

COUNCIL AGENDA



NOVEMBER 8, 1995

LEBANON CITY COUNCIL

November 8, 1995

7:30 p.m.

A G E N D A

Lebanon School District Board Room
485 South Fifth Street

NO NOON SESSION

CALL TO ORDER/FLAG SALUTE

ROLL CALL

APPROVAL OF MINUTES

- 1) Minutes of the October 25, 1995 City Council Meeting

PUBLIC HEARING

- 2) LIQUOR LICENSE - DISPENSER, CLASS A - NEW OUTLET (BOJANGLES)

Presented by: Walter Richmond, Chief of Police

Approval/Denial by MOTION

- 3) LIQUOR LICENSE - PACKAGE STORE W/PUMPS (M & M MART 5)

Presented by: Walter Richmond, Chief of Police

Approval/Denial by MOTION

- 4) SALE OF PROPERTY (723 MILTON STREET)

Presented by: Tom McHill, City Attorney

Approval/Denial by MOTION

LEGISLATIVE ACTION

5) HANSARD AREA IMPROVEMENT APPROVAL OF PLANS AND SPECIFICATIONS AND AUTHORIZATION TO GO TO BID

Presented by: Jim Ruef, Public Works Director

Approval/Denial by MOTION

6) SANTIAM TRAVEL STATION ARCHITECT AGREEMENT

Presented by: Jim Ruef, Public Works Director

Approval/Denial by MOTION

7) EMERGENCY REPAIRS AT THE WASTEWATER TREATMENT PLANT

Presented by: Jim Ruef, Public Works Director

Approval/Denial of RESOLUTION

8) OMI CONTRACT AMENDMENT

Presented by: Jim Ruef, Public Works Director

Approval/Denial by MOTION

9) REVISED FRANCHISE AGREEMENTS FOR PP&L AND CONSUMERS POWER

Presented by: Judy Wendland, Finance Director

Approval/Denial of ORDINANCES (2)

MONTHLY BOARD MINUTES

10) LIBRARY ADVISORY BOARD MINUTES FOR AUGUST AND SEPTEMBER

CITIZEN COMMENTS

ADJOURNMENT

AGENDA ITEM 1

MINUTES
LEBANON CITY COUNCIL MEETING
OCTOBER 25, 1995

MEMBERS PRESENT Mayor Bob Smith, Councilors, Diane Branson, Ken Toombs, John Richard, and Wayne Rieskamp

STAFF PRESENT Tom McHill, City Attorney; Jim Reuf, Director of Public Works; Douglas Parker, City Planner; Walt Richmond, Chief of Police; Jim Clark, Engineering Division Manager, Charles Eaton, Senior Engineer and Dorothy Nicholson, Secretary

CALL TO ORDER / ROLL CALL

The meeting was called to order by Mayor Smith at 7:30 P.M., October 25, 1995 in the Lebanon School District Board Room at 485 S. 5th Street. Roll call was taken with four members present. Councilors Ron Miller and Floyd Fisher were absent.

APPROVAL OF MINUTES

1. MINUTES OF OCTOBER 11, 1995 CITY COUNCIL MEETING

The Minutes of the October 11, 1995 meeting were approved as submitted.

PUBLIC HEARING

2. LIQUOR LICENSE - DISPENSER, CLASS A - NEW OUTLET

Mayor Smith announced this topic will be carried over because the information is not available at this time.

3. ANNEXATION AND ZONING OF A CERTAIN PROPERTY

City Attorney McHill made the following comments prior to presentation: Oregon law requires certain announcements be made at the commencement of a Land Use hearing. In this case the Council will be considering an annexation recommendation from the Planning Commission which is designated as File No. A-95-3. He stated members of the Council should disclose any ex-parte or any contact or conflicts of interest that under Oregon law need to be disclosed. After the disclosure the Staff Report will be presented by Planner Parker. Included in the staff report, pages 3-3, 3-4 are the applicable relevant criteria that have been identified by staff as having relevance to this hearing. Also, posted on the wall is the criteria that staff has identified. He reminded the audience that whoever provides testimony all of testimony must be directed toward the criteria that has been described or criteria that the audience has identified in the land use regulations, plan or statues that they believe applies to this decision. City Attorney McHill also reminded anyone who testifies that failure to raise an issue accompanied by statements or evidence sufficient to afford the decision maker, the City Council, and the parties an opportunity to respond to the issue will preclude appeal to the Land Use Board of Appeals based upon that issue. After the Staff Report, time will be available for

members of the Council to ask questions of Staff and then the public will be given an opportunity to be heard. Generally the applicant will be heard from first for those in favor of the proposal and then those against the proposal, saving time for rebuttal for the applicant or their representatives. This has been discussed with the Mayor and generally everyone who has relevant material to offer will be given that opportunity. The Mayor will be asking that repetitious testimony not be provided. If those of audience have something new to offer, they will be given that opportunity. After the applicant, proposer, has opportunity to rebut any evidence presented then the public hearing will be closed and the Council will be called upon to deliberate and if possible, make the decision tonight. The subject of tonight's hearing is an annexation request and it is anticipated the decision will be to approve the annexation request or to deny it. City Attorney McHill stated that it was his understanding that the Mayor and all members of the Council received a two page letter from Mr. and Mrs. John W. Davis, copies of which have been provided to the applicant as soon as the City received them.

Mayor Smith declared he has received three phone calls. He has not made comments to any of these callers as to how he felt. He listened to what they had to say and told them about this meeting. He also received a copy of Mr. and Mrs. Davis' letter. Councilor Toombs received a copy of the Davis letter. Councilor Branson declared she had conversations with Terry Williams, Steve Wimer and Mary Stephens and also received a copy of the Davis letter. Mayor Smith asked her if these situations would affect her decision. She stated they would not. Councilor Richard heard from Wimers and three other people and received a copy of the Davis letter. Councilor Rieskamp received the same letter from the Davises and has been contacted by five people in the designated area about their concerns and these contracts would not effect his decision at all.

Planner Parker stated this is an annexation public hearing. It has already gone before the Planning Commission on September 20, 1995 and it involves a 48.5 acre territory which consists of five tax lots, property designated as mixed density residential on comprehensive plan map and would be assigned to residential mixed density as its zoning, upon annexation. The general location of the property is east of River Road, located between the Albany - Lebanon Santiam Canal and the Santiam River. The Planning Commission Staff Report and the approved Planning Commission Minutes from the public hearing have been included in the Councilors' packets, with the County Surveyor approved legal description and annexation map. Also included were the Planning Commission findings from the Public Hearing, resulting with the recommendation by the Planning Commission to the City Council that the annexation proposal be approved and the requested zoning be granted. The Planning Commission heard a subdivision proposal for this same property - first phase a 32 lot, and granted a preliminary approval to that first phase proposal. The approval of the proposal has merit only if the property is annexed. Planner Parker then offered an abbreviated staff report, the Planning Commission Report and their Minutes into the record along with the letter received from Mr. and Mrs. Davis.

Mayor Smith asked if there were any comments or questions from Council. There were none.

Mayor Smith opened the Public Hearing to the applicants.

Jack Burrell, K & D Engineering, announced he was representing Tom Cornell, the applicant and the owner of the land. Mr. Burrell summarized responses to the criteria. 1) Existing services are available to the site and will be extended into the project as it develops. 2) Existing public rights of ways are provided to the site and will be extended into the subject property. 3) City sewer lines are installed adjacent to the property and will be extended through the property upon development. 4) The property development proposal complies with the comprehensive plan policies. 5) This annexation will provide a subdivision to help satisfy the needs for housing. 6) This annexation will allow for orderly and efficient expansion of city limits within city service capabilities. 7) The annexation will not have an adverse impact on community facilities. 8) The annexation will actually result in enhancing transportation facilities with the building of a bridge across Santiam Canal in the second phase, and in the creation of a new park. He requested that his previous submittal package be made part of the record for tonight's public hearing - previously submitted material, including narrative, copies of the tentative plan, utilities plans and the traffic impact study be made a part of the record. K & D Engineering's Traffic Engineer conducted additional traffic counts on Park, Franklin and Milton streets to augment his original study. His additional findings support the conclusion that additional traffic from the first phase development will pass safely over the existing streets to the north. Copies of this study were given to members of the Council.

Tom Cornell from Chino Knolls, California, introduced himself as owner of the property. He has been in building and developing for 21 years. He and his wife design all homes that he builds and have won awards on the quality and designs of these houses. He feels the city will be happy with the houses designed. They will not be building cheap housing. The houses for Phase I will go from approximately 1200 sq ft to 2500 sq ft. They will be giving the city approximately four acres for a future park. A future plan includes a board walk to Gill's Landing. Because of concern expressed at the Planning Commission Meeting regarding truck traffic during construction Mr. Cornell stated they would hold pre-construction meetings - flag men will be used. CC&R's will be implemented and enforced - no junk cars in front of houses, no tin foil on windows and a lot of others.

Mayor Smith opened the Public Hearing to the public for testimony.

Dayle Gonzalez addressed issues regarding the safe and efficient control of traffic brought up at the Planning Commission Meeting where proposed annexation was passed. She also expressed concern regarding the consisting of land use in this area.

Ben Gerry, Park Drive, expressed concern for the traffic in the area. He feels the bridge should be built before the project is started and divert the traffic from the area. He also requested that additional time be given to file an appeal of the Planning Commission's decision of September 20, 1995..

Steve Wimer, 735 Garvord St., stated that he agrees with Mr. Davis' letter on his viewpoints regarding traffic in the area. He asked, regarding River Dr., what maintenance would be kept up, as River Dr. is a county road in that area.

Louise Cline, River Dr., spoke regarding the impact there will be on attendance at Queen Anne School with the school already at capacity. She is also concerned about safety on River Dr. as she feels it is very heavily trafficked and will not be safe even with the construction of a bridge. She also expressed concern about the wildlife in this area. She also objected to the construction of a boardwalk along the river because of danger to children using it.

Terry Williams, Home Builders Association of Linn County, noted this piece of property is in the Urban Growth Boundary. Mr. Williams does not feel traffic will be a problem. He feels Council needs to look at the tax structure this will bring to the city, monies for schools and for the general economy of the city.

Gloria Napp, Garvord St., is concerned with traffic on Park Drive and River Drive.

Pam Wimer asked for those in audience who were concerned about the traffic in this area, to stand.

Kelli Aldrich, Realtor, feels this subdivision will be a great asset to Lebanon.

Don Robertson, Realtor, stated the inventory in Lebanon of houses to sell is very low. Lebanon needs more housing. We must look to the future.

Retha Larson, member of Planning Commission, stated she voted "No" on the request for this subdivision when it came before the Planning Commission. She is concerned about the traffic impact.

Manny Gonzalez stated he does not feel this area should be annexed unless the developers first agree to put another entrance to this area. He stated he feels the bridge should be built before the subdivision is built.

Bud Daily, 2110 River Rd., expressed his concern with where the bridge is going to be built. He feels the bridge should be redesigned and the location of the bridge changed. He stated five school busses are now going into this area. He asked the Councilors to not approve this annexation until the road is improved and until there will be no problem with surface water.

Kay Elliott, Glenwood St., stated there is a water run-off problem in this area. She stated she is in favor of the bridge being built before there are any houses built.

Shirley Davis, Glenwood St., expressed concern with the impression given that "you have to be rich to live in that area". She stated, "We are not rich".

Mayor Smith opened the meeting to any rebuttal from the applicant.

Jack Burrell introduced Tom Lancaster of Lancaster Engineering, Portland, who conducted a traffic study of this vicinity. Mr. Lancaster stated he feels traffic is no problem. They made a level of service analysis and found that added traffic would not be enough to change the present level which is now at Level A and which is the highest and best level to measure streets for traffic capacity. He did not recommend widening Park Street which would leave it more open for faster traffic. The narrowness of the street helps to control the speed.

Councilor Toombs asked what were the peak hours used in making this analysis and what was the total count. Mr. Lancaster responded that 7:00 - 8:00 were the morning hours and 5:00 - 6:00 were the evening hours. In the morning the average volume was 38 cars and in the evening, 60 - 62 cars.

Councilor Rieskamp asked what days of the week the study was conducted. Mr. Lancaster responded that one week - Tuesday and Thursday, the other week - Tuesday and Wednesday.

Jack Burrell stressed that land use laws are being followed. Mr. Burrell showed a map depicting the proposed bridge location after Phase I and subsequent to Phase II. He stated that as part of the analysis of the subdivision they were required to go through the development review with the City Staff. The emergency services reviewed the plans, the planning and engineering concerns that were of issue were brought out. The concern raised about the future bridge and how it will tie into the portion with River Rd., and how it will connect to Russell Dr., was a concern to everyone. It has been reviewed by City Staff and evaluated and approved by Linn County Road Dept. and the Roadmaster. On an overhead projection Mr. Burrell showed how the connection will work. There will not be an access point that will bring all the three intersections into Russell Dr. at the same point. Mr. Burrell feels it will be a very safe situation.

Councilor Rieskamp asked what was the stacking capacity between Russell Dr. and Park St. intersection. Mr. Burrell responded that it is approximately 150' plus. Councilor Rieskamp also inquired about Mr. Daily's remarks regarding larger vehicles i.e. school buses, trucks etc. Mr. Burrell stated that the stacking ability and the good side distances, also curves wide enough to allow vehicles to stay in their lanes of traffic were all considered when designed for final approvals.

Mr. Burrell stated that the bridge will be put in during the second stage; that if the analysis had borne out that it would be unsafe to try to do the development without putting the bridge in first, they would not be proposing it. Their traffic engineer has studied it, the city staff has evaluated it, and agreed. If it is not required at this time it is not prudent to put this time and expense into this development.

Councilor Toombs asked if the undeveloped lots still remaining in the Garvord and Glen Oaks subdivisions were factored into the traffic study. Mr. Lancaster responded that these were not factored in. He stated that with another 30 lots it still would not affect the present Level A.

Mr. Burrell addressed the issue of wildlife. He assured the audience that they will work with this issue and do not wish to disrupt the wildlife. Regarding the concern about construction traffic, Mr. Burrell stressed that at the time of the Glen Oaks Division, construction was done in a safe environment. There were no accidents. There will be city inspections, inspections by private engineers that will be overseeing the project and hometown companies will be doing much of the construction. He does not see any reason to believe there will be problems. He also assured the audience that the developer is obligated to build the bridge during the second phase.

Councilor Branson asked what the time frame is for Phase I and for Phase II. Mr. Cornell responded that they would like to start building houses in Phase I next spring. The absorption will probably will be a year or year and one half for Phase I and will start Phase II when 60%-70% of Phase I has been built. This will be a seven year project.

Mayor Smith declared the Public Hearing closed at 9:00 P.M.

Mayor Smith asked for any questions from the Councilors. He reminded the Councilors that the annexation of the property was the issue, not the subdivision.

City Attorney McHill suggested to the Council that as they come to a decision a two-step process be used: 1) Approve or disapprove the recommendation of the Planning Commission adopting findings of fact supporting either decision and 2) Consulting the proposed ordinance. He stated they have the Staff Report that contains the findings of the Planning Commission and their recommendation or other findings deemed appropriate based upon the evidence and the relevant criteria that they have heard tonight. In the event that the Councilors decide to reverse the Planning Commission's recommendation that they also adopt findings to support their decision based upon the lack of the facts available to support the criteria. In the event the Council approves the recommendation of the Planning Commission, City Attorney McHill suggested they consider the ordinance. In the event they reverse the recommendation of the Planning Commission, there is no need to take up the ordinance. The important part is that whenever a preliminary decision is made the findings upon which the decision is made must be enunciated. Depending on the outcome of that discussion, then they are proceed with consideration of the Ordinance.

Mayor Smith then asked for approval or disapproval of the findings of Staff and the Planning Commission.

City Attorney McHill stated that if the Planning Commission's recommendation is reversed it would be necessary to adopt some findings. If the Councilors decide to reverse the Planning Commission it should be based upon a failure of proof of development of criteria.

Councilor Rieskamp stated that this comes to the Council with recommendation from the Planning Commission, the proposed findings are met by statute or with policy. There is a lot of concern with the neighbors in the surrounding area. Based on a

comparison of other developments the Council has heard, this is a clean and precise proposed development with the attached concerns that are obviously there. He felt this is an addition to Lebanon that is needed and there are issues that are not going to go away but there are facts and findings that substantiate that they have been addressed. Councilor Rieskamp proposed that this request be approved. Councilor Branson spoke to the audience regarding the safety of which they are concerned. Councilor Richard stated he is in favor of the annexation but would like to see the bridge built prior to the building of houses. Councilor Toombs expressed his concern regarding traffic but felt the narrowness of the streets will cut down the speed of cars.

A motion was made by Councilor Rieskamp, seconded by Councilor Toombs and approved unanimously:

That based on Staff report, evidence and recommendation of the Planning Commission the Council approve the annexation and zoning adopting the following findings:

1. The proposed annexation complies with City Annexation Policy, Section 1, in that urban services are or can be made available to serve the property and will be enhanced upon completion of proposed public infrastructure improvements included in the development proposal.
2. The proposed annexation complies with City Annexation Policy, Section 2, in that existing public right-of-way is provided and additional ones will be provided upon development.
3. The proposed annexation complies with City Annexation Policy, Section 3, in that city sewer lines are installed adjacent to the subject property and will be extended through the property upon development.
4. The proposed annexation complies with City Annexation Policy, Section 4, in that the property development proposal complies with Zoning Ordinance and Comprehensive Plan policies pertaining to the property and zoning.
5. The proposed annexation complies with City Annexation Policy, Section 5, in that a public need exists for affordable housing to be provided by the proposed subdivision.
6. The proposed annexation complies with Comp. Plan Urbanization element, Phased Growth Program, Policy #1, (page 4-P-1) in that it would be an orderly and efficient expansion of city limits within city service capabilities.
7. The proposed annexation complies with Com. Plan Public Facilities and Services element, General Policy #2, (page 8-P-1) in that the annexation will not result in an adverse impact on community facilities and in fact the proposed development will result in enhancing local community facilities.
8. The applicant will satisfy the requirements of ORS 222.125 by submitting petitions of consent to annexation by a majority of electors within the annexation by a majority of electors within the annexation area.

City Attorney McHill read the following Ordinance by title

A BILL FOR AN ORDINANCE ANNEXING AND ZONING PROPERTY FOLLOWING HEARING AND UPON THE WRITTEN CONSENT FILED WITH THE CITY COUNCIL BY LANDOWNERS IN SAID AREA PURSUANT TO ORS 222.120 AND ORS 222.170.

Mayor Smith asked if there any amendments to the Ordinance. There were none.

AGENDA ITEM 2



CITY OF LEBANON

MEMORANDUM

TO: Joseph A. Windell, City Administrator

DATE: October 25, 1995

FROM: Walter R. Richmond, Chief of Police *WR*

SUBJECT: LIQUOR LICENSE - BOJANGLES

We have received a request from Mr. Tom Connor to open Bojangles at the location that previously housed the Longbranch. The request is for a Dispenser, Class A license (mixed drinks). I have the following concerns about this request:

- Mr. Connor currently owns both the Peacock Tavern and the Time Out Restaurant and Lounge, in Corvallis. Presently, both of these premises are currently well ahead of last year for producing DUII arrests.
- Mr. Connor previously had the Cave Bar and Grill, in Sweet Home. When he turned in the license, it was restricted and pending cancellation through the Oregon Liquor Control Commission (OLCC).
- There is a clientele associated with this location that could be a challenge.

Mr. Connor and I met and had a very open and positive discussion about my concerns. Mr. Connor feels that, with his experience as an already proven manager, the business will succeed. Mr. Connor and I agreed on the following conditions to address my areas of concern:

- No entry to visibly intoxicated persons.
- Persons who become visibly intoxicated inside will be "cut-off".
- There will be two identifiable staff at all times: One on the door, and one on the floor.
- Entry will be monitored limited so customers do not make frequent trips in and out.
- The Police Department will be called when needed.
- An incident log will be kept for incidents such as removing a customer, a pushing match or similar situations.

Memo - Joseph A. Windell

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- All necessary and appropriate OLCC signing will be provided.
- Suspected drug activity will be cause for removal of customers.
- Actual drug activity will be reported to the Police Department.
- Flood lights and a visual monitor will be installed for the alcove located at the back of the building.
- Monthly meetings will be held with the Police Department.

With this agreement in place, I feel I can recommend approval of the license request.

ref

AGENDA ITEM 3



CITY OF LEBANON

MEMORANDUM

TO: Joseph A. Windell, City Administrator

DATE: November 1, 1995

FROM: Walter R. Richmond, Chief of Police *WR*

SUBJECT: LIQUOR LICENSE - NEW OUTLET
M & M RENTALS CO., DBA M & M MARTS/M&M MART 5
805 PARK STREET
LEBANON OR 97355

OWNERS: RICHARD MELL MIKESELL, PRESIDENT
MARY HELEN MIKESELL, VICE-PRESIDENT
RICHARD MICHAEL MIKESELL, EXC. VP.
MELINDA SUE BOYLE, SECRETARY-TREASURER

CLASSIFICATION REQUESTED: PACKAGE STORE W/PUMPS

The above-listed individuals are applying for a liquor license, Package Store With Pumps, New Outlet.

The Police Department does not possess any documented evidence to support the denial of this request.

ref

Liquor License Application Approval/Denial Form
 Lebanon Police Department
 City of Lebanon

Applicant Name: M & M MART 5 Date AUGUST 3, 1995

FOR OFFICE USE ONLY

| RECOMMENDATION: | <u>APPROVAL</u> | <u>DENIAL</u> |
|--|-----------------|---------------|
| FIRE DISTRICT <u>Ray Juri</u> | <u>X</u> | <u> </u> |
| POLICE CHIEF <u>Pat Richmond</u> | <u>X</u> | <u> </u> |
| HEALTH OFFICIAL <u>Reginald Stapp</u> | <u>X</u> | <u> </u> |
| PLANNING OFFICIAL <u>Glenn</u> | <u>X</u> | <u> </u> |
| BUILDING OFFICIAL <u>John B. [Signature]</u> | <u>X</u> | <u> </u> |

*NOTE: Recommendation for denial must be accompanied by supporting documentation.

INSURANCE INFORMATION OF LICENSED ESTABLISHMENT:

FARMLAND INSURANCE COMPANY

M & M MARTS

M&M 1
501 Pacific Blvd. SW
Albany, OR

M&M 2
2415 Hwy. 20 NE
Corvallis, OR

M&M 3
3401 River Rd. N
Keizer, OR

M&M 4
1550 Main St.
Lebanon, OR

M&M 6
1306 Main St.
Sweet Home, OR

M&M 8
1334 NW 9th
Corvallis, OR

Headquarters: Cummings Transfer Co. • 740 SW 29th Ave. • Albany, OR 97321 • (503) 928-3385

August 25, 1995

Pastor Doug Dornhecker
First Christian Church
170 E. Grant Street
Lebanon, OR 97355

Dear Pastor Dornhecker:

M & M Marts, a division of Cummings Transfer Co., has been in operation in the Willamette Valley since 1901 in the petroleum, convenience store, gasoline station, and moving business. Being a good neighbor in our communities has been a very important part of our philosophy.

We obey all laws and regulations of the state and local governments and have never had a violation of any form, including the sale of liquor. Our company mission is to establish high standards of excellence for the convenience store industry through the employment of dedicated people and resources, and to provide and maintain the highest levels of quality of service to our customers.

Following our company mission, each and everyone of our employees are required to have extensive training in all areas of the gasoline/convenience store business. As part of our training program, each employee is required to view a video on the "Techniques of Alcohol Management" and complete an employment agreement of liquor liability afterwards. You will find a copy of the agreement attached. Part of our liquor liability policy is as follows:

- ** All customers are required to show proof of age with proper state issued I.D.
- ** Alcohol will not be sold to minors.
- ** We do not sell alcohol to any customer that appears to be intoxicated.
- ** We do not sell alcohol to customers that have no means of payment.
- ** Loitering is not permitted on our properties.

COUNCIL READ FILE

Pastor Dornhecker

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M & M Marts believes in maintaining our facility in a safe, clean, and ascetically appearing way that shows our pride in the community.

We understand your Church operates a soup kitchen and that you have concerns about our operation in the community. We support your endeavor and would be glad to help in any way that we can. As a company, we have supported many worthwhile projects dealing with youth, education charity, and the overall well being of our community since our founding.

We would look forward to an opportunity to meet with you in the next few days to discuss any concerns you may have about our operation.

Sincerely,

**Richard M. Mikesell
President**

**Keith Barr
Operations Manager**

**Enclosures: Employee Liquor Liability Agreement
Cummings Transfer Co. Organizational Chart**

c: Judy Brelje, OLCC

EMPLOYEE LIQUOR LIABILITY EMPLOYMENT AGREEMENT

As a condition of my employment, I, _____,
understand and agree to the following company rules regarding the
sale and distribution of alcoholic beverages:

1. I understand that if I do make an illegal sale of beer, ale, wine, or liquor, I may be personally arrested and charged with a criminal offense. If I am found guilty, I could be **FINED** or **JAILED**, or **BOTH**. I understand I am personally responsible for my attorney fees as well as paying any fine.
2. I will not sell any beer, ale, wine, or liquor to any person who appears intoxicated or is acting disorderly.
3. I will not sell any beer, ale, wine, or liquor to any person who is not of legal drinking age at the time of sale.
4. I will not give away beer, ale, wine, or liquor to anyone at any time.
5. I understand the state, county, and city laws regarding legal hours of the day during which I may sell beer, ale, wine, or liquor to a customer. I will not sell beer, ale, wine, or liquor to anyone during the restricted hours of 2:30 a.m. to 7:00 a.m.
6. I will not purchase any beer, ale, wine, or liquor from my employer for the use or benefit of any underaged person or any intoxicated person.
7. I will not sell beer, ale, wine, or liquor to any person if I believe it may be given or sold to an underaged or intoxicated person.
8. I understand my employer will only accept:
 - a. Valid Oregon driver's license with photo, or
 - b. Valid Oregon DMV I.D. cardas proof of age. I will accept no other form of I.D. from anyone purchasing beer, ale, wine, or liquor.

AGENDA ITEM 4

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN THAT ON NOVEMBER 8, 1995, AT 7:30 P.M. AT A REGULARLY SCHEDULED MEETING OF THE LEBANON CITY COUNCIL AT THE LEBANON SCHOOL DISTRICT BOARD ROOM AT 485 S. 5TH STREET, LEBANON, OREGON, A PUBLIC HEARING WILL BE HELD BY THE LEBANON CITY COUNCIL CONCERNING THE PROPOSED SALE OF CITY OWNED REAL PROPERTY LOCATED AT 723 MILTON STREET, LEBANON, LINN COUNTY, OREGON. THE CITY OF LEBANON OWNS THE VENDEE'S INTEREST OF SAID REAL PROPERTY WHICH WAS OBTAINED BY THE CITY OF LEBANON BY ORDER OF THE LINN COUNTY CIRCUIT COURT, ***CITY OF LEBANON VS. REAL PROPERTY LOCATED AT 723 MILTON STREET, LEBANON, LINN COUNTY, OREGON, ET AL***, LINN COUNTY CASE NO. 92-0331. THE CITY COUNCIL HAS DETERMINED THAT THERE IS NO PUBLIC USE FOR THE REAL PROPERTY AND THAT IT IS NECESSARY AND CONVENIENT TO SELL THE PROPERTY. THE PROPOSED SALE, WHICH IS THE SUBJECT OF THE PUBLIC HEARING, IS A CASH OFFER OF \$26,645.98, WHICH INCLUDES THE ASSUMPTION OF THE UNDERLYING CONTRACT FOR SAID REAL PROPERTY.

ANY RESIDENT OF THE CITY SHALL BE GIVEN AN OPPORTUNITY TO PRESENT WRITTEN OR ORAL TESTIMONY AT THIS HEARING. FURTHER DETAILS OF THE PROPOSED SALE MAY BE OBTAINED BY CONTACTING JOSEPH K. PHILLIPS AT THE OFFICE OF MORLEY, THOMAS & McHILL, 80 E. MAPLE STREET, LEBANON, OREGON 97355, TELEPHONE: (503) 258-3194.

REALTY WEST

Charles D. Zeek Broker
36 West Sherman Street
Lebanon, OR 97355
503 258-8108

August 25, 1995

Morley, Thomas and MCHill
80 E. Maple St.
Lebanon, OR 97355

Attn: Joesph K. Phillips City of Lebanon
RE: 723 Milton St., Lebanon, OR 97355

This is a letter bid on 723 Milton St., by Charles D. Zeek a licensed Real Estate Briker, licensed in the State of Oregon. Also the Broker for Realty West. I am buying or bidding on this property to resell to a friend at Cost.

| | |
|--|-------------|
| Cash on closing to City | \$10,262.50 |
| Assume Quick Contract in the approx. amount | 13,950.40 |
| Back taxes in the approx. amount (payable to closing date) | 2,433.08 |

This transaction is subject to:

1. Being able to assume Quick Contract.
2. Sheriff's title to vehicles and personal property now on the property.
3. My approval of the Title Policy. (I'll buy my own if necessary)

Very truly yours,

Charles D. Zeek
Charles D. Zeek

AGENDA ITEM 5



CITY OF LEBANON

MEMORANDUM

TO: Joseph Windell
City Administrator

DATE: November 3, 1995

FROM: James P. Ruef
Director of Public Works

SUBJECT: Hansard Area Improvement Approval of Plans and Specifications and
Authorization to go to Bid

The plans and specifications for the Hansard Area Improvement Project are ready for City Council review and approval. We also need Council authorization to go to bid. Before we actually advertise we will need two other agency approvals and be nearly complete on our property acquisitions. We hope that we will be into construction sometime in February with the waterline completed by May 1st in order to meet Pennington Seed's expansion schedule. The remaining work (mostly street work) will be completed by September 31, 1996.

I concur with the recommendation from Charles Eaton, Senior Engineer (attached) for City Council to approve the plans and specifications and authorize the project to go to bid, by motion.



CITY OF LEBANON

MEMORANDUM

TO: Jim Ruef
Director of Public Works

FROM: Charles Eaton *[Signature]*
Senior Engineer

SUBJECT: Hansard Area Improvements
Project #94705
Authorization to Bid

DATE: November 1, 1995

This memo requests Council approval of the plans and specifications for the subject project and to authorize the City staff to advertise for bids.

BACKGROUND INFORMATION

State of Oregon Immediate Opportunity Funds and U.S. Government Economic Development Funds are available to be used to construct improvements associated with the Hansard Area as part of the Pennington Seed and Entek expansion requirements. Lebanon entered into agreements with both the Oregon Department of Transportation and the Economic Development Administration to find and construct the necessary improvements on the subject project. Plans and specifications presented before you are the result of those efforts. The Council's approval is only one of many approvals required prior to Authorization to Bid. Other approvals still pending are the Economic Development Administration approval, Oregon Department of Transportation approval, and completion of property acquisition requirements. Approval of plans and specifications are part of the inter-agency agreement requirements. Reimbursement for City expenditures to date are not available until award of bid has been obtained.

RECOMMENDATION

On copies of plans and specifications for the subject project as part of the financing agreement between the City of Lebanon, State of Oregon, and the U S Department of Economic Development Administration, I recommend City Council's approval of the plans and specifications and authorizing the project to be advertised for bid. The engineer's estimate for the construction of this project is between \$1,500,000 and \$2,000,000.

jm

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City of Lebanon

Special Provisions

for

HANSARD AREA INFRASTRUCTURE IMPROVEMENTS

Linn County

November 1995

**Prepared by
Parametrix, Inc.**

**Approved By
Senior Engineer**

William C. Wright, P.E.

Charles L. Eaton, P.E.

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Division 1 - General Requirements

The General Requirements shall be performed in conformance with Division 1 of the Standard Specifications with the following sections supplemented and/or modified.

104 Scope of Work

106 Control of Materials

107 Legal Relations & Responsibilities

108 Prosecution and Progress of Work

104 Scope of Work

The Scope of Work shall be performed in conformance with Section 104 of the Standard Specifications supplemented and/or modified as follows:

104.2.00 Plans and Specifications - Add the following subsection:

104.2.01 Project Plans

The plans which are applicable to the work to be performed under this contract bear the title and date as follows:

Hansard Area Infrastructure Improvements
Linn County
October 1995

106 Control of Materials

The Control of Materials shall be performed in conformance with Section 106 of the Standard Specifications supplemented and/or modified as follows:

106.5.00 Inspection Requirements - Add the following subsection:

106.5.01 Submittals

106.5.01A General

All submittals shall be identified by project name and number and shall include the Contractor's name, date and revision date. In addition, shop drawings, product data and samples shall include names of the subcontractor and supplier, applicable specification section number and the Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with the contract documents.

The Engineer will review shop drawings and product data and will return two (2) stamped copies. If returned copies are stamped "Rejected" or "Resubmit", promptly resubmit three (3) copies of shop drawings and product data meeting contract requirements.

The Contractor may submit two (2) additional copies for their own purpose.

106.5.01B Shop Drawings

Submit 3 copies of each shop drawing required by the Specifications; maximum size of drawings shall be 11 inches x 17 inches. Show the information, dimensions, connections and other details necessary to ensure accurate depictions of the contract documents. Show adjoining work in such detail as required to indicate proper connections. Where adjoining connected work requires shop drawings or product data, submit such information for review at the same time so that connections can be accurately checked.

106.5.01C Product Data

Submit 3 copies of each item of product data required by the specifications. Modify product data by deleting information which is not applicable to the project or by marking each copy to identify pertinent products. Supplement standard information, if necessary, to provided additional information applicable to the project.

106.5.01D Samples

Submit 2 (unless specific number is specified) of each sample required by the specifications. Samples shall show the quality, type, range of color, finish and texture of the material.

Samples shall become the property of the Owner unless specifically stated otherwise, and will not be incorporated in the work.

106.11.00 Project Record Drawings ("As-Builts") - Add this subsection:

Maintain at the job site one set of the contract drawings for recording "as-built" conditions. Mark in (in red) changes made during the course of the construction. Upon completion of the work, turn over the marked up set of prints to the Engineer.

Requests for partial payment will not be approved if the marked-up prints are not kept current and request for final payment will not be approved until the marked-up prints are delivered to the Engineer.

107 Legal Relations and Responsibilities

The Legal Relations and Responsibilities shall be administered in conformance with Section 107 of the Standard Specifications supplemented and/or modified as follows:

107.19.00 Waste Sites

107.19.02 Project Waste Site

The Contractor shall be responsible for providing a waste site for this project.

108 Prosecution and Progress of Work

The Prosecution and Progress of Work shall be performed in conformance with Section 108 of the Standard Specifications supplemented and/or modified as follows:

108.1.02 Project Details

Refer to Subsections 108.5.00 Contract Time and 202.3.02D Temporary Protection and Direction of Traffic Project Details.

Work located within Highway 20 and Highway 34 shall be timely and progress shall be continuous.

108.5.00 Contract Time

- (a) All work to be done under the contract necessary to complete the waterline connections as described in Subsection 402.3.07A, and approved by the engineer, shall be completed not later than 20 minutes after discontinuation of service as scheduled.
- (b) All work to be done under the contract necessary to complete the waterline construction and place it in service shall be completed not later than May 1, 1996.
- (c) All work to be done under the contract shall be complete not later than September 30, 1996.
- (d) Under (a) above, the amount of liquidated damages will be \$10.00 per minute. Under (b) above, the daily amount of liquidated damages will be \$_____. Under (c) above, the daily amount of liquidated damages will be \$_____. If liquidated damages become payable concurrently under any combination of (a), (b) and (c) above, the daily amount of liquidated damages will be the sum of the amounts.

Division 2 - Streets and Related Work

Work on Streets and Related Work shall be performed in conformance with Division 2 of the Standard Specifications with the following sections supplemented and/or modified.

202 Temporary Protection and Direction of Traffic

204 Earthwork

211 Asphalt Concrete Pavement

221 Landscaping

225 Fencing

202 Temporary Protection and Direction of Traffic

The Temporary Protection and Direction of Traffic shall be performed in conformance with Section 202 of the Standard Specifications supplemented and/or modified as follows:

202.3.00 Construction

202.3.02 Project Plan and Schedule

202.3.02D Project Details - In addition to the Supplemental Standard for work on this project, the Contractor shall:

Furnish and install project, cost and contractor placards on City furnished "Improving Lebanon" sign. Install two City furnished "Improving Lebanon" sign as directed. Installation shall be incidental to temporary protection and direction of traffic. Placards to be constructed as indicated with the following legends:

| | |
|--------------------|-------------------------------------|
| Project Placard | "Hansard Area Improvements" |
| Cost Placard | (Available after award of contract) |
| Contractor Placard | (Available after award of contract) |
| Funding Placard | "City, State & Federal Funds" |

Placards shall be type "W1", 36" x 4", with 3" - B legend utilizing upper and lower case letters.

U.S. Highway No. 34 shall remain open to a minimum of two-way traffic at all times. One way traffic for limited durations are allowed. Closure of side streets along Highway 34 will be allowed as necessary providing local access is maintained.

Local access shall be maintained at all times to private residents within the construction site.

A minimum of one-way traffic shall remain open to Hansard Avenue at all times.

No lane closures of U.S. Highway 20 will be allowed.

204 Earthwork

The Earthwork shall be performed in conformance with Section 204 of the Standard Specifications supplemented and/or modified as follows:

204.2.00 Materials

204.2.02 Rip Rap

Rip rap shall meet the following gradation requirements:

Shale will not be allowed.

| Sieve Size | Percent Passing |
|------------|-----------------|
| 8" | 100 |
| 3" | 40 Max |
| ¾" | 10 Max |

204.3.00 Construction

204.3.11 Rip Rap - Add the following to this subsection:

Rip Rap shall be installed such that the surface of the Rip Rap matches existing grades upstream and downstream of the channel.

Rip Rap shall be placed in such a manner that all relatively large stones shall be in contact with each other, and all voids are filled with the finer materials to provide a well-graded, solid, compact mass.

204.4.00 Measurement and Payment

204.4.06 Rip Rap - Add the following to this subsection:

Rip Rap shall be measured in place and paid for on a cubic yard basis to the nearest 0.1 yard.

211 Asphalt Concrete Pavement

The Asphalt Concrete Pavement shall be performed in conformance with Section 211 of the Standard Specifications supplemented and/or modified as follows:

211.2.00 Materials

211.2.04 Recycled Asphalt Pavement (RAP) - Add the following to this subsection:

RAP materials shall not be allowed in asphalt concrete pavements on this project.

211.2.09 Tolerances - Add the following to this subsection:

In addition to the job mix formula tolerances, the mixture shall also not go from the high end to the low end of the specified range of any two (2) successive sieves.

221 Landscaping

Landscaping shall be constructed in conformance with Section 221 of the Standard Specifications supplemented and/or modified as follows:

221.3.00 Construction

221.3.01 Planting Seasons - Substitute the following:

| | | |
|------------------|---|---|
| Seed Lawn | - | February 1 through May 15 and August 1 through November 15 |
| Sod Lawn | - | March 15 through September 30 |
| Trees and Plants | - | February 1 through May 1 and September 15 through November 15 |

221.3.07 Establishment

221.3.07A General

The Contractor's landscape maintenance responsibilities shall not include mowing, weeding or fertilizing grass area not seeded by the Contractor. Grass areas, planter boxes or other areas planted, seeded and/or graded by the Contractor shall be fully maintained by the Contractor.

221.4.00 Measurement and Payment

221.4.08 Restoration - Add the following subsection:

Restoration shall be incidental to this contract.

225 Fencing

Fencing shall be constructed in conformance with Section 225 of the Standard Specifications supplemented and/or modified as follows:

225.1.00 Description

This work consists of construction of chain link cyclone fence and other appurtenances as shown on the plans or as directed by the Engineer.

225.2.00 Materials

225.2.01 General

Unless otherwise specified all materials shall be new and meet the following requirements.

225.2.02 Chain Link Fencing

225.2.02A Posts, Rails and Braces

All tubular members shall comply with provisions of ASTM A 53, Schedule 40, for weight and coating.

225.2.02B Fabric

Chain link fabric shall conform to ASTM A 392, Class I(II), 11 (9) gauge, 2-inch diamond mesh pattern, hot-dip galvanized after weaving with a 1.2(2)-ounce zinc coating

Aluminum coated fabric and wire may be substituted for the hop-dip galvanized fabric and wire. Aluminum coating shall be not less than 0.40 ounce per square foot, complying with ASTM A491, Class II.

Fabric shall be knuckled at the bottom and twisted and barbed at the top.

225.2.02C Line Posts

Line posts shall be round galvanized steel with 2.375-inch outside diameter, weighing 3.65 lb/ft.

225.2.02D End Posts

End posts shall be round galvanized steel with 4-inch (2.875)outside diameter, weighing 9.10 (5.79) lb/ft.

225.2.02E Gate Frames

Gate frames shall be round galvanized steel with 2.375-inch outside diameter, weighing 3.65 lb/ft. Frames shall have intermediate members and/or diagonal truss rods for gate leaves. Gate frame joints shall be made by welding or by means of heavy fittings making rigid and watertight connections.

225.2.02F Post Braces

Post braces shall be round galvanized steel with 1.66-inch outside diameter, weighing 2.27 lb/ft.

225.2.02G Accessories and Attachments

Fabric Ties shall be steel bands of not less than 0.148-inch diameter galvanized steel wire.

Stretcher Bars shall be galvanized steel 3/16 by 3/4-inch in cross section, or equivalent cross section with length equal to full height of fabric.

Truss Rods shall be galvanized steel, 3/8-inch diameter, or equivalent cross section, and shall have suitable adjustment.

Post Tops shall be caps of pressed galvanized steel. Fit snugly to the pose, have means for attaching securely to the post and exclude moisture from tubular posts.

Brace Wire, Tie Wire, and Tension Wire shall be galvanized wire meeting requirements of ASTM A 121, Class 3 coating. Unless otherwise designated, size of wire shall not be smaller than the following:

| | |
|-------------------|--------|
| Tension Wire | No. 7 |
| Brace Wire | No. 9 |
| Tie wire or clips | No. 12 |

Tie wires for chain link fence shall be of the size and type recommended by the manufacturer, but not smaller than No. 9 for post ties or No. 12 for rail and brace ties. Equivalent galvanized steel clips or aluminum wire or clips may be used upon approval of the Engineer.

225.3.00 Construction

225.3.01 General

Construct the fencing, including all component parts and materials complete in place at the locations shown or directed. Confine activities and operations to the area immediately adjacent to the right-of-way line and within the highway right-of-way. Arrange for permits required from adjacent property owners.

225.3.02 Clearing and Grubbing

The Contractor shall perform such clearing and grading as necessary to construct fence to required alignment and provide a reasonably smooth ground profile at the fence line. If directed, preserve trees and geographic features on fence lines by altering the fence alignment.

Clear and grade gate openings to permit the gate to swing in a horizontal path without hinderance.

225.3.03 Post Assemblies

End, corner, gate and pull or intermediate anchor posts shall be placed at designated locations. Posts shall be installed vertical and at uniform height and spacing. Posts shall be securely braced and leveled before placing concrete. Forms are not required for post encasement.

225.3.04 Horizontal Alignment

Unless otherwise directed, set fences so the fabric and wires are on the right-of-way lines or property lines.

At points of deflection where fence changes alignment by more than five(5) degrees provide a post brace and truss rod in each fence panel adjacent to the post located at the angle point.

Footings for all posts located where the change in horizontal alignment exceeds five(5) degrees shall be constructed as specified for end posts.

225.3.05 Post Braces

A brace and truss assembly shall support each gate, corner, pull, or end post for chain link fencing. Brace shall extend to each adjacent line post at mid-height of fabric. The truss shall extend from the line post back to the gate, corner, pull, or end post.

225.3.06 Fabric

Fabric shall not be erected until 5 days after setting the posts in concrete. The fabric shall be fastened to line posts with clips or bands spaced approximately 12 inches apart and to top rail (if present) with bands or tie wires at approximately 24-inch intervals. Pull fabric taut and tie to posts, rails, and tension wires. Install fabric on security side of fence and anchor to framework so hat fabric remains in tension after pulling force is released.

225.3.07 Tension Wires

Install tension wires before stretching fabric. Tie to each post with wire ties or clips as specified.

225.3.08 Electrical Grounds

Chain link fence which crosses beneath any primary electrical power transmission line, shall be properly grounded. Grounding shall consist of placing one ground rod at the point of crossing and one 25 to 50 feet in each direction from the crossing.

Chain link fence erected adjacent to and within 50 feet of a primary power line shall be grounded by placing ground rods at not more than 500-foot intervals.

Each applicable straight section of fence shall have at least one ground. The Engineer may require installation of additional ground at the terminus of a section of fence or at other locations near areas of pedestrian traffic.

The ground rods shall be properly connected to the fence.

Division 4 - Water Distribution

Work on Water Distribution shall be constructed in conformance with Division 4 of the Standard Specifications with the following section supplemented and/or modified.

402 Water Pipes and Fittings

403 Valves and Meters

404 Fire Hydrants

402 Water Pipes and Fittings

The Water Pipes and Fittings shall be constructed in conformance with Section 402 of the Standard Specifications supplemented and/or modified as follows:

402.3.00 Construction

402.3.07A Special Connections - Add the following subsection:

Service to the Hospital shall remain uninterrupted at all times.

Service to industries along Hansard Avenue may not be disturbed. Contractor shall coordinate down-time for service connections. Liquidated damages shall apply. Liquidated damages shall apply for accidental interruption of service not remedied within 20 minutes as described in Section 108.

403 Valves and Meters

The Valves and Meters shall be constructed in conformance with Section 403 of the Standard Specifications supplemented and/or modified as follows:

403.4.00 Measurement and Payment

403.4.07 Relocated Meters

Measurement and payment for relocated meter assemblies will be made on a per each basis for those noted on the plans. No separate or additional payment will be made for couplings, meter stops, hand valves, meter boxes and other fittings related to the meter box assembly.

403.4.08 Meter Boxes

Measurement and payment for meter boxes shall be made on a per each basis for meter boxes replaced as directed by the Engineer. No separate or additional payment shall be made for meter boxes damaged during relocation.

404 Fire Hydrants

The Fire Hydrants shall be constructed in conformance with Section 404 of the Standard Specifications supplemented and/or modified as follows:

404.4.00 Measurement and Payment

404.4.01 Remove Existing Fire Hydrant

Measurement and payment for removing existing fire hydrants will be made on a per each basis for those noted on the plans. This item shall include all materials, labor and equipment necessary to remove an existing fire hydrant and hydrant valve, plug the abandoned waterline, and deliver hydrant and valve to the City.

Division 5 - Structures

Work on Structures shall be constructed in conformance with Division 5 of the Standard Specifications with the following section supplemented and/or modified.

503 Concrete Structures

503 Concrete Structures

The Concrete Structures shall be constructed in conformance with Section 503 of the Standard Specifications supplemented and/or modified as follows:

503.2.00 Materials

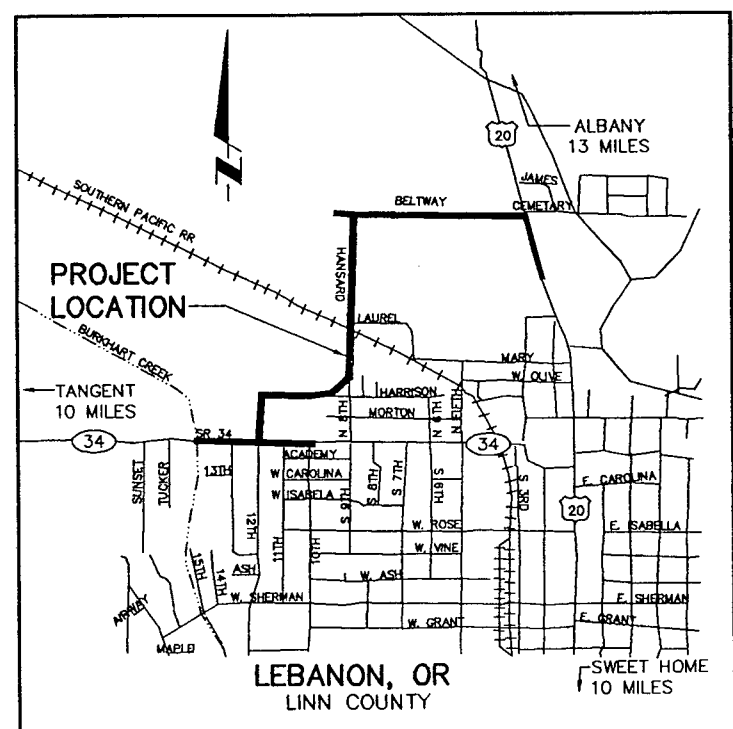
503.2.11 Pre-cast Unit

Units shall be installed per manufacturers recommendation. Measurement and payment shall be on a lineal foot basis per each lineal foot of bridge length. Includes all work, materials, equipment, foundations and ties to install and unload the precast units. Excavation shall be paid per Section 204.

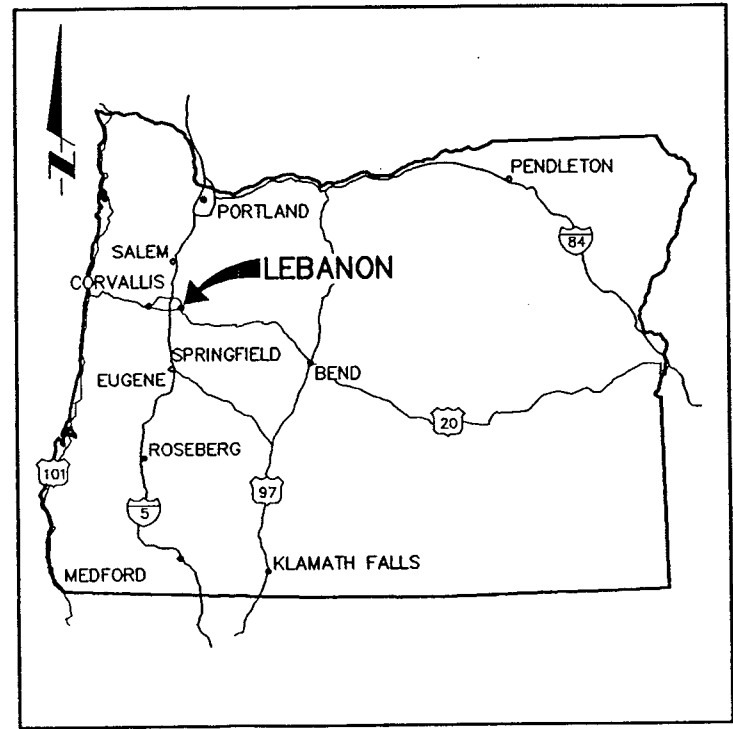
Supplier shall provide Certification of Design stamped and signed by a registered Professional Engineer in the State of Oregon.

