Golf Course to address maintenance needs during the transition from the private lessee to the new contract manager.

There are also concerns that a private contractor may not adequately maintain facilities during the term of the contract, and the City may be left with a large liability for deferred maintenance at the end of the contract period. We recently experienced this situation with the golf course when the lease was terminated in 2016.

Some other benefits of having an in-house public works operation would also be lost. City public works employees have completed a number of projects called for in the City's water, sewer and storm drain master plans. These projects were designed and constructed with City public works employees, who now also have the ongoing responsibility for maintenance. Having maintenance employees involved in the design and construction of improvements is extremely important. Public Works Supervisor Richard Christiansen worked closely with design engineers on the Airport Infrastructure Project. His knowledge of the City systems and vision of how the system would operate once constructed influenced many aspects of the project design and we will have a much better project as a result.

One area where contracting has become more commonplace has been the operation of wastewater treatment plants (WWTP). For example, Coos Bay has contracted the operation of its WWTP to the private company CH2M for over 20 years. CH2M contract operates 25 WWTPs in Oregon/Washington/Idaho, and there are several other companies performing the same service. This has proven successful primarily because CH2M employs a cadre of certified operators, has the resources to stay current in the regulatory and technological spheres, and can take advantage of lower supply costs as they can enter into bulk contracts. However, this is not without problems. The City of Coos Bay was recently fined \$8,000 in connection with a sewage

discharge from its WWTP...which is under the management of CH2M; CH2M is paying the fine as the cause of the spill was operator error.

The City of Ontario, Oregon, (pop. 11,500) has taken public works contracting to a new level. They have recently renewed their agreement with CH2M through which they contract for **all** public works services, including water/wastewater treatment, distribution, collection, street maintenance, park maintenance, storm drains, building inspection, public works management and engineering. Ontario received the 2015 League of Oregon Cities Award for Excellence for its “innovative and progressive approach” to providing services. However, it is not entirely a “rosy picture” in Ontario as indicated by the attached August 7, 2016, letter to the editor.

Contracting services rather than having employees performing these services have many pros and cons. We certainly have more flexibility utilizing our own employees, and more accountability over their performance. Among the advantages of contracting is the impact of reducing overhead administration, which impacts duties performed in other departments such as payroll, purchasing and human resources.

Other considerations include employee management issues related scheduling during staff shortages when employees are on medical leave; overtime disputes; call back/stand-by disputes; and safe working practice compliance. The benefit cost for a treatment plant or public works employee has risen to an average of about 60 per cent of salary; the workers compensation rate alone is 8.9 per cent of salaries for public works employees, the highest rate for any group of City employees. The City pays a retirement contribution for all new employees of 33.78 per cent. Recently, the cost of attending an operator’s conference in Hood River in order to maintain education requirements for a certified operator was \$2,605 including salary, travel and expenses.

Contracting services has the potential for reducing *operating* costs, but also has the potential for experiencing a reduced level of service and higher *overall* costs. City public works employees, for example, perform duties as needed that are laced into other community services such as supporting special events and maintaining public buildings, or responding to needs at parks and the golf course, and responding to disaster emergencies.

The City Council has discussed this matter at two workshops, including one at which representatives of CH2M made a presentation concerning the contract operation of treatment services. A copy of the power point from that presentation is attached. Note also that, according CH2M, the contracting company often hires existing employees when they assume the operation of the plant facilities.

Public Works/Development Services Director Paul Stevens has prepared a Request for Qualifications that can be used in soliciting proposals from qualified contractors to perform the treatment function for the City.

Attachment(s):

- a. Request for Qualification for treatment services.
- b. CH2M power point presentation.
- c. Utility Services Request for Qualifications issued by the City of Ontario.
- d. City of Ontario contract agreement with CH2M.
- e. CH2M HILL summary of northwest operations.
- f. City of Coos Bay Request for Proposal for sewer treatment and collection management services.

Request for Qualifications

Full Contract Management, Operations, and Maintenance Program

I. General

The City of Brookings, Oregon (CITY), is seeking Statements of Qualification (SOQ) from firms capable of operating and maintaining its water and wastewater treatment facilities. The scope of work includes full service contract operations and maintenance (O&M) of the following facilities and departments:

- 15.6 mgd Wastewater Treatment Plant
- 2.6 mgd Water Treatment Plant
- 13 Wastewater Lift Stations
- 4 Water Pump Stations
- 7 Reservoirs
- 1 Ranney Collector

The objective of this full service contract operations project is to effectively and efficiently operate, maintain, and manage the City's water and wastewater systems. The water and wastewater treatment facilities shall be operated in full compliance with all applicable regulations, statutes, and local ordinances. Contractor shall maintain the assets to reliably treat water and wastewater while seeking to improve the assets' useful life cycles; and consider innovations to lower the capital and operating costs of any and all aspects of operations.

Full-service contract operations require the Contractor to employ all O&M staff and pay all chemical and power costs, with the Contractor fully responsible for all aspects of facility management, operation, and maintenance. The scope of work for the contemplated project includes full-service contract O&M of the CITY'S water and wastewater treatment systems for an initial period of five (5) years with option to extend the contract for additional five (5) year terms. Contractors should demonstrate experience operating similar facilities.

To be considered for evaluation, written statements must be received by **TBD, 0:00 pm** local time. SOQ's received after this deadline will not be considered. Five (5) copies of the SOQ shall be mailed or hand delivered in a sealed envelope to the following address:

Gary Milliman, City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415

The outside of the envelope must be clearly marked "STATEMENT OF QUALIFICATIONS—CONTRACT OPERATIONS AND MAINTENANCE, Water and Wastewater Treatment, Brookings, OR." No other distribution of SOQs will be allowed by the proposers.

To minimize disruption of staff, facility tours as well as any and all questions, clarifications, or requests shall be requested in writing to the City Recorder, at the City of Brookings, OR.

Contact with elected officials is prohibited and will be cause for disqualification from the selection process. Hiring of local political consultants or lobbyists is strongly discouraged. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit statements, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting SOQs. The CITY reserves the right to respond or not respond to any questions, clarifications, or requests.

II. General Intent

It is the intent of the CITY to investigate the possibility of contracting the O&M of the CITY'S water and wastewater treatment systems. A selection committee will evaluate submittals and shortlist one firm for further consideration. However, the CITY reserves the right to terminate this process at any time, and no guarantee is expressed or implied that obligates the CITY to contract operation of said facilities.

The Proposer shall meet all the requirements of federal, state, and local laws, regulations, standards, permitting requirements, orders, ordinances, and any and all future amendments thereto.

III. Evaluation and Selection Process

After the SOQs have been received, they will be evaluated by a committee comprised of CITY representatives. No lobbying of selection committee members or elected officials will be permitted or tolerated during the review process. Said committee, using their sole discretion and judgment, will shortlist one firm for further consideration.

It is understood that the information contained in this SOQ and the experience and innovative approaches demonstrated therein shall be the general basis for selection of a Respondent to provide these professional services. The CITY expects to select the most qualified Respondent based on qualifications, abilities, experience, technical expertise, financial strength, corporate resources and depth, and innovative approaches. The CITY will begin negotiations with the selected highest scoring Respondent. Should the negotiations fail to result in a timely executed agreement, the CITY may elect to terminate negotiations with the first ranked Respondent and begin negotiations with another Respondent, or cancel the process.

IV. Required Contractor Information

This section establishes standards of experience and financial capability that the CITY requires for a Respondent to be considered qualified. The CITY, in its sole discretion, will decide if a Respondent meets the standards. Please note, the Respondent is the entity responding to this solicitation and not a parent company, joint venture partners, or other corporate affiliates. The CITY reserves the right to waive one or more or portions of the following requirements if deemed in the best interest of the CITY.

Respondent must:

1. Have been in the business of providing full contract operation for operation, maintenance, and management (O&M) of water and wastewater treatment systems for at least five (5) years. Full contract operations means, at a minimum, providing all labor and management and paying operations and maintenance expenses.

2. Operate at least five (5) water and wastewater systems equivalent to or larger than the City's systems.
3. Have at least five (5) years of continuous working experience with the State of Oregon's (or another similar state) regulatory agencies.
4. Have at least five (5) years of continuous experience providing water and wastewater Treatment plant management services to municipalities.
5. Submit evidence of bonding capability in the annual contract amount. The amount of the bond may be modified depending upon the final scope of services.
6. Have demonstrated successful project transition experience.
7. Have verifiable existing support resources.
8. Have established systems and procedures for quality control, quality assurance, safety, maintenance, regulatory compliance and cost control.

Additionally, interested firms must respond to each of the following requests/questions in a clear and comprehensive manner.

- A. Provide the full name, tax identification number, and main office address of the entity (hereinafter referred to as the "Contractor") which would ultimately enter into a contract with the CITY.
- B. Identify when the Contractor was organized, and if a corporation, where incorporated and how many years engaged in providing full service contract operations under that name. Provide a comprehensive description of Contractor's corporate ownership history. Fully identify and explain any changes in corporate ownership and/or operating name. Describe parent company relationship and history of parent company.
- C. Provide a comprehensive reference list of all facilities (water or wastewater) where the Contractor currently provides full-service contract operations.

The above-described comprehensive reference list shall include **only full-service contract operations contracts**. Full-Service Contract Operations is defined as where the Contractor employs all treatment facility O&M staff, pays all chemical and power costs, and is fully responsible for all aspects of facility management, operation, and maintenance.

Contractor shall not include listings on the reference list that are:

- i. Facilities owned or operated by a parent or holding company, or by other subsidiary of said parent or holding company.
- ii. Facilities where the Contractor does not provide full-service contract operations. Facility startup or operations troubleshooting are not considered full-service contract operations (i.e., startup for facility that was designed by Contractor's parent engineering firm).
- iii. Facilities where the Contractor provides "management consulting" services only (i.e., Contractor provides facility manager only, with the majority of staff being provided by the client).

- D. Describe Contractor's employee benefit program. Provide specific information regarding medical and dental insurance, pension, vacation, sick leave, etc.
- E. Provide description of and verifiable references of City employee retention. Provide short term (1-2 year) and long term (5+ years) retention rates.

V. Sample Contract

The Contractor shall include a contract containing at a minimum provisions as follows:

Provisions of liability for the payment of fines and/or civil penalties levied against the Contractor and/or the CITY by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc. for reasons resulting from the Contractor's negligence during the period of the contract.

Provisions for compliance with the Operating (NPDES) Permit, specifically noting effluent quality and monitoring/reporting requirements and a process control system which furnishes complete and accurate records. System should be capable of readily providing historical data and trends.

Provisions of indemnification and hold harmless of the CITY and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages, lawsuits for reasons resulting from the Contractor's negligence during the period of the contract.

Provision for a five (5) year term with additional five (5) year extensions including a termination for convenience clause along with a contract termination clause.

Provisions of comprehensive liability insurance policies naming the CITY as additional insured for bodily injury and/or property damage in an amount of not less than Five Million Dollars (\$5,000,000); a certificate of such insurance shall be submitted to the CITY (City Manager) on signing of the O&M contract.

Provision of a fixed dollar value for Repair and Replacement such that the Contractor's obligations will be explicit as to maintenance of CITY Water and Wastewater Treatment Plant's equipment and facilities. Such Repair and Replacement limit will not include Contractor's onsite labor. A specific method of decision making concerning the use of funds for repair and replacement should be outlined.

Provision that the Contractor shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the CITY and assist the CITY in enforcing existing equipment warranties and guarantees.

Provision that the Contractor shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, technical, laboratory, and clerical, who meet relevant State of Oregon requirements and certifications regarding wastewater treatment operations and maintenance, and are capable and demonstrate experience necessary to operate and maintain the facility.

Provision that the Contractor shall operate all facilities such that odor and noise shall be effectively controlled and that no disruption of adjacent neighborhoods shall result.

Provision that the Contractor shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc. A proper safety program must be implemented, and all portions of that program shall be adhered to.

Provision that the Contractor shall provide the CITY with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by the CITY, and assist the CITY in preparation of annual operating budgets.

Provision that the Contractor shall provide the CITY with full documentation that preventive maintenance is being performed on all CITY owned equipment in accordance with manufacturers' recommendations at intervals and in sufficient detail as may be determined by the CITY. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.

Provision that within the first ninety (90) days, the Contractor shall provide the CITY with a listing of any recommended capital improvements the Contractor believes will be required for any of the facilities covered under the contract. The Contractor will not be relieved of his responsibilities to perform if the recommendations are not implemented.

Provision for the Contractor to provide computerized maintenance, process control, and laboratory management systems.

Provision that the Contractor may finance capital improvement projects that have been requested and/or authorized by the CITY, subject to mutually agreeable terms and conditions of repayment.

VI. Schedule of Events

Each Contractor must submit five (5) copies of a complete SOQ in a sealed envelope no later than **TBD** addressed to:

Gary Milliman, City Manager
City of Brookings
898 Elk Drive
Brookings, OR 97415

clearly marked "STATEMENT OF QUALIFICATIONS—CONTRACT OPERATIONS AND MAINTENANCE, Water and Wastewater Treatment, Brookings, OR."

The CITY selection committee shall review all SOQs and develop a shortlist of the most qualified Contractor for further consideration. This selection shall be made based on the selection committee's sole judgment and discretion.

In addition to the data and documentation being submitted by the Contractor in response to this request, the CITY reserves the right to make an onsite inspection and evaluation of any facility at which contract operations services are currently being performed by the Contractor. If the CITY chooses to exercise this right, the Contractor shall provide a representative, with or without notice, to accompany the CITY selection committee or its delegated representatives on any onsite inspection. The inspection is not limited to only one facility. All costs for transportation and subsistence to inspect any facilities incurred by CITY personnel shall be borne by the CITY.

CH2M Operations and Maintenance Support

Presentation for the City of Brookings

March 20, 2017



111



ch2m:
SM

Agenda

- Introductions and Company Overview
- NW Presence and Projects
- Example cost savings
- Options for support
- Questions

Company Overview



CH2M was founded in Corvallis in 1946 on 4 simple values

- Take care of clients
- Employees are our key asset
- Stay true to our integrity and honesty
- Deliver great work



Industry leadership confirms continued focus on our company's values...

Take Care Of
Clients



DEMONSTRATES
**COMMITMENT TO
CUSTOMER SERVICE**

Employees Are
Key Assets



PUTTING
EMPLOYEES FIRST
FOR **LOW TURNOVER**

Stay True To
Integrity & Honesty



A PARTNER
**COMMITTED TO
TRANSPARENCY**

Deliver Great
Work



20 YEARS OF
**EXCEPTIONAL
ENVIRONMENTAL
COMPLIANCE**

70 years later, CH2M is the leading global technical solutions provider to municipalities

#1

ENR Top Firms

- Construction Management/Program Management
- Engineering/Design

#1

ENR Top 500 Design Firms

- Sewer/Wastewater
- “Pure Designers”

#1

Public Works Finance

- O&M contract renewal rate

#1

Global Water Intelligence

- O&M growth of market share

#2

ENR Top 100 Project Delivery Firms

- Program Manager

ENR Top 500 Design Firms

- Water

ENR Top Environmental Firms

- Water Treatment & Desalination
- Water Supply

Our company brings global engineering and operations expertise to Oregon clients



CH2M's success comes back to our focus on people

- Competitive wages and benefits
- Advancement opportunities
- Bonus programs
- Extensive training and staff development
- Emphasis on safety
- Every employee has an opportunity to be an owner

BUSINESS INSIDER
RANKS
CH2M
50
COMPANIES
TO WORK FOR
IN AMERICA
BEST 2016

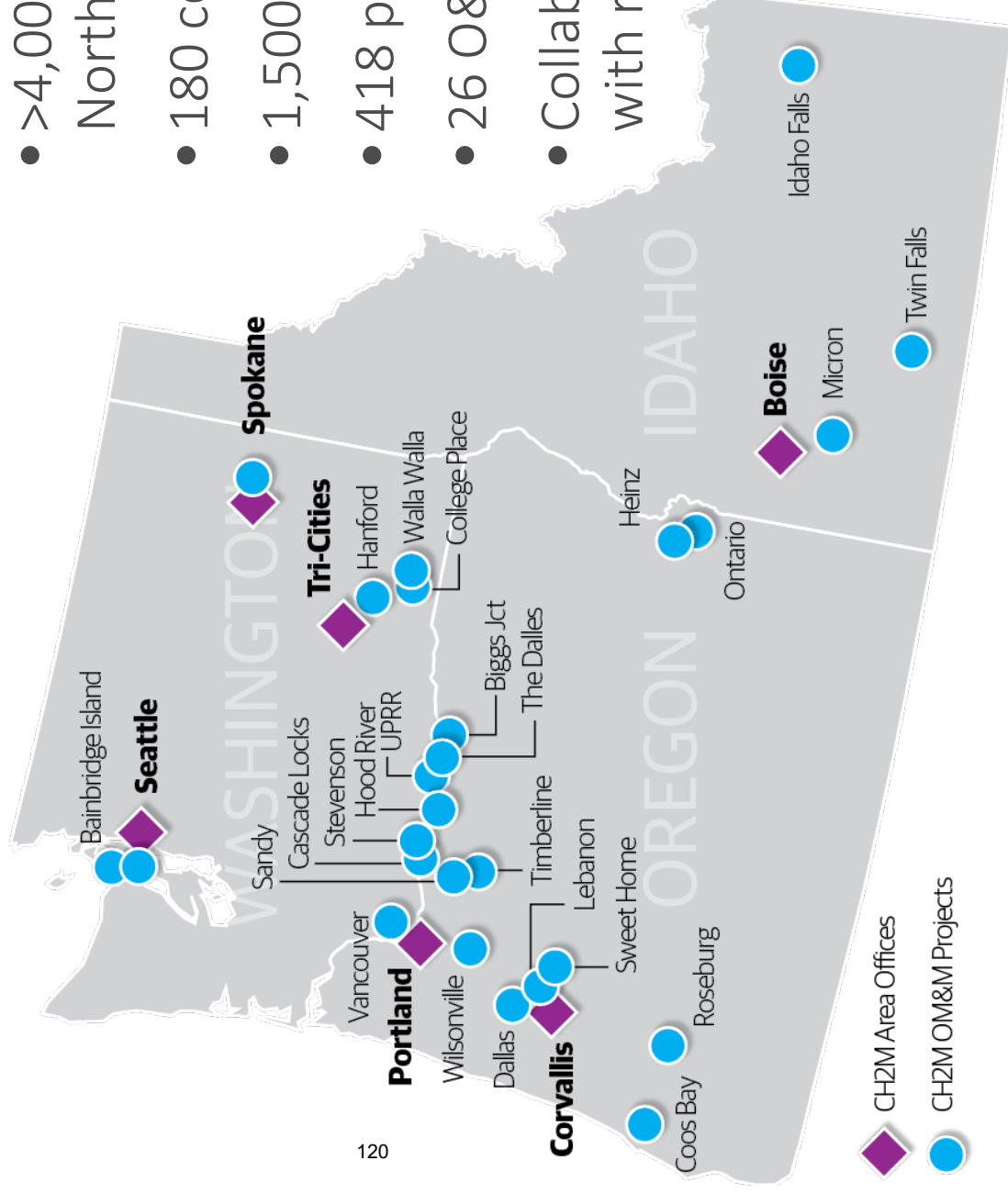


NW Presence and Projects

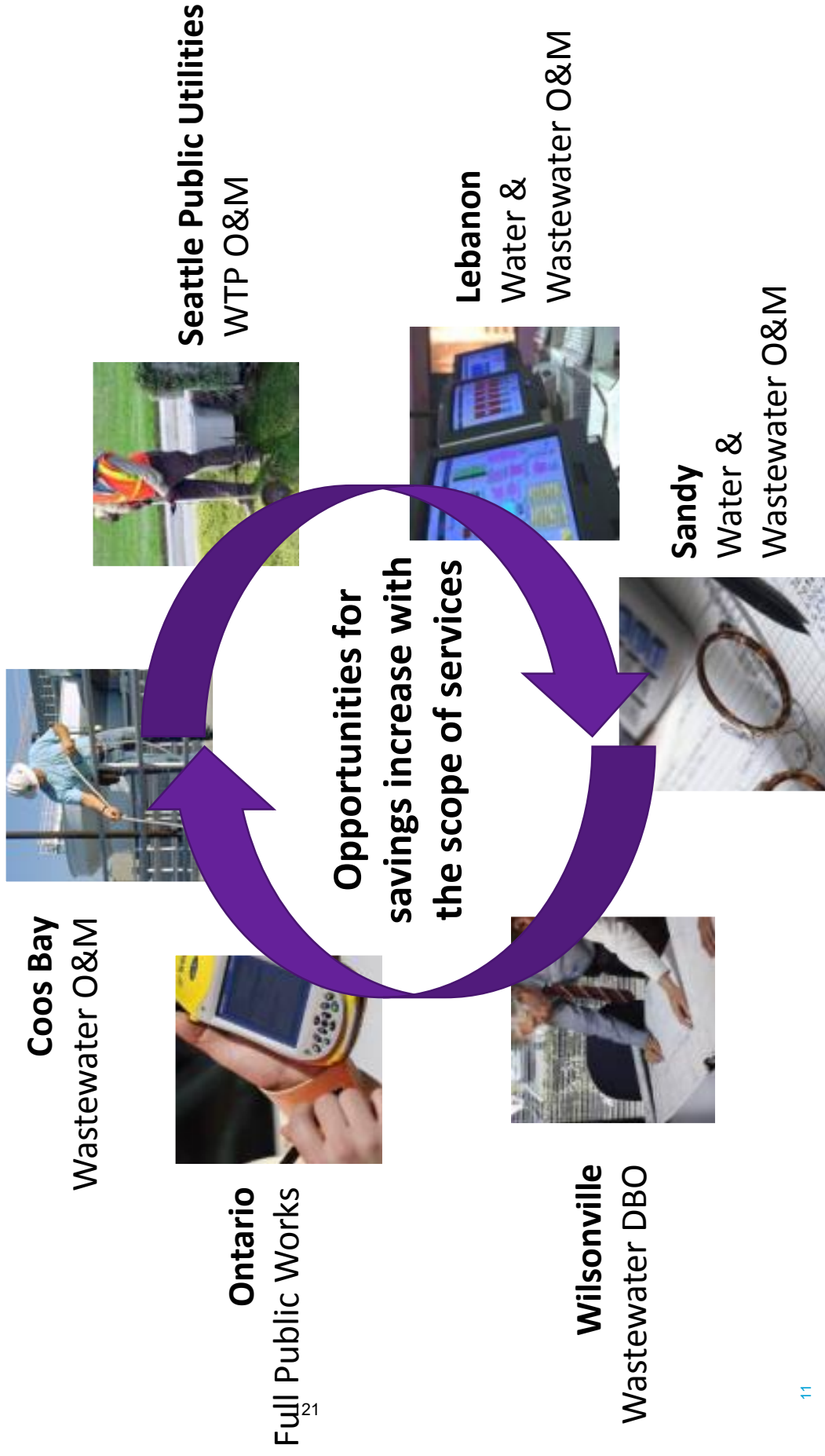


We are the largest provider of O&M services in the Northwest

- >4,000 total staff in the Northwest
- 180 certified operators
- 1,500 O&M staff resources
- 418 professional engineers
- 26 O&M clients
- Collaborative relationships with regulators



Our services are customized to meet each client's needs



Long-time clients attest to our successful partnerships



Lebanon, OR (34)	Gilroy, CA (26)
Hood River, OR (33)	Twin Falls, ID (31)
City of Stevenson, WA (32)	Pampa, TX (31)
Cascade Locks, OR (32)	Hansen, ID (24)
Mosier, OR (32)	Dodge City, KS (28)
Roseburg, OR (32)	Grants, NM (28)
Fayetteville, AR (27)	Bainbridge Island, WA (21)
The Dalles, OR (27)	City of Walla Walla, WA (16)
Seattle Public Utilities, WA (14)	

Our clients continue to renew our contracts!

Why do clients chose to partner with CH2M HILL?

- **Transfer risk** associated with operations costs, staffing and compliance
- **Access to expertise** and best practices
- **Maintain control** and ownership
- **Deliver exceptional service** while realizing **cost savings** and rate stability



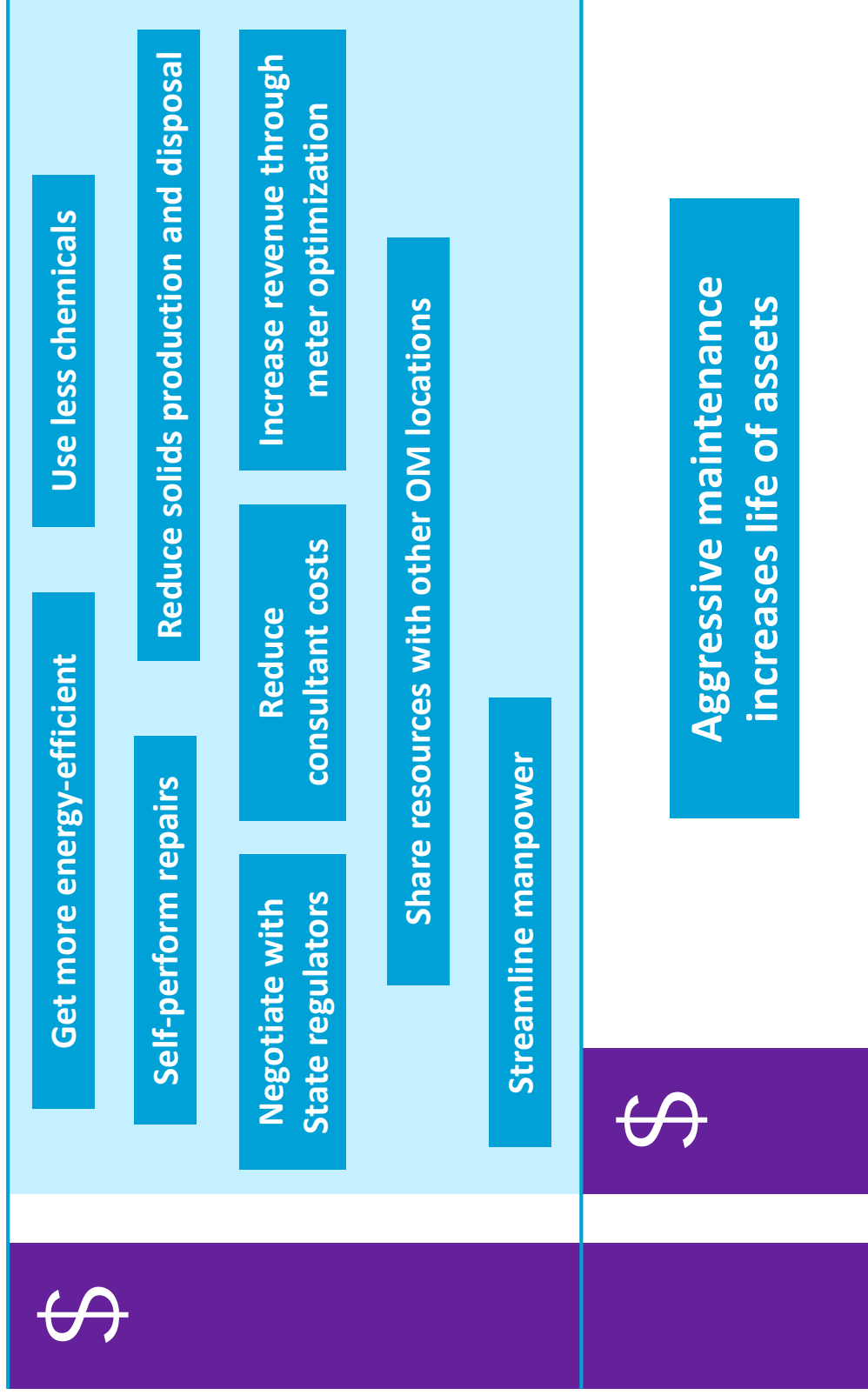
Example cost savings



Cost savings is not the only benefit of the services we provide

- Reliable and exceptional customer service
- Environmental and contractual compliance
- Worker and public safety
- Protection of assets and infrastructure
- Staff training and development
- Community engagement
- Environmental sustainability

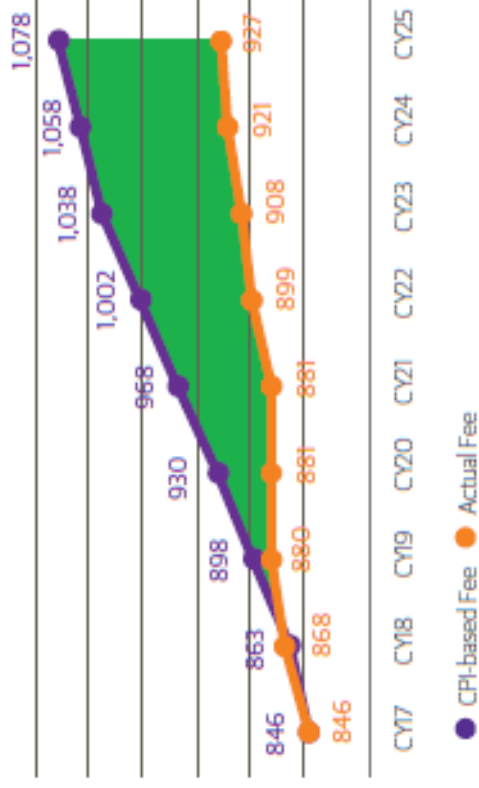
CH2M's multi-faceted O&M approach yields cost-savings



We've saved The Dalles OR \$670,000 over the past 8 years

HOW?

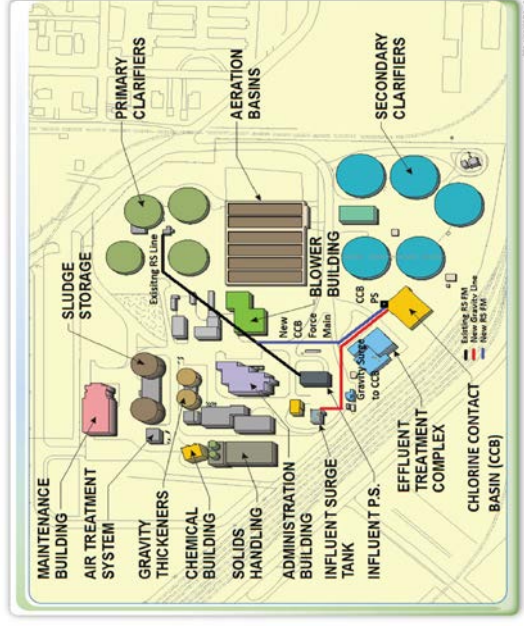
- Switched to less expensive, better-performing polymer for sludge thickening
- Obtained energy-efficiency grant for a new blower VFD
- Self-installed new aeration equipment
- Aggressively maintain 20-year old process equipment



Annual increases are well below our allowable CPI-based increase

Partnership with CH2M saves Vancouver > \$1 million/year

- Long-standing risk of a prohibited plant bypass
 - power failure
 - failure of the influent pumps
- Historic mitigation strategy was to staff the WWTP 24/7
 - minimizes risk but does not eliminate it



Engineering solution saves \$180,000/year

CH2M self-performs major maintenance for substantial cost savings

Lowndes County, GA



Lift station
repair

\$150,000
savings

Washington, GA



Belt filter press
replacement

\$100,000
savings

Athens, AL



Clarifier repair

\$90,000
savings

West Chicago, IL



Dewatering
equipment
replacement

\$300,000
savings

We've recently saved our Willamette Valley clients \$30,000 in repair costs

Energy efficiency saves \$195,000/year for Spokane

- 8 MGD advanced wastewater treatment plant designed, constructed and operated (DBO) by CH2M for 20 years
- On-site energy production
- 99% removal of phosphorous – very stringent permit limit
- Beneficial reuse of biosolids

130



National award winner – Design Build Institute of America

Automation at Fort Lupton CO preserves equipment and reduced energy use by 85%



PROBLEM

- Huber Bar Screen operating continuously, with no automatic control
- Continuous repairs needed
- Not energy-efficient

SOLUTION

- Upgraded SCADA system to provide level control
- Unit shuts on/off automatically
- Reduced power consumption from **\$16,000/yr to \$2,000/yr**
- Reduced repair costs from **\$11,000 to \$300**

CH2M replaced a failed bar screen at a fraction of cost for Coos Bay

- \$200,000 replacement cost
- CH2M staff completed the job for \$18,500



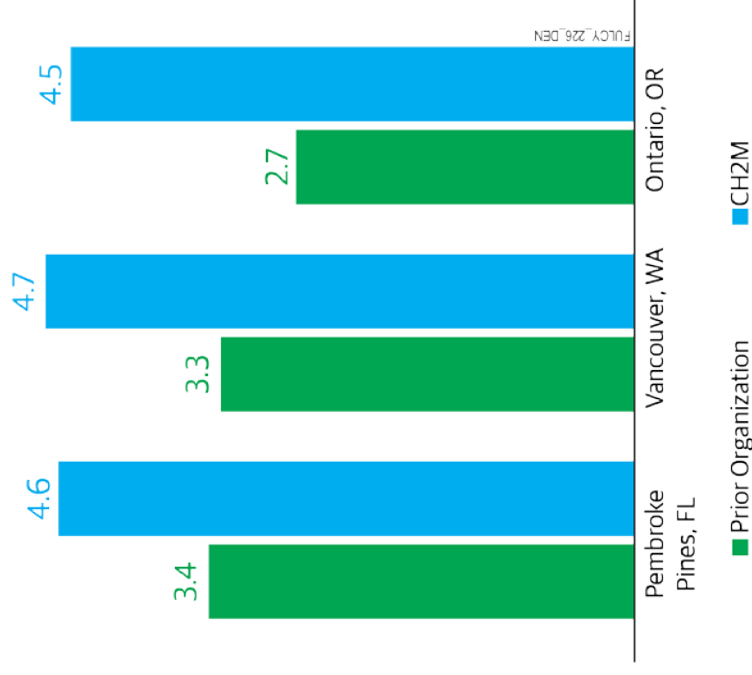
Partners since 2014, CH2M brings Ontario OR multiple cost savings

- *\$200,000/yr lower annual costs than City operations*
- \$100,000 savings in Year 1 for street repairs
- Pension and HR savings as 26 City employees transition to CH2M staff
- Computerized Maintenance and Management System (CMMS) tracks all assets, optimizes repair vs. replacement costs



Driver for many cities is finding qualified staff – not cost savings

Employee Satisfaction Survey Results
(After CH2M Assumes Operations)



Why do clients chose to partner with CH2M HILL?

- **Transfer risk** associated with operations costs, staffing and compliance
- **Access to expertise** and best practices
- **Maintain control** and ownership
- **Deliver exceptional service** while realizing **cost savings** and rate stability



Potential path forward

- City issues Request for Qualifications (RFQ)
- Select based on qualifications
- Negotiate scope of services
- City chooses what to outsource

Questions



CH2M Operations and Maintenance Support

Presentation for the City of Brookings

March 20, 2017



138



ch2m:
SM

Request for Qualifications

OPERATION AND MAINTENANCE SERVICES



Utility Services

Issued by: City of Ontario

Date of Issue: January 10, 2014
Closing Date and Time: February 26, 2014 – 5:00 p.m. MST

CITY OF ONTARIO – MISSION STATEMENT

**“To provide a safe, healthful and sound economic environment,
progressively enhancing our quality of life.”**

1 Introduction

The City of Ontario, Oregon's leadership has determined it is in the best interest of the City to examine operation and maintenance alternatives for management and administration of its municipal utility services. To serve that end, the City issues this request for qualifications. This introduction provides an overview of the request, background and specific instructions to respondents who may wish to provide utility operations services to the City. Section 2 provides instructions to guide responders to submit accurate and target specific information to assist in the review of their response. Section 3 outlines the existing status of the City's utility operations and staffing. It provides a summary of the areas of responsibility and an overview of the existing services offered. Respondents will want to focus within this section on the specific areas in which they plan to provide a response. Section 4 gives an overview of the selection process and section 5 gives general guidance on how the agreement(s) will be structured.

1.1 Background

This RFQ is issued to explore alternatives and opportunities for effectively and efficiently operating, maintaining, and managing the City's utility services. Respondents with experience in operating and maintaining typical municipal utility services are encouraged to provide statements of qualifications for any or all of the utility services which are currently operated by City Management and Personnel. The utility services currently operated by the City and considered under the RFQ are:

- Streets
- Water Treatment
- Water Distribution
- Wastewater Treatment and Reuse
- Wastewater Collection (includes pump stations)
- Stormwater Services
- Cemetery Services.
- City Parks and Landscaping Maintenance

With the exception of management and administration the current staff providing operational and maintenance services are members of the Teamsters Local 670.

