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# AGENDA

## ASTORIA CITY COUNCIL MEETING

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February 3, 2014  
7:00p.m.  
2<sup>nd</sup> Floor Council Chambers  
1095 Duane Street  
Astoria OR 97103

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. REPORTS OF COUNCILORS**

**4. CHANGES TO AGENDA**

**5. PRESENTATIONS**

- (a) 1<sup>st</sup> and Commercial Street Landslide Status Report

**6. CONSENT CALENDAR**

**The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the City Council requests to have any item considered separately. Members of the Community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.**

- (a) Boards and Commission Minutes  
(1) Library Board Meeting of 12/10/13  
(2) Parks Board Meeting of 12/11/13  
(b) Request for Authorization to Submit Certified Local Government Grant (Community Development)  
(c) Receipt of Grant to Support Community Wellness Challenge (Parks)  
(d) Resolution regarding Community Development Block Grant Section 3 Plan Adoption and Designation of Coordinator (Community Development)  
(e) Policy of Nondiscrimination on the Basis of Handicap Status Background (Community Development)

**7. REGULAR AGENDA ITEMS**

- (a) Ordinance Readopting Certain State Statutes to Reflect Changes Made by the 2013 Oregon Legislature (2<sup>nd</sup> reading & adoption) (City Attorney/City Manager)  
(b) Intergovernmental Agreement with Clatsop County for 2014 Building Code and Plumbing Inspection Services (Community Development)  
(c) Water Source Operator House Improvements (Public Works)  
(d) Authorization to Award 18<sup>th</sup> Street Storm Drain Repair Project (Public Works)

**8. NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**

- (a) City Council FY2014-15 Goal Setting Session

**9. EXECUTIVE SESSION**

- (a) ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents

<p><b>THIS MEETING IS ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING JULIE LAMPI, CITY MANAGER'S OFFICE, 503-325-5824.</b></p>
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## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

January 30, 2013

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: PAUL BENOIT, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF FEBRUARY 3, 2014

#### **PRESENTATIONS**

**Item 5(a): 1<sup>st</sup> and Commercial Street Landslide Status Report**

Residents from the neighborhood near the 1<sup>st</sup> and Commercial Street landslide will make a presentation to Council.

#### **CONSENT CALENDAR**

**Item 6(a): Boards and Commissions Minutes**

The minutes of the (1) Library Board meeting of 12/10/13 and (2) Parks Board meeting of 12/11/13 are enclosed. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

**Item 6(b): Request for Authorization to Submit Certified Local Government Grant (Community Development)**

In past years, the City of Astoria has submitted grant applications to the Certified Local Government (CLG) program of the State Historic Preservation Office (SHPO) for projects such as Geographic Information System downtown building inventory, historic property inventories, facade improvement grant programs, etc. The City is eligible to submit another CLG grant application. The Deadline for submission of the grant request is February 22, 2008.

For the 2014-2015 grant cycle, staff proposes using the CLG funds to provide grants to residential and commercial property owners who would like to restore portions of their properties that have been modified over the years. Emphasis would be placed on restoration work on the primary facade of a building, particularly on windows, storefronts, and entryways. A total of \$13,500 is proposed to be used for the facade grant program and would provide at least

four grants at the \$3,000 maximum. In addition, staff proposes that the CLG grant application include a request for \$1,000 in architectural assistance funds for historic buildings. The architectural assistance funds would be used to hire an architect or historic building designer to assist property owners in rehabilitating the exteriors of their buildings. A grant request of \$1,000 would provide approximately 15 hours of design time to approximately 15 property owners. The total requested CLG grant is \$14,500. A 1:1 match is required which would require a \$14,500 match from the City. The in-kind match would be met by current staffing and existing budget items. It is recommended that Council authorize submittal of the grant request to the Certified Local Government program of the State Historic Preservation Office in the amount of \$14,500.

**Item 6(c): Receipt of Grant to Support Community Wellness Challenge (Parks)**

On November 4, 2013, the City Council authorized submittal of a grant application to the Columbia Pacific Coordinated Care Organization Community Wellness Investment Fund in the amount of \$5,000 to fund the Astoria Wellness Challenge. On December 19, 2013 the Astoria Parks and Recreation Department received notice that the grant application had been approved for full funding. The Astoria Wellness Challenge is a 9-week program with a wrap-around approach to health and fitness. The challenge includes pre and post challenge health screenings, twice weekly meetings and educational sessions, frequent motivation and encouragement through texts and emails, and a competitive approach to participate in physical activity and healthy eating. With over 20 participants, the Astoria Wellness Challenge began on January 9, 2014 and continues until March 6, 2014. The cost to participants is \$85. This low fee does not cover the full cost of the program to the Parks and Recreation Department; however, the awarded grant supplements additional program costs to ensure cost-recovery. It is recommended that Council accept the grant from the Columbia Pacific Coordinated Care Organization Community Wellness Investment Fund.

**Item 6(d): Resolution regarding Community Development Block Grant Section 3 Plan Adoption and Designation of Coordinator (Community Development)**

At their October 21, 2013 meeting, the City Council adopted Resolution No 13-27 to adopt the Section 3 Plan to comply with 24 CFR, Part 135 of the US Department of Housing and Urban Development Section 3 and appoint City Manager Paul Benoit as the City of Astoria's Section 3 Coordinator. This action was required to meet the City's obligations related to Community Development Block Grants (CDBG) such as the Astoria Senior Center Project. As Mr. Benoit has submitted his resignation, the City Council needs to adopt a new Resolution to designate a new Section 3 Coordinator to oversee the City's compliance with the Federal law requirements for the CDBG. It is recommended that the City Council repeal Resolution 13-27 and adopt the attached Resolution to adopt the Section 3 Plan and appoint the position of City Manager, without naming a specific individual, as the Section 3 Coordinator for the City.

**Item 6(e): Policy of Nondiscrimination on the Basis of Handicap Status Background (Community Development)**

At their January 16, 2007 meeting, City Council appointed City Manager Paul Benoit as the City of Astoria's Nondiscrimination Compliance Officer. This action was required to meet the City's obligations related to Community Development Block Grants (CDBG) received from the Oregon Business Development Department (OBDD). With the recently received Senior Center CDBG, and as Mr. Benoit has submitted his resignation, the City Council needs to designate a new Nondiscrimination Compliance Officer to oversee the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations. Staff has coordinated with OBDD, and Melanie Olson with Business Oregon has stated that the City may designate the "City Manager" as the Nondiscrimination Compliance Officer, rather than designate a specific individual. It would be in order for Council to appoint the City Manager position as the Nondiscrimination Compliance Officer for the City. It is recommended that the City Council appoint the City Manager position as the Nondiscrimination Compliance Officer for the City.

**REGULAR AGENDA ITEMS**

**Item 7(a): Ordinance Readopting Certain State Statutes to Reflect Changes Made by the 2013 Oregon Legislature (2<sup>nd</sup> reading & adoption) (City Attorney/City Manager)**

The first reading of this ordinance was held at the January 21, 2014 City Council meeting. This ordinance implements "global" readoption of various Oregon Revised Statutes that appear throughout the Astoria City Code. It is recommended that Council conduct the second reading and adopt this ordinance.

**Item 7(b): Intergovernmental Agreement with Clatsop County for 2014 Building Code and Plumbing Inspection Services (Community Development)**

In the past, Council approved a contract with Jim Brien, Combined Inspection Services, Inc., for plumbing inspections as well as vacation and emergency coverage for the Building Official. Mr. Brien will no longer be providing this service on a full-time basis. Therefore, the City needs to contract with another entity to provide coverage for times when the Astoria Building Official is away from the office such as vacation, sick leave, training, etc., and for commercial plumbing review/inspections that Astoria's Building Official is not certified to perform.

The City of Astoria and City of Warrenton have jointly negotiated an agreement with Clatsop County for assistance with the plumbing inspection program. The attached draft agreement identifies that Clatsop County would conduct all plumbing review/inspections that Astoria's Building Official is unable to perform.

In addition, the draft agreement identifies that Clatsop County would assist the City of Astoria on an as-needed basis for services to cover for vacation, sick leave, training, etc., and the City would in turn assist the County on an as-needed basis for similar services.

It is recommended that Council approve the attached Agreement with Clatsop County to provide a Plumbing Inspector for plumbing review/inspection and associated services and to share in Building Official coverage for vacations, sick leave, and emergency situations.

**Item 7(c): Water Source Operator House Improvements (Public Works)**

The City of Astoria's water treatment facility is located within the watershed approximately 12 miles east of Astoria. The City has owned and maintained the Water Source Operator's residence since being built in 1914. The house is in need of remodeling in order for it to provide safe and livable service for another 100 years. The house is not insulated, the wiring is substandard, and much of the plumbing is original. The heating system is an inefficient oil furnace that requires a special containment system.

The essential purpose of the Water Source Operator living adjacent to the water treatment facility is to provide an immediate response to any alarms associated with the safety of the City's water supply. In addition, the Operator's presence provides critical onsite security for the overall watershed.