HANSARD AREA INFRASTRUCTURE IMPROVEMENTS

CITY OF LEBANON
PUBLIC WORKS DEPARTMENT
OCTOBER 1995



VICINITY MAP





LOCATION MAP

INDEX TO DRAWINGS

| SHEET NUMBER | DESCRIPTION |
|--------------|--|
| 1 | TITLE SHEET |
| 2 | LEGEND, NOTES, ABBREVIATIONS, AND SHEET LAYOUT |
| 3 | TYPICAL SECTIONS AND DETAILS |
| 4 | DETAILS |
| 5 | TEMPORARY TRAFFIC PROTECTION |
| 6 | PLAN AND PROFILE - HIGHWAY 34 - STA 334+70 TO STA 336+70 |
| 7 | PLAN AND PROFILE - HIGHWAY 34 - STA 336+70 TO STA 341+30 |
| 8 | PLAN AND PROFILE - HIGHWAY 34 - STA 341+30 TO STA 345+90 |
| 9 | PLAN AND PROFILE - HIGHWAY 34 - STA 345+90 TO STA 349+70 |
| 10 | PLAN AND PROFILE - 12th STREET - STA 10+24 TO STA 15+30 |
| 11 | PLAN AND PROFILE - HARRISON STREET - STA 15+39 TO STA 19+70 |
| 12 | PLAN AND PROFILE - HARRISON STREET - STA 19+70 TO STA 24+30 |
| 13 | PLAN AND PROFILE - HARRISON STREET - STA 24+30 TO STA 28+20 |
| 14 | PLAN AND PROFILE - HANSARD AVENUE - STA 28+20 TO STA 32+70 |
| 15 | PLAN AND PROFILE - HANSARD AVENUE - STA 32+70 TO STA 37+30 |
| 16 | PLAN AND PROFILE - HANSARD AVENUE - STA 37+30 TO STA 41+90 |
| 17 | PLAN AND PROFILE - HANSARD AVENUE - STA 41+90 TO STA 46+50 |
| 18 | PLAN AND PROFILE - HANSARD AVENUE - STA 46+50 TO STA 51+10 |
| 19 | PLAN AND PROFILE - HANSARD AVENUE - STA 51+10 TO STA 12+70 |
| 20 | PLAN AND PROFILE - BELTWAY - STA 12+70 TO STA 17+30 |
| 21 | PLAN AND PROFILE - BELTWAY - STA 17+30 TO STA 21+90 |
| 22 | PLAN AND PROFILE - BELTWAY - STA 21+90 TO STA 26+50 |
| 23 | PLAN AND PROFILE - BELTWAY - STA 26+50 TO STA 31+10 |
| 24 | PLAN AND PROFILE - BELTWAY - STA 31+10 TO STA 77+10 |
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| 27 | PLAN AND PROFILE - DRAINAGE DITCH |
| 28 | PERMANENT STRIPING AND SIGNING HIGHWAY 34, 12th STREET AND HARRISON |
| 29 | PERMANENT STRIPING AND SIGNING HANSARD AVENUE AND BELTWAY |
| 30 | R.O.W. PLAN |
| 31 | R.O.W. PLAN |
| 32 | R.O.W. PLAN |
| 33 | R.O.W. PLAN |
| 34 | R.O.W. PLAN |
| 35 | R.O.W. PLAN |

100% REVIEW SUBMITTAL
NOT FOR CONSTRUCTION

| | | | | | |
|---|---|-------------------------|--------------|---|-----------------------|
|  |  | DESIGNED BY | R.B. RICKS | CITY OF LEBANON 925 MAIN STREET LEBANON, OREGON | 1 SHEET OF 35 |
| | | DRAWN BY | R.B. RICKS | | |
| | | CHECKED BY | T.M. COLEMAN | HANSARD AREA INFRASTRUCTURE IMPROVEMENTS | TITLE: TITLE SHEET |
| | | PROJECT NUMBER | 94705 | | |
| | | FILE NAME | 89201025 | | SCALE: NONE |
| NO. | DATE | DESCRIPTION OF REVISION | BY | | |

LEGEND

| PROPOSED | EXISTING | DESCRIPTION |
|----------|----------|--------------------------|
| | | MONUMENT |
| | | MANHOLE |
| | | UTILITY POLE |
| | | WATER METER |
| | | TELEPHONE PEDISTAL |
| | | INLET |
| | | GAS VALVE |
| | | LUMINAIRE |
| | | TREE |
| | | GRADE |
| | | SIGN |
| | | WATER VALVE |
| | | FIRE HYDRANT |
| | | REDUCER |
| | | ADAPTOR, FLG TO M.J. |
| | | THRUST BLOCK |
| | | TRAFFIC ARROW |
| | | BORE HOLE LOCATION |
| | | TEST PIT LOCATION |
| | | EDGE OF PAVEMENT |
| | | GRAVEL ROAD |
| | | DITCH/STREAM |
| | | FENCE |
| | | RAIL ROAD |
| | | WETLANDS |
| | | FIELD LINE |
| | | BUILDING/STRUCTURE |
| | | CULVERT PIPE |
| | | 12"W WATER LINE |
| | | 10" SAN SANITARY LINE |
| | | 36" STM STORM SEWER LINE |
| | | 4"G GAS LINE |
| | | TEL TELEPHONE LINE |
| | | GUY AND ANCHOR |
| | | RIGHT-OF-WAY |
| | | EASEMENT |
| | | BIKE PATH |
| | | CURB AND GUTTER |
| | | REMOVE EXISTING ROADWAY |
| | | ABANDON/REMOVE |
| | | SLOPE LINE (CUT) |
| | | SLOPE LINE (FILL) |
| | | STRAW BALE CHECK DAM |
| | | SILT FENCE |

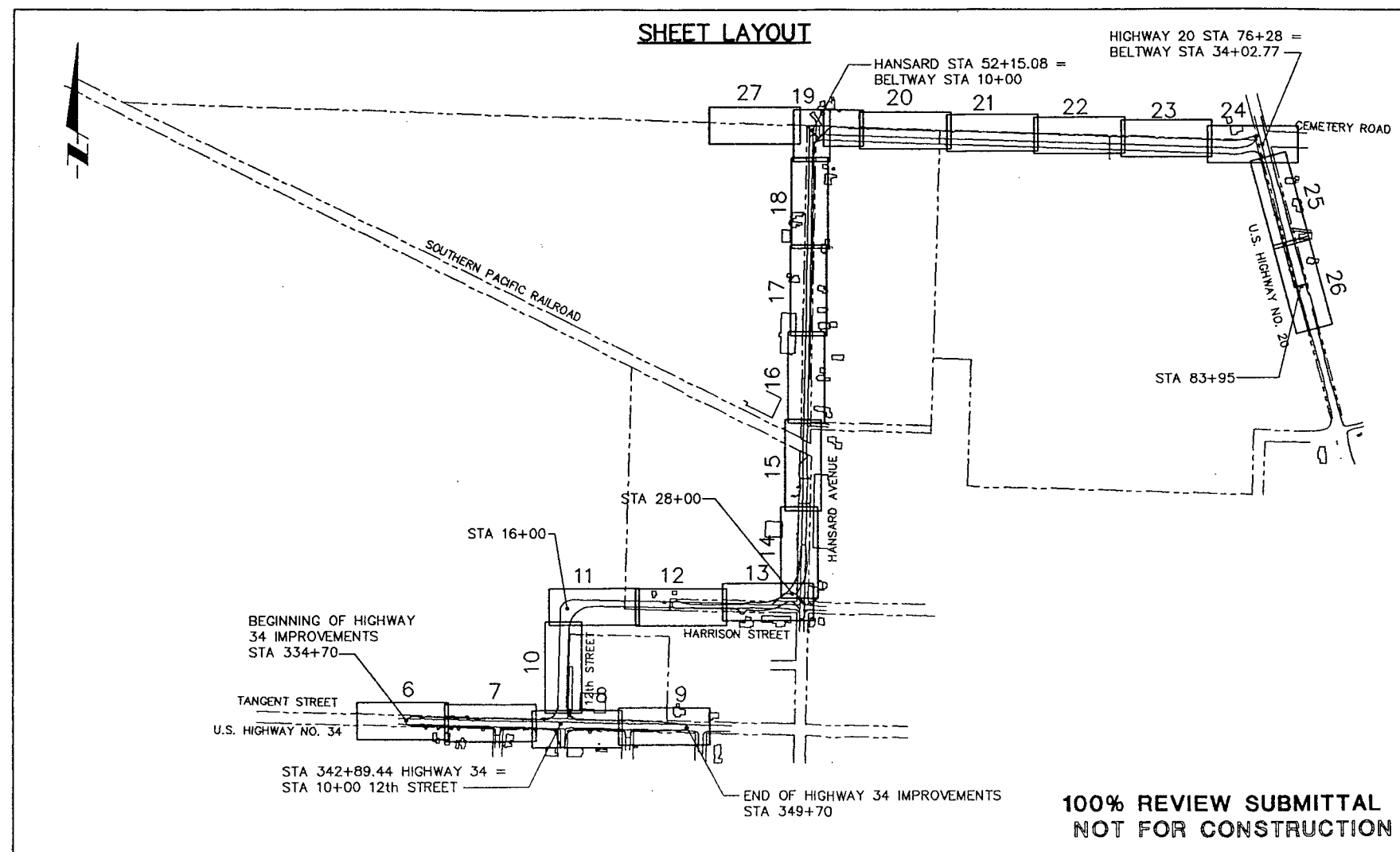
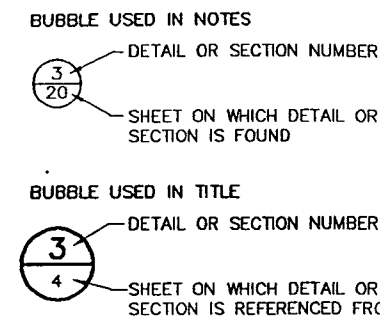
ABBREVIATIONS

| | |
|------------------------------------|--------------------------------|
| APPR. APPROX. | APPROACH APPROXIMATE |
| A.C. ASPHALT CONCRETE | ASPHALT CONCRETE |
| AVE. AVENUE | AVENUE |
| BM BLDG. | BENCH MARK BUILDING |
| BVC BEGIN VERTICAL CURVE | BEGIN VERTICAL CURVE |
| CL CLR | CENTERLINE CLEARANCE |
| CONC. CONCRETE | CONCRETE |
| CONST. CONSTRUCT | CONSTRUCT |
| CR. CREEK | CREEK |
| C.Y. CUBIC YARDS | CUBIC YARDS |
| CULV. CULVERT | CULVERT |
| DIA. DIAMETER | DIAMETER |
| DI DUCTILE IRON | DUCTILE IRON |
| DIP DUCTILE IRON PIPE | DUCTILE IRON PIPE |
| DIM DIMENSION | DIMENSION |
| DR. DRIVE | DRIVE |
| DWG DRAWING | DRAWING |
| DWY. DRIVEWAY | DRIVEWAY |
| EASE. EASEMENT | EASEMENT |
| E. EAST | EAST |
| ELEC. ELECTRIC | ELECTRIC |
| ELEV. ELEVATION | ELEVATION |
| EVC END VERTICAL CURVE | END VERTICAL CURVE |
| EXC. EXCAVATION | EXCAVATION |
| EX. EXISTING | EXISTING |
| EXIST. EXISTING | EXISTING |
| FC FACE OF CURB | FACE OF CURB |
| F.H. FIRE HYDRANT | FIRE HYDRANT |
| FLG FLANGE | FLANGE |
| FT. FOOT/FEET | FOOT/FEET |
| HWY. HIGHWAY | HIGHWAY |
| HORIZ. HORIZONTAL | HORIZONTAL |
| IE INVERT ELEVATION | INVERT ELEVATION |
| INCL. INCLUDE | INCLUDE |
| INST. INSTALL | INSTALL |
| LF LINEAR FOOT | LINEAR FOOT |
| LT. LEFT | LEFT |
| M.H. MANHOLE | MANHOLE |
| MAX. MAXIMUM | MAXIMUM |
| MIN. MINIMUM | MINIMUM |
| M.J. MECHANICAL JOINT | MECHANICAL JOINT |
| N. NORTH | NORTH |
| N.E. NORTHEAST | NORTHEAST |
| NIC NOT IN CONTRACT | NOT IN CONTRACT |
| N.W. NORTHWEST | NORTHWEST |
| NO. NUMBER | NUMBER |
| OD OUTSIDE DIAMETER | OUTSIDE DIAMETER |
| PC POINT OF CURVATURE | POINT OF CURVATURE |
| PRC POINT OF REVERSE CURVATURE | POINT OF REVERSE CURVATURE |
| PSI POUNDS PER SQUARE INCH | POUNDS PER SQUARE INCH |
| PT POINT OF TANGENCY | POINT OF TANGENCY |
| PVI POINT OF VERTICAL INTERSECTION | POINT OF VERTICAL INTERSECTION |
| R. RADIUS | RADIUS |
| R.C. REVERSING CURVE | REVERSING CURVE |
| REQ'D REQUIRED | REQUIRED |
| ROW RIGHT OF WAY | RIGHT OF WAY |
| R.R. RAILROAD | RAILROAD |
| RT. RIGHT | RIGHT |
| R/W RIGHT OF WAY | RIGHT OF WAY |
| SAN. SANITARY SEWER | SANITARY SEWER |
| SD STORM DRAIN | STORM DRAIN |
| S. SOUTH | SOUTH |
| S.E. SOUTHEAST | SOUTHEAST |
| S.W. SOUTHWEST | SOUTHWEST |
| SQ. SQUARE | SQUARE |
| SQ. FT. SQUARE FEET | SQUARE FEET |
| SQ. YD. SQUARE YARD | SQUARE YARD |
| STA. STATION | STATION |
| STD STANDARD | STANDARD |
| STM. STORM SEWER | STORM SEWER |
| ST. STREET | STREET |
| TEL. TELEPHONE | TELEPHONE |
| TEMP. TEMPORARY | TEMPORARY |
| TYP. TYPICAL | TYPICAL |
| VER. VERTICAL | VERTICAL |
| W. WEST | WEST |

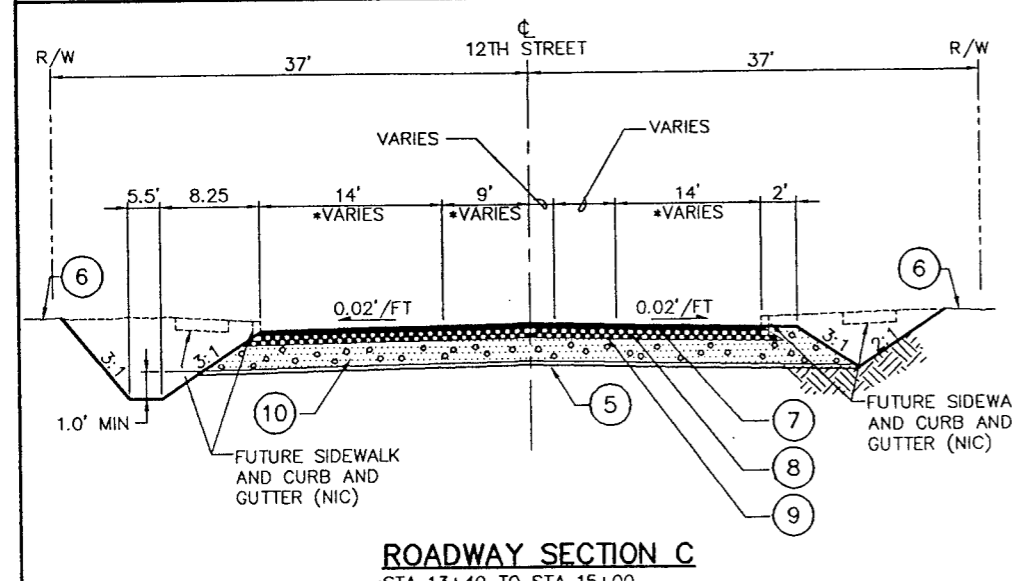
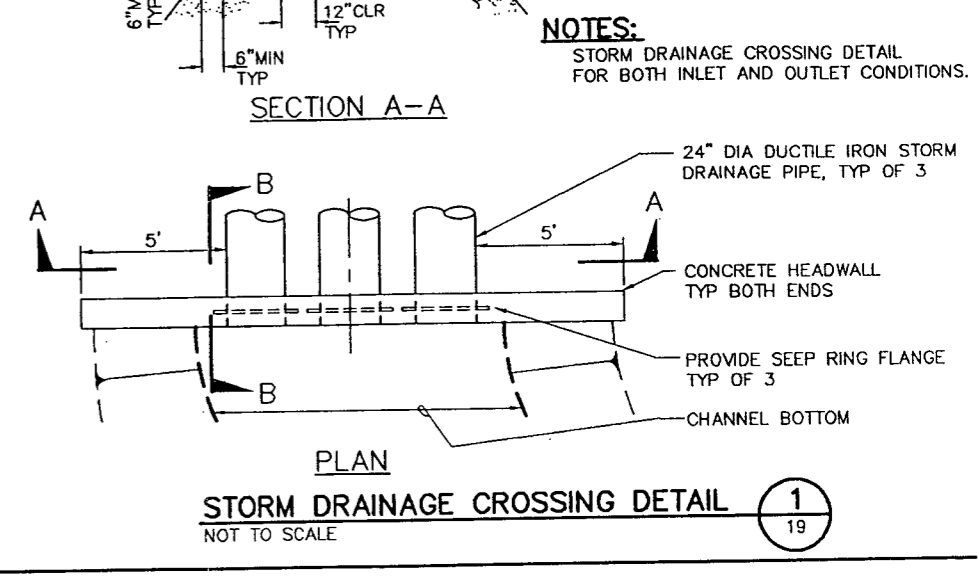
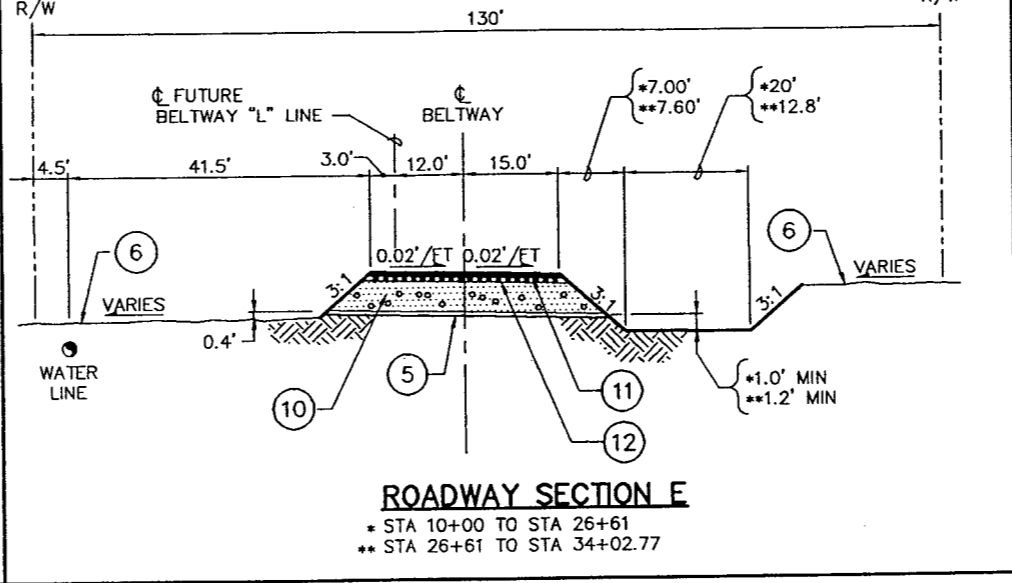
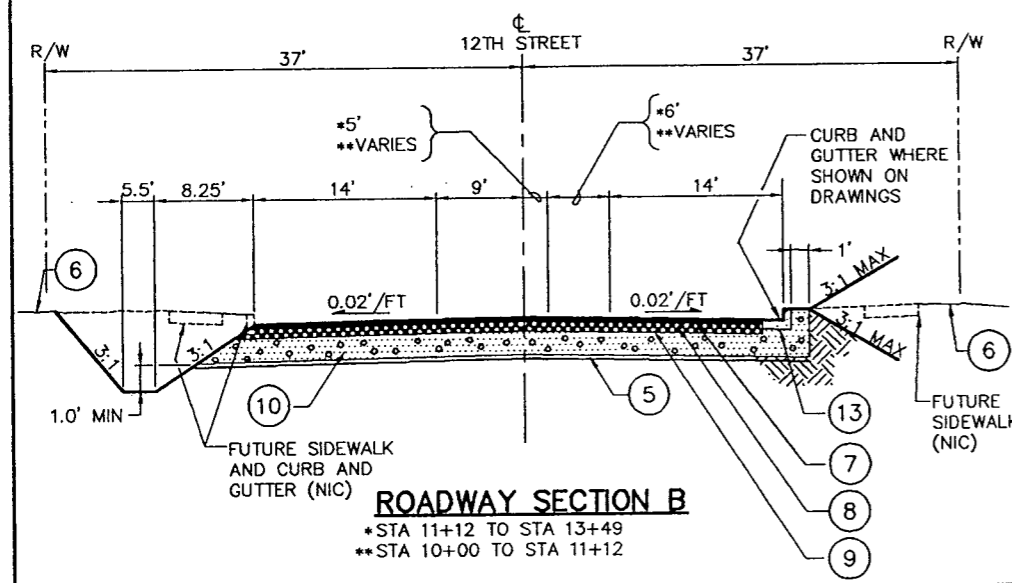
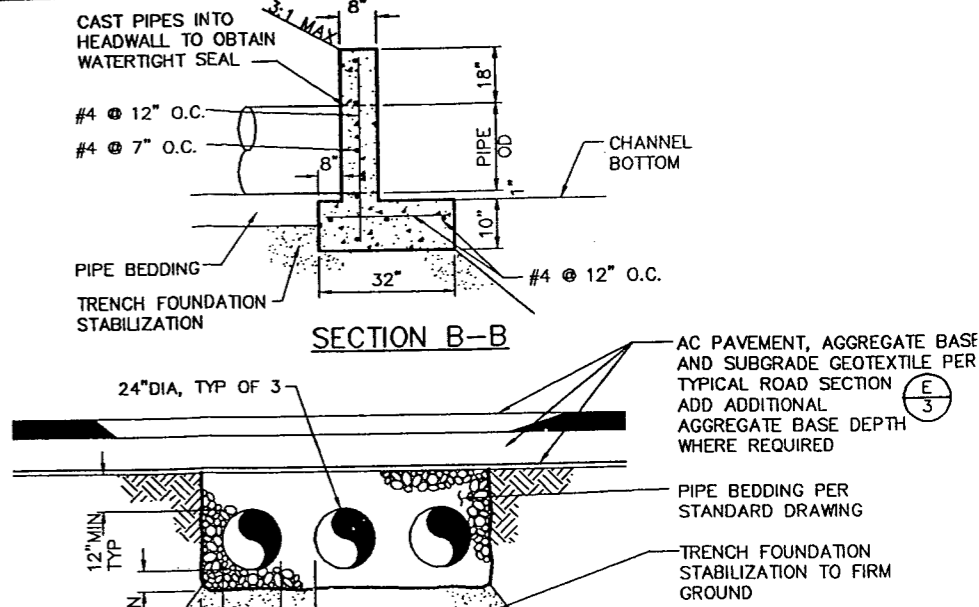
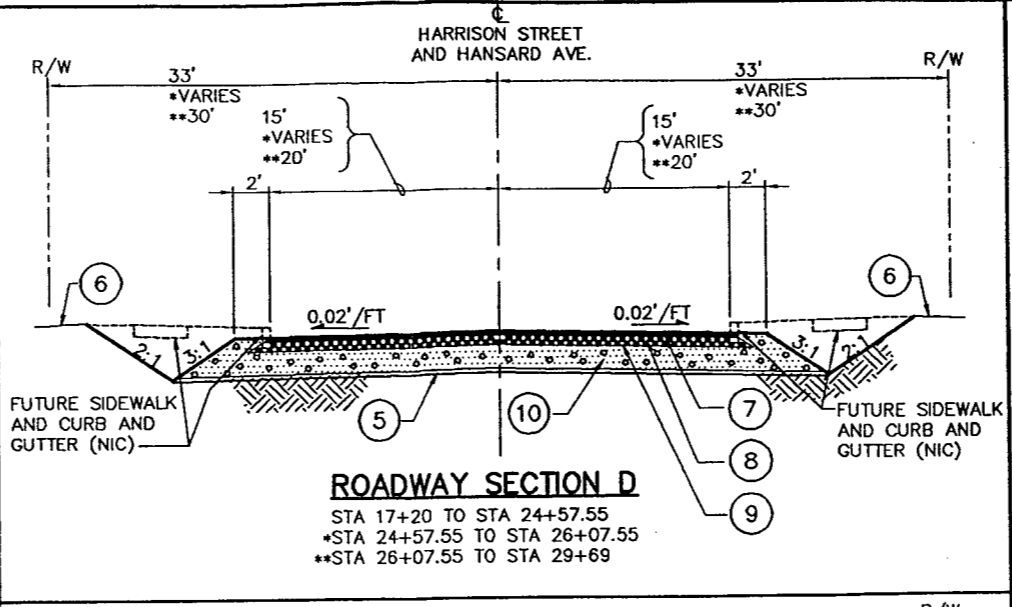
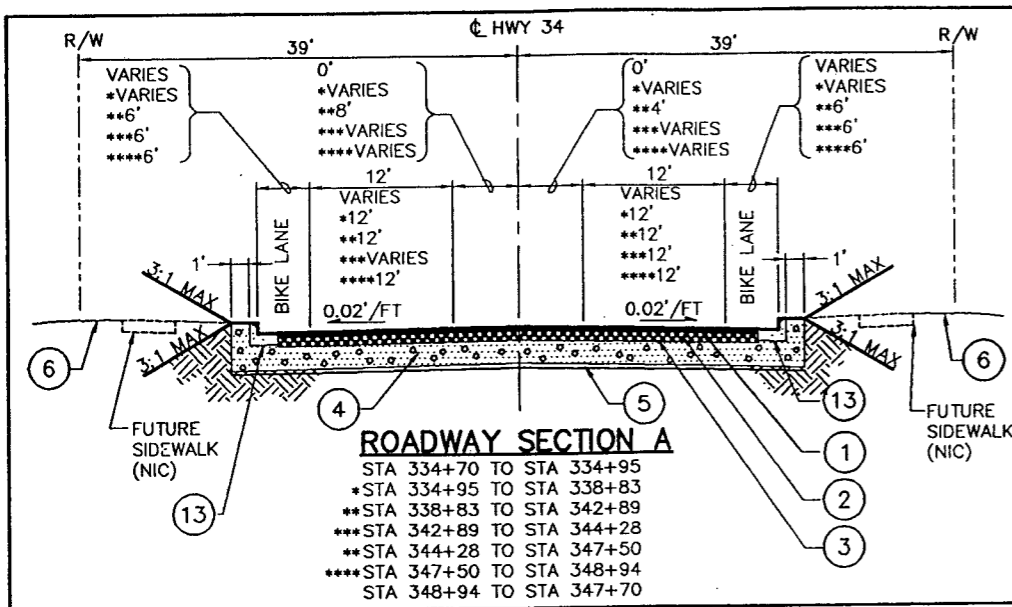
GENERAL NOTES

- VERTICAL DATUM IS LINN COUNTY, OREGON DATUM
- HORIZONTAL GRID SHOWN IS BASED ON OREGON STATE COORDINATE SYSTEM, NORTH ZONE, NAD (83) 91, SF.=0.999951781, THETA=-1°42'55.531".
- BASE MAP SURVEY INFORMATION WAS PROVIDED BY DEVCO ENGINEERING, INC.
- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE RULES AND REGULATIONS OF OSHA ALONG WITH ALL OTHER LOCAL, STATE AND FEDERAL SAFETY REGULATIONS.
- CONTRACTOR SHALL LOCATE AND PROTECT ALL EXISTING SURVEY MONUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY THE CITY AND COUNTY SURVEYOR'S OFFICE WHEN A SURVEY MONUMENT IS TO BE DESTROYED BY CONSTRUCTION. ALL MONUMENTS SHALL BE RESET BY A LICENSED LAND SURVEYOR.
- CONTRACTOR TO CALL UNDERGROUND UTILITIES LOCATE SERVICE A MINIMUM OF TWO WORKING DAYS PRIOR TO ANY EXCAVATION. THE KNOWN EXISTING UNDERGROUND UTILITIES ARE SHOWN ON THE DRAWINGS IN THEIR APPROXIMATE LOCATIONS. THERE ARE NO GUARANTEES, EXPRESSED OR IMPLIED, THAT ALL UTILITIES ARE SHOWN OR THAT LOCATIONS ARE ACCURATE. THE CONTRACTOR SHALL UNCOVER ALL INDICATED PIPING WHERE CROSSINGS, INTERFERENCE OR CONNECTIONS OCCUR, PRIOR TO TRENCHING OR EXCAVATING FOR ANY NEW PIPE OR STRUCTURES TO DETERMINE ACTUAL LOCATIONS AND SHALL MAKE THE APPROPRIATE PROVISIONS TO PROTECT SAID FACILITIES FROM DAMAGE.
- IN THE EVENT MORE THAN ONE STANDARD IS REFERENCED IN THE CONTRACT DOCUMENTS, THE MORE STRINGENT SHALL APPLY.
- ALL EXCAVATIONS SHALL BE DONE IN ACCORDANCE WITH ORS 757.541 TO 757.571.

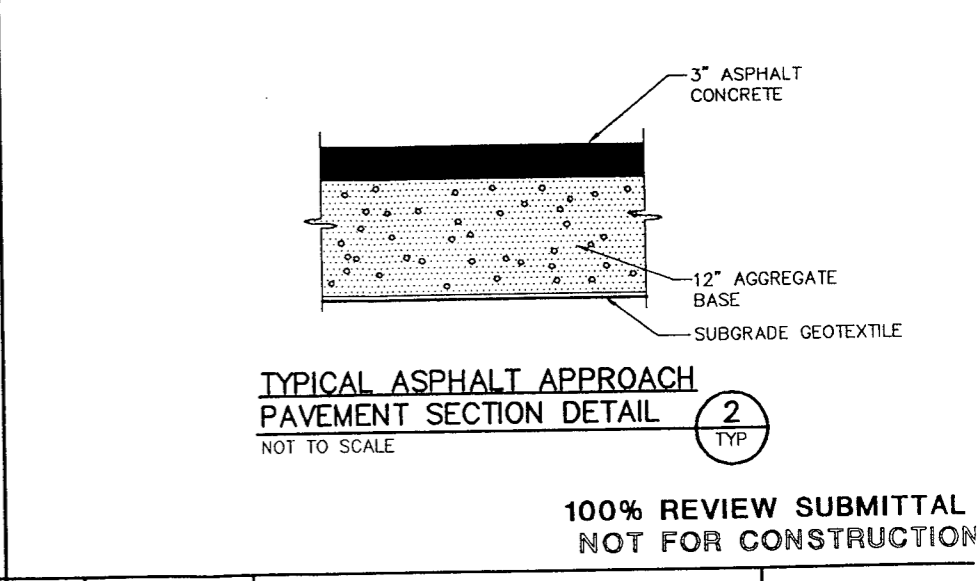
DETAIL AND SECTION DESIGNATION



| | | | | | |
|--|--|----------------|------------|---|--|
| | | DESIGNED BY | R.B. RICKS | CITY OF LEBANON 925 MAIN STREET LEBANON, OREGON | SHEET 2 OF 35 |
| | | DRAWN BY | R.B. RICKS | | |
| | | CHECKED BY | G.L. DRAKE | HANSARD AREA INFRASTRUCTURE IMPROVEMENTS | TITLE: LEGEND, NOTES ABBREVIATIONS, & SHEET LAYOUT |
| | | PROJECT NUMBER | 94705 | | |
| | | FILE NAME | 89201026 | | SCALE: NONE |
| | | NO. | DATE | DESCRIPTION OF REVISION | BY |



- LEGEND**
- ① ASPHALT CONCRETE WEARING COURSE CLASS B "MIX" NOMINAL THICKNESS - 2.66"
 - ② ASPHALT CONCRETE BASE COURSE CLASS B "MIX" NOMINAL THICKNESS - 2.66" (2ND LIFT)
 - ③ ASPHALT CONCRETE BASE COURSE CLASS B "MIX" NOMINAL THICKNESS - 2.66" (1ST LIFT)
 - ④ AGGREGATE BASE - 12"
 - ⑤ SUBGRADE GEOTEXTILE
 - ⑥ EXISTING GRADE
 - ⑦ ASPHALT CONCRETE WEARING COURSE CLASS B "MIX" NOMINAL THICKNESS - 3"
 - ⑧ ASPHALT CONCRETE BASE COURSE CLASS B "MIX" NOMINAL THICKNESS - 3" (2ND LIFT)
 - ⑨ ASPHALT CONCRETE BASE COURSE CLASS B "MIX" NOMINAL THICKNESS - 3" (1ST LIFT)
 - ⑩ AGGREGATE BASE - 12"
 - ⑪ ASPHALT CONCRETE WEARING COURSE CLASS B "MIX" NOMINAL THICKNESS - 2"
 - ⑫ ASPHALT CONCRETE BASE COURSE CLASS B "MIX" NOMINAL THICKNESS - 2" (1ST LIFT)
 - ⑬ STANDARD CURB AND GUTTER



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Parametrix, Inc.

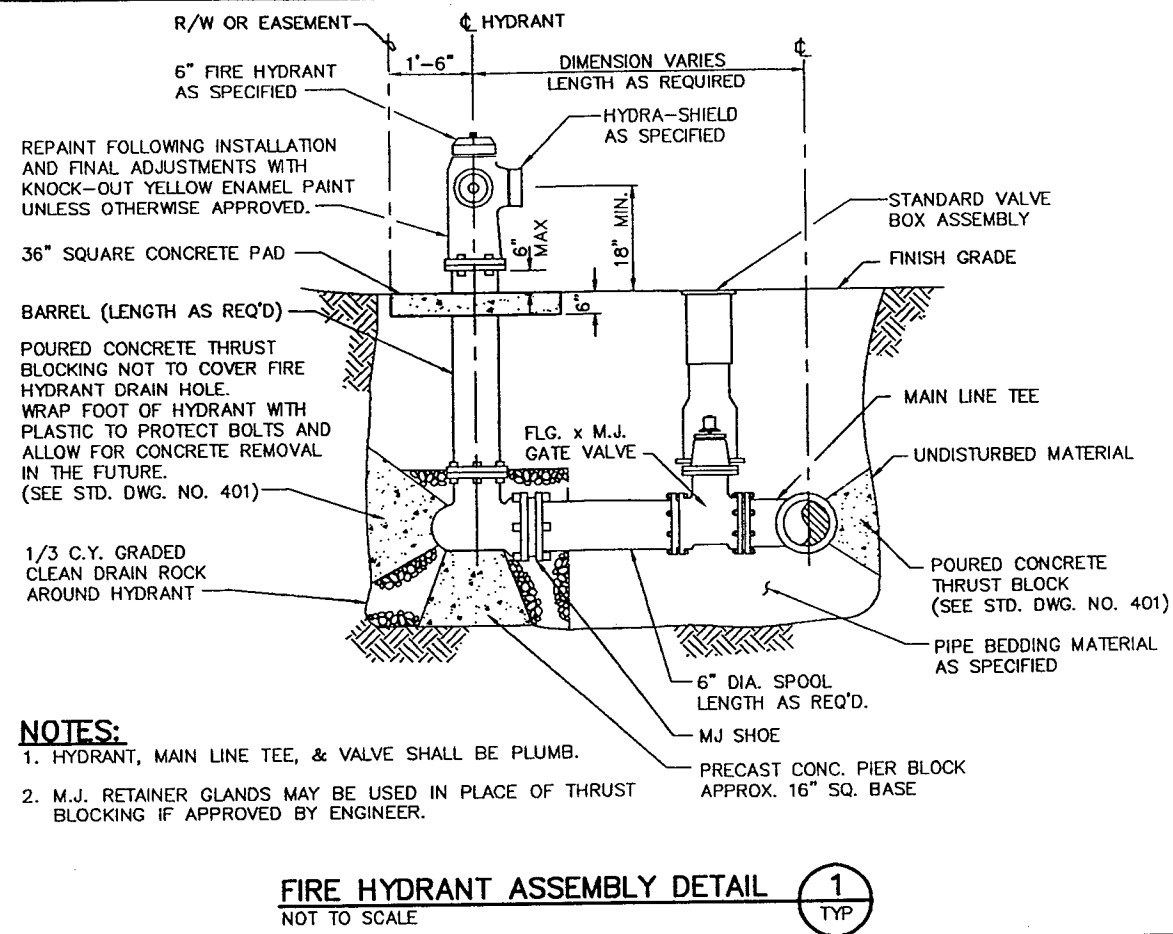
| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201002 |

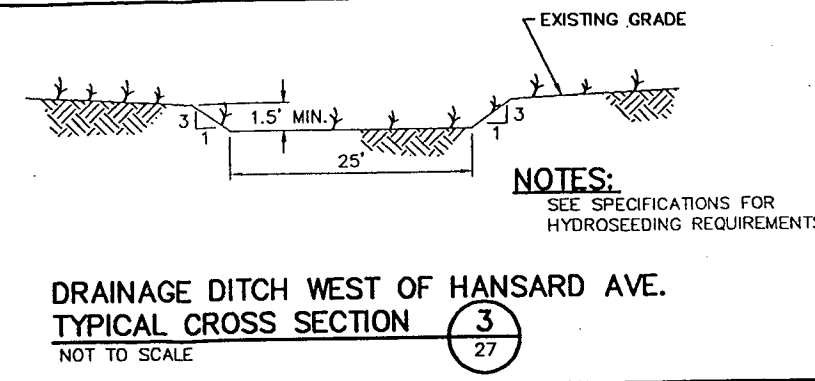
CITY OF LEBANON
 925 MAIN STREET
 LEBANON, OREGON

**HANSARD AREA
 INFRASTRUCTURE IMPROVEMENTS**

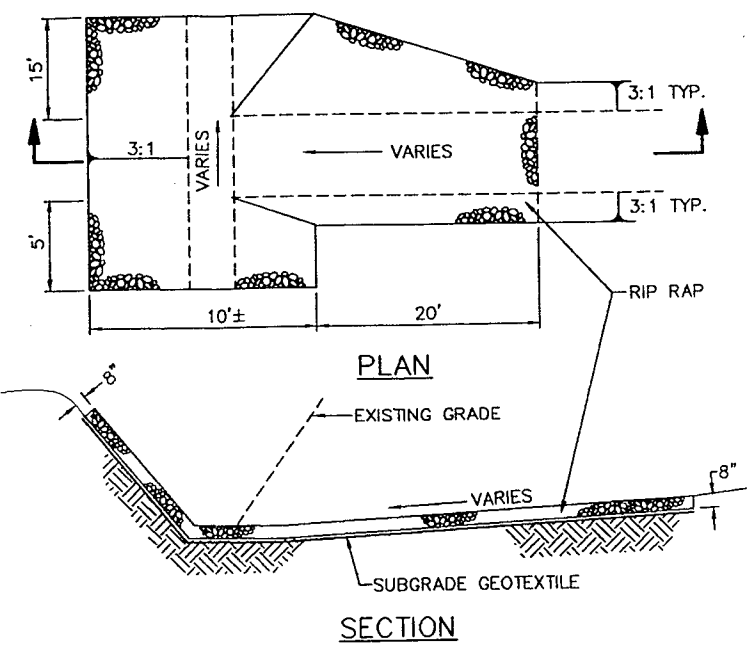
3 SHEET OF 3
 TITLE: TYPICAL SECTION AND DETAILS
 SCALE: NONE



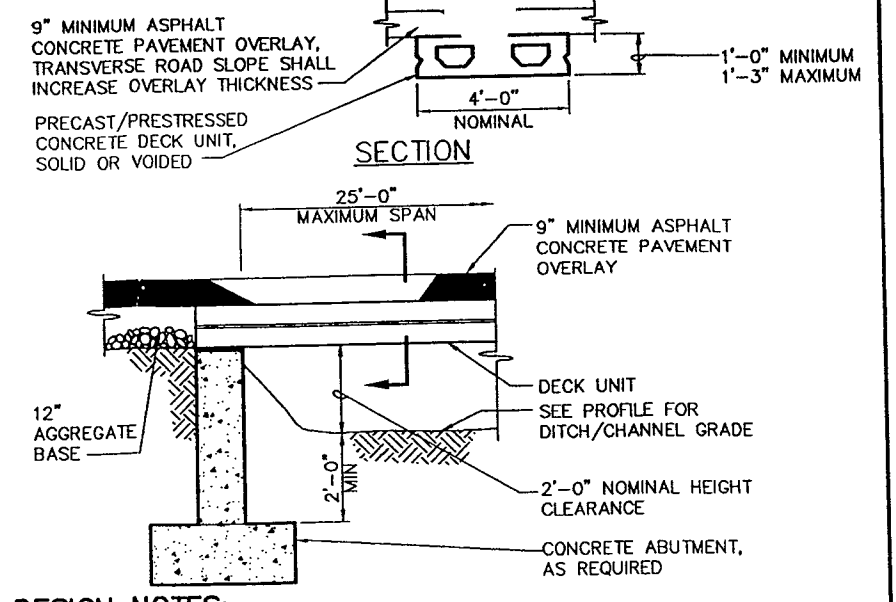
FIRE HYDRANT ASSEMBLY DETAIL (1) TYP
NOT TO SCALE



DRAINAGE DITCH WEST OF HANSARD AVE. TYPICAL CROSS SECTION (3) TYP
NOT TO SCALE

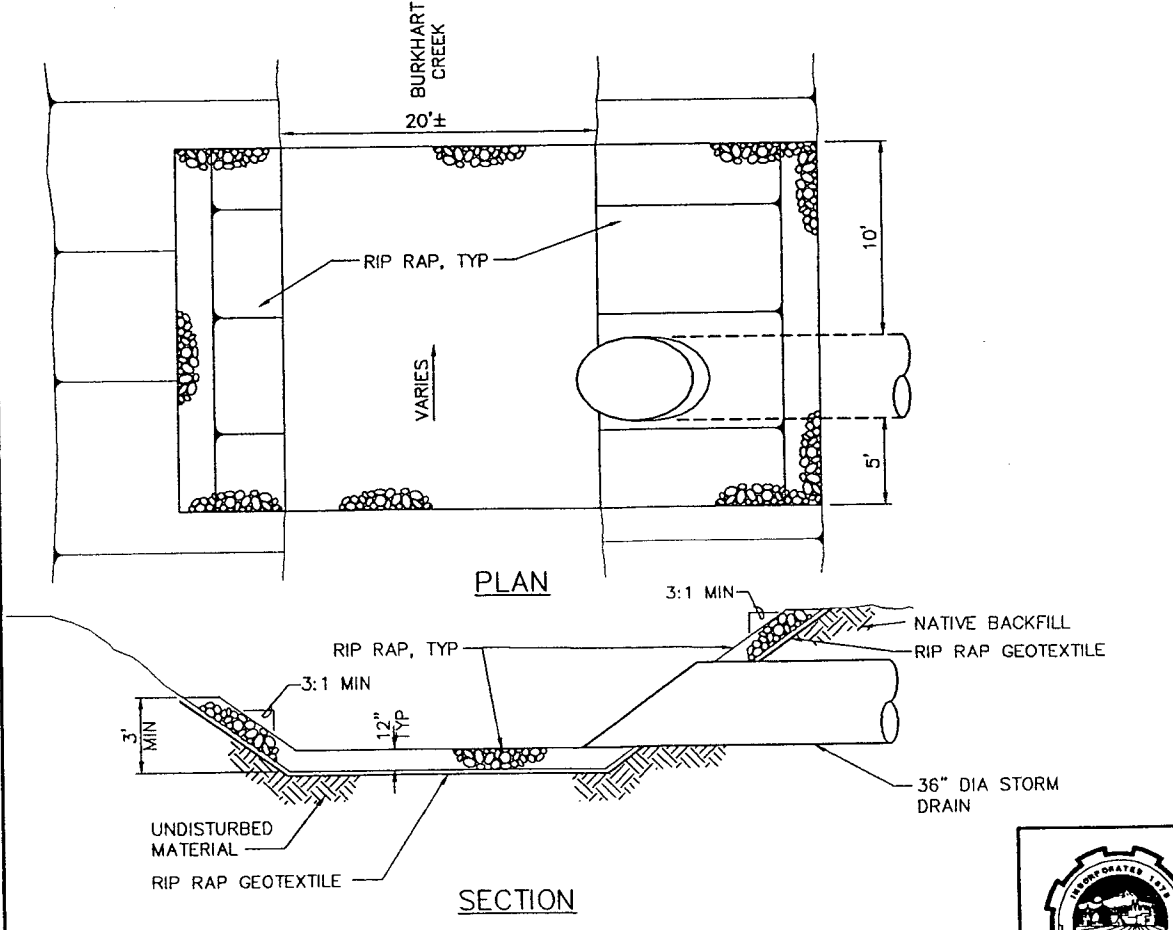


OUTLET TO EXISTING DRAINAGE DETAIL (4) TYP
NOT TO SCALE

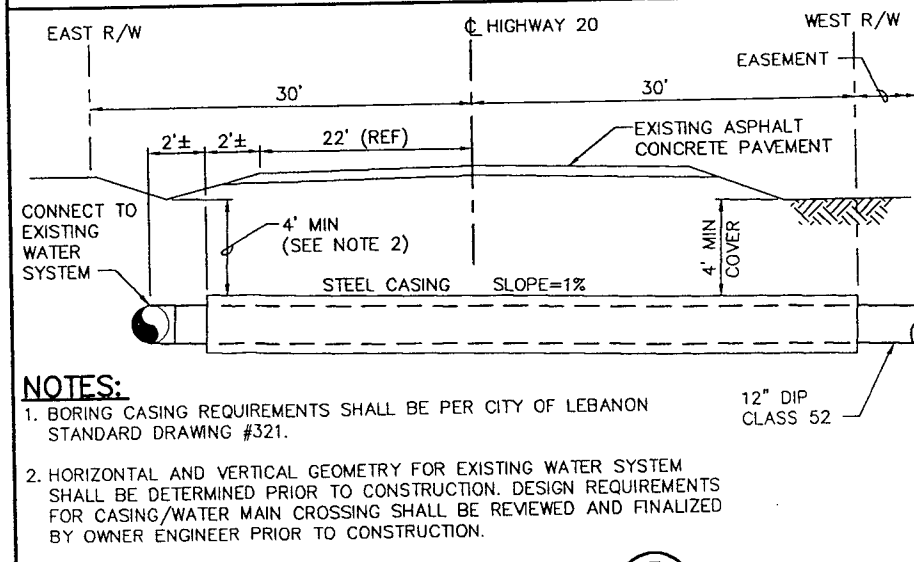


DESIGN NOTES:
ALL WORK SHALL CONFORM TO ODOT STANDARDS. DESIGN SHALL BE PERFORMED BY AN OREGON REGISTERED STRUCTURAL ENGINEER, AND SHALL BE SUBMITTED FOR REVIEW PRIOR TO START OF WORK. CONTRACTOR DESIGNED STRUCTURE SUBMITTAL SHALL INCLUDE ORIENTATION, LAYOUT, AND DESIGN FOR SLAB DECK, ABUTMENT FOOTINGS AND WALLS, WINGWALLS, END CONNECTORS, AND MEMBRANE WATERPROOFING (DECKSEAL).
LOADING
DESIGN LIVE LOAD HS25 PLUS IMPACT SUPERIMPOSED LOAD ASPHALT CONCRETE PAVEMENT OVERLAY.
REINFORCING
REINFORCING STEEL SHALL BE AASHTO M31, GRADE 60, PRESTRESSED STEEL SHALL BE AASHTO M203, GRADE 270 1/2\"/>

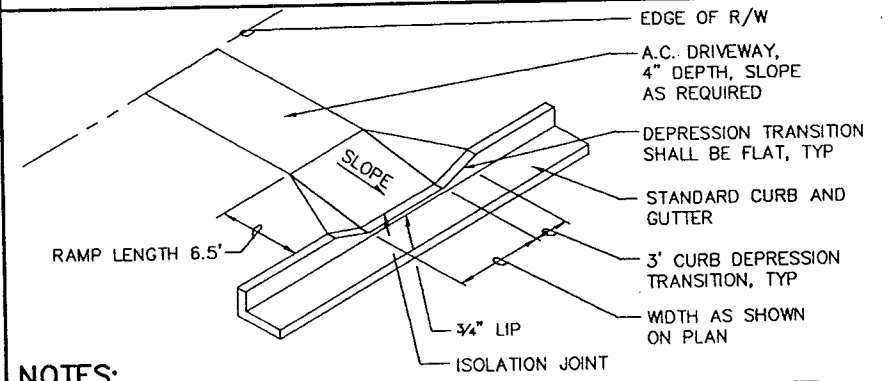
DECK UNIT DRAINAGE STRUCTURE DETAIL (6) TYP
NOT TO SCALE



OUTLET TO BURKHART CREEK AT HWY 34 DETAIL (2) TYP
NOT TO SCALE



BORING CROSSING DETAIL (5) TYP
NOT TO SCALE



ASPHALT CONCRETE DRIVEWAY APPROACH DETAIL (7) TYP
NOT TO SCALE



| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | S.R. NEWELL |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201030 |

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| CITY OF LEBANON | |
| 925 MAIN STREET | LEBANON, OREGON |
| HANSARD AREA INFRASTRUCTURE IMPROVEMENTS | |

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|----------------|-------------|
| 4 | SHEET OF 35 |
| TITLE: DETAILS | |
| SCALE: NONE | |

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1
DIM: 36"x36"
TYPE 'O'



2
DIM: 60"x24"
TYPE 'O'



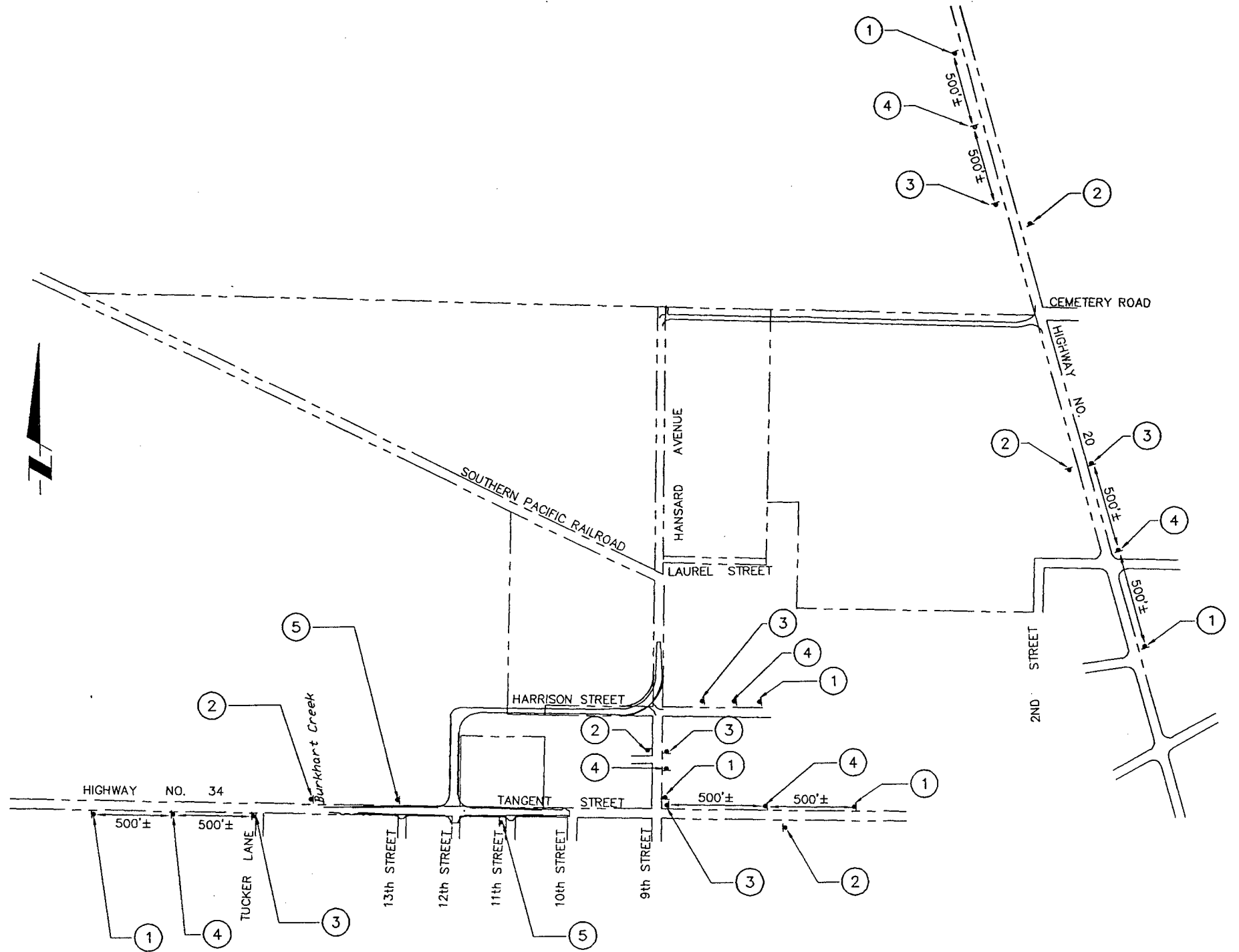
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DIM: 36"x36"
TYPE 'O'