The selected Contractor or Contractors may also provide incidental, as-needed, engineering services, if requested, by the City.

Within this document we will refer to "the contract" or similar language. Such reference shall refer to either a single contract to a single entity for all advertised services or reference a contract to a provider for a specific service.

1.2 General

RFQ respondents are encouraged to provide statements of qualifications for any or all of the utility services listed. The City reserves the right to reject any and all responses, selectively choose individual contracts for each service/utility entity, or continue to operate using our existing organizational structure.

The selected firm(s) shall operate the systems in full compliance with all applicable regulations, statutes, and local ordinances; and, maintain the assets in such a manner as to maximize the assets' useful life; and consider innovations to lower the capital and operating costs of any and all aspects of operations as well as enhance customer perception of product and service quality.

The contract will require the Contractor to employ sufficient and qualified O&M staff and pay maintenance costs. As a part of contract negotiations the City will encourage respondents to select qualified staff from the existing crews, as applicable, to continue service. Costs of maintenance may include but not be limited to: corrosion/erosion protection, chemical supplies, cleaning, lubrication, repair and energy costs. The Contractor shall be fully responsible for all aspects of facility management, operation,

regulatory compliance and maintenance for all operations under the contract.

The City intends to issue an initial contract for three years. The contract scope of work will include full-service O&M contract for each utility service entity. After an initial period of three years the City will examine the Contractor's performance and may exercise an option to extend the contract for an additional three year term. City shall reserve the option of returning the control of operations to City hired personnel, re-issuance of an RFQ/RFP process to examine other firm's services and capabilities, or re-issuing a contract to the existing operations contractor.

To be considered for evaluation, written statements must be received by the time and date identified in this RFQ title. SOQs received after this deadline will not be considered. Five (5) copies of the SOQ shall be mailed or hand delivered to the attention of the Operations and Projects Director:

Mr. Robert Walker
Operations and Project Director
444 SW 4th Street
Ontario, Oregon 97914

1.3 RFQ Legal Context

This RFQ is issued following recommendations by the governing board (City Council). It is the intent of this request to meet all of the requirements of relevant Oregon statutes regarding the procurement of services (ORS 279A – ORS 279C inclusive).

1.4 Limitations

The cost of responses and any related expenses including travel and presentations shall be entirely the responsibility of the respondent.

The City of Ontario has the right to reject, based on written findings, any or all responses if the City finds good cause, and to cancel the solicitation, if doing so is determined, at the sole discretion of the City, to be in the public interest.

2 Instructions to Respondents

This section provides instructions on what a response shall contain and how to structure a response to this RFQ. Interested firms are to respond in a manner that clearly establishes their experience and financial capability to satisfactorily perform the work and services required. The body of the response must address the requested information shown below. The City, in its sole discretion, will decide if a respondent meets the standards and the City reserves the right to reject any and all responses.

Inquiries and correspondence related to the RFQ should be through the City Engineer: Jerry T. Elliott 541-889-8572 jerry.elliott@ontariooregon.org. The City shall maintain a respondents list for this RFQ and will address questions in an e-mail response to all parties on the list. The City will not be available for comment after February 28, 2014. Respondents are advised that this is a request for qualifications and that tours, inspections, budgets and other details will not be scheduled or shared until, and if, the project moves to a proposal stage.

2.1 Response Requirements

The City is seeking respondents who have the following attributes:

1. Have been in the business of providing contract operation for operation, maintenance, and management (OM&M) of the utility services for which they propose for at least five (5) years. Operation shall mean providing all labor and management and paying operations and maintenance expenses. Consulting contracts, management contracts, or contracts for the management of only a portion of the system shall be considered by the City as a lesser level of experience than contracts for complete OM&M.
2. Operate at least five (5) systems having average service requirements that are generally comparable with the size and scope of the Ontario service requirements.
3. Have at least three (3) years of continuous working experience with the State of Oregon's regulatory agencies or seven (7) years of working experience in other jurisdictions.
4. Submit evidence of bonding capability up to the annual contract amount. The amount of the bond may be modified depending upon the final scope of services and the specific utility operations contracted.
5. Have demonstrated successful project transition experience.
6. Have existing support resources within sixty (60) highway miles of the project.

7. Have established systems and procedures for quality control, quality assurance, safety, maintenance, regulatory compliance and cost control.

A complete response shall present each of the following elements in a clear and comprehensive manner.

1. Name, address, tax identification number, and telephone number of the firm. Include fax number, e-mail address, and location of principal office and email of the entity who has the authority to negotiate and communicate in regard to the RFQ and any subsequent correspondence. This information will identify the contracting entity and be referred to as the "Contractor" within this document.
2. Name of the principal individual(s) who will represent the firm and be available to negotiate contract issues and requirements. Identify and describe the principal individual(s), include major field of expertise, noting type of work, locations, and length of experience of the individual who will be assigned responsibility for management of this contract. Also include the educational background of key staff, current licenses and certifications.
3. Provide an overview of the Contractor's history. Include when and where the organization was initially organized, a list of staff, or other resources, such as sub-consultants, which will show that the respondent has all the elements necessary to perform the work. Include: licenses and experience. Include a litigation history that extends back for five years. Include in the litigation summary a history of regulatory fines, orders or civil penalties.
4. Availability of special professional or ancillary resources if needed (legal, structural, electrical, administrative, technical, financial, etc.).
5. Provide a summary of similar work for other clients along with references and contact information. Similar work shall mean operation of similar utility services for similarly sized agencies. List any clients that have canceled or reduced service levels and explain why.

2.2 Utility Specific Requirements

In addition to providing the information outlined in Section 2.1 above respondents shall also provide the following specific information related to each utility service to which they are responding. Respondents shall either in their cover letter or within the text of their response clearly communicate to the City which specific utility operations they are proposing for and whether they would accept a contract for limited operations. For example: Contractor A may propose to provide services for water treatment and distribution but the City may determine that they want to negotiate only for distribution

services. The contractor needs to tell the City if they would consider contracts for fewer utility services than indicated in their response.

2.2.1 Street Operations

The street operations contract will retain responsibility for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, and repairing all established pavement markings within the right-of-way. Operations shall also include excavation and repair of deteriorating streets, gravel road grading, street sweeping, crack sealing and operation of a chip sealing program. Weed control within alleys and rights-of-way is included. During winter the work includes snow removal and de-icing.

Respondents shall indicate completion of successful street contracts with other entities. Clearly define the extent of such contracts. Identify specific street related experience which may include but not be limited to:

- Street sweeping for aesthetic and NPDES storm flow compliance
- Crack management
- Chip sealing
- Curb and gutter maintenance and repair
- Sidewalk replacement
- Repair potholes and other asphalt damage
- Striping
- Sign installation, repair and replacement
- Inspection of street projects by others
- Weed abatement
- Permitting and management of street utility operations.
- Snow Plowing
- De-icing

2.2.2 Water Treatment Operations

Respondents shall identify specific verifiable experience with all aspects of water treatment operations. Indicate experience with multiple water sources, various treatment plant schematics, pumping and solids management facilities. Show the City completion or ongoing successful contracts with other entities, preferably with agencies of similar size and administrative capacity. Show graphically or by use of references how the contractor has successfully established, collaborative interactions between owner, staff and the health authority. Delineate specific verifiable experience. Indicate staff members who either have licenses or state operations certifications or will secure such certifications within six months of contract award. Delineate successful administrative support for operations including staffing, procurement, purchasing, facility management and agency reporting. Show the City you have a solid history of regulatory compliance and documentation.

For the purposes of this RFQ water treatment operations shall include all O&MM activities from the water source to delivery of the final water product to the distribution system at an acceptable service pressure and quality. Contractor shall identify specific verifiable experience with all aspects of water treatment operations.

The Contractor's experience should include comprehensive management services including:

- Operations (maintenance, product output, quality assurance, etc.)
- Management
- Staffing
- Documentation
- Administrative support
- Water Treatment – including experience in meeting the requirements of the Safe Drinking Water Act.
- Reservoirs and booster stations
- Facility management
- Water Quality and Quality Assurance
- Regulatory compliance and documentation

2.2.3 Water Distribution Operations

For the purpose of this RFQ the respondent shall assume that the water treatment operations (section 2.2.2) shall deliver treated water to the distribution system at prescribed delivery pressures. Distribution operations shall include all pipe, delivery and service operations outside the treatment plant operations. As a part of final contract negotiations for successful respondents, the City will specifically identify treatment terminus and distribution beginning should such definitions be required as a part of multiple service contracts. Water Distribution respondents shall identify specific verifiable experience with all aspects of water distribution. Indicate experience with multiple delivery systems, various pipe types, equipment and materials for repairs, service and maintenance. Identify how you propose to manage billing and collections.

Establish credentials and experience relative to distribution system preventative maintenance including:

- Leak management and repair,
- Pipeline repairs and inspections,
- Water meter (replacement/upgrade/installation/reading),
- Valve management including exercising, replacement, etc.,
- Hydrant maintenance and testing.
- Water Quality maintenance
- Permitting and reports to the State Health Authority.

2.2.4 Wastewater Treatment and Reuse Operations

Identify specific verifiable experience with the management of an aerated lagoon based wastewater treatment and agriculture reuse operations. Identify personnel with appropriate certifications and licenses for wastewater operations. The ability to indicate energy savings as part of operations would be considered a plus. Indicate experience with water reuse operations and how such operations retained compliance with applicable Oregon statutes and permit requirements. Where the respondent has experience with working through permit updates and applications, such experience should be noted. The City of Ontario may, within the contract period, initiate the facility planning process. Experience with the facility planning process may be helpful.

For the purpose of the RFQ and subsequent proposal assume that Wastewater Treatment and Reuse operations begins with entry of pumped raw wastewater to the wastewater treatment plant and ends with water reuse and/or discharge in accordance with ODEQ permit requirements.

2.2.5 Wastewater Collection and Pump Station Operations

The City of Ontario's wastewater collection system consists of approximately 78 miles of gravity and force sewer mains, 900 manholes, eight lift stations which move the wastewater generated throughout the City, and one lift station for the Snake River Correctional Institute wastes. There are 3,865 sewer customers.

Identify specific verifiable experience with all aspects of wastewater collection operations. Indicate experience with inspection, cleaning, service calls, and different collection system pipe elements. Identify experience with the management of collection system pump stations including service, mechanical maintenance, odor control and abatement and other elements of collection system facility management. Identify collection system preventative maintenance techniques and programs including management of infiltration, repairs and inspections. Identify how you propose to manage and administer billing and collection services.

2.2.6 Storm Water Operations

Respondents should identify specific verifiable experience with all aspects of storm water management. Indicate experience meeting NPDES requirements as they relate to storm water. Indicate experience with cleaning, maintenance, flood prevention and customer response.

2.2.7 Cemetery Operations

Identify specific verifiable experience with all aspects of cemetery operations. This should include:

- Assisting customers with purchase of cemetery lots and maintain all state mandated records.
- Open and close graves.
- Perform maintenance including mowing, fertilizing, trimming and edging lawns, tree and plant trimming and planting, weed control, snow removal, litter pickup.

Provide the resume of the cemetery manager and credentials/licenses needed to operate a cemetery in the state of Oregon.

2.2.8 City Parks and Landscaping Maintenance Operations

Identify specific verifiable experience with all aspects of City parks and landscaping maintenance operations. This should include:

- Perform landscaping maintenance including mowing, fertilizing, trimming and edging lawns, tree and plant trimming and planting, weed control, litter pickup.
- Maintenance experience on restrooms, playground equipment, benches, picnic tables, and picnic shelters.
- Installation and maintenance of sprinkler systems.
- Proof of herbicide/pesticide applicator's license.

3 Utility Segment History and Background

This section provides a general overview of each of the utility segments as they currently stand by the City. This top section provides a general and common overview relative to Ontario while the individual segments (2.1, 2.2 et. Al) review the individual utility operations. Respondents are encouraged to visit the City's web site (www.ontariooregon.org) for additional insight.

The City of Ontario lies against the Snake River to the east with Interstate Highway 84 cutting through the approximate east quarter of the City. The current population is about 11,500 but because of various commercial activity and the impact of the interstate highway the day population approaches 50,000. This population flux puts a stress on our ability to economically and efficiently provide all utility services at prices that seem to reflect generally acceptable costs in the region.

The City entered into an agreement with Site Based Energy in 2012 which resulted in the installation of seven photovoltaic arrays set up around the City and mostly associated with utility operations. It is the intent of the City to continue to honor the 2012 service agreement on these photovoltaic systems which means, to the contractor, that electrical usage billings may include servicing of these contracts at prevailing electric utility pricing. For each array they are connected into the service main at the adjacent facility and metered. The City's contract for the photovoltaic systems provides for ownership transfer of the system in 2020.

3.1 Streets

The City manages a street network consisting of 122.58 lane miles of improved streets, 1.76 lane miles of unimproved streets, and 9.05 miles of alleys. The street department is responsible for resurfacing, repairing and maintaining the streets, installing and maintaining street signs and markings, tree trimming, and maintaining all established pavement markings. The department also completes excavation and repair of deteriorating streets, gravel road grading, daily street sweeping, crack sealing, chip sealing, snow removal and de-icing during the winter months, and weed control along the alleys and in the rights-of-ways.

The Street Department is under the direction of the Operations Director and consists of a lead worker and four street utility workers. These workers are assisted throughout the year by temporary workers from a temporary staffing agency. The temporary positions and their scheduled use last year was as follows:

- Position 1 = March 27th – October 31st = 32 weeks
- Position 2 = March 25th – July 25th = 18 weeks
- Position 3 = June 3rd – October 30th = 21.5 weeks
- Position 4 = June 17th – August 29th = 11 weeks
- Position 5 = July 29th – August 22nd = 4 weeks
- 4 additional part time Positions = March 25th – October 3rd = 6.4 weeks

In addition, an administrative assistant spends approximately one-half of her time working with the Street Department. Her role includes management of timesheets, preparation of work orders, serving as receptionist, answering and routing calls, managing and filing activity reports.

As a part of the operation of the street utility the City has a fleet of vehicles and equipment. During the proposal stage of this project we will review options for the contractor to assume use and/or ownership of this equipment.

3.2 Water Treatment

The City of Ontario has two water treatment plants which are supplied source water from the Snake River and seven shallow groundwater wells. The older treatment plant, constructed 1980, is a conventional surface water treatment plant with mixed media filters, absorption clarifiers and flocculation/clarification basins. The production capability of this plant is approximately 10.0 million gallons per day (MGD). The second, newer, plant is a package treatment plant as manufactured by Westech. It has two modules capable of treating 2.0 MGD each. Therefore, the combined treatment capability of these two plants is theoretically 14.0 MGD. The shallow groundwater wells are located in the vicinity of the treatment plants and the well water is pumped to the treatment plants. The combined capacity of the groundwater wells is estimated at 3.2 MGD. The combined facilities use a mixture of technologies, vendors, equipment and controls to adapt to and deliver water in compliance with the changes in the Safe Drinking Water Act.

Filtered water from both the old and new portions of the plant are disinfected with "on site" generated sodium hypochlorite solution. 13% Sodium Hypochlorite is maintained as a standby disinfectant.

Treated water is delivered to a below grade clearwell and pumped directly to two reservoirs, Eastside Reservoir and Westside Reservoir. The Eastside Reservoir consists of two reservoirs with a combined capacity of 2.76 million gallons (MG). The Westside Reservoir consists of one 5.0 MG reservoir. Both reservoirs are equipped with booster pump stations utilized to pressurize the distribution system and fill the 3.0 MG Bench Reservoir which floats on the system. There is another booster pump station (Canyon Pump Station) which is operated by the treatment plant employees. This pump station boosts water to the 2.0 MG SRCI reservoir. The operation of all reservoirs and booster pump stations is under the control of the treatment plant operators.

The maximum day recorded system demand was 10.64 MGD which occurred on August 13, 2013. The water system serves 3,902 customers and total annual billed consumption for the last twelve months was 1,927,961,783 gallons. The breakdown on this consumption was 27% Residential, 14% Commercial, 52% for Heinz Frozen Foods and 7% for The Prison (Snake River Correctional Institute - SRCI).

The City of Ontario has been supplying municipal drinking water since the 1930's. In 2001 a plant assessment document was prepared that led to a 2005 design and construction of a plant addition using package treatment plant modules (Manufactured

by “Westech”). River and well waters are intermingled and delivered to the two plant treatment trains. Controls between the old and new plants are monitored (through a SCADA system) at a central operations area.

Raw river water turbidity typically runs between about 8 and 30 NTU with maximum ranges from 2 up to 300 NTU. PH is generally alkaline between 8 and 8.5. TOC typically ranges from 1 to 2.5 mg/L. Well waters have elevated iron and manganese (highs of 0.45 and 2.6 mg/L respectively). The source water quality is typically hard – generally above 200 mg/L.

The filtered water meets the requirements of the SDWA. The City routinely gets customer complaints relating to the hardness and at times complaints of taste and odor. Current operations tend to deliver high chlorine residual water with total Trihalomethane concentration near 60 ug/L. Other disinfection bi-products also occur in the delivered water.

In 2013 the City issued a contract for repair of the 35 plus year old river intake screen. Accumulated debris was removed from around the screen, the screens were pulled from the river and rehabilitated (the screens were in remarkably good shape with little corrosion and damage) and the air backflow/cleaning system was upgraded. 2013 has also resulted in the drilling of a new well (Well 17) and we are currently equipping that well for integration into the plant.

The City has also issued a contract for a “Water System Performance Audit” which will identify the condition and needs for the water treatment facility. The scope of this contract can be provided to respondents upon request. Again, we feel this is more appropriate at the proposal stage. Also, by the proposal stage some preliminary conclusions from the audit may be available.

The City is currently in the process of establishing an Asset Inventory for the water treatment system. The inventory is being entered into Manager Plus software as a part of an asset management program. This program is in the initial stages.

The City is not under any regulatory violations at this time. Our water quality report can be found at the Oregon Public Health Authority web site. Ontario’s community water system number is OR41 00587. The 2012 water quality report is posted at the City of Ontario Website (www.ontariooregon.org).

The Water Treatment Plant is under the direction of the Water/Wastewater Supervisor and consists of a lead worker and three operators. The Water/Wastewater Supervisor spends 50% of his time supervising the Water Treatment Plant operations and 50% of his time supervising the Wastewater Treatment Plant operations.

3.3 Water Distribution

The water distribution system is served by water supplied by the water treatment plant. The treated water is pumped directly to two reservoirs, Eastside Reservoir and Westside Reservoir. The Eastside Reservoir consists of two reservoirs with a combined capacity of 2.76 million gallons (MG). The Westside Reservoir consists of one 5.0 MG reservoir. Both reservoirs are equipped with booster pump stations utilized to maintain distribution system pressure and fill the 3.0 MG Bench Reservoir which floats on the system. A third booster pump station (Canyon Pump Station) boosts water to the 2.0 MG SRCI reservoir. Under the City's current staffing all reservoirs and booster pump stations are under the control of the treatment plant operators.

The City of Ontario water distribution system includes approximately 96.5 miles of water main, 3,902 services, 637 fire hydrants, and 1,714 valves. The meters are Neptune Radio Read meters. The City provides testing of all backflow devices on City property. The distribution system is under the control of Utility Maintenance Department and operates on a single zone system. There is approximately 95 miles of water mainline ranging from 6" to 24" size. The majority of the water mainlines are constructed from AC (asbestos cement) pipe with the latest installed water mains being constructed with PVC and ductile iron pipe materials. There are approximately 1,450 mainline valves and 637 fire hydrants. The water pressure is sustained by booster pumps from the Eastside Reservoir and the Westside Reservoir plus the 3.0 MG Bench Reservoir. The prison receives service via water that is boosted from the water distribution system through the Canyon Booster station. The City Utility crew currently maintains all the distribution system piping, including the three plus mile mainline to the prison. In the older portion of town the water mainlines are installed in narrow alleys (approximately 16' wide) typically just above the sanitary sewer mainlines. Most other franchised utilities are also installed in these alleys. Franchised utilities include: cable TV, telephone, gas, etc. Being constructed in this configuration and mostly constructed of AC pipe, it has proven difficult to maintain the sanitary sewer mainlines without affecting the water mainlines.

The City currently maintains the Cross Connection Control system for the protection of the water within the distribution system and the customers. We have standards in place for backflow prevention assembly installations requirements. Staff inspects and verifies compliancy for new installations of backflow prevention systems. The plumbing code and cross connection code requirements are followed for proper installation of the backflow systems. There are currently about 1,238 customers tracked within our cross connection control system and there are about 1,856 assemblies. The backflow testing is performed by private backflow testers and testing is required on a yearly basis. The City has an on staff employee that tests the City owned devices.

There are about 3,902 water service meters within the water distribution system. All water meters are read on a monthly basis. Customers are billed on a monthly basis from the City finance department. The water meter reading system has been upgraded to a radio read system. The meter reader downloads the consumption reading into the finance department billing system.

The water distribution system is also being inventoried into the Manager Plus asset management software program.

The Utility Maintenance Department is under the direction of the Operations Director and consists of a lead worker and five utility workers. In addition, an administrative assistant spends approximately one-half of her time working with the Utility Maintenance Department.

The Utility Maintenance Department is also responsible for maintaining the wastewater collection system.

3.4 Wastewater Treatment and Reuse

The City's wastewater treatment system consists of a five cell lagoon arrangement with a design treatment capacity of 3.06 MGD. Current flow into the lagoon system averages approximately 1.50 MGD. Treatment is provided via aerated lagoons and chlorination disinfection with sulfur dioxide de-chlorination for river discharge. From November 1st through April 30th, the effluent is discharged to the Snake River. During the remaining six months, the effluent is pumped to the City owned Skyline Farms and reused for irrigation. The farming operation is managed by a contract farmer. In addition, the City owns 700 acres of farm property surrounding the wastewater treatment plant. This property is irrigated with water from the Malheur River and is also farmed by a contract farmer.

The City recently submitted the results of a mixing study to the Oregon Department of Environmental Quality (ODEQ). That study established that there is insufficient mixing in the regulated mixing zone within the river. The City is now initiating plans and discussions with ODEQ regarding how to budget and implement a mixing design program which will meet the mixing criteria.

The Wastewater Treatment Plant and Reuse System is under the direction of the Water/Wastewater Supervisor and consists of a lead worker and one operator. The Water/Wastewater Supervisor spends 50% of his time supervising the Wastewater Treatment Plant operations and 50% of his time supervising the Water Treatment Plant operations.

3.5 Wastewater Collection [Including Pump Stations]

The wastewater collection system has approximately 78 miles of gravity and force sewer mains ranging in size from 6" to 24" sizes. A large portion of the gravity collection system, the older portion, is AC (asbestos cement), concrete and clay pipe. The more currently installed collection pipes are PVC and HDPE pipe. There are eight lift stations throughout town and one headworks bar screen at SRCl, maintained by the City's utility crew. There are approximately 900 manholes. The older portion of the collection system shows a lot of deterioration caused by hydrogen sulfide gases. The City has

performed CCTV surveys to identify problem sanitary sewer lines and have replaced problem sewer lines as the City could afford the projects for sanitary sewer line replacements. A significant portion of these problem sewer line replacement projects have been contracted out to private contractors. Some sewer line replacements have been performed by City utility crews when the working depth was within the capabilities of the City's equipment.

In the older portion of town, the collection system is installed in narrow alleys (approximately 16' wide) with the water mainline(s) and other franchised utilities installed above them. A portion of the trunk lines, that are critical to the operation of the collection system, are very difficult to access because they are in an easement behind houses that have yard improvements such as fences and garden areas build over the top of the sewer mainline(s). These sewer line sizes are larger diameter and are in poor condition.

The lift stations have a combined pumping capacity of 11,238 GPM. Several lift stations have been upgraded with in the past few years. Three lift stations were completely reconstructed with new wet wells, valve vaults, control buildings and pumps. Two lift stations went through retrofit upgrades with revisions completed to upgrade the piping and pumping systems within them. Most of the lift stations have backup generators located at the lift station(s). A couple of the smaller lift stations have the capability of supplying emergency power via a portable generator that can be hooked up to them with electrical transfer switching capability.

As discussed under Section 3.3, Water Distribution, the Utility Maintenance Department is responsible for both the Water Distribution system and the Wastewater Collection system. This department is under the direction of the Operations Director and consists of a lead worker and five utility workers. An administrative assistant spends approximately one-half of her time working with the Utility Maintenance Department performing duties similar to those outlined for the water distribution system.

3.6 Storm Water Services

The City has approximately 56 miles of storm drain collection pipelines and 1,457 catch basins. As part of the storm drainage maintenance program, the City provides an annual leaf pickup service to prevent clogging of catch basins and storm drains.

The storm water collection system has approximately 56 miles of pipeline ranging from 6" to 48" in size. There are approximately 1,457 catch basin inlets and 600 storm drain manholes. The storm drain system discharges to the Snake River system at 9 separate locations. Most of the main trunk lines within the storm drainage collection system are utilized for both storm water disposal and irrigation drainage. The City has agreements with the irrigation and drainage districts for allowing the City to discharge storm water to drainage district systems/ditches. The maintenance of the piping systems is mainly the responsibility of the Utility Maintenance Department. In the past there have been storm

events that proven to exceed the capacity of the storm drainage system. The storm drainage fees received from customers within the City has proven to be inadequate to provide for proper maintenance and system upgrades needed for the storm drainage disposal system.

The City has been directed by Oregon DEQ to participate and comply with discharge rules set by the Snake River/Hell Canyon TMDL requirements. The TMDL has various restrictions on the quality of water entering waters of the state. City crews clean the storm drainage collection system yearly. This yearly cleaning includes the cleaning of the mainline piping system(s) and vacuuming out the collected debris from sumps in the catch basin inlets. Another thing the City does is performs a fall cleanup program. This is where the citizens in town voluntarily rake up the leaves from the trees in their yard(s), bag the leaves and place the bags at the curb for City staff to load the bagged leaves in and haul them to a disposal site. This has helped to keep the storm drainage system cleaner with plugging of the catch basin inlets for storm water disposal.

3.7 Cemetery Services

The City of Ontario owns and operates two cemeteries: Evergreen Cemetery and Sunset Cemetery. The Evergreen Cemetery is 19.95 acres and is watered with an underground sprinkler system plus some manual sprinkling. Water for irrigation is provided from three wells plus some City water delivered through the distribution grid.

The Sunset Cemetery is 2.78 acres and is watered with a manual sprinkler system. Water for irrigation is provided from the City potable water system.

The Cemetery/Parks Department is under the direction of the Facilities Manager. The Cemetery/Parks Department has three full time employees: a lead person and two workers. These employees work on both Cemeteries and Parks/Landscaping. In addition, the Cemeteries utilize workers from the prison to trim around headstones and other projects at the Cemeteries. The prison crews spend approximately 31 crew days (8 to 10 workers) at the Cemeteries on an annual basis. The City pays a nominal fee for use of the prison workers.

3.8 City Parks and Landscaping Maintenance Services

The City of Ontario's park system consists of nine parks and landscaping along seven streets. The parks in the system and facilities included in our current maintenance program are as follows:

- Eastside Park – 3.29 acres
 - Picnic shelters
 - Playground equipment
 - Basketball court
 - Picnic tables
 - Underground sprinkler system (well service)
- Laxon Rotary Park – 2.02 acres

- Picnic shelter
- Playground equipment
- Picnic tables
- Underground sprinkler system (well service)
- Lions Park – 6.26 acres
 - 3 Picnic shelters
 - Restrooms
 - Playground equipment
 - Picnic tables
 - Underground sprinkler system (well service)
- Beck-Kiwanis Park – 30.06 acres
 - 2 Picnic shelters
 - Restrooms
 - Playground equipment
 - Picnic tables
 - Pond
 - Tennis Courts
 - Little League ball field
 - 75% underground sprinkler system (well with city water)
 - 25% manual sprinkler system (city water)
- Downtown Plaza/Moore Park – 0.22 acres
 - Picnic tables
 - Underground sprinklers (city water)
- Optimist Park – 2.96 acres
 - Picnic tables
 - Soccer/football field
 - Underground sprinkler system (well service)
- Railroad Depot Park – 1.14 acres
 - Picnic tables
 - Garden hose irrigation (city water)
- City Hall Park – 0.17 acres
 - Underground sprinkler system (city water)
- Skate Board Park - 0.4 acres
 - Steel skate structures on concrete slab
 - Landscaping – shrubs and ground cover
 - Underground sprinkler system (city water)

The landscaping to be maintained is as follows:

- East Idaho Avenue – 165 trees and associated ground cover
- Verde Drive – 31 trees
- NW Washington Avenue – 40 trees
- Downtown parking lots – 55 trees
- North Oregon Street – 41 trees
- SW 4th Street – 45 trees
- South Oregon Street – 40 trees and 26 flower pots

The Cemetery/Parks Department is under the direction of the Facilities Manager. The staffing for parks is summarized in section 3.7. The City utilizes three temporary employees for six months per year to assist with maintenance of the parks.

4 Selection Process

The City intends to use a three step process for review of the responses and final decision. The process is reviewed below.

4.1 Collect and Screen

Respondents shall submit their qualifications statements by the time and date indicated. The City will assign a review committee and the members of that committee will screen the qualification statements for each of the eight categories of service. After this initial screening the committee will determine, for each utility element whether to recommend to the council that operation(s) be privatized or be retained under the current management. At this point the committee may recommend that a firm be selected based on qualifications and proceed to the development of a mutually agreed scope of work and fee. The City reserves the right to seek clarifications of each response, and the right to negotiate a final contract that is in the best interest of the City.

4.2 Rank and Recommend

The Review Committee will rank proposals based upon the following:

- Completeness of the required information and presentation of the material.
- Demonstrated familiarity with current regulatory and administrative procedures related to the utility segment referenced in the response.
- The experience of the Project/Team Manager.
- The level of experience of the supportive team members.
- Whether the firm has adequate resources to undertake this contract.
- The size of the firm's previous management contracts compared to this project.
- How the firm's fees and costs relate to the industry.
- Whether or not the firm would be a good match for the project and for the City of Ontario.

The Review Committee will rank the submittals. The Committee will use an agreed review protocol that reflects the criteria outlined in this RFQ and direction from the Council. The Review Committee, following ranking of the firms providing responses, will forward their rankings and recommendations to the Council. The Council will review the recommendations and direct staff to take one or more of the following actions:

- Abandon the RFQ/RFP process and proceed using the existing operation structure.
- Select either a single consultant firm (or specific firms for each area of management) with whom to negotiate, based on the recommendation of the Selection Review Committee. Such negotiations shall be pursued based upon the information provided in the Contractor's SOQ along with the experience and innovative approaches demonstrated therein. Negotiations shall delineate scope of work, extent of operations, contract and fee. The City expects to select the

most qualified Respondent(s) based on our interpretation of qualification, abilities, experience, technical expertise, financial strength, corporate resources and depth, innovative approaches and client and peer review. References will be contacted as part of the review and negotiation process.

- Conduct interviews with multiple shortlisted firms. The City will not shortlist more than three firms should interviews be pursued.
- The City will initiate negotiations with the selected highest scoring respondent. Should the negotiations fail to result in a functional agreement, the City may elect to terminate negotiations with the first ranked Respondent and begin negotiations with another respondent or cancel the process.

4.3 Schedule

Statements of Qualifications are due at the time noted in the advertisement. Following receipt of the statements we anticipate a five to six week review period where the review committee will examine the submittals, make initial inquiries and follow up with references. The committee recommendations will be forwarded to the Council. Staff anticipates that another two weeks will be involved in responding to Council requests and follow up to their inquiries. If the Council determines we should proceed with the process the Public Works staff will issue requests for proposals to selected entities. We will allow a minimum of four weeks for potential contractors to prepare proposals. Any tours and exchanges of operational, management negotiations a contract shall be present to the Council for final approval.

4.4 Contract Award

Following contract negotiations a contract shall be present to the Council for final approval. The Council will review the contract and either vote for approval and moving forward through a transitional period or abandon the project.

5 Agreement

The City has not prepared an agreement for this work. The City will use either an agreement prepared by our attorney or an acceptable agreement provided by the Contractor subject to review by the City attorney. At a minimum the agreement will include the following provisions:

- Provision of liability for the payment of fines and/or civil penalties levied against the Contractor by any regulatory agency having jurisdiction as a result of failure to comply with the terms and conditions of any permit, court order, administrative order, law, statute, ordinance, etc. for reasons resulting from the Contractor's negligence during the period of the contract.
- Provisions for compliance with Oregon Health Authority requirements (as applicable) for delivery of potable waters. Such provisions shall include quality, monitoring, reporting, processing and any other requirements of the OHA.
- Provisions of indemnification and hold harmless of the City and its agents, officers, assigns, employees, etc. from any loss or liability for claims, damages, lawsuits for reasons resulting from the Contractor's negligence during the period of the contract.
- Provision for a three year term with additional three year extension. Such extensions shall include a termination for convenience clause along with a contract termination clause if the level of performance is unsatisfactory.
- Provisions of comprehensive liability insurance policies naming the City as additional insured for bodily injury and/or property damage in the amount of not less than five million dollars.
- Provision of a fixed dollar value for Repair and Replacement such that the Contractor's obligations will be explicit as to maintenance of the City's equipment and facilities. Such Repair and Replacement limit will not include Contractor's onsite labor. A specific method of decision making concerning the use of funds for repair and replacement and integration of that process in the City budget shall be outlined in the agreement.
- Provision that the Contractor shall be responsible for maintaining all manufacturers' warranties on new equipment purchased by the City and assist the City in enforcing existing equipment warranties and guarantees.
- Provision that the Contractor shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, technical, laboratory, and clerical, who meet relevant State of Oregon requirements and certifications regarding operations and maintenance, and are capable and demonstrate experience necessary to operate and maintain the facility.
- Provision that the Contractor shall operate all facilities such that noise shall be effectively controlled and that no disruption of adjacent neighborhoods shall result.
- Provision that the Contractor shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc. A proper safety program must be implemented, and all portions of that program shall be adhered to.

- Provision that the Contractor shall provide the City with a full accounting of all expenditures at intervals and in sufficient detail as may be determined by the City, and assist the City in the preparation of annual operating budgets.
- Provision that the Contractor shall provide the City with full documentation that preventive maintenance is being performed on all City-owned equipment in accordance with manufacturers' recommendations at intervals and in sufficient detail as may be determined by the City. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
- Provision that within the first ninety (90) days, the Contractor shall provide the City with a listing of any recommended capital improvements the Contractor believes will be required for any of the facilities covered under the contract. The Contractor will not be relieved of his responsibilities to perform if the recommendations are not implemented, however.
- Provision for the Contractor to provide computerized maintenance, process control, and laboratory management systems.
- Provision that the Contractor shall finance capital improvement projects that have been requested and/or authorized by the City subject to mutually agreeable terms and conditions of repayment.
- Provisions that outline payment schedules and procedures for application for payment.
- Clear delineation of remedies and procedures related to litigation, arbitration and other dispute resolution methods.
- Provision that limits the assignment of the contract to other parties.
- Provisions for the development and delivery of monthly summary reports to the Public Work Director and, as determined reasonable to the Council.

ADDITIONAL RESOURCES

The City has extensive records, budgets, staffing reports, master plans and compliance records. We do not see these documents as germane for the qualifications phase of this solicitation. The City will provide a list of documents and make them available for viewing by firms who are short listed and move to the proposal stage.

AMENDMENT NO. 1
to the
AGREEMENT FOR OPERATIONS,
MAINTENANCE, AND MANAGEMENT SERVICES
for the
THE CITY OF ONTARIO, OREGON

This Amendment No. 1 (the "Amendment") to the Agreement for Operations, Maintenance, and Management Services for the City of Ontario Oregon, dated June 4, 2014 (the "Agreement") is made and entered into this 17th day of August, 2015 by and between the (hereinafter "City") and Operations Management International, Inc. (hereinafter "CH2M HILL").