Staff has received the following low quotes for materials and services:

New Electrical System:	Wadsworth Electric	\$ 7,966
New Plumbing:	Terry's Plumbing	\$ 5,800
New Drywall:	John Carrier	\$ 7,400
Wood Stove and Heat Pump with New Duct Work	Diamond Heating	\$15,436
Cabinets/New Counter Tops:	City Lumber	\$ 4,500
New Vinyl Flooring:	Home Depot	\$ 1,160
New Carpet:	Home Depot	\$ 2,265
Insulation:		\$ 2,050
Paint and Miscellaneous Items:		\$ 1,384
TOTAL		<u>\$48,001</u>

Funds for this project are available in the Public Works Improvement Fund. It is recommended Council authorize expenditure of \$48,801 from the Public Works Improvement Fund for the renovation of the Water Source Operator's residence, as noted above.

**Item 7(d): Authorization to Award 18<sup>th</sup> Street Storm Drain Repair Project (Public Works)**

In early December 2013, a sink hole developed at the intersection of 18<sup>th</sup> and Exchange Street. After inspection it was discovered that several portions of a 30" diameter storm drain pipe had collapsed. Staff immediately implemented measures to temporarily protect traffic, while a permanent repair solution was

developed. Staff used the informal Request for Quotes process (RFQ) and received the following responses:

<b>Contractor</b>	<b>Method</b>	<b>Total Quote Complete Repair</b>	<b>Total Quote Spot Repair</b>
TFT Construction Inc.	Trench	\$88,473.00	N/A
K & R Plumbing Construction	Pipe Burst	\$123,740.00	N/A
Lovett, Inc.	Pipe Burst	\$142,475.79	N/A
Pipe Experts, LLC.	Slip Line	\$164,500.00	N/A
Wildish Standard Paving Co.	Trench	\$172,750.00	\$195,300.00

After careful consideration and review, Lovett’s repair proposal was chosen as the approach that provides the best benefit to the public. Lovett’s approach best addresses the project challenges and will provide the greatest benefit to the City during and after construction. City staff requested that the repair pipe size be increased from 18 inch, as proposed, to 24 inch diameter to more closely match the original pipe size and reduce the potential for voids associated with the repair approach. The resulting contract amount increases to \$159,776.75.

While both TFT and K & R Plumbing provided good proposals and competitive costs, staff believes that the risks associated with their proposed impacts to Exchange Street and the critical water main crossing are too great, and do not justify the lower cost. It is recommended that City Council authorize staff to award a construction contract to Lovett, Inc. in the amount of \$159,776.75 for the 18<sup>th</sup> Street Storm Drain Repair Project. Funds for the project are available in the Public Works Improvement Fund.

## **NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**

### **Item 8(a): City Council FY 2014-15 Goal Setting Session**

The City Council’s FY 2014-15 Goal setting session will be held on Friday, February 7, 2014, at the Columbia River Maritime Museum Board Room beginning at 8:00 a.m.

## **EXECUTIVE SESSION**

### **Item 9(a): ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents**

The City Council will recess to executive session to consider employment of a public officer, employees and/or agents.



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**NO DOCUMENTATION IS INCLUDED  
FOR THIS AGENDA ITEM**

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## **Astoria Library Board Meeting**

Astoria Public Library

December 10, 2013

5:30 p.m.

**Present:** Library Board members David Oser, Gregory Lumbr, Arlene LaMear, Susan Brooks, and Iliana Arroyo. Staff Library Director Jane Tucker and City Manager Paul Benoit.

**Call to Order:** Chairman David Oser called the meeting to order at 5:30 p.m.

**Approval of Minutes:** The minutes of November 26, 2013 were not available.

**Approval of Agenda:** The agenda was approved as presented.

Director Tucker stated that Ruth Jensen, a former librarian at Captain Gray School, had passed away. She gave a brief history of Ms. Jensen's relationship with the Astoria Library and as a mentor and friend to Director Tucker.

### **Library Director's Report:**

Director Tucker reported the library statistics were not available at this early date. She shared a story about an illiterate veteran in Oklahoma who achieved his goal of learning to read at the age of 89 years old, and noted that the power of literacy is a great reminder of why the staff and the Board serve and support the library.

**Board Reports:** No reports.

### **Update on ALFA Activities:**

Director Tucker reported that the ALFA balance is currently \$4403.79 and the Phog Bounders booth is being redecorated.

**New Business:** No new business.

### **Old Business:**

#### **Item 10(a): Refine Renovation Recommendations to City Council**

Chairman Oser stated the two public meetings held last week provided helpful and thoughtful input. City Manager Benoit anticipated the work session with City Council to be held on January 6<sup>th</sup>. He confirmed the Library Board presentation and recommendation could occur on that same night.

The Library Board and Staff discussed the feedback received at the public meetings as well as the citizen response to the presentation and Board recommendation. Integrated in the discussion were the following key items and proposed refinements regarding the upcoming joint work session and the Library Board's recommendation to City Council:

- Consultants Ruth Metz and Troy Ainsworth would be present to present the Building Plan and Cost Estimate.
- Director Tucker would confirm the consultants' availability on January 6<sup>th</sup>.
- Chairman Oser agreed to contact the Daily Astorian about publicizing key elements of the Building Plan.
- Accepting the recommendation would prompt the need to form a fundraising organization/mechanism.
- Although design work does get people enthusiastic about a project, the Building Plan gave enough details for fundraising to begin without a design.
- Only after a budget is created and funds are raised would an architect be engaged to provide the details that most citizens wanted on the project, including where library staff and services would be located during the renovation's phases.
- Articulating broad concepts and the need for fundraising would be appropriate.



- The project was still in its early stages.
- Renovations would be approached in phases.
- There was concern that the current wording seemed to suggest that two separate spaces would be used. The wording should reflect that the children's and meeting spaces would be part of the initial phase without creating two separate buildings.
- The need for additional public input later in the process was identified. The public process and development of the Building Plan provided a broad direction for the library renovations; however, once an architect was hired, more public involvement would be expected.
- The Board agreed the discussion about fundraising should continue as a next step.
- City Manager Benoit confirmed the City had a vehicle to accept donations.
- The existing endowment fund could receive grants, although the fund's mission did not currently articulate fundraising for renovations. Researching funding restrictions associated with the fund could result in an updated mission.
- The Logan Memorial Fund is a totally separate fund.
- The public outreach on this project had been extraordinary, but the Board should be prepared to address concerns that may arise. The Board could address concerns by referencing the Report, which addresses many of the concerns.
- Providing Council with a hard copy of the full report prior to their regular meeting packets would allow time to review the materials before hearing the joint work session.
- The report has been published on the library website.

The Board agreed the Building Plan articulates what is needed in a new library. Chairman Oser concluded that the Library Board's recommendation was that City Council accept the Building Plan and the Library Board's recommendations, which were based on the Building Plan, and direct Staff to continue working with the Library Board to develop next steps, including the formation of a fundraising entity.

City Manager Benoit said he would add the Library Board Recommendation as a work session item for the January 6, 2014 City Council meeting once the consultants' schedule was confirmed and notify the Library Board. Staff would draft the memorandum for the Council's meeting packet and language for the motion accepting the Building Plan and Board recommendation for the Library Board to review and finalize.

**Board Member Comments:** There were none.

**Public Comments:** There were none.

**Items for Next Meeting's Agenda:**

The next Library Board meeting on January 28, 2014 will include a report on City Council's decision and a discussion of next steps.

**Adjournment:** There being no further business, the meeting was adjourned at 6:47 p.m.

Respectfully submitted,

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Paula Pinyerd, ABC Transcription Services, Inc.

# **Parks Advisory Board Meeting Minutes**

**December 11, 2013**

Present- Norma Hernandez, Grace Laman, Brad Johnston, Councilor Karen Mellin, Tammy Loughran, Jay Flint and Howard Rub

Absent: Ronnie Williams

Staff- Terra Patterson

Meeting was called to Order at 6:55am by chairperson Norma Hernandez.

The minutes from the October meeting were reviewed. Brad Johnston motioned to approve and Grace Laman seconded.

## **Chair Person Section**

1. What do you hear- Brad Johnston discussed the Thanksgiving fun run. Karen discussed 9<sup>th</sup> Street Park and provided positive feedback on the project. Grace has been swimming at the AAC in the mornings. She has heard a lot of positive feedback about staff.
2. Program Guide review- Angela reviewed the new winter/ spring program guide.

## **Old Business**

1. Angela reviewed the Friends of the Column planning meetings. They will be doing a presentation on site plans in February. The Friends of the Column have also begun planning the Mission of Understanding.
2. Plans for the Potential Wellness Center were reviewed by Ms. Cosby. The hospital has not been able to commit to the project yet.
3. Tammy Loughran reviewed the Parks Foundation update. They have been working on a letter of support.
4. Angela discussed the finished 9<sup>th</sup> street park. The park is still cordoned off because of the settling sod in the freezing weather.
5. Garden of Surging waves is projected to be primarily completed at the end of the year. There will be a few pieces that will be installed after that but the park should be open by the end of December.
6. CHIP in program- Angela reviewed a work sheet for the program and asked the board to review, complete and return the form. Howard Rub expressed an interest in having Astoria athletics involved in the program.
7. Way finding signage along the River Walk was reviewed. Angela has been working with the Downtown Association to find what type of signage would work well. She showed the board a preliminary design. The idea will be presented to the Downtown association, City Council and then open to review by community meetings. Grace asked about lighting the signs. The board is in favor of the design.
8. The grounds coordinator position hiring process was reviewed. The position was advertised a second time due to the final applicants of the first round falling through. Staff has received plenty of qualified applicants for the second round.
9. The board reviewed the change of date for meetings. It was agreed upon to keep the meeting on Wednesdays.