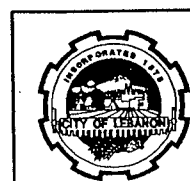
4
DIM: 36"x36"
TYPE 'O'



5
DIM: 30"x30"
TYPE 'O'



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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | G.L. ADAIR |
| CHECKED BY | X.R. FALCONI |
| PROJECT NUMBER | 94-705 |
| FILE NAME | 89201029 |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**

5 SHEET OF 35

TITLE: **TEMPORARY TRAF PROTECTION**

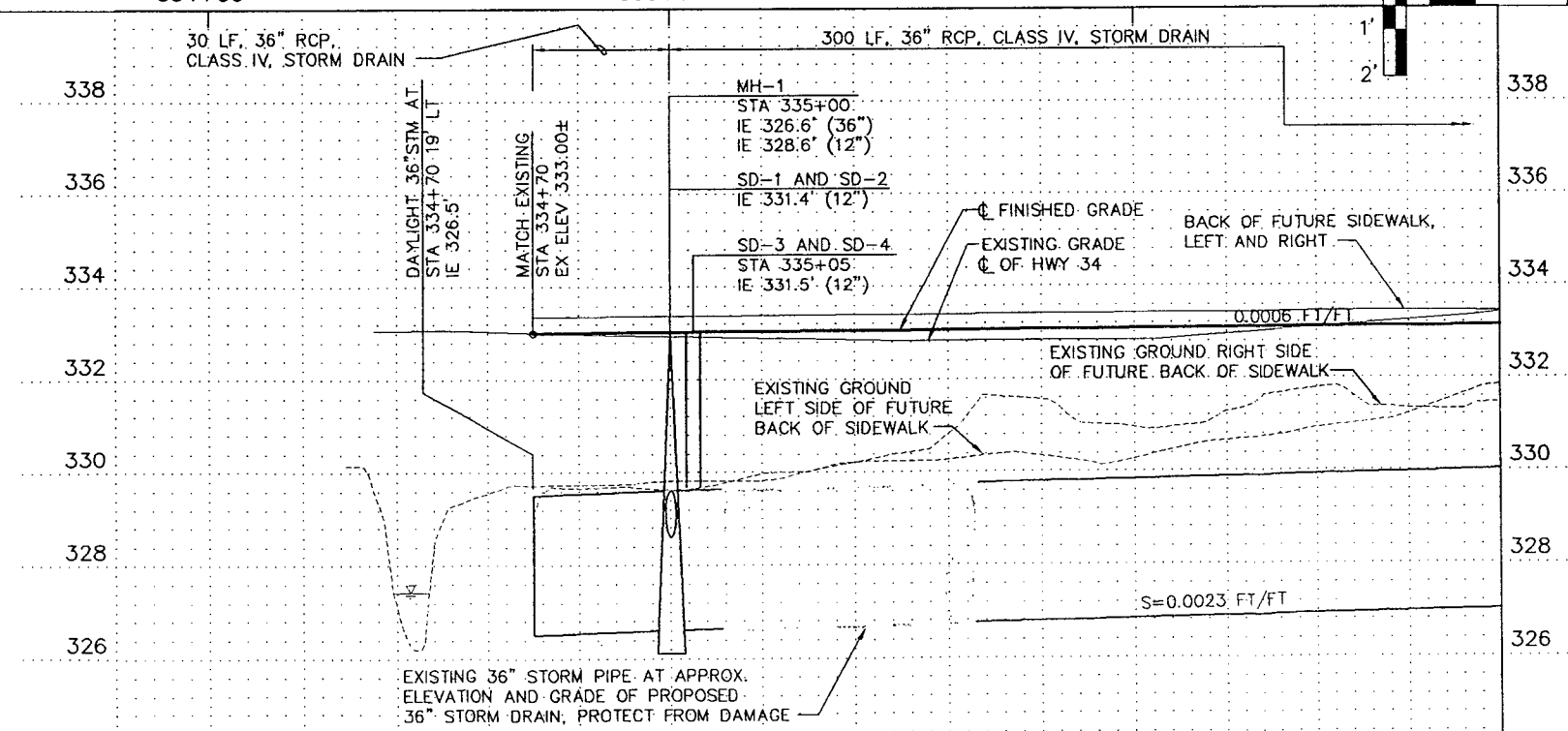
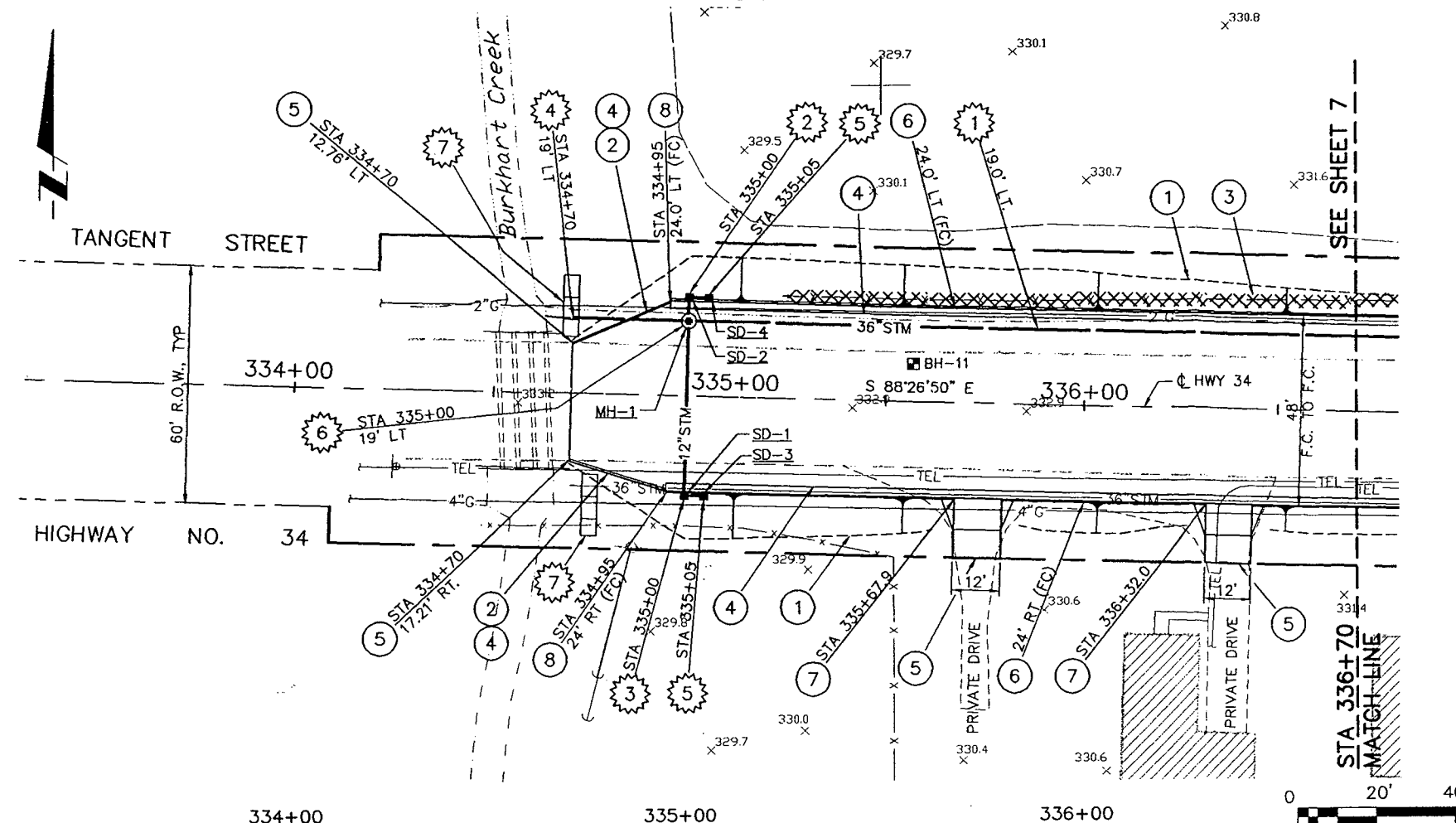
SCALE: 1"=400'

CONSTRUCTION NOTES

- ① APPROXIMATE SLOPE LINE FOR CUT/FILL
- ② CONSTRUCT TRANSITION FROM EXISTING PAVEMENT TO FULL DESIGN SECTION. TRANSITION PAVEMENT PER TYPICAL SECTION A. ADJUST ELEVATION OF TRANSITION PAVEMENT EDGE TO ASSURE PROPER DRAINAGE.
- ③ REMOVE EXISTING FENCE
- ④ EDGE OF PAVEMENT
- ⑤ MATCH TO EXISTING
- ⑥ TYPICAL CURB AND GUTTER
- ⑦ ASPHALT CONCRETE DRIVEWAY APPROACH SEE DETAIL $\frac{7}{4}$
- ⑧ BEGIN TYPICAL CURB AND GUTTER
- ① CONSTRUCT 36" DIA STORM DRAIN, SEE PROFILE FOR SLOPE AND INVERT ELEVATION.
- ② CONSTRUCT 5 L.F. 12" STORM DRAIN AND INSTALL PRECAST CURB INLET.
- ③ CONSTRUCT 43 L.F. 12" STORM DRAIN AND INSTALL PRECAST CURB INLET. MODIFY CURB INLET TO PROVIDE 3" SUMP TO PERMIT CLEARANCE ABOVE EXISTING 36" STORM PIPE. VERIFY EXISTING ELEVATION PRIOR TO OBTAINING INLET.
- ④ DAYLIGHT 36" STORM DRAIN AT BURKHART CREEK. PROVIDE DITCH TO CREEK AS NEEDED.
- ⑤ CONSTRUCT 5 LF 12" STORM DRAIN AND INSTALL PRECAST CURB INLET. MODIFY CURB INLET TO PROVIDE 3" SUMP TO PERMIT CLEARANCE ABOVE EXISTING 36" STORM PIPE. VERIFY EXISTING ELEVATION PRIOR TO OBTAINING INLET.
- ⑥ PROVIDE 48" PRECAST STORM MANHOLE TYPE II WITH 12" SUMP PER ASSOCIATE CONCRETE PRODUCTS, TUALATIN, OREGON
- ⑦ INSTALL STRAW BALE CHECK DAM PER SPECIFICATIONS

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.
- 3. PROVIDE CLASS B BACKFILL FOR ALL STORM PIPES AND LATERALS.



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Parametrix, Inc.

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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201003 |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON


**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**
STA 334+70 TO STA 336+70





6 SHEET OF 35

TITLE: **HIGHWAY 34
PLAN AND PROFILE**

SCALE: HORIZ: 1"=20' VERT: 1"=2'

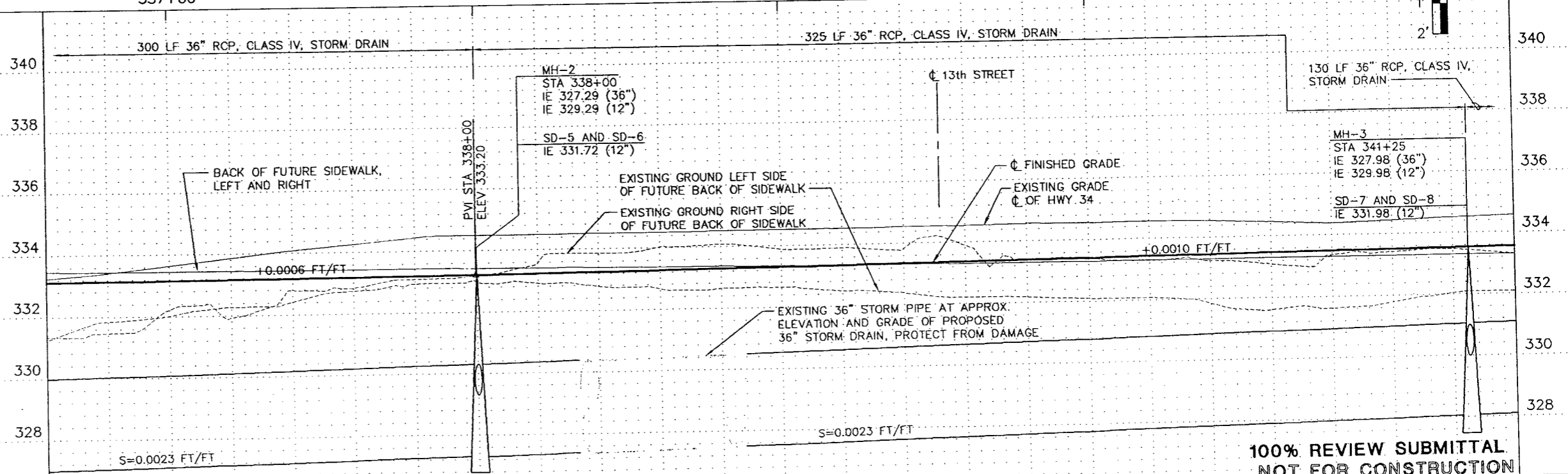
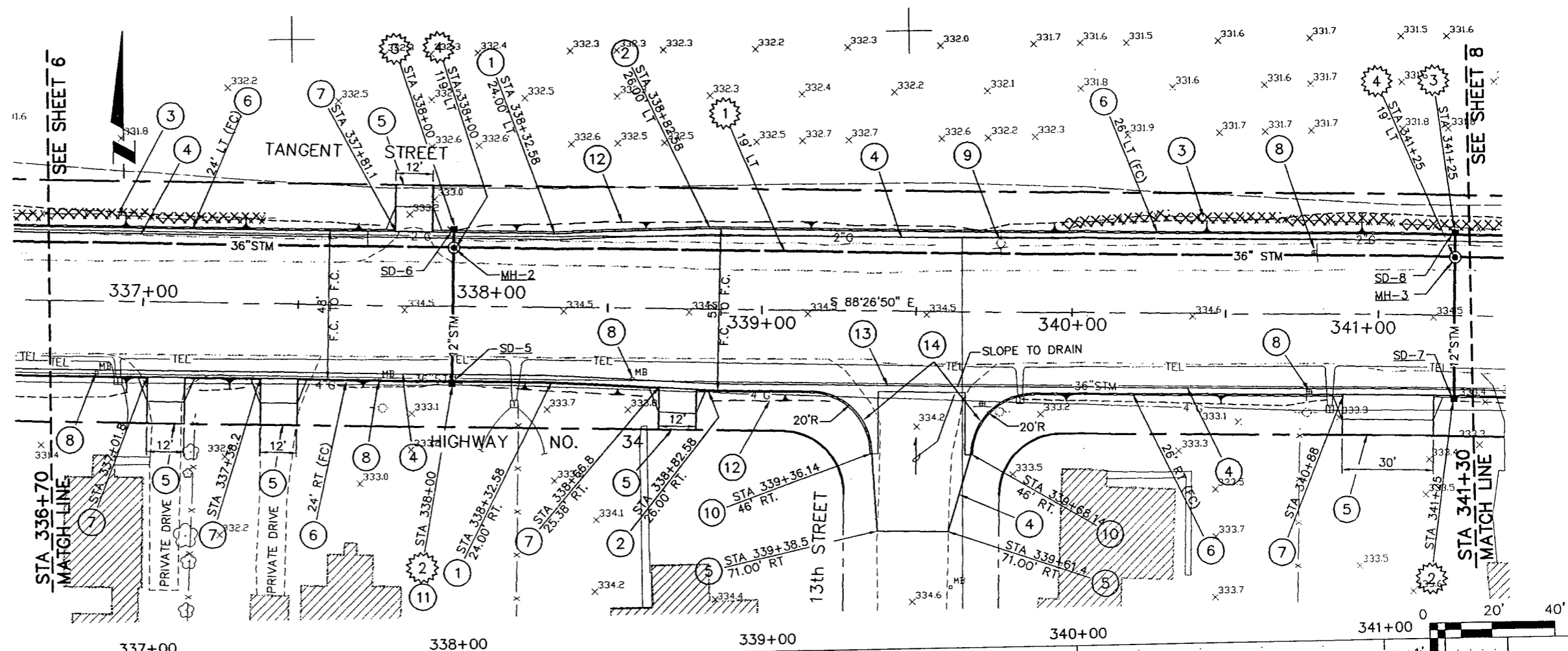
CONSTRUCTION NOTES

- 1 BEGIN 25:1 TAPER
- 2 END TAPER
- 3 REMOVE EXISTING FENCE
- 4 EDGE OF PAVEMENT
- 5 MATCH TO EXISTING
- 6 TYPICAL CURB AND GUTTER
- 7 ASPHALT CONCRETE DRIVEWAY APPROACH SEE DETAIL 
- 8 RELOCATE MAILBOX OR SIGN BEHIND CURB AND GUTTER PER STANDARD DETAIL #215
- 9 UTILITY POLE TO BE RELOCATED BY OTHERS
- 10 END CURB AND GUTTER
- 11 GAS MAIN TO BE RELOCATED BY OTHERS
- 12 APPROXIMATE SLOPE LINE FOR CUT/FILL
- 13 CONSTRUCT SYMETRICAL VALLEY GUTTER ACROSS INTERSECTION PER STANDARD DETAIL #207
- 14 PROVIDE DEPRESSED CURB FOR FUTURE PERPENDICULAR CURB RAMP (TYPE 2) PER STANDARD DETAIL #206

-  1 CONSTRUCT 36" DIA STORM DRAIN, SEE PROFILE FOR SLOPE AND INVERT ELEVATION
-  2 CONSTRUCT 43 L.F. 12" STORM DRAIN AND INSTALL PRECAST CURB INLET. MODIFY CURB INLET TO PROVIDE 3" SUMP TO PERMIT CLEARANCE ABOVE EXISTING 36" STORM PIPE. VERIFY EXISTING ELEVATIONS PRIOR TO OBTAINING INLET
-  3 CONSTRUCT 5 L.F. 12" STORM DRAIN AND INSTALL PRECAST CURB INLET
-  4 PROVIDE 48" PRECAST STORM MANHOLE, TYPE II, WITH 12" SUMP PER ASSOCIATED CONCRETE PRODUCTS, TUALATIN, OREGON

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.
- 3. PROVIDE CLASS B BACKFILL FOR ALL STORM PIPE AND LATERALS.



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

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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201004 |

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| CITY OF LEBANON | |
| 925 MAIN STREET | LEBANON, OREGON |
| HANSARD AREA INFRASTRUCTURE IMPROVEMENTS | |
| STA 336+70 TO STA 341+30 | |

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| 7 | SHEET | 35 |
| | OF | |
| TITLE: HIGHWAY 34 PLAN AND PROFIL | | |
| SCALE: HORIZ: 1"=20' VERT: 1"= | | |

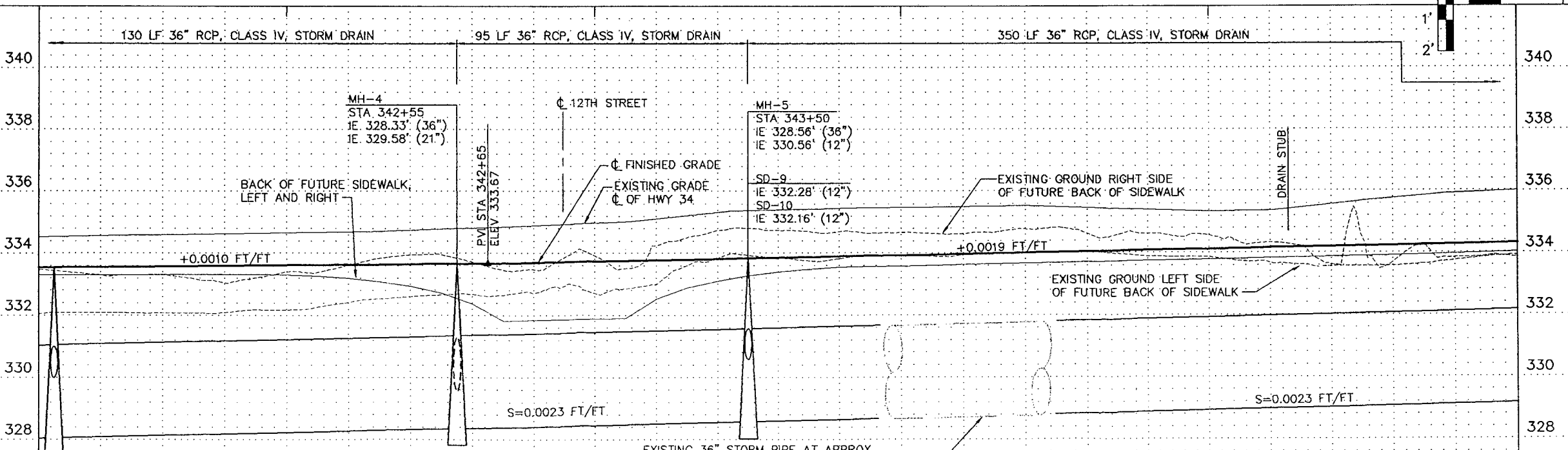
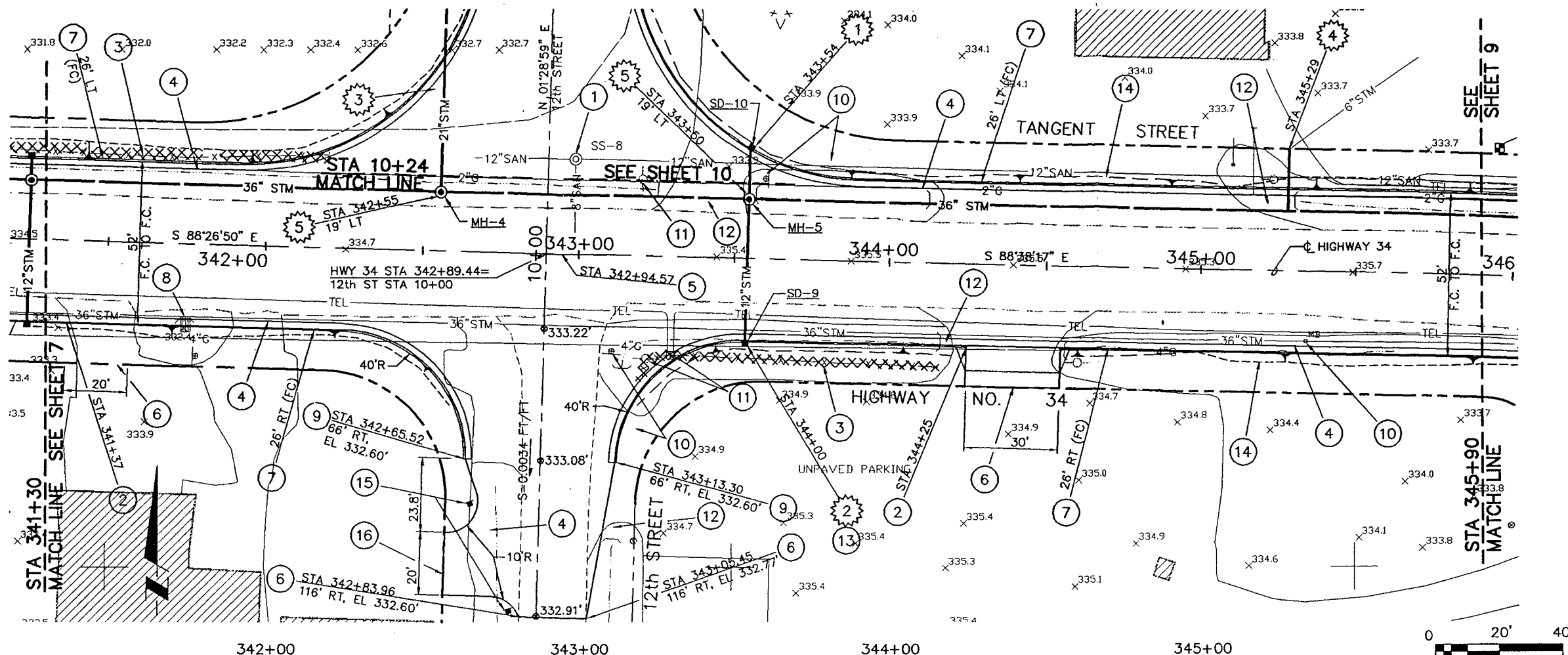
CONSTRUCTION NOTES

- 1 ADJUST MANHOLE TO MATCH PROPOSED GRADE
- 2 ASPHALT CONCRETE DRIVEWAY APPROACH SEE DETAIL 
- 3 REMOVE EXISTING FENCE
- 4 EDGE OF PAVEMENT
- 5 ANGLE POINT
- 6 MATCH TO EXISTING
- 7 TYPICAL CURB AND GUTTER
- 8 REMOVE EXISTING INLET AND PLUG EXISTING STORM DRAIN LEAD. 36"STM SHALL REMAIN IN SERVICE
- 9 END CURB AND GUTTER
- 10 RELOCATE MAILBOX OR SIGN BEHIND CURB AND GUTTER PER STANDARD DETAIL
- 11 UTILITY POLE AND TELEPHONE BOX TO BE RELOCATED BY OTHERS
- 12 REMOVE EXISTING CULVERT
- 13 GAS MAIN TO BE RELOCATED BY OTHERS
- 14 APPROXIMATE SLOPE LINE FOR CUT/FILL
- 15 PROVIDE W-1 DELINEATOR ON TYPE I POST
- 16 MATCH EXISTING, ASPHALT APPROACH, SEE DETAIL 

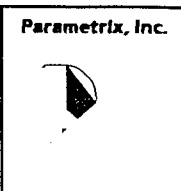
-  CONSTRUCT 13 LF 12" STORM DRAIN AND INSTALL PRECAST CURB INLET
-  CONSTRUCT 43 LF 12" STORM DRAIN AND INSTALL PRECAST CURB INLET. MODIFY CURB INLET TO PROVIDE 3" SUMP TO PERMIT CLEARANCE ABOVE EXISTING 36" STORM PIPE. VERIFY EXISTING ELEVATIONS PRIOR TO OBTAINING INLET
-  SEE SHEET 10
-  CONSTRUCT 20 L.F. 6" CSP, CLASS 2, STORM DRAIN STUB TO EXISTING AT S=0.005 FT/FT AND CONNECT TO EXISTING 6"STM, FIELD VERIFY EXISTING STM LOCATION AND SIZE
-  PROVIDE 48" PRECAST STORM MANHOLE TYPE II WITH 12" SUMP PER ASSOCIATED CONCRETE PRODUCTS, TUALATIN, OR.

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.
- 3. PROVIDE CLASS B BACKFILL FOR ALL STORM PIPE AND LATERALS.



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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201005 |

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| CITY OF LEBANON | |
| 925 MAIN STREET LEBANON, OREGON | |
| HANSARD AREA INFRASTRUCTURE IMPROVEMENTS | |
| STA 341+30 TO STA 345+90 | |

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| 8 | SHEET | 35 |
| | OF | |
| TITLE: HIGHWAY 34 PLAN AND PROFILE | | |
| SCALE: HORIZ: 1"=20' VERT: 1"=2' | | |

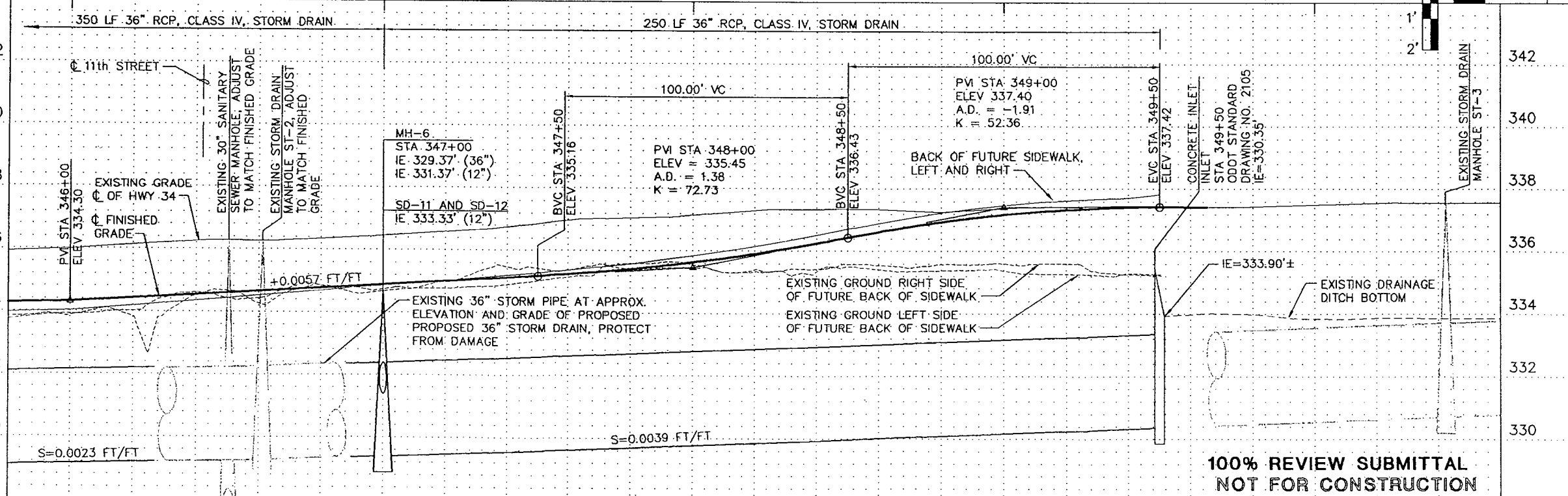
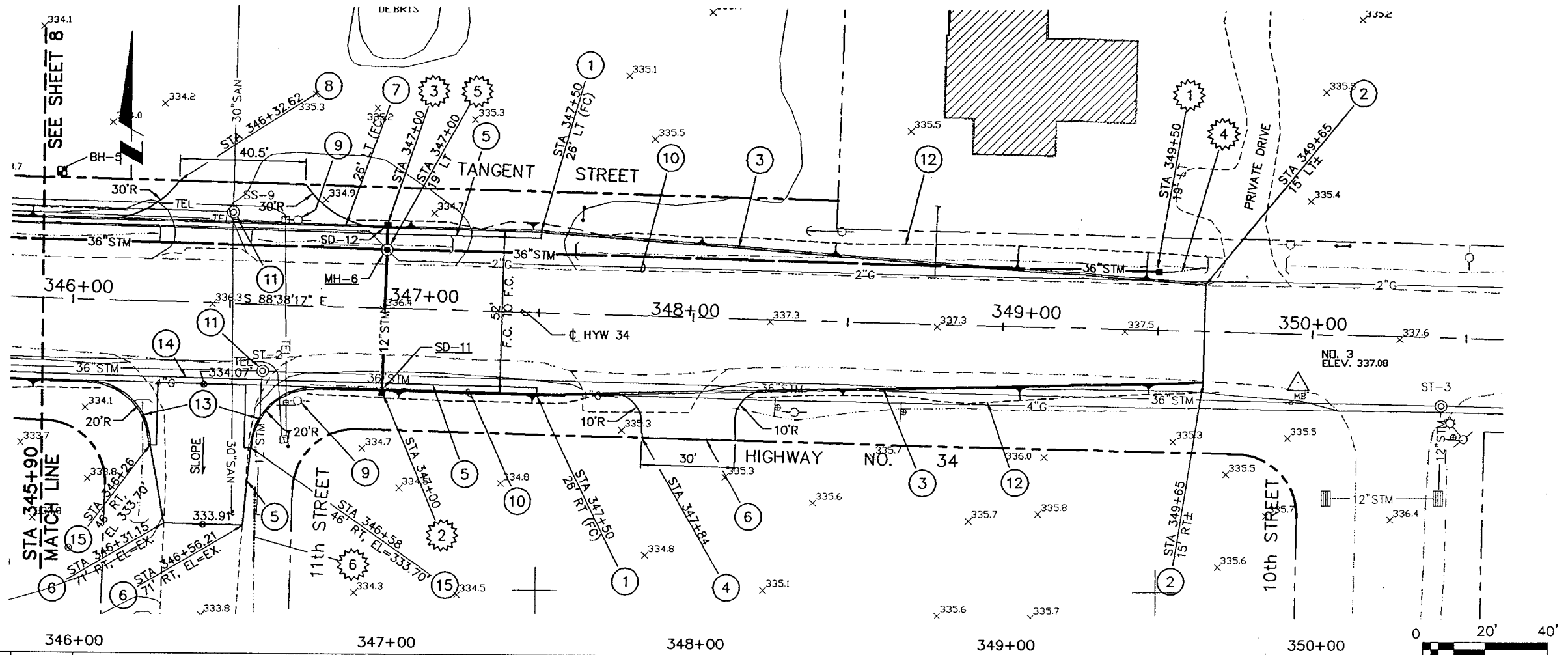
CONSTRUCTION NOTES

- 1 BEGIN 20:1 TAPER
END CURB AND GUTTER
- 2 END TAPER, MATCH TO EXISTING PAVEMENT
- 3 PROVIDE EXTRUDED AC BONDED CURB AT
TRANSITION SECTION
- 4 PROVIDE DEPRESSED EXTRUDED AC BONDED
CURB AT DRIVEWAY ENTRANCE PER STANDARD
DETAIL DRIVEWAY APPROACH SHALL BE
GRAVEL WITH NO CONCRETE APRON
- 5 EDGE OF PAVEMENT
- 6 MATCH TO EXISTING PAVEMENT
- 7 TYPICAL CURB AND GUTTER
- 8 PROVIDE COMMERCIAL DRIVEWAY PER
STANDARD DETAIL 207
- 9 UTILITY POLE WILL BE RELOCATED BY OTHERS
PRIOR TO CONSTRUCTION
- 10 GAS MAIN WILL BE RELOCATED BY OTHERS
PRIOR TO CONSTRUCTION
- 11 ADJUST MANHOLE RIM AND COVER TO
MATCH FINISHED GRADE
- 12 APPROXIMATE SLOPE LINE FOR CUT/FILL
- 13 PROVIDE DEPRESSED CURB FOR FUTURE
PERPENDICULAR CURB RAMP (TYPE 2)
PER STANDARD DRAWING #206
- 14 CONSTRUCT SYMMETRICAL VALLEY GUTTER
ACROSS INTERSECTION PER STANDARD
DRAWING #207
- 15 END CURB AND GUTTER

- 1 PROVIDE TYPE I CONCRETE DROP INLET PER
P.I.P.E., INC., PORTLAND OREGON. FIELD
VERIFY EXISTING DRAINAGE DITCH BOTTOM.
INSTALL GRATE TO MATCH EXISTING DITCH
BOTTOM
- 2 CONSTRUCT 43 L.F. 12" STORM DRAIN AND
INSTALL PRECAST CURB INLET. MODIFY CURB
INLET TO PROVIDE 3" SUMP TO PERMIT
CLEARANCE ABOVE EXISTING 36" STORM PIPE.
VERIFY EXISTING ELEVATIONS PRIOR TO
OBTAINING INLET
- 3 CONSTRUCT 7 L.F. 12" STORM DRAIN AND
INSTALL PRECAST CURB INLET
- 4 DIRECT EXISTING DRAINAGE DITCH
FLOW INTO INLET
- 5 PROVIDE 48" PRECAST STORM MANHOLE
TYPE II WITH 12" SUMP PER ASSOCIATED
CONCRETE PRODUCTS, TUALATIN, OREGON
- 6 PROVIDE DRAINAGE FROM ASPHALT CONCRETE
PAVEMENT TO EXISTING DITCH

GENERAL NOTES

1. SEE TYPICAL SECTIONS SHEET 3 FOR
ADDITIONAL INFORMATION.
2. PROTECT EXISTING UTILITIES FROM DAMAGE
DURING CONSTRUCTION.
3. PROVIDE CLASS B BACKFILL FOR ALL STORM
PIPES AND LATERALS.



**100% REVIEW SUBMITTAL
NOT FOR CONSTRUCTION**



| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201006 |

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| CITY OF LEBANON | |
| 925 MAIN STREET | LEBANON, OREGON |
| HANSARD AREA INFRASTRUCTURE IMPROVEMENTS | |
| STA 345+90 TO STA 349+70 | |

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| 9 | SHEET | 35 |
| OF | | |
| TITLE: HIGHWAY 34 PLAN AND PROFILE | | |
| SCALE: HORIZ: 1"=20' VERT: 1"=2' | | |

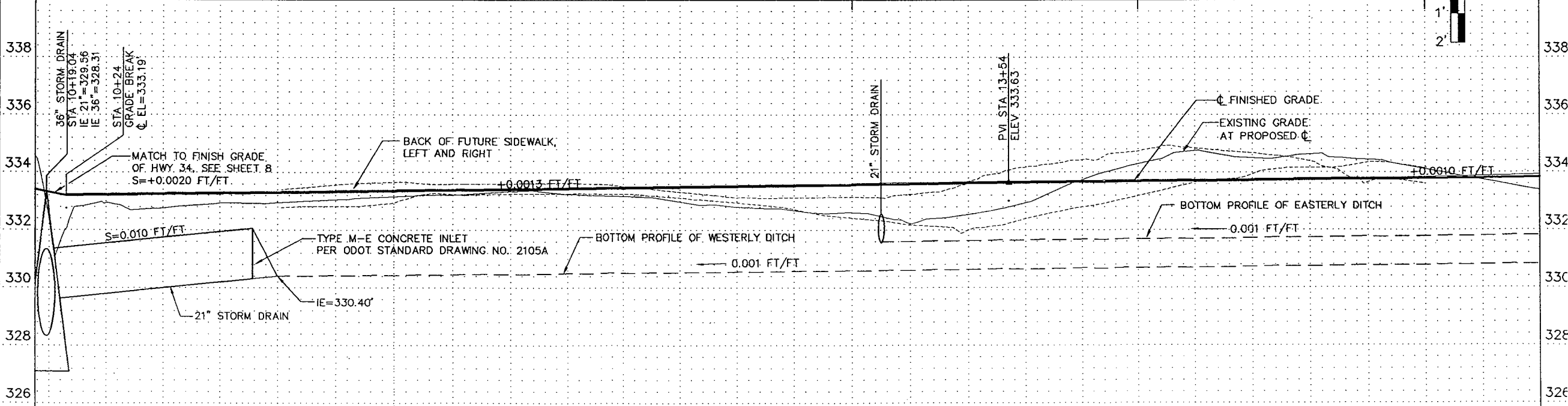
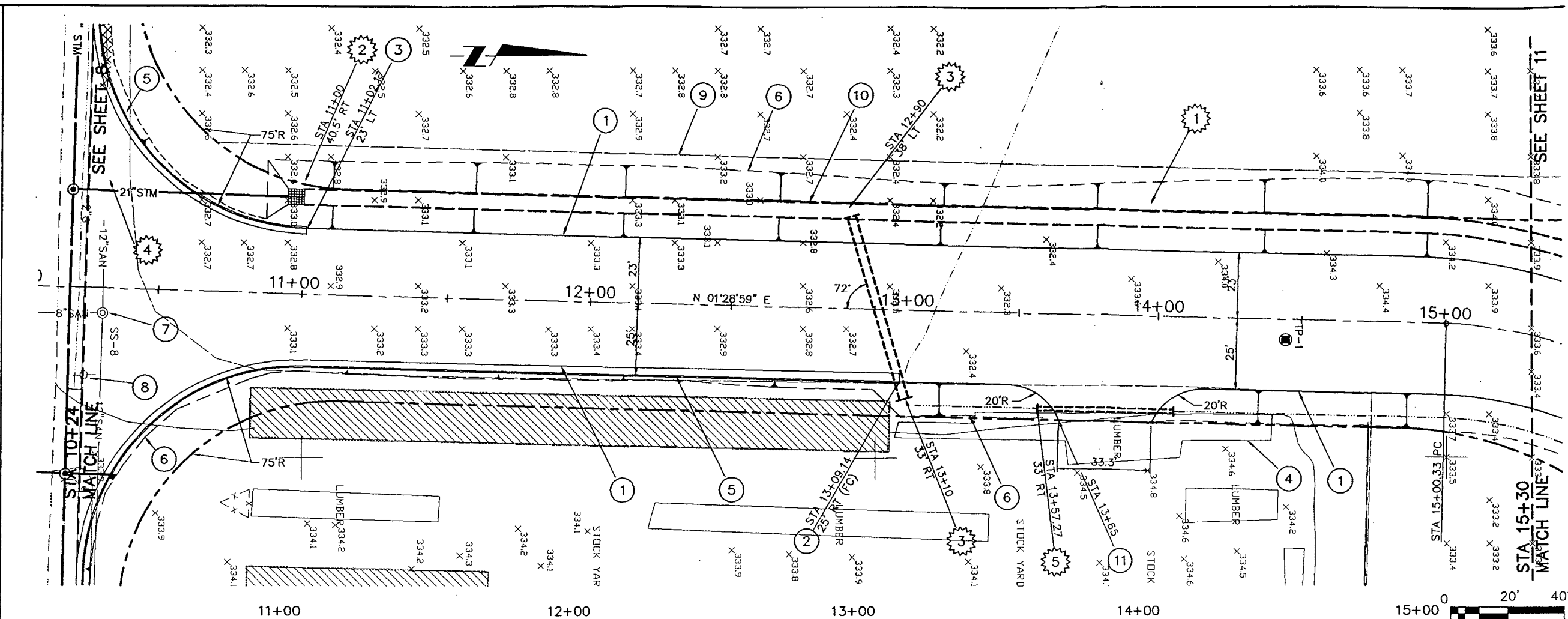
CONSTRUCTION NOTES

- ① EDGE OF PAVEMENT
- ② BEGIN CURB AND GUTTER
- ③ END CURB AND GUTTER
- ④ LUMBER STOCKPILE TO BE REMOVED BY OTHERS
- ⑤ TYPICAL CURB AND GUTTER
- ⑥ APPROXIMATE SLOPE LINE FOR CUT/FILL
- ⑦ ADJUST MANHOLE TO MATCH PROPOSED GRADE
- ⑧ UTILITY POLE AND TELEPHONE BOX BE RELOCATED BY OTHERS
- ⑨ EASEMENT
- ⑩ ROW
- ⑪ MATCH TO EXISTING

- ① CONSTRUCT DRAINAGE DITCH, SEE TYPICAL SECTION B
- ② PROVIDE TYPE M-E CONCRETE INLET PER ODOT STANDARD DRAWING NO. 2105A
- ③ PROVIDE 70 LF 12" CSP, CLASS 3 STORM DRAIN, BEVELED AT INLET AND OUTLET, INLET IE=331.55', OUTLET IE=330.60'
- ④ CONSTRUCT 60 LF. 21" CSP, CLASS 3 STORM DRAIN, SLOPE=0.0050 FT/FT
- ⑤ PROVIDE 49 LF. 12" CSP, CLASS 3 STORM DRAIN, SLOPE=0.001

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.
- 3. PROVIDE CLASS B BACKFILL FOR ALL STORM PIPE, LATERALS, AND CULVERTS.



**100% REVIEW SUBMITTAL
NOT FOR CONSTRUCTION**



| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201007 |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**
STA 10+24 TO STA 15+30

10 SHEET OF 35

TITLE: **12th STREET
PLAN AND PROFILE**

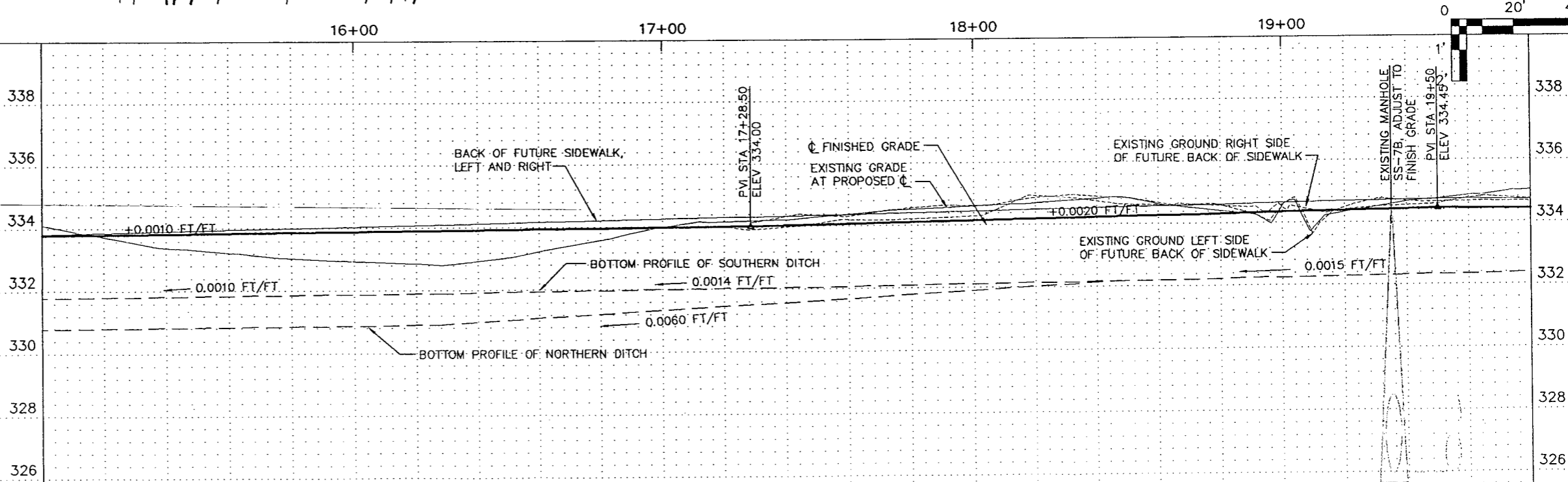
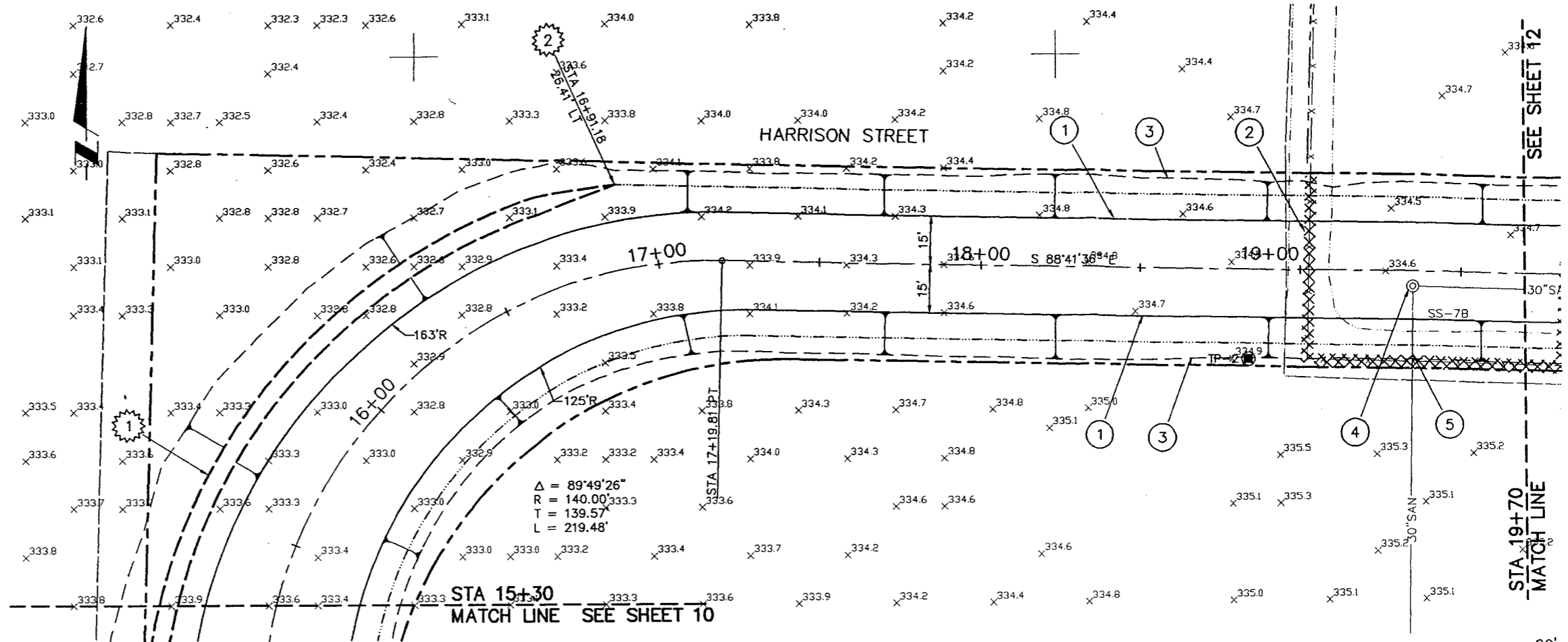
SCALE: HORIZ: 1"=20' VERT: 1"=2'

CONSTRUCTION NOTES

- ① EDGE OF PAVEMENT
- ② REMOVE EXISTING FENCE
- ③ APPROXIMATE SLOPE LINE FOR CUT/FILL
- ④ ADJUST MANHOLE RIM AND COVER TO MATCH FINISH GRADE
- ⑤ CONTRACTOR TO VERIFY DEPTH OF EXISTING UTILITY
- ① CONSTRUCT DRAINAGE DITCH, SEE TYPICAL SECTION D
- ② BEGIN TRANSITION TO FLAT BOTTOM DRAINAGE DITCH. LENGTH OF TRANSITION TO 5.5' BOTTOM WIDTH SHALL BE 25'

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.



| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201008 |

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| CITY OF LEBANON | |
| 925 MAIN STREET | LEBANON, OREGON |
| HANSARD AREA INFRASTRUCTURE IMPROVEMENTS | |
| STA 15+30 TO STA 19+70 | |

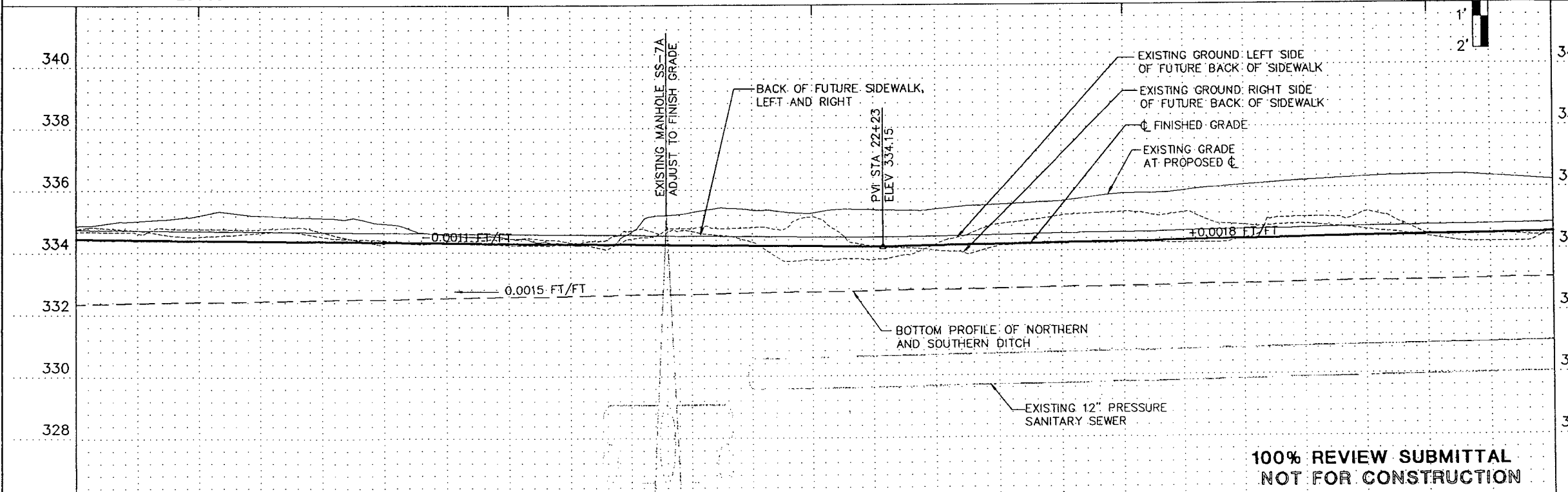
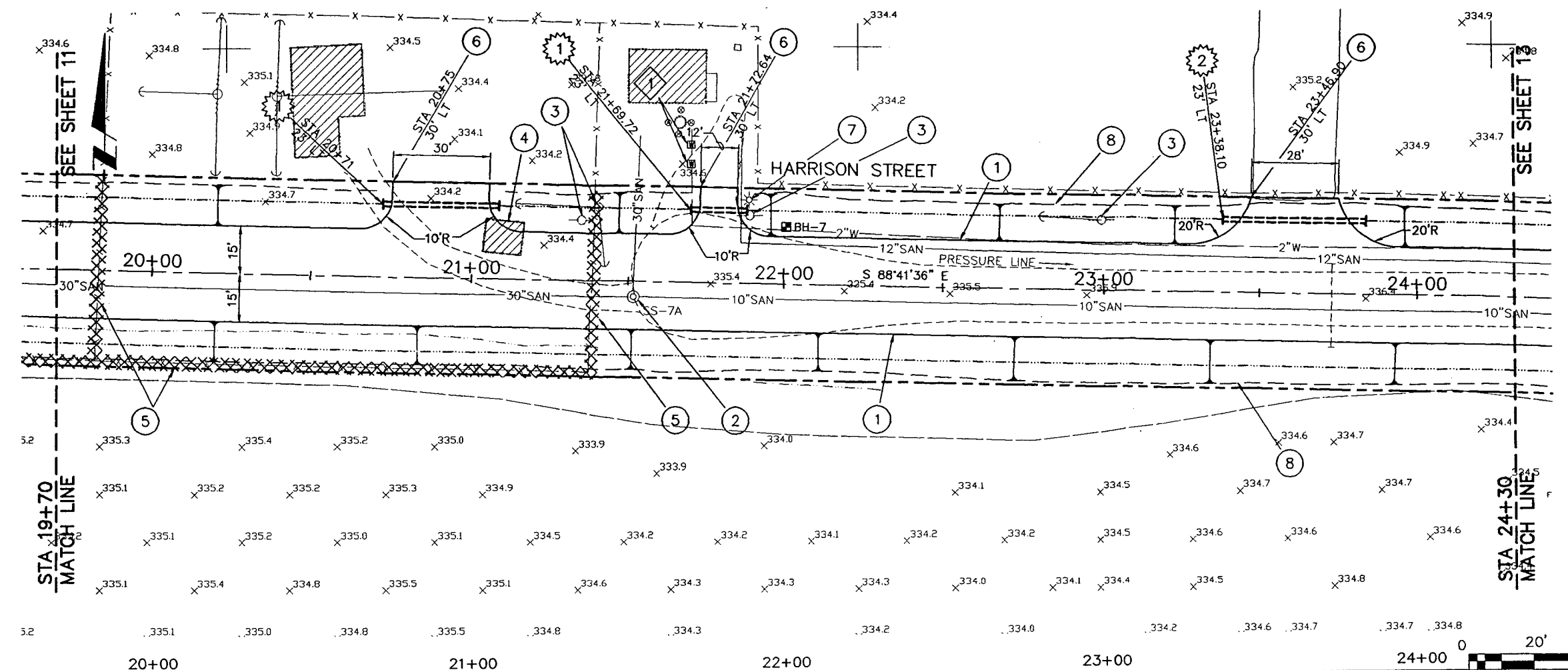
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|--|-------|---|
| 11 | SHEET | 3 |
| OF | | 3 |
| TITLE: HARRISON STR PLAN AND PRC | | |
| SCALE: HORIZ: 1"=20' VERT: | | |

CONSTRUCTION NOTES

- ① EDGE OF PAVEMENT
- ② ADJUST MANHOLE RIM AND COVER TO MATCH FINISH GRADE
- ③ UTILITY POLE TO BE RELOCATED BY OTHERS PRIOR TO CONSTRUCTION
- ④ EXISTING STRUCTURE TO BE RELOCATED BY OTHERS PRIOR TO CONSTRUCTION
- ⑤ REMOVE EXISTING FENCE
- ⑥ MATCH TO EXISTING
- ⑦ EXISTING LUMINAIRE TO BE RELOCATED BY OTHERS PRIOR TO CONSTRUCTION
- ⑧ APPROXIMATE SLOPE LINE FOR CUT/FILL
- ◇ 1 INSTALL:
1 - METER BOX (BROOKS #37)
1 - METER BOX (BROOKS #66)
1 - 2" METER BOX (SALVAGED)
1 - BACKFLOW PREVENTOR (SALVAGED)
- ① PROVIDE 38 L.F. 12" CSP, CLASS 3 STORM DRAIN, SLOPE = 0.0015 FT/FT
- ② PROVIDE 45 L.F. 12" CSP, CLASS 3 STORM DRAIN, SLOPE = 0.0015 FT/FT

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.
- 3. PROVIDE CLASS B BACKFILL FOR ALL STORM PIPE, LATERALS AND CULVERTS.