NOW THEREFORE, Owner and CH2M HILL agree to amend the Agreement as follows:

1. Appendix A, Section A.6 is deleted in its entirety and replaced with the foregoing:

A.6 "Capital Expenditures" shall mean any expenditure for a capital improvement which the City elects to or is required to pay under its Capital Improvement Fund for either new equipment or facilities, or for non-routine expenditures which are planned and budgeted for.
2. The following Section D.7 is added to Appendix D:

D.7 581 SW 33rd St, Ontario, OR 97914
3. The following is added to Appendix H, Section H.1:

745 NW 3rd Avenue, Ontario, OR, 97914 (Custodial Services Only)

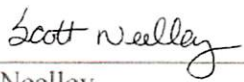
1345 Golf Course Road, Ontario, OR 97914
4. Appendix B is deleted in its entirety and replaced with the Appendix B attached hereto.
5. Appendix E is deleted in its entirety and replaced with the Appendix E attached hereto.

This Amendment together with any previous Amendments and the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in force and effect. Neither this Agreement nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of this Amendment by their signatures below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**


Authorized Signature:



Scott Neelley
Vice President
Date: 11/2/2015

THE CITY OF ONTARIO, OREGON

Authorized Signature:



Date: August 17, 2015

hea 09/02/2015

APPENDIX A -

APPENDIX B - SCOPE OF SERVICES

B.1 GENERAL

- B.1.1** CH2M HILL will staff the Project with employees who have met the certification requirements or at the beginning of this Agreement who are working on their certification for the State of Oregon, and conduct necessary and required training programs for all personnel to ensure proper operation of the Project and performance of the Services. For the employees of CH2M HILL who are working on obtaining their certification, CH2M HILL will apply for reciprocity at next certification time with the State of Oregon.
- B.1.2** CH2M HILL shall staff the Project with a Project manager who shall perform the duties of the City's Public Works Director, as set forth in the City's Municipal Code on the Commencement Date.
- B.1.3** CH2M HILL shall be responsible for and manage the delivery of Services under this agreement through the implementation of various programs to document and schedule the efficient implementation of the work, which shall be further defined in the Technical Standards.

 - B.1.3.1** Repairs and activities to be provided under the terms of this Agreement shall be documented, assigned a Work Order number, and shall be tracked for completion by CH2M HILL.
- B.1.4** Unless and except as otherwise specified herein, CH2M HILL shall pay all Direct Cost incurred in normal Project operations, subject to any applicable limits set forth in Appendix E.
- B.1.5** CH2M HILL shall have the responsibility to administer all safety programs, inspections, training, safety, equipment Repair, and Preventive Maintenance required to comply with OSHA and State of Oregon regulations.

 - B.1.5.1** Where employees are required by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, CH2M HILL shall provide the training and agree with the employee to a reasonable time frame for the employee to qualify for such certificate, license, or authority.
 - B.1.5.2** CH2M HILL shall provide to all employees performing the Services under this Agreement, training specific to the CH2M HILL's safety program, within forty-five (45) days from the effective date of this Agreement.

B.1.8.1 CH2M HILL will work with City staff to create, revise, and carryout emergency plan protocols.

B.1.8.2 CH2M HILL shall provide sufficient on-call staff to respond to emergency calls 24 hours per day, 7 days per week. Staff will respond as soon as possible, but no later than (2) hours after receipt of an emergency call. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.

B.1.8.3 In the event of a disaster, natural or manmade, CH2M HILL shall assist when reasonable and safe to do so, within the current project staff capabilities or capabilities of subcontracted services, with the clearing of streets of fallen trees and debris, cave-ins, wash outs, etc.

B.2 WASTEWATER TREATMENT PLANT

B.2.1 Within the design capacity and capability of the City's facilities, CH2M HILL shall manage, operate, and maintain the WW Plant, so that effluent discharged, meets the requirements specified in Appendix C.

B.2.2 CH2M HILL may alter the process and/or facilities to achieve the objectives of this Agreement, subject to the requirements of Appendix B.1.7.

B.2.3 CH2M HILL shall document all Preventive Maintenance performed. City shall have the right to inspect maintenance records during normal business hours.

B.2.4 CH2M HILL shall prepare all NPDES permit reports pertaining to the services CH2M HILL provides under this Agreement and submit these in a timely manner to City, Department of Environmental Quality ("DEQ"), and other appropriate regulatory agencies. Any assistance with the NPDES reports beyond what is provided for in this section shall be a Scope Change.

B.2.5 CH2M HILL shall be responsible for treating, transporting, and disposing of all Residuals generated at wastewater treatment plants to the Payette County Landfill, Payette, Idaho. Removal of accumulated lagoon and irrigation pond Residuals at the WW Plant by CH2M HILL will be considered an Out of Scope or CIP project. City and CH2M HILL agree that City is the generator of the residuals.

B.2.6 CH2M HILL shall provide City with updated emergency operating plan for the WW Plant which shall be reviewed and updated, as needed.

B.2.7 CH2M HILL shall operate the WW Plant, all processes and facilities in such a manner that odor problems are minimized including odors from grit, grease, scum, and other odor sources.

B.2.8 CH2M HILL shall comply with regulatory requirements including DEQ and Environmental Protection Agency requirements regarding the WW Plant

operations and maintenance, and provide City with reports and other information regarding potential or actual violations involving the Project. Changes in existing regulatory requirements which increase costs are considered Scope Changes.

- B.2.9 CH2M HILL shall provide all laboratory testing and sampling required by City's NPDES permits which are applicable on the date of the Commencement Date, and provide results of such testing and sampling to City in a timely manner. Any change in NPDES testing requirements shall be considered a Scope Change. CH2M HILL shall use of the City's laboratory to perform testing and sampling for the benefit of City only, unless CH2M HILL contracts with City separately to use City's laboratory to perform testing and sampling for other entities.**

B.3 COLLECTION SYSTEM

- B.3.1 Inspect and clean the Sanitary Collection System, including lines, manholes, and pump station wet wells in accordance with a mutually agreed upon schedule, which shall be revised periodically based on the Sanitary Collection System needs to maintain free-flowing conditions. The goal shall be to inspect and clean the entire Sanitary Collection System every three (3) years in which this Agreement is in effect, inaccessible locations excepted. It is agreed by both Parties that the number of emergency Repairs required in excess of twenty (20) Repairs in any one Year may impact the inspection and cleaning schedule.**
- B.3.2 Operate and maintain pump station systems, including those at the Snake River Correctional Institution headworks, to insure free-flowing conditions and elimination of Pump Station overflows. Telemetered Pump Stations will be inspected weekly, and non-telemetered pump stations will be inspected daily, or on a mutually acceptable schedule.**
- B.3.3 Respond to call-outs 24-hours/day to investigate blockages within two (2) hours of notification, and cleared as soon as reasonably possible. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.**
- B.3.4 Perform up to twenty (20) emergency line Repairs per year, and only to a maximum depth of five (5) feet. Any emergency line Repairs which exceed five (5) feet in depth or are requested after the twenty (20) emergency Repairs have been performed, an outside service contractor may be employed.**
- B.3.5 Adjust manholes as needed.**
- B.3.6 Televisе lines to locate lateral and stub-out connections and sources/causes of problems.**
- B.3.7 Perform dye and smoke testing to locate laterals, broken lines and illegal connections.**

- B.3.8 CH2M HILL will maintain the City's Stormwater Collection System, including storm drainage system piping, ditches and inlets. CH2M HILL will clean the storm drainage collection system on an as needed basis.**
- B.3.9 CH2M HILL will respond to calls related to clogged storm drainage inlets during snow melting or heavy rain events.**
- B.3.10 CH2M HILL will continue City's annual fall leaf pickup service to prevent clogging of catch basins and storm drains, where the citizens in town voluntarily rake up the leaves from the trees in their yard(s), bag the leaves, and place the bags at the curb for CH2M HILL staff to load the bagged leaves in and haul the bagged leaves to a disposal site.**
- B.3.11 CH2M HILL will participate in and monitor compliance with the various discharge rules set by the Oregon DEQ, specifically the Snake River/Hell Canyon Total Maximum Daily Load ("TMDL") requirements, in accordance with City's Stormwater Management Plan.**

B.4 LINE LOCATES

- B.4.1 All line locate requests shall be made directly to CH2M HILL through the Oregon Utility Notification Center, and CH2M HILL will be responsible for responding to all line locate requests. CH2M HILL shall perform regularly scheduled Collection System and Water Distribution System line locates, within the time frame specified by the Oregon Notification Center, generally two (2) days from the time the locate ticket is issued. In the event that Project staff resources are otherwise occupied in a higher priority task or project and are unavailable to perform the locate, the cost for such locates shall be considered a Repair cost.**
- B.4.2 Emergency locates shall be performed as soon as reasonably possible, given the nature of the emergency and the potential of imminent loss of life or property.**
- B.4.3 City shall give CH2M HILL access to City's database of information about the locations of all public sanitary and storm water lines associated with City's Collection System. That information may not be accurate enough to rely on for the purpose of doing precise line locates, particularly in older areas of City, in which case CH2M HILL will reasonably attempt to obtain information from other sources in performing a line locate subject to the standard operating procedures mutually developed and agreed upon by CH2M HILL and the City.**
- B.4.4 CH2M HILL shall mark all public collection lines and pressure lines with a margin of error of 2 feet of each side of the locate, in accordance with the Oregon Administrative Rules, Chapter 852, Division 1, as defined in the Oregon Utilities Coordinating Council Standards Manual.**
- B.4.5 CH2M HILL shall exercise reasonable care and diligence in performing line locates. City shall pay for any repairs to private property or public utilities resulting from errors in marking due to insufficient or erroneous information**

supplied by City when other information was not reasonably available to CH2M HILL, as set forth in the standard operating procedures. Damage due to operator misinterpretation shall be paid for by CH2M HILL.

B.5 WATER TREATMENT PLANTS

- B.5.1 Within the design capacity and capability of the Water Treatment Plants, manage, operate, and maintain the WT Plants so that finished water discharged from the WT Plants meets the requirements specified by the State of Oregon and U.S. Environmental Protection Agencies for Public Water Systems and National Primary Water Treatment Regulations as outlined in Appendix C. CH2M HILL shall be responsible for meeting potable water quality limitations established therein unless the raw water supply contains materials or liquids contained in the raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project.**
- B.5.2 Perform all laboratory testing and sampling currently required; daily, weekly, monthly, and annual by the State and Federal Safe Drinking Water Regulations required at the WT Plants, from raw water screens until the plant finish water meter. Additional laboratory testing and sampling requested by the City or regulatory agency, including testing for arsenic, will be provided on a fee per test basis to be determined at the time of the request.**
- B.5.3 Provide and document all Preventive Maintenance for the WT Plants. City shall have the right to inspect these records during normal business hours.**
- B.5.4 Provide and document Repairs for the WT Plants.**

B.6 WATER DISTRIBUTION AND METER READING

- B.6.1 CH2M HILL shall operate, maintain and repair the City's treated Water Distribution System, as described herein, in accordance with generally accepted industry standards, environmental regulations, and the City's construction standards in such a manner as to efficiently deliver treated water to the City's customers.**
- B.6.2 CH2M HILL shall maintain City's Back Flow Cross Connection Program as follows: For all private residences and commercial properties, CH2M HILL shall maintain records of all existing back flow devices and installation of new devices. For all of the facilities set forth in Appendix D and Appendix H, CH2M HILL shall maintain all backflow devices.**
- B.6.3 CH2M HILL shall respond to any Water Distribution System pipe line leak or break, as soon as possible, but in any event, within two (2) hours of being notified or otherwise learning of such leak or break. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.**

- B.6.4 CH2M HILL shall affect proper repair of any Water Distribution System leaks or breaks which occur within any water and/or service lines up to and including the water meter installation located on public or private property. CH2M HILL shall not be responsible for repair of any leaks or breaks in water service lines from the City's customer side of the water meter installation to the dwelling located on either public or private property. However, CH2M HILL shall make reasonable effort to notify available occupants of such property that a leak or break exists or post such notice in a conspicuous location on the property. If a leak or break between the water meter installation and property dwelling is severe to the extent that it could cause real or property damage, CH2M HILL shall have the right to shut off such service and shall make reasonable effort to contact property occupants available or post notice to contact CH2M HILL.
- B.6.5 In the course of performing work on the City's water distribution system, CH2M HILL shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation. CH2M HILL shall backfill and compact such excavation in accordance with the City's standards and specifications for construction and traffic control procedures, which shall be considered a Repair. At City's request, CH2M HILL may provide finished resurfacing and/or re-sodding and landscaping, which shall be considered a Repair. All resurfacing, re-sodding and landscaping shall be limited to Five Thousand Dollars (\$5,000) per Work Order or event. Any work required in excess of such limit shall require the consent of the City. The City shall have the right to inspect and test any or all excavation, backfilling and compaction, and resurfacing operations to assure conformance with the City's standards and specifications for such construction.
- B.6.6 CH2M HILL shall implement a water distribution system maintenance program which will include regular flushing of dead end system main lines, valve exercising, system pressure regulator valve testing and system zone pressure balancing, on an as needed basis.
- B.6.7 CH2M HILL shall not be responsible for any repairs to private property or public utilities resulting from errors in marking due to insufficient or erroneous information supplied by City.
- B.6.8 CH2M HILL shall install new water service connections and/or water meters in a timely manner and in no event later than the second (2nd) business day after receipt of a Work Order calling for such installation, unless any delay beyond five (5) days is due to unavailability of parts or circumstances outside of the control of CH2M HILL which prevent installation, in which case such work will be completed as soon as the parts are obtained.
- B.6.9 CH2M HILL shall complete Work Orders for disconnections, reconnections, meter tests, and other general Work Orders for existing water services in a timely manner and in no event later than the second (2nd) business day after receipt of a Work Order, unless any delay beyond three (3) business days is due to

unavailability of parts or circumstances outside of the control of CH2M HILL, in which case such work will be completed as soon as the parts are obtained. Any Work Order received after 3:30 p.m. will be considered received on the next business day.

- B.6.10 CH2M HILL shall perform new meter installations and meter changes and provide the City's customer service department with a monthly update of completed Work Orders for any meter changes and new meter installations. New meter installations and meter changes to the main meter body shall be limited to fifty (50) meters per Year. Any additional installations or changes shall be included Scope Change.
- B.6.11 CH2M HILL shall respond to emergency conditions without a Work Order and within two (2) hours of being notified or otherwise learning of such emergency. CH2M HILL's goal will be to maintain not more than a 60-minute average response time.
- B.6.12 CH2M HILL shall be entitled to receive additional compensation for service requests requiring alteration, modification, addition or deletion of any existing water distribution system components.
- B.6.13 CH2M HILL shall read water meters with a radio-read device, according to a mutually agreed upon schedule, and provide the data to the City's finance department.

B.7 FIRE HYDRANTS

- B.7.1 CH2M HILL shall provide the City's fire department with a tabulation of hydrants that have been added, removed or repaired when these are completed. A year-end status of fire hydrant identification and location within the water distribution system also shall be provided annually.
- B.7.2 CH2M HILL shall perform minimum maintenance which includes: a visual inspection of the hydrant; a check for leaks; lubrication of the outlet threads, cap threads and valve stem. Any parts and materials required for the maintenance and repair of fire hydrants shall be considered a Repair. Records of this maintenance shall be provided by CH2M HILL to City and to the City's fire department annually.
- B.7.3 CH2M HILL shall flush mains as necessary. Dead-end mains shall be flushed on an as-needed basis, and at least annually. If a dead-end main cannot be flushed as described herein, CH2M HILL shall report such locations to the City for possible installation of a blow-off or hydrant that would provide flush point access.

B.8 PUBLIC WORKS OPERATIONS GENERALLY

B.8.1 Public Works services shall be performed by CH2M HILL in accordance to manuals, standards, and guidelines which shall have the following order of precedence:

B.8.1.1 Technical Standards, as may be updated from time to time in accordance with the terms of this Agreement;

B.8.1.2 City of Ontario ordinances, resolutions, or other council adopted items;

B.8.1.3 City of Ontario specifications, procedures and guidelines;

B.8.1.4 Malheur County specifications, procedures and guidelines;

B.8.1.5 Manual on Uniform Traffic Control Devices - 2009;

B.8.1.6 Oregon Department of Transportation Standards and Specifications - 2011;

B.8.1.7 Oregon Department of Transportation Pavement Design Manual - 2013;

B.8.1.8 American Association of State Highway and Transportation Officials (AASHTO), Federal Highway Administration, American Waterworks Association or Institute of Traffic Engineers specifications, procedures and guidelines as applicable

B.8.1.9 Generally accepted industry standards

B.8.2 Customer Service.

B.8.2.1 CH2M HILL shall provide administrative clerical support to assist with Public Works Department functions and operations by performing such tasks as, but not limited to, answering phones, greeting customers (reception services), issuing public works permits, filing and records management, responding to citizen inquiries, preparing correspondence, and performing other miscellaneous clerical tasks.

B.8.2.2 CH2M HILL, its agents and employees, will conduct all of their interactions with the citizens and the public relating to the performance of the Services in such a manner as to provide customer service that reflects positively upon City's reputation and public image.

B.8.3 Unless otherwise noted in this Agreement, CH2M HILL shall maintain for the purpose of City business, staffed Public Works Operations, Monday through Friday, with the exception of these ten (10) holidays:

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

B.9 STREET AND RIGHT-OF-WAY MAINTENANCE

B.9.1 Snow removal.

B.9.1.1 CH2M HILL shall establish, with City, mutually agreed upon protocols for snow events.

B.9.1.2 CH2M HILL shall oversee all aspects of a snow event, including ensuring that CH2M HILL staff is familiar with the current conditions.

B.9.1.3 CH2M HILL's personnel will maintain regular contact with the City's designee, relaying current weather conditions, road conditions, and staffing levels, and recommending additional deployment or material applications as the situation dictates.

B.9.1.4 City and CH2M HILL agree that the Base Fee set forth in Appendix E is based upon an assumption of four (4) major snow events (of two (2) inches or more of snow) per year. In the event that the number of major snow events exceed four (4) events, the Parties agree to negotiate, in good faith, additional compensation.

B.9.1.5 City and CH2M HILL shall agree to primary and secondary routes for snow removal. The lane-miles of primary and secondary (collector) routes is 41.5. Snow removal on State Highways located in the City limits remain the responsibility of the state of Oregon. CH2M HILL will continue to maintain the mutual aid relationships between City, Malheur County and the state Oregon with respect to routes in or bordering City. City will fully indemnify CH2M HILL for any claims or damages with shall arise as a result of its participation in of or in furtherance of the

mutual aid relationship, that are not a result of CH2M HILL's negligence or willful misconduct.

- B.9.1.6 Selected residential streets, which shall be mutually agreed upon by CH2M HILL and the City, will be plowed by CH2M HILL when snow accumulation is six (6) inches or more, within a twenty-four (24) period. Residential snow routes total approximately 170 lane miles.
- B.9.1.7 Stakes are provided or delivered from City, at no charge, to the disabled and elderly who are unable to clear the berm at their homes. CH2M HILL will clear the driveway at the curb of any residential structure displaying such a stake located on a primary or secondary route, as soon as possible when snow is removed from such primary or secondary route.
- B.9.1.8 City shall provide storage for sand and magnesium chloride for CH2M HILL's use. City shall maintain the contract with Oregon's Department of Transportation to provide magnesium chloride and shall ensure that CH2M HILL shall have access to sand and magnesium chloride, as needed. City will provide the magnesium chloride.
- B.9.2 CH2M HILL will perform pothole repair and minor roadway maintenance proactively. Streets will be surveyed by area to determine minor roadway repairs needed. Additionally, citizen requests will be utilized and Work Orders will be assigned to complete repairs efficiently according to the priority ranking assigned. Minor street maintenance activities may include but are not limited to: evaluation of rehabilitation and replacement needs and priorities, long and short-term planning of budgetary needs, identification of state/city/county highway needs, minor patching, major patching, skin patching, patch back, crack seal, pothole patching, gravel maintenance, shoulder rebuilding, and other related activities including, but not limited to any related material hauling, guardrail repair, equipment maintenance, utility coordination, construction contractor coordination, flagging, and inspection. Pothole patching includes surface patching and crack repairing.
- B.9.3 At City's direction CH2M HILL will provide concrete maintenance on the City-owned sidewalks, curbs and gutters, and other concrete surfaced areas. Any such maintenance shall be considered a Repair.
- B.9.4 CH2M HILL will develop a program to maximize the efficiency of street cleaning and sweeping , which shall be approximately 72.06 miles (about 144 curb miles), per sweep, within the City. Scheduled street sweeping will generally be on fixed routes and along the curb-lines, median curbs, or adjacent traffic lanes, when warranted. The street sweeping program will clean all of City's streets three (3) times per year, doubling the sweepers during the spring and fall sweeps due to heavy debris, done at a time of day that maximizes efficiency. Additional sweeps in the City's downtown area, which is approximately 1.8437

miles (about 4 curb miles), may be necessary. The program will include provisions for sweeping following snowstorms and rainstorms, as necessary.

B.9.5 CH2M HILL will provide other right-of-way maintenance that will include mowing, weed control, vegetation trimming, litter pickup, hand mowing and sweeping, tree trimming where travel lanes are impacted, island maintenance, graffiti removal from City-owned assets in the right of way, and any related equipment for maintenance and traffic control. Remove fallen dead trees in the City's public rights-of-way, in accordance with the policies developed by the City and/or the Technical Standards.

B.9.6 CH2M HILL will provide, when reasonable and does not endanger the welfare of its employees, emergency response for issues creating a hazard to public safety, health, and welfare, including roadway failures, downed trees, flooding, in accordance with the policies developed by the City and/or the Technical Standards. Initial response will include providing warnings and traffic control devices to warn motorists of a hazard. If the City requires clean up with existing staff during normal operating hours, existing resources can be deployed to deal exclusively with the emergency, as required. If the City elects to have additional staff assist in the storm cleanup to expedite the process outside a normal work routine, the employment of this staff shall be an Out of Scope. In the event of a declared emergency or disaster, CH2M HILL will work at the direction of the City's designee, or the City's Police Chief when directed by the City's designee. CH2M HILL will provide emergency response as soon as is safely practical but not to exceed two (2) hours for initial assessment and four (4) hours for crews to arrive onsite as needed. CH2M HILL's goal will be to maintain not less than a 60-minute average response time for initial assessment.

B.10 TRAFFIC SERVICES

B.10.1 Traffic Sign Maintenance.

B.10.1.1 CH2M HILL shall operate a traffic sign maintenance program to schedule inspection and provide replacements as needed, to bring signs up to current MUTCD retro-reflectivity levels.

B.10.1.2 CH2M HILL shall operate a sign inspection program that ensures all signs are inspected over a 5-year period and replace any signs not meeting MUTCD retro-reflectivity levels.

B.10.1.3 CH2M HILL shall furnish and install new or replacement traffic and street name signs at traffic intersections, as needed.

B.10.1.4 CH2M HILL shall trim/remove brush in order to provide clear visibility for traffic signs and for sight triangles at intersections.

B.10.1.5 For purposes of this Agreement, the replacement of any signs covered under this Section B.10.1 shall be considered a Repair.

- B.10.2 CH2M HILL shall develop a pavement marking program and shall cooperate with ODOT in implementing this program. CH2M HILL shall perform minor lane striping, crosswalk marking, and any related traffic control. Work performed by CH2M HILL under this Section shall be considered a Repair.
- B.10.3 Installation and maintenance of traffic signals is currently performed by The State of Oregon Department of Transportation (ODOT). CH2M HILL shall coordinate with ODOT, when requested. CH2M will not be responsible for any damages caused by ODOT or its contractors for performing repairs on or around City traffic signals.
- B.10.4 CH2M HILL shall manage and coordinate work activities with public works staff and ODOT related to traffic engineering issues. Provide emergency response for traffic signal or traffic sign incidents considered a threat to public safety. In the event the emergency involves traffic signal maintenance, CH2M HILL will notify ODOT.
- B.10.5 CH2M HILL staff will work with City to determine the best methods for implementing suggested improvements. Minor improvements (traffic control devices including signs and striping) will be considered Repairs under this Agreement. Major improvements will be incorporated into the Capital Improvement Plan.

B.11 ENGINEERING SUPPORT SERVICES

CH2M HILL will provide the following engineering services:

B.11.1 Traffic Engineering.

- B.11.1.1 CH2M HILL will review plans on behalf of City for transportation aspects of development and public works projects to be completed or under construction. The projects will be reviewed to verify compliance with approved plans and with current engineering standards and City requirements. Coordinate project inspections and development requirements. Inspections will be carried out as necessary to assure responsive, efficient service. Inspect equipment, such as traffic signals, signs, etc., near the end of the warranty period and prior to final acceptance.
- B.11.1.2 Compile information used for various engineering projects. Research and enter statistical data on computer on such issues as growth, employment traffic, etc.
- B.11.1.3 Any work which requires the certification of a traffic engineer shall not be considered within the scope of this Section B.11.1.1 and shall be considered an Out of Scope service.

B.11.2 Civil Engineering. CH2M HILL shall provide the following services for City's minor public works projects:

B.11.2.1 Perform design review and actual design of minor public works projects. Prepare project construction plans and specifications, computations, and cost estimates.

B.11.2.2 Using modern drafting techniques produce maps, specifications, plans, charts and diagrams for City public works' projects from field notes. Prepare preliminary design by drawing cross sections, preliminary topographic features, etc.

B.11.2.3 Perform various surveying tasks for location of field construction projects, locating and establishing lines, grades and locations, establishing rights of way and easements, etc., and staking same, to establish topographical details in preparation for public works improvements, requiring knowledge of survey equipment and techniques.

B.11.2.4 Inspect construction projects for material quality and contractors' adherence to plans, specifications, and satisfactory construction practices. Act as project manager for assigned minor City projects involving programming, scheduling, cost control, quality control, scope management, contract management, resources management, and interface management.

B.11.2.5 Any project requiring an engineering stamp shall not be considered within the scope of this Section B.11.2 and shall be considered an Out of Scope service.

B.11.3 CH2M HILL shall provide engineering support to City Council, Planning Commission, and staff as required. Check work of other technical services personnel for accuracy and completeness.

B.12 CAPITAL IMPROVEMENT PROGRAM

B.12.1 CH2M HILL will develop and provide to City a list of all recommended major capital improvement projects, including prioritization of such, over the life of this Agreement in the form of a Capital Improvement Plan, which shall be updated on an annual basis.

B.12.2 CH2M HILL shall assist City with the procurement of all CIP projects including but not limited to drafting requests for qualification and requests for proposals, evaluation of respondents and conducting due diligence.

B.12.3 CH2M HILL will provide complete program management services for projects in the Capital Improvement Plan, which City has elected to complete as part of its Capital Improvement Program.

- B.12.4** In the event that CH2M HILL or one of its affiliated entities would like to submit a proposal for a CIP project, CH2M HILL will proceed as follows: as soon as CH2M HILL becomes aware of a potential, perceived or real conflict of interest, CH2M HILL shall immediately inform City of that conflict. If first notification to the City is verbal, a written notification of the potential conflict will be made within twenty-four (24) hours after verbal notification is made. Said conflict notification will include a recommended approach to mitigating the conflict. If the City concurs with CH2M HILL's recommended approach, CH2M HILL will immediately implement the conflict mitigation resolution. CH2M HILL shall update the City on a regular basis regarding the status of the conflict mitigation resolution. If City believes the recommended approach to the conflict mitigation resolution is insufficient to resolve the conflict, the City shall suggest modifications to the conflict mitigation resolution. The Parties shall endeavor to work out a mutually agreeable resolution.
- B.12.5** CH2M HILL shall provide project management documentation to maintain and update CIP files in conjunction with the City's electronic documentation system, including GIS database updates and mapping. Prepare reports for City Council on CIP as requested.
- B.12.6** CH2M HILL shall respond to inquiries, complaints, and requests, as needed, on behalf of City for any CIP project.
- B.12.7** CH2M HILL shall manage construction contracts for CIP projects. Perform necessary inspections to ensure contract compliance, including quality assurance. Review and approve traffic control measures. Review invoices, verify work performed and quantities used, and prepare applicable payment requests.
- B.12.8** CH2M HILL shall attend meetings as required with City Council, Public Works Committee, Public Works staff and other governmental agencies.

B.13 GEOGRAPHIC INFORMATION SYSTEM.

- B.13.1** CH2M HILL shall coordinate with the designated City IT contractors for the maintenance and storage of documents and records necessary for the effective operation of the City's geographic information system (GIS) database for delivery of the Services.
- B.13.2** CH2M HILL shall maintain current and standardized GIS platform including AutoCAD records.
- B.13.3** CH2M HILL shall service, update, and maintain Public Works GIS databases and maps, as needed.
- B.13.4** CH2M HILL shall provide GIS-related information and/or data in response to requests and needs of City personnel. GIS data developed as part of the scope of this project was developed for the specific purpose of delivery of the Services under this Agreement only. CH2M HILL does not guarantee the accuracy of the

data for use in the Public Safety or any other area of the City's operations and shall not be liable, to any extent, for damages arising out of or relating to such use.

B.13.5 CH2M HILL shall develop and maintain all GIS information for the City as related to this Agreement. Develop the necessary documentation for the development, maintenance retrieval, reproduction, and storage of the GIS information.

B.13.6 CH2M HILL shall provide GIS-related analysis and/or maps and data in response to requests. Collaborate with City on required needs assessments.

B.14 FACILITIES MAINTENANCE

CH2M HILL shall provide the following maintenance services for the facilities listed in Appendix H.1 of the Agreement:

B.14.1 Building Facilities – Exterior

CH2M HILL shall provide the following service on an as needed basis:

B.14.1.1 Inspect all public and employee entrances and ensure passages are free from hazardous conditions, clean and free from trash.

B.14.1.2 Inspect parking lot and walkway areas and ensure parking and walkways are clear from obstructions, including snow and ice.

B.14.1.3 Regularly inspect, monitor, and test building generators. Fuel tanks must be at a minimum ½ full. Building generators are currently located in the City Hall building, the Public Works building and in the WT Plant building listed in Appendix H.1.

B.14.1.4 If a hazardous condition associated with the Services provided or managed by CH2M HILL is observed while in the course of performing the Services, CH2M HILL shall immediately take appropriate measures to secure and address issues that present hazardous conditions and report issues that should be escalated or addressed through a permanent solution.

B.14.1.5 Walk the perimeter of the buildings to note any issues associated with the Services provided or managed by CH2M HILL. Report any items to and coordinate resolution with the Owner.

B.14.1.6 Maintain City's functioning security cameras. Any replacements or repairs of the Camera shall be considered a Repair. Cameras are located at City Hall, WT Plant, and WW Plant as listed in Appendix H.1.

B.14.1.7 Periodically sweep parking lots as needed when clear of snow and ice to remove sand accumulation.

B.14.1.8 Perform curb-to-curb snow removal and ice control for all entrances, exits, driveways, parking areas, sidewalks, and stairways so that personnel and customers have safe access to the buildings identified in Appendix H.1 and their adjacent parking areas. De-icer (non-injurious to concrete) will be required for concrete areas.

B.14.2 Building Facilities – Interior

CH2M HILL shall provide the following service on an as needed basis:

B.14.2.1 Inspect lighting and replace bulbs to ensure proper working order. Clean light fixtures as needed.

B.14.2.2 Perform custodial services.

B.14.2.3 Inspect and immediately respond to maintenance issues of an emergency nature and facilitate correction of any other issues observed or reported pertaining to common, office and public areas.

B.14.2.4 Provide general maintenance, including but not limited to touch-up painting and minor plumbing.

B.14.2.5 Monitor room temperatures and adjust HVAC systems as needed.

B.14.2.6 Work with designated City staff to provide appropriate access to City employees and contractors.

B.14.3 Annual Inspections of Facilities

B.14.3.1 CH2M HILL shall prepare, schedule, and facilitate annual building inspections and correction of any issue relating to such inspection for the following:

- Fire Code Compliance
- Fire Sprinkler
- Fire Alarm System
- Fire Extinguishers
- Elevator
- Building Security Survey conducted by City's law enforcement provider.

B.14.4 City-Sponsored Event Set Up and Coordination-CH2M HILL shall set up barricades and traffic control for up to six (6) City events. City shall provide all equipment for the City sponsored event set up. Any additional events shall be a Scope Change.

B.14.5 Seasonal Decorations - CH2M HILL will install and remove seasonal decorations at City facilities per a timetable mutually agreed to by the City and the CH2M HILL.

B.14.6 Contract Management of Other Service Providers.

B.14.6.1 CH2M HILL shall inspect, monitor and manage the work of City's contractors, and vendors providing services related to the Services. This may include managing contracts between the City and another subcontractor. The City has contracted services for multiple vendors as needed, which may include, but is not limited to:

- **Telecommunications**
- **HVAC**
- **Custodial Services**
- **Window Cleaning**
- **Carpet and Floor Cleaning**
- **Building Access Security and Safety Systems**
- **Solid Waste Management**
- **Land Surveyor**
- **Gas and Electric Utilities**
- **Fire Code Compliance**
- **Fire Sprinkler**
- **Fire Alarm System**
- **Fire Extinguishers**
- **Elevator**
- **Building Security Survey**

B.14.6.2 This section shall not apply to any contract between City and any other party for the use of labor by occupants of any correctional facilities.

B.14.7 Landscape Maintenance

For the facilities set forth in Appendix H.1 and H.2, CH2M HILL shall perform the following services:

B.14.7.1 Perform regular (weekly, monthly, quarterly and annual) preventative maintenance.

B.14.7.2 Lawn Mowing/Trimming

B.14.7.2.1 CH2M HILL shall mow the grassy areas of the grounds at a frequency sufficient to keep the lawn neat in appearance and prevent the need for raking and clipping removal.

B.14.7.2.2 Clipping disposal is the responsibility of the CH2M HILL.

B.14.7.2.3 Cemetery and parks trimming will be provided by the City's contract with SRCI or Malheur County Jail. City will maintain this contract so as no interruption of service occurs.

B.14.7.3 Weed Control

B.14.7.3.1 CH2M HILL shall furnish and apply weed spray to control weeds in compliance with Section 7.1.2 of the City Code.

B.14.7.3.2 Flower beds and rocked areas shall be sprayed and weeded as necessary by CH2M HILL. The weeding and trimming of the Idaho Avenue ground cover will be performed under City's contract with SRCI or Malheur County Jail and will not be part of this scope.

B.14.7.4 CH2M HILL shall perform aeration to the appropriate lawn areas of the parks and cemeteries, with timing as mutually agreed to by the City and CH2M HILL.

B.14.7.5 All lawn areas that abut the pavement, curbs, shrub beds, sidewalks, walkways, and steps shall be edged with at such times as mutually agreed to by the City and CH2M HILL.

B.14.7.6 Leaves shall be raked, gathered, and removed from the sites set forth on Appendix H, including all bed areas and between shrubs, by CH2M HILL beginning October 15 with timing as mutually agreed to by the City and CH2M HILL until November 15.

B.14.7.7 CH2M HILL shall maintain the flower beds set forth on Appendix H from April to November.

B.14.7.8 Tree Trimming and Care

B.14.7.8.1 CH2M HILL will inspect the trees on a mutually agreed upon basis.

B.14.7.8.2 CH2M HILL will provide annual tree trimming services at a time frame mutually agreed to by the City and CH2M HILL.

B.14.7.8.3 CH2M HILL will provide tree insecticide injections at a time frame mutually agreed to by the City and CH2M HILL.

B.14.7.9 CH2M HILL will facilitate the hand-watering the City-owned flower pots by citizen volunteers on Oregon Street on a routine basis, as agreed upon with the City.

B.14.7.10 CH2M HILL shall inspect the parks and building perimeters for the facilities set forth in Appendix H, including shrub beds, decorative beds, sidewalks, driveway, parking areas, patios, and smoking areas every week throughout the entire year and remove all litter, broken branches, and debris from all areas. Special event litter pickup will be the primary responsibility of the entity or permittee sponsoring the event.

B.14.7.11 CH2M HILL shall sweep the City Hall public sidewalks, driveways, and parking lots on an as needed basis and shall be coordinated with City. Sweeping shall be done during weekends or off hours to ensure that the parking lot is empty.

B.15 Park Maintenance

CH2M HILL shall provide the following services for the Parks facilities set forth in Appendix H.3:

B.15.1 Empty trash cans located in the parks. Frequency of this service will need to be monitored and adjusted as needed.

B.15.2 Weekly and as needed thoroughly clean park walkways, and tables.

B.15.3 Wash down tables and stools in park picnic areas.