### **New Business**

1. Employees of the month were recognized for November and December.
2. Department update- Angela discussed workloads for the fulltime staff.
3. Park signage- Angela discussed implementing a uniform signage for all of the city's parks. She showed the board some design ideas. The signage program would be implemented slowly, maybe three parks at a time. Brad suggested having the signs proportionate to the park. Jay asked about having the 9<sup>th</sup> Street park renamed if a Friend's group is organized for the park.
4. The department of transportation grant that the department applied for was reviewed. The area on the River Walk between 11<sup>th</sup> and 12<sup>th</sup> would be made over with this grant. The project would be about two years out if the grant is received.
5. The Astoria Baseball foundation would like to do some improvements to the Aiken Field. They would like to replace the outdated backstop and pour a concrete slab behind the backstop. Howard expressed concern about possible vandalism. But did say it would look more professional. The board is in favor of the idea.
6. City council will be reviewing a lease to rent the Yacht Club to the Senior Center at the upcoming council meeting. Angela reviewed future use of the Yacht Club by the department. The board discussed positives and negatives of relocating recreation activities to the building.
7. Recreation and aquatics reports were reviewed.
8. October's financial reports were reviewed. Revenue is up compared to last year's numbers.

**Next meeting January 22, 2013**



CITY OF ASTORIA  
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COMMUNITY DEVELOPMENT

January 27, 2014

TO: ASTORIA CITY COUNCIL

FROM: *MBE* PAUL BENOIT, CITY MANAGER

SUBJECT: CERTIFIED LOCAL GOVERNMENT GRANT REQUEST

**BACKGROUND**

In past years, the City of Astoria has submitted grant applications to the Certified Local Government (CLG) program of the State Historic Preservation Office (SHPO). Earlier funded projects include Geographic Information System downtown building inventory, historic property inventories, facade improvement grant programs, and architectural assistance for building and home owners. This year, the City is eligible to submit another CLG grant application. The Deadline for submission of the grant request is February 22, 2008.

For the 2014-2015 grant cycle, staff proposes using the CLG funds to provide grants to residential and commercial property owners who would like to restore portions of their properties that have been modified over the years. Emphasis would be placed on restoration work on the primary facade of a building, particularly on windows, storefronts, and entryways. These are the architectural elements that have typically been modified the most. Individual grants would be processed by staff and reviewed by the Historic Landmarks Commission, if necessary. It is suggested that grants be limited to a maximum of \$3,000 and the grant would be matched by the property owner. For example, if an owner wanted to replace non-original aluminum windows on the front of the structure with wood or steel windows, and the cost to purchase and install the windows was \$4,200, the Facade Restoration Grant would provide \$2,100 toward the work. The grant would be a reimbursement only, and work done before the grant application would not be eligible. A total of \$13,500 is proposed to be used for the facade grant program and would provide at least four grants at the \$3,000 maximum.

In addition, staff proposes that the CLG grant application include a request for \$1,000 in architectural assistance funds for historic buildings. The architectural assistance funds would be used to hire an architect or historic building designer to assist property owners in rehabilitating the exteriors of their buildings. Over the years, the City has retained John Goodenberger as a temporary employee to serve in this capacity. The City has provided this service each year under the CLG Grant program. A grant request of \$1,000 would provide approximately 15 hours of design time to approximately 15 property owners.

The total requested CLG grant is \$14,500. A 1:1 match is required which would require a \$14,500 match from the City. The match would be met by current staffing and existing

budget items on the above-mentioned projects, Historic Landmarks Commission staff reports, and other general planning activities which are preservation related. Volunteer hours associated with the CLG funded project as well as Historic Landmarks Commissioner time can also be applied to meet the match. The grant and matching amounts would be included in the 2014-2015 Community Development Department budget.

**RECOMMENDATION**

Staff recommends that the Council authorize submittal of the grant request to the Certified Local Government program of the State Historic Preservation Office in the amount of \$14,500.

By:   
\_\_\_\_\_  
Rosemary Johnson, Planner

Through:   
\_\_\_\_\_  
Brett Estes, Community Development Director



**CITY OF ASTORIA**  
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January 28, 2014

**M E M O R A N D U M**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: AWARDED GRANT TO SUPPORT COMMUNITY WELLNESS  
CHALLENGE

**DISCUSSION**

On November 4, 2013, City Council authorized submittal of a grant application to the Columbia Pacific Coordinated Care Organization Community Wellness Investment Fund in the amount of \$5,000 to fund the Astoria Wellness Challenge. On December 19<sup>th</sup>, 2013 the Astoria Parks and Recreation Department received notice that the grant application had been approved for full funding.

The Astoria Wellness Challenge is a 9-week program with a wrap-around approach to health and fitness. The challenge includes pre and post challenge health screenings, twice weekly meetings and educational sessions, frequent motivation and encouragement through texts and emails, and a competitive approach to participate in physical activity and healthy eating.

With over 20 participants, the Astoria Wellness Challenge began on January 9, 2014 and continues until March 6, 2014. The cost to participants is \$85. This low fee does not cover the full cost of the program to the Parks and Recreation Department. However, the awarded grant supplements additional program costs to ensure cost-recovery.

**RECOMMENDATION**

Staff recommends that City Council accept the grant from the Columbia Pacific Coordinated Care Organization Community Wellness Investment Fund.

By:   
Angela Cosby  
Director of Parks & Recreation



**CITY OF ASTORIA**  
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January 28, 2014

TO: MAYOR AND CITY COUNCIL

FROM: *MB* PAUL BENOIT, CITY MANAGER

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT SECTION 3 PLAN ADOPTION  
AND DESIGNATION OF COORDINATOR

**BACKGROUND**

At their October 21, 2013 meeting, City Council adopted Resolution No 13-27 to adopt the Section 3 Plan to comply with 24 CFR, Part 135 of the US Department of Housing and Urban Development Section 3 and appoint City Manager Paul Benoit as the City of Astoria's Section 3 Coordinator. This action was required to meet the City's obligations related to Community Development Block Grants (CDBG) received from the Oregon Business Development Department (OBDD). With the recently received Senior Center CDBG, and as Mr. Benoit has submitted his resignation, the City Council needs to adopt a new Resolution to designate a new Section 3 Coordinator to oversee the City's compliance with the Federal law requirements contained in the Department of Housing and Urban Development's (HUD) regulations. Staff has coordinated with OBDD, and Melanie Olson with Business Oregon has stated that the City may designate the "City Manager" as the Section 3 Coordinator rather than designate a specific individual.

It would be in order for Council to appoint the City Manager position as the Section 3 Coordinator.

**RECOMMENDATION**

It is recommended that the City Council repeal Resolution 13-27 and adopt the attached Resolution to adopt the Section 3 Plan and appoint the City Manager as the Section 3 Coordinator for the City.

By:

*Rosemary Johnson*  
\_\_\_\_\_  
Rosemary Johnson, Planner

Through:

*Brett Estes*  
\_\_\_\_\_  
Brett Estes, Community Development Director/  
Assistant City Manager

RESOLUTION NO. 14-\_\_\_\_\_

**A RESOLUTION TO ADOPT THE SECTION 3 PLAN TO COMPLY WITH 24 CFR, PART 135 OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 3**

**WHEREAS**, the United States Congress passed Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) to further the goal of ensuring that Federal funds benefit the residents of projects funded wholly or in part by those funds; and

**WHEREAS**, Part 135 of Section 3 is to establish the standards and procedures to be followed to ensure that the objectives of Section 3 are met; and

**WHEREAS**, Astoria's Community Development Department staff have developed a Section 3 Plan in adherence to 24 CFR, Part 135 that more comprehensively addresses the standards and procedures prescribed in the Act; and

**WHEREAS**, the Section 3 Plan has been reviewed by the State of Oregon Community Development Block Grant staff, Astoria senior staff, and Astoria's legal counsel, and their comments incorporated into the Plan;

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council authorizes the City of Astoria to adopt and implement the Section 3 Plan to ensure compliance with Federal law and to designate the City Manager as the Section 3 Coordinator for the City.

Resolution No. 13-27, adopted by the City Council on October 21, 2013, is hereby repealed and superseded by this Resolution.