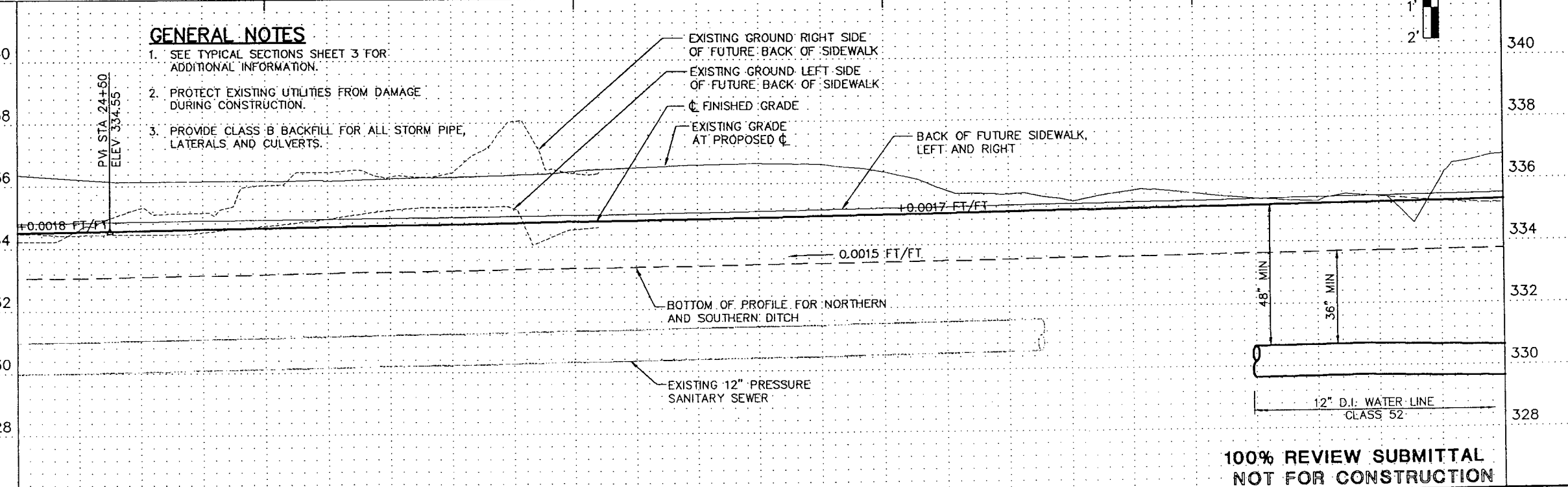
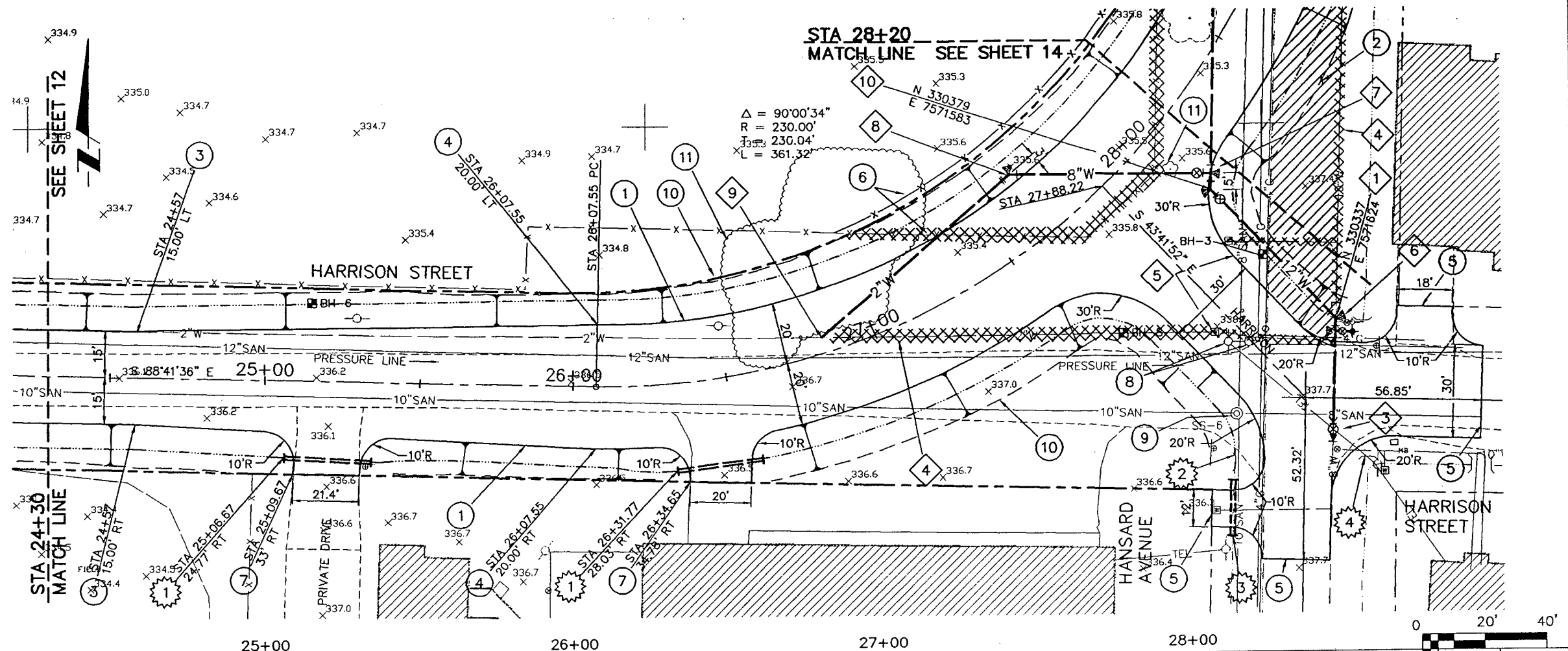
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NOT FOR CONSTRUCTION**

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| | Parametrix, Inc. | DESIGNED BY | T.M. COLEMAN | CITY OF LEBANON 925 MAIN STREET LEBANON, OREGON | 12 SHEET OF 35 HARRISON STREET PLAN AND PROFILE STA 19+70 TO STA 24+30 SCALE: HORIZ: 1"=20' VERT: 1"=2' |
| | | DRAWN BY | R.B. RICKS | | |
| | | CHECKED BY | G.L. DRAKE | | |
| | | PROJECT NUMBER | 94705 | | |
| | | FILE NAME | 89201009 | HANSARD AREA INFRASTRUCTURE IMPROVEMENTS | |

| NO. | DATE | DESCRIPTION OF REVISION | BY |
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CONSTRUCTION NOTES

- ① EDGE OF PAVEMENT
- ② REMOVE EXISTING PAVEMENT
- ③ BEGIN 30:1 TAPER
- ④ END 30:1 TAPER
- ⑤ MATCH TO EXISTING PAVEMENT
- ⑥ REMOVE EXISTING FENCE AND CONSTRUCT NEW CL-6R FENCE
- ⑦ MATCH TO EXISTING DRIVEWAY
- ⑧ UTILITY POLES TO BE RELOCATED BY OTHERS PRIOR TO CONSTRUCTION
- ⑨ ADJUST MANHOLE RIM AND COVER TO 0.20' ABOVE FINISH GRADE
- ⑩ APPROXIMATE SLOPE LINE FOR CUT/FILL
- ⑪ REMOVE EXISTING TREE
- ① INSTALL:
1 - 12" 45° BEND
1 - 12" BUTTERFLY VALVE, FLG
2 - 12" ADAPTER, FLG x M.J.
THRUST BLOCKING
- ② REMOVE EXISTING WATER LINE AND INSTALL NEW 12" D.I. WATER LINE
- ③ CONNECT TO EXISTING WATER SYSTEM
INSTALL:
1 - 12" BUTTERFLY VALVE, FLG
1 - 12"x10" REDUCER, FLG
1 - 12" ADAPTER, FLG x M.J.
THRUST BLOCKING
CONTRACTOR SHALL VERIFY EXISTING FITTING ARRANGEMENT AND SIZE
- ④ EXISTING WATER LINE TO BE ABANDONED IN PLACE, PLUG/CAP AS REQUIRED
- ⑤ SALVAGE EXISTING WATER METER AND DELIVER TO CITY
- ⑥ RECONNECT EXISTING FIRE HYDRANT ASSEMBLY TO NEW 12" D.I. WATER LINE
INSTALL:
1 - 12"x6" TEE
THRUST BLOCKING
- ⑦ INSTALL:
1 - 12"x8" TEE, M.J. x FLG.
1 - 8" GATE VALVE, FLG. x M.J.
THRUST BLOCKING
- ⑧ INSTALL:
1 - 8" 45° BEND, M.J. WITH RETAINER GLAND
1 - 8" TAPPED M.J. FLAT PLUG WITH 2" CORPORATION STOP
THRUST BLOCKING
- ⑨ CONNECT TO EXISTING WATER LINE WITH APPROVED FITTING, PROVIDE TEMPORARY BLOWOFF FOR TESTING
- ⑩ INSTALL:
1 - 12" 45° BEND, M.J.
THRUST BLOCKING
- ① INSTALL 28 L.F. OF 12" CSP, CLASS 3 STORM DRAIN, SLOPE = 0.0018 FT/FT
- ② CONSTRUCT DITCH TO ALLOW DRAINAGE FROM WEST DITCH OF EXISTING HANSARD AVENUE.
- ③ INSTALL 18 L.F. OF 12" CSP, CLASS 3 STORM DRAIN, SLOPE = 0.0018 FT/FT
- ④ PROTECT EXISTING CULVERT



GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.
- 3. PROVIDE CLASS B BACKFILL FOR ALL STORM PIPE, LATERALS AND CULVERTS.

EXISTING GROUND RIGHT SIDE OF FUTURE BACK OF SIDEWALK
 EXISTING GROUND LEFT SIDE OF FUTURE BACK OF SIDEWALK
 FINISHED GRADE
 EXISTING GRADE AT PROPOSED CL
 BACK OF FUTURE SIDEWALK, LEFT AND RIGHT
 BOTTOM OF PROFILE FOR NORTHERN AND SOUTHERN DITCH
 EXISTING 12" PRESSURE SANITARY SEWER

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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201010 |

CITY OF LEBANON
 925 MAIN STREET
 LEBANON, OREGON

**HANSARD AREA
 INFRASTRUCTURE IMPROVEMENTS**
 STA 24+30 TO STA 28+20

13 SHEET OF **35**

TITLE: **HARRISON STREET
 PLAN AND PROFILE**

SCALE: HORIZ: 1"=20' VERT: 1"=2'

CONSTRUCTION NOTES

- 1 ABANDON EXISTING ACCESS DRIVE AND REMOVE EXISTING CULVERT
- 2 EDGE OF PAVEMENT
- 3 APPROXIMATE SLOPE LINE FOR CUT/FILL
- 4 REMOVE AND RELOCATE EXISTING FENCE
- 5 BEGIN TAPER
- 6 END TAPER
- 7 MATCH TO EXISTING PAVEMENT
- 8 GAS MAINS TO BE RELOCATED BY OTHERS
- 9 EXISTING UTILITY POLE TO BE RELOCATED BY OTHERS PRIOR TO CONSTRUCTION
- 10 REMOVE EXISTING TREES
- 11 PLUG EXISTING SPRINKLER SYSTEM TO MAINTAIN IN SERVICE

- 1 ABANDON EXISTING WATER LINE/SERVICE IN PLACE. PLUG/CAP AS REQUIRED
- 2 INSTALL:
1 - STANDARD FIRE HYDRANT ASSEMBLY, SEE DETAIL

- 3 ALTER WATER MAIN ALIGNMENT TO PROVIDE 2' MIN CLEARANCE AT STORM CONTROL MANHOLE. VERIFY LOCATION AND ELEVATION OF STORM LINE PRIOR TO CONSTRUCTION.

- 4 RECONNECT EXISTING PRESSURE RECORDER TO NEW WATER LINE

- 5 CONNECT TO EXISTING WATER LINE. RELOCATE METER AS REQUIRED.

- 6 RECONNECT 6" FIRE SERVICE AND PROVIDE SEPARATE 2" SERVICE AND METER

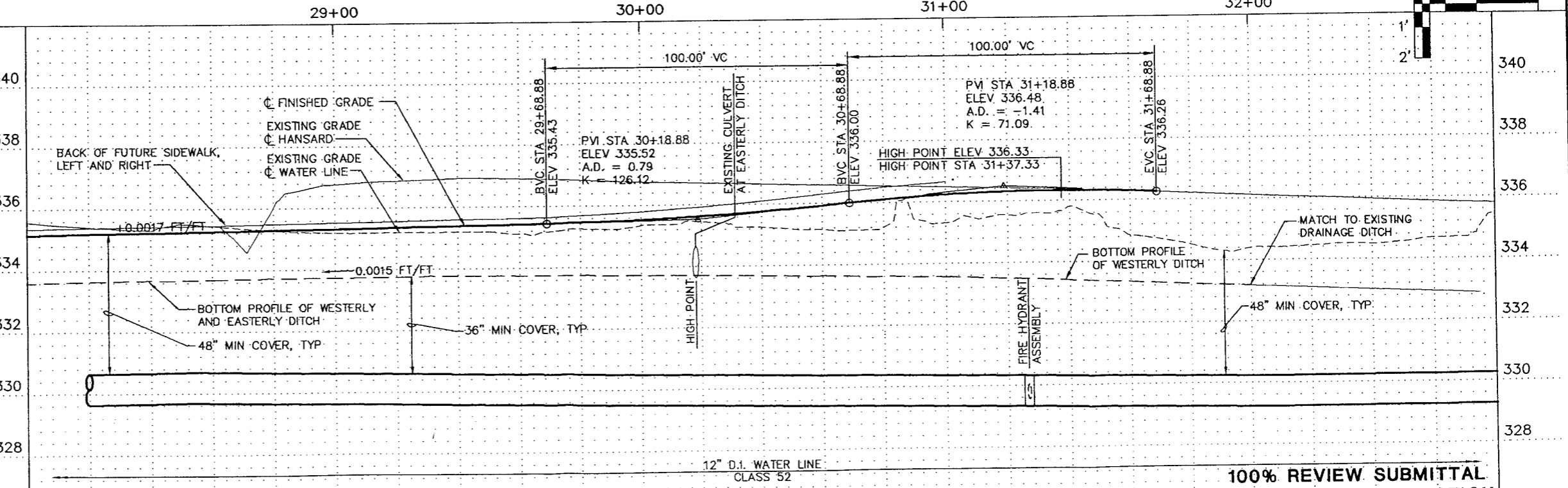
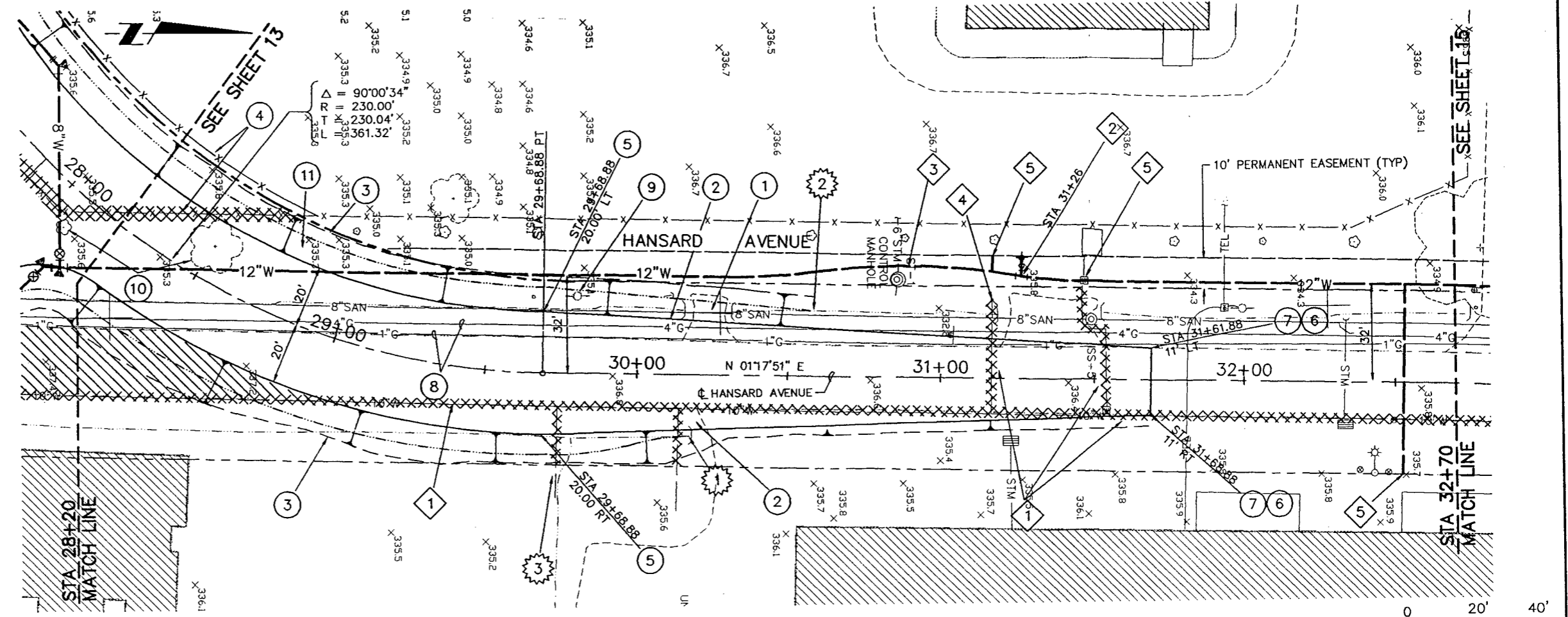
- 1 CONSTRUCT EASTERLY DRAINAGE DITCH TO ALLOW EXISTING CULVERT TO DRAIN INTO DRAINAGE DITCH.

- 2 CONSTRUCT WESTERLY DRAINAGE DITCH TO EXISTING DRAINAGE DITCH TO ALLOW FLOW TO NORTH.

- 3 CONSTRUCT DRAINAGE DITCH TO ALLOW EXISTING DRAINAGE FROM EAST.

GENERAL NOTES

1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
2. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING WATER SERVICES.
3. PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.
4. PROVIDE CLASS B BACKFILL FOR ALL WATER LINES, SERVICES, AND APPURTENANCES UNDER PAVEMENT AND DRIVEWAYS AND CLASS A BACKFILL IN ALL OTHER LOCATIONS.



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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201011 |

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| CITY OF LEBANON | |
| 925 MAIN STREET | LEBANON, OREGON |
| HANSARD AREA INFRASTRUCTURE IMPROVEMENTS | |
| STA 28+20 TO STA 32+70 | |

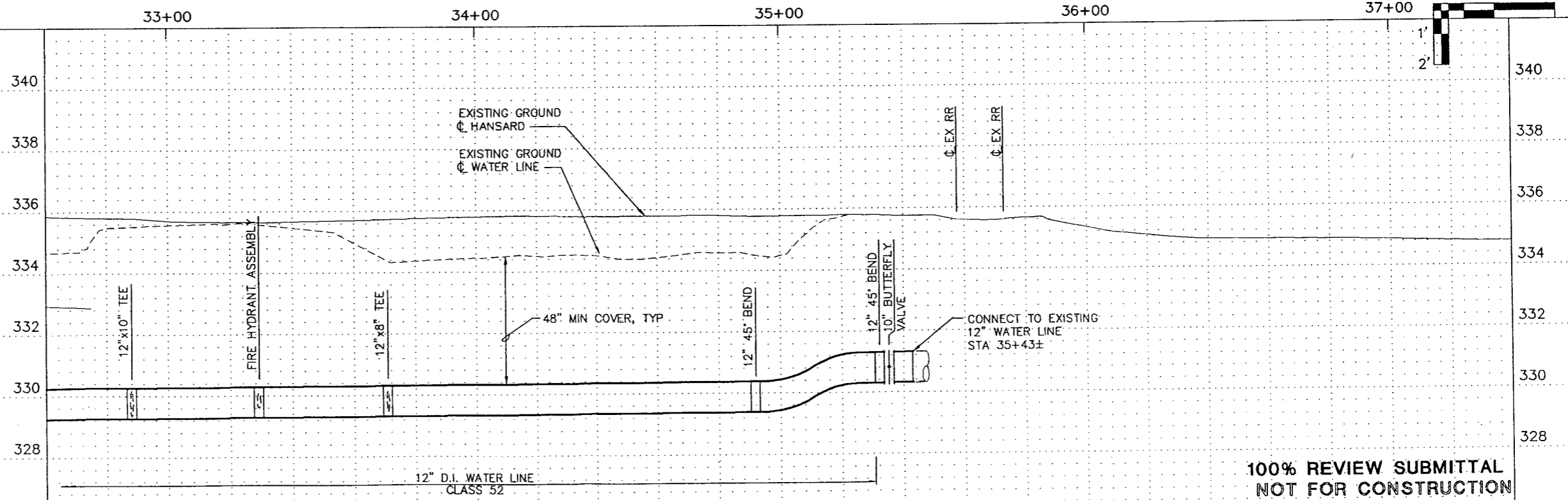
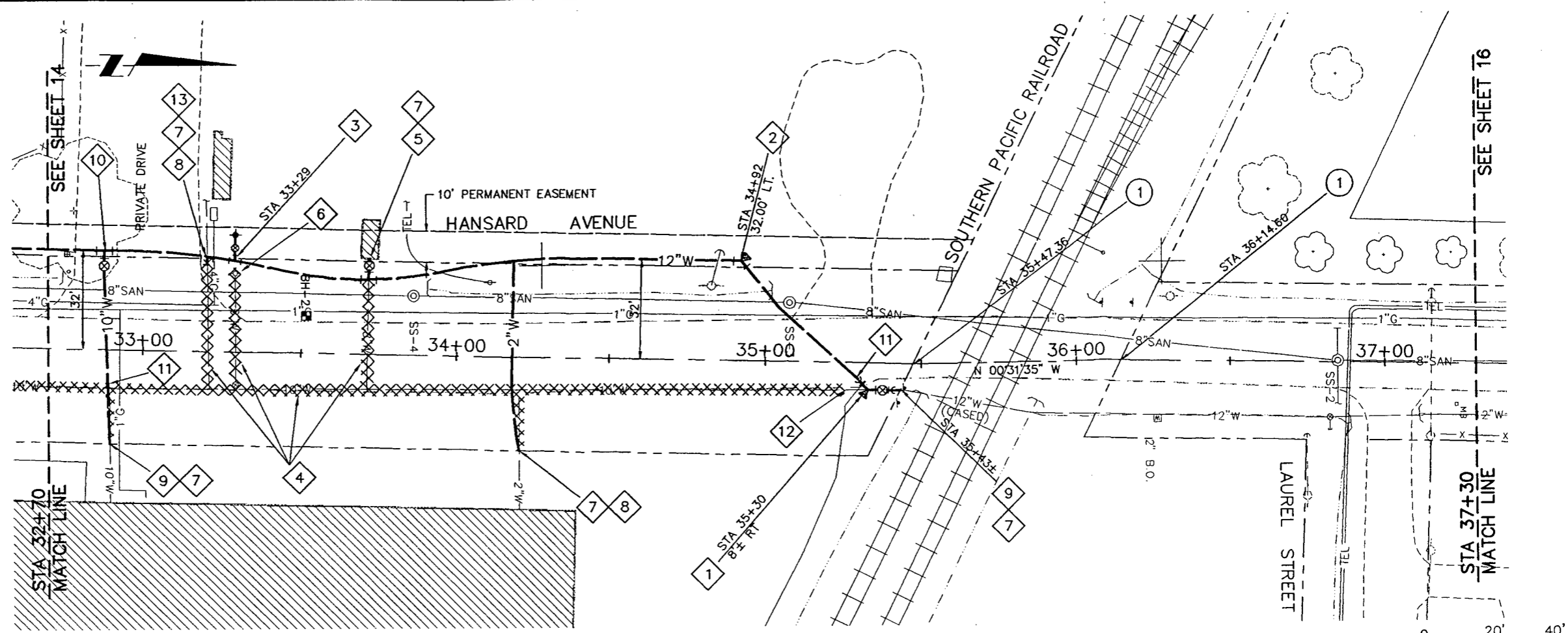
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| 14 | SHEET OF 35 |
| TITLE: HANSARD AVENUE PLAN AND PROFILE | |
| SCALE: HORIZ: 1"=20' VERT: 1"=2' | |

CONSTRUCTION NOTES

- ① ANGLE POINT
- ① INSTALL:
1 - 12" BUTTERFLY VALVE, FLG x FLG
1 - 12" 45° BEND, FLG x FLG
2 - 12" ADAPTER, FLG x M.J.
THRUST BLOCKING
REMOVE EXISTING 10" WATER LINE AS REQUIRED
- ② INSTALL:
1 - 12" 45° BEND, M.J.
THRUST BLOCKING
- ③ INSTALL:
1 - STANDARD FIRE HYDRANT ASSEMBLY
SEE DETAIL ①
- ④ ABANDON EXISTING WATER LINE/SERVICE IN PLACE. PLUG/CAP AS REQUIRED
- ⑤ ALTER WATER MAIN ALIGNMENT TO PROVIDE 2' CLEARANCE MIN. RECONNECT TO EXISTING 8" WATER LINE.
INSTALL:
1 - 12"x8" TEE, M.J.xFLG.
1 - 8" GATE VALVE, FLG.xM.J.
1 - APPROVED COUPLING
THRUST BLOCKING
- ⑥ REMOVE EXISTING FIRE HYDRANT AND RETURN TO CITY OF LEBANON. PLUG AND CAP EXISTING 8" WATER LINE TO BE ABANDONED.
- ⑦ EXISTING UTILITIES HAVE BEEN LOCATED IN PART BASED ON CITY RECORDS. CONTRACTOR SHALL VERIFY ACTUAL LOCATION AND DEPTH PRIOR TO CONSTRUCTION.
- ⑧ CONNECT TO EXISTING SERVICE AS REQUIRED
- ⑨ CONNECT TO EXISTING 12" WATER SYSTEM AT ROW. REMOVE EXISTING 10" WATER LINE AS REQUIRED. PROVIDE APPROVED COUPLING.
- ⑩ INSTALL:
1 - 12"x10" TEE, M.J.xFLG.
1 - 10" BUTTERFLY VALVE, FLG.xFLG.
1 - 10" ADAPTER, FLG.xM.J.
THRUST BLOCKING
- ⑪ PROVIDE TEMPORARY BLOWOFF FOR TESTING
- ⑫ PROVIDE CAP TO ALLOW EXISTING WATERLINE TO REMAIN IN SERVICE DURING CONSTRUCTION
- ⑬ INSTALL:
1 - 12"x4" TEE
1 - 4" SERVICE

GENERAL NOTES

- 1. PROVIDE CLASS B BACKFILL FOR ALL WATER LINES, SERVICES, AND APPURTENANCES UNDER PAVEMENT AND DRIVEWAYS AND CLASS A BACKFILL IN ALL OTHER LOCATIONS.



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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201012 |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**
STA 32+70 TO STA 37+30

15 SHEET OF 35

TITLE: **HANSARD AVENUE
PLAN AND PROFILE**

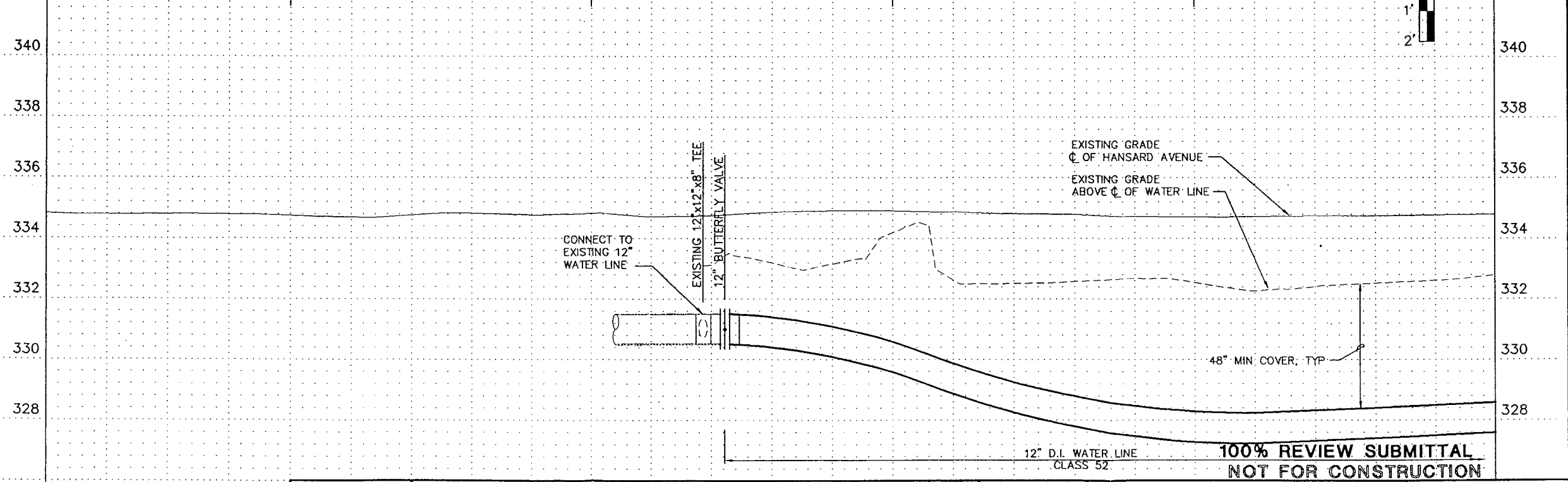
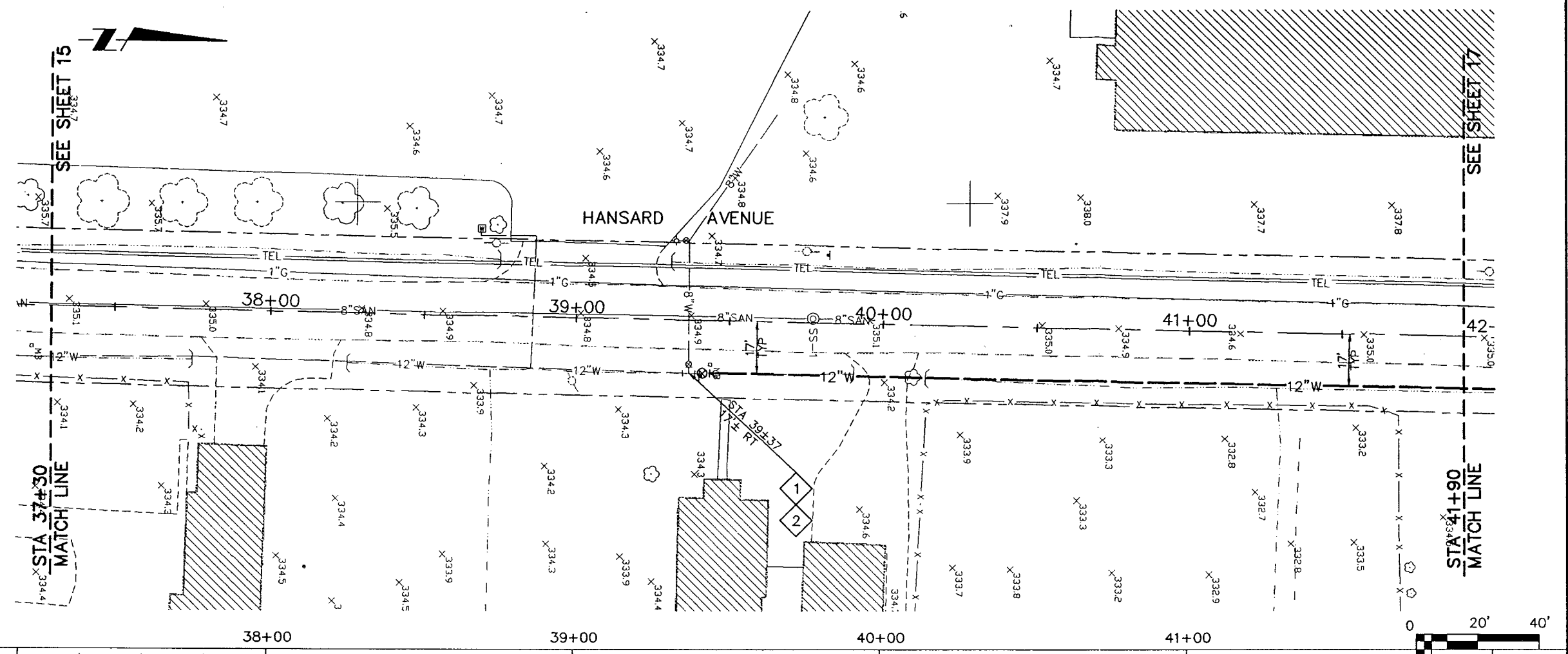
SCALE:
HORIZ: 1"=20' VERT: 1"=2'

CONSTRUCTION NOTES

- 1 REMOVE:
EXISTING THRUST BLOCK AS REQUIRED
EXISTING 12" BLIND FLANGE.
CONNECT TO EXISTING 12" WATER LINE.
INSTALL:
1 - 12" BUTTERFLY VALVE, FLG.
1 - 12" ADAPTER, FLG x M.J.
THRUST BLOCKING
- 2 EXISTING UTILITIES HAVE BEEN LOCATED IN PART BASED ON CITY RECORDS. CONTRACTOR SHALL VERIFY ACTUAL LOCATION, DEPTH, AND MATERIAL TYPE PRIOR TO CONSTRUCTION

GENERAL NOTES

1. PROVIDE CLASS B BACKFILL FOR ALL WATER LINES, SERVICES, AND APPURTENANCES UNDER PAVEMENT AND DRIVEWAYS AND CLASS A BACKFILL IN ALL OTHER LOCATIONS.



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DESIGNED BY: T.M. COLEMAN

DRAWN BY: R.B. RICKS

CHECKED BY: G. DRAKE

PROJECT NUMBER: 94705

FILE NAME: 89201013

CITY OF LEBANON

925 MAIN STREET
LEBANON, OREGON

HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS

STA 37+30 TO STA 41+90

16 SHEET OF 35

TITLE: **HANSARD AVENUE**
PLAN AND PROFILE

SCALE: HORIZ: 1"=20' VERT: 1"=2'

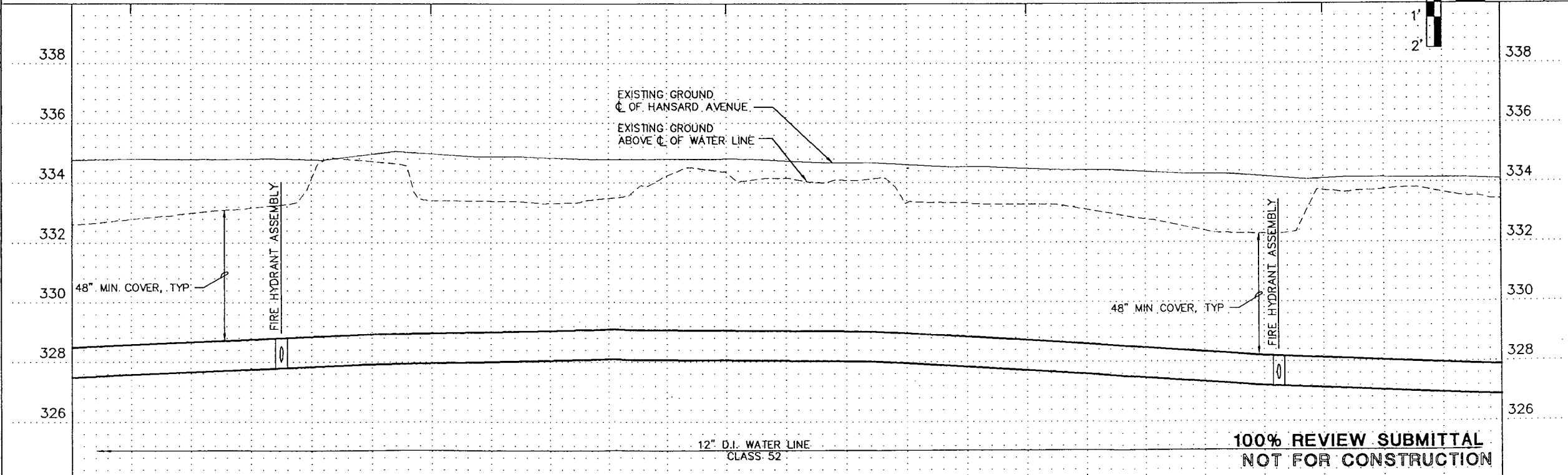
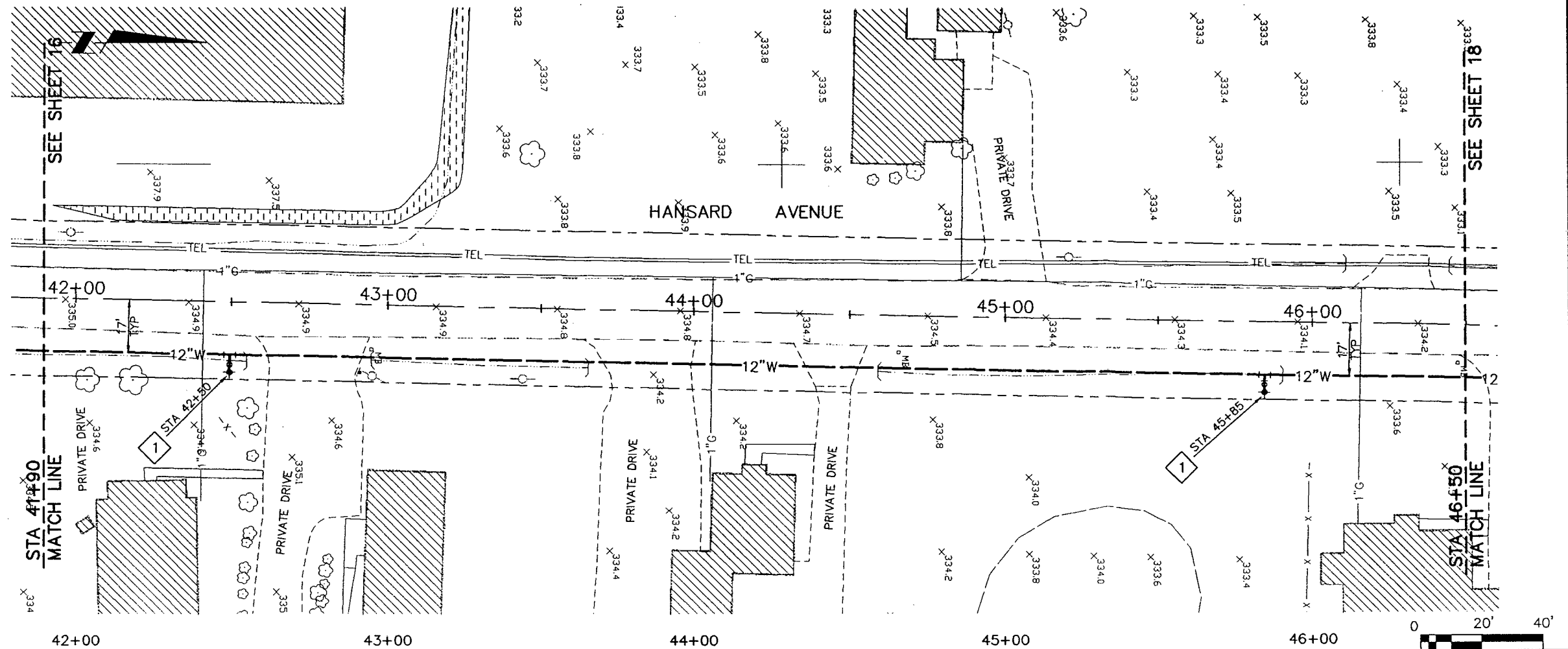
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CONSTRUCTION NOTES

- 1 INSTALL:
1 - STANDARD FIRE HYDRANT ASSEMBLY
SEE DETAIL 

GENERAL NOTES

1. PROVIDE CLASS B BACKFILL FOR ALL WATER LINES, SERVICES, AND APPURTENANCES UNDER PAVEMENT AND DRIVEWAYS AND CLASS A BACKFILL IN ALL OTHER LOCATIONS.



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Parametrix, Inc.



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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201014 |

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| CITY OF LEBANON | |
| 925 MAIN STREET | LEBANON, OREGON |
| HANSARD AREA INFRASTRUCTURE IMPROVEMENTS | |
| STA 41+90 TO STA 46+50 | |

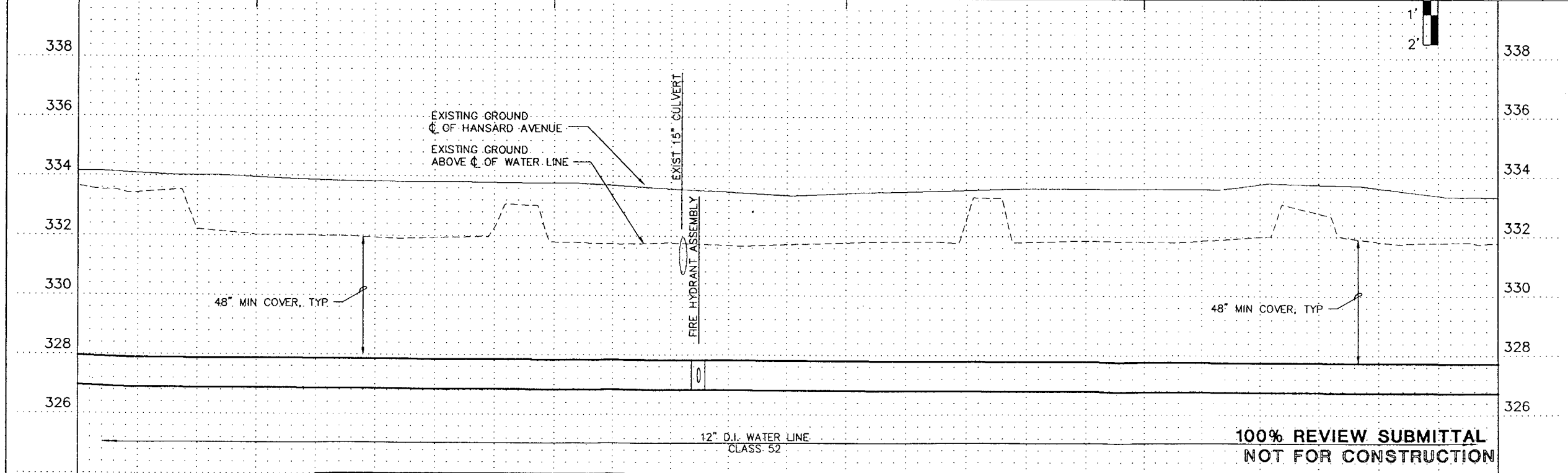
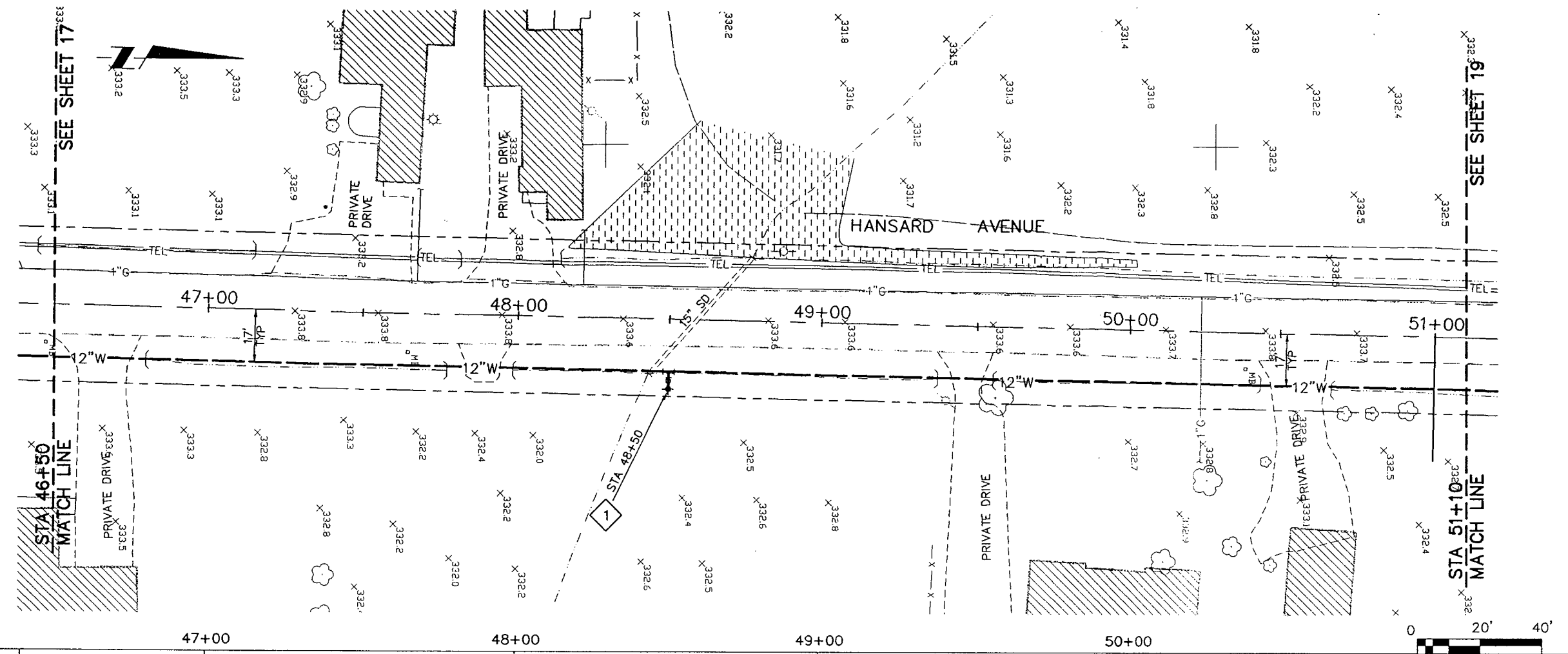
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| 17 | SHEET OF 35 |
| TITLE: HANSARD AVENUE PLAN AND PROFILE | |
| SCALE: HORIZ: 1"=20' VERT: 1"=2' | |

CONSTRUCTION NOTES

1 INSTALL:
1 - STANDARD FIRE HYDRANT ASSEMBLY
SEE DETAIL 

GENERAL NOTES

1. PROVIDE CLASS B BACKFILL FOR ALL WATER LINES, SERVICES, AND APPURTENANCES UNDER PAVEMENT AND DRIVEWAYS AND CLASS A BACKFILL IN ALL OTHER LOCATIONS.