B.15.4 Refinish and re-paint up to fifty percent (50%) of existing wooden park benches each year.

B.15.5 Sweep surfaces and walkways to remove sand, bark, and other debris.

B.15.6 Clean and sanitize drinking fountains.

- B.15.7** Routine playground maintenance to the facilities in Appendix H.3 which are specified to have playground equipment.
- B.15.8** Regular maintenance of the skate park, horseshoe pits, basketball courts, and tennis courts, with frequency mutually agreed to by the City and CH2M HILL, including net maintenance and replacement, sweeping/blowing, weed pulling, fence repair, and trash removal.
- B.15.9** Coordinate with the nightly Police Department services to lock and secure both the restroom facilities and the portable restroom facilities in the parks. CH2M HILL will not be responsible for locking or securing the park restrooms.
- B.15.10** Provide cosmetic maintenance only of the Beck-Kiwanis Park bridge. It is understood that the maintenance, cleaning, and operation of the pond at the Beck-Kiwanis Park is the responsibility of the Oregon Fish and Game Department. CH2M HILL will pick up trash around the pond.
- B.15.11** Provide some maintenance of the Beck-Kiwanis Park baseball field used by the Little League Association, as requested, such as outfield mowing, trash pick-up, tree care, parking lot maintenance, and fence repair.
- B.15.12** Irrigation Services
- B.15.12.1** CH2M HILL shall activate the sprinkler system in the spring, verify functional operation, and make necessary repairs and adjustments so that it is in proper operating condition.
- B.15.12.2** CH2M HILL shall perform minor routine maintenance such as adjusting heads, cleaning head filters and adjusting the watering to correspond with the actual water needs of the lawn and landscape according to season, temperature, rainfall, etc.
- B.15.12.3** If for any reason the irrigation system is damaged by CH2M HILL, it shall be the responsibility of CH2M HILL to repair the damage.
- B.15.12.4** In the fall, CH2M HILL shall shut down the sprinkler system and all lines shall be blown out with a high-pressure air compressor to include draining of all solenoid valves.
- B.15.12.5** CH2M HILL shall perform sprinkler equipment replacement, sprinkler head replacement, line break repairs, etc. These services shall be considered Repairs.
- B.15.13** CH2M HILL shall perform curb-to-curb snow removal and ice control for all parking areas, sidewalks, and stairways (and when applicable, building entrances) so that personnel and customers have safe access to the facilities identified in

Appendix H.3 De-icer (non-injurious to concrete) will be required for concrete areas.

B.15.14 CH2M HILL shall remove all sand, debris, litter, and other material that has been deposited on the property during winter. All lawn areas, shrub beds and planting areas shall be raked and left clean. Also, lawn areas shall be repaired as needed either by installing new sod or re-seeding.

B.15.15 Portable toilets will be provided by and maintained on a weekly basis by CH2M HILL at Beck-Kiwanis and Lions Park, in lieu of the permanent bathrooms currently located in these parks. If maintenance is needed on more than a weekly basis or if additional parks are added, this shall be included as a Scope Change.

B.15.16 CH2M HILL will provide graffiti removal and vandalism correction services.

B.15.17 Inspect, monitor and manage the work of City's, subcontractors, and vendors providing maintenance services. This may include managing contracts between the City and another contractor, but shall not apply to any contract between City and any other party for the use of labor by occupants of any correctional facilities:

- Custodial Services
- Solid Waste Management
- Gas and Electric Utilities

B.16 CEMETERY OPERATIONS

B.16.1 CH2M HILL will operate both the City-owned Evergreen Cemetery and the Sunset Cemetery, described in Appendix H.4.

B.16.2 CH2M HILL services include locating plots, open/close of graves, disinterments, assisting the public, removal of headstones, and enforcing compliance of rules and regulations of each cemetery.

B.16.3 CH2M HILL shall maintain cemetery records as mutually agreed to by the City and CH2M HILL, and to assist the public in the location of plots and the deceased by maintaining and referencing records and maps.

B.16.4 CH2M HILL staff will be available to provide burial services at the hours mutually agreed to by the City and CH2M HILL on Monday through Friday.

B.16.5 CH2M HILL staff shall not be required to be on site, but shall be available by phone and able to go to the site to assist customers.

B.16.6 If requested by a customer and in accordance with City guidelines, and if CH2M HILL staff is available, CH2M HILL staff will provide burial services on Saturdays.

B.16.7 CH2M HILL shall use existing IT infrastructure to perform the functions of cemetery operations management and will maintain and update software as CH2M HILL reasonably determines is needed, which shall be considered a Repair.

B.16.8 City IT staff will assist CH2M HILL in the potential upgrade and potential utilization of the City's website and IT infrastructure.

B.16.9 CH2M HILL shall refinish and re-paint up to fifty percent (50%) of wooden cemetery benches each year.

B.17 FLEET MAINTENANCE

B.17.1 CH2M HILL shall manage the City's Public Works fleet vehicles, set forth in Appendix F, which Appendix may be added to or amended from time to time upon mutual agreement of the Parties.

B.17.2 CH2M HILL shall inspect, monitor and maintain the City's Public Works fleet vehicles as follows:

B.17.2.1 Monthly documented inspections and arrange for required preventive maintenance in compliance with the vehicle manufacturer's recommendations.

B.17.2.2 Daily walk-around inspections of vehicles which City shall make available for inspection at a mutually agreeable time.

B.17.2.3 Maintain inspection reports and findings.

B.17.3 CH2M HILL shall provide manufacturer's recommended preventive maintenance and complete repairs.

B.17.3.1 Any materials not part of preventive maintenance will be considered a Repair.

B.17.3.2 CH2M HILL shall provide input on fleet maintenance budget and keep costs within the approved budget.

B.17.3.3 CH2M HILL shall work with designated City staff to provide inspections and records in compliance with the City's risk management requirements.

B.17.3.4 CH2M HILL shall review, evaluate and approve invoices billed to the City for maintenance- related expenses. End of life replacement for vehicles will be addressed in the City's CIP program.

B.18 WEED ABATEMENT

B.18.1 CH2M HILL shall provide weed abatement services to the height prescribed by City Code, as directed by City, on private property which the City has determined are in violation of the City's codes, rules and regulations.

B.18.2 CH2M HILL shall be provided with an Ordinance Officer escort in performing all work on private property. The police escort shall assess the site prior to a CH2M HILL employee performing weed abatement services on the property, and shall remain with the CH2M HILL employee until all of the abatement work is completed.

B.18.3 CITY shall, to the fullest extent allowable by law, indemnify CH2M HILL

B.19 MUNICIPAL AIRPORT FACILITIES MAINTANANCE

B.19.1 CH2M HILL shall perform grounds maintenance for the municipal airport, described in Appendix D.7, including weed abatement to the height specified by City Code of the grounds, mowing and snow removal in accordance with the FAA standards for annual airplane operations for over 10,000 and less than 40,000 in annual airplane operations, as set forth in the table below.

TABLE 1-2. CLEARANCE TIMES FOR NON-COMMERCIAL SERVICE AIRPORTS

<i>Annual Airplane Operations (includes cargo operations)</i>	<i>Clearance Time¹ (hour)</i>
<i>40,000 or more</i>	<i>2</i>
<i>10,000 – but less than 40,000</i>	<i>3</i>
<i>6,000 – but less than 10,000</i>	<i>4</i>
<i>Less than 6,000</i>	<i>6</i>
<i>General: Although not specifically defined, Non-Commercial Service Airports are airports that are not classified as Commercial Service Airports [see Table 1-1, general note]. Footnote 1: These airports may wish to have sufficient equipment to clear 1 inch (2.54 cm) of falling snow weighing up to 25 lb/ft³ (400 kg/m³) from Priority 1 areas within the recommended clearance times.</i>	

APPENDIX C -

APPENDIX D -

APPENDIX E - COMPENSATION AND PAYMENT

E.1 COMPENSATION

- E.1.1** City shall pay to CH2M HILL as compensation for services performed under this Agreement a Base Fee of Four Million Nine Hundred Thirty Eight Thousand Nine Hundred Fifty Eight Dollars (\$4,938,958) for the 2015-2016 contract year. Subsequent Years' base fees shall be determined as hereinafter specified in Appendix E.3 below.
- E.1.2** The Base Fee includes the following cost incurred for the direct or indirect benefit of the Project, including, but not limited to, expenditures for Project management labor, employee benefits, chemicals, lab supplies, repairs, repair parts, maintenance parts, safety supplies, gasoline, oil, equipment rental, legal and professional services, quality assurance, travel, office supplies, other supplies, uniforms, telephone, postage, utilities, tools, memberships and training supplies, subject to any limitations set forth in this Agreement.
 - E.1.2.1** The Base Fee includes the following costs which shall be paid for directly by the City and invoiced to CH2M HILL by the City:
 - E.1.2.1.1** Fuel for the Scope of Services Described in Appendix A. If additional services are requested by the City, the Parties agree to renegotiate the allocation of the excess fuel expenditures.
 - E.1.2.1.2** Oregon Department of Transportation Signal Maintenance Fees
 - E.1.2.1.3** From time to time the City, in its sole discretion may determine that it is more cost effective, and may elect to use labor from a correctional facility, under an agreement the City maintains with the correctional facility, to perform certain landscape services that would ordinarily be performed by CH2M HILL under the terms of this Agreement. In the event that the City makes such election, City may invoice CH2M HILL for such services.
- E.1.3** The services provided under this Agreement are based on reasonably expected overtime for normal breakdowns or services required after hours. Any additional expenses including straight or overtime wages caused by Unforeseen Circumstances will be billed to the City for reimbursement.
- E.1.4** If, at any time, during the first twelve months following the Commencement Date, (i) CH2M HILL discovers new information about the condition of the Project or facilities that materially differs from the information provided to or reasonably available to CH2M HILL prior to execution of this Agreement; and (ii) such information substantially impacts the ability of CH2M HILL to meet the performance objectives described herein or causes a material increase in the operating and maintenance costs incurred by CH2M HILL to meet such performance objective, CH2M HILL shall be entitled to equitable adjustment of

each and every performance objective impacted by such new information and/or an equitable adjustment in the Base Fee.

- E.1.5 The total amount CH2M HILL shall be required to pay for Repairs shall not exceed the annual Repairs Limit of Five Hundred Thirty Five Thousand Dollars (\$535,000) during the period set forth in Article E.1.1 of this Agreement. CH2M HILL shall provide City with a detailed invoice of Repairs over the annual Repairs Limit, and City shall pay CH2M HILL for all Repairs in excess of such limit. Any unexpended portion of the Repairs Limit at the termination of any one (1) Year shall be rebated to the City at the conclusion of the Contract Year.
- E.1.6 CH2M HILL shall give City notice when eighty percent (80%) of the Repairs Limit has been reached.
- E.1.7 In the event that the rates for electricity or price for any chemical increase by ten percent (10%) percentage Year over Year, City shall pay for any such electrical or chemical costs increases.
- E.1.8 City and CH2M HILL may agree to out of scope services performed under the terms of this Agreement. Any out of scope services shall be mutually agreed in writing. Compensation for the out of scope services will be invoiced to City in an amount equal to CH2M HILL's cost plus fifteen percent (15%). Invoices shall include a detailed breakdown of CH2M HILL's costs, including the hourly rates for the scope of services performed. The Parties, upon mutual agreement, may elect to pay out of scope cost as a Repair.

E.2 PAYMENT OF COMPENSATION

- E.2.1 One-twelfth (1/12th) of the Base Fee for the current year shall be due and payable on the first of the month for each month that services are provided.
- E.2.2 All other compensation to CH2M HILL is due on receipt of CH2M HILL's invoice and payable within thirty (30) days.
- E.2.3 City shall pay interest at an annual rate equal to nine percent (9%) or such other percentage as may be allowed by statute, said amount of interest not to exceed any limitation provided by law, on payments not paid and received within thirty (30) calendar days, such interest being calculated from the due date of the payment.

E.3 BASE FEE ADJUSTMENT FORMULA

- E.3.1 Changes in the Base Fee shall be negotiated annually, beginning May 1 and Base Fee adjustments shall be negotiated using Direct Costs and Costs as the basis of adjustment of the Base Fee. City and CH2M HILL agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used to determine changes in the Base Fee. In the event that the City and CH2M HILL fail to agree, the Base Fee will be adjusted using the Base Fee Adjustment Formula listed in this Section E.3. Upon each contract year

renegotiation, CH2M HILL shall continue to invoice the City at the previous amount until the new contract year price is agreed upon. Upon written agreement between the Parties as to the new contract year base fee, CH2M HILL shall issue an invoice retroactively adjusting the previous base fee amount.

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Section E.1.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

$$AF = [((ECI) .50 + ((CPI).50)] + 1.02$$

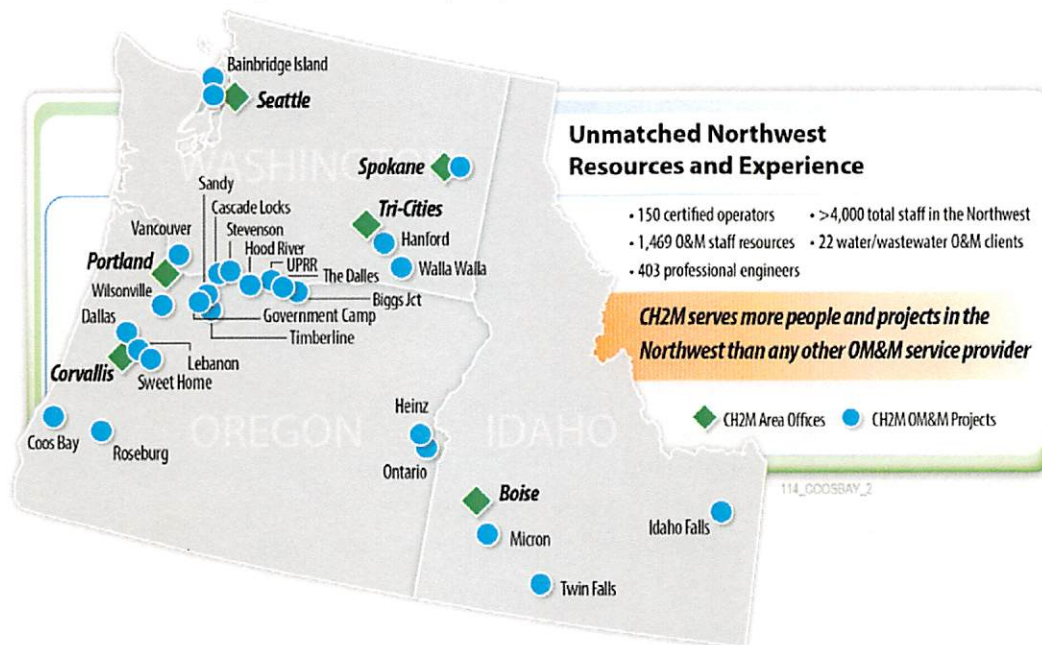
ECI = The twelve month percent change (from the fourth quarter of the year prior to the prior year to the fourth quarter of the prior year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted as published by U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

CPI = The twelve month percent change (from December of the year prior to the prior year to December of the year prior to the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

Northwest Operations Management Services

Founded in 1946 in Corvallis Oregon, today CH2M is a global leader in full-service operations, consulting, design, design-build, and program management for public and private clients, with more than \$5.3 billion in revenue and over 25,000 employees worldwide. With a staff of 4,300 in the Pacific Northwest region, we have an unrivaled pool of resources available to support the City of Brookings.

CH2M delivers water and wastewater Operations Maintenance & Management (OM&M) services to more clients and residents in the Northwest, including Oregon, than any other firm in the country. Our clients range from Hood River to Roseburg and include leading industrial clients, such as Heinz whom we've served for over 20 years. This extensive OM&M footprint, including our pool of 4,000 staff in the Northwest region, allows us to quickly and efficiently tackle any challenge that is presented.



More certified operators than any other firm, allowing us to fully support our projects. Our 150 certified operators in the Northwest dwarfs that of other contract operations firms, and ensures that we can always provide qualified personnel.

Renewal rates that attest to client satisfaction. Our current renewal rate for water/wastewater Operations and Maintenance contracts is 96%. Our relationships with our clients are overwhelmingly positive, as reflected by our industry-leading renewal rate. Our municipal wastewater OM&M tenure ranges from brand new contracts to terms of over 30 years.

We also have one of the highest rates of new client growth in the business. CH2M was recently selected as the contract operator for the City of Vancouver WA's wastewater treatment system, including 44 MGD of treatment capacity, pump stations and industrial pre-treatment facilities. The project will also include advanced asset management and a SCADA system upgrade. We are the only OM&M firm in Oregon that manages complete water and wastewater systems including collection and distribution as well as full public works operations.



Long-Term Client Partnerships Confirm Client Satisfaction with CH2M (Years of Operation)

Lebanon, OR (33)	Gilroy, CA (25)
Hood River, OR (32)	Twin Falls, ID (30)
City of Stevenson, WA (31)	Pampa, TX (30)
Cascade Locks, OR (31)	Hansen, ID (23)
Moiser, OR (31)	Dodge City, KS (27)
Roseburg, OR (31)	Grants, NM (27)
Fayetteville, AR (26)	Bainbridge Island, WA (20)
The Dalles, OR (26)	City of Walla Walla, WA (15)
Hinesville, GA (25)	Seattle Public Utilities, WA (13)

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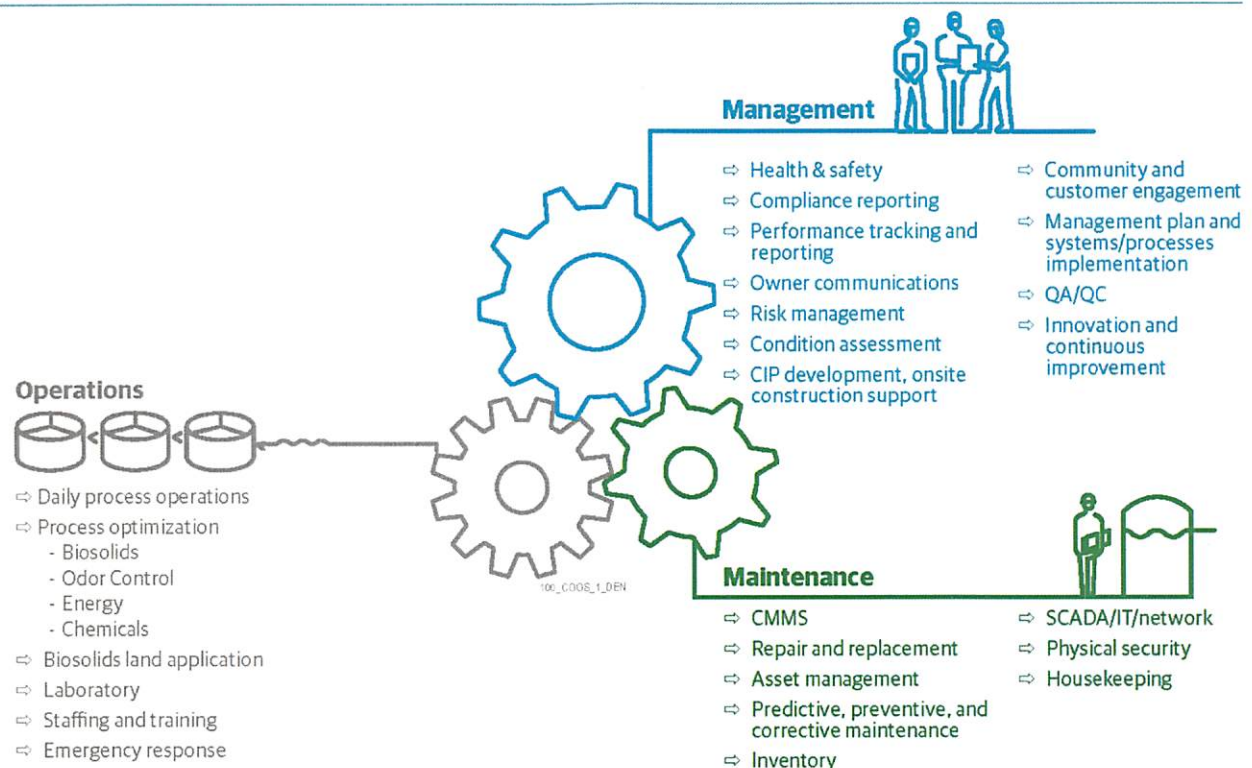
A committed community partner. Working with CH2M adds an energetic and committed partner to your community. CH2M views partnering with communities as a firm-wide responsibility. Community partnerships align with our core values, enhance our employees' pride in our company, provide an employment differentiator to recruit and retain employees, build a positive image of CH2M in the communities where we live and work, and helps to build relationships with key stakeholders in the community.

For our municipal OM&M projects in the Western US – which include 10 projects in Oregon - we are currently sponsoring 114 community projects. A partial list of these important activities include:

- | | |
|--|---|
| • Plant tours, field trips, career fair, community college and school presentations; | • Race and walk sponsorships |
| • Lions Club, Rotary Club, Chamber of Commerce, Ducks Unlimited memberships | • Adoption of facilities and infrastructure, including boat ramps, parks, swimming pools, streets and highways |
| • Fundraisers for local hospitals, schools and community amenities | • Sponsorships of youth sports teams, parades, community events, holiday celebrations, Humane Society, Red Cross, hospice and local shelters; |
| • Volunteer leaf pick up and snow removal | • Local cleanups of rivers, creeks, trails and wetlands |

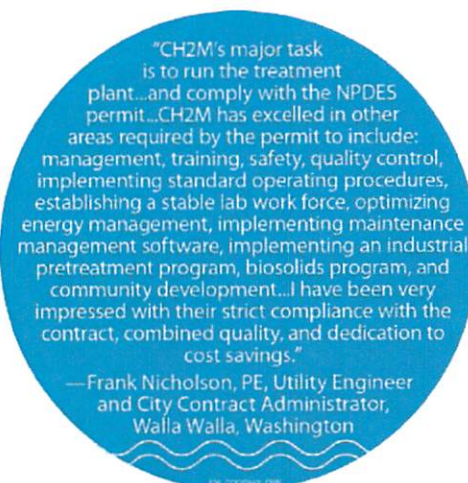
A comprehensive approach. CH2M brings the City a proven platform of systems, tools and processes. Our delivery is divided into the major areas of Management, Operations and Maintenance, which work together to ensure permit compliance and protection of the City's assets. The elements of our approach in each of these critical areas is shown below.

OM&M Platform



A focus on communications and transparency. CH2M recognizes the commitment required to maintain quality throughout a long-term operations contract. Our on-site staff, executive leadership, and City stakeholders typically conduct a series of structured activities throughout the contract period, including:

- Annual vision, alignment, and expectation workshops to strengthen and evolve the partnership;
- Quarterly business reviews, to review our project with client and keep us on track;
- Clearly documented and agreed upon governance processes and key performance indicators;
- Established leadership and stakeholder roles and responsibilities;
- Clear communication protocols, including daily, weekly and monthly on-site staff meetings where City staff are always welcome; and
- The continuous review, evaluation, and improvement of performance.



Industry-leading environmental compliance. CH2M currently operates and maintains wastewater treatment

facilities at hundreds of sites, each with unique regulatory and permit requirements. Our Environmental Compliance Program is an organized, systematic approach to maintain compliance with environmental, legal, and business requirements. Utilizing an established audit procedure known as the Permit Compliance Review Audit, coupled with a series of quality assurance/quality control procedures, we conduct annual compliance evaluations of our operations in a manner that is very thorough and that is modeled after the audit procedures utilized by state regulatory agencies. This have proven to be very successful in that over the past 5 years, the facilities that we operate have not incurred any fines or violations resulting from state regulatory agency audits and inspections.



An ethical leader. At CH2M, ethics, integrity, and compliance with the law are core values fundamental to our success. As one of our founders, Jim Howland, said "Integrity is the all-important prerequisite to employment. The person must be honest with himself and others or we have no foundation on which to build."

An Ethical Partner

Ranked by Ethisphere as one of the World's Most Ethical Companies for 7 consecutive years (2009-2015) recognizing CH2M's advancement of best practices in business ethics, compliance practices, and corporate social responsibility



2009. 2010. 2011. 2012.
2013. 2014. 2015.

A commitment to continuous improvement. As a Fortune 500 company, CH2M is committed to continually bringing the best people, resources and ideas to our clients around the world. We routinely evaluate our OM&M projects to identify issues and their root causes, understand how practices can be improved, make decisions and assign responsibility for action. We're not content to sit back and do things 'the way they've always been done'.

Our OM&M awards testify to the quality of our operations

AWARD HISTORY SINCE 1996

479 State	Arizona..... 26	Missouri.....14
99 Regional	Arkansas..... 23	New Hampshire.. 1
69 National	California..... 56	New Jersey..... 2
10 Local	Colorado..... 15	New Mexico.....96
22 EPA Regional	Florida..... 82	Oklahoma..... 2
12 EPA National	Georgia.....236	Oregon.....29
	Idaho..... 4	Pennsylvania.....19
	Iowa..... 5	Tennessee..... 8
	Illinois..... 2	Texas.....21
	Kansas..... 23	Virginia..... 3
	Maine..... 3	Washington.....13
	Michigan..... 5	West Virginia..... 1
	Mississippi..... 1	Ontario, Canada.. 2

We encourage you to contact our clients!

Plant Location	Years of Service	Size of Collections System	Size and Type of Plant	Client Reference
Roseburg, OR	31	9 Lift stations	8 MGD Activated Sludge	Mr. Ronald S. Thames General Manager 541-672-1551
Lebanon, OR	34	178 Miles with 4 lift stations	6 MGD Activated Sludge	Mr. Ron Witlatch Engineering & Environmental Services Director 541-258-4202
Ontario, OR	1.5	97.5 Miles with 9 lift stations	3.7 MGD Lagoon System	Mr. Ron Verini Mayor 541-889-3267
Sweet Home, OR	9	CH2M does not operate	3 MGD Activated Sludge	Mr. Mike Adams Public Works Director 541-367-5128
Hood River, OR	32	CH2M does not operate	2 MGD Activated Sludge	Mr. Mark Lago Public Works Director 541-387-5205
Dallas, OR	8	Water distribution system Only	3.4 MGD Activated Sludge Oxidation Ditch	Mr. Fred Braun Eng. & En. Svs. Director 503-831-3555

In particular, Mayor Verini of Ontario Oregon needed some convincing when CH2M began managing public works for the City in 2014. Now the Mayor is a vocal advocate for our public-private partnership, which was recently recognized by the League of Oregon Cities.

Mayor Ron Verini, who was the only one on the Council who voted against CH2M Hill's management of public works, said he's happy with the company.

"I'm absolutely thrilled with the depth of knowledge and the quality of individuals that they have brought to the table," Verini said. "We are still in our honeymoon time, but I think it has helped us as a city to prepare for not only water and sewage but quality of our streets. They are very conscious of doing the best quality work for the best reasonable amount of money."

The Argus Observer, March 29, 2015

Contact information:

Brian Helliwell, Regional Business Manager
Brian.Helliwell@ch2m.com
(541) 451-1117 (office)
(541) 409-3102 (cell)



City of Coos Bay

Request for Proposal to Provide Operation, Maintenance, and Management Services of the Sewer Treatment and Collection System

NOTICE

The City of Coos Bay is accepting proposals to provide operation, maintenance, and management services of the sewer treatment and collection system. The contract term will be for 10 years. The sanitary sewer system consists of 2 treatment plants, 21 lift stations, 93 miles of piping, and a facultative sludge lagoon. The storm sewer system consists of 3 pump stations and 50 miles of piping. Prior to accepting a proposal the City is performing a prequalification of prospective proposers pursuant to ORS 279B.120. The City will only accept proposals from contractors that have submitted a pre-qualification package and received approval of that package.

The City invites qualified firms to download the Request for Proposal (RFP) from the City of Coos Bay's website at www.coosbay.org. Should you have any questions please contact Jennifer Wirsing, Engineering Service Coordinator, at 541-269-1181 extension 2247.

SUBMISSION OF THE PROPOSAL PACKAGE

Maintaining the integrity of the RFP process is extremely important to the City of Coos Bay. As such all questions, shall be directed to the project manager, Jennifer Wirsing, via email at jwirsing@coosbay.org. Answers to all questions will be posted on line and made available to all firms intending to provide a submittal for this project. Failure to adhere to these restrictions may significantly reduce your prospects for selection.

The City of Coos Bay reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

TABLE OF CONTENTS

General Instructions..... 1

General Information.....4

EXHIBITS:

- Exhibit A – Prequalification Application Package to Provide Operation, Maintenance, and Management Services of the Sewer Treatment and Collection System
- Exhibit B – Request for Proposal Package
- Exhibit C – Job Descriptions
- Exhibit D – Insurance Requirements

CITY OF COOS BAY

INSTRUCTIONS TO SUBMITTERS TO PROVIDE OPERATION, MAINTIENCE, AND MANAGMENT SERVICES OF THE SEWER TREATEMENT AND COLLECTION SYSTEM

GENERAL INSTRUCTIONS

The City of Coos Bay is accepting proposals to provide operation, maintenance, and management services of the sewer treatment and collection system. The contract term will be for 10 years. The sanitary sewer system consists of 2 treatment plants, 21 lift stations, 93 miles of piping, and a facultative sludge lagoon. The storm sewer system consists of 3 pump stations and 50 miles of piping. Prior to accepting a submittal the City is performing a prequalification of prospective proposers pursuant to ORS 279B.120. The City will only accept proposals from contractors that have submitted a pre-qualification package and received approval of that package. The City invites qualified contractors to submit a pre-qualification package in accordance with the requirements set forth in this document.

The proposal package must be in conformance with the requirements and specification set forth within this Request for Proposal (RFP). All submittals are subject to the provisions and requirements of the City of Coos Bay Rules of Local Contract Review and the Oregon Revised Statutes.

SUBMISSION OF QUALIFICATION AND PROPOSAL PACKAGE

Maintaining the integrity of the RFP process is extremely important to the City of Coos Bay. As such all questions, shall be directed to the project manager, Jennifer Wirsing, via email at jwirsing@coosbay.org. Prior to contact, please review the General Information regarding Additional Information Requests, located on Page 4 of this packet. Answers to all questions will be posted on line and made available to all firms intending to provide a submittal for this project. Failure to adhere to these restrictions may significantly reduce your prospects for selection.

The City of Coos Bay reserves the right to reject any and all submittals, and has the right, at its sole discretion, to accept the submittal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

As previously mentioned, this RFP is a two part process. In order to receive consideration of your qualification and proposal package you must successfully complete both parts as described in this RFP:

PART 1- PREQUALIFICATION APPLICATION PACKAGE (EXHIBIT A)

To be able to submit a Proposal package, the proposer shall submit a prequalification application package in conformance with the following instructions:

1. Complete Prequalification Application Package in conformance with the instructions (refer to Exhibit A within this RFP).
2. All Prequalification Application Packages shall be delivered to:
City of Coos Bay
Public Works
Attn: Jennifer Wirsing
500 Central Avenue
Coos Bay, OR 97420

3. Submit nine (9) bound copies, one (1) unbound copy marked "original", one (1) CD-ROM in electronic PDF format of the Prequalification Application Package by 2:00 p.m. on November 9, 2015.
4. The application package must be clearly marked "PREQUALIFICATION APPLICATION PACKAGE FOR OPERATION, MAINTIENCE, AND MANAGMENT SERVICES OF THE SEWER TREATEMENT AND COLLECTION SYSTEM".
5. The City shall notify the contractors by November 20, 2015 of the status of their application. If the application is deemed not complete or it does not meet the requirements set forth in this RFP the contractor will not be eligible to submit a Proposal package (Part 2).

PART 2 – PROPOSAL PACKAGE (EXHIBIT B)

To receive consideration, the proposer shall successfully complete Part 1 as described above and the qualification and proposal package (Part 2) must be submitted in accordance with the following instructions:

1. Prepare a Proposal Package in conformance with this RFP.
2. All proposal packages shall be delivered to:

City of Coos Bay
Public Works & Development Department
Attn: Jennifer Wirsing
500 Central Avenue
Coos Bay, OR 97420
3. Submit nine (9) bound copies and one (1) unbound copy marked "original" of the proposal plus one (1) CD-ROM with the entire proposal in electronic PDF format by 2:00 p.m. on January 19, 2016.
4. The package must be clearly marked "PROPOSAL PACKAGE FOR OPERATION, MAINTIENCE, AND MANAGMENT SERVICES OF THE SEWER TREATEMENT AND COLLECTION SYSTEM".

SCHEDULE FOR RFP EVENTS

RFP Advertised (1 st Round)	October 13, 2015
RFP Advertised (2 nd Round)	October 19, 2015
Mandatory Pre-Submittal Meeting and Tour	October 26, 2015 at 1:30
Deadline for Additional Info Requests for Prequal	October 30, 2015
Response to Additional Info Requests for Prequal	November 3, 2015
Prequalification Application Package Due	November 9, 2015 at 2 p.m.
Notification of Prequalification Application Status	November 20, 2015
Protest Period for Prequalification Application	November 23, 2015 – December 28, 2015
Deadline for Additional Information Request for RFP	January 8, 2016
Response to Additional Information Requests	January 12, 2016
Proposal Package Due	January 19, 2016 at 2 p.m.
Posting of Shortlist	January 29, 2016
Schedule Interview (subject to City's discretion)	February 1, 2016
Interviews (subject to City's discretion)	February 8 and 9, 2016
Council Consideration of Award of Project	February 16, 2016
Contract Negotiation w/ Selected Contractor	February 17 – March 4, 2016
Council Consideration of Contract	March 15, 2016
Protest Period	March 16 - 23, 2016
Award of Project	March 24, 2016

MANDATORY PRE-SUBMITTAL MEETING & TOUR

A mandatory pre-submittal meeting will be conducted on October 26, 2015 at 10:00 a.m. to noon. The meeting will be held at City Hall, Council Chambers, 500 Central Avenue. At the meeting there will be a presentation of the project and a question and answer session. The meeting will adjourn and break for lunch. At 1:00 p.m. there will be a tour of the two treatment plants, lagoon, and five pump stations. All of the questions and answers will be documented and provided online for review. **This will be your only opportunity to tour the plants, lagoon, and pump stations.** As the plants are currently operational, please dress accordingly and bring a hardhat and safety glasses. Attendance to this meeting is mandatory. A submittal will not be accepted from contractors that did not attend the required meeting.

RFP METHOD

The City will use the Request for Proposal (RFP) procurement method. The process has several major components, including but not limit to: 1) RFP notice, 2) Mandatory pre-submittal meeting, 3) Receipt of Prequalification Application form, 4) Qualification evaluation, 5) Approval of Prequalification Application, 6) Receipt of Proposal package, 7) Proposal evaluation, 8) Shortlist of qualified contractors, 9) Interviews (Subject to the City's discretion), 10) Recommendation to the City Council for Council approval to commence forward with contract negotiations, 11) Contract negotiation, and 12) Recommendation to the City Council for Council approval of contract.

GENERAL INFORMATION

PROCUREMENT PROCESS

This RFP is a two part process. In order to receive consideration of your qualification and proposal package you must successfully submit and receive approval of the Prequalification Application. All contractors that wish to submit on this RFP shall attend the mandatory pre-submittal meeting and conform to all requirements and specifications set forth in this RFP

RESOURCES TO BE PROVIDED

The City has made available at the City's website (www.coosbay.org) the following documents for your use in preparation of your proposal. A hard copy of any of the reports can be provided for a fee by contacting Jennifer Wirsing at 541-269-1181 ext. 2247 or jwirsing@coosbay.org to obtain directions and access to the ftp site.

1. Plant 1 NPDES Permit
2. Plant 2 NPDES Permit
3. Biosolids Permit
4. Facility Plan and Facility Plan Amendment for Plant 2
5. Proposed Plant 2 Final Design Plans
6. Existing Plant 2 Plan Set
7. Facility Plan for Plant 1
8. Existing Plant 1 Plan Set
9. Sanitary Sewer Master Plan
10. Storm Sewer Master Plans
11. Smoke Testing & I/I Report
12. Driver's Vehicle Inspection Report
13. Vehicle List

INTERVIEWS

Proposers **may** be invited to an interview with the City's Selection Committee. Selected firms will be contacted regarding time and location of an interview.

COMPLIANCE WITH RULES

Proposers responding to this RFP must follow its procedures and requirements. Failure to comply with or complete any part of this PROPOSAL may result in rejection of your Proposal.