ADOPTED BY THE COMMON COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Willis L. Van Dusen, Mayor

ATTEST:

\_\_\_\_\_  
Paul Benoit, City Manager

ROLL CALL ON ADOPTION                      YEA                      NAY                      ABSENT

Councilor      LaMear  
                    Herzig  
                    Mellin  
                    Warr

Mayor Van Dusen



## CITY OF ASTORIA SECTION 3 PLAN

### **General Policy Statement**

It is the policy of the City of Astoria to require its contractors to make a good faith effort to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, veteran's or marital status, or economic status and to take affirmative action to ensure that both job applicants and existing employees are given fair and equal treatment.

The City of Astoria implements this policy through the awarding of contracts to contractors, vendors, professional service providers/consultants and suppliers, to create employment and business opportunities for residents of the City of Astoria and other qualified low-and very low-income persons.

The policy will ensure that in good faith the City of Astoria will have a reasonable level of success in the recruitment, employment, and utilization of Section 3 residents and other eligible persons and Section 3 business concerns working on contracts partially or wholly funded with the United States Department of Housing and Urban Development (HUD) monies. The City of Astoria shall examine and consider a contractor's, professional service provider/consultant or vendor's potential for success by providing employment and business opportunities to Section 3 residents and business concerns prior to acting on any proposed contract award.

### **Good Faith Effort**

At a minimum, the following tasks must be completed to demonstrate a good faith effort with the requirements of Section 3. The City of Astoria and each contractor, subcontractor, professional services provider, vendor or supplier seeking to establish a good faith effort as required should be filling all training positions with persons residing in the target area.

1. Send notices of job availability subcontracting opportunities subject to these requirements to recruitment sources, organizations and other community groups capable of referring eligible Section 3 applicants, including Work Source Oregon.
2. Include in all solicitations and advertisements a statement to encourage eligible Section 3 residents to apply.
3. When using a newspaper of major circulation to request bids/quotes or to advertise employment opportunities to also advertise in minority-owned newspapers.
4. Maintain a list of all residents from the target area who have applied either on their own or by referral from any service, and employ such persons, if otherwise eligible and if a trainee position exists. (If the contractor has no vacancies, the applicant, if otherwise eligible, shall be listed for the first available vacancy). A list of eligible applicants will be maintained for future vacancies.

Any construction contractor, professional services provider, vendor or supplier must certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligation under 24 CFR Part 135.

### **WHAT IF MY BUSINESS DOES NOT QUALIFY AS A SECTION 3 BUSINESS?**

The City of Astoria will, to the greatest extent feasible, offer contracting opportunities to Section 3 business concerns. However, in the event no Section 3 business bids on a contract, or bids but is not able to demonstrate to the City of Astoria satisfaction that it has the ability to perform successfully under the terms and conditions of the proposed contract, then that contract will be awarded to a non-Section 3 business concern that can meet the terms and conditions of the proposed contract through the competitive bidding process.

That business concern must meet, as all business must (including Section 3 businesses), the general conditions of compliance (refer to Section 3 Clause [Construction Contracts] and Section 3 Clause [Non-Construction Contracts]).

This will include:

1. Submitting a list of all positions necessary to complete contract, name of employees who will fill those positions, names of all other employees.
2. Posting notices of any vacant positions, including training and/or apprenticeship positions, qualifications for positions, place where applications will be received and starting date of employment.
3. To the greatest extent possible, making available vacant positions, including training and/or apprenticeship positions, to Section 3 residents (all categories) in order to priority.
4. As positions are vacated during completion of contract, following guidelines enumerated in numbers 2 and 3 above.
5. Submitting Compliance Reports as required.
6. If notified of non-compliance, correcting non-compliance within allowable time period.

### **Section 3 Purpose**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) (Section 3) requires the City of Astoria to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low-and very-low income persons.

## **Section 3 Contracting Policy and Procedure**

***Section 3 residents must meet the minimum qualifications of the position to be filled and a Section 3 business concern must have the ability to and capability to perform successfully under the terms and conditions of the proposed contract.***

The City of Astoria will incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contains goal requirements for awarding contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must before submitting bids/proposals to the City of Astoria will be required to complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section. Such certifications shall be adequately supported with appropriate documentation as referenced in the form. Refer to Exhibit 4.

In addition the City of Astoria has initiated efforts to enhance resident hiring in specific procurement areas. These initiatives are designed to set the requirements for resident hiring and developing and/or strengthening administrative procedures for facilitating contractors' hiring of Section 3 residents, other low income and/or very low-income residents residing in the City of Astoria. In promote good faith effort to enhance Section 3 compliance all **procurement documents must meet the following:**

1. Each bidder/proposer must include a Section 3 Opportunities Plan and Certification (Exhibit 5) or a separate schedule which indicates its commitment to meet the Section 3 resident hiring requirements.
2. If a bidder/proposer fails to submit a Section 3 Opportunities Plan and Certification or a separate schedule and the related data along with the bid/proposal, such bid/proposal will be declared as "non-responsive".
3. For Invitations for Bids ("IFB") where awards are made to the lowest, responsive and responsible bidder, the bidder's commitment to satisfy Section 3 resident hiring requirements will be a factor used in determining whether the bidder is "responsive".
4. For QBS's RFQ's, RFP's and IFB's, contractors shall be required to detail the cost of the bid or proposal by separately categorizing contract cost by labor (person hours and dollar amounts).

The City of Astoria and their covered contractors, subcontractors, professional service providers/consultants or subrecipients) will in good faith comply with the requirements of Section 3 for **new** employment, training, or contracting opportunities resulting from the expenditure of HUD funding. The City's responsibility includes:

1. Providing a list of all Section 3 residents and business concerns within their area;
2. Advertise to have residents businesses complete the pre-qualifying certification form;
3. Develop a system to collect the pre-qualifying certification forms and to verify the accuracy of the completed forms;

4. Contract work (contracts of \$100,000 or more for construction or any non-construction activity leading to construction i.e. engineering, architectural services) with preference to Section 3 residents and business concerns by giving preference to Section 3 residents and business concerns located closer to the project site;
5. Require construction contractors, engineers, architects, program managers, vendors and suppliers, etc. to submit a Section 3 Opportunities Plan and Certification plan with their bid/proposal;
6. Informing businesses that they can use the Work Source Oregon—First Source Hiring Agreement in complying with the Section 3 requirements;
7. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
8. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
9. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];
10. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;
11. Assisting and actively cooperating with the State in making contractors and subcontractors comply;
12. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
13. Documenting actions taken to comply with Section 3; and
14. Submitting Section 3 Annual Summary Reports (form HUD-60002) in accordance with 24 CFR Part 135.90.
15. Informing any subrecipient/sub-grantee of the City of Astoria CDBG funds that they must attempt to reach the minimum numerical goals set forth at 24 CFR Part 135.30, regardless of the number of subrecipients/sub-grantees that receive covered funding. The information and assistance that will be provided includes but is not limited to the following:
  - a. Inform subrecipients/sub-grantees about the requirements of Section 3;
  - b. Assist subrecipients/sub-grantees and their contractors with achieving compliance;
  - c. Monitor subrecipient/sub-grantee performance with respect to meeting the requirements of Section 3; and
  - d. Report to HUD on the cumulative Section 3 activities taking place within their jurisdiction on an annual basis.

The existing City of Astoria Procurement Policy also contains goal requirements for awarding contracts to Small Disadvantaged Businesses, formerly Minority and Women Business Enterprises (M/WBE).

### **Section 3 Clause**

The Section 3 Contract Clause specifies the requirements for contractors hired for Section 3 covered projects. The Section 3 Clause must be included in all Section 3 covered projects. The Section 3 Contract Clause is included in Exhibit 1.

### **Numeric Goals for Section 3 Employment & Training**

It is the policy of the City of Astoria to utilize residents and other Section 3 eligible persons and businesses concerns in contracts partially or wholly funded with monies from the Department of Housing and Urban Development (HUD). The City of Astoria has established employment and training goals that contractors and subcontractors should meet in order to comply with Section 3 requirements. (Reference 24 CFR 135.30—Numerical goal for meeting the greatest extent feasible requirement). The numerical goal is:

- Thirty percent (30%) of the aggregate number of new hires in any fiscal year.

It is the responsibility of contractors, professional service providers/consultants, vendors and suppliers to implement progressive efforts to attain Section 3 compliance. Any firm that does not meet the Section 3 numerical goals must demonstrate why meeting the goals were not feasible. All firms submitting bids or proposals are required to certify that they comply with the requirements of Section 3.

### **Numeric Goals for Contracting Activities**

Absent evidence to the contrary, the City of Astoria considers contractors, professional service providers/consultants, vendors and suppliers of covered funding to be in compliance with Section 3 if they meet the minimum numerical goals set forth at 24 CFR Part 135.30. Specifically:

1. 30 percent of the aggregate number of new hires shall be Section 3 residents;
2. 10 percent of the total dollar amount of all covered construction contracts shall be awarded to Section 3 business concerns; and
3. 3 percent of the total dollar amount of all covered non-construction contracts shall be awarded to Section 3 business concerns.

Businesses that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the state to make a compliance determination.

Failure to comply with the requirements of Section 3 may result in sanctions, including: debarment, suspension, or limited denial of participation in HUD programs pursuant to 24 CFR Part 24.