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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201015 |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**
STA 46+50 TO STA 51+10

18 SHEET OF 35

TITLE:
**HANSARD AVENUE
PLAN AND PROFILE**

SCALE:
HORIZ: 1"=20' VERT: 1"=2'

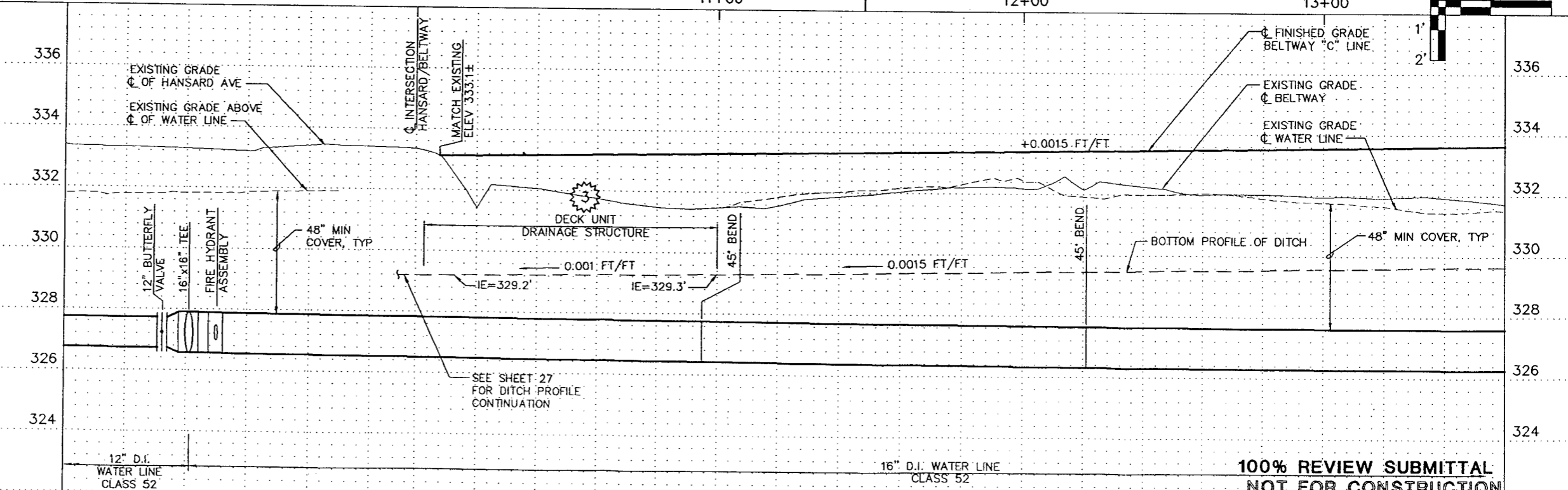
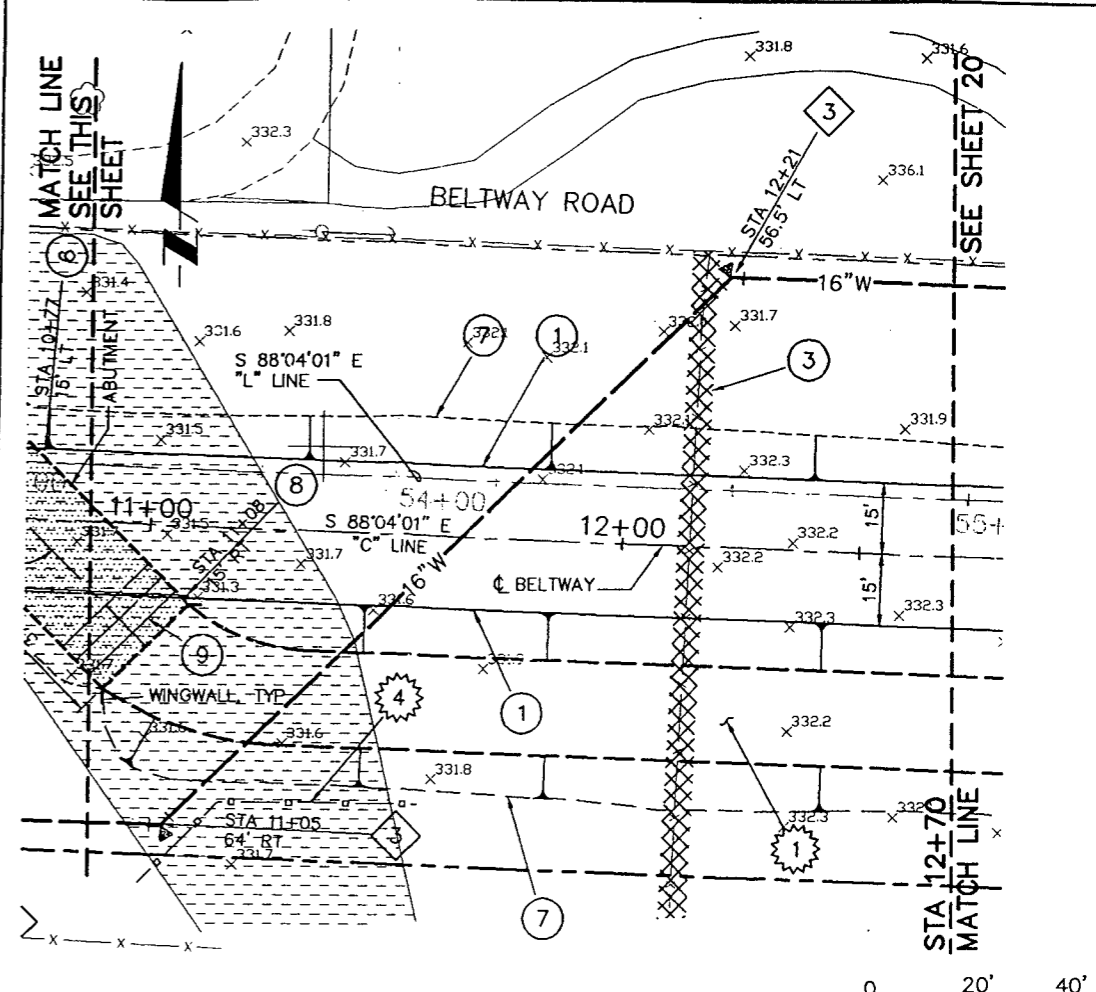
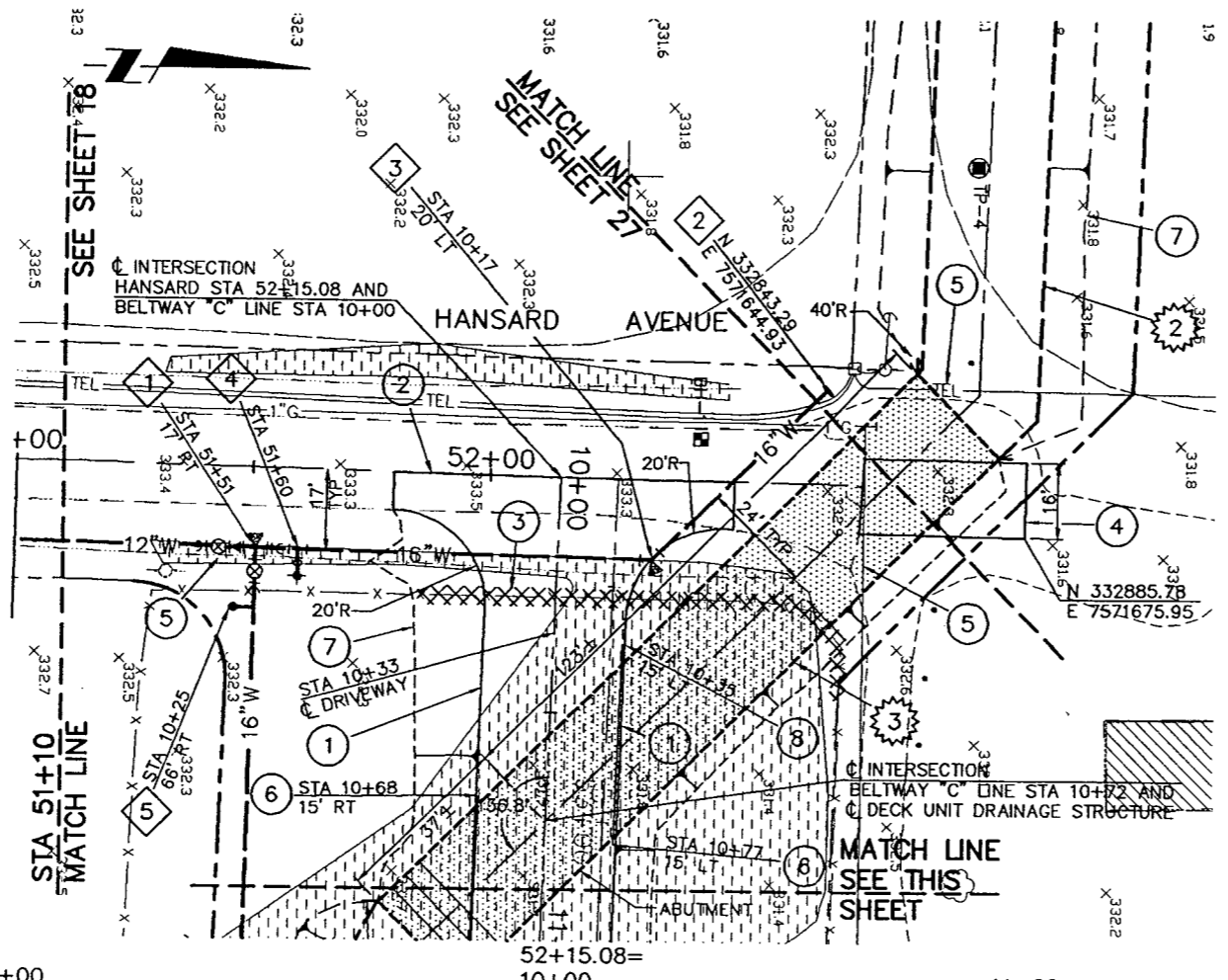
CONSTRUCTION NOTES

- ① EDGE OF PAVEMENT
- ② MATCH TO EXISTING PAVEMENT/SURFACING
- ③ REMOVE EXISTING FENCE
- ④ PROVIDE ASPHALT CONCRETE DRIVEWAY APPROACH
- ⑤ INTERFERING UTILITIES WILL BE RELOCATED BY OTHERS PRIOR TO CONSTRUCTION
- ⑥ BEGIN EXTRUDED A.C. BONDED CURB
- ⑦ APPROXIMATE SLOPE LINE FOR CUT/FILL
- ⑧ END EXTRUDED A.C. BONDED CURB
- ⑨ DECK UNITS ORIENTED 90° TO ϕ OF STRUCTURE
- ① INSTALL:
1 - 16"x16"x16" TEE, FLG
1 - 16"x12" REDUCER, FLG
1 - 16" BUTTERFLY VALVE, FLG
1 - 12" BUTTERFLY VALVE, FLG
2 - 16" ADAPTER, FLG x M.J.
1 - 12" ADAPTER, FLG x M.J.
THRUST BLOCKING
- ② INSTALL 16" FLG PIPE, BLIND FLG AND THRUST BLOCK. LOCATE 5' FROM EDGE OF ROW. INSTALL DEAD-END BLOWOFF ASSEMBLY
- ③ INSTALL:
1 - 16" 45' BEND, M.J.
THRUST BLOCKING
- ④ INSTALL:
1 - STANDARD FIRE HYDRANT ASSEMBLY
SEE DETAIL ①/④

- ⑤ PROVIDE WATER SAMPLING STATION PER STANDARD DETAIL 412
- ① CONSTRUCT DRAINAGE DITCH, SEE TYPICAL SECTION E
- ② CONSTRUCT DRAINAGE DITCH, SEE TYPICAL SECTION ③/④
- ③ CONSTRUCT DECK UNIT DRAINAGE STRUCTURE, SEE DETAIL ⑥/④
- ④ INSTALL SILT FENCE PER SPECIFICATIONS

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.
- 3. ALL BELTWAY IMPROVEMENTS ARE REFERENCED TO "C" LINE, UNLESS OTHERWISE NOTED. "L" LINE IS SHOWN FOR REFERENCE ONLY.
- 4. PROVIDE CLASS B BACKFILL FOR ALL WATER LINES, SERVICES, AND APPURTENANCES UNDER PAVEMENT AND DRIVEWAYS AND CLASS A BACKFILL IN ALL OTHER LOCATIONS.
- 5. DEDUCTIVE ALTERNATE:
REPLACE 40 L.F. OF DECK SPAN UNIT WITH 3-24" DIP 34 L.F. STORM DRAINS PER DETAIL CROSSING SHALL BE CENTERED ON A.C. DRIVEWAY APPROACH AND PERPENDICULAR TO DITCH CENTERLINE. SEE SPECIFICATIONS FOR BIDDING ①/③



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NOT FOR CONSTRUCTION**



| NO. | DATE | DESCRIPTION OF REVISION | BY |
|-----|------|-------------------------|----|
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|----------------|--------------|
| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201016 |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**
STA 51+10 TO STA 12+70

19 SHEET OF 35

TITLE:
**HANSARD AVENUE
PLAN AND PROFILE**

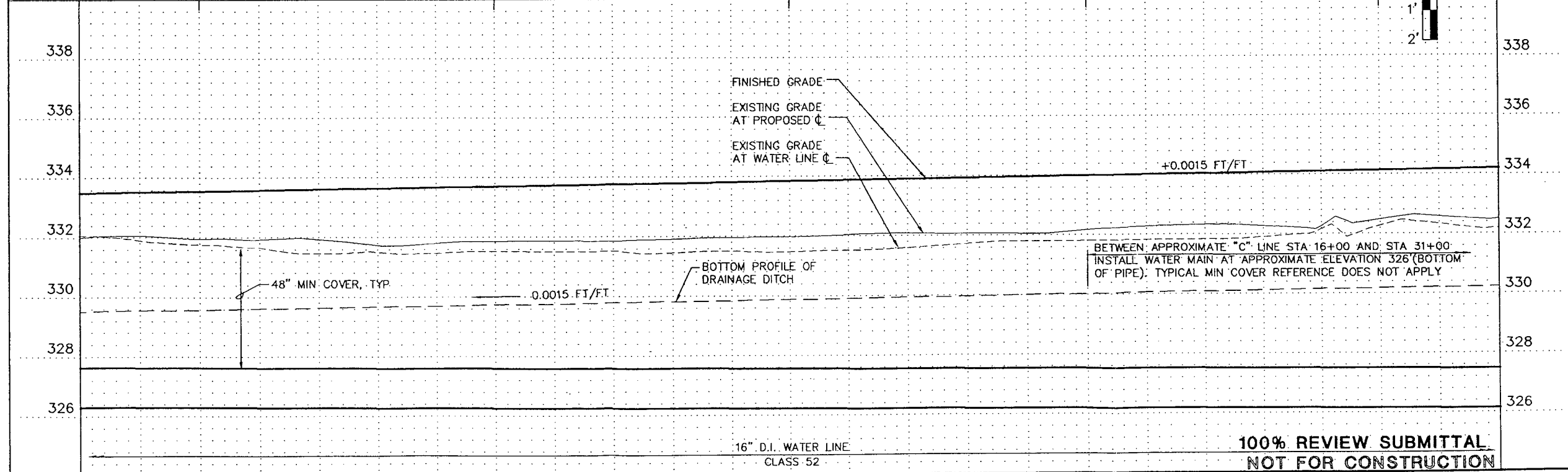
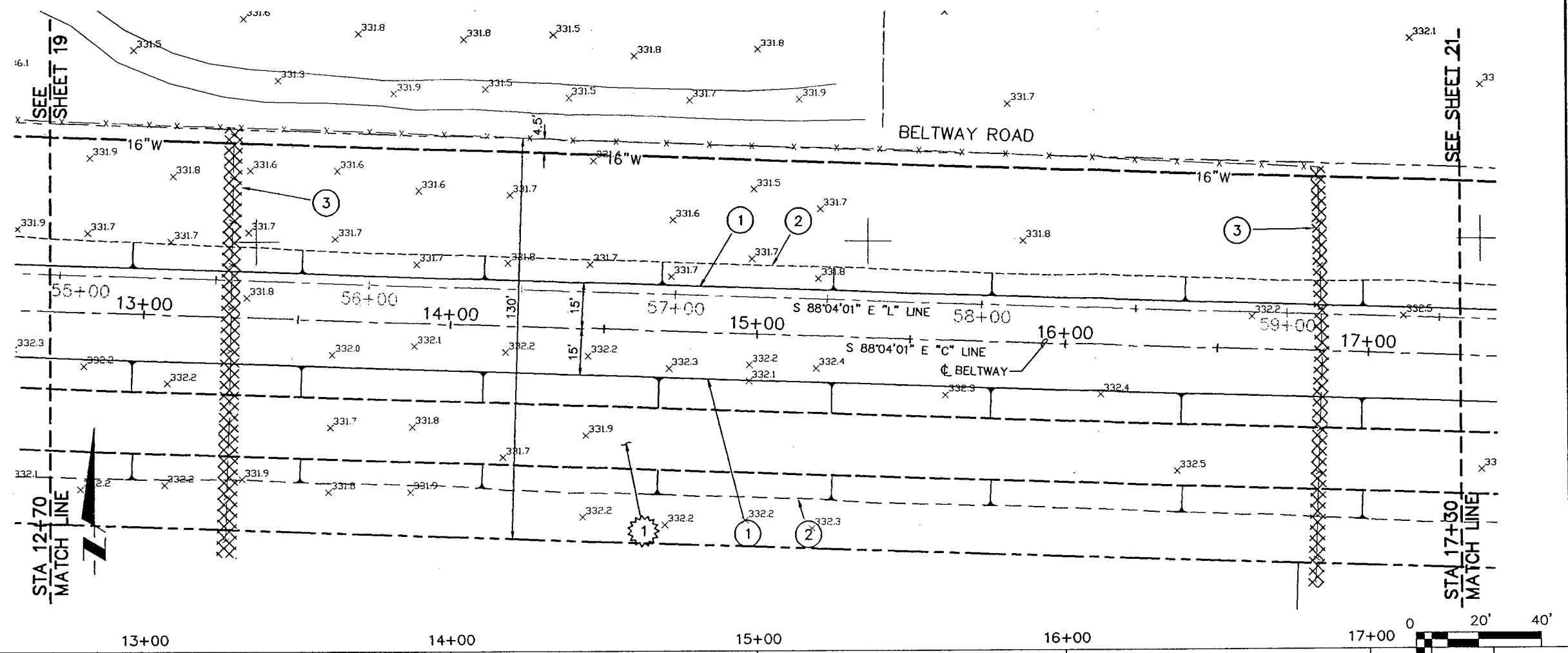
SCALE:
HORIZ: 1"=20' VERT: 1"=2'

CONSTRUCTION NOTES

- ① EDGE OF PAVEMENT
- ② APPROXIMATE SLOPE LINE FOR CUT/FILL
- ③ REMOVE EXISTING FENCE
- ① CONSTRUCT DRAINAGE DITCH, SEE TYPICAL SECTION E

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. ALL BELTWAY IMPROVEMENTS ARE REFERENCED TO "C" LINE, UNLESS OTHERWISE NOTED. "L" LINE IS SHOWN FOR REFERENCE ONLY.
- 3. PROVIDE CLASS B BACKFILL FOR ALL WATER LINES, SERVICES, AND APPURTENANCES UNDER PAVEMENT AND DRIVEWAYS AND CLASS A BACKFILL IN ALL OTHER LOCATIONS.



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| NO. | DATE | DESCRIPTION OF REVISION | BY |
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|----------------|--------------|
| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201017 |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**
STA 12+70 TO STA 17+30

20 SHEET OF 35

TITLE: **BELTWAY
PLAN AND PROFILE**

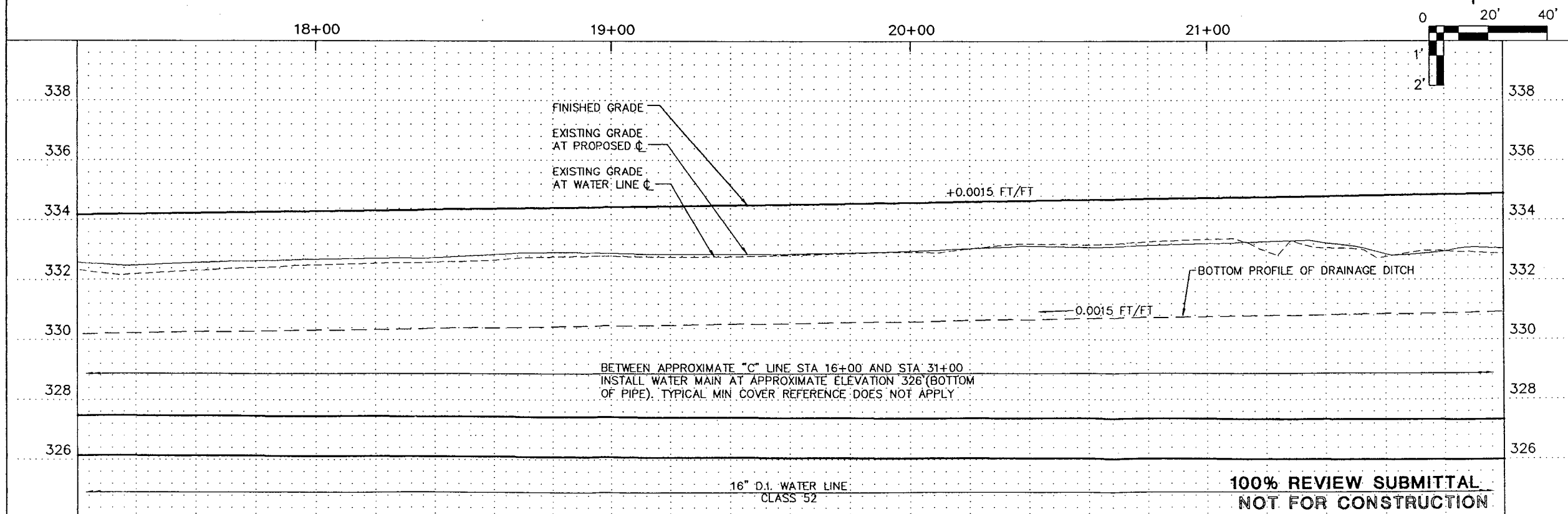
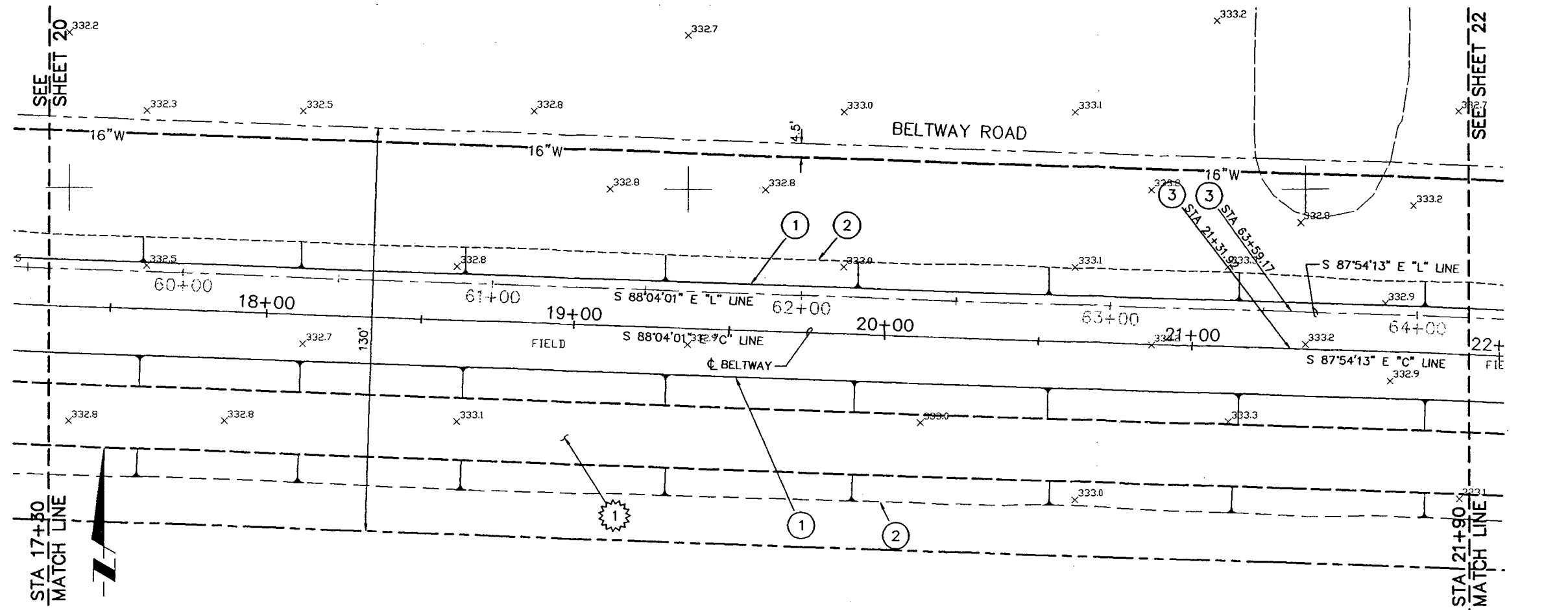
SCALE:
HORIZ: 1"=20' VERT: 1"=2'

CONSTRUCTION NOTES

- ① EDGE OF PAVEMENT
- ② APPROXIMATE SLOPE LINE FOR CUT/FILL
- ③ ANGLE POINT
- ④ CONSTRUCT DRAINAGE DITCH, SEE TYPICAL SECTION E

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. ALL BELTWAY IMPROVEMENTS ARE REFERENCED TO "C" LINE, UNLESS OTHERWISE NOTED. "L" LINE IS SHOWN FOR REFERENCE ONLY.
- 3. PROVIDE CLASS B BACKFILL FOR ALL WATER LINES, SERVICES, AND APPURTENANCES UNDER PAVEMENT AND DRIVEWAYS AND CLASS A BACKFILL IN ALL OTHER LOCATIONS.



16" D.I. WATER LINE
CLASS 52

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| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201018 |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**
STA 17+30 TO STA 21+90

21 SHEET OF 35

TITLE: **BELTWAY
PLAN AND PROFILE**

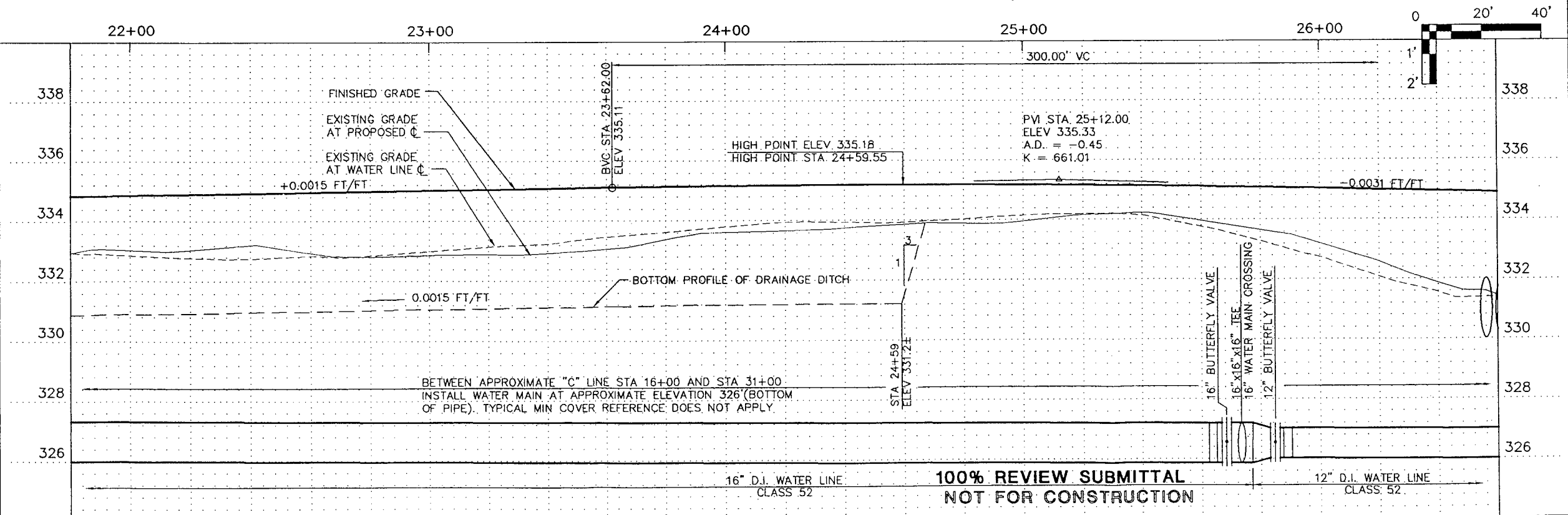
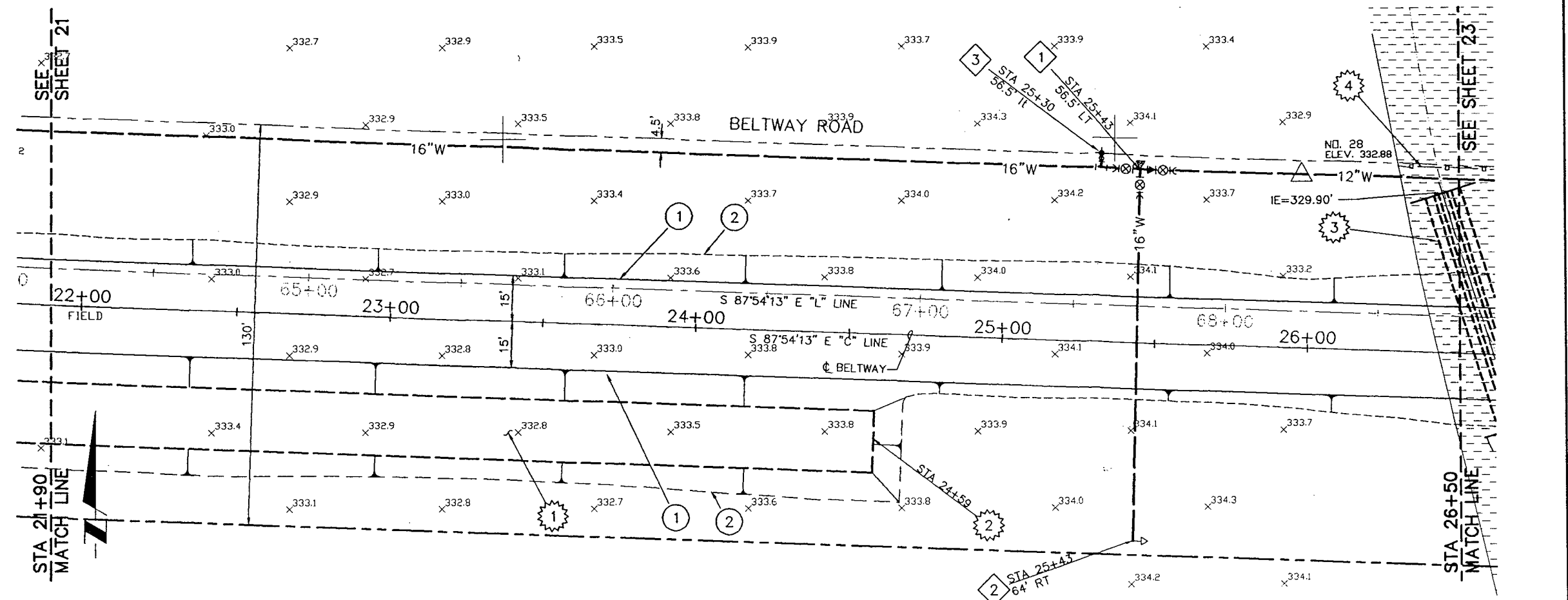
SCALE:
HORIZ: 1"=20' VERT: 1"=2'

CONSTRUCTION NOTES

- ① EDGE OF PAVEMENT
- ② APPROXIMATE SLOPE LINE FOR CUT/FILL
- ③ INSTALL:
1 - 16"x16"x16" TEE, FLG
2 - 16" BUTTERFLY VALVE, FLG
1 - 16"x12" REDUCER, FLG
1 - 12" BUTTERFLY VALVE, FLG
1 - 12" ADAPTER, FLG x M.J.
2 - 16" ADAPTER, FLG x M.J.
THRUST BLOCKING
- ④ INSTALL:
1 - BLOWOFF ASSEMBLY
THRUST BLOCKING
- ⑤ INSTALL:
1 - STANDARD FIRE HYDRANT ASSEMBLY,
SEE DETAIL ①/④
- ⑥ CONSTRUCT DRAINAGE DITCH,
SEE TYPICAL SECTION E
- ⑦ END DITCH
- ⑧ INSTALL 3-80 LF, 24" RCP, CLASS III
STORM DRAIN, SEE DETAIL ①/③
- ⑨ INSTALL SILT FENCE PER SPECIFICATIONS

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. ALL BELTWAY IMPROVEMENTS ARE REFERENCED TO "C" LINE, UNLESS OTHERWISE NOTED. "L" LINE IS SHOWN FOR REFERENCE ONLY.
- 3. PROVIDE CLASS B BACKFILL FOR ALL WATER LINES, SERVICES, AND APPURTENANCES UNDER PAVEMENT AND DRIVEWAYS AND CLASS A BACKFILL IN ALL OTHER LOCATIONS.



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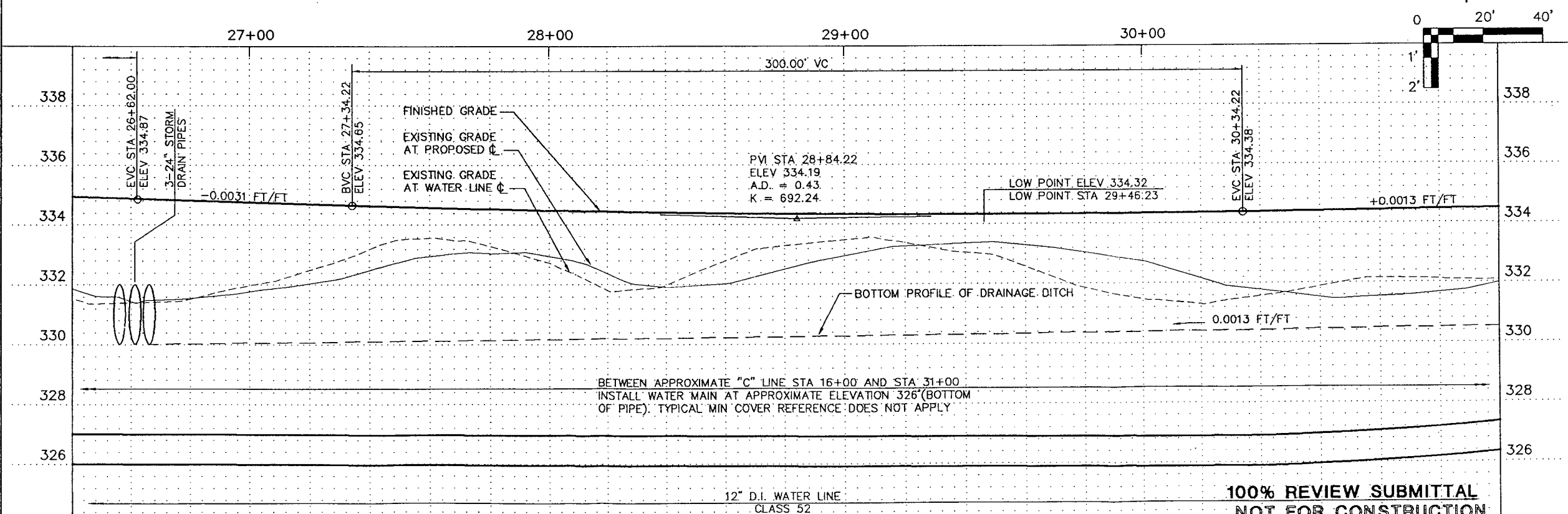
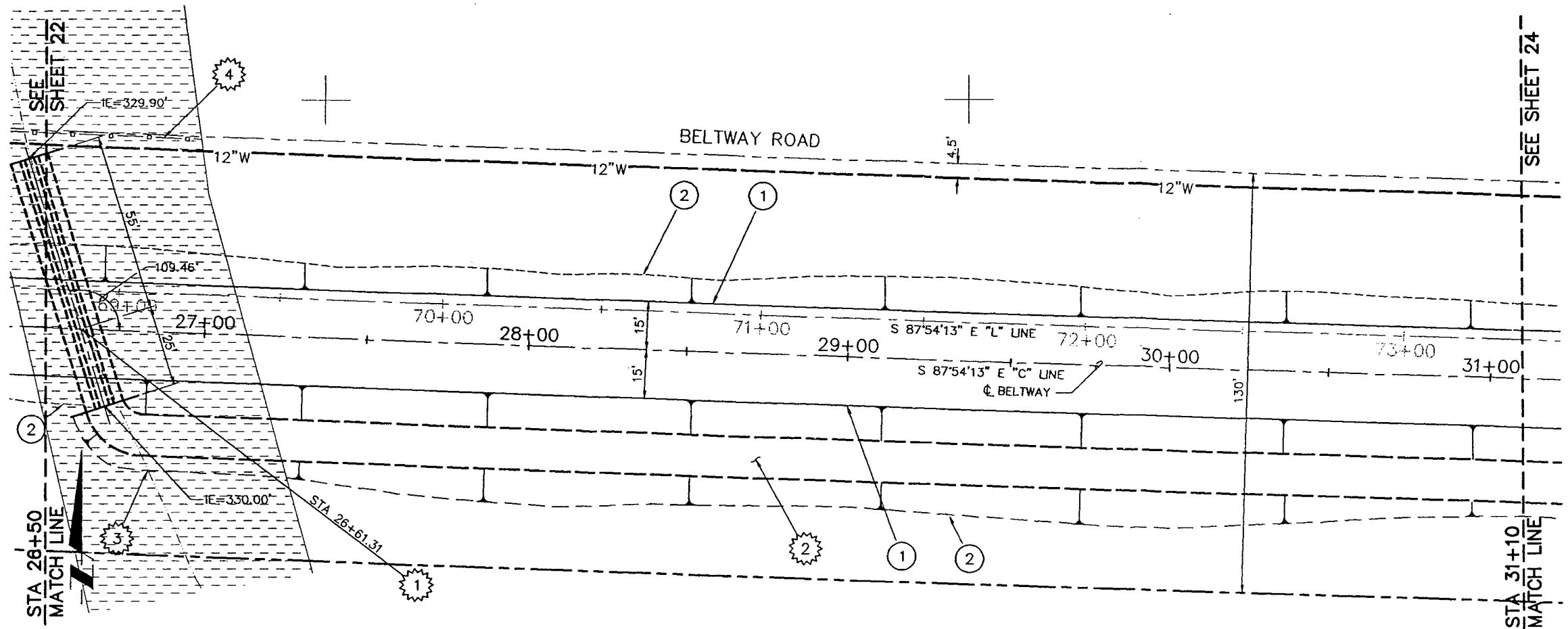
| | | | | | |
|--|--|----------------|--------------|---|---------------------------------------|
| | | DESIGNED BY | T.M. COLEMAN | CITY OF LEBANON 925 MAIN STREET LEBANON, OREGON | 22 SHEET OF 35 |
| | | DRAWN BY | R.B. RICKS | | |
| | | CHECKED BY | G.L. DRAKE | HANSARD AREA INFRASTRUCTURE IMPROVEMENTS STA 21+90 TO STA 26+50 | TITLE: BELTWAY PLAN AND PROFILE |
| | | PROJECT NUMBER | 94705 | | |
| | | FILE NAME | 89201019 | SCALE: HORIZ: 1"=20' VERT: 1"=2' | |
| | | NO. | DATE | DESCRIPTION OF REVISION | BY |

CONSTRUCTION NOTES

- ① EDGE OF PAVEMENT
- ② APPROXIMATE SLOPE LINE FOR CUT/FILL
- ① INSTALL 3-80 LF. 24" DUCTILE IRON PIPE STORM DRAIN, SEE DETAIL ①/③
- ② CONSTRUCT DRAINAGE DITCH, SEE TYPICAL SECTION E
- ③ CONNECT EXISTING DITCH FROM SOUTH INTO NEW DRAINAGE DITCH, TRANSITION AS REQUIRED
- ④ INSTALL SILT FENCE PER SPECIFICATIONS

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. ALL BELTWAY IMPROVEMENTS ARE REFERENCED TO "C" LINE, UNLESS OTHERWISE NOTED. "L" LINE IS SHOWN FOR REFERENCE ONLY.
- 3. PROVIDE CLASS B BACKFILL FOR ALL WATER LINES, SERVICES, AND APPURTENANCES UNDER PAVEMENT AND DRIVEWAYS AND CLASS A BACKFILL IN ALL OTHER LOCATIONS.



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| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201020 |

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| CITY OF LEBANON 925 MAIN STREET LEBANON, OREGON | |
| HANSARD AREA INFRASTRUCTURE IMPROVEMENTS STA 26+50 TO STA 31+10 | |

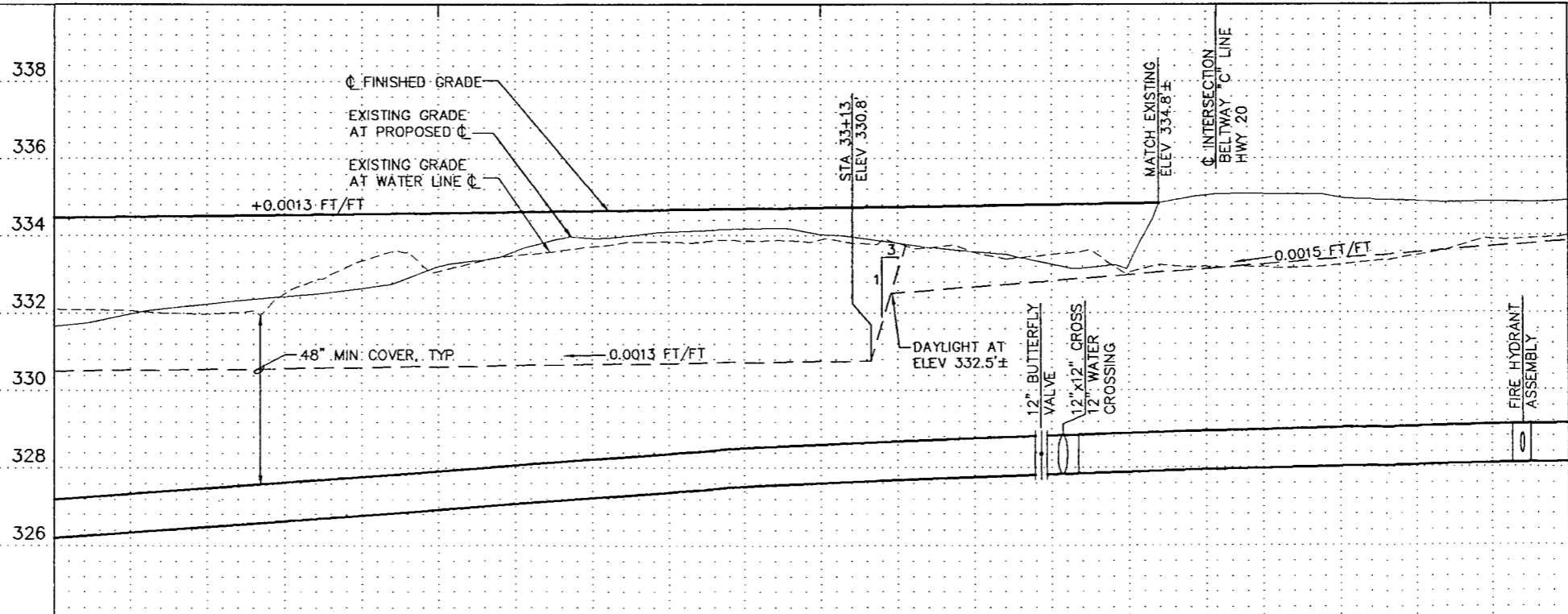
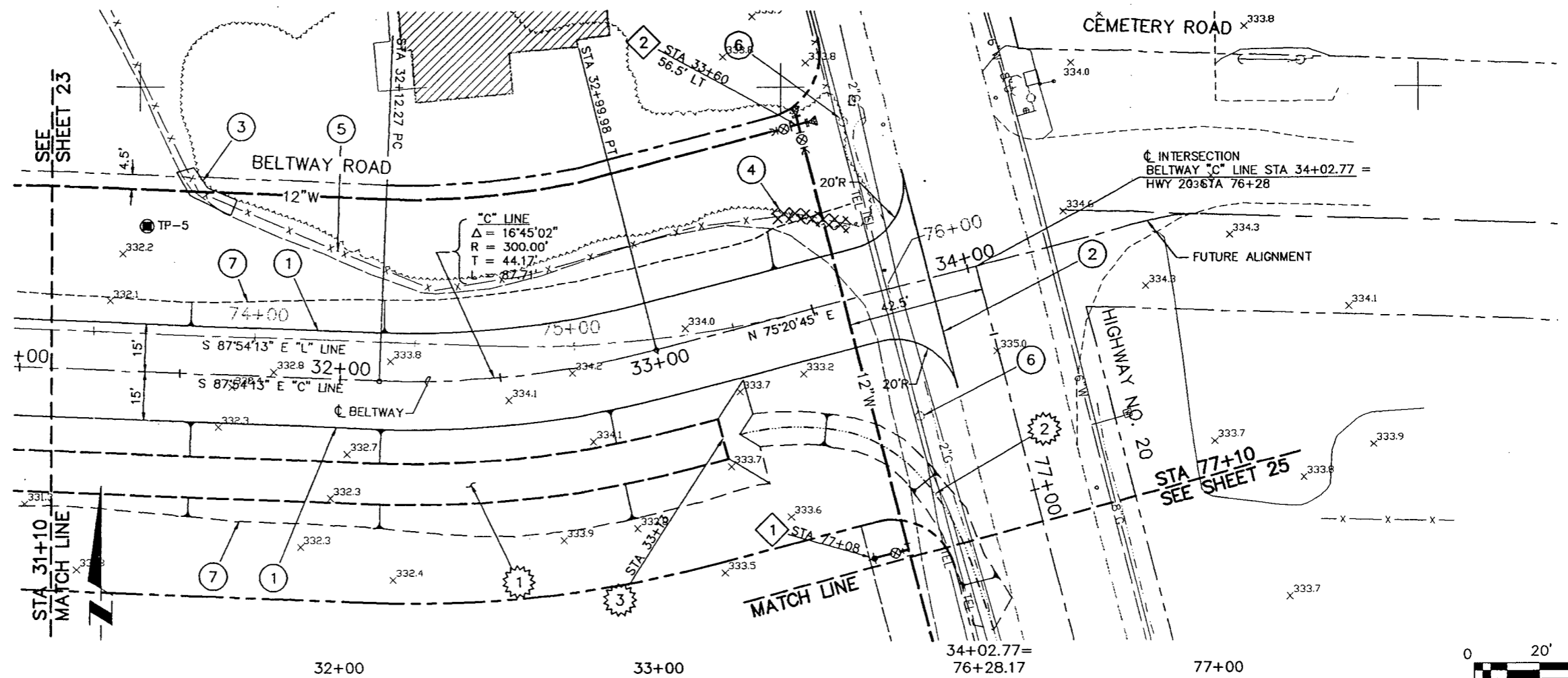
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|----------------------------------|-------------|
| 23 | SHEET OF 35 |
| TITLE: BELTWAY PLAN AND PROFILE | |
| SCALE: HORIZ: 1"=20' VERT: 1"=2' | |

CONSTRUCTION NOTES

- ① EDGE OF PAVEMENT
- ② MATCH EXISTING PAVEMENT
- ③ REMOVE AND REINSTALL EXISTING FENCE
- ④ REMOVE EXISTING FENCE
- ⑤ EXISTING FENCE TO BE LEFT IN PLACE EXCEPT AS NOTED ELSEWHERE
- ⑥ UTILITY POLE TO BE RELOCATED BY OTHERS
- ⑦ APPROXIMATE SLOPE LINE FOR CUT/FILL
- ① INSTALL:
1 - STANDARD FIRE HYDRANT ASSEMBLY
SEE DETAIL ①/4
- ② INSTALL:
1 - 12" x 12" CROSS, FLG
2 - 12" BUTTERFLY VALVES, FLG
2 - 12" ADAPTERS, FLG x M.J.
2 - 12" BLIND FLANGE
THRUST BLOCKING
- ① CONSTRUCT DRAINAGE DITCH,
SEE TYPICAL SECTION E
- ② CONSTRUCT DRAINAGE DITCH TO ALLOW
FLOW FROM EXISTING DITCH ALONG U.S.
HWY 20 TO ENTER NEW BELTWAY
DRAINAGE DITCH
- ③ END DITCH

GENERAL NOTES

- 1. SEE TYPICAL SECTIONS SHEET 3 FOR ADDITIONAL INFORMATION.
- 2. ALL BELTWAY IMPROVEMENTS ARE REFERENCED TO "C" LINE, UNLESS OTHERWISE NOTED. "L" LINE IS SHOWN FOR REFERENCE ONLY.
- 3. PROTECT EXISTING UTILITIES FROM DAMAGE DURING CONSTRUCTION.
- 4. PROVIDE CLASS B BACKFILL FOR ALL WATER LINES, SERVICES, AND APPURTENANCES UNDER PAVEMENT AND DRIVEWAYS AND CLASS A BACKFILL IN ALL OTHER LOCATIONS.



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| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201021 |

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| CITY OF LEBANON 925 MAIN STREET LEBANON, OREGON | |
| HANSARD AREA INFRASTRUCTURE IMPROVEMENTS STA 31+10 TO STA 77+10 | |

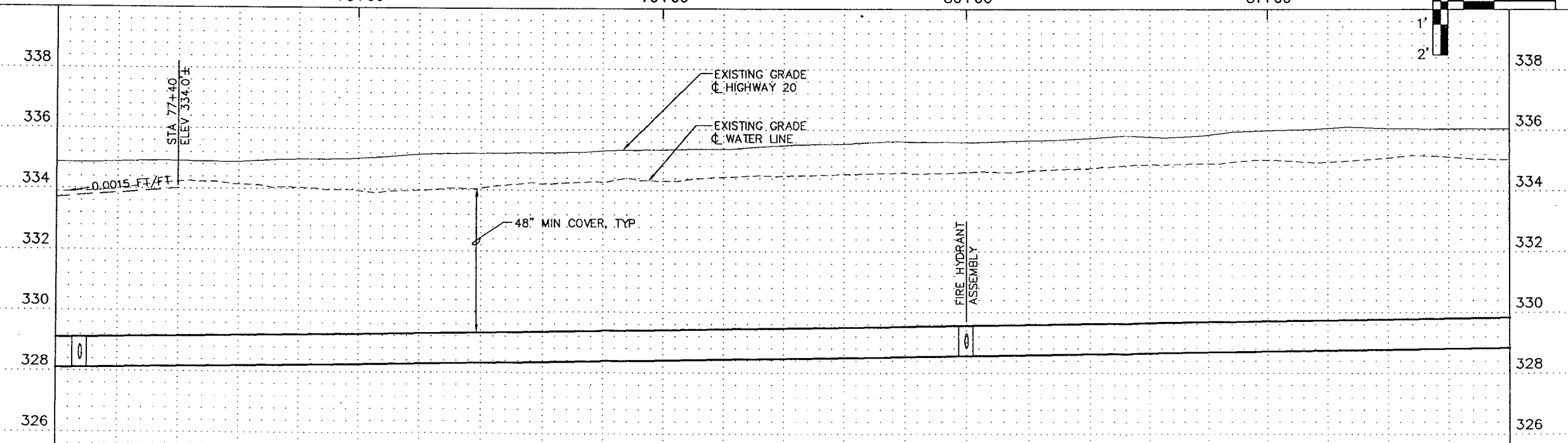
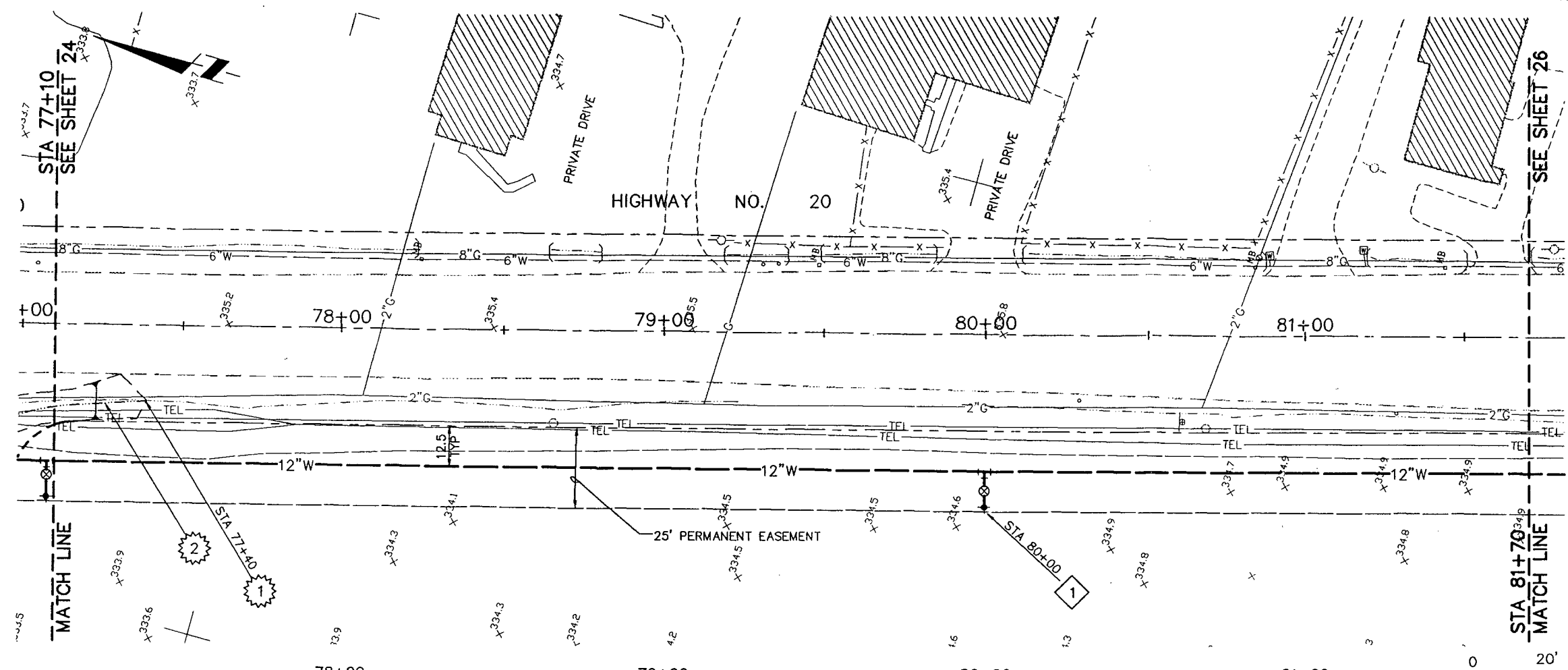
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| 24 | SHEET | 35 |
| | OF | |
| TITLE: BELTWAY PLAN AND PROFILE | | |
| SCALE: HORIZ: 1"=20' VERT: 1"=2' | | |

CONSTRUCTION NOTES

- 1 INSTALL:
1 - STANDARD FIRE HYDRANT ASSEMBLY
SEE DETAIL
- 1 MATCH EXISTING DRAINAGE DITCH
- 2 CONSTRUCT 1' DEEP x 3' WIDE DRAINAGE
DITCH TO INTERCEPT EXISTING DITCH.
SLOPE AT 0.0015 FT/FT± TO DRAIN N.W.
TO NEW BELTWAY DRAINAGE DITCH

GENERAL NOTES

- 1. PROVIDE CLASS B BACKFILL FOR ALL WATER
LINES, SERVICES, AND APPURTENANCES UNDER
PAVEMENT AND DRIVEWAYS AND CLASS A
BACKFILL IN ALL OTHER LOCATIONS.