REQUEST FOR ADDITIONAL INFORMATION

Proposers may submit questions or a request for additional information. All questions and/or requests must be submitted either by mail or email:

City of Coos Bay
Public Works
Attn: Jennifer Wirsing
500 Central Avenue
Coos Bay, OR 97420
jwirsing@coosbay.org

All requests for additional information, must clearly reference the "ADDITIONAL INFORMATION REQUEST FOR THE RFP FOR OPERATION, MAINTIENCE, AND MANAGMENT SERVICES OF THE SEWER TREATMENT AND COLLECTION SYSTEM". All requests for the prequalification package application must be received no later than October 30, 2015. All requests for the proposal package application must be received no later than January 8, 2016. The responses to the requests will be made available at the City's website: www.coosbay.org Hard copies of the questions and

responses can be mailed upon request for a fee.

PROPOSAL WITHDRAWAL

Any Proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the agency shall make the request. Withdrawal of a Proposal will not preclude the proposer from filing a new Proposal.

CITY'S RIGHT TO CANCEL PROCESS OR REJECT PROPOSALS

The City may cancel a solicitation process, or reject any proposal in whole or in part when it is in the City's best interest as determined by the City. This may include rejecting any proposal not in compliance with all prescribed public contracting procedures and requirements, and for good cause, rejection of all proposals upon a finding that it is in public interest to do so. If the City chooses to reject the proposal in part, it may in certain instances provide notice of any correction or modifications to prospective firms who originally submitted proposals, solicit supplemental information from them, and set an expedited deadline for their supplemental submissions.

APPEALS

Bidders who wish to appeal a disqualification of the Prequalification Application and/or the Qualifications and Proposal package or the award of contract may submit the appeal in writing to the City Manager's Office within five (5) working days of the postmarked Notice of Award or disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Coos Bay
Attn: City Manager
500 Central Avenue
Coos Bay OR 97420

OWNERSHIP OF DOCUMENTS

Any material submitted by a proposer shall become the property of the City. Materials submitted after a contract is signed will be subject to the ownership provision of the executed contract.

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the proposer by the City and all other documents to which the proposer's employees have access during the preparation and submittal of the Proposal shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

PUBLIC RECORD

All Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued. Except for exempt materials, all Proposals and information submitted by proposers will be available for viewing after the evaluation process is complete and the notice of intent to award is sent to all participating parties.

INDEMNITY

The proposer shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the proposer or any of its agents, employees or representatives. The indemnity applies to both active and passive acts, or other conduct.

CONTRACT BETWEEN SUCCESSFUL PROPOSER AND CITY

The successful proposer shall enter into a standard professional services contract with the City.

The details of the contract will be negotiated with the successful proposer. However, the City has insurance requirements. The City's insurance requirements are located in Exhibit D. It is anticipated that the successful proposer has read and agrees with the insurance requirements in Exhibit D. If the proposer has questions or would like to request modifications to the insurance requirements, **this discussion must occur prior to January 8, 2016.** .

COST OF RFP AND ASSOCIATED RESPONSES

This RFP does not commit the City to paying any expenses incurred by any Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation of a proposal, or in traveling to the site of the interviews. All such costs and expenses shall be borne by each Proposer.

RIGHT TO CLARIFICATION AND ADDITIONAL RESEARCH

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the proposal. The City may obtain information from any legal source for the clarification of any proposal or for information on any proposer including, but not limited to, police files, insurance files, agency files, credit bureaus, and/or professional organizations. The City shall not be required to inform the Proposer of any intent to perform additional research in this respect or of any information thereby received. The City shall have the right to disqualify any proposal based on information gathered in its research.

PROTEST OR PROCESS & SOLICITATION

For public improvement contracts, a prospective Proposer may protest specifications or contract terms and conditions pursuant to OAR 137-049-0260(3), (4) and (5). Unless otherwise specified in the invitation to propose, the protest shall be filed with the RFP Contact no later than the deadlines set forth in this RFP schedule.

1. PROPOSER'S WRITTEN PROTEST SHALL INCLUDE:

- A detailed statement of the legal and factual grounds for the protest;
- A description of the resulting prejudice to the Proposer; and
- A statement of the desired changes to the Contract terms and conditions, including any specifications.

2. A PROPOSER SHALL MARK ITS PROTEST AS FOLLOWS:

- "Contract Provision Protest"; and
- RFP title.

3. CITY RESPONSE: The City is not required to consider a Proposer's request for change or protest after the deadline established for submitting such request or protest. The City shall provide notice to the applicable Person if it entirely rejects a protest. If the City agrees with the Proposer's request or protest, in whole or in part, the City shall either issue an Addendum reflecting its determination under OAR 137-049-0260 or cancel the solicitation under OAR 137-049-270.

4. EXTENSION OF CLOSING: If the City receives a written request for change or protest from a Proposer in accordance with this rule, the City may extend the RFP due date if the City determines an extension is necessary to consider the request or protest and issue an Addendum, if any, to the RFP Document.

PROTEST OF INTENT TO AWARD

Anyone responding to the Request for Proposal who is not recommended for award by the

evaluation committee may protest the recommendation, which is also the Intent to Award, to the City of Coos Bay Council, in accordance with 137-049-450(4)(50(6)(7).

1. **FORMAT:** Any protest must be made in writing, be received before the contract is awarded by the City, clearly state the grounds for the protest, and indicate what condition(s) resulted in the proposal not being recommended for award. Any protest which does not comply with the applicable procedures may be rejected.
2. **TIMING:** Any protest must be received by the City no later than seven (7) calendar days after notice of the City's decision was mailed. Upon receipt of the protest, the City shall notify the proposer recommended for award of the protest and the evaluation committee. The Proposer and the evaluation committee shall have three (3) calendar days from the date the protest was filed to respond to the protest in writing, if they so desire.
3. **CITY RESPONSE:** When a protest is filed, the City shall prepare written analysis of the protest, and make a recommendation to the City Council as to appropriate action to be taken.
4. **THE GROUNDS FOR PROTEST ARE:**
 - The evaluation committee has failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation materials.
 - Different criteria were used to evaluate different proposals.
 - The evaluation committee unfairly applied the evaluation criteria to a proposal.
 - A member or members of the evaluation committee had a relationship with a proposer that represented a conflict of interest.
 - The criteria used to evaluate the proposals did not pertain to the services or products requested.
 - A member or members of the evaluation committee demonstrated bias toward a proposal or proposer.
 - The City abused its direction in rejecting the protester's proposal as nonresponsive.
 - The evaluation of the proposals is otherwise in violation of any provisions of ORS 279A or ORS 279b of 279C.
 - All higher ranked proposals are nonresponsive.
5. **REVIEW OF PROTEST CRITERIA AND DECISION:** The City shall present the issues orally or in writing at a public meeting. The appellant shall then have ten (10) minutes to specifically address the protest criteria, and the evaluations committee's recommendation and the recommended proposer(s) shall have a total of ten (10) minutes to respond, divided between them as they wish. If a protest is timely filed with City of Coos Bay, City councilors will consider the evaluation committee's recommendation and the allegations of the protest before rendering a final decision and shall state the conclusions reached and reasons, either in writing or on record in a public meeting of the City council. Any decision to overturn the recommendation shall be based on a finding that one of the criteria above occurred to the substantial prejudice of the appellant.

EXHIBIT A
PREQUALIFICATION APPLICATION PACKAGE



City of Coos Bay
Public Works Department
500 Central Avenue, Coos Bay, OR 97420
PH 541-269-8918 – FAX 541-269-8916
www.coosbay.org

- EXHIBIT A -

**Prequalification Application Package to Provide Operation,
Maintenance, and Management Services of the Sewer
Treatment and Collection System**

The City of Coos Bay is accepting proposals to provide operation, maintenance, and management services of the sewer treatment and collection system. The sanitary sewer system consists of two treatment plants, 21 lift stations, 93 miles of piping, and a facultative sludge lagoon. The storm sewer system consists of 3 pump stations and 50 miles of piping. Prior to accepting a submittal the City is performing a prequalification of prospective proposers pursuant to ORS 279B.120. The City will only accept proposals from contractors that have submitted a pre-qualification package and received approval of that package. The City invites qualified contractors to submit a pre-qualification package in accordance with the requirements set forth in this document.

BACKGROUND

The City of Coos Bay is the largest community on the Oregon coast and provides wastewater collection, treatment, and disposal services to retail customers within the City limits. The topographic characteristics of the City are gentle low lying hills. As such, there is a ridgeline that divides the City into two primary basins for gravity collection, served by two wastewater treatment plants (WWTPs). The City owns and operates both of these activated sludge wastewater treatment plants. Wastewater is conveyed to one of the two wastewater treatment plants using a combination of up to 21 sanitary sewer pump stations and a combined total of over 90 miles of sanitary collection system piping. Wastewater from the western area is treated at WWTP 2, while WWTP 1 treats wastewater from the eastern area.

WWTP 2 is located in the Empire area, on the western side of town, and has a 2.02 mgd average dry weather design flow. It has been in service since 1973 and was upgraded in 1990 to meet National Pollutant Discharge Elimination System (NPDES) permit requirements. In 1990, a new headworks and a second secondary clarifier were added to the plant. Other plant processes included influent pumps, primary clarification, activated sludge, secondary treatment, secondary clarification, disinfection, dechlorination and anaerobic digestion of sludge. The city is planning on constructing a new treatment plant, however that treatment plant will not be online till end of 2017. At that time, the City will renegotiate the contract to accommodate any changes associated with the new plant.

WWTP 1 is located on the eastern side of town and has a 2.9 average dry weather design flow. The plant was originally constructed in 1954, secondary treatment was added in 1973, and upgraded in 1990. In 1990 the upgrades included a Class I mechanical upgrade and electrical reliability up to an instantaneous peak hydraulic flow of 15 MGD. The upgrades further consisted of a new headworks, primary clarifier and secondary clarifier.

TABLE OF CONTENTS

I. General Instructions.....	1
II. Package Evaluation Criteria.....	5
III. Pre-Qualification Application Format.....	6
A. Corporate Core Values.....	6
B. O&M Experience and Existing Client Satisfaction.....	6
C. Technical Competence and Staff.....	7
D. Environmental Compliance and Safety Record.....	7
E. Additional Information.....	8

I. GENERAL INSTRUCTIONS

The City of Coos Bay invites qualified contractors or firms to submit a Prequalification Application package to be reviewed and approved. Proposal packages for the operation, maintenance, and management services of the sewer treatment and collection System will only be accepted from contractors that have an approved prequalification application package.

The Prequalification Application package must be in conformance with the requirements and specification set forth within this document. All submittals are subject to the provisions and requirements of the City of Coos Bay Rules of Local Contract Review and the Oregon Revised Statutes (ORS).

SUBMISSION OF QUALIFICATION AND PROPOSAL PACKAGE

Maintaining the integrity of the prequalification process is extremely important to the City of Coos Bay. As such all questions, shall be directed to the Wastewater Project Engineer, Jennifer Wirsing. Proposers may submit questions or a request for additional information. All questions and/or requests must be submitted either by mail or email to:

City of Coos Bay
Public Works
Attn: Jennifer Wirsing
500 Central Avenue
Coos Bay, OR 97420
jwirsing@coosbay.org

All requests for additional information, must clearly reference the "PREQUALIFICATION APPLICATION PACKAGE FOR OPERATION, MAINTIENCE, AND MANAGMENT SERVICES OF THE SEWER TREATMENT AND COLLECTION SYSTEM". All requests must be received no later than October 30, 2015 at 2:00 pm. Hard copies of the questions and responses can be mailed upon request for a fee. All responses to the requests will be made available at the City's website: www.coosbay.org

The City of Coos Bay reserves the right to reject any and all submittals, and has the right, at its sole discretion, to accept the submittal it considers most favorable to the City's interest and the right to waive minor irregularities in procedures.

The following are the requirements for the Prequalification Application. Failure to adhere to these requirements may result in the dismissal of the application.

PREQUALIFICATION APPLICATION

To be able to submit a Qualification and Proposal package, the proposer shall submit a prequalification application in conformance with the following instructions:

1. Complete Prequalification Application form in conformance with the instructions. All questions and requested information must be submitted.
2. All Prequalification Application forms shall be delivered to:
City of Coos Bay
Public Works & Development Department
Attn: Jennifer Wirsing
500 Central Avenue
Coos Bay, OR 97420

3. Submit nine (9) bound copies, one (1) unbound copy marked "original", one (1) CD-ROM in electronic PDF format of the Prequalification Application by 2:00 p.m. on November 9, 2015.
4. The application package must be clearly marked "PREQUALIFICATION APPLICATION FOR OPERATION, MAINTIENCE, AND MANAGMENT SERVICES OF THE SEWER TREATEMENT AND COLLECTION SYSTEM".
5. The City shall review all Prequalification Applications submitted on or prior to November 9, 2015 at 2:00 p.m. and notify the contractors by November 20, 2015 of the status of their application. If the application is deemed not complete or it does not meet the requirements set forth in this document, the contractor will not be eligible to submit a proposal package.

SCHEDULE FOR RFP EVENTS

RFP Advertised (1 st Round)	October 13, 2015
RFP Advertised (2 nd Round)	October 19, 2015
Mandatory Pre-Submittal Meeting and Tour	October 26, 2015 at 1:30
Deadline for Additional Info Requests for Prequal	October 30, 2015
Response to Additional Info Requests for Prequal	November 3, 2015
Prequalification Application Form Due	November 9, 2015 at 2 p.m.
Notification of Prequalification Application Status	November 20, 2015
Protest Period for Prequalification Application	November 23, – December 28, 2015
Deadline for Additional Information Request for RFP	January 8, 2016
Response to Additional Information Requests	January 12, 2016
Proposal Package Due	January 19, 2016 at 2 p.m.
Posting of Shortlist	January 29, 2016
Schedule Interview (subject to City's discretion)	February 1, 2016
Interviews (subject to City's discretion)	February 8 and 9, 2016
Council Consideration of Award of Project	February 16, 2016
Contract Negotiation w/ Selected Contractor	February 17 – March 4, 2016
Council Consideration of Contract	March 15, 2016
Protest Period	March 16 - 23, 2016
Award of Project	March 24, 2016

COMPLIANCE WITH RULES

Proposers submitting a Prequalification Application package must follow its procedures and requirements. This prequalification process is in conformance with ORS 279B. Failure to comply with or complete any part of this package may result in rejection of your package

CITY'S RIGHT TO CANCEL PROCESS OR REJECT PROPOSALS

The City may cancel a solicitation process, or reject any package/proposal in whole or in part when it is in the City's best interest as determined by the City and in compliance with ORS 279B. This may include rejecting any package not in compliance with all prescribed public contracting procedures and requirements, and for good cause, rejection of all proposals upon a finding that it is in public interest to do so. If the City chooses to reject the proposal in part, it may in certain instances provide notice of any correction or modifications to proposers who originally submitted proposals, solicit supplemental information from them, and set an expedited deadline for their supplemental submissions.

PROTEST/APPEALS

Proposers who wish to appeal a disqualification of their Prequalification Application package may submit the appeal in writing to the City Manager's Office within five (5) working days of the postmarked notice of disqualification. Disagreement with the process, e.g., scoring by evaluators, is not subject to appeal.

Address: City of Coos Bay
Attn: City Manager
500 Central Avenue
Coos Bay OR 97420

PROTEST PROCEDURE AND FORMAT

Anyone submitting a Prequalification Application package that was not approved and thus not eligible to submit a proposal may protest, to the City of Coos Bay Council, in accordance with ORS 137-049-450(4)(50(6)(7).

1. **FORMAT:** Any protest must be made in writing, clearly state the grounds for the protest, and indicate what condition(s) resulted in the proposal not being recommended for award. Any protest which does not comply with the applicable procedures may be rejected.
2. **TIMING:** Any protest must be received by the City no later than five (5) working days after notice of the City's decision was mailed. Upon receipt of the protest, the City shall notify the proposers that received approval of the Prequalification Application package and the selection committee. The Proposers and the selection committee shall have three (3) calendar days from the date the protest was filed to respond to the protest in writing, if they so desire.
3. **CITY RESPONSE:** When a protest is filed, the City shall prepare written analysis of the protest, and make a recommendation to the City Council as to appropriate action to be taken.
4. **THE GROUNDS FOR PROTEST ARE:**
 - The selection committee has failed to conduct the evaluation of the Prequalification Application package in accordance with the criteria or processes described in the solicitation materials.
 - Different criteria were used to evaluate different Prequalification Application packages
 - The selection committee unfairly applied the evaluation criteria to a Prequalification Application package.
 - A member or members of the selection committee had a relationship with a proposer that represented a conflict of interest.
 - The criteria used to evaluate the Prequalification Application package did not pertain to the services or products requested.
 - A member or members of the selection committee demonstrated bias toward a Prequalification Application package or proposer.
 - The City abused its direction in rejecting the protester's Prequalification Application package as nonresponsive.
 - The evaluation of the proposals is otherwise in violation of any provisions of ORS 279A, ORS 279B, or 279C.
 - All higher ranked Prequalification Application packages are nonresponsive.
5. **REVIEW OF PROTEST CRITERIA AND DECISION:** The City shall present the issues orally or in writing at a public meeting. The appellant shall then have ten (10) minutes to specifically address the protest criteria, and the evaluations committee's recommendation and the recommended proposer(s) shall have a

total of ten (10) minutes to respond, divided between them as they wish. If a protest is timely filed with City of Coos Bay, City councilors will consider the selection committee's recommendation and the allegations of the protest before rendering a final decision and shall state the conclusions reached and reasons, either in writing or on record in a public meeting of the City council. Any decision to overturn the recommendation shall be based on a finding that one of the criteria above occurred to the substantial prejudice of the appellant.

OWNERSHIP OF DOCUMENTS

Any material submitted by a proposer shall become the property of the City.

PUBLIC RECORD

Except for exempt materials, all Proposals and information submitted by proposers are not open for public inspection until after the notice of intent to award a contract is issued.

INDEMNITY

The proposer shall hold harmless, indemnify, and save the City, its officers, employees, and agents, from any and all liability claims, losses, or damages arising or alleged to arise during the performance of the work described herein by reason of any act or omission of the proposer or any of its agents, employees or representatives. The indemnity applies to both active and passive acts, or other conduct.

COST OF PREQUALIFICATION APPLICATION PACKAGE AND ASSOCIATED RESPONSES

This Prequalification Application package does not commit the City to paying any expenses incurred by any Proposer in the submission or presentation of a package, or in making the necessary studies for the preparation of a package, or in traveling to the site. All such costs and expenses shall be borne by each Proposer.

RIGHT TO CLARIFICATION AND ADDITIONAL RESEARCH

The City reserves the right to obtain clarification of any point in a proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the proposal. The City may obtain information from any legal source for the clarification of any proposal or for information on any proposer including, but not limited to, police files, insurance files, agency files, credit bureaus, and/or professional organizations. The City shall not be required to inform the Proposer of any intent to perform additional research in this respect or of any information thereby received. The City shall have the right to disqualify any proposal based on information gathered in its research.

III. PACKAGE EVALUATION CRITERIA

The City will follow a select procedure that involves the review of all Prequalification Application Packages in accordance with the City’s local and the state’s procurement requirements. The package will be evaluated based on the information presented with respect to corporate core values, O&M experience and existing client satisfaction, technical competence and staff, and environmental compliance and safety record. The package shall be reviewed by the selection committee and will be based on the package requirements.

SCORING CRITERIA

The packages will be evaluated and scored by the selection committee. The scoring criteria will be:

Corporate Core Values	25%
O&M Experience and Existing Client Satisfaction	25%
Technical Competence and Staff	25%
Environmental Compliance and Safety Record	<u>25%</u>
	100%

II. PREQUALIFICATION APPLICATION FORMAT

The City desires to enter into an agreement with a contractor or firm that can demonstrate competency and experience in providing the requested services to the City. Each proposer must successfully submit a Prequalification Application package (Part 1 of this selection process) and receive approval from the City to be qualified to submit a Proposal package (Part 2 of this selection process). Parts A through D must not exceed twenty (20) pages. One page is considered to be one side of a single 8 ½" x 11" sheet and double sided sheets will be considered as two pages. Each sheet shall be numbered. The following items are excluded from the 20 page limit: title page, table of contents, section dividers, and Part D. Proposers are required to organize this information requested below in accordance with the format outlined. The proposer will not be penalized for providing additional information, however this information shall be at the end of the package, Part E, and not included in the 20 page limit. Failure to follow the format and order as described below or failure to answer or provide all of the requested information below may result in a disqualification of the Prequalification Application package and the City will not accept a Proposal from the applicant. At a minimum the 20 pages shall include the following

PART A – CORPORATE CORE VALUES

1. Describe your firm's overall organizational structure, including relationships with parent companies and subsidiaries. Include a history of your company's ownership over the last five years.
2. Describe your senior management structure and its turnover history in the last five years, specifically with respect to your contract operations firm and your parent company. Write a brief summary of your corporate senior management structure and the number of years each of the senior management personnel have been in their positions.
3. Provide any Corporate Policies/commitment statement concerning Safety, Health and Environment (SHE).
4. Describe the impact of SHE performance upon the compensation of management and the employee?
5. What is the Company position regarding people treatment and respect for others? Where is it documented?
6. What policies and practices are in place regarding people treatment? Where is it documented?
7. How are people treatments incidents handled and measured? Where is it documented?
8. What is the Company position in respect to business ethics? Where is it documented?
9. What are the policies and practices that are in place to support the company's position on ethics? How are business ethics incidents handled and measured?
10. List the awards and recognition your firm has received in the past 5 years within the state of Oregon. Discuss additional relevant awards and recognitions for quality, business leadership and operations standardization. You may provide a more comprehensive list of awards in other geographic areas as a supplement or appendix to your submittal.
11. Provide current wage and benefit structure.

PART B - O&M EXPERIENCE AND EXISTING CLIENT SATISFACTION

1. Present a history of your operation and maintenance business for utility service projects, preferably in Oregon and in similar size to that of Coos Bay, including your growth history, current business volume, number of Municipal sites, a map and list of sites operated, and focus of that business service. Also, provide references for

- at least three (3) of the municipal sites.
2. Define your mix of business between government facilities, municipal facilities and municipal facilities with respect to operation.
3. Provide an overview of your firm's experience in managing the operation and maintenance of municipal wastewater treatment facilities. Include a summary of the number of sites currently under management and the experience in operating facilities similar to or more complex than the Coos Bay sites in size and technical description. Pictures of treatment facilities are recommended.
4. Present a summary of your existing client base, your renewal rate and any problems that you have had with past clients. Also, describe the average life of your existing contracts with these clients.
5. Provide the average number of community service activities per project, also total number of community service activities for the company for the past year. Provide examples of such service projects.
6. Discuss your approach to community outreach, including sponsorships, volunteerism and in-kind services. How will involvement in community activities support your offer of service to Coos Bay?
7. Provide the percent of firm's revenue received from O&M contract operations.
8. Detail your company's bonding capacity and capability
9. Provide your company's 3-Year profit trend (as % year over year).
10. Describe your use of any quality management system for optimizing delivery of O&M projects.
11. Provide your companywide O&M employee turnover rate and average longevity per employee.

PART C – TECHNICAL COMPETENCE AND STAFF

1. Describe your training and certification programs for operations and maintenance personnel of sewer systems. Summarize your current percentage of certified operators and provide the certification levels/class. How many of these are certified in Oregon?
2. Describe your plan for ongoing recruiting, training and development of operation and maintenance and operations personnel. Provide resumes of key staff that would manage and operate the Coos Bay sites and discuss your management plan for overseeing the ongoing operation of the facilities
3. Provide examples of successful programs or ideas your company has implemented at municipal wastewater treatment facilities you operate and indicate resultant capital or cost savings/efficiency improvements.
4. Provide examples of pollution prevention or source reduction ideas you initiated at municipal wastewater treatment facilities.
5. Provide examples of energy and cost saving measure that your company has implemented at municipal wastewater treatment facilities.
6. Provide information and technical abilities and experience of your proposed plant manager and their immediate supervisor.

PART D – ENVIRONMENTAL COMPLIANCE AND SAFETY RECORD

1. Provide details about your liability coverage for environmental fines and liability as well as any costs resulting from negligent operations that resulted in plant upsets or equipment failures. Describe specifically how that coverage would apply to the Coos Bay projects.
2. List your Experience Modification Rate (EMR) for each of the last three years for your contract operations organization only.
3. Summarize your Total Incident Rate (TIR) from your OSHA 200 log and the results of any OSHA audits over the last five years for your contract operations and maintenance

- organization only.
4. Describe any legal actions or litigation on financial, legal, community actions or safety issues, environmental, which are pending or have been settled in the last ten years. Discuss how they might impact your ability to fulfill your obligations under the Coos Bay/contractor contract. Provide any information regarding local, state, or federal environmental violations or enforcement activity that your company has been involved with.
 5. Summarize your firm's performance track record for wastewater treatment facilities, which you have operated. Describe the number of agency audits during the past 3 years that have occurred for your operations and the fines and violations that have occurred at these facilities. Explain why the violations occurred and what your firm did in response to the violations.
 6. Describe your plan and audit method to achieve excellence in safety, health and environmental performance. Provide any additional details that will assist Coos Bay in understanding your approach and commitment to maintaining environmental compliance at the facility.
 7. Describe how you maintain competence and current understanding of environmental regulatory statutes.

PART E – ADDITIONAL INFORMATION

1. Provide additional information that the contractor deems necessary and pertinent to the prequalification application package.

EXHIBIT B
REQUEST FOR PROPOSAL PACKAGE



City of Coos Bay

Public Works Department

500 Central Avenue, Coos Bay, OR 97420

PH 541-269-8918 – FAX 541-269-8916

www.coosbay.org

- EXHIBIT B -

Request for Proposal Package to Provide Operation, Maintenance, and Management Services of the Sewer Treatment and Collection System

The City of Coos Bay is accepting proposals to provide operation, maintenance, and management services of the sewer treatment and collection system. The sanitary sewer system consists of two treatment plants, 21 lift stations, 93 miles of piping, and a facultative sludge lagoon. The storm sewer system consists of 3 pump stations and 50 miles of piping. The City will only accept proposals from contractors that have submitted a pre-qualification package and received approval of that package. The City invites those pre-qualified contractors to submit a proposal package in accordance with the requirements set forth in this document.

TABLE OF CONTENTS

Proposal Package Requirements.....1

Proposal Evaluation Criteria.....4

Background and Scope of Work.....6

Fee Component13

PROPOSAL PACKAGE REQUIREMENTS

This section discusses the items that must be included in your proposal package. Items 1 through 4 must not exceed twenty (20) pages. One page is considered to be one side of a single 8 ½" x 11" sheet and double sided sheets will be considered as two pages. Each sheet shall be numbered. The following items are excluded from the 20 page limit: title page, table of contents, section dividers, and Attachments A through E. Proposers are required to organize this information requested below in accordance with the format outlined. Failure to adhere to this direction may significantly reduce your prospects for selection. At a minimum the 20 pages shall include the following:

1. **Cover Letter.** All proposal packages must include a cover letter, made to the attention of Jennifer Wirsing, Wastewater Project Engineer, and signed by a person legally authorized to bind the applicant to its Proposal. The cover letter shall introduce your firm and include any potential conflicts of interest your firm or any key individual may have with this project. Additionally, the cover letter must include the following items:
 - a. the firm name,
 - b. the names of local partners/principals and the number of local personnel,
 - c. address, telephone, and FAX numbers of the firm, and
 - d. contact information, including an email address, of the person(s) who are authorized to represent the proposer.
2. **Firm & Personnel.** All proposal packages must include the following information related to the firm and key personnel who will be working on this project. Specifically this section relates to the firm, project principal, project manager, key office and field staff and any preferred key sub-contractors, if applicable. Please note that the City's contract for professional services for this project will require commitment from the selected firm that the personnel listed below will be assigned to the project in the roles stated by your firm.
 - a. Firm Description - Provide a brief description of your firm's history, the type of work you have performed and your capabilities. If joint venture, provide the information for each of the firms involved. List the sub-consulting firms, if applicable, that will be part of your team.
 - b. The names of the partners, managers and other key staff persons who will be assigned to the project along with brief resumes that indicate their experience in operation, maintenance, and management of sewer treatment plans and collection system:
 - i. Operation, Maintenance and Management of sewer treatment and collection systems that incorporate activated sludge plants, Sequencing Batch Reactors (SBRs) treatment, UV disinfection.
 - ii. Operation, Maintenance and Management of biosolids management and land application.
 - iii. Operation, Maintenance and Management of sanitary sewer collection system, including pump stations
 - iv. Operation, Maintenance and Management of storm sewer collection system, including pump stations
 - v. Construction experience in repairing storm and sanitary sewer lines
 - c. Indicate the key staff's job classification, roles and responsibilities, professional registrations and certifications. Indicate the availability of all

individuals proposed on this project. Define the extent of project manager involvement and roles of key members.

- d. An organizational chart identifying members of the team, including any sub consultants, who would be assigned to this project. The chart should clearly delineate roles and responsibilities of the various team members.
- e. If applicable, for the proposed sub consultants, please provide the name of each firm, the office location, contact name and telephone number, and the services to be provided.

Proposer shall have key personnel available for the time and magnitude of the project throughout its duration. Key personnel assigned to the project shall maintain their assigned position throughout the project unless requested to be removed by the City or unless otherwise approved by the City. Proposer should provide information relating to cross-training programs (philosophies) and the incentives that are provided to the operations and collections crew to ensure certification.

3. **References.** All proposal packages must include the following information related to the references and qualifications relative to the scope of work associated with this proposal.

- a. List of government jurisdictions (Oregon preferred), along with contact name and number, your firm is currently providing operation, maintenance, and management services for sewer plants and collections systems (including plants that incorporate Sequencing Batch Reactors (SBRs) treatment and UV disinfection) within the last 10 years.
- b. Relevant Project Summary/Profile Sheets completed within the last 10 years. At a minimum, the sheets shall provide a brief description of the project, provide length of time that they have provided services for, size of collection system, size and type of treatment plant. Identify any claims associated with the project. Provide owner information and contact person. Additionally, the sheets should also include the following information:
 - I. Provide references. Indicate the project involved and the individual's role. Provide contact information for the reference.
 - II. Revenue and expense budget.
 - III. Description of computer systems utilized and the extent of automations systems at this facility.
 - IV. Duration of contract.

4. **Project and Scheduling Approach.** Describe how your firm will insure the City's schedule requirements are met. Specifically how will your firm organize your work staffing and coordination of team members in order to ensure that all schedule milestones are achieved? How will your firm report progress and mitigate delays? Describe prior experience.

A preliminary scope of work has been included with this RFP, however it is anticipated that the proposal will include any amendments and/or provide additional recommendations based on the consultant's experience on similar projects. Summarize why your firm should be selected. The firm shall demonstrate an understanding of the work and present an overall summary of

their approach. At a minimum the discussion shall include the items identified in the Scope of Work Section within this RFP.

The following attachments are required information that should accompany your proposal but are excluded from the twenty page limit:

Attachment A - Safety and Compliance Record

Provide the firm's OSHA reportable accident rate and current Worker's compensation insurance modifier for the last 3 years. Provide OSHA reportable accident rate on projects managed by the proposed superintendent or project manager over the past 3, year period. Provide the firm's site safety plan.

Provide the firm's environmental compliance record for the last 3 years. Indicate the nature and disposition of all complaints filed by State or Federal environmental agencies during the last 5 years against the firm.

Attachment B – Insurance Information

Insurance Company: Provide the name, address, and phone number of insurance company, or if applicable, the insurance company of all parties to a proposed joint venture project. Provide a certificate of insurance outlining coverage and policy limits. Can this coverage be extended for work on this project? Can coverage be increased? Are there any current claims that will affect coverage limits available for this project? Have you, or if applicable all parties to the joint venture, ever been refused insurance?

Provide information regarding contingent liabilities, bankruptcies, and litigation.

Attachment C – Minimum Pre-Qualifications

Provide copy of prequalification approval letter from City.

Attachment D – Fee Component

Provide copy of requested fee information. Fee information must be submitted in a sealed envelope.

PART E – ADDITIONAL INFORMATION

Provide additional information that the contractor deems necessary and pertinent to the prequalification application package.

PROPOSAL EVALUATION CRITERIA

The City will follow a select procedure that involves the review of all qualified proposals, the evaluation and ranking of proposals, negotiation of fees with the most qualified firm and award of contract is based upon our local and state procurement requirements. The previous section titled, "Proposal Package Requirements" describes the minimum information required in the proposal. The selection of the most qualified firm will be performed by the evaluation committee and will be based on the proposal package requirements and the following criteria.

PROJECT STAFFING

Is the project manager qualified to manage all phases of the project? Does project manager have experience in managing a biosolids program (hauling, storing, land application, reporting, monitoring, working with local property owners, etc.)? Does project manager have experience with operating treatment plants in similar size and type as Coos Bay? Does project manager have experience with operating and managing a sewer collection system? Does project manager have sufficient credentials that meet NPDES permit requirement (Wastewater Operator Certification in Collection and Treatment)? Does support staff have sufficient experience with related work? Does support staff have Wastewater Operator Certifications in Collection and Treatment? Does support staff have sufficient experience with related work? Are all required disciplines represented in this scope of work? Have key personnel worked successfully together on past projects? If sub consultants are proposed, have they worked with the key personnel before? Have all team members had similar experience regarding project scope and magnitude?

PROJECT EXPERIENCE

Are similar and current projects submitted as examples? Does the reference confirm a "job well done"? Are references current and accessible? Does the City of Coos Bay have a positive experience with the proposer? Does firm show experience working successfully with public agencies and under the public contracting statutes and requirements? Does firm show experience with O&M projects in public sector? Was a detailed listing of any ongoing claims provided?

PROPOSAL APPROACH

Does proposal present all required material in a clear and professional manner? Does proposal address all required information? Is a clear understanding of the project stated and demonstrated throughout? Is the scope detailed and comprehensive? Is the scope consistent with the teaming and staffing levels? Is firm's overall O&M plan for the project clear and concise?

Does the approach at a minimum address the following:

1. Indicate the resources available to provide operation maintenance and management services for the sewer system.
2. Indicate the in-house resources and identify resources outside of organization.
3. Discuss approach and experience interfacing with municipalities and stakeholders.
4. Describe project tracking and cost control within the established budget throughout project.

SCHEDULING APPROACH

Describe how your firm will ensure the City's schedules are met. Specifically, how will your firm organize your work, staffing, and coordinate team members in order to ensure that all schedule milestones are achieved? How will delays be mitigated? How will firm report progress? How will you ensure that the NPDES and biosolids permits monitoring and

reporting requirements are met, corrective and preventative maintenance occurs to all sewer facilities, all of the sanitary sewer lines are cleaned at least once every five years, and land application of biosolids occurs within the allowed time frame?

PROJECT FEE COMPONENT

The fee component will be evaluated on clarity of the cost breakdown, the cost itself, and what is included or excluded in the breakdown of cost.

SCORING CRITERIA

The submittals will be evaluated and scored by the selection committee. The scoring criteria will be:

Project Staffing	20%
Project Experience	20%
Proposal Approach	20%
Scheduling Approach	20%
Fee Component	<u>20%</u>
	100%

BACKGROUND AND SCOPE OF WORK

BACKGROUND

The City of Coos Bay is the largest community on the Oregon coast and provides wastewater collection, treatment, and disposal services to retail customers within the City limits. The topographic characteristics of the City are gentle low lying hills. As such, there is a ridgeline that divides the City into two primary basins, served by two wastewater treatment plants (WWTPs). The City owns and operates both of these activated sludge wastewater treatment plants. Wastewater is conveyed to one of the two wastewater treatment plants using a combination of up to 21 sanitary sewer pump stations and a combined total of over 90 miles of sanitary collection system piping. Wastewater from the western area is treated at WWTP 2, while WWTP 1 treats wastewater from the eastern area.

WWTP 2 is located in the Empire area, on the western side of town, and has a 2.02 mgd average dry weather design flow. It has been in service since 1973 and was upgraded in 1990 to meet National Pollutant Discharge Elimination System (NPDES) permit requirements. In 1990, a new headworks and a second secondary clarifier were added to the plant. Other plant processes included influent pumps, primary clarification, activated sludge, secondary treatment, secondary clarification, disinfection, dechlorination and anaerobic digestion of sludge. The city is planning on constructing a new treatment plant, however that treatment plant will not be online till end of 2017. At that time, the City will renegotiate the contract to accommodate any changes associated with the new plant.