### **Section 3 Program Resident/Participant Certification Procedure**

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or
2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local

HUD income limits set forth for low-or very low-income households.

The City of Astoria will certify Section 3 program participants who reside in the City of Astoria and who are seeking preference in training and employment by completing and attaching adequate proof of Section 3 eligibility, as required (see Exhibit 3—Section 3 Participant Eligibility for Preference form).

1. All persons living in the City who meet the Section 3 eligibility guidelines can, by appointment, visit with the Section 3 Coordinator to complete a job readiness assessment.
2. Once this assessment is complete, the Section 3 Coordinator will determine if the individual meets the eligibility requirements and is job ready.
3. The Section 3 job readiness component is a part of the City of Astoria commitment to provide economic opportunities and training to residents/eligible participants to become gainfully employed.

**Resident Hiring Requirements**

The City of Astoria has adopted the following scale for resident hiring that is to be used on all construction contracts, service contracts and professional service contracts that contain a labor component. It is expected that an appropriate number of residents with particular qualifications or a willingness to begin unskilled labor will be able to participate in contracted labor efforts.

<b>TOTAL LABOR DOLLARS USE TOTAL CONTRACT AMOUNT FOR SERVICE CONTRACTS</b>	<b>RESIDENT AS A % OF TOTAL LABOR DOLLARS</b>
Labor dollars \$25,000 but less than \$100,000	10% of the labor dollars
\$100,000, but less than \$200,000	9% of the labor dollars
At least \$200,000, but less than \$300,000	8% of the labor dollars
At least \$300,000, but less than \$400,000	7% of the labor dollars
At least \$400,000, but less than \$500,000	6% of the labor dollars
At least \$500,000, but less than \$1 million	5% of the labor dollars
At least \$1 million, but less than \$2 million	4% of the labor dollars
At least \$2 million, but less than \$4 million	3% of the labor dollars
At least \$4 million, but less than \$7 million	2% of the labor dollars
\$7 million or more	1 – ½% of the labor dollars

With this sliding formula, it is expected that an appropriate number of public housing residents and neighborhood residents with particular qualifications or willingness to begin unskilled labor will be able to participate in contracted labor efforts. A prime contractor, through its subcontractor(s), may satisfy the Section 3 resident hiring requirement set forth

above.

1. Contractor/subcontract or joint venture with a resident owned business. The business must be 51% or more owned by Section 3 residents; or
2. The contractor/sub-contractor that can demonstrate that at least 30% of the current employees of the company are Section 3 residents,
3. At least 30% of the contractor/sub-contractors employees are Section 3 residents, within 3 years of the date of first employment with the company;
4. The contractor/sub-contractor commits to subcontracting at least 25% of the total value of the contract to section 3 sub-contractors, as defined above, and to provide the necessary evidence.
5. The contractor/sub-contractor will incur the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth in the Resident Hiring Scale, or
6. The contractor/sub-contractor makes a contribution to an Education Fund to provide assistance to residents to obtain training. The level of contribution would be commensurate with the sliding scale set forth in the Resident Hiring Scale.

### **Preference For Section 3 Residents in Training and Employment Opportunities**

In providing training and employment opportunities, generated from the expenditure of Section 3 activities to Section 3 residents, the following order of preference will be followed:

1. Section 3 residents from the service area or neighborhood in which the Section 3 covered project is located.
2. Participants in HUD Youthbuild Programs.
3. Homeless persons residing in the area service area or neighborhood in which the Section 3 covered project is located.
4. Other Section 3 residents.

### **Section 3 Residents Recruitment, Training, and Employment Goals**

The City of Astoria will develop resources to provide training and employment opportunities to Section 3 program participants by implementing the following:

1. Training opportunities will be advertised by distributing flyers via mass mailings and posting in common areas of the housing developments as well as all local public housing management offices.
2. The resident councils, resident management corporations, as well as neighborhood community organizations will be contacted to request their assistance in notifying residents of the available training and employment opportunities.
3. Employment opportunities will be advertised by posting job vacancies in common areas of any local public housing developments as well as contacting resident councils, resident management corporations, and neighborhood community organizations.
4. A database will be developed of certified Section 3 residents of public housing and

- other Section 3 residents.
5. A database will be developed to maintain a skill assessment of all Section 3 residents of public housing and other Section 3 residents.
  6. A database will be developed of eligible qualified Section 3 Business concerns to contact with respect to the availability of contract opportunities.
  7. Relationships will be developed with local area employers in an effort to solicit job vacancies to determine skills needed in their workforce, thereby providing training to residents developing skills that will transfer into the external labor market.
  8. A provision for a specific number of public housing or Section 3 program participants to be trained or employed by the contractor will be incorporated into the contract.

### **Assisting Contractors to Achieve Section 3 Hiring and Contracting Goals**

The City of Astoria will assist contractors with little or no experience in achieving Section 3 hiring and contracting goals by:

- ❖ Requiring the contractor to present a list, to the Section 3 Coordinator, of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.
- ❖ The Section 3 Coordinator will provide the contractor with a list of interested and qualified Section 3 residents for construction projects.
- ❖ The Section 3 Coordinator will provide contractor with a list of Section 3 business concerns interested and qualified for construction projects.
- ❖ The Section 3 Coordinator will inform contractor of known issues that might affect Section 3 residents from performing job related duties.
- ❖ The Section 3 Coordinator will review the new hire clause with contractors and subcontractors to ensure that the requirement is understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work to be performed with HUD (federal) funds.

### **Preference for Contracting with Section 3 Business Concerns**

A Section 3 Business Concern is one of the following:

1. Businesses that are 51 percent or more owned by Section 3 residents;
2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or
3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

The City of Astoria, in compliance with Section 3 regulations, will require contractors and subcontractors (including professional service contractors) to direct their efforts towards contracts to Section 3 business concerns in the following order to priority:



1. Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section covered project is located.
2. Business concerns that carry-out HUD Youthbuild Programs.
3. Other Section 3 business concerns.

Contractors and subcontractors are expected to extend to the greatest extent feasible, efforts to achieve the numerical goals established by the City of Astoria.

**Evidence of Section 3 Certification**

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the City of Astoria shall complete the Certification For Business Concerns Seeking Section 3 Preference In Contracting and Demonstration of Capability form, which can be obtained from the Section 3 Coordinator. The business seeking Section 3 preference must be able to provide adequate documentation as evidence of eligibility for preference under the Section 3 Program. The certification form is Exhibit 4 to this plan.

Certifications for Section 3 preference for business concerns must be submitted to the Section 3 Coordinator of the City of Astoria prior to the submission of bids for approval. If the Section 3 Coordinator previously approved the business concern to be Section 3 certified, then the certification can be submitted along with the bid.

**Efforts to Award Contract Opportunities to Section 3 Business Concerns**

The City of Astoria will use the following methods to notify and contract with Section 3 business concerns when contracting opportunities exist.

1. Advertise contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
2. Provide written notice of contracting opportunities to all known Section 3 business concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to the bid invitation.
3. Coordinate pre-bid meetings at which the Section 3 business concerns would be informed of upcoming contracting opportunities in advance.
4. Conduct workshops on contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
5. Contact the City of Astoria Business Development Department, business assistance agencies, Minority and Women’s Business Enterprise (M/WBE) contractor associations and community organizations to inform them of contracting opportunities and to request their assistance in identifying Section 3 businesses.
6. Establish relationships with the Small Business Administration (SBA), Minority and Women’s Business Enterprise M/WBE association, Community Development Corporations, and other sources as necessary to assist SPHA with educating and mentoring residents with a desire to start their own businesses.
7. Seek out referral sources in order to ensure job readiness for public housing residents

through on-the-job-training (OJT) and mentoring to obtain necessary skills that will transfer into the external labor market.

8. Develop resources or seek out training to assist residents interested in starting their own businesses to learn to prepare contracts, prepare taxes, obtain licenses, bonding, and insurance.

### **Contractor's Requirements in Employing Section 3 Residents/Participants:**

Under the City of Astoria Section 3 Program, contractors, subcontractors, professional service providers/consultants, vendors and supplies are required to submit a Section 3 Opportunities Plan and Certification and to:

1. Provide employment opportunities to Section 3 residents/participants in the priority order listed below:
  - a) **Category 1—Section 3 Residents** from the service area or neighborhood in which the Section 3 covered project is located,
  - b) **Category 2—Section 3 Participants in HUD Youthbuild Programs** carried out in the service area or neighborhood in which the Section 3 covered project is located,
  - c) **Category 3—Section 3 Residents of Section 8 of the local Housing Authority** as well as all other residents residing in the service area or neighborhood in which the Section 3 covered project is located. Section residents must meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).
  - d) **Category 4—Section 3 Residents/Homeless persons** residing in the area service area or neighborhood in which the Section 3 covered project is located.
  - e) **Category 5—Other Section 3 residents/participants.**
2. After the award of contracts, the contractor must, prior to beginning work, inform Section 3 participants of the development at which the work will be performed, by providing the following:
  - a) Names of the Section 3 business concerns to be utilized,
  - b) Estimates of the number of employees to be utilized for contract,
  - c) Projected number of available positions, to include job descriptions and wage rates (construction wages consistent with Davis Bacon),
  - d) Efforts that will be utilized to seek Section 3 participants.
3. Contractors must notify the Section 3 Coordinator of their interests regarding employment of Section 3 participants prior to hiring. The Section 3 Coordinator will ensure that the participant is Section 3 eligible, by assessing the Section 3 database to ensure job readiness. Additionally, the legal department will be contacted to ensure that the individuals are not involved in any legal proceedings against/with the City of Astoria.
4. Submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contract award. Document the performance of Section 3 participants (positive and negative), regarding punctuality, attendance, etc., and provide this information to the City of Astoria Section

3 Coordinator.

5. Immediately notify the Section 3 Coordinator of any problems experienced due to the employment of Section 3 participants.
6. Immediately notify the Section 3 Coordinator if a participant quits, walks off, or is terminated for any reason. The contractor must provide written documentation of all such incidents to support such decisions to the Section 3 Coordinator to determine if an investigation is warranted.
7. Businesses can use the Work Source Oregon—First Source Hiring Agreement in complying with the Section 3 requirements.