12" D.I. WATER LINE CLASS 52
100% REVIEW SUBMITTAL NOT FOR CONSTRUCTION



Parametrix, Inc.

| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201022 |

CITY OF LEBANON
925 MAIN STREET LEBANON, OREGON
**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**
STA 77+10 TO STA 81+70

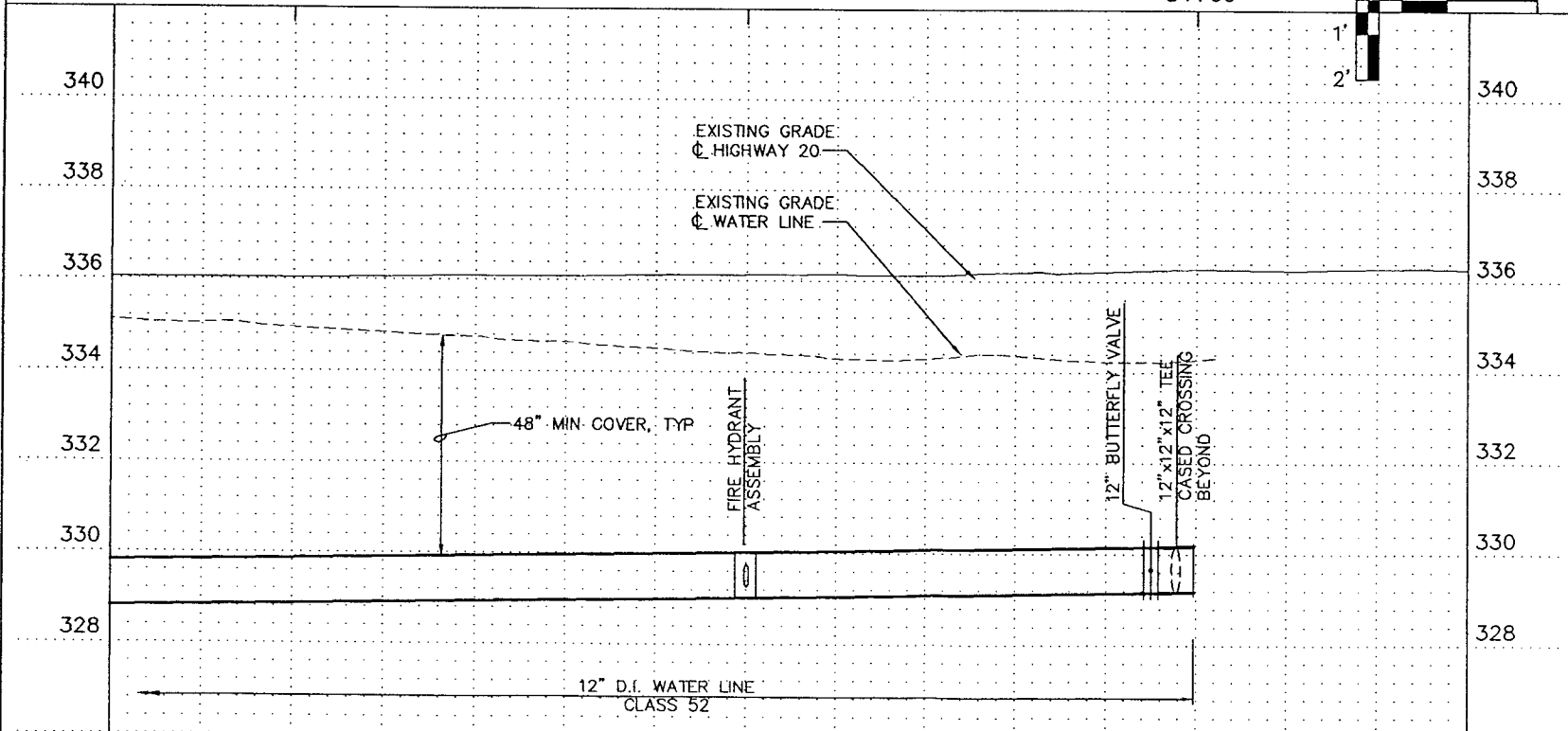
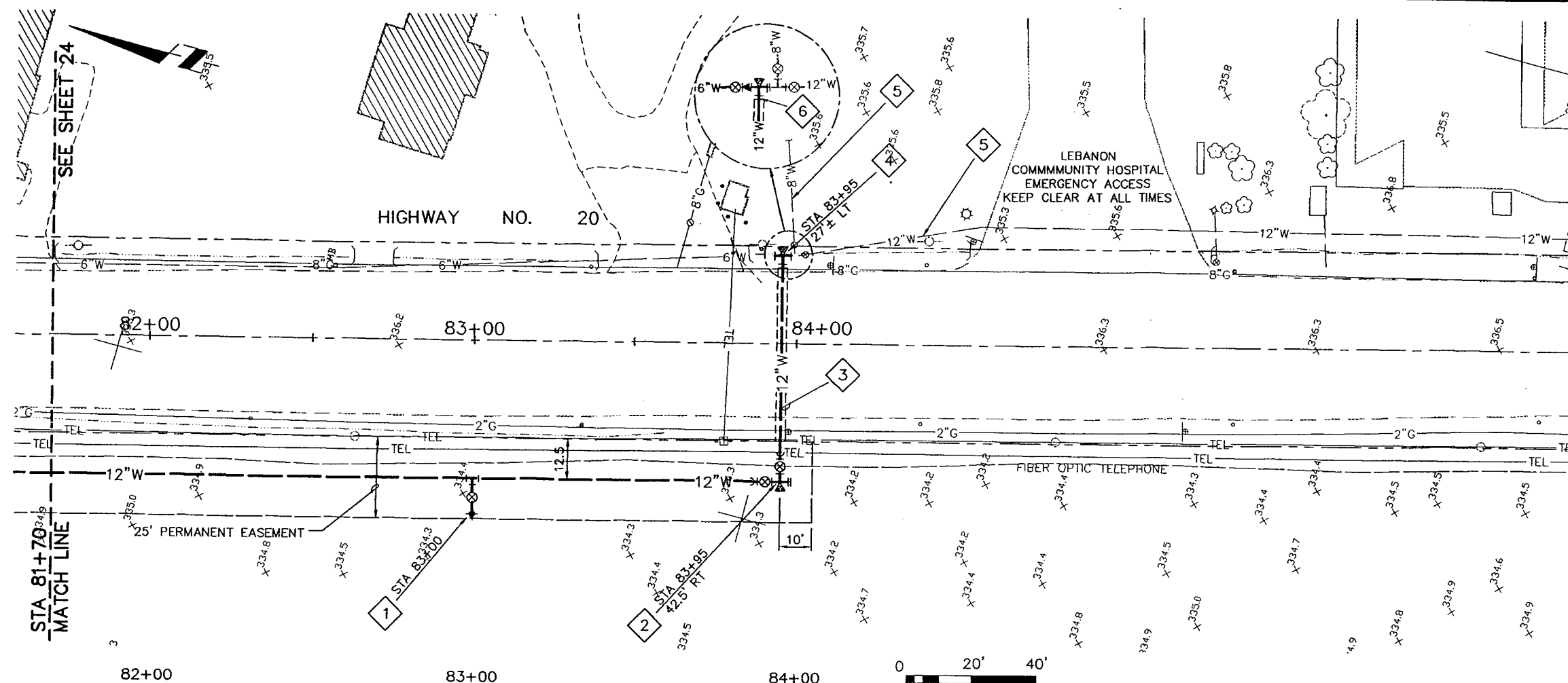
25 SHEET OF 35
TITLE: **HIGHWAY 20
PLAN AND PROFILE**
SCALE: HORIZ: 1"=20' VERT: 1"=2'

CONSTRUCTION NOTES

- 1 INSTALL:
1 - STANDARD FIRE HYDRANT ASSEMBLY
SEE DETAIL (1/4)
- 2 INSTALL:
1 - 12" x 12" x 12" TEE, FLG
2 - 12" BUTTERFLY VALVE, FLG
2 - 12" ADAPTER, FLG x M.J.
1 - 12" BLIND FLANGE
THRUST BLOCKING
- 3 INSTALL JACKED OR BORED STEEL CASING
SEE DETAIL (5/4)
- 4 REMOVE:
EXISTING 6" WATER LINE AND 6" FITTINGS
AS REQUIRED
INSTALL:
1 - 12" x 12" x 12" TEE
1 - 12" x 6" REDUCER
1 - 6" GATE VALVE
VERTICAL BENDS, IF REQUIRED
THRUST BLOCKING
NOTE:
LOCATE NEW 12" TEE AS CLOSE TO EXISTING
TEE AS POSSIBLE. CONTRACTOR SHALL
DETERMINE BEST FITTING END AND VALVING
END CONDITIONS, MISCELLANEOUS PIPE
NIPPLES, ETC., TO MAKE CONNECTION TO
EXISTING WATER SYSTEM AFTER DETERMINING
ACTUAL CONFIGURATION OF EXISTING SYSTEM.
- 5 MAINTAIN EXISTING 8" AND 12" WATER
MAINS IN SERVICE AT ALL TIMES FOR USE
BY HOSPITAL. PROVIDE ADDITIONAL
THRUST RESTRAINT AS NECESSARY AT
EXISTING TEE IF UNBALANCED LOADS OCCUR
DURING NEW WATER MAIN INSTALLATION.
ACTUAL CONFIGURATION OF EXISTING
FITTINGS/VALVING IS UNKNOWN.
CONTRACTOR SHALL DETERMINE ACTUAL
ARRANGEMENT PRIOR TO CONSTRUCTION.
- 6 INSTALL TEMPORARY BLOWOFF FOR TESTING

GENERAL NOTES

- 1. PROVIDE CLASS B BACKFILL FOR ALL WATER
LINES, SERVICES, AND APPURTENANCES UNDER
PAVEMENT AND DRIVEWAYS AND CLASS A
BACKFILL IN ALL OTHER LOCATIONS.



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Parametrix, Inc.



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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201023 |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**
STA 81+70 TO STA 86+70

26 SHEET OF 35



TITLE:
**HIGHWAY 20
PLAN AND PROFILE**

SCALE:
HORIZ: 1"=20' VERT: 1"=2'

CONSTRUCTION NOTES

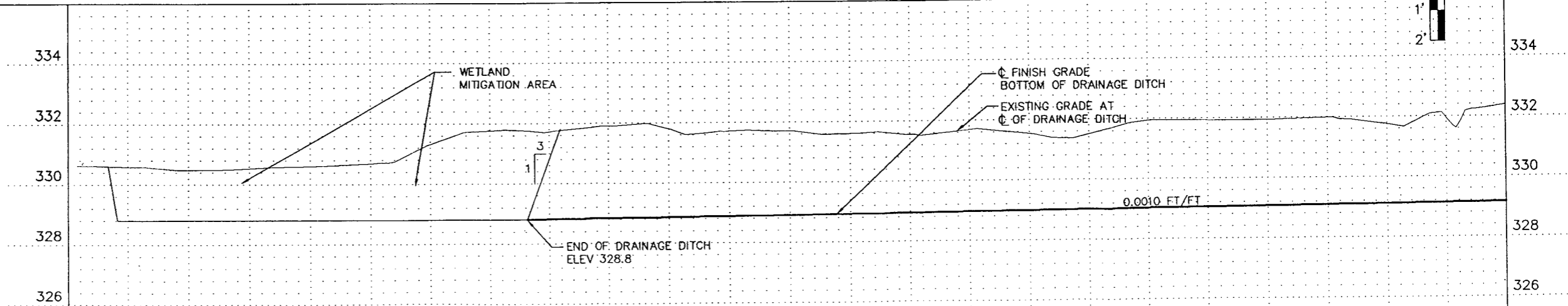
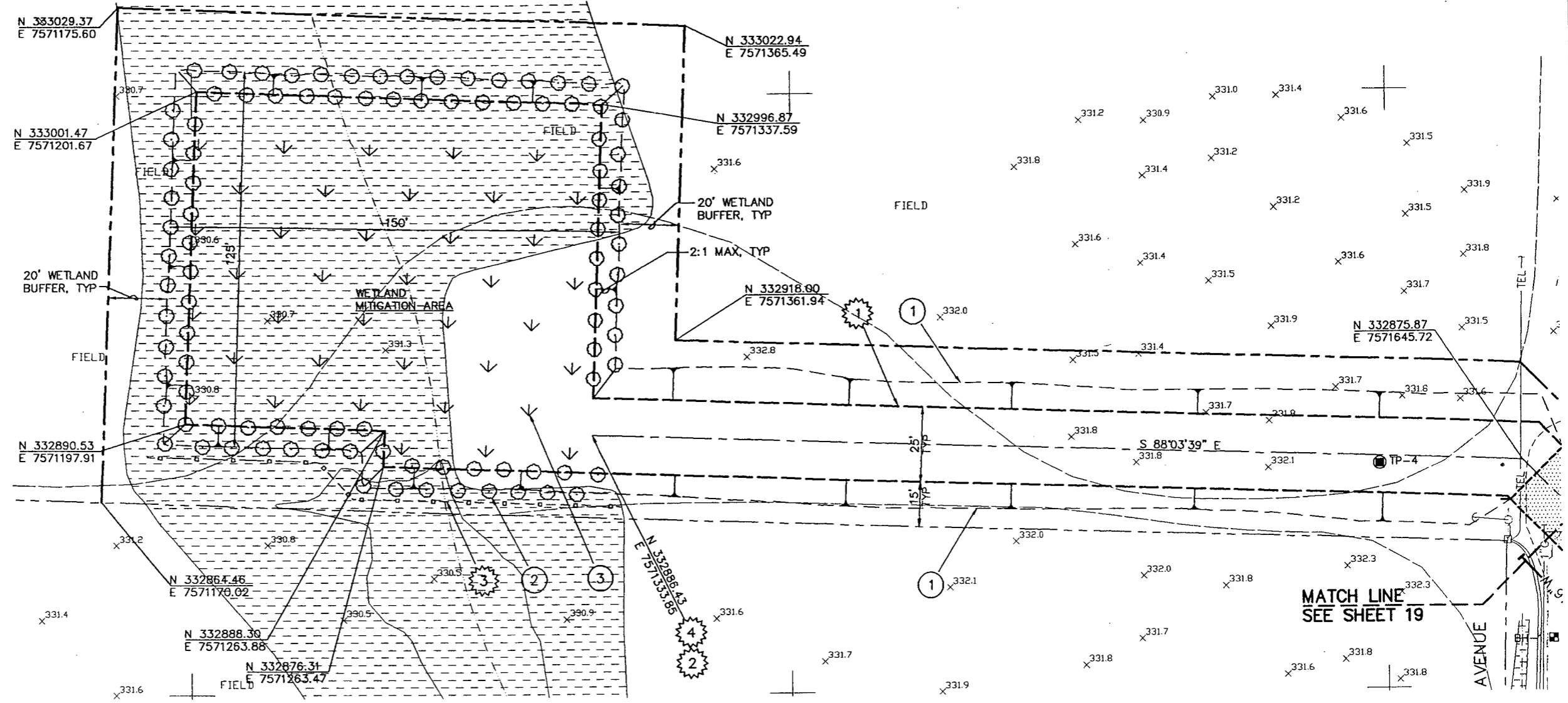
- ① APPROXIMATE SLOPE LINE FOR CUT/FILL
- ② PLANT SHRUB FRINGE AT TOE AND TOP OF SLOPE. SHRUBS SHALL REACH MATURITY IN 15 YEARS AND BE 2 GALLON SIZE AT TIME OF PLANTING. PLANT 10' O.C.
- ③ PLANT EMERGENT WETLAND SPECIES AS FOLLOWS:

| COMMON NAME | % OF MIX |
|-------------------|----------|
| WATER FOXTAIL | 20 |
| MEADOW FOXTAIL | 20 |
| RED TOP | 20 |
| BIRDSFOOT TREFOIL | 20 |

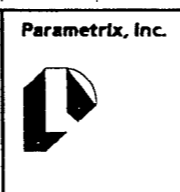
- ① CONSTRUCT DRAINAGE DITCH, SEE TYPICAL SECTION 
- ② CONSTRUCT OUTLET TO EXISTING DRAINAGE, SEE DETAIL 
- ③ INSTALL SILT FENCE PER SPECIFICATIONS
- ④ END OF DRAINAGE DITCH

GENERAL NOTES

1. SEE SPECIFICATIONS FOR PLANTING RATES AND DETAILS



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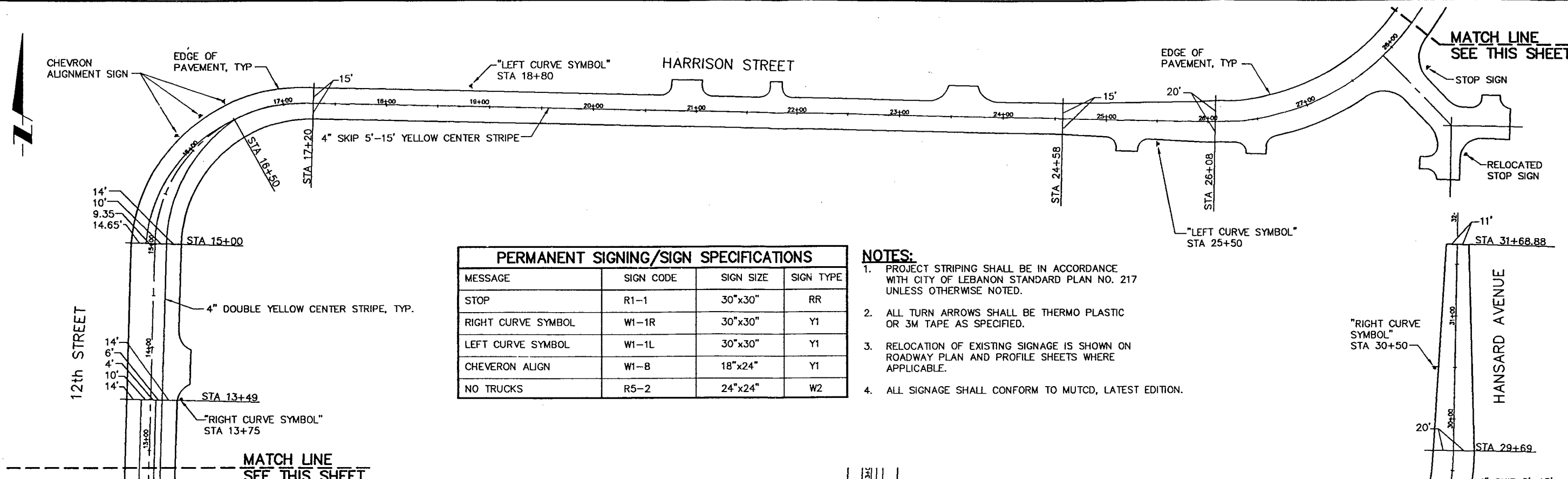


| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201028 |

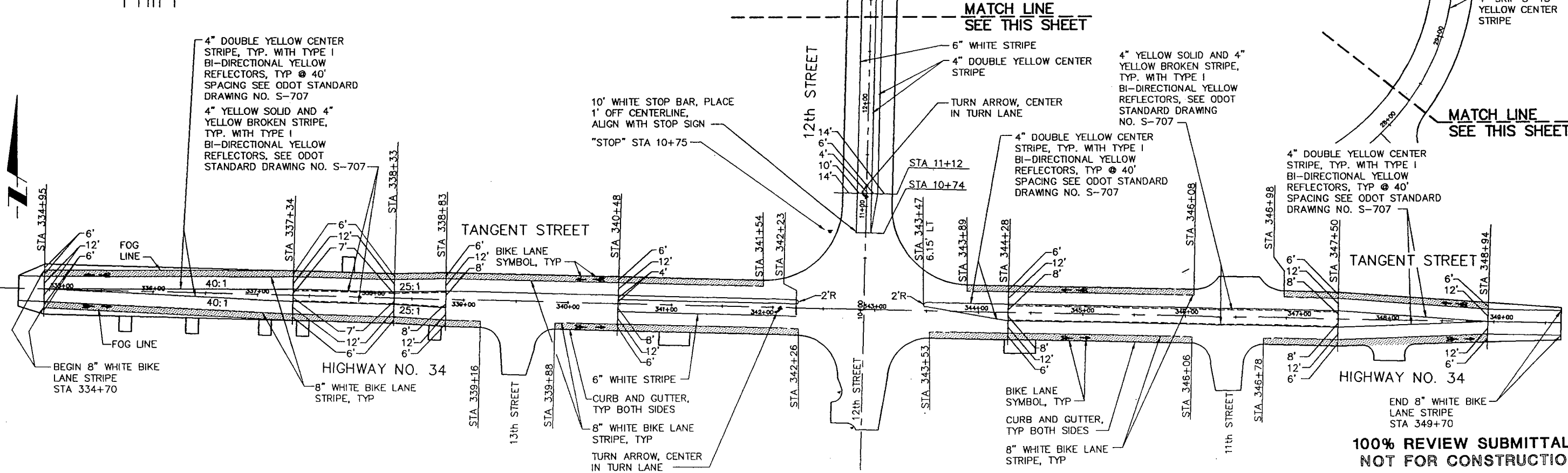
CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON
**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**

27 SHEET OF 35
TITLE: DRAINAGE DITCH PLAN AND PROFILE
SCALE: HORIZ: 1"=20' VERT: 1"=2'



| PERMANENT SIGNING/SIGN SPECIFICATIONS | | | |
|---------------------------------------|-----------|-----------|-----------|
| MESSAGE | SIGN CODE | SIGN SIZE | SIGN TYPE |
| STOP | R1-1 | 30"x30" | RR |
| RIGHT CURVE SYMBOL | W1-1R | 30"x30" | Y1 |
| LEFT CURVE SYMBOL | W1-1L | 30"x30" | Y1 |
| CHEVRON ALIGN | W1-8 | 18"x24" | Y1 |
| NO TRUCKS | R5-2 | 24"x24" | W2 |

- NOTES:**
- PROJECT STRIPING SHALL BE IN ACCORDANCE WITH CITY OF LEBANON STANDARD PLAN NO. 217 UNLESS OTHERWISE NOTED.
 - ALL TURN ARROWS SHALL BE THERMO PLASTIC OR 3M TAPE AS SPECIFIED.
 - RELOCATION OF EXISTING SIGNAGE IS SHOWN ON ROADWAY PLAN AND PROFILE SHEETS WHERE APPLICABLE.
 - ALL SIGNAGE SHALL CONFORM TO MUTCD, LATEST EDITION.



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| DESIGNED BY | T.M. COLEMAN |
| DRAWN BY | R.B. RICKS |
| CHECKED BY | G.L. DRAKE |
| PROJECT NUMBER | 94705 |
| FILE NAME | 89201031 |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

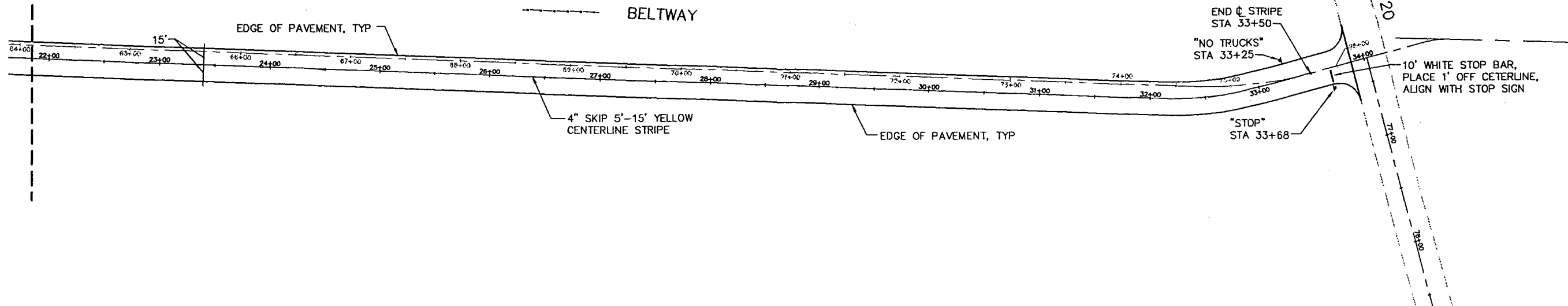
**HANSARD AREA
INFRASTRUCTURE IMPROVEMENTS**
HIGHWAY 34, 12th & HARRISON

28 SHEET OF 35

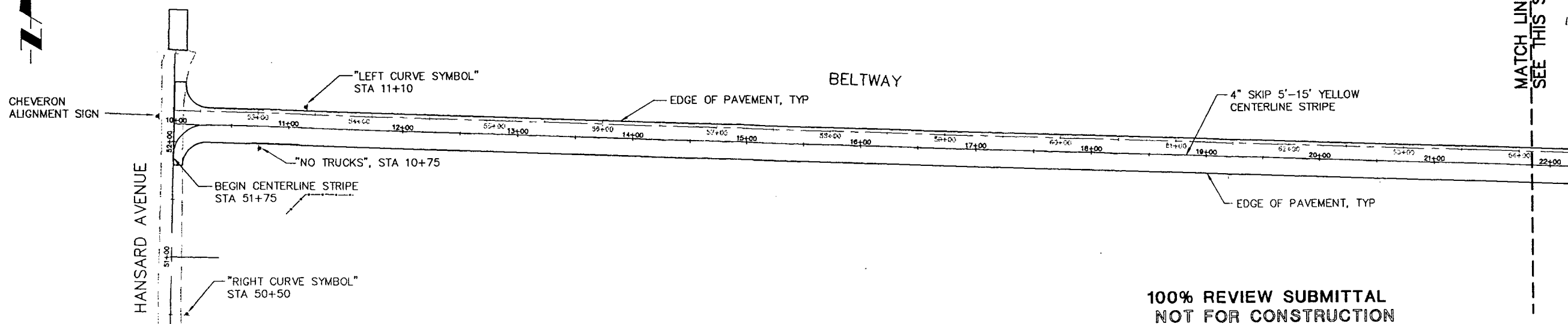
TITLE: **PERMANENT STRIPING AND SIGNING**

SCALE: 1"=50'

MATCH LINE
SEE THIS SHEET


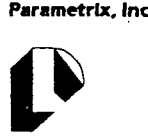


REFER TO SHEET 28 FOR NOTES



MATCH LINE
SEE THIS SHEET

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|  |  | DESIGNED BY | T.M. COLEMAN | CITY OF LEBANON 925 MAIN STREET LEBANON, OREGON | SHEET 29 OF 35 |
| | | DRAWN BY | R.B. RICKS | | |
| | | CHECKED BY | G.L. DRAKE | HANSARD AREA INFRASTRUCTURE IMPROVEMENTS HANSARD AVE. & BELTWAY | TITLE: PERMANENT STRIPING AND SIGNING |
| | | PROJECT NUMBER | 94705 | | |
| | | FILE NAME | 89201032 | | |
| NO. | DATE | DESCRIPTION OF REVISION | BY | | |

SHEET 1 OF 6
 RECORD OF SURVEY
 FOR CITY OF LEBANON
 DATE: OCTOBER 19, 1995

LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 10, THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 2 WEST WILLAMETTE MERIDIAN, AND WITHIN THE MORGAN KEES DONATION LAND CLAIM NO. 43, CITY OF LEBANON, LINN COUNTY, OREGON

TANGENT TABLE

| | | |
|----|-------|---------------|
| 1 | 9.74 | S 22°57'24" E |
| 2 | 9.00 | N 0°04'48" W |
| 3 | 10.00 | N 89°32'27" E |
| 4 | 3.12 | N 65°41'07" W |
| 5 | 9.00 | S 0°18'24" E |
| 6 | 2.83 | N 89°55'45" E |
| 7 | 28.96 | S 0°34'20" W |
| 8 | 29.04 | N 0°34'20" E |
| 9 | 7.17 | N 89°54'47" E |
| 10 | 58.38 | N 65°41'11" W |
| 11 | 66.20 | N 0°43'21" W |

REFERENCE TABLE

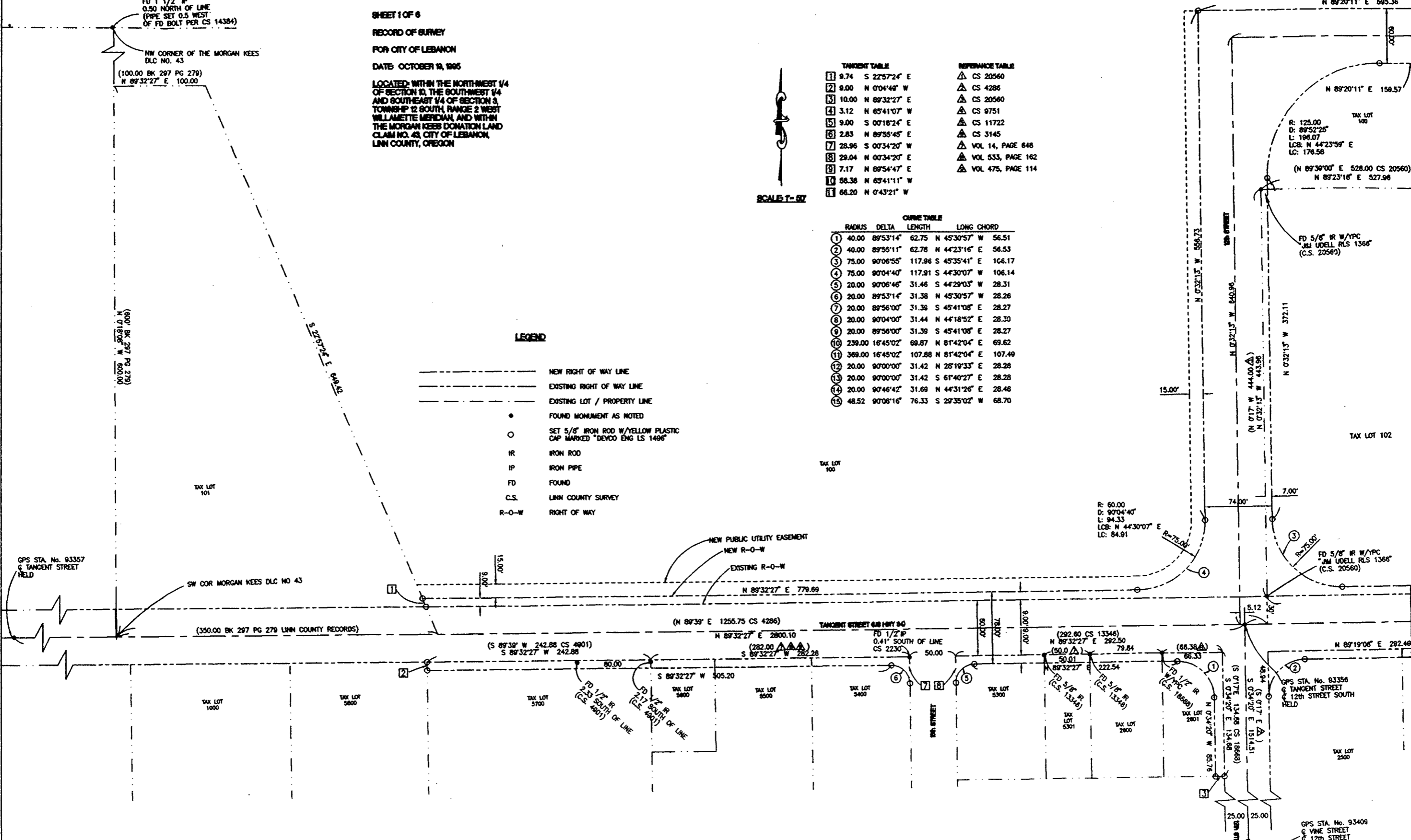
| | |
|---|-------------------|
| △ | CS 20560 |
| △ | CS 4286 |
| △ | CS 20560 |
| △ | CS 9751 |
| △ | CS 11722 |
| △ | CS 3145 |
| △ | VOL 14, PAGE 648 |
| △ | VOL 533, PAGE 162 |
| △ | VOL 475, PAGE 114 |

CURVE TABLE

| RADIUS | DELTA | LENGTH | LONG CHORD |
|--------|--------|-----------|-----------------------------|
| 1 | 40.00 | 89°53'14" | 62.75 N 45°30'57" W 56.51 |
| 2 | 40.00 | 89°55'11" | 62.78 N 44°23'16" E 56.53 |
| 3 | 75.00 | 90°06'55" | 117.96 S 45°35'41" E 106.17 |
| 4 | 75.00 | 90°04'40" | 117.91 S 44°30'07" W 106.14 |
| 5 | 20.00 | 90°08'46" | 31.46 S 44°29'03" W 28.31 |
| 6 | 20.00 | 89°53'14" | 31.38 N 45°30'57" W 28.28 |
| 7 | 20.00 | 89°56'00" | 31.39 S 45°41'08" E 28.27 |
| 8 | 20.00 | 90°04'00" | 31.44 N 44°18'52" E 28.30 |
| 9 | 20.00 | 89°56'00" | 31.39 S 45°41'08" E 28.27 |
| 10 | 239.00 | 16°45'02" | 69.87 N 81°42'04" E 69.62 |
| 11 | 389.00 | 16°45'02" | 107.88 N 81°42'04" E 107.49 |
| 12 | 20.00 | 90°00'00" | 31.42 N 28°19'33" E 28.28 |
| 13 | 20.00 | 90°00'00" | 31.42 S 61°40'27" E 28.28 |
| 14 | 20.00 | 90°46'42" | 31.69 N 44°31'26" E 28.48 |
| 15 | 48.52 | 90°06'16" | 76.33 S 29°35'02" W 68.70 |

LEGEND

- NEW RIGHT OF WAY LINE
- - - EXISTING RIGHT OF WAY LINE
- EXISTING LOT / PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET 5/8" IRON ROD W/YELLOW PLASTIC CAP MARKED "DEVCO ENG LS 1496"
- IR IRON ROD
- IP IRON PIPE
- FD FOUND
- C.S. LINN COUNTY SURVEY
- R-O-W RIGHT OF WAY



NEAL L. PETERSON
 DEVCO ENGINEERING INC.
 348 NE CONPER
 CORVALLIS, OREGON 97330
 (503) 767-8881

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 OCTOBER 28, 1977
 NEAL L. PETERSON
 1488
 EXPIRES 12/31/95



| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| FILE NAME | |

CITY OF LEBANON
 825 MAIN STREET
 LEBANON, OREGON

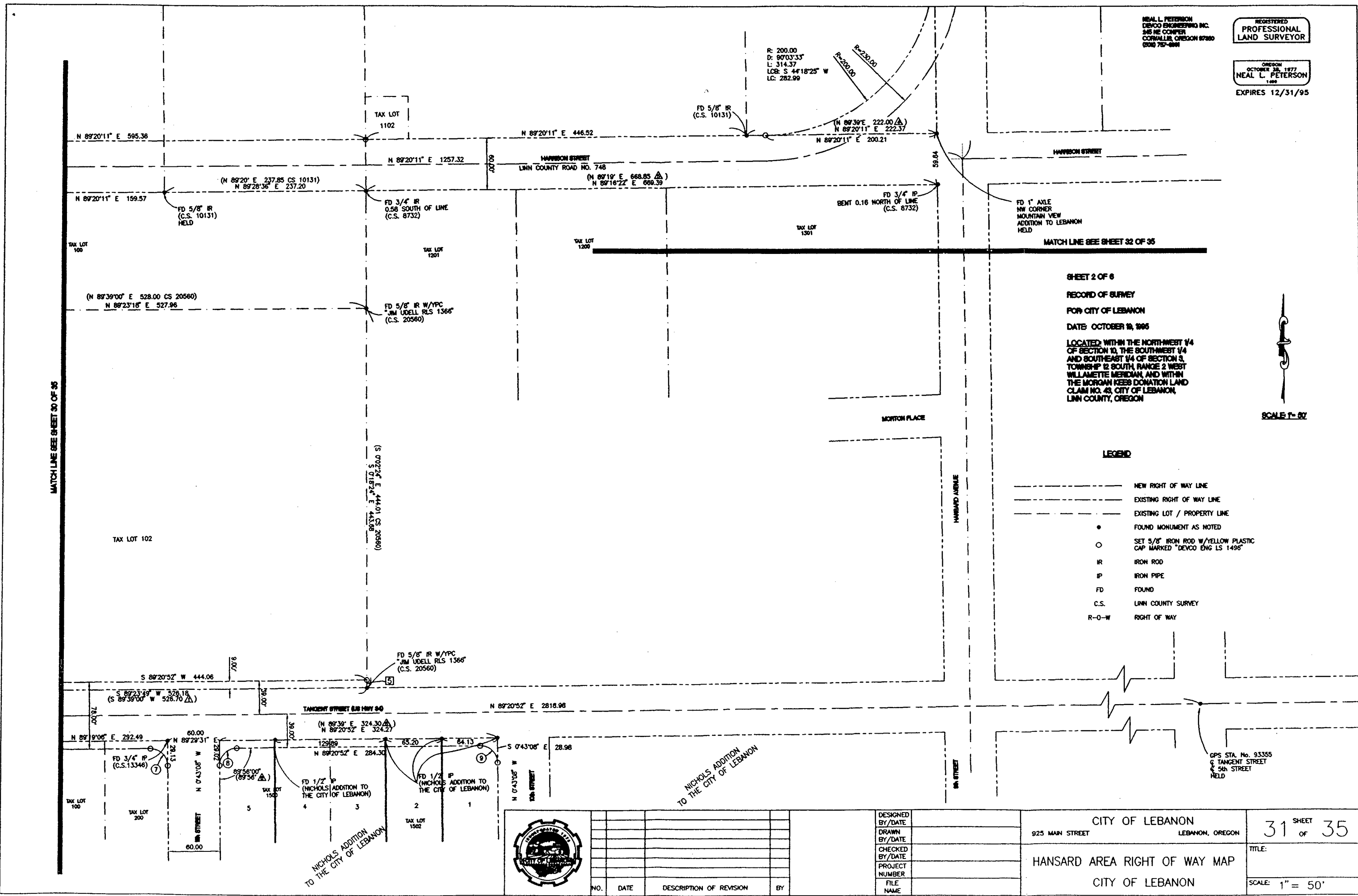
HANSARD AREA RIGHT OF WAY MAP
 CITY OF LEBANON

30 SHEET OF 35
 TITLE:
 SCALE: 1" = 50'

NEAL L. PETERSON
DECO ENGINEERING INC.
345 NE CENTER
CORVALLIS, OREGON 97330
(503) 757-8881

REGISTERED
PROFESSIONAL
LAND SURVEYOR

EXPIRES 12/31/95



SHEET 2 OF 6
RECORD OF SURVEY
FOR CITY OF LEBANON
DATE: OCTOBER 18, 1995

LOCATED WITHIN THE NORTHWEST 1/4
OF SECTION 10, THE SOUTHWEST 1/4
AND SOUTHEAST 1/4 OF SECTION 3,
TOWNSHIP 12 SOUTH, RANGE 2 WEST
WILLAMETTE MERIDIAN, AND WITHIN
THE MORGAN KEEB DONATION LAND
CLAIM NO. 43, CITY OF LEBANON,
LINN COUNTY, OREGON

SCALE 1" = 50'

LEGEND

- NEW RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT / PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET 5/8" IRON ROD W/YELLOW PLASTIC CAP MARKED "DECO ENG LS 1495"
- IR IRON ROD
- IP IRON PIPE
- FD FOUND
- C.S. LINN COUNTY SURVEY
- R-O-W RIGHT OF WAY

GPS STA. No. 93355
G TANGENT STREET
& 5th STREET
HELD



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| PROJECT NUMBER | |
| FILE NAME | |

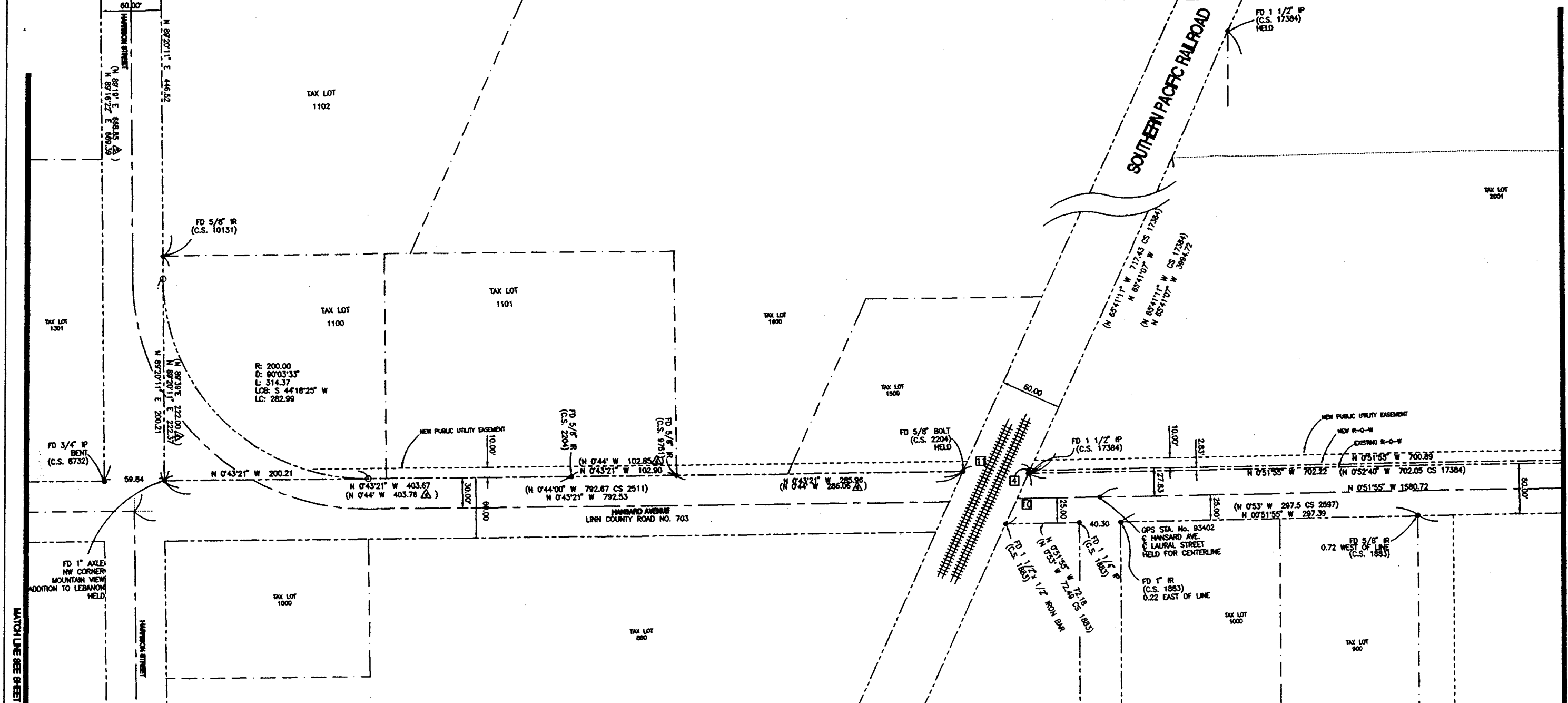
CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

HANSARD AREA RIGHT OF WAY MAP
CITY OF LEBANON

31 SHEET OF 35

TITLE:

SCALE: 1" = 50'



SHEET 3 OF 6
 RECORD OF SURVEY
 FOR CITY OF LEBANON
 DATE: OCTOBER 19, 1995
 LOCATED: WITHIN THE NORTHWEST 1/4
 OF SECTION 10, THE SOUTHWEST 1/4
 AND SOUTHEAST 1/4 OF SECTION 3,
 TOWNSHIP 12 SOUTH, RANGE 2 WEST
 WILLAMETTE MERIDIAN, AND WITHIN
 THE MORGAN KEEB DONATION LAND
 CLAIM NO. 43, CITY OF LEBANON,
 LINN COUNTY, OREGON

LEGEND

- NEW RIGHT OF WAY LINE
- - - EXISTING RIGHT OF WAY LINE
- EXISTING LOT / PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET 5/8" IRON ROD W/YELLOW PLASTIC CAP MARKED "DEVCO ENG LS 1496"
- IR IRON ROD
- IP IRON PIPE
- FD FOUND
- C.S. LINN COUNTY SURVEY
- R-O-W RIGHT OF WAY



SCALE 1" = 60'

NEAL L. PETERSON
 DEVCO ENGINEERING INC.
 245 NE COMPER
 CORVALLIS, OREGON 97330
 (503) 767-6881

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 OCTOBER 22, 1977
 NEAL L. PETERSON
 1488
 EXPIRES 12/31/95



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| DRAWN BY/DATE | |
| CHECKED BY/DATE | |
| PROJECT NUMBER | |
| FILE NAME | |

CITY OF LEBANON
 925 MAIN STREET
 LEBANON, OREGON
 HANSARD AREA RIGHT OF WAY MAP
 CITY OF LEBANON

32 SHEET OF 35
 TITLE:
 SCALE: 1" = 50'

MATCH LINE SEE SHEET 31 OF 35

MATCH LINE SEE SHEET 33 OF 35

SHEET 4 OF 6

RECORD OF SURVEY

FOR: CITY OF LEBANON

DATE: OCTOBER 19, 1995

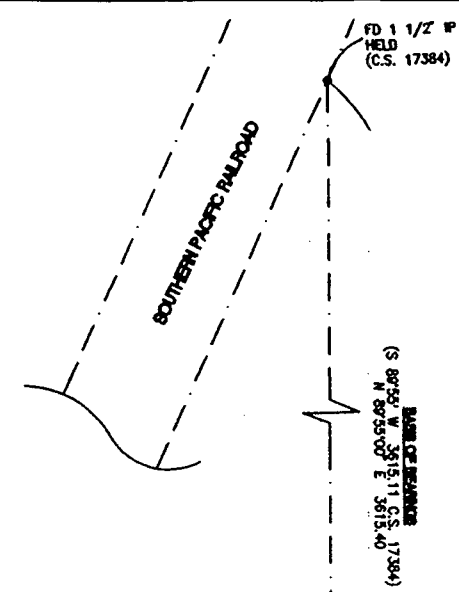
LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 10, THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 12 SOUTH, RANGE 2 WEST WILLAMETTE MERIDIAN, AND WITHIN THE MORGAN KEEB DONATION LAND CLAIM NO. 43, CITY OF LEBANON, LINN COUNTY, OREGON

LEGEND

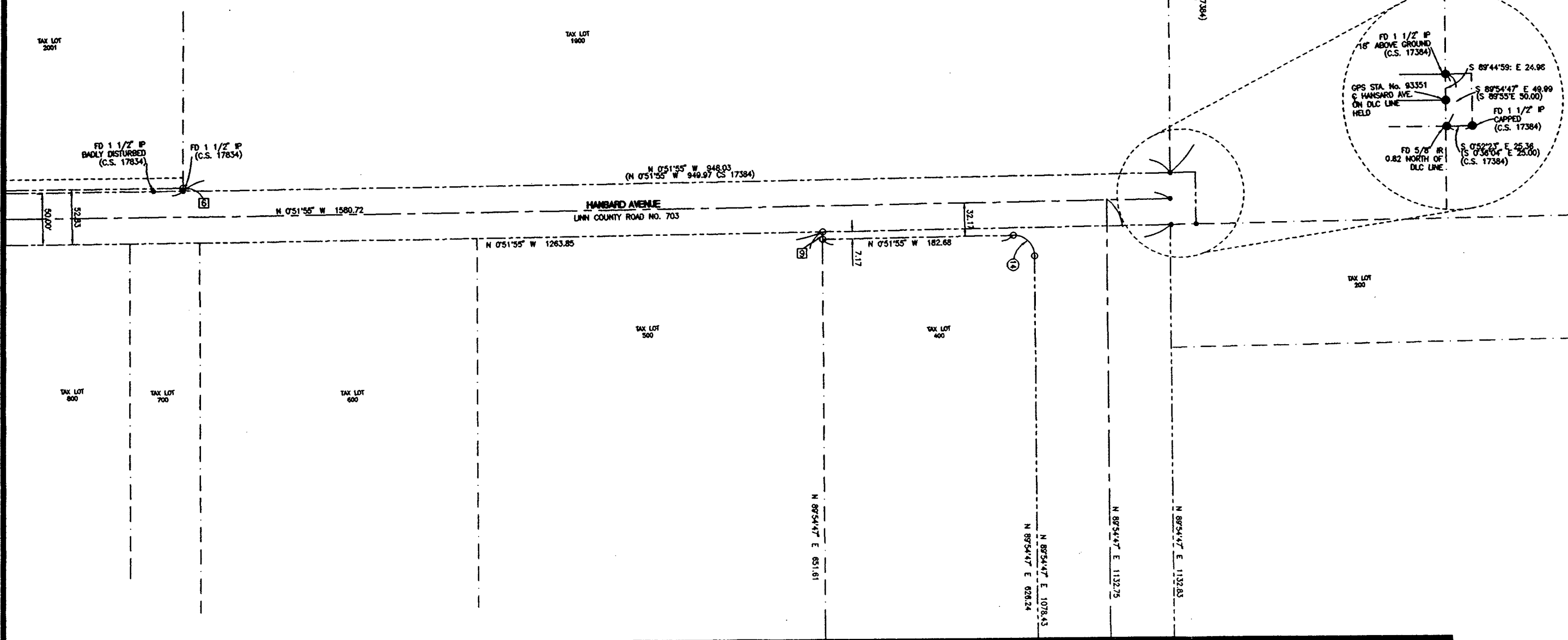
- NEW RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT / PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET 5/8" IRON ROD W/YELLOW PLASTIC CAP MARKED "DEVCO ENG LS 1496"
- IR IRON ROD
- IP IRON PIPE
- FD FOUND
- C.S. LINN COUNTY SURVEY
- R-O-W RIGHT OF WAY



SCALE: 1" = 50'



TAX LOT 1902



MATCH LINE SEE SHEET 32 OF 35

MATCH LINE SEE SHEET 34 OF 35

NEAL L. PETERSON
DEVCO ENGINEERING INC.
248 NE COPPER
CORVALLIS, OREGON 97330
333 767-8881

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
OCTOBER 28, 1977
NEAL L. PETERSON
1-088
EXPIRES 12/31/95



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| CHECKED BY/DATE | |
| PROJECT NUMBER | |
| FILE NAME | |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

HANSARD AREA RIGHT OF WAY MAP
CITY OF LEBANON

33 SHEET OF 35

TITLE:

SCALE: 1" = 50'

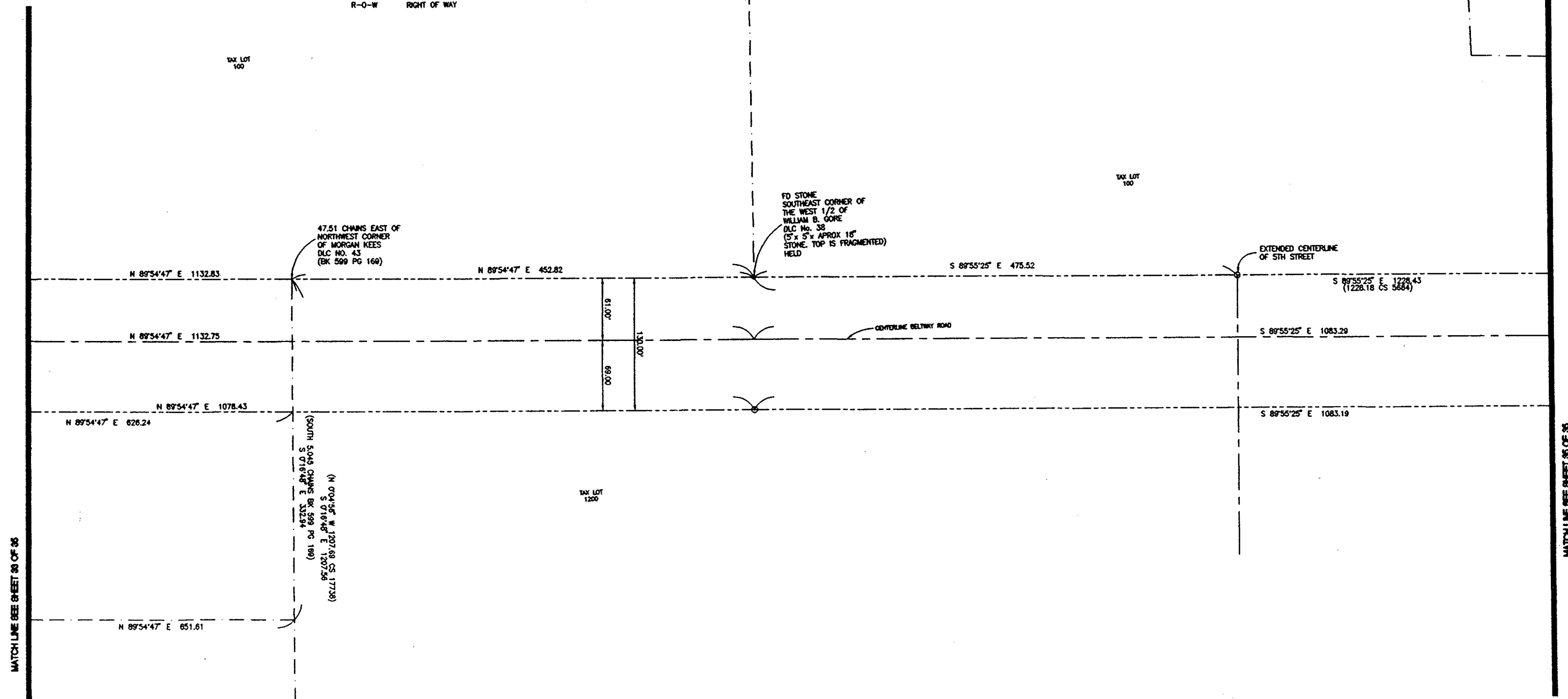
SHEET 4 OF 6
 RECORD OF SURVEY
 FOR CITY OF LEBANON
 DATE: OCTOBER 10, 1995

LOCATED WITHIN THE NORTHWEST 1/4 OF SECTION 10, THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 2 WEST WILLAMETTE MERIDIAN, AND WITHIN THE MORGAN KEES DONATION LAND CLAIM NO. 43, CITY OF LEBANON, LINN COUNTY, OREGON

LEGEND

- NEW RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT / PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET 5/8" IRON ROD W/YELLOW PLASTIC CAP MARKED "DEVCO ENG LS 1496"
- IR IRON ROD
- IP IRON PIPE
- FD FOUND
- C.S. LINN COUNTY SURVEY
- R-O-W RIGHT OF WAY

SCALE 1" = 50'



MATCH LINE SEE SHEET 03 OF 35

MATCH LINE SEE SHEET 05 OF 35

NEAL L. PETERSON
 DEVCO ENGINEERING INC.
 345 NE CENTER
 CORVALLIS, OREGON 97330
 (503) 757-0801

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

OREGON
 OCTOBER 28, 1877
 NEAL L. PETERSON
 1496
 EXPIRES 12/31/95



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| FILE NAME | |

CITY OF LEBANON
 925 MAIN STREET
 LEBANON, OREGON

HANSARD AREA RIGHT OF WAY MAP
 CITY OF LEBANON

34 SHEET OF 35

TITLE:

SCALE: 1" = 50'

FD 1" IP
 (BK 304 PG 834)

LOCATED: WITHIN THE NORTHWEST 1/4 OF SECTION 10, THE SOUTHWEST 1/4 AND SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 12 SOUTH, RANGE 2 WEST WILLAMETTE MERIDIAN, AND WITHIN THE MORGAN KEEB DONATION LAND CLAIM NO. 48, CITY OF LEBANON, LINN COUNTY, OREGON

PURPOSE

THE PURPOSE FOR THIS SURVEY WAS TO ESTABLISH AND MONUMENT EXISTING AND NEW RIGHT OF WAY LINES FOR TANGENT STREET (U.S. HWY 34), THE EXTENSION OF 12TH STREET NORTH OF TANGENT STREET, THE EXTENSION OF HARRISON STREET WEST, THE ADDITION OF RIGHT OF WAY WIDTH ON HANSARD AVENUE AND THE NEW RIGHT OF WAY OF BELTWAY BETWEEN HANSARD AVENUE AND HWY 20 AS DIRECTED BY THE CITY OF LEBANON.