WWTP 1 is located on the eastern side of town and has a 2.9 average dry weather design flow. The plant was originally constructed in 1954, secondary treatment was added in 1973, and upgraded in 1990. In 1990 the upgrades included a Class I mechanical and electrical reliability up to an instantaneous peak hydraulic flow of 15 MGD. The upgrades further consisted of a new headworks, primary clarifier and secondary clarifier.

Additionally, the City has a storm sewer system that captures and conveys the storm water runoff ultimately to several locations along the Bay. The storm sewer system consists of approximately 50 miles of piping and 3 pump stations.

The City is planning to replace WWTP 2. This plant will be replaced with a Sequencing Batch Reactor with UV disinfection. This new plant will be on a greenfield site and construction should have minimal impact on the existing operations of WWTP 2. Additionally, a force main will be constructed from the new WWTP 2 to the WWTP 1 digesters. This proposal will not address this upcoming plant. It is anticipated that the contract will be re-negotiated once the new treatment plant is on-line. It is also anticipated that during construction and the startup of the new plant, the successful proposer will be involved and play an active role.

PROJECT UNDERSTANDING AND APPROACH

Coos Bay is requesting proposals for the operation, maintenance, and management of the wastewater treatment plants, pump stations, storm and sanitary collection system. It is imperative for the prospective contractor to develop a clear understanding of the site and the specific tasks that the City is asking the selected contractor to perform.

It is the intent of Coos Bay to place the primary responsibility for the efficient operation and maintenance of the wastewater treatment facilities and sewer system on the selected contractor. While Coos Bay will maintain all permits and interface with regulatory personnel (with the assistance of the successful proposer), the contractor will be responsible for fines

and penalties that might result from the improper operation of the facilities. Coos Bay is looking for a contractor that understands the needs of the City, brings the expertise necessary to provide efficient operation, and understands the ongoing regulatory and technical changes that would require Coos Bay to upgrade or modify the facilities.

Coos Bay is not looking for a simple manager of operating personnel, but is searching for a firm that brings a wealth of industry experience, trained employees and overall dedication to environmental compliance to enrich the Coos Bay program of environmental stewardship. Coos Bay is looking for a partnership. Coos Bay is not looking for a contractor that is not willing to have an open door policy to Coos Bay staff. Coos Bay is looking for a partner that will be vested in the sewer system and help Coos Bay maintain and operate the system and constantly look for more efficient ways in which to do so.

The general requirements listed below and in the individual site scope packages should be considered a part of the scope of work for any contract that Coos Bay would execute with a contractor. This list is not an all-inclusive list:

1. The prospective contractors will base their proposals on providing effective/efficient operation of wastewater treatment in compliance with all local, state and federal regulations and in accordance with Coos Bay Policy/Procedures.

The Contractor will deliver an uncompromising/unrelenting commitment to flawless compliance and will be expected to strive for continuous improvement in the operation of all systems under their responsibility.

The Contractor will be knowledgeable of current regulations and technology that affect wastewater treatment plants operated by the selected Contractor, and provide recommendations where needed to stay in compliance.

2. Coos Bay will provide adequate information regarding current operations to enable the prospective Contractor to provide an innovative and understandable proposal package and will treat each prospective Contractor fairly
3. The Contractor shall prepare and provide a detailed monthly operations report which discusses any upsets or unusual occurrences, or any specific operational problems which the wastewater treatment plant has experienced, or any other information determined necessary by Coos Bay. It should also include at a minimum, a summary of the pertinent operations data for the month and should be submitted to the designated Coos Bay site contract administrator. The report shall also include:
 - The Contractor will prepare a maintenance report each month, detailing what maintenance was done on equipment and instrumentation and forecasting the maintenance planned for the upcoming month and submit it to the designated Coos Bay site contract administrator.
4. Contractor must provide certified personnel as indicated in the scope package.
5. Contractor shall be liable for those fines or civil penalties which may be imposed by a regulatory agency for violations of the effluent quality requirements that are a result of Contractor's negligent operation. Contractor shall be liable for all judgments, liabilities, damages, claims, and other costs (including, but not limited to, Coos Bay attorney fees) associated with any citizen suits precipitated by violations of the plant's

wastewater discharge permit, caused by Contractor's negligence. Should Coos Bay be assessed fines as a result of Contractor negligence in performance of its contractual obligations, Contractor will reimburse Coos Bay for such fines.

6. Contractor is responsible for training of its employees. Coos Bay will provide guidance during the transition between current employees and Contractor, as needed.
7. Contractor will use a Coos Bay public purchasing rules to purchase all maintenance and operating supplies, including chemicals used at the wastewater treatment plant, unless the Contractor can get the item at better total price to Coos Bay through its own sources, or an emergency situation necessitates the use of other methods of procurement.
8. Contractor shall prepare and provide input for a capital budget and an operations and maintenance cost budget each year in time to be incorporated into the City's plant site's budgeting process.
9. Contract laboratories utilized for DMR required analysis are subject to auditing by Coos Bay. The Coos Bay practice has been to use the services of a Coos Bay approved laboratory for legal analysis. Any change in laboratories used for DMR analysis must be approved by Coos Bay prior to the change.

SCOPE OF SERVICES

The City is seeking a consultant that shall provide services necessary for the management, operation, and maintenance of all equipment, grounds, and facilities now existing within the present property boundaries of or being used to operate Coos Bay's Wastewater Treatment Plants, Pump Stations, Sanitary and Storm Sewer Collection Systems, and Other Facilities for a term of 10 years. The facilities include:

TREATMENT SYSTEM (PLANTS)	Wastewater Treatment Plant 1, 680 Ivy Ave Wastewater Treatment Plant 2, 100 Fulton Ave
COLLECTION SYSTEM (SANITARY AND STORM SEWER)	Twenty four (24) Collection System Pump Stations Ninety Three (93) miles Sanitary Collection Lines Fifty (50) miles Storm Sewer Collection Lines Twenty Two (22) Tide Gates Undetermined Number of Storm Sewer Culverts Undetermined Number Manholes & Catch Basins
COLLECTION SYSTEM (OTHER FACILITIES)	East Side Shop, 9th & "D" St. Stormwater Sump, 755 Grant St. Cathodic Protection, Bunker Hill (bridge)

The following is a list of the scope of services to be provided by the successful proposer:

Operation, Maintenance, & Management

1. Provide necessary insurance for liability coverage for environmental fines and liability as well as any costs resulting from negligent operations that result in plant upsets or equipment failures, and be able to describe specifically how that coverage would apply to the Coos Bay projects

2. Within the design capacity and capability operate the project so that the requirements of NPDES Permit No. 100699 dated May 22, 2013 for Plant No.1 and NPDES Permit No. 100771 dated August 21, 2003 for Plant No.2 are met. The successful proposer shall be responsible for meeting the requirements of Coos Bay's NPDES permits.
3. Provide a CMMS that is mutually accessible by Contractor and Coos Bay for submittal and tracking of collection system and storm system service requests. The City shall have full access to this system and be trained by successful proposer. This system shall also be accessed by the City.
4. Asset Management Plan - Provide and document all preventive maintenance and corrective maintenance for the Plant 1, Plant 2, Storm Sewer Collection System, Sanitary Sewer Collection System and Biosolids Lagoon with a Coos Bay approved computerized maintenance management system (CMMS).
5. Provide and document all repairs for the project, the total repair amount shall be determined each fiscal year and based on anticipated needs of the system. Coos Bay-authorized repairs and related expenses above approved amount will be paid for by Coos Bay. Any amount that is remaining at the end of the fiscal year shall be 100% refunded to the City of Coos Bay.
6. Provide Coos Bay with a detailed accounting of repairs on a monthly basis.
7. Provide Coos Bay access to all laboratory testing and sampling.
8. Conduct "repair versus replace" analyses for repair activities and coordinate with City their recommendation.
9. Pay all direct costs incurred in normal project operations, and provide Coos Bay, on a monthly basis, a report of direct costs in the format identified by COOS BAY
10. Determine and report the costs of Plant 1, Plant 2, Sanitary Collection System and Storm Collection System.
11. Calculate and report the flows and loadings from Bunkerhill Sanitation District and Charleston Sanitary District Plant 1 and 2, respectively.
12. Responsible to administer all safety programs, inspections, training, safety equipment repair, and preventive maintenance required to comply with OSHA and State of Oregon regulations.
13. Prepare all NPDES permit reports pertaining to the services in a timely manner to Coos Bay, DEQ, and other appropriate regulatory agencies
14. Biosolids Management - Contractor shall prepare, implement, monitor, and report information for the Biosolids Management Plan required by the City of Coos Bay, 40 CFR 503 Regulations, and the Oregon Department of Environmental Quality as described in Oregon Administrative Rules, Chapter 340, Division 50 "Land Application & Disposal of Sewage Treatment Plant Sludge & Sludge-Derived Products Including Septage". This can include but is not limited to:
 - a. Responsible for treating, transporting, and disposing (land application) of all solids (including screenings, grit, and biosolids) generated at wastewater treatment plants including, but not limited to, obtaining land owner permission, site specific preparation cost/logistics and permits necessary for the beneficial reuse of solids
 - b. Prepare and submit annual biosolids handling reports. All biosolids records must be retained and updated accordingly by successful proposer. The successful proposer shall provide copies of all reports to the City.
 - c. Pay for the outside laboratory cost of analyzing all samples of beneficial use sites. Testing must be in conformance with biosolids permits. However annual testing of all sites shall be performed on land that is receiving biosolids. This information will be maintained by the successful proposer and provided to Coos Bay.

- d. Prepare and maintain monthly biosolids handling reports
14. Provide Coos Bay with updated operations and maintenance standard operating procedures for both treatment and collections which shall be reviewed and updated annually.
15. Provide Coos Bay with updated emergency operating plan for the wastewater system which shall be reviewed and updated annually
16. Be onsite to call-outs 24-hours/day and within 30 minutes of notification.
17. Maintain aesthetics of all facilities associated with this RFP to include but not limited, landscaping, exterior painting, etc.
18. Provide access for periodic inspection of all facilities and allow for Coos Bay participation in daily staff assignment meetings.
19. Operate all processes and facilities in such a manner that odor problems are minimized including odors from grit, grease, scum, and other odor sources.
20. Comply with DEQ and EPA requirements regarding wastewater treatment plant operations and maintenance, and provide Coos Bay with reports and other information regarding potential or actual violations involving the project.
21. Comply with regulatory reporting requirements, including directly notify regulatory agencies regarding potential or actual violations.
22. Annually provide Coos Bay with a Capital Improvement Purchase list for items valued greater than \$5,000. The list shall include items necessary for Plant 1, Plant 2, the collection system (including the pump stations), vehicles, etc.
23. Utilizing the facility plans and master plans as a baseline, conduct and prepare a facilities assessment report which will evaluate the condition of wastewater treatment facilities and major equipment in detail. This report will be re-evaluated midway of the contract duration. This report will be utilized to submit a Capital Improvement Forecasting Plan which shall be in the form of a 3-year plan to be updated annually.
24. Maintain site vehicle cleanliness and appearance to the standard identified by Coos Bay. The Driver's Vehicle Inspection Report has been provided as one of the resources associated with this RFP
25. Deliver site vehicles to specific service locations as requested by Coos Bay for maintenance and repair
26. Comply with all disposition protocol as requested by Coos Bay prior to disposal and any Coos Bay property
27. Provide an annual presentation of O&M services status for COOS BAY City Council
28. Participate in a minimum of three (3), COOS BAY approved, community involvement projects annually.
29. Coordinate and work with Coos Bay to explore alternative delivery methods to implement capital improvements in the most cost-effective manner.
30. Make regular, routine purchases of new and replacement equipment, other than capital equipment.
31. The City maintains a data base of the sewer facilities. This data base will be available to the successful proposer in the form of ARCReader. This data base ARCReader houses the location of sewer facilities and any as-built information that the City has. When discrepancies are identified between the data base for the existing facility, the successful proposer is responsible to provide this information to the City such that the maps can be updated. This data base will be utilized to perform the sewer locates.
32. Cooperate and assist with Coos Bay and any consultants and contractors retained by Coos Bay for any planning, design, and construction related to the Wastewater Treatment Facilities, known as Plant Nos. 1 and 2, Sewer System, Pump Stations, and any other facilities, vehicles or project equipment.

- 33. Cooperate with Coos Bay and any consultants retained by Coos Bay for any performance audits of the project, and provide access to operational cost information during normal business hours.
- 34. Responsible for rodent and other vector control at all facilities as needed.
- 35. Remove and dispose of debris left on property of Coos Bay resulting from transient citizens
- 36. Monitor and report occupancy of transient citizen within property of Coos Bay.
- 37. Utilize the Microsoft Office Suite.
- 38. Added Value Service. It is understood that the City cannot list every generally accepted practice that should be associated with a scope of work of this magnitude. As such the City has an expectation that the selected contractor perform the necessary scoping items that are reasonable and rational. The City does not expect to receive out of scope change orders because a single specific item was not discussed in this scope.

Staffing

- 39. Staff the project with employees who have met the certification requirements of the State of Oregon, and possess the skills and ability to perform routine maintenance and repairs on site and conduct ongoing training programs for all personnel to ensure proper operation and maintenance of the all systems. On annual bases, provide the City with a list of staff members and the certifications.
- 40. Staff the project with maintenance staff with the qualifications to perform onsite electrical work as required for the State of Oregon ORS479.730.
- 41. Staff must meet the minimum requirements set forth in Exhibit B.
- 42. Due to the small nature of the staff, it is essential that all staff be cross trained. For example, this can include but is not limited to; operators being trained at both plants and familiar with the pump stations tributary to each, collections having a working knowledge of the CCTV and the software associated, staff having flagger training, crew trained on the operation of the dredge at eastside lagoon, crew trained on land application of biosolids, crew trained on biosolids reporting, etc.

Collections

- 43. Clean and maintain the sanitary collection system, storm sewer collection system, and pump stations including lines, manholes, and pump station wet wells will be inspected and cleaned on a mutually agreeable schedule, which shall be revised periodically based on system needs to maintain free-flowing conditions; however, the goal shall be to inspect and clean the entire sanitary collection system every five (5) years.
- 44. Operate and maintain pump stations to insure free-flowing conditions and elimination of pump station overflows.
- 45. Perform daily inspections of telemetered and non-telemetered pump stations.
- 46. The storm water collection system including lines, manholes, tide gates, and catch basins will be inspected and cleaned on an as-needed basis to maintain free-flowing conditions; however, no requirement to inspect and clean the entire storm water collection system is contemplated within the term of this Agreement.
- 47. Be onsite to call-outs 24-hours/day and within 30 minutes of notification.
- 48. Perform up to ten (10) line repairs per year to a maximum depth of eight (8) feet and maximum length of twenty (20) feet. Crew must have proficient construction knowledge and equipment operating experience typical of that of trench construction for sewer repairs. Crew must have proficiency in OSHA requirements for trench construction.

49. Adjust manholes and control vectors as needed.
50. Utilize CCTV to televise lines to locate lateral and stub-out connections and sources/causes of problems relating to storm collection system and sanitary collection system.
51. Assist Coos Bay with dye and smoke testing to locate laterals, broken lines and illegal connections.
52. Perform all storm and sanitary sewer locates for the City of Coos Bay within the time frame specified by the Oregon Notification Center. This is generally 48 hours from the time the locate ticket is issued. Emergency locates shall be performed as soon as reasonably possibly and in conformance with state law. All locates shall mark all public wastewater collection lines and pressure lines according to the Oregon Administrative Rules, Chapter 852, Division 1, as defined in the Oregon Utilities Coordinating Council Standards Manual. For the purposes of this scope of work, assume 700 locates per year.
53. The Successful proposer shall attend regularly scheduled meetings and be active in the South Coast chapter of the Utilities Coordinating Council.
54. Maintain a free flowing condition within the storm water collection system including gravity lines, manholes, culverts, tide gates, and catch basins.
55. Provide potholing services using the vacuum truck at locations requested by Coos Bay up to a total of 300 labor hours annually
56. Perform, at COOS BAY request, dry excavation, catch basin cleaning on private property, city pool cleaning and Fire Dept. wet well cleaning.

FEE COMPONENT

The successful proposer will be responsible to provide the City with an initial Direct Cost. The Direct Cost includes both labor and non-labor costs. Non-labor costs are utilities, repairs, office supplies, copy machines, computers, petroleum, chemicals, insurance, etc. Non labor costs also include repairs. A repair budget (repairs less than \$5,000 each) will be negotiated annually. The City will receive 100% of the amount remaining in the repair budget at the end of the fiscal year. Should the budget need to be exceeded, the City will pay 100% percent, however the successful proposer shall obtain approval prior to exceeding the negotiated repair budget. Understanding that petroleum, chemicals, utility bills, insurance, and repairs may fluctuate and change year to year, for the purposes of the fee component these should be omitted. During contract negotiations with the successful proposer these fees will be determined. However, the remaining non-labor costs such as maintaining offices (provide furniture, cleaning, etc.), provide and upkeep and replacement of office equipment and supplies should be known and should be accounted for the in the non-labor costs for the fee component.

Labor costs should also be known. For the purposes of this scope, the proposer must provide labor costs (benefits included) for the assumed FTEs that are requested in this RFP. Additionally, if the proposer feels that the FTE assumption can be adjusted, either higher or lower, an additional cost can be provided. It is the responsibility of the proposer, if an additional cost is provided, to clearly state what each change is from the assumed FTE and clearly state a justification for each change. It is not the responsibility of the City to interpret the assumptions of the proposer. If the additional costs are not clear and concise they will be rejected and not reviewed and evaluated with the overall proposal. The assumed FTEs are as follows:

OPERATION, MAINTENANCE, & MANAGEMENT OF SEWER TREATMENT AND COLLECTION SYSTEM
One (1) Project Manger Five (5) Operators (One of which shall be the lead) Three (3) Collections (One of which shall be the lead) One (1) Electrician Two (2) Mechanics One (1) Administrative/Laboratory Assistant

All FTEs must match the job description and qualifications set forth in Exhibit B.

It is assumed that there will be a management fee. The management fee will be a percentage that is multiplied to the Direct Cost. The Management Fee and the Direct Cost will equal the Base Fee. It is also assumed that each year the Direct Cost will fluctuate up or down based on cost of living, increase in utilities and chemicals, etc. As such a fluctuation fee/rate will also be requested. A line item for an additional fee for services during construction of the new Plant 2 and the startup has also been included. While the City does not anticipate that this should be an extra fee, the option to submit a fee has been included for the proposer if the proposer deems this necessary. The construction for the new Plant 2 schedule is anticipated for two years and will be located on the property at the northeast corner of Cape Arago Highway and Fulton Avenue. For the purposes of this scope the proposer must provide the following numbers:

Proposed Fee	Notes
Operations	
• Labor assuming the City's FTEs	One lump sum expressed in dollars.
• Optional – Labor as Submitted by Proposer	One lump sum expressed in dollars ⁽¹⁾
• Non-Labor Costs ⁽²⁾	One lump sum expressed in dollars
Collections	
• Labor assuming the City's FTEs	One lump sum expressed in dollars.
• Optional – Labor as Submitted by Proposer	One lump sum expressed in dollars ⁽¹⁾
• Non-Labor Costs ⁽²⁾	One lump sum expressed in dollars
Management Fee	Present this number as a percentage
Maximum Fluctuation Fee ⁽³⁾	Present this number as a percentage
Plant 2 Construction Support and Startup	One lump sum expressed in dollars.

(1) It is the responsibility of the proposer, if an additional cost is provided, to clearly state change/deviation from the assumed FTE. Each change/deviation must have a justification/explanation.

(2) For the purposes of this Fee Component, non-labor costs should not include petroleum, chemicals, utility bills, insurance, and repairs.

(3) Fluctuation Fee cannot exceed the CPI for the West Region.

By submitting these numbers, the proposer is conditioning that the labor costs and non-labor costs (excluding petroleum, utilities, chemicals, and repairs) will be utilized the first year. While there is no requirement, each year this fee has the ability to increase, but no more than what is allowable by the maximum fluctuation fee which shall not exceed the CPI for the West Region. The management fee and maximum fluctuation fee will be utilized for the duration of the contract.

EXHIBIT C
JOB DESCRIPTIONS



City of Coos Bay

Public Works Department

500 Central Avenue, Coos Bay, OR 97420

PH 541-269-8918 – FAX 541-269-8916

www.coosbay.org

- EXHIBIT B -

Job Descriptions

PLANT MANGER

This position is responsible for managing and overseeing the operation and maintenance of the wastewater treatment plants, biosolids program, and sewer collection system to ensure the efficient, safe, and economical treatment of wastewater, treatment and land application of biosolids, and maintaining free flowing conditions in the sewer system. Manages and oversees finance, materials, quality assurance/control, human resources and information systems. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. A wide degree of creativity and latitude is required. Supervise operators, mechanics, electricians, and collection crew and institute plant policies and procedures, direct training programs and complete employee performance reviews. Ensure that the plant and its operators comply with state health standards by regularly testing the water supply and keeping meticulous records. They're also responsible for maintaining a safe work environment and ensuring all equipment is in proper working condition.

EXAMPLES OF DUTIES TO BE PERFORMED:

1. Plans, organizes, assigns, directs, and reviews the work of employees engaged in the operation and maintenance of the wastewater treatment plant and collection system.
2. Oversees operation of facilities to meet all applicable regulatory requirements and in accordance with design criteria. Develops and implements techniques and methods of process control which increase plant efficiency.
3. Oversees preparation of monthly, quarterly, and annual reports.
4. Oversees the work of others contracted to work on plant components.
5. Confers with City Staff on plant operational problems.
6. Oversees the preventive maintenance program of the plant.
7. Oversees emergency and unscheduled work to assure appropriate follow through.
8. Prepares reports for submission to City Staff.
9. Implements, directs and enforces plant safety and risk management programs.
10. Coordinates equipment repair or replacement such that plant effluent quality limits are maintained.
11. Oversees preparation of work orders.
12. Oversees the requisition process for tools, materials, equipment, and services.
13. Responsible for inventory of stored material for use in the plant.
14. Reviews and comments on all plans for construction, repair, or replacement of any plant components.
15. Oversees training activities.

16. Responsible for all section personnel issues including hiring, evaluating, disciplining, and terminating.
17. Assists City Staff in preparation of budget by providing input relative to plant CIP and O & M fiscal needs.
18. Performs other duties as assigned by City.

REQUIRED KNOWLEDGE AND SKILLS:

1. Knowledge of and ability to apply policies and procedures of the City.
2. Knowledge of the methods, materials, tools and equipment used in the operation, maintenance, inspection, repair, and installation of wastewater treatment plant and collection components.
3. Knowledge of the mechanical, biological, and chemical processes involved in the operation of a wastewater treatment plant.
4. Knowledge of operating and managing a biosolids program.
5. Knowledge of the occupational hazards in wastewater treatment plants and safety measures to be implemented.
6. Knowledge of and ability to apply principles of sound management and budget.
7. Knowledge of computer skills and Microsoft Office Suite.
8. Ability to plan and direct the work of subordinate employees.
9. Ability to operate and maintain equipment used in the wastewater treatment process.
10. Ability to recognize needed repairs.
11. Ability to perform, analyze, and interpret laboratory tests for the purpose of making operational adjustments.
12. Ability to deal effectively with people at all levels.
13. Ability to read and interpret engineering specifications and drawings pertaining to plant expansions and improvements.

TRAINING AND EXPERIENCE:

This position, at a minimum requires a high school diploma (or equivalent) with related technical field with at least 15 years experience in plant operations including seven years in a supervisory capacity. Other combinations of experience and education which provide the knowledge and skills required to perform the job may be considered. 1. Must possess a Level 4 and Level 3 Oregon DEQ Wastewater Treatment Certification in operations and collections, respectively, or have the ability to obtain within 6 months.

LEAD OPERATIONS

Under the direction of a Plant Manager, oversees the daily production operations of the plant. Monitors operations for efficiency and safety, ensuring that all applicable regulatory requirements are met/followed. Develops production schedules to meet internal goals as well as expectations of customers. Oversees production staff, including hiring/training of personnel. Must hold, at a minimum, a Level 3 Oregon DEQ Wastewater Treatment Certification in operations. Requires, at a minimum, a high school diploma (or equivalent) with at least 8 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. Leads and directs the work of others. A wide degree of creativity and latitude is required. Typically reports to Plant Manager. Must have good computer skills and general knowledge of the Microsoft Office Suite.

OPERATOR

Ensures that pumps, conveyors, blowers, chlorinators, vacuum equipment and other waste water treatment equipment are functioning properly. Monitors equipment for potential failures and may make minor repairs or adjustments as needed. Collects water samples for chemical analysis. Requires a high school diploma or its equivalent. Must have at minimum of Level 1 Oregon DEQ Wastewater Treatment Certification in operations or the ability to obtain this certification within one year of employment.

LEAD COLLECTIONS

Under the direction of a Plant Manager, oversees the daily production operations of the collection system. Monitors collections for efficiency and safety, ensuring that all applicable regulatory requirements are met/followed. Develops production schedules to meet internal goals as well as expectations of customers. Oversees production staff, including hiring/training of personnel. Must be able to operate vacuum equipment and truck along with television investigation equipment. Must hold, at a minimum, a Level 2 Oregon DEQ Wastewater Treatment Certification in collections. Requires, at a minimum, a high school diploma (or equivalent) with at least 8 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. Leads and directs the work of others. A wide degree of creativity and latitude is required. Typically reports to Plant Manager. Must have good computer skills and general knowledge of the Microsoft Office Suite.

COLLECTIONS

Ensures that the sewer system is safely conveying sewer and free of blockages. Utilizes vacuum equipment and video investigation as necessary. Monitors equipment for potential failures and may make minor repairs or adjustments as needed. Collects water samples for chemical analysis. Requires a high school diploma or its equivalent. Must have at minimum of Level 1 Oregon DEQ Wastewater Treatment Certification in collection or the ability to obtain this certification within one year of employment.

MECHANIC

Constructs, maintains, and tests mechanical equipment, machinery, and components. Identifies parts for replacement and machines that need new parts and places orders as necessary. Requires a high school diploma or its equivalent.

Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. A wide degree of creativity and latitude is expected. Works under immediate supervision of the Collections or Operations Lead.

ELECTRICIAN

Perform onsite electrical work as required for the State of Oregon ORS 479.730. Constructs, maintains, and tests electrical systems and components. Uses measuring and diagnostic tools to test and modify electronic parts. Ensures systems and components meet established specifications. Requires a high school diploma or its equivalent. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. A wide degree of creativity and latitude is expected. Typically reports to a Collections or Operations Lead.

ADMINISTRATIVE AND LABORATORY ASSISTANT

Organizes and directs the daily activities of the laboratory. Responsible for conducting and overseeing quality assurance and quality control, and collecting, analyzing, and interpreting lab results. A minimum of a high school degree or equivalent is required. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. A wide degree of creativity and latitude is expected. Typically reports to project manager or lead. Must have at minimum of Level 1 Oregon DEQ Wastewater Treatment Certification in operations or the ability to obtain this certification within one year of employment. Must have extensive computer knowledge and ability, specifically with the CMMS system and the Microsoft Office Suite. Perform administrative duties as needed.

EXHIBIT D
INSURANCE REQUIREMENTS



City of Coos Bay

Public Works Department

500 Central Avenue, Coos Bay, OR 97420

PH 541-269-8918 – FAX 541-269-8916

www.coosbay.org

- EXHIBIT C -

Insurance Requirements

Insurance Policy Statement

Any company or individual performing work for the City of Coos Bay (hereinafter "the City") on City property shall be required to provide proof of insurance to the City per applicable insurance level.

1. General Liability shall be a per occurrence form and must cover the time for which the work/event/contract is being performed/held.
2. Proof of insurance of not less than the amount required is to be provided. Limits shown in the requirements are a minimum per occurrence limit.
3. If the City is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this statement shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the company or individual performing work/hosting event assumes full responsibility for the payment of such claim.
5. Waivers of the policy limits or provisions in this policy must be approved by the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may also be required to be higher based upon the City's review of the specific application for which insurance is required.
6. Tail Coverage": If any of the required liability insurance is on a "claims made" basis, recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:
 - (1) Recipient's completion of all services and the City's acceptance of all services required under the Contract/Agreement, or

- (2) The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain "tail" coverage and the maximum time period "tail" coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain "tail" coverage for the maximum time period "tail" coverage is reasonably available in the marketplace for the coverage required.

7. Definitions:

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Professional Liability: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Builders Risk: To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

Installation Floater: To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

Umbrella Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies.

Umbrella policies provide three functions:

- (1) To provide additional limits above the each occurrence limit of the insured's primary policies;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and
- (3) To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in

excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown.

If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown.

9. (If applicable) Contractor will purchase and maintain property insurance for the entire work at the site on a replacement cost basis.

Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract.

The Installation Floater shall include coverage for testing, if applicable.

The minimum amount of coverage to be carried shall be equal to the full amount of this contract.

The contractor will be responsible for any applicable deductibles.

10. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract/Agreement and shall be provided to the City with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be **primary and non-contributory** with any insurance maintained by the City.

For construction contracts, a per project aggregate (form CG 2503 05/09 or equivalent) shall also be required.

In all situations, the City shall be included as an additional insured under the commercial general liability, automobile liability, and umbrella liability policies as applicable.

As applicable, a waiver of subrogation under the workers' compensation and commercial general liability policies shall also be provided.

Copies of such endorsements or coverage enhancements **shall be attached to the certificate(s)** provided to the City and will become a part of the Contract/Agreement.

Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Insurance Requirements:

Workers' Compensation	Statutory Limits
Commercial General Liability (Expanded Pollution Coverage, as applicable)	\$1,000,000 per Occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Automobile Liability (include coverage on all owner, non-owned, hired autos)	\$1,000,000
Contractor's Pollution Liability	Claims Made Basis, in the Amount of \$1,000,000 per Claim and in Aggregate
Umbrella Liability	\$4,000,000 per Occurrence (C.S.L.)

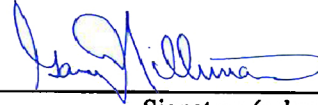
The following vehicles will maintain Pollution Liability Insurance, which will include coverage for claims resulting from the operation of these vehicles owned by Coos Bay:

YEAR	MAKE/MODEL	VIN NUMBER
2012	Dragon Vac Tank Trailer	1UNST4225CL114521
2010	Kenworth Tractor	1XKDD40X4AJ270083
1990	International truck	1HTGLJXT8LH248937
2005	Freightliner Vac truck	1FUBCYDC85HV10651
2008	Freightliner (sludge truck)	1FVXAU0028PZ13174
2009	International Sewer Cleaner	1HTWXAHT69J054617
1996	Ford LNT8000 truck	1FDZW82E0TVA05067

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 10, 2017



Signature (submitted by)

Originating Dept: City Manager

City Manager Approval


Subject: Franchise Fees

Recommended Motion:

Motion to authorize staff to contact Coos Curry Electric Cooperative and Curry Transfer and Recycling to initiate discussion concerning adjusting franchise fees.

Financial Impact:

Potential additional General Fund revenue of \$270,000 – 430,000 annually.

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

During a recent Budget Committee meeting Staff raised the prospect of restructuring the manner in which a Franchise Fee is paid to the City by Coos Curry Electric Cooperative.

Along with property tax and business license, Franchise Fees are among the most common sources of local government revenue in Oregon. In 2015-16, the City collected \$106,409 in Franchise Fee revenue.

Franchise Fees are charged as part of an agreement between local governments and utilities that use public rights-of-way. These agreements ensure that companies receiving special use of rights-of-way are paying fees to reimburse local governments for use of public services. Franchise agreements outline the terms under which utility companies use city rights-of-way, including compensation requirements. Franchise fees are typically calculated on a percentage of the revenues derived from sales of the utility company to customers within the City.

Franchise Fees are most commonly associated with public utilities that use the public streets and rights-of-way to conduct their business. Under the terms of franchise agreements, these utilities have the authority to erect and maintain distribution poles and underground facilities along sidewalks and roadsides; excavate into City streets to install and maintain facilities; and operate sometimes heavy construction or maintenance equipment on City streets. Essentially, for these utilities, their place of business is the public right-of-way. Waste collection services are also often subject to a franchise for the use of public streets by collection trucks and placement of collection containers.

In Brookings, the following entities have franchise agreements with the City:

Curry Transfer and Recycling
Charter Communications
Frontier Communications
Mettel Communications

LS Networks
Ringcentral Inc.
Coos Curry Electric Cooperative

Charter Communications pays a Franchise Fee of 5.0 per cent, the maximum allowed by law, while telecommunications companies pay a rate of 7.0 per cent, also the maximum allowed by law.

The City increased the Franchise Fee for Frontier Communications from 3.3 per cent to 7.0 per cent in 2012. Under State Law, the maximum rate for telecommunications companies is 7.0 per cent.

COOS CURRY ELECTRIC COOPERATIVE

The City entered into the current agreement with Coos Curry Electric Cooperative (CCEC) in 1953. At that time, the City and CCEC entered into what amounts to a barter agreement with respect to the Franchise Fee. Instead of collecting a monetary fee, the consideration is that CCEC provides street lighting within the City at no cost. With the exception of the green light poles in the downtown area, CCEC owns the street lights and provides the maintenance and electricity at no cost to the City. Additional street lights are provided by CCEC based upon population growth, or if the City agrees to pay for additional lights above the number established through the franchise agreement lighting/population formula. Only cities served by CCEC have this type of in lieu arrangement.

According to CCEC General Manager Roger Meader, the CCEC cost of providing street lighting to the City of Brookings is approximately \$89,000 annually. By comparison, the amount of revenue that would be generated by each one per cent (1.0 %) of a Franchise Fee would be an estimated \$87,000. Thus, CCEC is paying a Franchise Fee of about one per cent. A 5.0 per cent CCEC Franchise Fee would generate an estimated net new revenue to the General Fund of \$346,000 (\$87,000 x 5 - \$89,000). At 3.5 per cent, the amount of net new revenue would be \$215,500. The City would pay CCEC for the cost of street lighting from this new revenue. CCEC has netted out the revenue that would be generated by applying the Franchise Fee to City accounts.

According to the 2011 League of Oregon Cities survey on electric service franchise fees 36.5 per cent of responding cities levy a Franchise Fee of 5.0 per cent and 36.5 per cent of responding cities levy a Franchise Fee of 3.5 per cent. The next most frequent rate was 7.0 per cent, levied by 13.3 per cent of responding cities. Other rates levied by one or two cities range from 1.5 per cent to 10 per cent. Electric cooperatives are paying 3.0-5.0 per cent. Staff recommended a change in the manner of collecting the CCEC Franchise Fee in 2012 by establishing rate of 2.0 per cent, increasing to 3.5 per cent in 2014-15 and 5.0 per cent in 2016-17. The City Council did not proceed at the time as 1) CCEC management indicated they could not isolate City customers from all other customers to apply and determine the amount of fee, and 2) CCEC management indicated that they would increase electricity rates for City customers and show the increase as a City fee on electric utility customer bills. Item #1 has now reportedly been resolved.

Oregon Administrative Regulations, 860-022-0040, allows a city to levy an electric utility franchise fee of up to 3.5 per cent without having the fee separately listed on the electric utility bill. There is no statutory limit on the overall amount of franchise fee.

Changing the Franchise Fee from the current in lieu form to a cash amount would require the consent of CCEC. Meader has indicated that there would be some cost to CCEC associated with reprogramming software for which they would expect to be reimbursed.

The City has very limited local funds available for new street and sidewalk construction. With the exception of the recent sidewalk project on Easy Street, all of the proceeds of the new fuel tax is being used for improvements to existing street surfaces. We are using predominantly ODOT/federal grant funding, a small amount of SDCs and Urban Renewal funds for the Railroad Street reconstruction project. We eliminated conversion of overhead utilities to underground as a part of this project due to the high cost...the City cannot require CCEC and other utilities to underground, so the City would have had to pay for this work. There are other areas along Railroad Street that are in need of "build-out" (i.e. curb, gutter, sidewalk) and various locations in town that would benefit from undergrounding as a part of a street construction project. Finally, the City is in the que to receive over \$1.0 million for the construction of sidewalks along the east side of Chetco Avenue from Easy to Parkview in 2019/20 and will need a \$300,000 match. Currently, undergrounding the utility services along this area is not contemplated as a part of the project due to cost.