### **Internal Section 3 Complaint Procedure**

In an effort to resolve complaints generated due to non-compliance through an internal process, the City of Astoria encourages submittal of such complaints to its Section 3 Coordinator as follows:

1. Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR 135.
2. Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
3. An investigation will be conducted if complaint is found to be valid. The Section 3 Coordinator will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
4. The Section 3 Coordinator will provide written documentation detailing the findings of the investigation of the \_\_\_\_\_. The \_\_\_\_\_ will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available no later than thirty (30) days after the filing of complaint.

If complainants wish to have their concerns considered outside of the City of Astoria a complaint may be filed with:

Assistant Secretary for Fair Housing and Equal Opportunity  
United States Department of Housing and Urban Development  
451 Seventh Street, SW  
Washington, DC 20410

The complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

### **Enforcement**

To enforce the decision-making process pertaining to determining applicable percentages for resident hiring, enforcement strategies are set forth below.

During the post award or pre-bid conference, the objective shall be to impact critical Section 3 information to the contractor prior to commencement of the work/project. The following contract requirements shall be discussed in detail: (Non-construction contracts does not require Davis-Bacon).

Davis-Bacon  
Minority and Women Owned Business Participation  
Resident Hiring Professional

Each representative will define specific functional requirements and require the contractor to certify its understanding of the terms and conditions of the contract as they pertain to Davis-Bacon, resident hiring and Minority and Women Owned Business participation.

**Monitoring and Enforcement Authority and Responsibility**

The function of monitoring and enforcing resident hiring will be carried out by the City of Astoria Section 3 Coordinator, including all field activities.

## DEFINITIONS

**Assistant**: the Assistant Secretary for Fair Housing and Equal Opportunity.

**Business Concern**: a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

**Contractor**: any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

**Employment Opportunities Generated by Section 3 Covered Assistance**: all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

**Housing Authority (HA)**: Public Housing Agency.

**Housing Development**: low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

**HUD Youthbuild Programs**: programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low-and very low-income families.

**JTPA**: The Job Training Partnership Act (29 U.S.C. 1579 (a)).

**Low-income Person**: families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

**Metropolitan Area**: a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

**New Hires**: full-time employees for permanent, temporary or seasonal employment opportunities.

**Recipient:** any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

**Section 3:** Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

**Section 3 Business Concern:** a business concern,

- 1) That is 51 percent or more owned by Section 3 resident: or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently
- 3) Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 4) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

**Section 3 Covered Assistance:**

- 1) public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

**Section 3 Clause:** the contract provisions set forth in Section 135.38.

**Section 3 Covered Contracts:** a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

**Section 3 Covered Project:** the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

**Section 3 Resident:** a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

**Subcontractor**: any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

**Very Low-income Person**: families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

**SECTION 3 CLAUSE**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. Contractor shall complete THE REQUIRED Section 3 report form 60002 and submit it to the City of Astoria with the final construction pay estimate for the project.



CITY OF ASTORIA

RESIDENT EMPLOYMENT OPPORTUNITY DATA  
ELIGIBILITY FOR PREFERENCE  
CERTIFICATION FORM

***Eligibility for Preference***

A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

***Certification for Resident Seeking Section 3 Preference in Training and Employment***

I, \_\_\_\_\_, am a legal resident of the City of Astoria and certify that I meet the income eligibility guidelines for a low- or very-low-income person as published on the reverse.

My permanent address is:

\_\_\_\_\_  
\_\_\_\_\_

I have attached the following documentation as evidence of my status:

- a. Copy of lease demonstrating proof of residency in a public housing development
- b. Copy of receipt of public assistance such as a Section 8 certificate or voucher
- c. Copy of evidence of participation in a public assistance program such as Youthbuild, JTPA, Job Corps etc.
- d. Income tax records
- e. Other

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

### SECTION 3 INCOME LIMITS

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in the City of Astoria who meet the income limits set forth below, can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

<b>Number in Household</b>	<b>Very Low Income</b>	<b>Low Income</b>
1 individual		
2 individual		
3 individual		
4 individual		
5 individual		
6 individual		
7 individual		
8 individual		

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

Name of Business: \_\_\_\_\_

Address of Business: \_\_\_\_\_

Type of Business: Corporation Partnership Sole Proprietorship Joint Venture

Attached is the following documentation as evidence of status:

\_\_\_\_ **For Business claiming status as a Section 3 resident-owned enterprise:**  
Copy of resident lease Copy of receipt of public assistance  
Copy of evidence of participation in public assistance program Other evidence

\_\_\_\_ **For business entity as applicable:**  
Copy of Articles of Incorporation Certificate of Good Standing  
Assumed Business Name Certificate Partnership Agreement  
List of owners/stockholders and% ownership of each  
Latest Board minutes appointing officers Corporation Annual Report  
Organization chart with names and titles and brief function statement  
Additional documentation

\_\_\_\_ **For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:**  
List of subcontracted Section 3 business(es) and subcontract amount

\_\_\_\_ **For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**  
List of all current full-time employees  
List of employees claiming Section 3 status  
PHA/IHA Residential lease less than 3 years from day of employment  
Other evidence of Section 3 status less than 3 years from date of employment

\_\_\_\_ Evidence of ability to perform successfully under the terms and conditions of the proposed contract:  
Current financial statement  
Statement of ability to comply with public policy  
List of owned equipment  
List of all contracts for the past two years

(Corporate Seal)

Authorizing Name and Signature: \_\_\_\_\_

Attested by: \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THE SECTION 3 OPPORTUNITIES PLAN (SERVICE & PROFESSIONAL CONTRACTS)

The purpose of Section 3 is to ensure that jobs and economic opportunities generated by HUD financial assistance for housing and community development programs shall be directed to low and very low income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low and very low income persons.

### Section I

The Section 3 Opportunities Plan is to be completed for construction and professional service contracts. There are four (4) ways in which Section 3 can be fulfilled. They are listed in order of preference:

1. Subcontract or joint venture with a Section 3 resident owned business. The business must be 51% or more owned by Section 3 residents or Subcontractor/joint venture with a business whose permanent full-time employees include persons at least 30% of whom are currently Section 3 residents or within 3 three years of the date of first employment with the business concern were Section 3 residents, or
2. Direct hiring Section 3 residents of the service area or the neighborhood in which the covered project is located, or
3. Incur the cost of providing skilled training for residents in an amount commensurate with the sliding scale set forth. Such training shall be determined after consultation with the Section 3 Coordinator of the City of Astoria or,
4. Contribute to a Section 3 resident educational fund in an amount commensurate with the sliding scale included in the Section 3 Conditions.

If a prime contractor is unable to satisfy the Section 3 resident hiring requirements per the above, the requirements may be satisfied through any subcontractors that may be involved in the project:

1. If the (sub)contractor has identified a resident owned business or a business which employs 30% or more Public Housing or Neighborhood residents, this paragraph is to be completed by indicating the number of resident owned businesses that will be used on the contract/spec number shown at the end of the paragraph.
2. If the (sub)contractor plans to hire Public Housing or Neighborhood residents to work for its company, paragraph two (2) must be completed with the contract/spec number and the percentage of compliance in hiring the resident(s).
  - a. For example, if your contract amount is \$100,000.00, the Section 3 dollar amount that must be expended is 10% of your labor dollars or \$10,000.00. If the whole dollar amount is to be expended on the resident's salary, then 100% is to be inserted on the percent line. If a percentage amount less than 100% will be expended on the resident's salary, that amount must be inserted on the line and the remaining percentage must be expended through subcontracting/joint venturing with a resident owned business or a business that employs 30% or more residents, or placed into \_\_\_\_\_ Section 3 Resident Educational Fund.

In which case, the corresponding paragraph must be completed.

3. If the (sub)contractor has exhausted the first two (2) options, then the full amount of the contractor's Section 3 obligations will be placed into \_\_\_\_\_ Resident Educational Fund, in which case paragraph three (3) must be completed and paragraphs one (1) and two (2) will contain zeroes in the percentage lines.