RIGHT OF WAY DETERMINATION

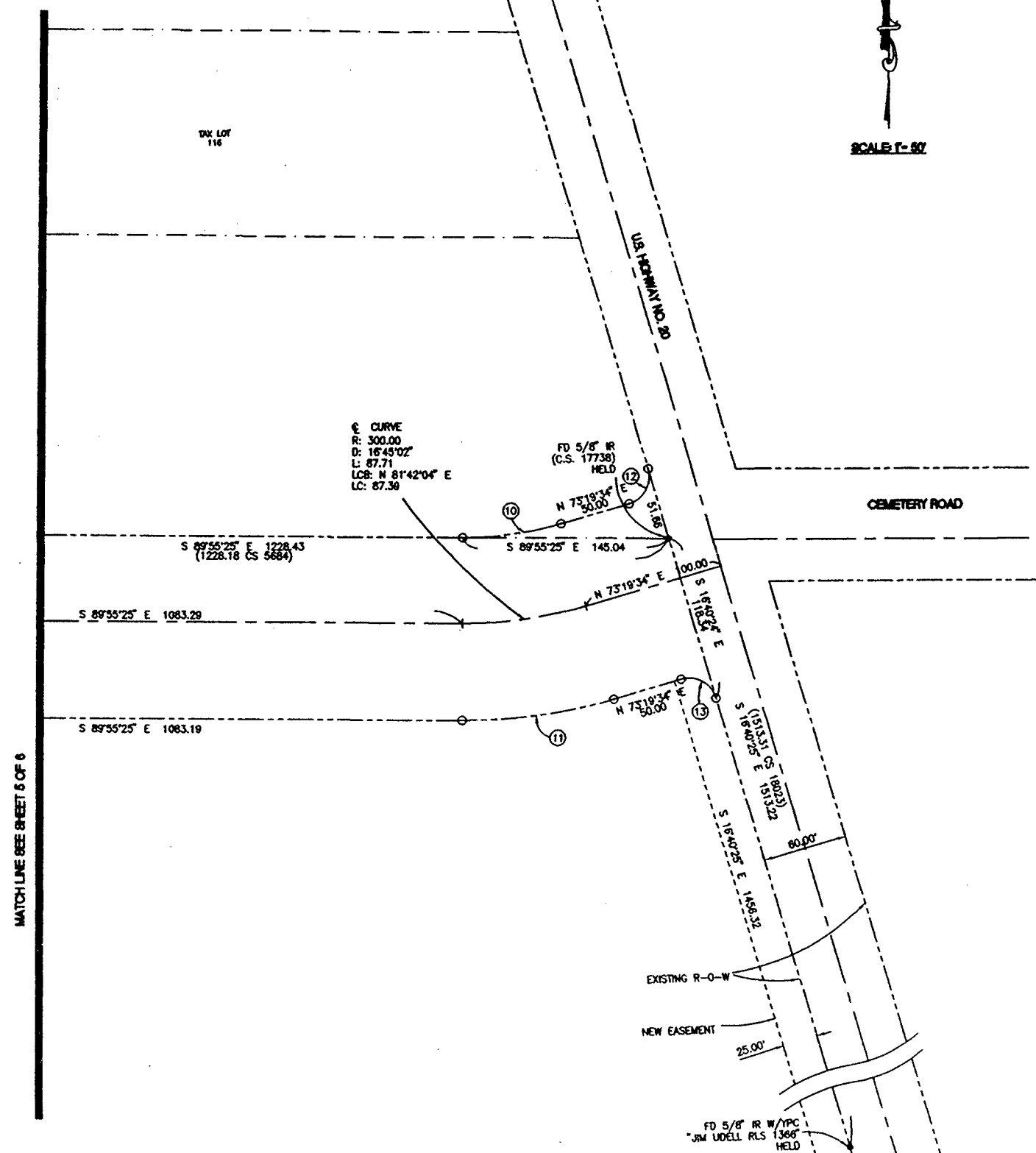
THE NEW RIGHT OF WAY WIDTHS AND GEOMETRY FOR THIS SURVEY ARE AS DIRECTED BY THE CITY OF LEBANON. THE MONUMENTS USED FOR ESTABLISHING THE CENTERLINE OF THE EXISTING RIGHT OF WAYS ARE AS FOLLOWS: LINN COUNTY GPS STATIONS 93355, 93356 AND 93357 WERE HELD FOR THE CENTERLINE OF TANGENT STREET (U.S. HWY 34). LINN COUNTY GPS STATIONS 93409 AND 93356 WERE USED TO ESTABLISH THE CENTERLINE OF 12TH STREET SOUTH OF TANGENT STREET. THE FOUND MONUMENTS ON THE WEST SIDE OF TAX LOT 102 SET IN LINN COUNTY SURVEY NO. 20580 WERE HELD TO ESTABLISH THE CENTERLINE OF 12TH STREET NORTH OF TANGENT STREET. THE FOUND "I" AXLE MONUMENTING THE NORTHWEST CORNER OF "MOUNTAIN VIEW ADDITION TO LEBANON" AND THE 5/8" IRON ROD SET IN LINN COUNTY SURVEY 10131 WERE USED FOR ESTABLISHING THE RIGHT OF WAY FOR HARRISON STREET AND ITS EXTENSION. FOR HANSARD AVENUE BETWEEN HARRISON STREET AND THE SOUTHERN PACIFIC RAILROAD TRACKS THE AFOREMENTIONED "I" AXLE AND THE 5/8" BOLT SET IN LINN COUNTY SURVEY NO. 2204 WERE USED. LINN COUNTY GPS STATIONS 93351 AND 93402 WERE USED HELD FOR CENTERLINE OF HANSARD AVENUE FROM SAO RAILROAD TRACKS NORTH. LINN COUNTY GPS STATION NO. 93351, THE FOUND STONE (SE COR. OF THE WEST 1/2 OF THE WILLIAM B. GORE D.C. NO. 38) AND THE FOUND 5/8" IR SET IN LINN COUNTY SURVEY NO. 17738 WERE HELD TO ESTABLISH THE NORTH RIGHT OF WAY LINE OF BELTWAY ROAD WITH A EVEN 130.00 FEET TO THE SOUTH. NOTE THE CENTERLINE IS NOT CENTERED WITHIN THE RIGHT OF WAY. ALL RADIUS DISTANCES AT RIGHT OF WAY INTERSECTIONS ARE AS DIRECTED BY THE CITY OF LEBANON.

LEGEND

- NEW RIGHT OF WAY LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT / PROPERTY LINE
- FOUND MONUMENT AS NOTED
- SET 5/8" IRON ROD W/YELLOW PLASTIC CAP MARKED "DEVCO ENG LS 1496"
- IR IRON ROD
- IP IRON PIPE
- FD FOUND
- C.S. LINN COUNTY SURVEY
- R-O-W RIGHT OF WAY

| CURVE TABLE | | | | |
|-------------|--------|-----------|----------------------|------------|
| | RADIUS | DELTA | LENGTH | LONG CHORD |
| ① | 40.00 | 89°33'14" | 62.75 N 45°30'57" W | 56.51 |
| ② | 40.00 | 89°55'11" | 62.78 N 44°23'16" E | 56.53 |
| ③ | 75.00 | 90°06'55" | 117.96 S 45°35'41" E | 106.17 |
| ④ | 75.00 | 90°04'40" | 117.91 S 44°30'07" W | 106.14 |
| ⑤ | 20.00 | 90°06'46" | 31.46 S 44°29'03" W | 28.31 |
| ⑥ | 20.00 | 89°53'14" | 31.38 N 45°30'57" W | 28.26 |
| ⑦ | 20.00 | 89°58'00" | 31.39 S 45°41'08" E | 28.27 |
| ⑧ | 20.00 | 90°04'00" | 31.44 N 44°18'52" E | 28.30 |
| ⑨ | 20.00 | 89°58'00" | 31.39 S 45°41'08" E | 28.27 |
| ⑩ | 239.00 | 16°45'02" | 69.87 N 81°42'04" E | 69.62 |
| ⑪ | 369.00 | 16°45'02" | 107.88 N 81°42'04" E | 107.49 |
| ⑫ | 20.00 | 90°00'00" | 31.42 N 28°19'33" E | 28.28 |
| ⑬ | 20.00 | 90°00'00" | 31.42 S 61°40'27" E | 28.28 |
| ⑭ | 20.00 | 90°46'42" | 31.69 N 44°31'28" E | 28.48 |
| ⑮ | 48.52 | 90°08'16" | 76.33 S 29°35'02" W | 68.70 |

SCALE 1" = 50'



NEAL L. PETERSON
DEVCO ENGINEERING INC.
245 NE COMPER
CORVALLIS, OREGON 97330
(503) 767-8888

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
OCTOBER 28, 1977
NEAL L. PETERSON
1.000
EXPIRES 12/31/95



| NO. | DATE | DESCRIPTION OF REVISION | BY |
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| PROJECT NUMBER | |
| FILE NAME | |

CITY OF LEBANON
925 MAIN STREET
LEBANON, OREGON

HANSARD AREA RIGHT OF WAY MAP
CITY OF LEBANON

35 SHEET OF 35

TITLE:

SCALE: 1" = 50'

AGENDA ITEM 6



CITY OF LEBANON

MEMORANDUM

TO: JOSEPH WINDELL
CITY ADMINISTRATOR

DATE: NOVEMBER 2, 1995

FROM: JAMES P. RUEF
DIRECTOR OF PUBLIC WORKS *JPR*

SUBJECT: SANTIAM TRAVEL STATION ARCHITECT AGREEMENT

The Santiam Travel Station (STS) project is still being stalled by the Southern Pacific Railroad (SPRR) as they deal with our offer to buy the building. One of the ways to keep the project moving forward would be for the City of Lebanon to take some risk and begin the architectural design process now. The risk is that we may incur architectural expenses without grant reimbursement if the SPRR decides not to sell us the property. This would be contrary to what SPRR has told us verbally.

Once City Council acts on the Architectural Agreement, it goes to the Oregon Department of Transportation (ODOT) for their approval. Only after ODOT has approved the agreement (four to six weeks time) will we give the architect notice to proceed. That is when our risk starts so we hope to have an answer from SPRR by then.

The architect selection process was qualifications based and was dictated by ODOT standard procedures. The selection team was made up of one person from ODOT and three city staff. Four architects (2 from Salem, 1 from Portland, and 1 from Vancouver, WA) submitted proposals.

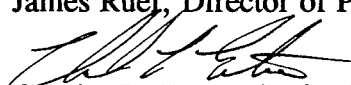
The scope of the architect's duties include environmental and historical studies ending with one copy of construction drawings. From there, ODOT takes over and will bid the project and provide construction management. Because of the long review times for ODOT, the schedule (attached) shows that construction cannot begin until this time next year.

I concur with the recommendation from Charles Eaton to award the \$42,000 contract to DSP Architecture. If City Council agrees, a motion authorizing you to sign the contract would be appropriate.



CITY OF LEBANON

MEMORANDUM

TO: James Ruef, Director of Public Works
FROM: 
Charles L. Eaton, Senior Engineer

DATE: November 1, 1995

SUBJECT: Santiam Travel Station
Architectural Agreement

This memo requests council approval of a motion authorizing the Mayor and City Recorder to sign the Personal Services Contract with DSP Architecture, AIA for the enhancement project Santiam Travel Station.

BACKGROUND INFORMATION

The Santiam Travel Station (Lebanon Railroad Depot) Project was developed to rehabilitate the historic Southern Pacific Railroad Depot located between Grant and Sherman on Third Street. The project involves the acquisition, rehabilitation and rejuvenation of the depot to be used as an Intermobil Transportation Center. An agreement was executed between the City of Lebanon and the State of Oregon in April of 1994 to obtain federal funding as part of the ISTEA program. The City of Lebanon and the Oregon Department of Transportation in cooperation advertised for consultant services for the subject project. A review of those services resulted in the determination of DSP Architecture, AIA as the most qualified applicant for the subject project.

This project has been delayed by acquisition negotiations with the Southern Pacific Railroad. While acquisition of the property has not yet occurred, it is anticipated that it will come about within the next month or two. Approval of this agreement does involve some risk if said acquisition does not take place. However, the city match of \$30,000 is available and would allow for over 50% of this agreement to have been executed before a stop work order needs to be placed, and/or before additional City funds become a risk.

To delay execution of this contract any further could put the project in jeopardy on the completion side of the equation resulting in forfeiture of the grant.

RECOMMENDATION

Attached find the State of Oregon Personal Services Contract for the subject project with DSP Architecture and I recommend Council's approval authorizing the City Administrator to sign all three copies of the agreement for the enhancement project, Santiam Travel Station, Lebanon.

cc: Jim Clark, Engineering Services Division Manager
Tom McHill, City Attorney

STATE OF OREGON LOCAL AGENCY
PERSONAL SERVICES CONTRACT
SANTIAM TRAVEL STATION
PROJECT NO. 94706

This contract is between the City of Lebanon, acting by and through its Elected Officials, hereafter called Agency, and DSP Architecture hereafter called Contractor. Agency's supervising representative for this contract is Charles L. Eaton.

Effective Date and Duration

This contract shall become effective on July 27, 1995 (or on the date at which every party has signed this contract, and when required, the Oregon Department of Transportation (ODOT) has concurred with this contract, or whichever date is later). This contract shall expire, unless otherwise terminated or extended, on May 20, 1997.

Statement of Work

- (a) The statement of work is contained in EXHIBIT A attached hereto and by this reference made a part hereof.
- (b) The delivery schedule for the work is identified in EXHIBIT A.

Consideration

- (a) Agency agrees to pay Contractor a sum not to exceed \$ 42,000 for accomplishment of the work, including any allowable expenses.
- (b) Interim payments shall be made to Contractor according to the schedule identified in EXHIBIT A.

Travel and other expenses

Reimbursement of travel and other expenses is allowed only in accordance with current State of Oregon Management/Executive service employee rates.

Amendments

The terms of this contract shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

Terms and conditions listed on separate page

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): DSP Architecture, A.I.A. Address: 500 W. 8th St., Suite 115
Social Security #: N/A Vancouver, WA 98660
Federal Tax ID #: 91-1229046 State Tax ID #: N/A

Citizenship: Nonresident alien Yes No
Business Designation (check one): Individual Sole Proprietorship Partnership
 Estate/Trust Corporation Public Service Corporation Governmental/Nonprofit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 20 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance to the terms and conditions (listed on the front and backside and made part of this contract by reference) and the statement of work made part of this contract by reference; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and hereby certify I am an independent contractor as defined in ORS 670.600.

Approved by the Contractor:

James J. Santos, partner 25 Oct '95
Signature/Title Date

AGENCY AND OTHER SIGNATURES

Approved by Agency

Agency Representative/Title _____ Date _____

Approved by Agency Legal Counsel

Agency Legal Counsel _____ Date _____

Concurrence by the Oregon Department of Transportation

Manager, Program Section _____ Date _____

RECEIVED

OCT 25 1995

GENERAL PROVISIONS

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and, as an independent contractor, will be responsible for any federal or state taxes applicable to any compensation or payments paid to contractor under this contract. Contractor will not be eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, worker's compensation, or the Public Employees' Retirement System except as a self-employed individual.

2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice, or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, the Contractor certified that it is not currently employed by the federal government. Contractor further certifies that it is not currently employed by the State of Oregon.

4. Subcontracts and Assignment

Contractor shall not enter into subcontracts for any of the work scheduled under this contract or assign or transfer any of its interest in this contract without obtaining prior written approval of the Agency. Subcontracts exceeding \$10,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other agency or Department of the State of Oregon.

6. Funds Available and Authorized

Agency certified at the time of entering into this contract that sufficient funds are available and authorized for expenditure to finance cost of this contract within the Agency's appropriation or limitation. Contractor understands and agrees that Agency's payment of amounts under this contract attributable to work performed after the current fiscal period is contingent on Agency receiving from the agency's governing body sufficient appropriations, limitations or other expenditure authority. Contractor also understands and agrees that Agency's payments of amounts under this contract attributable to work performed after June 30, 1995, is contingent on ODOT receiving from the Oregon Legislative Assembly sufficient appropriations, limitations or other expenditure authority. Agency may terminate this contract, effective upon the delivery of written notice to Contractor, with no further liability to Contractor.

7. Termination

(a) This contract may be terminated by mutual consent of both parties, or by the Agency upon thirty (30) days notice, in writing and delivered by certified mail or in person.

(b) Agency may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Agency, under any of the following conditions:

(i) If Agency funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.

(ii) If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

(iii) If any licenses or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

(c) Agency by written notice of default (including breach of contract) to Contractor may terminate the whole or any part of this agreement:

(i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof;

(ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with 10 days or such longer period as the Agency may authorize.

The rights and remedies of the Agency provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law, or under this contract.

8. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

9. Severability

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

10. Compliance With Applicable Law

Contractor agrees to comply with all federal, state, county and local laws, ordinances and regulations applicable to the work under this contract, including those on EXHIBIT B which is attached hereto and by this reference made a part hereof. This contract shall be governed by and construed in accordance with the laws of the State of Oregon. Contractor specifically agrees that the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555 shall apply to and govern performance of

this contract. Contractor shall certify compliance with ORS 670.600, as set forth in EXHIBIT C which is attached hereto and by this reference made a part hereof.

11. Workers' Compensation

Contractor, its subcontractors, if any, and all employers working under this Agreement are subject and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for workers defined within ORS 656.027.

12. Indemnity

(a) Claims for Other Than Professional Liability

Contractor shall defend, save and hold harmless the State of Oregon and Agency, their officers, agents, and employees, from all claims, suites, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities of Contractor or its subcontractor, agents or employees under this agreement.

(b) Claims for Professional Liability

Contractor shall defend, save and hold harmless the State of Oregon and Agency, their officers, agents, and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agent or employees in performance of professional services under this agreement.

13. Waiver

Agency failure to enforce any provisions of this contract shall not constitute a waiver of that or any other provision by the Agency.

14. Access to Records

Agency, the Secretary of State's Office of the State of Oregon, the Oregon Department of Transportation, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available on request. Payment for cost of copies is reimbursable by Agency.

15. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulation. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. State Tort Claims Act

Contractor is not an officer, employee, or agent of the State of Oregon or Agency as those terms are used in ORS 30.265.

17. Insurance

EXHIBIT B is hereby referenced and made a part of this contract.

18. Ownership of Work Products

All work products of the Contractor which result from this contract are the exclusive property of Agency.

19. Approvals

Signature by the Agency is required before any work may begin under this contract.

20. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

21. Attorney Fees

In the event a lawsuit of any kind is instituted by either party to collect any payment due under this contract or to obtain performance of any kind under this contract, the prevailing party shall collect such additional sums as the court may adjudge for reasonable attorney fees and recover all costs and disbursements incurred therein.

22. Force Major

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

23. Other Requirements

If federal funds are involved in this contract, EXHIBITS D and E will require additional certification and signature by Contractor.

24. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

25. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court of the State of Oregon.

Merger Clause

This contract and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this contract, understands it and agrees to be bound by its terms and conditions.

EXHIBIT A

Part 1 of 3

PERSONAL SERVICE CONTRACT
(Statement of Work and Delivery Schedule)

PRELIMINARY ENGINEERING

A. SCOPE OF WORK

1. The objective of the project is to develop any required environmental documents, produce preliminary and final plans, special provisions and cost estimates, permit applications, and conduct any required public hearings in conformance with FHWA rules and regulations, the Oregon Action Plan, local building codes and local land use ordinances.
2. The scope of work to be performed by Contractor shall include all engineering services related to the location and design of the project including, but not limited to, the following:

To be performed by:

| AGENCY | ODOT | CONTRACTOR | |
|-------------------------------------|-------------------------------------|-------------------------------------|---|
| | <input type="checkbox"/> | <input type="checkbox"/> | Coordinate Agency/ODOT meetings |
| | <input type="checkbox"/> | <input type="checkbox"/> | Preliminary field surveys |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Foundation investigations |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Hydraulic studies and reports |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Project Prospectus Part 3: Project Environmental Classification |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Draft and final environmental documents |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Prepare applications and obtain all required permits |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prepare preliminary design |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Prepare right-of-way descriptions |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prepare final plans |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Compute quantities and cost estimates |

- | | | | |
|--------------------------|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prepare preliminary special provisions |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Prepare final special provisions |
| | <input type="checkbox"/> | <input type="checkbox"/> | Submit plans, special provisions, and cost estimate to ODOT |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revise plans and special provisions as required by the ODOT |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Other (specify) |

3. Construction plans shall be in conformance with standard practices for ODOT for plans prepared by its own staff. Procedures shall be consistent with the provisions of the current editions of the various manuals pertaining to design which are published or endorsed by ODOT and the FHWA. The Contractor shall make such minor changes, modifications or revisions in the details of the work as may be required by the Agency. When alternatives are to be considered, the Agency shall have the right of selection.
4. ODOT and the FHWA reserve the right to initiate conferences with the Agency and the Consultant to review the work in progress. As a minimum, conferences will be arranged prior to proceeding with any work on the project upon completion of the field survey work and prior to proceeding with final design. For structural design projects, a preliminary plan with a complete hydraulic report, if appropriate, and a preliminary foundation report will be required prior to proceeding with final design. If a hydraulic report is necessary, it shall contain the following information:
 - a. Discussion of hydrology of site which should include but is not limited to the following:
 - (1) Contributing drainage area at site.
 - (2) Flood frequency versus peak discharge relationship of site.
 - b. Local knowledge of past floods at site.
 - c. Backwater analysis of existing structure and proposed structure. Backwater analysis should be done for the following floods:
 - (1) Structures within a regulatory floodway: a 100-year design flood, and either a roadway overtopping flood or a 500-year flood, whichever occurs more frequently.
 - (2) Structures outside a regulatory floodway: a 25-year design flood, a 100-year flood and either a roadway overtopping flood or a 500-year flood, whichever occurs more frequently.

ODOT shall prepare the contract and bidding documents, advertise for construction bid proposal and award all contracts.

5. ODOT shall assign a liaison person to provide advice and guidance to Contractor and to monitor work in progress for conformance with FHWA, ODOT and local rules and regulations pertaining to acceptable procedures, standards and related report forms during the preliminary engineering and design phases of the project.
6. Contractor will coordinate with the project design team to help avoid or minimize adverse project effects on the historic resource. Contractor will arrange a coordination meeting with the State Historic Preservation Office (SHPO). At this meeting, the Contractor, Agency and SHPO will review the design plans for the proposed work, and SHPO can provide feed back on Section 106 Level of Effect of the proposed work on the historic resource, as well as offer suggestions on various options to avoid or minimize adverse effects to the resource or historic property.
 - a. If SHPO concurs on a finding of "No Effect," their concurrence letter should be included in the project documentation, and the Contractor's work is concluded.
 - b. If SHPO indicates a preliminary finding of "No Adverse Effect," the Contractor will need to coordinate with SHPO to determine whether a Section 106 document is required. Contractor will prepare the Section 106 document if required. Contractor will probably also need to prepare a Section 4(f) statement for the environmental document.
 - c. If SHPO indicates a finding of "Adverse Effect," Contractor will need to coordinate with SHPO, the ODOT cultural staff, and the design team to consider and evaluate methods to avoid, minimize, and/or mitigate the effects to the resource. Contractor will need to prepare Section 106 and Section 4(f) documents.

B. DESIGN CRITERIA

Design Standards for all projects shall meet the requirements of the Intermodal Surface Transportation Efficiency Act of 1991. In addition, all projects on the Oregon State Highway System shall be in compliance to Standards specified in the current ODOT Highway Design Manual and related references. Construction plans shall be in conformance with standard practices of Agency for plans prepared by its own staff.

C. ITEMS FURNISHED TO CONTRACTOR

Agency shall furnish the Contractor with any available copies of plans, profiles, cross-sections, or other data which may facilitate development of the project and the preparation of preliminary plans, special provisions and cost estimates. This does not preclude access to public reports and files of ODOT and Agency or the use of other existing data available in a form usable by the Contractor. Compilation, tabulation, and analysis of data by ODOT or Agency are not to be expected by Contractor unless specifically stated under Scope of Work.

D. DOCUMENTS FURNISHED BY CONTRACTOR

1. All documents prepared by Contractor pursuant to this agreement shall be property of Agency. Contractor may retain copies thereof for its records. Reuse of work product created by Contractor for a purpose not originally intended by parties shall be at the sole risk of such user.
2. The following documents shall be furnished to the Agency by the Contractor:
 - a. One original copy of the draft and/or environmental documents, including all original project graphics.
 - b. Two copies of the completed contract drawings and Special Provisions to the Standard Specifications.
 - c. Two copies of itemized cost estimate for construction of the project.
 - d. One set of contract plans on permanent stable reproducible to a scale that will be readable when reduced to one-half size with one copy of all reports and drawings pertaining thereto plus an equal number of revised copies if review discloses that revisions are necessary.
 - e. One copy of all survey notes taken by Contractor.
 - f. One copy of the quantity and design computations.
 - g. Electronic files on 3½" disketts for all completed documents such as drawings, reports, specifications, and graphics in AutoCad and WordPerfect formats as appropriate.
3. Contractor should be aware of the following requirements and responsibilities:
 - a. That the project is to be designed within the scope of available funding.
 - b. That the base design proposed has been established by a rational design method acceptable to ODOT and/or the FHWA.
 - c. The project is to be developed in conformance with FHWA rules and regulations and the Oregon Action Plan.
 - d. All required permits are to be identified and obtained, at Agency's expense, unless specifically stated under Scope of Work.

E. TIME OF BEGINNING AND COMPLETION

1. Contractor shall not proceed with any phase of the work covered by this agreement prior to receiving written authorization from Agency to proceed.
2. Established agreement expiration date shall not be extended because of any unwarranted delays attributable to Contractor, but may be extended by Agency in the event of a delay attributable to Agency or because of unavoidable delays caused by an Act of God, governmental actions or other conditions beyond the control of Contractor.
3. Delays attributable to or caused by one of the parties hereto amounting to 30 days or more affecting the completion of the work may be considered a cause for renegotiations or termination of this agreement by the other party.

4. Changes in agreement workscope, project cost or expiration date must be submitted as supplemental agreements. All supplements must be executed during the effective dates of this agreement and receive approval by FHWA and concurrence by ODOT prior to execution.

F. ENDORSEMENT OF DATA

Contractor shall place his official Oregon Registered Engineer endorsement on all engineering data furnished to the Agency.

G. SUPPLEMENTAL CRITERIA

1. Conduct such additional work as called for in the request for proposal and/or identified in the accepted proposal attached hereto and by this reference made a part hereof.
2. Conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs and submit five (5) copies of a preliminary report following Agency instructions with layout maps to the Agency.
3. Prepare drawings of sufficient detail to permit identification of the actual location of the proposed improvements on the ground.

H. PROJECT DELIVERY SCHEDULE

1. Preliminary engineering report shall be completed and submitted to the Agency within 60 days.
2. Final plans, specifications and other contract documents called for shall be completed and submitted to the Agency within 120 days after approval of preliminary engineering report.
3. The project schedule requires advertising for bids by October 21, 1996. The contractor agrees to provide agency with five sets of finished plans and specifications by April 4, 1996 and finished bid plans and specifications by August 15, 1996.
4. Review and approve for conformance with the design concept any necessary shop and working drawings furnished by contractors. Interpret the intent of the drawings and specifications to protect the Agency against defects and deficiencies in construction. Provide general engineering review of the work as construction progresses to ascertain that the contractor is conforming with the design concept.

I. ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided upon prior written authorization of the Agency and written approval of Grant Authority.

1. Laboratory tests, borings, specialized geological, soils, hydraulic or other studies recommended by the Contractor.
2. Redesigns ordered by the Agency after final plans have been accepted by the Agency and Grant Authority except redesigns to reduce the project cost to within the funds available.
3. Appearance before courts or boards on matters of litigation or hearings related to the project.
4. Review and approve for conformance with the design concept any necessary shop and working drawings furnished by contractors. Interpret the intent of the drawings and specifications to protect the Agency against defects and deficiencies in construction. Provide general engineering review of the work as construction progresses to ascertain that the Contractor is conforming with the design concept. Make site visits as required in Request for Proposal.

Payment for these services shall be agreed in writing between the Agency and approved by Grant Authority prior to commencement of the work. Barring unforeseen circumstances, such payment is estimated not to exceed \$4,000. The Contractor will render an itemized bill, separate from any other billing, for such services in accordance with the provisions of this contract.

EXHIBIT A

Part 2 of 3

PERSONAL SERVICES CONTRACT (Unit Price Consideration)

- A. The compensation for work accomplished under this contract shall not exceed a maximum of \$42,000 without prior written approval of Agency. Contractor agrees to perform all services on the basis of contractor's unit price amounts detailed in this exhibit.
- B. Progress payments will be made to Contractor over the period of the contract upon receipt of the contractor's billing statement. Bills for services shall show the dates, persons or classifications, and billing rates and must detail the nature of the work done by each. Nonlabor costs must be fully itemized. All bills and other forms of claims for payment must be submitted in duplicate no more than once per month to Agency's Project Manager for approval by Agency. Agency shall review, approve and forward to ODOT's liaison person all billings received from Contractor. All approved billings shall be paid directly to Contractor by Agency. Agency shall submit all claims for reimbursement to ODOT. ODOT shall submit all claims for federal participation to FHWA. Failure to present claims in proper form within 60 days after the end of the month in which the work is performed shall constitute a waiver on the part of Contractor to present such claim thereafter or to receive payment therefore. Agency and ODOT shall make payment of all approved billing statements in accordance with ORS 293.462.
- C. Payment for work accomplished, eligible for federal-aid participation, shall be those costs allowable under the provisions of 48 CAR Part 31 (Federal Acquisition Regulations).
- D. Agency shall allow appropriate increases in agreed maximum amount should any substantial approved increase occur in the scope, character, schedule or complexity of services as outlined in the Statement of Work in **EXHIBIT A**. Contractor must have written approval of Agency and ODOT concurrence prior to commencing any such work. Moreover, Contractor shall not incur costs in excess of the maximum amount of such cost stated in this section unless an increase in such maximum amount is allowed by Agency and ODOT.
- Any such increase in the maximum amount shall be the subject of a supplemental contract to be negotiated between Agency and Contractor.
- E. Payment for extra work performed under this contract shall be paid as agreed to by the parties hereto in writing at the time extra work is authorized.
- F. Agency reserves the right to withhold final payment equal to five percent (5%) of the total contract amount until all required work is completed and accepted by the Agency.
- G. Final payment of any balance due contractor will be made promptly upon verification of completion and acceptance of the work by Agency. ODOT, Agency, or their duly authorized agents, may audit contractor's records prior to payment of the final billing. In no event shall the adjusted costs exceed the maximum amount specified above without a contract amendment.

EXHIBIT A

Part 3 of 3

PARTNERSHIPS OR SOLE PROPRIETORS

PERSONAL SERVICES CONTRACT

(For Unit Price, Lump Sum Estimates, or Actual Cost Plus a Fixed Fee)

**BREAKDOWN OF DIRECT SALARY AND
DIRECT NONLABOR COSTS**

DIRECT LABOR COST

| <u>Personnel</u> | <u>Hours</u> | <u>Billing Rate</u> | <u>Estimated Cost</u> |
|----------------------------|--------------|---------------------|-----------------------|
| L. Swatoch, Partner | 25 | \$80.00 | \$2,000.00 |
| L. Spears, Tech. Resources | 72 | 58.00 | 4,176.00 |
| D. Walla, Tech. III | 124 | 57.00 | 7,068.00 |
| M. Bottemiller, Drftm. II | 140 | 49.00 | 6,860.00 |
| L. Homstad, Clerical | 12 | 35.00 | 420.00 |
| | | Total | \$ <u>20,524.00</u> |

DIRECT NONLABOR COST

Travel and per diem:

| | |
|---|------------------|
| Per diem - _____ days at \$_____/day | \$ _____ |
| Air travel - _____ trips at \$ _____ | \$ _____ |
| _____ cars at \$ _____ per day for _____ days | \$ _____ |
| <u>1,880</u> miles at \$0.25/mile | \$ <u>470.00</u> |
| Total | \$ <u>470.00</u> |

Rent expense:

| | |
|--|-------------|
| Office Rent - \$ _____ per month for _____ months | \$ <u>0</u> |
| Equipment rental - \$ _____ per month for _____ months | \$ <u>0</u> |
| Total | \$ <u>0</u> |

SUMMARY OF ESTIMATE FOR SERVICES

Direct Labor cost \$ 20,524.00

DIRECT NONLABOR COSTS

| | |
|---|---------------------|
| Travel and Per Diem | \$ <u>470.00</u> |
| Rent Expense | \$ <u>N/A</u> |
| Reproduction Expenses | \$ <u>750.00</u> |
| Computer Expense | \$ <u>500.00</u> |
| Communications | \$ <u>150.00</u> |
| Outside Consultants (see list) (Firm Name and Service) | \$ <u>17,844.00</u> |
| Other (Specify) | \$ <u>1,521.00</u> |

Oregon Workman's Comp. for
DSP, Athay & Paraclete

| | |
|------------------------------|---------------------|
| Subtotal | \$ <u>21,003.00</u> |
| Total Estimate | \$ <u>41,527.00</u> |
| Total Not To Exceed/Lump Sum | \$ <u>42,000.00</u> |

Summary of Outside Consultant's Fees

| | |
|---|-----------------|
| 1. Certified Environmental Consulting | \$ 590.00 |
| 2. KGA | 3,722.00 |
| 3. Athay & Associates | 3,080.00 |
| 4. Paraclete Engineers, Inc. | 3,179.00 |
| 5. Macdonald Environmental (Oregon dbe #1027) | 3,615.00 |
| 6. Foundation Engineering (Oregon dbe #2282) | <u>3,658.00</u> |

Subtotal \$ 17,844.00

(DBE Participation = 7,223 div. 42,000 = 17.2%)

EXHIBIT B
(NON-PERS MEMBER)
PERSONAL SERVICES CONTRACT

COMPLIANCE WITH APPLICABLE LAW

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. (Amended by 1953 c.131 §3; 1957 c.586 §14; 1965 c.26 §1; 1969 c.493 §76)

279.314 Condition concerning payment of claims by public officers.

(1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

(2) The payment of a claim in the manner authorized in this section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims. (Amended by 1981 c.712 §5)

279.316 Condition concerning hours of labor.

(1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

(2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. (Amended by 1967 c.167 §1; 1979 c.6 §1; 1989 c.672 §1)

279.320 Conditions concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall also contain a condition the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such contractor or all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017. (Amended by 1967 c.359 §687; 1981 c.712 §6; subsection (2) enacted as 1989 c.684 §3)

RECYCLING

As required by ORS 279.555, in the performance of this contract, the contractor shall use recyclable products to the maximum extent economically feasible in performance of the contract work set forth in this document.

INSURANCE

During the term of this contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027).

2. Required Not required

General Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract, and shall provide that the State of Oregon, the Transportation Commission and its members, the Department of Transportation and their divisions, officers, and employees are Additional Insured but only with respect to the Contractor's services to be provided under this Contract.

3. Required Not required

Automobile Liability insurance with a combined single limit of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or nonowned vehicles, as applicable.

4. Required Not required

Professional liability insurance with a combined single limit of not less than \$1,000,000 each claim incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

5. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30-days written notice from the Contractor or its producer (agent or broker) to the Department of Transportation.

6. Certificates of insurance. As evidence of the insurance coverages required by this contract, the Contractor shall furnish acceptable insurance certificates to the Agency at the time Contractor returns signed contracts. The certificate will specify all of the parties who are Additional Insured and include the 30-day cancellation clause. Insuring companies or entities are subject to State acceptance. If requested, complete policy copies shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

7. Required Not required

Other Insurance Coverage:

EXHIBIT D

PERSONAL SERVICES CONTRACT

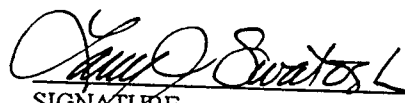
CERTIFICATION OF CONSULTANT

I hereby certify that I am the Partner (title) and duly authorized representative of the firm of DSP Architecture whose address is 500 W. 8th Street Suite 115, Vancouver, WA 98660 that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

25 Oct '95
DATE


SIGNATURE

CERTIFICATION OF AGENCY OFFICIAL

I hereby certify that I am the Agency Official of City of Lebanon Oregon, and that the above consulting firm or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to

- (a) Employ, retain, or agree to employ or retain, any firm or person, of
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

10-31-95
DATE



SIGNATURE

EXHIBIT E

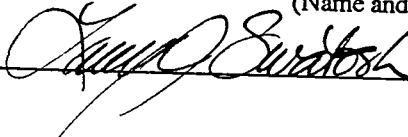
PERSONAL SERVICES CONTRACT
(Federal Provisions)

CERTIFICATION OF NONINVOLVEMENT IN ANY
DEBARMENT AND SUSPENSION

As a supplement to this proposal, the contractor on this project shall complete the following certification with regard to current involvement in any debarment, suspensions, indictments, convictions, and civil judgment indicating a lack of business integrity.

LARRY SWATOCH, PARTNER

(Name and Title of Authorized Representative of Contractor)



(Signature)

being duly sworn and under penalty of perjury under the laws of the State of Oregon, certifies that, except as noted below,

DSP ARCHITECTURE, AIA

(Name of Firm)

certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated above; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

**INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY
MATTERS--PRIMARY COVERED TRANSACTIONS**

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Agency's determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Agency determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Agency may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Agency to whom this proposal is submitted if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency entering into this transaction.
7. The Contractor further agrees by submitting this proposal that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", provided by the Agency entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to required establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Agency may terminate this transaction for cause or default.

**ADDENDUM TO FORM FHWA-1273, REQUIRED
CONTRACT PROVISIONS**

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B—Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at anytime the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transactions entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agreed by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Employment

- A. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Agency shall have the right to annul this contract without liability, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- B. Contractor shall not engage, on a full or part-time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been at any time during the period of this contract, in the employ of Agency, except regularly retired employees, without written consent of the public employer of such person.
- C. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Agency shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

Nondiscrimination

During the performance of this contract, Contractor, for himself, his assigned and successors in interest, hereinafter referred to as Contractor, agrees as follows:

- A. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the agency of Transportation relative to nondiscrimination in Federally assisted programs of the Agency of Transportation, Title 49, code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in appendix B of the Regulations.
- B. **Solicitation for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
- C. **Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act).** During the performance of this contract, Contractor agrees as follows:
 - (1) Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- D. **Information and Reports.** Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Agency, ODOT, or FHWA as appropriate, and shall set forth what efforts he/she has made to obtain the information.

- E. **Sanctions for Noncompliance.** In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Agency shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - (2) Cancellation, termination, or suspension of the agreement in whole or in part.
- F. **Incorporation of Provisions.** Contractor will include the provisions of paragraph A through F of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Agency or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, Agency may, at its option, enter into such litigation to protect the interests of Agency, and, in addition, Contractor may request Agency to enter into such litigation to protect the interests of the Agency.

Disadvantaged Business Enterprise (DBE) Policy

In accordance with Title 49, Code of Federal Regulations, Part 23, or as may be amended (49 CFR 23), Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the Oregon Department of Transportation (Department) that Disadvantage Business Enterprises as defined in 49 CFR 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements of 49 CFR 23 apply to this contract.

DBE Obligations. Contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 23 to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts.

The DBE Policy Statement shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Agency that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Agency and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Agency the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Agency.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Agencies.

DBE Definition. Only firms certified by the Executive Department, State of Oregon may be utilized to satisfy these obligations.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 14 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Request for Proposal/Qualification for this project as required by ORS 200.045.

Lobbying

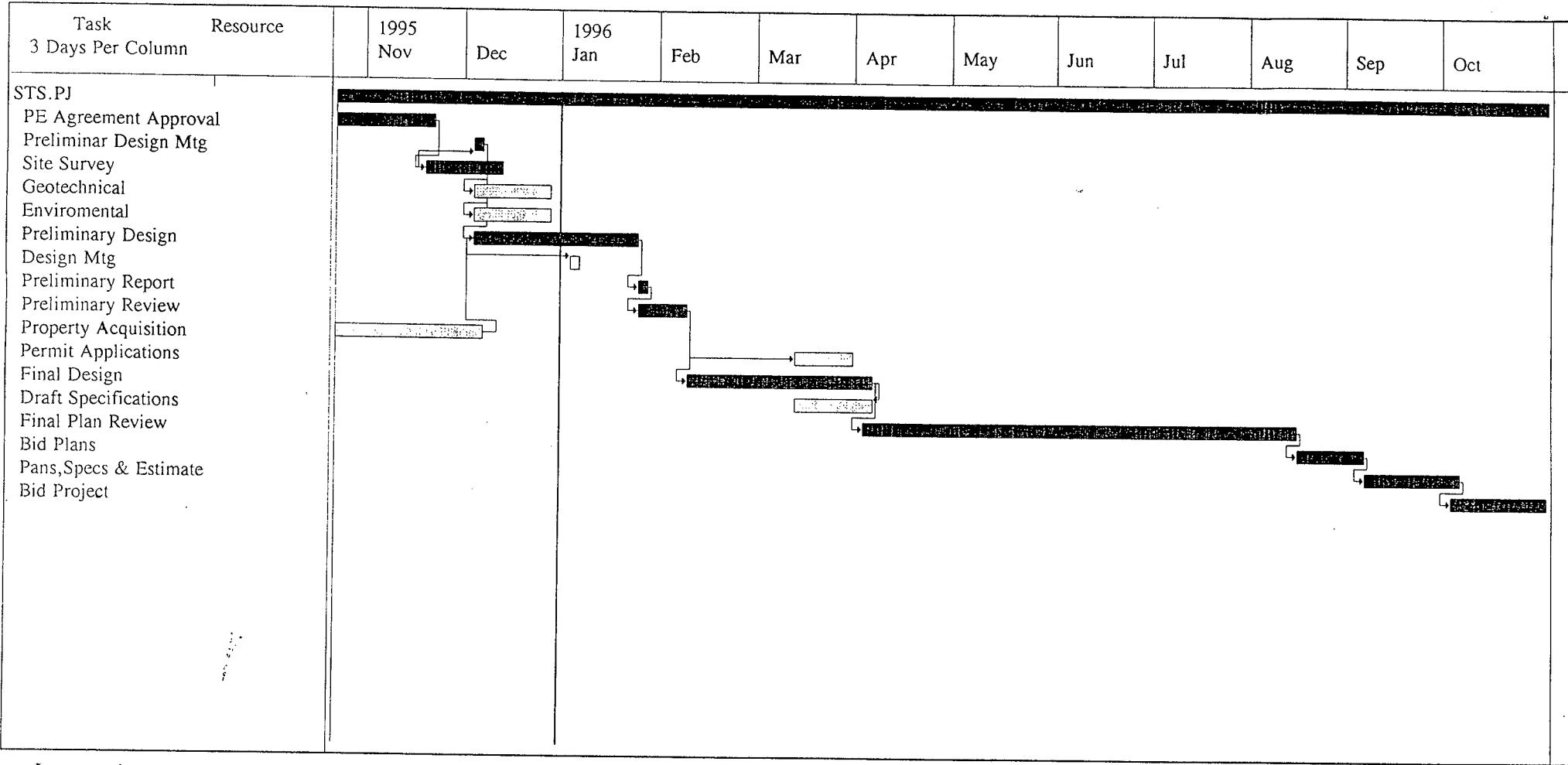
The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Santiam Travel Station Project Delivery Schedule



— Interrupted [Pattern] Noncritical [Solid Black] Critical

EXHIBIT F

PROPOSAL FOR PROFESSIONAL SERVICES



SANTIAM TRAVEL STATION PRELIMINARY ENGINEERING

April 25, 1995



Mr. Charles Eaton, Capital Projects Office
City of Lebanon
925 Main Street
Lebanon, Oregon 97355

Re: Proposal to Provide Preliminary Engineering
Santiam Travel Station
Project No. 94706

Dear Mr. Eaton:

We appreciate this opportunity to present our professional qualifications to provide preliminary engineering for your Santiam Travel Station project in Lebanon.

Through this letter, we specifically stipulate that we accept all terms and conditions contained in the Request for Proposal (RFP) and sample contract provided by your office on April 5, 1995.

We believe our knowledge of this type of project, through our past work, and our experience with recent similar studies, bring a substantial understanding of the associated unique challenges involved. We are enthusiastic about confronting these challenges, and in developing creative, long term and cost effective solutions for your facility.

Along with answers to specific items contained in your RFP, we have also included information about our company, the personnel and consultants who would be involved, and references from former and present clients. We also wish to emphasize that we have the scheduling capability and available personnel to perform the work within the indicated time line.

We have the experience, the people and the enthusiasm to substantially contribute to the success of your program. We thank you for your consideration and look forward to the opportunity to present our qualifications in more detail.

Very truly yours,

dsp Architecture, A.I.A.

Dane N. Walla, A.I.A.

DNW:lh

Attachment C

COVER SHEET

STATEMENT OF QUALIFICATIONS/STATEMENT OF PROPOSAL

(SANTIAM TRAVEL STATION)
(Project Title)

(PRELIMINARY ENGINEERING)
(Work Element)

Oregon Department of Transportation

Name of Firm DSP ARCHITECTURE, A.I.A.