Build Out: The frontage along the CCEC office and yard on Railroad Street is a candidate for build-out. Another location where there is a gap in sidewalks is at the CCEC station on Old County Road near Azalea Park. We do not have the authority to require CCEC to do this work. However, as a part of our proposal on the franchise fee, the City could agree to allocate a portion of the proceeds to do street build-outs (curb, gutter sidewalk) along the frontage of CCEC-owned properties.

Undergrounding: In California (see attached), utilities have been required to set aside money to undertake undergrounding projects since 1967. These funds are typically held in reserve by the utility, and the City develops a priority list of undergrounding projects. Often, it takes several years to accumulate enough money to do an undergrounding project. Frequently, the funds accumulate in a reserve and are used in conjunction with a street improvement project. A part of the new franchise fee proceeds could be set aside in the City undergrounding fund that would be used to pay CCEC and other utilities for the cost of undergrounding projects in conjunction with future street improvements.

While the City has other General Fund needs, a portion of the proceeds from additional revenue from a CCEC franchise fee could be applied to the above-described activities. As the change in the manner in which the City collects a franchise fee will require CCEC approval, perhaps including some activities that are mutually beneficial to the City and CCEC in the use of funds would assist in achieving this change.

CURRY TRANSFER AND RECYCLING

The City collects a Franchise Fee from Curry Transfer and Recycling (CTR) of one-half of one percent of their basic solid waste collection service. This is the lowest rate in the State. By example, Brookings collects \$9,237 in Franchise Fees from CTR while a city of like size...Seaside...collected \$45,063 in 2011 with a rate of 3.0 per cent. A franchise fee of 3.5 per

cent would generate an estimated net new revenue of \$55,000 annually...similar to Seaside...while a fee of 5.0 per cent would generate an estimated net new revenue of \$83,000 annually.

LEAGUE OF CITIES REPORT

The last comprehensive study of Franchise Fees conducted by the League of Oregon Cities was in 2011. Attached are some excerpts.

OTHER CONSIDERATIONS

Factors to consider in establishing a Franchise Fee include:

- The impact of the fee on the consumer.
- The City's financial needs and how Franchise Fees fit into an overall stable funding source matrix.
- Business equity. Utilities predominantly operate on public property and therefore contribute less in property tax than other commercial enterprises. Consideration should also be given to the franchise rate paid in other communities where the franchise provides the same services.
- Value of using public property/right of way as a conveyance for their services.
- Value of being a sole-source provider. Essentially, the franchise becomes the only provider of its service to the community thereby gaining a "captive market." In the case of CCEC, it is an exclusive franchise, whereas Charter Communications and Frontier Communications franchises are non-exclusive. The CTR franchise is also exclusiv

Attachments:

- a. Excerpts from 2011 Franchise Fee study
- b. News article from Daily Astorian

TABLE 5: ELECTRIC FRANCHISE AGREEMENTS

City	Electric Provider	Fee/Tax	
		Rate	Revenue FY2010-11
Adams	Pacific Power	6.5%	Not Available
Amity	Portland General Electric	3.5%	\$33,175
Ashland	City of Ashland	10%	\$1,231,778
Astoria	Pacific Power	3.5%	\$288,696
Athena	Pacific Power	3.5%	\$28,713
Aurora	Portland General Electric	3.5%	\$24,028
Baker City	Oregon Trail Electric Consumers Co-op	5%	\$332,532
Bandon ¹	City of Bandon	10%	\$215,664
Banks ²	Portland General Electric	8.5%	\$80,517
Bay City	Tillamook People's Utility District	2%	\$22,726
Beaverton	Portland General Electric	3.5%	\$2,553,465
Bend	Pacific Power	5%	\$3,029,470
	Central Electric Co-op	5%	\$175,550
Boardman	Umatilla Electric Co-op	3.5%	\$65,315
Brownsville	Pacific Power	5%	\$43,951
Cannon Beach	Pacific Power	3.5%	\$81,180
Clatskanie	Clatskanie People's Utility District	5%	\$51,685
Columbia City	Columbia River People's Utility District	5%	\$46,731
Coos Bay	Pacific Power	7%	\$1,092,655
Coquille	Pacific Power	5%	\$152,176
Cornelius	Portland General Electric	3.5%	\$206,721
Corvallis	Consumers Power	5%	\$173,336
	Pacific Power	5%	\$2,058,959
Cottage Grove	Pacific Power	3.5%	\$215,191
	Emerald People's Utility District	3.5%	\$26,140
Culver	Pacific Power	3.5%	\$39,272
Dallas	Pacific Power	7%	\$615,000
Damascus	Portland General Electric	3.5%	\$219,167
Dayton	Portland General Electric	3.5%	\$54,954
Depoe Bay	Central Lincoln People's Utility District	3.5%	\$41,183
Dufur	Wasco County People's Utility District	3.5%	\$14,000
Dundee	Portland General Electric	3.5%	\$64,063
Eagle Point	Pacific Power	5%	\$230,278
Echo	Pacific Power	3.5%	\$16,931
Elgin	Oregon Trail Electric Consumers Co-op, Inc.	4.5%	\$40,536
Estacada	Portland General Electric	3.5%	\$98,200
Eugene	EWEB	6%	Not Available
Fairview	Portland General Electric	5%	\$317,600
Falls City	Pacific Power	6%	\$40,333

¹ This fee rate is for a privilege tax.

² The 8.5% fee is comprised of a 5% franchise fee and 3.5% privilege tax.

City	Electric Provider	Fee/Tax	
		Rate	Revenue FY2010-11
Florence ³	Central Lincoln People's Utility District	5%	\$387,975
Fossil	Columbia Basin Electric	4%	\$16,374
Gates	Pacific Power	7%	\$9,000
Grants Pass ⁴	Pacific Power	5%	\$1,436,468
Halfway	Idaho Power	3.5%	\$11,332
Halsey	Pacific Power	3.5%	\$9,900
Happy Valley ⁵	Portland General Electric	5%	\$332,913
Harrisburg	Pacific Power	5.5%	\$95,000
Hermiston	Umatilla Electric Co-op	3%	\$175,752
Hillsboro	Portland General Electric	3.5%	\$5,082,557
Hines	Oregon Trail Electric Consumers Co-op, Inc.	5%	\$52,490
Hood River ⁶	Pacific Power	5%	\$360,796
Hubbard	Portland General Electric	Not Available	\$86,114
Independence	Pacific Power	5%	\$209,146
	Monmouth Power & Light	5%	\$24,389
Jacksonville	Pacific Power	3.5%	\$7,126
Jefferson	Pacific Power	7%	\$97,108
John Day	Oregon Trail Electric Consumers Co-op, Inc.	5%	\$76,450
Jordan Valley	Idaho Power	3%	\$7,424
Joseph	Pacific Power	3.5%	\$41,190
Junction City	Pacific Power	1.5%	\$160,837
Keizer	Salem Electric	5%	\$247,171
	Portland General Electric	5%	\$709,741
Klamath Falls	Pacific Power	7%	\$943,208
La Grande	Oregon Trail Electric Consumers Co-op, Inc.	5%	\$387,075
Lafayette	Portland General Electric	3.5%	\$63,138
Lebanon ⁷	Pacific Power	5.94%	\$707,375
	Consumers Power	5.94%	\$68,429
Lincoln City	Pacific Power	5%	\$482,403
Lowell	Lane Electric	5%	\$33,714
Lyons	Pacific Power	3.5%	\$28,719
Madras	Pacific Power	7%	\$405,256
Manzanita	Tillamook People's Utility District	5%	\$63,006
Maupin	Wasco Electric Co-op, Inc.	3%	\$16,645
Milwaukie ⁸	Portland General Electric	5%	\$725,447
Myrtle Creek	Pacific Power	7%	\$150,592
Myrtle Point	Pacific Power	5%	\$88,407

³ The fee rate is comprised of .75% of 1% of the gross industrial revenue plus 5% of all other revenues.

⁴ The fee rate is for a privilege tax.

⁵ The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

⁶ The fee is for a privilege tax.

⁷ The 5.94% fee charged to Pacific Power is comprised of a 2.44% franchise fee and 3.5% privilege tax.

⁸ The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

City	Electric Provider	Fee/Tax	
		Rate	Revenue FY2010-11
Nehalem	Tillamook People's Utility District	5%	\$12,544
Newberg ⁹	Portland General Electric	5%	\$794,976
North Bend	Pacific Power	7%	\$632,591
North Powder	Oregon Trail Electric Consumers Co-op, Inc.	3%	\$8,434
Oakridge	Lane Electric Co-op	5%	\$128,141
Ontario	Idaho Power	7%	\$1,000,000
Oregon City	Portland General Electric	3.5%	\$695,177
Philomath	Pacific Power	7%	\$190,153
	Consumers Power	7%	\$42,376
Phoenix	Pacific Power	5%	\$152,734
Portland	Pacific Power	5%	\$7,243,122
	Portland General Electric	5%	\$20,182,836
Redmond	Pacific Power	7%	\$1,120,751
	Central Electric Co-Op	5%	\$126,017
Reedsport	Central Lincoln People's Utility District	Not Available	\$111,000
Rivergrove	Portland General Electric	Not Available	\$6,089
Rogue River	Pacific Power	5%	\$97,289
Roseburg	Pacific Power	7%	\$1,475,771
Salem	Salem Electric	5%	\$794,599
	Portland General Electric	5%	\$5,429,528
Sandy	Portland General Electric	3.5%	\$217,014
Seaside	Pacific Power	3.5%	\$240,117
Shady Cove	Pacific Power	7%	\$168,531
Sheridan	Portland General Electric	3.5%	\$120,900
Sherwood	Portland General Electric	3.5%	\$370,830
Silverton	Portland General Electric	3.5%	\$232,926
Sodaville	Consumers Power	5%	\$8,145
St. Helens ¹⁰	Columbia River People's Utility District	5%/1%	\$316,770
	Portland General Electric	3.5%	\$1,148
Stayton	Pacific Power	5%	\$370,876
Sutherlin	Pacific Power	3.5%	\$186,418
	Douglas Electric	3.5%	\$16,755
Sweet Home	Pacific Power	5%	\$24,450
Tangent	Pacific Power	5%	\$53,156
The Dalles	Northern Wasco Co. People's Utility District	3%	\$692,512
Tigard	Portland General Electric	3.5%	\$1,555,359
Toledo	Central Lincoln People's Utility District	3.5%	Not Available
Troutdale ¹¹	Portland General Electric	5%	\$575,901
Tualatin	Portland General Electric	3.5%	\$1,107,132
Turner	Portland General Electric	3.5%	\$38,151

⁹ The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

¹⁰ Columbia River franchise fee is 5% for users less than 1,000 kw, 1% for customers greater than 1,000 kw.

¹¹ The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

City	Electric Provider	Fee/Tax	
		Rate	Revenue FY2010-11
Umatilla	Pacific Power	3.5%	\$117,441
	Umatilla Electric Co-op	5%	\$24,410
Vale	Idaho Power	3.5%	\$72,171
Veneta	Lane Electric	5%	\$30,203
	Emerald People's Utility District	5%	\$105,327
Vernonia	West Oregon Electric	5%	\$83,535
Wallowa	Pacific Power	3.5%	\$27,000
Waterloo	Pacific Power	7%	\$12,772
West Linn ¹²	Portland General Electric	5%	\$677,701
Willamina	Portland General Electric	3.5%	\$51,680
Wilsonville	Portland General Electric	5%	\$868,746
Winston	Pacific Power	5%	\$137,734
Wood Village ¹³	Portland General Electric	5%	\$164,545
Woodburn ¹⁴	Portland General Electric	5%	\$874,725
Yachats	Central Lincoln People's Utility District	3.5%	\$36,535

¹² The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

¹³ The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

¹⁴ The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

TABLE 7: SOLID WASTE FRANCHISE AGREEMENTS

City	Garbage Provider	Fee/Tax			Revenue FY2010-11
		Type	Rate		
Adams	Humbert Refuse & Recycling	Franchise Fee	2%		\$486
Amity	Western Oregon Waste	Franchise Fee	5%		\$4,170
Ashland	Ashland Sanitary Services	Franchise Fee	5%		\$135,553
Astoria	Western Oregon Waste	Franchise Fee	10%		\$286,344
Athens ¹	Humbert Refuse & Recycling	Franchise Fee	2%		\$2,340
Aurora	Allied Waste Service	Franchise Fee	5%		\$7,676
Baker City	Baker Sanitary Service Inc.	Franchise Fee	5%		\$42,707
Bandon	Bandon Disposal	Franchise Fee	5%		\$32,026
Banks	Swatco Garbage	Franchise Fee	3%		\$7,102
Bay City	R. Sanitary Service	Franchise Fee	2%		\$2,869
Beaverton	Aloha Garbage	Franchise Fee	4% Residential 5% Commercial		\$10,855
	Alwin/Biomed of Oregon	Franchise Fee	4% Residential 5% Commercial		\$4,310
	Garbarino Disposal	Franchise Fee	4% Residential 5% Commercial		\$20,243
	Pride Disposal	Franchise Fee	4% Residential 5% Commercial		\$486
	Valley Garbage and Recycling	Franchise Fee	4% Residential 5% Commercial		\$45,328
	Walker Garbage	Franchise Fee	4% Residential 5% Commercial		\$12,464
	Waste Management	Franchise Fee	4% Residential 5% Commercial		\$591,715
	West Slope Garbage	Franchise Fee	4% Residential 5% Commercial		\$5,105
	Bend Garbage Company	Franchise Fee	4%		\$245,070
	Waste Connections Inc.	Franchise Fee	4%		\$235,900
Bend					

¹ The revenue total is for calendar year 2010.

City	Garbage Provider	Fee/Tax		Revenue FY2010-11
		Type	Rate	
Brownsville ²	Sweet Home Sanitation	In-Kind Service	N/A	N/A
Canby	Canby Disposal	Franchise Fee	5%	\$60,000
Cannon Beach	Western Oregon Waste	Franchise Fee	20.11%	\$19,144
Clatskanie	Clatskanie's Sanitary Service	Franchise Fee	5%	\$15,774
Columbia City	Environmental Waste-Hudson Garbage Service	Franchise Fee	5%	\$8,757
	Waste Management of Oregon	Franchise Fee	5%	\$391
Coos Bay	Coos Bay Sanitary Service	Franchise Fee	5%	\$75,496
	Les' Sanitary Services Inc.	Franchise Fee	5%	\$68,689
Coquille	Wadsworth Garbage	Flat Rate	N/A	\$1,500
Cornelius	Cornelius Disposal	Franchise Fee	4%	\$28,076
Corvallis	Allied Waste	Franchise Fee	5%	\$383,701
Cottage Grove	Cottage Grove Garbage Service	Franchise Fee	3.5%	\$40,280
Dallas	Allied Waste (Dallas Disposal)	Franchise Fee	7%	\$60,000
Damascus ³	Hoodview Disposal & Recycling	Franchise Fee	5%	\$0
	Waste Management	Franchise Fee	5%	\$0
Dayton	Western Oregon Waste	Franchise Fee	3%	\$4,653
Depoe Bay	North Lincoln Sanitary Service	Franchise Fee	5%	\$7,516
Dundee	Waste Management	Franchise Fee	3%	\$8,732
Eagle Point	Southern Oregon Sanitation	Franchise Fee	7%	\$57,784
Echo	Sanitary Disposal	Franchise Fee	3%	\$1,535
Elgin	City Garbage Service	Franchise Fee	3%	\$4,323
Estacada	Dan Walker Disposal Service Inc.	Franchise Fee	5%	\$22,075
	American Sanitary Service Inc.	Franchise Fee	5%	\$1,772
Eugene	Licensed Haulers (the licenses are limited to a total of 8)	Licenses	2.5% Residential 6% Commercial minimum fee of \$1,000	\$612,841
Fairview	Twelve Mile Disposal	Franchise Fee	5%	\$38,990
Falls City	Allied Waste	Franchise Fee	Not Available	\$2,797

² The city receives various services in lieu of franchise fees.

³ Voters removed the 5% franchise fee from telephone, cable and solid waste in 2008.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Florence	Central Coast Disposal	Flat Rate	Flat fee + by units	\$4,131
	County Transfer & Recycling	Flat Rate	Flat fee + by units	\$4,866
Forest Grove	Waste Management	Franchise Fee	5%	\$139,663
	Bio-Med	Franchise Fee	5%	\$622
Grants Pass	Allied Waste	Franchise Fee	5%	\$201,993
	Southern Oregon Sanitation	Franchise Fee	5%	\$54,108
Halfway	LaRue Sanitary Services	Flat Rate	N/A	\$720
Halsey	Sweet Home Sanitation	In-Kind Service	N/A	N/A
Harrisburg	Allied Waste	Franchise Fee	4.5%	\$15,000
Hermiston ⁴	Sanitary Disposal	Franchise Fee	2%	\$227,104
Hillsboro	Aloha Garbage	Franchise Fee	3%	\$21,048
	Cornelius Disposal	Franchise Fee	3%	\$30,847
	Garbarino	Franchise Fee	3%	\$84,538
	Hillsboro Garbage	Franchise Fee	3%	\$220,536
	Valley West	Franchise Fee	3%	\$53,030
	Washington County Drop Box	Franchise Fee	3%	\$19,202
	C & B Sanitary	Franchise Fee	3%	\$2,977
Hines	Waste Connections Inc.	Franchise Fee	5%	\$43,005
Hood River	Allied Waste	Franchise Fee	5%	\$18,999
Hubbard	Brandt's Sanitary Service	Franchise Fee	7%	\$58,136
Independence	Rogue Disposal	Franchise Fee	6%	\$1,997
Jacksonville	Pacific Sanitation	Franchise Fee	2%	\$7,287
Jefferson	Clark's Disposal Inc.	Franchise Fee	3%	\$5,885
John Day	Rahn's Sanitation	Not Available	Not Available	\$250
Joseph	Valley Recycling & Disposal	Franchise Fee	5%	\$85,480
Keizer	Loren's Sanitary Service	Franchise Fee	5%	\$106,985
Klamath Falls	Waste Management	Franchise Fee	5%	\$159,423
La Grande	City Garbage	Franchise Fee	3%	\$50,527
Lafayette	Western Oregon Waste	Franchise Fee	3%	\$7,933
Lebanon	Republic Services	Franchise Fee	4%	\$84,686
Lincoln City	Dunn Leblanc Inc.	Franchise Fee	5%	\$66,060

⁴ This franchise agreement also includes a 11% billing and collection fee.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Lowell	Star Garbage	Flat Rate	N/A	\$300
	County Recycling and Transfer	Flat Rate	N/A	\$300
Lyons	Pacific Sanitation	Franchise Fee	3%	\$4,677
Madras	Madras Sanitary Service	Franchise Fee	5%	\$57,114
Manzanita	Western Oregon Waste	Franchise Fee	5%	\$9,042
Maupin	Mel's Sanitation Service	Franchise Fee	0%	\$0
McMinnville	Western Oregon Waste	Franchise Fee	3%	\$125,152
Milwaukie	Allied Waste	Franchise Fee	5%	\$166,360
Monmouth	Brandt's Sanitary Service	Franchise Fee	7%	\$62,181
Myrtle Point	J & L Sanitation	Flat Rate	N/A	\$100
Nehalem	Western Oregon Waste	Franchise Fee	5%	\$2,305
Newberg	Waste Management of Oregon	Franchise Fee	3%	\$77,748
North Bend	North Bend Sanitation	Franchise Fee	5%	\$92,172
Oakridge	Oakridge Sani-Haul	Franchise Fee	5%	\$14,557
Ontario	Ontario Sanitary Service	Franchise Fee	5%	\$80,000
Oregon City	B & B Leasing	Franchise Fee	4%	\$181,071
Philomath	Allied Waste of Corvallis	Franchise Fee	5%	\$26,293
Phoenix	Rogue Disposal	Franchise Fee	6%	\$33,757
Portland	19 companies total	Franchise Fee	5%	\$2,494,154
Reedsport	Southern Oregon Sanitation	Franchise Fee	Not Available	\$7,000
Rivergrove	Allied Waste	Franchise Fee	Not Available	\$106
Rogue River ⁵	Southern Oregon Sanitation	In-Kind Service	N/A	N/A
Roseburg	Roseburg Disposal	Annual License	N/A	\$30,000
Salem	BGL Suburban Garbage Service	Franchise Fee	5%	\$80,955
	D&O Garbage Service	Franchise Fee	5%	\$188,229
	Loren's Sanitary Service	Franchise Fee	5%	\$20,082
	Pacific Sanitation	Franchise Fee	5%	\$74,323
	Republic Services	Franchise Fee	5%	\$629,671
Sandy	Valley Recycling & Disposal	Franchise Fee	5%	\$77,608
	Hoodview Disposal & Recycling	Franchise Fee	3%	\$37,791
Seaside	Western Oregon Waste	Franchise Fee	3%	\$45,063

⁵ The city receives services in-lieu-of a franchise fee.

City	Garbage Provider	Fee/Tax		Revenue FY2010-11
		Type	Rate	
Shady Cove	Southern Oregon Sanitation	Franchise Fee	7%	\$23,199
Sheridan	Western Oregon Waste-Recology	Franchise Fee	3%	\$15,743
Sherwood	Pride Disposal	Franchise Fee	5%	\$129,586
Silverton	Allied Waste	Franchise Fee	5%	\$70,175
Sodaville	Allied Waste	Franchise Fee	4%	\$1,120
Springfield	Sanipac	Franchise Fee	7%	\$340,741
St. Helens	Waste Connections (Hudson)	Franchise Fee	5%	\$55,303
	Waste Management (Transfer Station)	Franchise Fee	5%	\$9,079
Stayton	Allied Waste	Franchise Fee	5%	\$57,521
Sutherlin	Sutherlin Sanitary	Franchise Fee	3%	\$13,800
Sweet Home	Waste Connections Inc.	Franchise Fee	3%	\$30,000
Tangent	Allied Waste	Privilege Tax	7%	\$13,061
The Dalles ⁶	The Dalles Disposal	Franchise Fee	3%	\$65,877
	Pride Disposal	Franchise Fee	4%	\$285,594
Tigard	Waste Management	Franchise Fee	4%	\$82,385
	Republic Services	Franchise Fee	4%	\$984
Toledo	Dahl Disposal Services	Franchise Fee	5%	Not Available
	Waste Management of Oregon	Franchise Fee	5%	\$122,449
Troutdale	Waste Management of Oregon	Privilege Tax	\$65/ton	\$56,310
	Allied Waste	Franchise Fee	3%	\$128,092
Tualatin	Bio-Med	Franchise Fee	3%	\$2,739
	Rossmann Sanitary Service	Franchise Fee	3%	\$9,026
Turner	Pacific Sanitation	Franchise Fee	3%	\$7,409
Umatilla	Sanitary Disposal	Franchise Fee	5%	\$23,350
Veneta	Sanipac	Franchise Fee	5%	\$15,472
Waterloo	Albany/Lebanon Sanitation	Franchise Fee	4%	\$450
West Linn	Waste of West Linn	Franchise Fee	5%	\$103,189
Willamina	Western Oregon Waste	Franchise Fee	3%	\$7,220
Wilsonville	United Disposal/Allied Waste	Franchise Fee	3%	\$120,160
Winston	Winston Sanitary	Franchise Fee	3%	\$4,678
Wood Village	Waste Management of Oregon	Franchise Fee	5%	\$25,690

⁶ The city also charges a fee of \$100 per vehicle annually.

City	Garbage Provider	Fee/Tax		Revenue FY2010-11
		Type	Rate	
Woodburn	Allied Waste	Franchise Fee	3%	\$169,330
Yachats	Dahl Disposal Services	Franchise Fee	3%	\$6,953

TABLE 8: WATER FRANCHISE FEES/REVENUE

City	Water Utility	Fee/Tax	
		Rate	Revenue FY2010-11
Ashland	City of Ashland	8%	\$419,978
Bandon ¹	City of Bandon	10%	\$21,839
Bend	Avion Water Company	3%	\$92,090
	Roats Water System	3%	\$22,100
	City of Bend	3%	\$414,370
Corvallis	Water Fund	5%	\$388,276
Eagle Point	City of Eagle Point	5%	\$64,803
Fairview	Rockwood Water PUD	5%	\$4,550
Florence	Heceta Water District	5%	\$1,170
La Grande	City of La Grande	5%	\$111,157
Phoenix ²	City of Phoenix Water	5%	\$64,054
Portland	Portland Water Bureau	5%	\$4,299,857
	Rockwood Water PUD	5%	\$99,465
Roseburg	City of Roseburg	5%	\$222,810
Sherwood	City of Sherwood	5%	\$277,954
Tigard	City of Tigard	5%	\$169,673
Wilsonville	City of Wilsonville	4%	\$192,232

¹ The fee rate is for a privilege tax.

² The city decreased their fee rate from 10% to 5% in November 2010.

WASTEWATER FRANCHISE FEES/REVENUE

City	Wastewater Utility	Fee/Tax	
		Rate	Revenue FY2010-11
Ashland	City of Ashland	8%	\$317,870
Bandon ³	City of Bandon	10%	\$35,489
Banks	Clean Water Services	4%	\$14,465
Bend	City of Bend	3%	\$403,290
Corvallis	Wastewater Utility	5%	\$402,114
La Grande	City of La Grande	5%	\$165,327
Phoenix ⁴	Rogue Valley Sewer	5%	Not Available
Portland	Portland Bureau of Environmental Services	5%	\$13,372,916
Roseburg	City of Roseburg	5%	\$42,750
Sherwood	Clean Water Services	5%	\$108,804
Tigard	City of Tigard	5%	\$227,531
Wilsonville	City of Wilsonville	4%	\$197,457

³ The fee rate is for a privilege tax.

⁴ This franchise is currently in litigation.

TABLE 10: IN-LIEU-OF FRANCHISE FEES/REVENUE
In-lieu-of Franchise Fees charged to Municipal Utilities and Districts

Electric Utilities

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Bandon	City Electric	6%	\$313,333
Canby	Canby Utility	5%	\$270,000
Eugene	City Electric Board	6%	Not Available
Forest Grove	City Electric	5%	\$656,550
Hermiston	City Electric	5%	\$366,595
McMinnville ¹	City Electric	3%-6%	\$1,529,601
Monmouth	City Electric	3%	\$163,029
Springfield	Springfield Utility Board	Volumetric	\$1,804,922

¹ 3% for industrial and 6% for residential and commercial.

Sanitation Utilities

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Vale	City Garbage	Flat Rate	\$10,000
Warrenton ²	City Garbage	3%	\$94,438

² The revenue total includes all fees (water, wastewater and sanitation).

Stormwater Utilities

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Beaverton	City Stormwater	5%	\$222,047
Fairview	City Stormwater	6%	\$29,419
Hillsboro	City Stormwater	3.5%	\$123,130
Independence	City Stormwater	7%	\$15,176
Keizer	City Stormwater	5%	\$46,317
Lebanon	City Stormwater	5%	\$12,334
Oregon City	City Stormwater	6%	\$93,024
Springfield ³	City Stormwater	3%	Fee will be collected in FY2012
Troutdale	City Stormwater	5%	\$10,724

³ This fee is a right of way fee.

Wastewater Utilities

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Amity	City Wastewater	5%	\$15,000
Aumsville	City Wastewater	2%	Effective 7/1/11
Baker City	City Wastewater	5%	\$50,589
Bandon	City Wastewater	6%	\$44,403

Wastewater Utilities Continued

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Beaverton	City Wastewater	5%	\$941,553
Columbia City	City Wastewater	5%	\$14,260
Coquille	City Wastewater	5%	\$49,101
Dallas	City Wastewater	18%	\$550,000
Dundee	City Wastewater	5%	\$34,801
Fairview	City Wastewater	6%	\$110,800
Florence	City Wastewater	5%	\$122,542
Forest Grove	City Wastewater	5%	\$50,292
Grants Pass	City Wastewater	5%	\$248,559
Hillsboro	City Wastewater	3.5%	\$599,014
Independence	City Wastewater	7%	\$70,816
John Day	City Wastewater	5%	\$21,820
Keizer	City Wastewater	5%	\$309,438
Lebanon	City Wastewater	5%	\$190,778
Monmouth	City Wastewater	3%	\$50,147
Myrtle Creek	City Wastewater	5%	\$25,317
Newberg	City Wastewater	5%	\$88,167
Oakridge	City Wastewater	5%	\$26,000
Oregon City	City Wastewater	6%	\$160,000
Redmond	City Wastewater	5%	\$213,410
Salem	City Wastewater	5%	\$1,568,514
Sisters	City Wastewater	5%	\$34,700
Springfield ⁴	City Wastewater	3%	Fee will be collected in FY2012
St. Helens	City Wastewater	7%	\$228,919
Tangent	City Wastewater	7.5%	\$14,960
Troutdale	City Wastewater	5%	\$112,955
Ukiah	City Wastewater	Not Available	\$66,330
Vale	City Wastewater	Flat Rate	\$10,000
Warrenton ⁵	City Wastewater	3%	\$94,438

⁴ This fee is a right of way fee.

⁵ The revenue total includes all fees (water, wastewater and sanitation).

Water Utilities

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Amity	City Water	5%	\$16,500
Aumsville	City Water	2%	Effective 7/1/11
Baker City	City Water	5%	\$94,574
Bandon	City Water	6%	\$28,689
Beaverton	City Water	5%	\$440,534
Canby	Canby Utility	5%	\$270,000
Columbia City	City Water	5%	\$22,072

Water Utilities Continued

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Coquille	City Water	5%	\$43,313
Dallas	City Water	20%	\$425,000
Dundee	City Water	5%	\$33,574
Fairview	City Water	6%	\$72,740
Florence	City Water	5%	\$75,444
Forest Grove	City Water	5%	\$176,793
Grants Pass	City Water	5%	\$205,000
Hillsboro	City Water	3.5%	\$426,734
Independence	City Water	7%	\$94,990
John Day	City Water	5%	\$25,923
Keizer	City Water	5%	\$123,864
Lebanon	City Water	5%	\$151,230
Monmouth	City Water	3%	\$32,914
Myrtle Creek	City Water	5%	\$10,717
Newberg	City Water	5%	\$74,500
Oakridge	City Water	5%	\$36,250
Oregon City	City Water	6%	\$297,823
Redmond	City Water	5%	\$194,274
Salem	City Water	5%	\$853,621
Sisters	City Water	5%	\$23,250
Springfield	Eugene Water and Electric Board	3%	\$526,482
St. Helens	City Water	7%	\$152,062
Troutdale	City Water	5%	\$71,013
Ukiah	City Water	Not Available	\$26,000
Vale	City Water	Flat Rate	\$10,000
Warrenton ⁶	City Water	3%	\$94,438

⁶ The revenue total includes all fees (water, wastewater and sanitation).

Other Agreements

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Eugene	The city waived ROW fees for Level 3 and Wil-Tel telecom providers in exchange for fiber for 20 years.		
	The city waived ROW fees for the University of Oregon in exchange for tech services.		



Parks director makes pitch for utility fee to raise funds

The option to sell underused parks would still be on the table.

By Erick Bengel • The Daily Astorian
Published on March 24, 2017 9:17AM
Last changed on March 24, 2017 10:41AM



ERICK BENDEL/THE DAILY ASTORIAN

Astoria Parks and Recreation Director Angela Cosby gives a presentation on the department's budget during a City Council work session.



The Daily A
2015.

The city of Astoria may impose a utility fee on Pacific Power customers to boost the Parks and Recreation budget and help stabilize the department's operations.

At a City Council work session Thursday, Angela Cosby, the parks and recreation director, proposed the fee during a presentation that told the story of the parks budget — a story of department obligations gradually overwhelming its personnel and finances.

Cosby and several park staff members showed up with four small seesaws — representing aquatics, recreation, maintenance and administration — depicting how requirements came to outweigh resources as the department added services and programs, created and eliminated staff positions, while general fund transfers have stagnated or declined.

Under Cosby's proposal, nearly 5,000 utility customers would pay a fee of \$5.92 a month, plus a monthly 51 cents for residential customers or 55 cents for commercial customers to their Recology bill for garbage services. The department expects to bring in slightly more than \$350,000.

Parks and Rec has seven full-time employees that manage about 300 acres of parkland, nine miles of trails, 12 indoor facilities, and the department's recreation, aquatics and child care programs, according to the parks master plan.

The money would add to the department's existing revenue streams, which include general fund transfers and user fees. It would pay for — among other assets — an additional three full-time employees; increase wages for cashiers, child care providers and parks maintenance workers; and update the franchise agreement with Recology to include garbage, and possibly recycling services, within parks.

'Some urgency'

In recent years, "the number of facilities managed, our requirements, continued to go up, and resources continued to go down. The percent transfer from the general fund continued to decrease," Cosby said.

The overstretched funding and staffing levels have led to a high turnover rate in part-time employees and a few poorly maintained parks. The department may have to close down some sites "due to hazards," Cosby said.

"We have a responsibility to keep playgrounds and swingsets up to a certain par. Same with trails and our recreational space," Cosby said.

City Manager Brett Estes said, "There is some urgency, from the staff's perspective, to move forward on this."

He, Cosby and Finance Director Susan Brooks are building next fiscal year's budget. Details of the fee may not be decided on by then.

However, "the longer we prolong this, the more of an impact we could be having to our general fund," Estes said.

He and Cosby may bring the proposal before the council again at a work session within a month.

Councilors Cindy Price and Bruce Jones said they would favor a higher rate than the figure Cosby proposed — perhaps closer to \$7 or \$8 so that the city has money for more than just the basics, Price said.

Councilor Zetty Nemlowill suggested that perhaps the fee should be based on a percentage of ratepayers' power bills rather than levied as a flat rate.

Selling parks

The City Councilors agreed that a utility fee is a promising idea.

A utility fee, however, would not extinguish the question of whether the city should sell off the least-utilized parks, an idea unpopular among people surveyed during the master-planning process.

"I do think that the master plan strongly suggests something should be eliminated in order to continue to decrease the requirements on your resources," Price said.

Jones, mindful that future cost-cutting measures might be necessary, said he had trouble thinking of a service in the parks purview that he would want to remove.

"I'd rather get rid of a few properties, frankly," he said. "That, I know, would be very controversial, to sell a few parks that are the least utilized. We've seen how controversial it is. But I'd rather face that heat than cut out youth sports, for example."

The income generated from selling properties traditionally goes into the capital improvement fund, and can be spent on other departments. However, the council can decide — as Nemlowill said she would prefer — to designate the money for parks department use only.

Although Price said she could support the sale of underused parks, she would not want to lose a park from an area with relatively few parks, even if that park is not frequently used. Alderbrook Park at Lief Erikson Drive and 45th Street, is not heavily used, but it's the closest park to an area underserved by parks, Cosby said.

Burdens and responsibilities

Nemlowill, who sat on the citizens advisory committee that guided the master plan last year, championed a quality-over-quantity view.

"Parks and Rec is extremely important to the quality of life in Astoria," she said, "but we know that we can't do everything well."

Nemlowill said she supported easing the park staff's burden by transferring underused properties.

Tidal Rock Park at Commercial and 15th streets, for example, is "really a blight on downtown Astoria," she said.

"It's in an urban renewal district — and an urban renewal district's aim is to cure urban blight," she said. "And here we have a city-owned property, which is the dumpiest property on the block. It's unacceptable."

The problem is not that the parks staff isn't doing a good job, she said. "It's that they simply can't keep up and maintain that site. And it's a low-priority site, and so they spend more time at sites that get more used. So it doesn't make any sense to me that we have that in our parks system."

Nemlowill acknowledged that, since the property comes with deed restrictions, the city can't simply sell it.

She added that the city should find partners in the community that could take over some of the services the Parks and Recreation Department provides.

"If we're going to ask citizens to pay more money for parks, we need to show that we're being really responsible and also offloading some of our burdens and responsibilities at the same time," Nemlowill said.

MARKETPLACE

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CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 10, 2017

Originating Dept: City Recorder



Signature (submitted by)

City Manager Approval

Subject: Home Occupation Fee Waiver Request for the Trash Dogs nonprofit corporation

Recommended Motion: Motion to grant a home occupation fee waiver to Trash Dogs a nonprofit corporation combating illegal dumping.