## **Section II**

The second portion of the Section 3 Opportunities Plan begins with the specification or request for proposal title and number.

## **Section III**

The third section is to be completed by listing current staff to be used to complete the work bid upon.

1. List the job titles,
2. Complete the Needed column if additional staff will be required to fulfill the classification,
3. In the Total column, list the total number of staff plus the number needed,
4. In the \_\_\_\_\_ and low and very low income area residents (LIAR) columns, list the number of current staff who are residents of \_\_\_\_\_ public housing, or who are low or very low income neighborhood residents,
5. In the To Be Filled column, list the number of positions that fit into the low and very low-income \_\_\_\_\_ public housing residents \_\_\_\_\_ and low and very (LIAR) who will be hired.
6. In the Hiring Goal column, list the number of \_\_\_\_\_ Public Housing residents or LIAR you intend to hire.

## **Section IV**

The final section is to be completed after the contract has been awarded, interviews have taken place and residents have been hired. The completed Section 3 Opportunities Plan must be submitted to the City of Astoria Section 3 Coordinator.

Each contractor is required to attend a pre-construction conference with the City of Astoria's Section 3 coordinator where contractual obligations will be explained, the contractor's Section 3 dollar amount will be determined, and the contractor's hiring goals will be discussed. The Section 3 coordinator will refer qualified residents to be interviewed by the contractor.

The Section 3 Opportunities Plan that is submitted with the QBS/RFQ/RFP/IFB and the final copy that is submitted to the Section 3 Coordinator must be signed and include the title of person executing the plan.

**SECTION 3 OPPORTUNITIES PLAN**

***Business Opportunities and Employment Training of the City of Astoria Public Housing Residents and Low and Very Low Income Neighborhood Residents***

**Section I. Opportunities Plan**

The Contractor has identified \_\_\_\_\_ Section 3 resident owned business(es) or \_\_\_\_\_ business(es) which employ 30% or more Section 3 residents to comply with \_\_\_\_\_% of its Section 3 requirements covered under Contract #\_\_\_\_\_. (Option 1)

Alternately, the Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and this City of Astoria Section 3 plan implemented through Resolution # \_\_\_\_\_ dated \_\_\_\_\_. The Contractor hereby submits this document to identify employment opportunities for Section 3 public housing residents and low and very low-income area residents, during the term of the contract between the Contractor and the City of Astoria. The Contractor affirms that the jobs identified shall be for meaningful employment that may or may not be related to the scope of services covered under Contract # \_\_\_\_\_. The Contractor has committed to employ the following in order to comply with \_\_\_\_\_% of its Section 3 requirements. (Option 2)

The above percentage(s) for Option 1 and 2 equal(s) 50% of the Contractor’s Section 3 obligations. Option three (3) on page 1 of the instructions equal 25% of compliance and Option four (4) on page 1 of the instructions equals 25% of compliance. You may choose one option to comply or all; however, total compliance must equal 100%. The Contractor hereby agrees by signing below that any remaining percentages will be deducted from payouts placed in the \_\_\_\_\_ Section 3 Educational Fund.

**Section II. Labor Survey**

**Project Title:** \_\_\_\_\_

**Job Title:** \_\_\_\_\_

**Local Contract/Agreement Number:** \_\_\_\_\_

Job Title (1)	Needed (2)	Number of Positions			Hiring Goal		
		Total (a)	LICSDR(b)	LIAR (c)	To be Filled (4)	LICSDR(a)	LIAR (b)

**Section III. Resident List**

Section 3 resident employee information (jobs to be filled)

Job Title	LICSPHAR or LIAR Name	Address	Social Security Number

LISPHAR = Low and very low income public housing authority resident

LIAR = Low and Very low income area resident

Please check the Option(s) that describe your contracting efforts:

- Option 1: Subcontract with Section 3 Business(es) – 25%
- Option 2: Hire Section 3 residents/participants – 25%
- Option 3: I have a training program in place and am willing to train \_\_\_\_\_ residents – 25%
- Option 4: Contribute to the \_\_\_\_\_ training/educational fund for resident training – 25%

In the event I am awarded the contract, I have the option to submit my check in the compliance amount of the start of contract date, or allow \_\_\_\_\_ to deduct payment from my draw requests. (Compliance amount is based upon the labor dollars of the contract award.)

You may comply by choosing one or all options. Remember your compliance must be equal to 100% as noted on page 1, paragraph three (3), or any remaining percentages will be deducted from payouts and placed in the \_\_\_\_\_ resident training/educational fund account.

The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

---

Contractor's Signature and Title

---

Date

**SECTION 3 OPPORTUNITIES PLAN CERTIFICATION**

NAME OF PRIME CONTRACTOR/ PROFESSIONAL SERVICES PROVIDER:

\_\_\_\_\_

Local Contract/Agreement #: \_\_\_\_\_

Contract Name: \_\_\_\_\_

**WARNING: THIS DOCUMENT IS REQUIRED FOR ALL CONSTRUCTION OR LABOR RELATED PROCUREMENTS AND PROFESSIONAL SERVICE AGREEMENTS.**

The Contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135.38 implementing Section 3 requirements. The contractor hereby submits this Section 3 Opportunities Plan.

The Contractor shall provide a status report identifying its progress in meeting the Section 3 goals established in this Section 3 Opportunities Plan on a quarterly basis throughout the contract period. The quarterly status report shall be submitted no later than 10 days after the end of each calendar quarter of the contract (e.g., April 10 for calendar quarter January 1 to March 31). The status report shall be in at least the same level of detail as the approved Section Opportunities Plan. For any goal not met, the report shall identify any other economic opportunities, which the contractor has provided, or intend to provide to Section 3 and neighborhood residents.

The failure of the Contractor to comply with the approved plan shall be a material breach of the contract.

Each Bidder/Proposer for a construction or labor related contract and professional services agreement must complete the Section 3 Opportunities Plan and submit all relevant information required herein. A prime contractor, through its' subcontractors may satisfy the Section 3 Resident Hiring Requirements. Please complete the Skill Needs Table in Section 1 of Section 3 Opportunities Plan in the following columns.

1. Indicate each category of employment for all phase of this contract;
2. The number of positions which will be needed in each category;
3. How many of those positions are currently filled;
  - a. The number filled by neighborhood residents, excluding \_\_\_\_\_ and \_\_\_\_\_ residents;
  - b. The number filled by Public Housing residents;
  - c. How many positions need to be filled;
4. Indicate your goal for the number of positions you intend to fill with:
  - a. Section 3 Residents
  - b. Low and Very low income area residents.



NOTE: The minimum of trainees is that which can reasonably be utilized in each occupation, and no less than the number established by the U.S. Secretary of Labor for construction and non-construction labor related occupations. The contractor shall fill all vacant positions with low-income persons (earning less than 80% of the median income in the City of Astoria and these positions shall not be filled immediately prior to undertaking work in order to circumvent regulations as set forth at 24 C.F.R. Part 135 et seq; as amended.

## II. SECTION 3 BUSINESSES SUBCONTRACTING OPPORTUNITIES

In a one (1) page letter on your company's letterhead:

1. Indicate the goals, expressed in terms of percentage of planning subcontracting dollars, for the use of Section 3 business concerns as subcontractors.
2. A statement of the total dollar amount to be subcontracted, total dollar amount to be subcontracted to Section 3 business concerns for building trades, and total dollar amount to be subcontracted to Section 3 business concerns for other than building trades work (maintenance, repair, modernization and redevelopment).
3. A description of the method used to develop the goals above and the efforts to be undertaken by the Contractor to meet those goals.

Acknowledged by:

\_\_\_\_\_  
(President or Authorized Officer)

\_\_\_\_\_  
Date



**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

January 21, 2014

TO: MAYOR AND CITY COUNCIL

FROM: *PS*  
*KOP* PAUL BENOIT, CITY MANAGER

SUBJECT: SUBJECT: POLICY OF NONDISCRIMINATION ON THE BASIS OF HANDICAP STATUS BACKGROUND

**BACKGROUND**

At their January 16, 2007 meeting, City Council appointed City Manager Paul Benoit as the City of Astoria's Nondiscrimination Compliance Officer. This action was required to meet the City's obligations related to Community Development Block Grants (CDBG) received from the Oregon Business Development Department (OBDD). With the recently received Senior Center CDBG, and as Mr. Benoit has submitted his resignation, the City Council needs to designate a new Nondiscrimination Compliance Officer to oversee the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations. Staff has coordinated with OBDD, and Melanie Olson with Business Oregon has stated that the City may designate the "City Manager" as the Nondiscrimination Compliance Officer, rather than designate a specific individual.

It would be in order for Council to appoint the City Manager position as the Nondiscrimination Compliance Officer for the City.

**RECOMMENDATION**

It is recommended that the City Council appoint the City Manager as the Nondiscrimination Compliance Officer for the City.