Mailing Address 500 WEST 8TH STREET, SUITE 115
VANCOUVER, WA 98660

Contact Person DANE N. WALLA, A.I.A.

Telephone (360) 695-3306 Fax (360) 737-1773

DSP ARCHITECTURE, A.I.A. (Name of Firm) accepts all the terms and conditions contained in the SANTIAM TRAVEL STATION

(Project Title) Request for Qualifications/Proposal dated APRIL 1995 and the attached sample contract:

Dane N. Walla 28 April 1995
(Signature of authorized representative) Date

DANE N. WALLA

Type name of authorized representative

DANE N. WALLA

Type name of person(s) authorized to negotiate contracts

DANE N. WALLA

Type name of person(s) authorized to sign contracts

The assigned DBE participation goal on this project is 14 percent. List the name, address, and a brief description of work committed to each certified DBE (see Section 8 of the RF).

DBE Firm Name: MACDONALD ENVIRONMENTAL PLANNING Certification No. 1027

Address: 510 N.W. THIRD AVE., SUITE 105, PORTLAND, OR 97209

Work Committed: LANDSCAPE ARCHITECTURE

DBE Firm Name: FOUNDATION ENGINEERING Certification No. 2282

Address: 5030 S.W. PHILOMATH BLVD., CORVALLIS, OR 97333

Work Committed: GEOTECHNICAL, FOUNDATION INVESTIGATIONS.

Note: If more than two DBE firms are involved in this project, list other firms on a blank sheet of white paper and attach to this page.

DESIGN PHILOSOPHY AND APPROACH:

Our approach to design solutions tend to be structured, systematic and logical, not purely intuitive. This is particularly important on a historic restoration project where an attempt to interpret and re-create the past is the prime focus.

The process is a client/designer team approach that involves the identification and the prioritizing of goals, and the examination and recording of constraints including historical, legal, physical and budgetary. This process establishes the program basis against design concepts which can be compared as they are developed. Once a preferred concept is selected, it is refined, but not without periodic testing for adherence to the program. The final project has the owner's ultimate approval inasmuch as he is an active participant in it's evolution.

With each project, the approach will change somewhat to fit the particular circumstances involved. We see this process as involving six basic phases:

I. ARCHITECTURAL PROGRAMMING is the establishment of a written statement of requirements, desires and conditions.

Programming involves the development of a brief but complete information base for the beginning of schematic design drawings. The as-built information by DevCo Engineering as well as the historical data, ISTE data, and grant data that have already been collected by the City of Lebanon will form the basis of this phase. To this information is added the needs, desires and budgetary information of the client, completion of historical review, and the legal constraints of codes and zoning requirements.

The following tasks and products are anticipated for the programming phase:

TASKS

I A. The consultant team will conduct on site investigations as follows:

Foundation Engineering: Foundation investigation and soils analysis.

Certified Environmental Consulting: Hazardous material survey.

Kramer Gehlen Associates: Structural review and analysis.

DSP Architecture: Photographic survey of existing mechanical and electrical systems and documentation of existing details.

I B. DSP Architecture will assemble historical data on the existing station and the variations that this Southern Pacific Standard Plan may have contained.

I C. DSP Architecture will facilitate a meeting with the City and other interested parties to present the findings and conclusions of the programming phase and gather input and responses.

- I D. DSP Architecture will work with the owner to identify the elements of the intermodal program for inclusion in the project.

PRODUCTS

- Field notes from every discipline documenting observation and discoveries.
- Final project program including conclusions, recommendations and feedback from meeting.

II. SCHEMATIC DESIGN will take the information gathered in the Programming Phase to the next level of design and will include the following tasks and products.

TASKS

- II A. The consultant team will prepare presentation drawings as follows:

DSP Architecture will prepare base sheets and architectural drawings as well as coordinating the work of all consultants.

Kramer Gehlen Associates will provide all preliminary layouts and analysis of structural system.

Paraclete Engineers will provide all schematic layouts of proposed plumbing and HVA/C systems.

Athay & Associates will provide all schematic layouts of proposed electrical services.

Macdonald Environmental Planning will provide schematic layout of landscaping and irrigation system.

- II B. DSP Architecture will provide a preliminary estimate of construction costs for the chosen direction(s) using input from the consultant team.
- II C. DSP Architecture will explore the impacts of the Americans with Disabilities Act Guidelines on the historic structure.

PRODUCTS

- Final schematic design drawings.
- Preliminary construction estimate.
- Preliminary report

III. DESIGN DEVELOPMENT will begin following all necessary approvals of the preferred schematic design. The tasks and products anticipated will include:

TASKS

- III A. DSP Architecture will refine the design to identify all details and materials to be used, and coordinate this refinement with the consultant team.
- III B. The consultant team will refine the design and details provided by DSP Architecture in Task IIIA above, and present them by discipline similar to Item IIA. above.
- III C. DSP Architecture will facilitate a meeting with the City and other interested parties to review and approve the design as developed.

PRODUCTS

- Architectural and engineering plans of the project identifying all major elements, materials, etc.

IV. CONSTRUCTION DOCUMENT phase will incorporate the results of all previous phases into a set of documents suitable for obtaining competitive bids for the construction contract. The tasks and products include:

TASKS

- IV A. The consultant team will complete all drawings and specifications as follows:

DSP Architecture will complete all architectural and structural drafting including overall site plan and detailing of exterior hardscape, and write the general specifications.

Kramer Gehlen Associates will provide the necessary structural details, structural notes, and structural material specifications.

Paraclete Engineers will provide all construction plans, details and specifications, plumbing and HVA/C.

Athay & Associates will provide all electrical drawings and specifications for the building and site electrical layout.

Macdonald Environmental Planning will provide all drawings and specifications for the landscaping and irrigation system.

- IV B. DSP Architecture will assemble all consultant data and submit copies to the owner for distribution to ODOT and SHPO for review and comment.
- IV C. DSP Architecture will distribute review comments from owner to appropriate consultant for inclusion in final drawings and specifications.
- IV D. DSP Architecture will prepare final cost estimate with input from appropriate consultants.

PRODUCTS

- Two copies of final construction estimate.
- One set of final mylar drawings and specifications to be provided for ODOT reproduction.

V. BIDDING period is the phase where assistance is provided to the client in seeking competitive bids as the basis for awarding the construction contract. The tasks and products for this phase of work include:

TASKS

- V A. DSP Architecture will field telephone questions and provide clarification as needed during bid period.
- V B. DSP Architecture will review requests for substitution for inclusion in addenda as required.
- V C. DSP Architecture will facilitate one walk-through of the project area to familiarize bidders with the project.

PRODUCT

- Addenda to the contract documents as required.

VI. CONSTRUCTION ADMINISTRATION is the phase of work that involves the design team in the general administration and observation of construction progress. Activities in this phase are not included in this contract and will be incorporated into a separate personal services contract for construction engineering.

TASKS

- V 1 A. DSP Architecture will collect and log all shop drawing submittals, distribute to appropriate consultant for review and retain owners copy for inclusion in project closeout documents.

V 1 B. Consultant team will make periodic trips to job site to observe the work in progress as follows:

| | |
|---------------------------|--------------------|
| DSP Architecture: | Four trips minimum |
| Kramer Gehlen Associates: | Two trips minimum |
| Paraclete Engineers: | One trip minimum |
| Athay & Associates: | One trip minimum |
| Macdonald Env. Planning: | One trip minimum |

PRODUCT

- Observation reports as generated by consultant following observation trip.
- Punchlists of deficiencies to be corrected by contractor prior to agency's acceptance of project.

PROJECT TEAM

The project team we have assembled is essentially the same team that was used on the Vancouver Amtrak Station project, completed in January of this year. To this team, we have added a civil engineer/foundation investigation and landscape architect consultant that we feel are most qualified for this project. All consultants that will provide graphic information for this project are fully equipped and experienced in the use of CAD.

Larry J. Swatosh, A.I.A., DSP Architecture's senior partner, will be the project architect for this project. Mr. Swatosh's 30 years with the firm offers leadership experience in all phases of DSP Architecture's projects.

Dane N. Walla, A.I.A., junior partner in DSP Architecture, will serve as the point of contact and project manager. A graduate of Washington State University with 14 years of experience, his project management skills have been used on many DSP projects including the Vancouver Amtrak Station project. Like the proposed Santiam Travel Station, Vancouver's Amtrak Station also involved working with Washington State Department of Transportation's Regional Transportation Council, conversion to an intermodal facility and the restoration of the historic Vancouver depot (c.1908).

Besides project management, Mr. Walla's other responsibilities in the firm include project scheduling and material research, specifications, and construction project observation.

The other major team members are as follows:

Quality Control/Historian: M. Lyle Spears, A.I.A., a senior associate with DSP has 36 years experience, 24 years with our firm. A graduate of the University of Oregon, Mr. Spears functions as DSP's specification writer and quality control supervisor. He brings to this project a life-long involvement in railroad history and long-time membership of the National Model Railroad Association. The amount of knowledge that he provided us on our Vancouver Amtrak's station project proved invaluable in the development of details and methods and materials used.

Administrative responsibilities include overall office project management, development and implementation of production graphics systems, coordination and scheduling of production work loads, and project budgeting.

Mark R. Bottemiller, will be involved in the production drafting and assembling of the construction documents. With 10 years experience in architecture (six with DSP Architecture), Mr. Bottemiller's CAD management and production skills are utilized on nearly all of DSP Architecture's projects.

Structural Engineering: Kramer Gehlen & Associates, Inc., G. David Goff, P.E. is an associate of the Vancouver, Washington structural engineering firm. Mr. Goff is a graduate of Washington State University with one year of post graduate schooling. Along with the Vancouver Amtrak Station experience, he brings extensive expertise of historical structural restorations such as the Vancouver, Washington Officers' Row project, a complete renovation and upgrade of 21 historic wood framed buildings, and the current restoration of the historic O.O. Howard house, also in Vancouver, Washington.

Kramer Gehlen & Associates, Inc. have been providing structural engineering services in the northwest since 1969. Their innovative approach to problem solving results in consistently high quality service and products to their clients. They currently operate with a staff of 19 people, including 10 professional engineers, one designer and four technicians.

Mechanical Engineering: Paraclete Engineers, Inc., Larry Grimes President of Paraclete Engineers, Inc. has 25 years experience in the mechanical engineering field. Grimes is also a certified value engineer. Paraclete offer services in complete mechanical and plumbing system design as well as report and analysis services in site reviews, feasibility studies and energy studies and modeling.

Paraclete Engineers, Inc. were the mechanical engineers on the Vancouver Amtrak project and are currently the mechanical engineers on the O.O. Howard house restoration.

Electrical Engineer: Athay & Associates, Inc., Ron Athay (President of Athay & Associates) has been an electrical engineer since 1978. He is an experienced design engineer in all phases of lighting, power, control, communications, signal and life safety systems.

Mr. Athay's experience in historical restoration is broad and includes the Vancouver Amtrak Station, Fort Vancouver's Officers' Row, and the current O.O. Howard house restoration.

Civil and Foundation Investigation: Foundation Engineering, a Corvallis, Oregon based geotechnical and civil engineering firm that has been providing services to the Pacific Northwest since 1982.

Jim Maitland, PHD, P.E. will oversee their offices involvement in the project. Foundation Engineering, Inc.'s location relative to the project, and their experience with local conditions provides a tremendous asset to the project.

Landscape Architecture: Macdonald Environmental Planning's principal, Landscape Architect Laurel Macdonald Bonnell has provided landscape architecture on many of DSP Architecture's projects. Ms. Macdonald Bonnell is very familiar with historic landmarks and sensitive to their special needs in selection of materials and incorporation into their surroundings.

Environmental Hazards: Certified Environmental Consulting, Inc., a Vancouver, Washington based consulting firm. AHERA certified and AIHA registered, with extensive experience in asbestos and lead testing and design consultation.

AFFIRMATIVE ACTION

While DSP Architecture does not have a formal, written, affirmative action program, we value diversity in our work force, and our policy is to encourage women and minorities to apply. During the 32 year history of the firm, we actively pursued the hiring of minorities and females and the use of WBE/MBE consultants on a regular basis regardless of contract requirements.

We are an equal opportunity employer and have always sought bright motivated individuals, regardless of race, sex, or religion.

It is our policy to provide our client with the best possible product, and to assemble a team that is most qualified to serve the client's needs. As an example, we regularly use the services of a WBE landscape consultant, and have used MBE engineering consultants when their expertise is advantageous to the project. At times up to 35% of our workforce has been minority and/or women.

RESOURCES

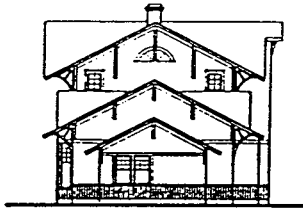
The estimated hours that it will take to perform the scope of work outlined in the request for proposals is as follows:

(Note: person-hours listed)

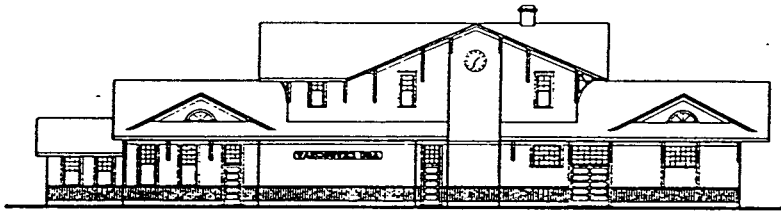
| | | |
|----|---|-----------------|
| 1. | Evaluation of the building's structural condition | 36 hrs. |
| 2. | Evaluation of the building for compliance with the American's with Disabilities Act | 24 hrs. |
| 3. | Evaluation of the condition of existing plumbing, electrical and HVA/C systems and equipment | 24 hrs. |
| 4. | Modification and refinement to the proposed design based upon further discussion with, and input from, the City and Building officials. | 16 hrs. |
| 5. | Modifications and details of proposed improvements for the approval of the State Historic Preservation Office. | 32 hrs. |
| 6. | Selection of interior and exterior finishes and colors. | 24 hrs. |
| 7. | Preparation of construction documents for architectural, plumbing, mechanical and electrical system improvements, including ADA compliance. | <u>454 hrs.</u> |

TOTAL

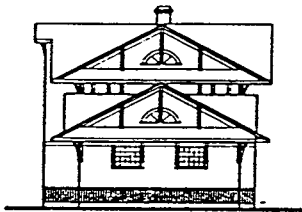
610 person-hours



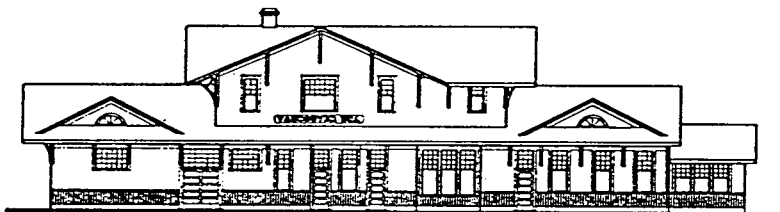
SOUTHWEST ELEVATION
1/4" = 1'-0"



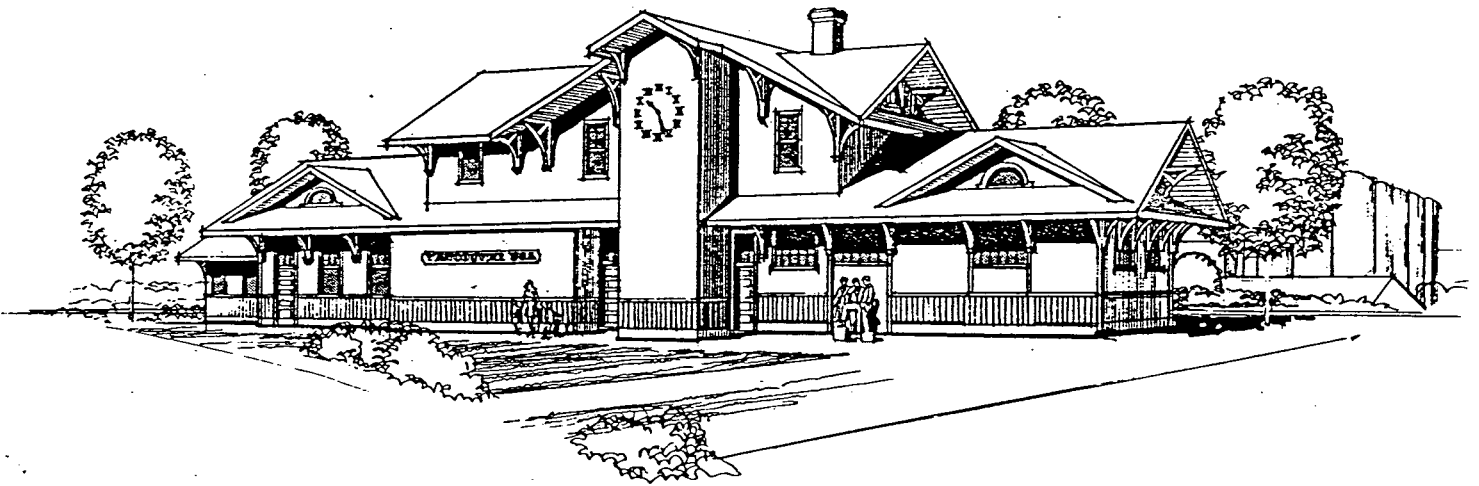
SOUTHEAST ELEVATION
1/4" = 1'-0"



NORTHEAST ELEVATION
1/4" = 1'-0"



NORTHWEST ELEVATION
1/4" = 1'-0"



CLIENT REFERENCES

Ms. Joyce Kilpatrick, Director
Vancouver YWCA
1115 Esther Street
Vancouver, WA 98660
(360) 696-0167

Robert E. Westermann
Construction Manager
5330 S.W. Arrowwood Lane
Portland, OR 97225
(503) 297-2974

Mr. Dean Lookingbill
Regional Transportation Council
1351 Officers' Row
Vancouver, WA 98661
(360) 737-6067

Mr. Ted Brown
Director of Parks & Recreation
City of Vancouver
P. O. Box 1995
Vancouver, WA 98668
(360) 696-8172

Mr. Terry O. Finklein, CEO
Columbia Memorial Hospital
2111 Exchange Street
Astoria, Or 97103
(503) 325-4321

Mr. Dave Halme, Director of Plant Services
Clark College
1800 E. McLoughlin Boulevard
Vancouver, WA 98663
(360) 699-0336

Mr. John D. White
J.D. White Company
1111 Main Street, Suite 300
Vancouver, WA. 98660
(360) 696-1338

Ms. Harriet Wilson
Property Management-Investments
6101 Buena Vista Drive
Vancouver, WA 98661
(360) 696-2493

Mr. David K. Stapley
The Church of Jesus Christ of Latter-Day Saints
P. O. Box 15309
Boise, Idaho 83715
1-800-635-5948

Mr. Tom Young, President
Northwest National Bank
1607 Main Street
Vancouver, WA 98668
(360) 699-8658

Ms. Janet Renfro, Director
Columbia Arts Center
400 West Evergreen Boulevard
Vancouver, WA 98660
(360) 693-0350

Mr. Bruce E. Hagensen, Mayor
City of Vancouver
P. O. Box 1995
Vancouver, WA 98668
(360) 696-8211

Mr. Mike McGuire
Vancouver Housing Authority
500 Omaha Way
Vancouver, WA 98661
(360) 694-2501

Mr. Dick Carroll, President
Carroll Engineering Management, Inc.
5903 N.W. 169th Street
Ridgefield, WA 98642
(360) 573-8914

Mr. Jeffery L. Robert, Sr. Vice President
Southwest Washington Medical Center
P. O. Box 1600
Vancouver, WA 98668
(360) 256-3101

AGENDA ITEM 7



CITY OF LEBANON

MEMORANDUM

TO: JOSEPH WINDELL
CITY ADMINISTRATOR

DATE: NOVEMBER 2, 1995

FROM: JAMES P. RUEF *JPR*
DIRECTOR OF PUBLIC WORKS

SUBJECT: EMERGENCY REPAIRS AT THE WASTEWATER TREATMENT PLANT

One of the two Flow-Matcher Variable Speed Drives in the influent pump station at the Wastewater Treatment Plant has failed. To repair the device would cost approximately \$2,000. Plans have already been underway to replace both Flow-Matchers with variable frequency drives (VFD). In fact, \$25,000 is identified in the current City Budget for just that work. At the same time, we have \$3,000 budgeted for installation of a programmable logic controller (PLC) in the influent pump station.

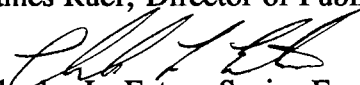
We need to repair the Flow-Matcher or install the VFD's before the heavy rains of winter. We proceeded with competitive price quotes from three contractors and equipment suppliers with the hope that the price would be under the \$25,000 limit for quotes. Since they were not, we will either have to go through the usual competitive bidding procedure or City Council will have to declare an emergency and allow us to use the price quotes. Since it is in the best interest of the public to have a fully functional pump station during heavy rainfall periods, we are recommending that City Council pass the attached resolution. This will allow us to contract immediately with Platt for the equipment and Jimco for installation of the VFD's and PLC for the total contract amount of \$26,614.

We also need shunts installed in the existing electric motors before they will accept the VFD. We have already arranged for Star Electric to do the work for \$3,500. This will put us over our \$28,000 budget by \$2,114. I will take the extra needed funds out of the repairs budget since this will eliminate the need for Flow-Matcher repairs.



CITY OF LEBANON

MEMORANDUM

TO: James Ruef, Director of Public Works
FROM: 
Charles L. Eaton, Senior Engineer

DATE: November 3, 1995

SUBJECT: Treatment Plant
Upgrade and Major Maintenance Program

This memo requests Council approval of a resolution authorizing the execution of a contract for repairs at the Waste Water Treatment Plant and declaring an emergency.

BACKGROUND INFORMATION

As part of the Capital Improvement Program updated in February 1995, the project for influent pump controls was identified. The project would include the installation of variable frequency drives for the 25hp, 50hp and 75hp influent pumps. The project was begun with an anticipated cost of under \$25,000, not requiring formal competitive bids process. There are four pumps in the system, a 25hp, a 50hp and two 75hp. The number 3 pump is the 25hp and handles most of the flow variations during the day and keeps the larger pumps from cycling off and on during rain events. The number 3 pump control system has failed and requires immediate repairs or the proposed upgrades quickly.

In addition; an upgrade in the Control System was budgeted as part of the normal operation. These improvements are ideally made at the same time as the VFD installation.

RECOMMENDATION

This project was originally estimated at \$25,000 with an additional \$3,000. in instrumentation upgrades. OMI Staff has received three competitive quotes for the subject work, with the low quote at \$26,614, plus an additional \$3,500. for converting the motors. Due to the nature of the project and the urgency due to the failure of one of the control systems, I recommend Council to approve the resolution authorizing the execution of a contract for repairs at the Waste Water Treatment Plant and declaring an emergency.

The three (3) competitive quotes were as follows:

| <u>Installation of 3 VFD's with supporting PLC's:</u> | | <u>Purchase of 3 VFD's:</u> | |
|---|-------------|-----------------------------|-----------|
| Jimco | \$11,532.00 | Platt | 15,082.00 |
| Gustafson | 16,350.00 | Walton | 21,020.00 |
| ACT | 19,575.00 | ACT | 34,104.00 |

Combination of the two (2) low bids is Platt/Jimco for \$26,614.

A RESOLUTION AUTHORIZING) Resolution No. _____
THE EXECUTION OF A CONTRACT) for 1995
FOR REPAIRS AT THE WASTEWATER)
TREATMENT PLANT AND)
DECLARING AN EMERGENCY)

Whereas, an emergency condition exists, caused by the failure of the flow matcher on pump #3, requiring execution of a contract for the replacement of the flow matchers at the Lebanon Wastewater Treatment Plant, and

Whereas, the City engineer has found it necessary to enter into a contract without formal competitive bidding due to the timing of events resulting in the need to have the influent pumps fully operational, and

Whereas, competitive quotes were obtained for the required repairs.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

Section 1. The City Council declares an emergency and finds that it is in the public interest to pursue the execution of a contract authorizing repairs.

Section 2. The City Council hereby authorizes the Mayor and City Administrator to sign a contract for the repairs to the Wastewater Treatment Plant influent pump controls and dispense with the formal competitive bidding requirements.

Passed by the Council by a vote of _____ for and _____ against and approved by the Mayor this _____ day of _____, 1995.

Mayor

ATTEST:

City Administrator

AGENDA ITEM 8



CITY OF LEBANON

MEMORANDUM

TO: Joseph Windell
City Administrator

FROM: James P. Ruef
Director of Public Works *JPR*

SUBJECT: OMI Contract Amendment

DATE: November 3, 1995

Operations Management International, Inc. (OMI) has submitted an amendment (attached) to our current contract for a revised fee schedule for the 1995-96 budget year. The request constitutes a 0.4 percent increase from the previous year. I anticipated a 4 percent increase in expenses for operation of the two treatment plants for the 1995-96 Budget Year.

The attached memo from Mark Walter, OMI Project Manager highlights some of the issues OMI used when preparing their proposal. Below I have outlined some of the specific changes in the contract proposal:

- Opening Declaration
The address has been changed from Texas to Colorado in keeping with the head office move.
- 4.1
The fee has been increased 0.4%
- 4.1.a and 4.1.b
The fee has been split between Water Utility and Wastewater Utility. Not so in previous contracts.
- 5.4
Change in Banks
- Appendix B
The only change is to include the entire grounds at the Water Treatment Plant under OMI's care. This includes the landscaping added this past summer.
- Appendix C
Updates Flow, BOD, and TSS to current averages.

- Appendix D
Updated changes in vehicles.

- Appendix E
Split the one formula from the previous contract into one for each treatment plant. The electrical power to direct cost ratio is different for the Water Treatment Plant than for the Wastewater Plant.

- Appendix G
Updated the 30 day average chemical usage inventory to current averages.

The Finance Committee met on Thursday, November 11th to discuss this proposal and have recommended acceptance by City Council. If City Council finds it acceptable, a motion authorizing the City Administrator to sign the amendment would be appropriate.

AMENDMENT NO. 3
to the
AGREEMENT FOR OPERATIONS
MAINTENANCE, AND MANAGEMENT SERVICES
for the
CITY OF LEBANON, OREGON

THIS AMENDMENT is made and entered into this 1st day of July 1995 by the City of Lebanon (hereinafter "Lebanon"), whose address is 925 Main Street, Lebanon, Oregon 97355 and Operations Management International, Inc. (hereinafter "OMI") with offices at 5299 DTC Boulevard, Suite 1200, Englewood, Colorado 80111. This is Amendment No. 3 to the Agreement dated the 23rd day of June 1988, between Lebanon and OMI.

NOW THEREFORE, Lebanon and OMI agree to amend the Agreement per Article 1.6 as follows:

1. Article 4.1 is deleted in its entirety and replaced with the following articles:
 - 4.1 Lebanon shall pay to OMI as compensation for services performed under this Agreement a total Base Fee of Six Hundred Seventy-Five Thousand Seven Hundred Eighty Three Dollars (\$675,783.00) for the contract period beginning July 1, 1995 and continuing through June 30, 1996. Subsequent years' Base Fees shall be determined as hereinafter specified.
 - 4.1.a Compensation for services performed at the wastewater facilities as identified in Appendix B1 is Four Hundred Eight Thousand Three Hundred Eighty Dollars (\$408,380.00).
 - 4.1.b Compensation for services performed at the water facilities as identified in Appendix B2 is Two Hundred Sixty Seven Thousand Four Hundred Three Dollars (\$267,403.00).
2. Article 5.4 is deleted in its entirety and replaced with the following article:
 - 5.4 Lebanon shall pay interest at an annual rate equal to First Interstate Bank of Denver, N.A.'s prime rate plus one and one-half percent (1-1/2%) (said amount of interest not to exceed any limitation provided by law) on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of the payment.
3. Appendix B is deleted in its entirety and replaced with the attached Appendix B.

4. Appendix C, Articles C.4, C.6 and C.8 are deleted in their entirety and replaced with the following Articles:

C.4 The estimated Costs for services under this Agreement are based upon the following Project characteristics:

| | |
|------|------------------------------|
| Flow | 3.36 million gallons per day |
| BOD | 2,587 pounds/day |
| TSS | 3,267 pounds/day |

Any change of ten percent (10%) or more in any of these characteristics, based upon a twelve (12) month moving average, will constitute a change in scope.

C.6 OMI will operate the Project and supply the community with a sufficient quantity of potable water unless: 1) the demand for water exceeds the design capacity of 6.0 million gallons per day, and/or 2) the Raw Water Supply is insufficient to meet the demand.

C.8 The estimated Cost for services under this Agreement is based on an average production of 1.96 million gallons per day. Any change of five percent (5%) in average daily production based upon a 12-month moving average will constitute a change in scope.

5. Appendices D, E, and G are deleted in their entirety and replaced with the attached Appendices.

All other terms and conditions remain in effect in accordance with the Agreement referenced in this Amendment.

Both parties indicate their approval of the Amendment by their signatures below.

Authorized signature:

Authorized signature:

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

CITY OF LEBANON

Don S. Evans
President

Joseph A. Windell
City Administrator

Date: _____

Date: _____

Appendix B

LOCATION OF PROJECT

OMI agrees to provide the services necessary for the management, operation and maintenance of the following:

B1.1 All equipment, vehicles, grounds, and facilities now existing within the present property boundaries of Lebanon's wastewater treatment plant located at:

33110 Tennessee Road
Lebanon, Oregon 97355

B1.2 All equipment, grounds, and facilities now existing within the present property boundaries of the wastewater pumping stations described as follows:

- a. The West Side Lift Station
- b. The East Side Lift Station

B2.1 All equipment, vehicles, grounds, and facilities now existing within the present property boundaries or being used to operate Lebanon's water treatment plant located at:

Second and "A" Streets
Lebanon, Oregon

Water treatment plant grounds include the grass areas between the perimeter fence and the following streets: Second Street, "A" Street, and Main Street.

B2.2 All telemetry located at the storage reservoirs and the water treatment plant including leased telephone lines.

Appendix D

VEHICLE LIST

| | <u>Description</u> | <u>Year</u> |
|----|--|-------------|
| 1. | Chevrolet S-10 Pick-up VIN# 1GCCS14E962157060 | 1986 |
| 2. | Peterbilt Truck VIN# 1XPAD69X6ND317677 | 1992 |
| 3. | John Deere Tractor Model 2640 SN# 287660T | 1978 |

Appendix E

BASE FEE ADJUSTMENT FORMULA

Wastewater System

$$BF - BF_0 \left\{ 0.74 \frac{C}{C_0} + 0.26 \frac{E}{E_0} \right\}$$

Water System

$$BF - BF_0 \left\{ 0.80 \frac{C}{C_0} + 0.20 \frac{E}{E_0} \right\}$$

where

- BF_0 = Base Fee specified in Article 4.1a or Article 4.1b
- BF = Adjusted Base Fee in Article 4.1a or Article 4.b
- C_0 = CPI for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month of December that is eighteen months prior to the beginning of the period for which an adjusted Base Fee is being calculated.
- C = CPI for All Urban Consumers (U.S. City Average) as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for December prior to the beginning of the period for which an adjusted Base Fee is being calculated.
- E_0 = Electrical rates in effect on the last day of December that is eighteen (18) months prior to the beginning of the period for which an adjusted Base Fee is being calculated
- E = Electrical rates for the month of December preceding the beginning of the period for which an adjusted Base Fee is being calculated.

Appendix G

INVENTORY

| | Quantity |
|-------------------|---------------|
| <u>Wastewater</u> | |
| Chlorine | 3,000 pounds |
| <u>Water</u> | |
| Chlorine | 1,000 pounds |
| Liquid Alum | 4,500 gallons |
| Polymer | 20 pounds |

AGENDA ITEM 9



CITY OF LEBANON

MEMORANDUM

TO: Joseph A. Windell, City Administrator

DATE: November 2, 1995

FROM: Judy Wendland, Finance Director *JW*

SUBJECT: Revised Franchise Agreements for PP&L and Consumers Power

A couple of months ago, during a casual conversation with Dick Ebbert of PP&L, I asked if they would consider a change in the franchise agreement to speed up city collections even though the franchise agreement does not expire for several more years. Under the current agreement, the franchisees kept the city's money for 12 months before turning it over. I posed the same question to Consumers Power. Both companies agreed to the change very willingly. This means that the General Fund will receive unanticipated revenue in January of \$250,000 for 1995, and the 1996 payments will begin to be received in April, 1996 instead of January, 1997.

Action required:

Motion to approve the ordinance amending ordinances 938. . .et al.

Motion to approve the ordinance amending ordinance 1650.

A BILL FOR AN ORDINANCE AMENDING) ORDINANCE BILL NO. _____
ORDINANCE NUMBERS 938, 1594, 1663,) for 1995
AND 1668 RELATING TO AND PROVIDING)
FOR A TAX FOR THE PRIVILEGE OF) ORDINANCE NO. _____
ENGAGING IN THE ELECTRIC LIGHT)
AND POWER BUSINESS.)

WHEREAS, the City Council for the City of Lebanon has previously enacted Ordinances defining franchise agreements between the City of Lebanon and Pacific Corp, those Ordinances being Ordinance No. 938, passed on or about April 3, 1956, Ordinance No. 1594, passed on or about May 11, 1976, Ordinance No. 1663, passed on or about December 14, 1977, and Ordinance No. 1668, passed on or about January 25, 1978; and

WHEREAS, the parties hereto desire to amend those Ordinances with respect to the payment and collection of the franchise fee paid by Pacific Corp to the City of Lebanon;

NOW, THEREFORE, the people of the City of Lebanon do hereby ordain as follows:

Section 1: Ordinance No. 938, passed by the Council on the 3rd day of April, 1956; Ordinance No. 1594, passed by the Council on the 11th day of May, 1976; Ordinance No. 1663, passed by the Council on 14th day of December, 1977, and Ordinance No. 1668, passed by the Council on the 25th day of January, 1978, are hereby amended as follows:

Commencing with the first quarter of the calendar year 1996, any tax or fee required under these Ordinances shall be paid within thirty (30) calendar days after the end of each quarterly period of the calendar. For any payments for fees or taxes due to the City for calendar year 1995, such fees shall be paid before January 31, 1996.

Section 2: Any provisions of the above-mentioned Ordinances to the contrary regarding the payment of any fees or taxes required therein are hereby repealed.

Section 3: Except as specifically mentioned in Section 2 above, all provisions of

Ordinance No. 938, Ordinance No. 1594, Ordinance No. 1663 and Ordinance No. 1668 shall remain in due force.

Section 4: This Ordinance shall become effective on January 1, 1996.

Passed by the Council of the City of Lebanon by a vote of _____ for and _____ against, and approved by the Mayor this _____ day of _____, 1995.

MAYOR

ATTEST:

City Recorder

A BILL FOR AN ORDINANCE AMENDING) ORDINANCE BILL NO. _____
ORDINANCE NUMBER 1650 GRANTING) for 1995
AN ELECTRIC UTILITY FRANCHISE TO)
CONSUMER POWER, INC., A) ORDINANCE NO. _____
CORPORATION, AND FIXING TERMS,)
CONDITIONS, AND COMPENSATION OF)
SUCH FRANCHISE.)

WHEREAS, the City Council for the City of Lebanon has previously enacted Ordinance No. 1650 defining a franchise agreement between the City of Lebanon and Consumer Power, Inc., a corporation, such Ordinance passed on September 14, 1977, and

WHEREAS, the parties hereto desire to amend that Ordinance with respect to the payment and collection of the franchise fee paid by Consumer Power, Inc., to the City of Lebanon;

NOW, THEREFORE, the people of the City of Lebanon do hereby ordain as follows:

Section 1: Ordinance No. 1650, passed by the Council on September 14, 1977, Section 11, is amended to include a new Section 1(a) which shall read as follows:

" Commencing with the first quarter of the calendar year 1996, any tax or fee required under this Ordinance during the calendar year shall be paid within thirty (30) calendar days after the end of each quarterly period of the calendar. For any payments for fees or taxes due to the City for calendar year 1995, such fees shall be paid before January 31, 1996."

Section 2: Except as specifically mentioned in Section 1, all provisions of Ordinance No. 1650 shall remain in force.

Section 3: This Ordinance shall become effective on January 1, 1996.

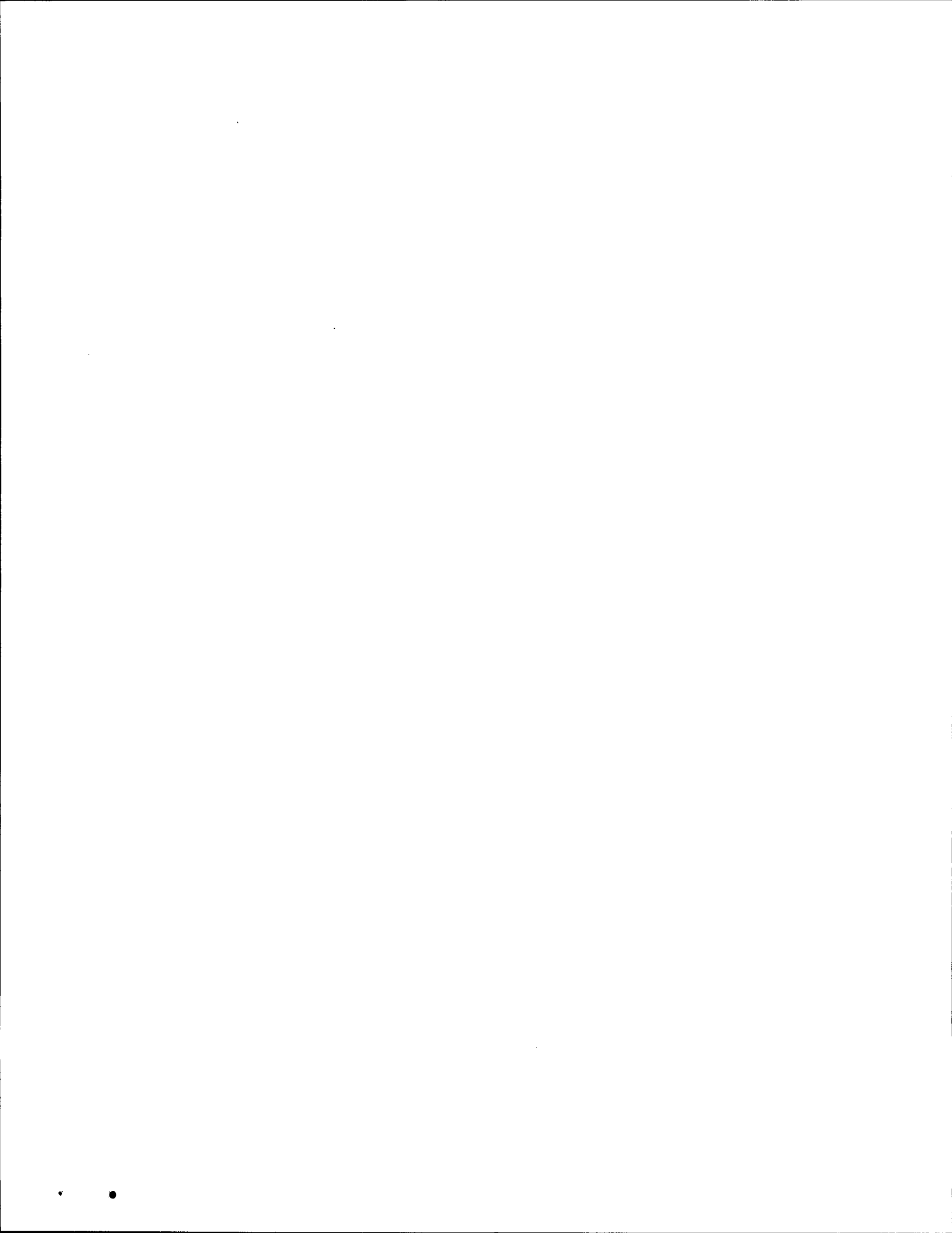
Passed by the Council of the City of Lebanon by a vote of _____ for and _____ against, and approved by the Mayor this _____ day of _____, 1995.

MAYOR

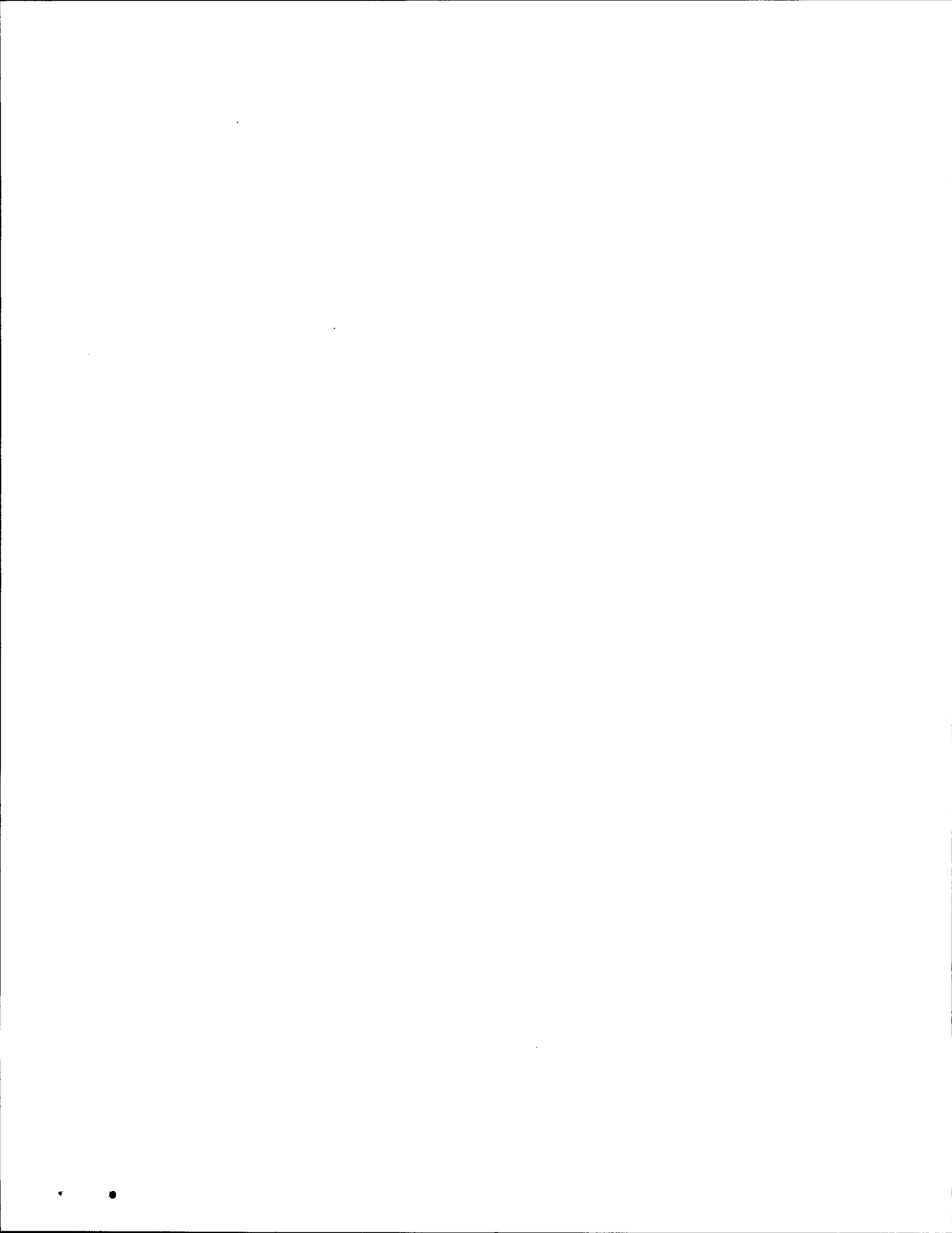
ATTEST:

City Recorder

AGENDA ITEM 10









LEBANON PUBLIC LIBRARY

626 SECOND ST.
LEBANON, OREGON 97355

(503) 451-7461

LIBRARY ADVISORY BOARD MINUTES

The August 8, 1995 meeting of the Library Advisory Board was called to order by Chairperson Nancy Eaton at 5:30 p.m. Also in attendance were Shirley Foulds, Kathleen Gillis-Hovanic, Lois Rands, Evon Bergstrom, Janice Hotrum, and Program Manager Susan Messersmith. Unable to attend were Councilor Wayne Rieskamp and Lebanon Schools Representative Shirley Kilborn.

MINUTES OF PREVIOUS MEETING

The minutes of the June 14, 1995 meeting were approved as written.

CIRCULATION

Total circulation for the 1994-95 fiscal year was 79,213 items; this represents a 3% decrease from the 1993-94 total of 80,956.

ACTIVITIES/PROGRAMS

The BLAST OFF WITH BOOKS summer reading program and the preschool storyhour had a total attendance of 842 over a seven week period. The weekly average for the two programs was 120 children.

FRIENDS OF THE LIBRARY

Shirley reported that the July meeting of the Friends was held at the Lebanon Community Hospital and included a tour of the facility.

A grant in the amount of \$250.00 has been received from the Clark Foundation for the Books for Babies program.

The Friends' annual used book sale will be held on Monday and Tuesday, September 11 and 12 at the Century Park Building.

UNFINISHED BUSINESS

The computer workstations have arrived but the installation of the phone line for the AUTOMATION PROJECT has been delayed several times by U.S. West. The latest timeline given for that installation is mid-August.

Nancy Eaton and Kathleen Gillis-Hovanic were re-elected to the positions of Chairperson and Vice Chairperson of the Advisory Board.

NEW BUSINESS

The board reviewed Patricia Dunn's application for the open seat on the Advisory Board. After a brief discussion the board voted unanimously to recommend to the Mayor the appointment of Mrs. Dunn to a four-year term on the board.

Susan reported that the library will once again qualify for a CHILDREN'S SERVICES IMPROVEMENT GRANT from the Oregon State Library in the amount of approximately \$1124. Most of the grant will be used to purchase Reading Rainbow videos and books; part of the funds will be used to create six multimedia theme kits to be used by local childcare providers.

Susan explained the OREGON INTERNET CONNECTIVITY GRANT PROGRAM which the Oregon State Library is offering to twenty public and five school libraries. Deadline for submission is October 2, 1995. Of the three grant categories, Lebanon would qualify for the Jumpstart grant.

If received, the grant would consist of the following:

- * Microcomputer system (computer, monitor, modem, printer).
- * 12 months of Internet service (dial-up PPP/SLIP connection; limited number of hours per month).
- * Software Starter Kit (World Wide Web browser, Z39.50 client).
- * Training and telephone support for 12 months.
- * Access to the Government Information Sharing System at Oregon State University.

To be eligible for a Jumpstart grant, libraries must:

- * Serve a small Oregon Community (less than 25,00 population).
- * Have no existing public access Internet connections in the library.
- * Be able to appoint a project manager for the project.
- * Be able to cover expenses to attend a two-day training session in Corvallis.
- * Agree to set up the computer system in a public area of the library and make it available to the public.
- * Agree to cover supply costs and maintenance costs for the computer system.
- * Agree to submit a project report at the end of the 12 month grant period.
- * Agree to continue the project beyond the 12 month grant period.

Susan informed the board that Paul Messersmith, who is currently actively involved as a volunteer in the library's automation project, has also volunteered to become the project manager for this grant. The board unanimously passed a motion that the library apply for a Jumpstart Internet grant. Susan indicated that she will discuss the grant application with City Administrator Joseph Windell.

August 8, 1995

page 3

The board discussed the inability to attract interested persons into service as a Library Advisory Board member through the current application system, which requires the applicant to write a letter to the board stating why he or she wishes to serve and what strengths he or she can bring to the board. The suggestion was made that perhaps more citizens might apply if an application form would be available for them to fill out since people seem to be comfortable with that process. Susan mentioned that while she receives inquiries about the positions, very few follow up on actually writing a letter of application; that, in fact, many people request an application form. After some discussion, Evon Bergstrom volunteered to draft an application form and present it at the September board meeting.

FUTURE MEETING

The next advisory board meeting will be held on September 13, 1995 at the Capital Improvements Project Office conference room, 853 Main Street, at 5:30 p.m.

ADJOURNMENT

The meeting was adjourned by Chairperson Eaton at 6:20 p.m.





LEBANON PUBLIC LIBRARY

626 SECOND ST.
LEBANON, OREGON 97355

(503) 451-7461

LIBRARY ADVISORY BOARD MINUTES

The September 13, 1995 meeting of the Library Advisory Board was called to order by Chairperson Nancy Eaton at 5:33 p.m. Also in attendance were new member Pat Dunn, Councilor Wayne Rieskamp, Lois Rands, Evon Bergstrom, Shirley Foulds, Janice Hotrum, Lebanon Schools Representative Shirley Kilborn, Kathleen Gillis-Hovanic, and Program Manager, Susan Messersmith.

A special welcome was given to new board member Pat Dunn.

MINUTES OF PREVIOUS MEETING

The minutes of the August 8, 1995 meeting were approved as written.

PROGRAM MANAGER'S REPORT

CIRCULATION -- Activity and circulation in the library is increasing due in part to the library's increase in open hours.

LIBRARY ACTIVITIES -- The fall children's programs are in place. The pre-school story hour, which begins on Thursday, September 14, is for children who are toddlers through age five. For the first time children under 3 years of age will participate in the program with the stipulation that the adult responsible for the child remain with the child throughout the program. The Climate Zone will once again be held at the Lebanon Boys and Girls Club for school age children. The program will be held on Wednesdays from 3:30 to 4:30 and will include children from kindergarten through the fourth grade.

GIFTS/DONATIONS -- The library has been the recipient of two \$500 donations in the past month. One was given for the purchase of nonfiction books in memory of long time teacher Ruth Wight; the other was donated by the Albany Eagles Auxiliary 2255 for large print books. This is the second successive year that the Eagles have donated funds for large print books.

VANDALISM -- Unknown person or persons flooded the men's restroom in mid August.

STAFFING -- Dixie Kassis is scheduled to return to work October 1st following an extended leave of absence due to the illness and death of her mother. A card was passed around.

FRIENDS OF THE LIBRARY

Shirley reported that the Friends had a brown bag lunch in August with 80% (24 of 30) membership in attendance. The book sale held September 11-12 raised \$760 for library activities and resources. The Friends is considering another sale in the spring due to an

abundance of books.

BUILDING COMMITTEE REPORT

The City is still in the process of hiring an environmental specialist keeping the environmental review of the proposed building site on hold for the time being. Maxine Gassner accepted the position of chairperson of the Library/Senior Center Building Committee. Marge Lowe recently resigned from that position because she is now living in Seaside. The next Building Committee meeting is scheduled for November 13th. A fact sheet about the new Library--Senior Center was passed around.

UNFINISHED BUSINESS

Automation is still in process. The phone line was finally installed September 1st. Susan continues to work on the retrospective conversion.

A draft of an application form for recruiting new library board members was tabled until the October meeting.

NEW BUSINESS

SCHOOL VISITS/LIBRARY CARD APPLICATIONS FOR STUDENTS -- Susan reported that library staff will once again attend faculty meetings in the elementary and middle schools during October to present school staff with information on the services offered by the Lebanon Public Library. Children's services specialists Sheri Miller and Martha Stiffler will also visit kindergarten through third grade classrooms to talk about the library to younger students. Teachers of fourth and fifth graders, as well as middle school students, will be encouraged to take a field trip to the library to see the library resources firsthand. Bruce Grohn, principal of Greenacres Elementary School has requested that the public library distribute library card applications to all the students in his school. A discussion followed with suggestions made that the school visits include all schools in the Lebanon Community School District, and that library card applications be distributed to all students in K-8. The board unanimously passed a motion to proceed with the program.

PROHIBITIVE BEHAVIOR

The board generally discussed the library's prohibitive behavior policy in relation to some borderline behavior recently being exhibited by a library patron.

FUTURE MEETING

The next advisory board meeting will be held on October 11, 1995 at Capital Improvements Project Office conference room, 853 Main Street, at 5:30 p.m.

ADJOURNMENT

The meeting was adjourned by Chairperson Eaton at 6:31.