Financial Impact: \$41.00 in lost permitting revenues

Reviewed by Finance & Human Resources Director: 

Background/Discussion:

Trash Dogs is a nonprofit corporation that combats community deterioration by collection, removal, recycling and disposal of illegally dumped trash and abandoned vehicles from forest lands, waterways and roadsides. The corporation has an IRS 501(c)(3) tax-exempt status pending.

The home address of the applicant was utilized for the purpose of establishing a Brookings business license; however, the only business activity being conducted at the residence is by the applicant utilizing her computer or cell phone in the performance of treasurer duties such as phone communications, correspondence, or accounting tasks.

The corporation has no paid employees, is supported by grants or donations from individuals and businesses, and is providing a charitable service. Trash Dogs is requesting a waiver of the \$41 home occupation fee.

Staff recommends granting the waiver.

Attachment(s):

- a. Letter from Kitt Carsten
- b. Trash Dogs Business License Application
- c. Trash Dogs Home Occupation Permit

TRASH DOGS



Cleaning up the forest, one pile at a time.

A Nonprofit Corporation

EIN 82-0620370

www.trashdogs.org

541-661-2734

P.O. Box 444, Brookings, OR 97415

March 29, 2017

City of Brookings City Hall, Recorder
898 Elk Drive
Brookings, OR 97415

Dear Ms. Davis:

On behalf of the Trash Dogs nonprofit corporation, I write to request a home occupation permit fee-waiver.

The Trash Dogs is an Oregon nonprofit corporation that combats community deterioration by collection, removal, recycling and disposal of illegally dumped trash and abandoned vehicles from forest lands, waterways and roadsides. The Trash Dogs program promotes a healthy environment for fish, wildlife, forest soil and drinking water; enhances our community and economy with forests, waterways and roadsides friendly to the user and attractive to the visitor; provides volunteer opportunities for concerned citizens to engage in the cleanup of their community, encouraging environmental awareness and responsibility as well as civic pride. Our IRS 501(c)(3) tax-exempt status is pending.

Directors and Officers of the Trash Dogs are volunteers. Cleanup crews are volunteers. There are no paid Trash Dog employees. The program is supported by donations from individuals and businesses in the community as well as grants.

My residential address at 243 Alder Street is not a home business in the usual sense of the term. As the Treasurer of the Trash Dogs residing at this address, business activity is limited to my use of a personal computer and cell phone to conduct my financial responsibilities, write letters such as this one and communicate with the Directors and Officers.

Due to the very limited business activity and the charitable nature of the work conducted on behalf of the Trash Dogs nonprofit corporation at this address, I once again respectfully request a waiver of the \$41 permit fee.

Thank you for your attention to this request.

Sincerely,

A handwritten signature in black ink that reads "Kitt Carsten".

Kitt Carsten
Treasurer

Phone (541) 469-1125
FAX (541) 469-3650

Non-Profit CITY OF BROOKINGS

RECEIVED

MAR 24 2017

898 Elk Drive
Brookings, OR 97415

Business License Application

CITY OF BROOKINGS



Business Name Trash Dogs EIN 32-0620370 Number of Employees N/A
Location of Business N/A 243 Alder St.
Business Mailing Address P.O. Box 444, Brookings, OR 97415 Fax number _____
Business Telephone Number 541-661-2734 Email address kittcarsten@gmail.com

Type of Business (please describe in detail – for more space, use the back of this application or attach a separate sheet of paper)
A volunteer Oregon nonprofit corporation that cleans up illegally dumped trash & abandoned vehicles from forest lands, waterways & roadsides in So. Oregon and No. California; Funded by government grants and donations; Pursuing IRS tax-exempt status.

List Sanitary Facilities Available N/A
(Restaurants are required to have these facilities in the building.)

Fire Prevention (number of extinguishers) N/A

Name of Business Owner See Attached Birthdate _____ Driver's Lic. No. _____

Owner(s) Address _____ Telephone Number _____

Owner(s) Cell Number _____ After Hours Phone Number _____

Owner of Property _____ Address _____

Assessor's Map # & Tax Lot #: 41-13-0500 ; 1200

Licensing/Permits: Please list any required State or Federal licenses, registrations or permits pertinent to this business.

Licensing Agency _____ License/Permit Number _____

It is important that all items be addressed and the application be completed prior to submitting it to the Finance Department at City Hall.
If you have any questions please call us at (541) 469-1125

Kitt Carsten 3/24/17
Applicant's Signature Date

FOR CITY STAFF USE ONLY

Date Application Received 03-24-17

Application Approval:	Initial	Date	Comments
Planning	<u>DC</u>	<u>3/30/17</u>	<u>HOP R-2</u>
Public Works	_____	_____	_____
Building	_____	_____	_____
Fire	_____	_____	_____
Police	_____	_____	_____
Finance	_____	_____	_____

Please put additional comments on reverse of this sheet.

Amount Due 0

Receipt Number N/A

License Number _____

Business License Fee Schedule

For all businesses located outside of the City of Brookings, doing business within the City, the fee is \$78.00.

Total Employees	Fee each Fiscal Year
0 – 10	\$ 63.00
11 – 25	104.00
26 – 50	156.00
51 – 75	311.00
76 – 100	616.00
101 – 200	1,025.00
200 +	1,562.00

Additional fees are necessary for gaming or amusement devices, taxis, etc.



HOME OCCUPATION PERMIT

A permit is granted to conduct a non-profit community clean up business from your home subject to conformance with the criteria listed in Chapter 17.104.030 of the Brookings Municipal Code. Your statement of conformance is attached and is on file at city hall. Non-conformance of any of the criteria may result in a revocation of this permit.

This permit is only valid in conjunction with a current city business license for the home occupation listed above and must be renewed with the business license.

OPERATORS NAME Kitt Carsten, Treasurer
BUSINESS NAME Trash Dogs
BUSINESS ADDRESS 243 Alder St/P.O. Box 444
Brookings OR 97415

EXPIRES MARCH 31, 2018

Donna Colby-Hanks
Donna Colby-Hanks
Planning Department

Date March 30, 2017

Business Name: Trash Dogs
Business Location: 243 Alder St., Brookings, OR
Business Mailing Address: P.O. Box 444, Brookings

Name of Operator: Kitt Carsten

Type of Business Nonprofit Corp - Litter Abatement \$41.00
application fee required. See attached letter requesting fee waiver

CITY of BROOKINGS

Home Occupation Permit Application Form



Certain types of businesses can be operated from a residence with a Home Occupation Permit. Brookings Land Development Code Section 104 regulates businesses based in the home. Before the City of Brookings can issue a Home Occupation Permit the following criteria outlined in the Land Development Code must be addressed.

Please respond to each statement with how your business will be conducted.

1. The activity must be conducted entirely within the dwelling, garage or accessory structure in question (please describe where in your home the business activity will take place): No business will be conducted on these premises, other than computer input & phone conversations within house.
2. The activity must be conducted only by persons residing in the dwelling. I am the Trash Dogs Treasurer & live at the residence. No one living outside this dwelling will conduct Trash Dogs business here.
3. The outward residential appearance of all buildings must be preserved, and the use is clearly incidental and secondary to the use of the dwelling for residential purposes. Nothing will transpire here that will in anyway change the appearance of this home/property.
4. Not more than 50 percent of the floor area of the individual dwelling unit may be utilized for the intended purposes. Any part of a garage or accessory structure may be used provided off-street parking requirements are met. (If a garage or carport is utilized for the home occupation, a garage or carport area must remain available for the parking of one car.) See #1
5. No merchandising or sale of commodities may be conducted on the premises, except such as is produced by the occupants on the premises. No merchandising or sale of commodities will take place.
6. A sign may be maintained in conjunction with the home occupation activity, provided it is non-lighted, indicates only the name and trade of the property owner and is no greater than two (2) feet square. No signage will be placed on the property.
7. The use requires no additional off-street parking. None required
8. There shall be no emission of odorous, toxic, noxious matter nor any use causing electrical or telecommunication interference, vibration, noise, heat, or glare in such quantities as to be readily detectable at any point along or outside property lines of a home occupation so as to produce a public nuisance or hazard. None
9. Proof of a current business license, unless exempt must be provided. An application to license a nonprofit corporation has been submitted to the City.

Please respond to each of the above conditions in the space provided. Return the completed form to the City Recorder for review and approval. If the permit is granted, the foregoing shall be deemed conditions of the permit.

Kitt Carsten
Signature of Applicant

Kitt Carsten
Signature of Property Owner

3-29-17
Date



3-29-17
Date

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: April 10, 2017

Originating Dept: City Recorder


Signature (submitted by)

City Manager Approval

Subject: Council Liaisons

Recommended Motion: Motion to assign Councilors to attend various commission, committee and intergovernmental agency meetings and report back to the City Council on activities of those organizations when applicable to City affairs.

Background/Discussion:

Some years ago the City Council assigned members of the City Council as ‘liaisons’ to various Council-appointed commissions and committees. These liaisons attended commission/committee meetings, interacted with members of those commissions/committee members in clarifying Council policy, and periodically reported back to the Council. Mayor Pieper has proposed re-establishing liaisons, and this matter was discussed at the March 13 City Council meeting where staff was directed to create a system of assigning liaisons.

Council-appointed City commissions and committees include:

- Planning Commission
- Parks and Recreation Commission
- Public Art Committee
- Tourism Promotion Advisory Committee

In addition to commission/committee liaisons, the City Council has expressed an interest in designating a “liaison” as representative to the following intergovernmental boards and commissions:

- Border Coast Regional Airport Authority (BCRAA) (current City representative is Mayor Pieper; City Manager is the alternate)
- Brookings Harbor Port District
- Brookings Harbor School District
- Curry County Board of Commissioners
- Curry County Recycling
- Harbor Sanitary District
- Household Hazardous Waste Steering Committee
- League of Oregon Cities (voting delegate)
- Sudden Oak Death Task Force

Staff has compiled a list of the committees and agencies in which Council has indicated an interest in participating; the list includes meeting place and frequency. The list was previously disseminated to Council and is also attached here.

Attachment(s):

- a. List of commissions, committee and intergovernmental organizations with meeting dates/times.

COUNCIL LIASIONS

Organization	Member	Liaison	Appointee	Alternate	When	Where
Border Coast Regional Airport Authority	X		J Pieper	G Milliman	Monthly/1st Thurs, 2pm	981 H Street, Crescent City
Brookings/Harbor School District 17C		X			Monthly/3rd Wed, 6pm	K-School
Curry County Commission		X			1st & 3rd Wed/10am	Courthouse Annex, GB
Curry County Recycling		X			3rd Tues, 1st month of each quarter; 10 a.m. - 12 p.m.	Curry County Commissioners Hearing Room
Harbor Sanitary District	X				No set dates/times	No set location
Household Hazardous Waste (HHW) Steering Committee	X				As Needed	Coos County (can be attended via phone)
League of Oregon Cities Voting Delegate	X				Annual	NA
Parks and Recreation Commission		X			Bi-monthly/3rd Thurs, 7pm	Chambers
Planning Commission		X			Monthly/1st Tues, 7pm	Chambers
Port of Brookings Harbor		X			Monthly/3rd Tues, 7pm	Port Office
Public Art Committee		X			Monthly/2nd Wed, 4pm	Chambers
Sudden Oak Death Task Force	X				As Needed	Varies/Statewide
Tourism Promotion Advisory Committee		X			Monthly/3rd Thurs, 4pm	Chambers

City of Brookings

CITY COUNCIL MEETING MINUTES

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

Monday, March 27, 2017

Call to Order

Mayor Pieper called the meeting to order at 7:04 PM.

Roll Call

Council present: Mayor Jake Pieper, Councilors Bill Hamilton and Dennis Triglia; Councilors Brent Hodges and Roger Thompson absent; Student Ex Officio Shawntisha Bailey absent; a quorum present.

Staff present: City Manager Gary Milliman, City Attorney Martha Rice, Planning Manager Donna Colby-Hanks, Parks Supervisor Tony Baron, and City Recorder Teri Davis.

Media Present: No media present

Others Present: Over 40 audience members.

Ceremonies

Mayor Pieper proclaimed Earth Day in Brookings.

Resolutions

Boys Basketball Championship Resolution

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to adopt Resolution 17-R-1098.

The Resolution was read and presented to Coach Fulton and the team members.

Coach Fulton addressed Council complimenting the positive attributes of the team members and their parents. He noted that this has been a great experience.

The individual team members were invited to join the Mayor at the dais to be recognized. Team members included: Derick Bonde, Logan Holler, Hobbes Howard, Junior Nunez, Chase Webster, Payton Armentrout, Oggie Badger, Jomoria Beasley, Andrew Burger, Rylan Bruce, Aden Carpenter, Kayson Christensen, Javon Lindeman, Adam Shew and Christian Steendahl.

Councilors Triglia and Hamilton congratulated the team. City Manager Gary Milliman congratulated the team on Councilor Hodges' behalf.

Mayor Pieper advised the team members that Bart and Linda Burroughs, owners of Dairy Queen, were offering each of them a complimentary, congratulatory small blizzard.

Addition to Agenda

Letter of Support for House Bill 3151

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to add item G7 to the agenda.

Resolutions (continued)

Azalea Park Ball Fields Reconfiguration Grant Application

Parks Supervisor Tony Baron presented the staff report. He advised that the Resolution is a required element for the grant.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to adopt Resolution 17-R-1100 authorizing submission of a Local Government Grant application to the Oregon Parks and Recreation Department for park improvement projects at Azalea Park.

Oral Requests and Communications from the audience

- Michael Frederick of 16883 Yellowbrick Rd. addressed Council regarding support for a shuttle for the Azalea Festival.
- Holly Beyer of 625 Meadow Lane addressed Council in support of the Earth Day proclamation.

Staff Reports

Transportation System Plan (TSP) Grant Extension

Planning Manager Colby-Hanks presented the staff report.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to authorize the City Manager to execute Amendment No. 5 to extend the termination date to June 15, 2017 for the grant to update the Transportation System Plan.

Nature's Coastal Holiday TOT Funding Request

City Recorder Teri Davis presented the staff report.

Council discussed the original request versus the TPAC recommendation, including the event's need or lack of need for TOT funding.

Parks Supervisor Baron offered additional background regarding financial assistance Nature's Coastal Holiday has provided to the city for security cameras.

Mayor Pieper noted that this is a long-standing event with benefits to the community.

Councilor Hamilton moved, Mayor Pieper seconded and Council voted unanimously to allocate \$1,000 in Transient Occupancy Tax revenues in the form of a grant to the

Nature's Coastal Holiday light display at Azalea Park as recommended by the Tourism Promotion Advisory Committee.

Beat the Brewers TOT Funding Request

City Recorder Teri Davis presented the staff report.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to allocate a \$3,000 advance from Transient Occupancy Tax revenues to the Beat the Brewers Relay Run & Block Party event as recommended by the Tourism Promotion Advisory Committee.

Nutcracker Event Evaluation

City Recorder Teri Davis presented the staff report.

Councilors Triglia and Hamilton commented that it was a great event.

Mayor Pieper noted that he hopes they are able to find a better venue for future productions.

Council noted that the evaluation did not include a statement of event finances. Mayor Pieper said he would follow up with the event organizers to obtain a finance statement.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to accept the Nutcracker Event Evaluation report.

Letter of Support for Port Grant, et al

City Recorder Teri Davis presented the staff report.

Councilor Triglia provided particulars about the grant application.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to direct staff to prepare a letter to the Oregon State Marine Board in support of the Port of Brookings-Harbor's grant application and in support of passage of Oregon Senate Bill 646.

Council Liaisons

Mayor Pieper suggested that Council continue this discussion until the next Common Council meeting so that the full Council can be present.

City Manager Milliman advised that there may be a new liaison need with the creation of a new joint committee with Harbor Sanitary District.

Council took no other action.

Letter of Support for House Bill 3151 Regarding Sudden Oak Death

City Manager Milliman presented the staff report.

Mayor Pieper thanked Councilor Triglia for getting this item included in the agenda.

Councilor Triglia noted that this is a good example of bi-partisan support.

Councilor Hamilton asked for clarification regarding the use of funds. City Manager Milliman advised that they are primarily to be used for treatment of affected lands.

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to authorize Mayor to execute letter supporting adoption of HB 3151 which would appropriate funding for use in eradicating Sudden Oak Death disease.

Consent Calendar

1. Approve Council minutes for March 13, 2017
2. Accept Public Art Committee minutes for February 8, 2017
3. Accept Tourism Promotion Advisory Committee minutes for February 16, 2017
4. Receive monthly financial report for February 2017

Councilor Triglia moved, Councilor Hamilton seconded and Council voted unanimously to approve the Consent Calendar.

Remarks from Mayor and Councilors

Councilor Hamilton again congratulated the boys basketball team for an outstanding job and noted all of the great youth organization opportunities in town.

Adjournment

Councilor Triglia moved, Councilor Hamilton seconded and Council voted by voice to adjourn the meeting at 8:03 p.m.

Respectfully submitted:

ATTESTED:

this _____ day of _____ 2017:

Jake Pieper, Mayor

Teri Davis, City Recorder

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/17	03/02/2017	78908	2149	American Backflow Prev Assoc	20-00-2005	85.00
03/17	03/02/2017	78909	1314	Bernie Bishop Mazda	20-00-2005	758.59
03/17	03/02/2017	78910	5727	Blue Line K9 LLC	61-00-2005	12,000.00
03/17	03/02/2017	78911	1169	Brookings Electronic Svs Inc	10-00-2005	95.20
03/17	03/02/2017	78912	313	Brookings Vol Firefighters	10-00-2005	2,250.00
03/17	03/02/2017	78913	715	Budge McHugh Supply	20-00-2005	2,406.14
03/17	03/02/2017	78914	3834	Clean Sweep Janitorial Service	10-00-2005	1,635.00
03/17	03/02/2017	78915	4882	Coastal Heating & Air	10-00-2005	120.00
03/17	03/02/2017	78916	1745	Coastal Paper & Supply, Inc	10-00-2005	636.43
03/17	03/02/2017	78917	183	Colvin Oil Company	25-00-2005	3,154.60
03/17	03/02/2017	78918	5734	Jose Contreras	10-00-2005	66.00
03/17	03/02/2017	78919	182	Coos-Curry Electric	10-00-2005	30,972.50
03/17	03/02/2017	78920	317	DCBS - Fiscal Services	10-00-2005	253.07
03/17	03/02/2017	78921	1	Carrie Fritts	20-00-2005	79.36
03/17	03/02/2017	78922	1	Ethan Harrah	20-00-2005	300.00
03/17	03/02/2017	78923	1	Jill Miller	20-00-2005	83.07
03/17	03/02/2017	78924	1	Jodi Padgett	20-00-2005	120.00
03/17	03/02/2017	78925	1	Monica Zavala	20-00-2005	104.42
03/17	03/02/2017	78926	261	Engineered Control Products	25-00-2005	273.38
03/17	03/02/2017	78927	3342	Fastenal	15-00-2005	757.54
03/17	03/02/2017	78928	2186	Ferguson Enterprises Inc #3011	20-00-2005	2,023.35
03/17	03/02/2017	78929	5732	Naoma Fick	10-00-2005	35.00
03/17	03/02/2017	78930	5642	Financial Pacific Leasing	10-00-2005	4,031.88
03/17	03/02/2017	78931	5432	First Community Credit Union	25-00-2005	812.99
03/17	03/02/2017	78932	5318	Jose Flores	10-00-2005	66.00
03/17	03/02/2017	78933	298	Freeman Rock, Inc	50-00-2005	5,014.61
03/17	03/02/2017	78934	5123	GCB Automation and Marine LLC	25-00-2005	280.00
03/17	03/02/2017	78935	5065	Gold Beach Lumber	10-00-2005	1,102.76
03/17	03/02/2017	78936	5172	Gowman Electric, Inc	50-00-2005	475.88
03/17	03/02/2017	78937	199	Richard Harper	10-00-2005	358.43
03/17	03/02/2017	78938	199	Richard Harper	10-00-2005	400.00
03/17	03/02/2017	78939	1856	Helmets R US	61-00-2005	474.70
03/17	03/02/2017	78940	5733	Tom Kerr	10-00-2005	66.00
03/17	03/02/2017	78941	4269	Milliman, Gary	10-00-2005	67.50
03/17	03/02/2017	78942	334	North Coast Electric Company	25-00-2005	4,982.39
03/17	03/02/2017	78943	798	Dan Palicki	61-00-2005	193.45
03/17	03/02/2017	78944	311	Paramount Supply Company	25-00-2005	176.50
03/17	03/02/2017	78945	5719	Pipeline Products Inc	20-00-2005	857.39
03/17	03/02/2017	78946	1029	Pitney Bowes Postage by Phone	10-00-2005	301.17
03/17	03/02/2017	78947	322	Postmaster	25-00-2005	850.00
03/17	03/02/2017	78948	322	Postmaster	10-00-2005	25.00
03/17	03/02/2017	78949	207	Quill Corporation	10-00-2005	524.02
03/17	03/02/2017	78950	1840	Rogue Credit Union	50-00-2005	2,497.61
03/17	03/02/2017	78951	5051	Southwestern/FirstStop	25-00-2005	535.00
03/17	03/02/2017	78952	380	Stadelman Electric Inc	20-00-2005	1,907.94
03/17	03/02/2017	78953	142	Tidewater Contractors Inc	57-00-2005	38,503.50
03/17	03/02/2017	78954	990	UPS	20-00-2005	90.87
03/17	03/02/2017	78955	2863	Verizon Wireless	10-00-2005	579.13
03/17	03/02/2017	78956	861	Village Express Mail Center	10-00-2005	21.72
03/17	03/02/2017	78957	4220	Woof's Dog Bakery	61-00-2005	56.99
03/17	03/02/2017	78958	5731	Tom Yockey	10-00-2005	52.00
03/17	03/02/2017	78959	4131	Zumar Industries Inc	15-00-2005	71.47
03/17	03/09/2017	78960	1314	Bernie Bishop Mazda	25-00-2005	99.95

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/17	03/09/2017	78961	4939	BI- Mart Corporation	25-00-2005	175.87
03/17	03/09/2017	78962	5004	Blumenthal Uniforms & Equipment	10-00-2005	902.73
03/17	03/09/2017	78963	5070	Canon Solutions America	10-00-2005	545.76
03/17	03/09/2017	78964	5455	Cellebrite Inc.	10-00-2005	3,400.00
03/17	03/09/2017	78965	3015	Charter Communications	30-00-2005	495.00
03/17	03/09/2017	78966	4928	CIS Trust	10-00-2005	27,417.07
03/17	03/09/2017	78967	4882	Coastal Heating & Air	25-00-2005	122.12
03/17	03/17/2017	78968	1357	Curry County Clerk	54-00-2005	.00 V
03/17	03/09/2017	78969	173	Curry Equipment	10-00-2005	229.96
03/17	03/09/2017	78970	1	Matt Barbour	20-00-2005	23.41
03/17	03/09/2017	78971	1	Sarah Crawford	20-00-2005	180.84
03/17	03/09/2017	78972	1	Nicole Olson	20-00-2005	287.57
03/17	03/09/2017	78973	5735	Driftwood RV Park	61-00-2005	450.00
03/17	03/09/2017	78974	4646	Frontier	10-00-2005	660.72
03/17	03/09/2017	78975	139	Harbor Logging Supply	25-00-2005	1,265.00
03/17	03/09/2017	78976	162	Kerr Hardware	25-00-2005	1,471.46
03/17	03/09/2017	78977	5736	Kurt Kessler	10-00-2005	3.00
03/17	03/09/2017	78978	4981	McLennan Excavation, Inc	20-00-2005	2,000.00
03/17	03/09/2017	78979	5524	Sirennet.com	10-00-2005	33.98
03/17	03/09/2017	78980	4901	Mountain View Paving, Inc	15-00-2005	1,916.80
03/17	03/09/2017	78981	2	Warren Hartmann	10-00-2005	100.00
03/17	03/09/2017	78982	4487	Net Assets Corporation	10-00-2005	230.00
03/17	03/09/2017	78983	5008	Online Information Services	10-00-2005	92.32
03/17	03/09/2017	78984	5390	O'Reilly Automotive, Inc	20-00-2005	4.99
03/17	03/09/2017	78985	252	Paramount Pest Control	10-00-2005	50.00
03/17	03/09/2017	78986	187	Quality Fast Lube & Oil	10-00-2005	42.00
03/17	03/09/2017	78987	207	Quill Corporation	10-00-2005	372.48
03/17	03/09/2017	78988	2133	Redwood Memorial Chapel	10-00-2005	208.00
03/17	03/09/2017	78989	582	South Coast Office Supply	10-00-2005	94.70
03/17	03/09/2017	78990	570	State of Oregon	10-00-2005	40.00
03/17	03/09/2017	78991	2738	Taser International	10-00-2005	152.96
03/17	03/09/2017	78992	797	Town & Country Animal Clinic	61-00-2005	165.00
03/17	03/09/2017	78993	2122	Cardmember Service	10-00-2005	4,779.16
03/17	03/09/2017	78994	169	Waste Connections Inc	10-00-2005	1,496.74
03/17	03/09/2017	78995	151	Western Communications, Inc.	20-00-2005	121.00
03/17	03/09/2017	78996	4220	Woof's Dog Bakery	61-00-2005	24.00
03/17	03/09/2017	78997	4131	Zumar Industries Inc	15-00-2005	596.41
03/17	03/16/2017	78998	4734	Aramark Uniform Services	10-00-2005	132.88
03/17	03/16/2017	78999	5527	Big State Industrial Supply Inc	25-00-2005	360.22
03/17	03/16/2017	79000	4363	Black & Rice LLP	10-00-2005	3,111.23
03/17	03/16/2017	79001	5737	Zackary Chapman	15-00-2005	42.00
03/17	03/16/2017	79002	3015	Charter Communications	10-00-2005	219.96
03/17	03/16/2017	79003	5534	Chet's Garden Center	15-00-2005	309.50
03/17	03/16/2017	79004	3834	Clean Sweep Janitorial Service	25-00-2005	225.00
03/17	03/16/2017	79005	183	Colvin Oil Company	25-00-2005	2,013.73
03/17	03/16/2017	79006	182	Coos-Curry Electric	20-00-2005	13.10
03/17	03/16/2017	79007	166	Dan's Auto & Marine Electric	20-00-2005	907.97
03/17	03/16/2017	79008	259	Da-Tone Rock Products	50-00-2005	2,525.68
03/17	03/16/2017	79009	5382	Davis Wright Tremaine LLP	10-00-2005	1,091.90
03/17	03/16/2017	79010	185	Del Cur Supply	10-00-2005	55.29
03/17	03/16/2017	79011	1	Dennis & Lou Ann Bragg	20-00-2005	38.88
03/17	03/16/2017	79012	1	Philip Platt	20-00-2005	45.00
03/17	03/16/2017	79013	1	Premier Prop Management	20-00-2005	23.83
03/17	03/16/2017	79014	1	Shelton Properties LLC	20-00-2005	9.43
03/17	03/16/2017	79015	1	Jillian Valdez	20-00-2005	146.75
03/17	03/16/2017	79016	371	Department of Environmental Quality	50-00-2005	980.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/17	03/16/2017	79017	2067	Enviro-Clean Equipment	15-00-2005	543.87
03/17	03/16/2017	79018	4642	ESRI	25-00-2005	2,750.00
03/17	03/16/2017	79019	3342	Fastenal	25-00-2005	15.25
03/17	03/16/2017	79020	2186	Ferguson Enterprises Inc #3011	20-00-2005	755.00
03/17	03/16/2017	79021	153	Ferrellgas	25-00-2005	317.04
03/17	03/16/2017	79022	5739	FKC Co, LTD, Inc	25-00-2005	784.72
03/17	03/16/2017	79023	4646	Frontier	25-00-2005	841.89
03/17	03/16/2017	79024	1346	Gail's Graphics	61-00-2005	955.00
03/17	03/16/2017	79025	2592	GFS Chemicals Inc	20-00-2005	215.39
03/17	03/16/2017	79026	198	Grants Pass Water Lab	10-00-2005	462.00
03/17	03/16/2017	79027	4171	In-Motion Graphics	10-00-2005	6.00
03/17	03/16/2017	79028	4980	iSecure	10-00-2005	33.00
03/17	03/16/2017	79029	4573	Methodworks	25-00-2005	550.00
03/17	03/16/2017	79030	5738	Northwest Automation Products Inc	25-00-2005	87.46
03/17	03/16/2017	79031	5723	Northwest Playground Equipment Inc	50-00-2005	500.00
03/17	03/16/2017	79032	798	Dan Palicki	61-00-2005	195.00
03/17	03/16/2017	79033	5101	Pitney Bowes Reserve Acct	10-00-2005	500.00
03/17	03/16/2017	79034	207	Quill Corporation	10-00-2005	604.60
03/17	03/16/2017	79035	3	Jerry Freamon	20-00-2005	82.33
03/17	03/16/2017	79036	3	Reginald Milhon	20-00-2005	47.70
03/17	03/16/2017	79037	3	Premier Property Management	20-00-2005	23.88
03/17	03/16/2017	79038	5184	Travel Oregon	10-00-2005	225.00
03/17	03/16/2017	79039	169	Waste Connections Inc	25-00-2005	2,332.68
03/17	03/16/2017	79040	551	Western Pacific Tree Serv Inc	10-00-2005	975.00
03/17	03/23/2017	79041	417	Cabela's Mktg & Brand Mgt Inc	20-00-2005	179.95
03/17	03/23/2017	79042	3844	Donna Colby-Hanks	54-00-2005	1,132.00
03/17	03/23/2017	79043	586	Cole-Parmer Instrument Co	25-00-2005	2,069.68
03/17	03/23/2017	79044	183	Colvin Oil Company	25-00-2005	3,359.44
03/17	03/23/2017	79045	1357	Curry County Clerk	54-00-2005	127.00
03/17	03/23/2017	79046	1	Becco Computers	20-00-2005	21.20
03/17	03/23/2017	79047	261	Engineered Control Products	20-00-2005	637.68
03/17	03/23/2017	79048	167	Hach Company	25-00-2005	1,036.47
03/17	03/23/2017	79049	4171	In-Motion Graphics	10-00-2005	30.00
03/17	03/23/2017	79050	202	League of Oregon Cities	10-00-2005	20.00
03/17	03/23/2017	79051	5740	Leica Geosystems Inc	20-00-2005	7,648.24
03/17	03/23/2017	79052	4269	Gary Milliman	10-00-2005	144.00
03/17	03/23/2017	79053	5741	Nelson, Jessica	10-00-2005	208.00
03/17	03/23/2017	79054	5606	Quality Fence Company	20-00-2005	5,015.00
03/17	03/23/2017	79055	207	Quill Corporation	10-00-2005	560.45
03/17	03/23/2017	79056	3	Banana Belt Property Mngmnt	20-00-2005	120.00
03/17	03/23/2017	79057	5691	Ritz Safety LLC	25-00-2005	247.00
03/17	03/23/2017	79058	582	South Coast Office Supply	10-00-2005	92.65
03/17	03/23/2017	79059	5730	Spectrum Reach	32-00-2005	1,000.00
03/17	03/23/2017	79060	380	Stadelman Electric Inc	25-00-2005	234.00
03/17	03/23/2017	79061	142	Tidewater Contractors Inc	57-00-2005	239,157.75
03/17	03/30/2017	79062	1314	Bernie Bishop Mazda	25-00-2005	547.60
03/17	03/30/2017	79063	5004	Blumenthal Uniforms & Equipment	10-00-2005	145.94
03/17	03/30/2017	79064	3622	Boardwalk Mail Services	25-00-2005	25.71
03/17	03/30/2017	79065	4788	Bureau of Labor & Industries	10-00-2005	90.00
03/17	03/30/2017	79066	1373	Cascade Fire Equipment	10-00-2005	56.58
03/17	03/30/2017	79067	5742	COCTOA	10-00-2005	225.00
03/17	03/30/2017	79068	182	Coos-Curry Electric	10-00-2005	27,634.42
03/17	03/30/2017	79069	2384	Curry County Road Dept	25-00-2005	84.00
03/17	03/30/2017	79070	5577	Davis, Teresa	10-00-2005	22.56
03/17	03/30/2017	79071	1	Kristy Gevas	20-00-2005	220.51
03/17	03/30/2017	79072	1	Marian Keating	20-00-2005	227.81

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
03/17	03/30/2017	79073	1	Pascual Villasenor	20-00-2005	112.46
03/17	03/30/2017	79074	2640	Dyer Partnership Inc., The	53-00-2005	21,007.00
03/17	03/30/2017	79075	773	Environmental Resource Associates	25-00-2005	552.46
03/17	03/30/2017	79076	3342	Fastenal	25-00-2005	328.02
03/17	03/30/2017	79077	2186	Ferguson Enterprises Inc #3011	20-00-2005	7,179.10
03/17	03/30/2017	79078	298	Freeman Rock, Inc	15-00-2005	349.65
03/17	03/30/2017	79079	5172	Gowman Electric, Inc	20-00-2005	268.00
03/17	03/30/2017	79080	5743	Inn at the Commons	10-00-2005	197.22
03/17	03/30/2017	79081	5526	L.N. Curtis & Sons Inc	10-00-2005	542.81
03/17	03/30/2017	79082	5113	Jeff Lee	10-00-2005	52.00
03/17	03/30/2017	79083	5524	Sirennet.com	10-00-2005	132.74
03/17	03/30/2017	79084	5744	Michels Corporation	53-00-2005	445,823.36
03/17	03/30/2017	79085	5501	Natures Coastal Holiday	32-00-2005	1,000.00
03/17	03/30/2017	79086	5364	North Central Laboratories	25-00-2005	298.25
03/17	03/30/2017	79087	207	Quill Corporation	10-00-2005	60.78
03/17	03/30/2017	79088	3	Richard Wilson	20-00-2005	81.09
03/17	03/30/2017	79089	3499	Simplot Grower Solutions	10-00-2005	767.50
03/17	03/30/2017	79090	5481	Sourwood Running LLC	32-00-2005	2,500.00
03/17	03/30/2017	79091	582	South Coast Office Supply	10-00-2005	28.15
03/17	03/30/2017	79092	380	Stadelman Electric Inc	20-00-2005	1,389.40
03/17	03/30/2017	79093	1412	Triangle Pump & Equipment Inc	25-00-2005	725.68
03/17	03/30/2017	79094	5167	Trojan Technologies	25-00-2005	235.16
03/17	03/30/2017	79095	990	UPS	20-00-2005	145.24

Grand Totals:

975,988.42

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Committee Vacancies

Date: April 10, 2017

Re: Vacant Volunteer Positions

Following is a list of all Commission/Committee positions and terms currently vacant:

Position	Held By	Month/ Day	Year Expires	Term/ Years
Budget #1	VACANT	2/1	2018	3
Budget #3	VACANT	2/1	2019	3
Public Art #1	VACANT	11/1	2017	3
Public Art #5	VACANT	11/1	2018	3
TPAC #3	VACANT	7/1	2017	3
Traffic Safety #1	VACANT	1/14	2018	2
Traffic Safety #2	VACANT	1/14	2019	2

COUNCIL LIASIONS

Organization	Member	Liaison	Appointee	Alternate	When	Where
Border Coast Regional Airport Authority	X		J Pieper	G Milliman	Monthly/1st Thurs, 2pm	981 H Street, Crescent City
Brookings/Harbor School District 17C		X	BH		Monthly/3rd Wed, 6pm	K-School
Curry County Commission		X	JP		1st & 3rd Wed/10am	Courthouse Annex, GB
Curry County Recycling		X	RT		3rd Tues, 1st month of each quarter; 10 a.m. - 12 p.m.	Curry County Commissioners Hearing Room
Harbor Sanitary District	X		—		No set dates/times	No set location
Household Hazardous Waste (HHW) Steering Committee	X		RT		As Needed	Coos County (can be attended via phone)
League of Oregon Cities Voting Delegate	X		—		Annual	NA
Parks and Recreation Commission		X	BH		Bi-monthly/3rd Thurs, 7pm	Chambers
Planning Commission		X	JP		Monthly/1st Tues, 7pm	Chambers
Port of Brookings Harbor		X	RT		Monthly/3rd Tues, 7pm	Port Office
Public Art Committee		X	DT		Monthly/2nd Wed, 4pm	Chambers
Sudden Oak Death Task Force	X		ADT	GM	As Needed	Varies/Statewide
Tourism Promotion Advisory Committee		X	BH		Monthly/3rd Thurs, 4pm	Chambers