By:

*Rosemary Johnson*  
\_\_\_\_\_  
Rosemary Johnson, Planner

Through:

*Brett Estes*  
\_\_\_\_\_  
Brett Estes, Community Development Director /  
Assistant City Manager

## **POLICY OF NONDISCRIMINATION ON THE BASIS OF HANDICAP STATUS**

The City of Astoria does not discriminate on the basis of handicap status in the admission or access to, or treatment or employment in, its Federally assisted programs or activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations in implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

Astoria City Manager  
City of Astoria  
1095 Duane Street Astoria OR 97103  
503-325-5824



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

January 27, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ORDINANCE READOPTING CERTAIN STATE STATUTES TO REFLECT  
CHANGES MADE BY THE 2013 LEGISLATURE

**DISCUSSION/ANALYSIS**

The first reading of this ordinance was held at the January 21, 2014 City Council meeting. The 2013 legislation passed by the Oregon Legislature, for the most part, became effective on January 1, 2014. Many of our City ordinances refer to or incorporate state statutes. Every year, the City routinely re-adopts all referenced ORS sections to pick up any changes made by the legislature. This is done by a "global readoption", which was the technique recommended by the League of Oregon Cities. The City is legally unable to prospectively adopt Oregon legislative changes, i.e., we cannot adopt a state statute "as it now exists and is from time to time amended." The proposed ordinance has been reviewed and approved by the City Attorney.

**RECOMMENDATION**

It is recommended that Council conduct the second reading and adopt the proposed ordinance.

ORDINANCE NO. 14-\_\_\_\_\_

AN ORDINANCE READOPTING CERTAIN STATE STATUTES

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Code Section 1.047 is amended to read as follows:

“Readoption of Oregon Revised Statutes. Oregon Revised Statutes adopted either referentially or directly in the Astoria Code, including but not limited to Astoria Code Sections 1.010, 1.015, 1.085, 1.211, 1.230, 1.555, 1.602, 1.608, 1.620, 1.632, 1.638, 1.640, 1.900, 1.960, 1.961, 1.962, 1.963, 1.965, 1.967, 1.970, 1.971, 2.220, 2.360, 3.010, 3.015, 3.118, 5.000, 5.010, 5.100, 5.110, 5.255, 5.260, 5.300, 5.335, 5.385, 5.425, 5.726, 5.740, 5.925, 5.931, 5.933, 6.005, 6.010, 6.025, 6.030, 6.060, 6.135, 6.220, 6.250, 6.255, 6.305, 6.400, 6.500, 6.510, 6.520, 6.530, 6.550, 7.000, 7.005, 8.045.15, 8.045.17, 8.045.18, 8.104, 8.138, 9.005, 9.025, 9.030, 9.090, and 9.160, are hereby readopted to include all amendments, repeals, and additions made by legislative action of the State of Oregon, up to and including those of the 2012 legislative session.”

Section 2. This ordinance will be effective thirty (30) days after its passage.

ADOPTED BY THE COMMON COUNCIL THIS \_\_\_\_\_ DAY OF FEBRUARY, 2014.

APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF FEBRUARY, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Councilor LaMear			
Herzig			
Mellin			
Warr			
Mayor Van Dusen			



**CITY OF ASTORIA  
COMMUNITY DEVELOPMENT  
DEPARTMENT**

January 23, 2014

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH CLATSOP COUNTY FOR  
2014 BUILDING CODE AND PLUMBING INSPECTION SERVICES

**DISCUSSION/ANALYSIS**

In the past, City Council approved a contract with Jim Brien, Combined Inspection Services, Inc. for plumbing inspections as well as vacation and emergency coverage for the Building Official. Mr. Brien will no longer be providing this service on a full-time basis. Therefore, the City needs to contract with another entity to provide coverage for times when the Astoria Building Official is away from the office such as vacation, sick leave, training, etc., and for commercial plumbing review/inspections that Astoria's Building Official is not certified to perform.

The City of Astoria and City of Warrenton have jointly negotiated an agreement with Clatsop County for assistance with the plumbing inspection program. The attached draft agreement identifies that Clatsop County would conduct all plumbing review/inspections that Astoria's Building Official is unable to perform. The rate for plumbing inspection services would be \$40.00 per hour plus 10% overhead for all services, which is less than other previously hired private inspection agency fees. This fee would include all charges including mileage and any associated fees.

In addition, the draft agreement identifies that Clatsop County would assist the City of Astoria on an as-needed basis for services to cover for vacation, sick leave, training, etc., and the City would in turn assist the County on an as-needed basis for similar services. The Building Official coverage for vacation, sick leave, training, etc. would be done as a shared service with no charge to either the County or the City. However, to assure that neither party over uses the arrangement, a cap of 10 hours per month be established for non-charged services with a rate of \$65.00 per hour plus 10% overhead for these services over 10 hours per month.

The Agreement would automatically renew each year unless one of the parties provides 30 days notice of termination.

The Intergovernmental Agreement has been reviewed and approved as to form by City Attorney Henningsgaard.

**RECOMMENDATION**

It is recommended that Council approve the attached Agreement with Clatsop County to provide a Plumbing Inspector for plumbing review/inspection and associated services and to share in Building Official coverage for vacations, sick leave, and emergency situations.

By:   
\_\_\_\_\_  
Rosemary Johnson, Planner

Through:   
\_\_\_\_\_  
Brett Estes, Community Development Director /  
Assistant City Manager

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT**  
**JOINT PLUMBING INSPECTION SERVICES**  
**AND**  
**VACATION/EMERGENCY BUILDING INSPECTION COVERAGE**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter referred to as "ASTORIA," and Clatsop County, hereinafter referred to as "COUNTY."

**RECITALS**

WHEREAS, the parties desire to cooperate in sharing the non-exclusive services of a Plumbing Inspector(s) for the administration and enforcement of the Oregon Plumbing Code and various ordinances related to the construction of buildings and local development codes; and

WHEREAS, the parties desire to cooperate in sharing the non-exclusive services of the Building Official for the enforcement of various codes and ordinances relating to the construction of buildings and local development codes to assist with program coverage for vacations, sick leave, and/or emergency situations; and

WHEREAS, by authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

**I. COUNTY OBLIGATIONS**

1. Employ an Oregon certified Commercial Plumbing Inspector.
2. Employ a person as its Building Official who is certified as a Building Official in Oregon, and inspectors qualified to inspect each of the Oregon Specialty Codes.
3. Provide for transportation, training, telephone communications and other program costs not unique to a single party. Such costs associated with providing services for ASTORIA shall be included in the hourly rate as detailed in Exhibit A.
4. Contract with another individual or firm for such plumbing inspection services as the plumbing inspectors are not qualified to perform.



5. Allow COUNTY plumbing inspectors to serve in the capacity as the ASTORIA plumbing inspectors for services as requested by ASTORIA.
6. Allow COUNTY Building Official to serve in the capacity as the ASTORIA Building Official for services as requested by ASTORIA.
7. Designate the ASTORIA Building Official as the COUNTY Building Official for services as requested by COUNTY.
8. Maintain detailed financial records for costs associated with the operation of the joint plumbing inspection services.
9. As the employing agency, the COUNTY will provide worker's compensation for all the usual payroll taxes and deductions on behalf of its employees performing the services agreed herein. PERS contributions included in employee benefits are subject to the COUNTY PERS rate.
10. Submit an invoice to ASTORIA for services provided on a monthly basis, as specified in Exhibit A attached hereto.
11. Pay to the ASTORIA the cost of providing assistance with program coverage for the shared services of the Building Official for the enforcement of various codes and ordinances relating to the construction of buildings and local development codes for vacations, sick leave, and/or emergency situations as specified in Exhibit A attached hereto. This rate may be adjusted periodically based on increases provided to the employee(s) in accordance with ASTORIA's labor agreement and personnel policies.

## **II. ASTORIA OBLIGATIONS**

1. Designate the COUNTY plumbing inspector(s) as the ASTORIA plumbing inspector for inspection services as requested by ASTORIA.
2. Designate the COUNTY Building Official as the ASTORIA Building Official for services as requested by ASTORIA.
3. Allow ASTORIA Building Official to serve in the capacity as the COUNTY Building Official for services as requested by COUNTY.
4. Pay to the COUNTY the cost of operating the plumbing inspections as specified in Exhibit A attached hereto. This rate may be adjusted periodically based on increases provided to the employee(s) in accordance with the COUNTY's labor agreement and personnel policies.
5. Pay to the COUNTY the cost of providing assistance with program coverage for the shared services of the Building Official for the enforcement of various codes

Intergovernmental Agreement - Page 2

Building Official Coverage Services and Joint Plumbing Inspection Services

and ordinances relating to the construction of buildings and local development codes for vacations, sick leave, and/or emergency situations as specified in Exhibit A attached hereto. This rate may be adjusted periodically based on increases provided to the employee(s) in accordance with the COUNTY's labor agreement and personnel policies.

6. Administer the permit program including: acceptance of application, collection of plumbing fees, issuance of plumbing permit, and notification to COUNTY of the need for inspection. Notice shall be in writing and include a copy of the application and permit.
7. Submit an invoice to COUNTY for services provided on a monthly basis, as specified in Exhibit A attached hereto.

### **III. ASTORIA AND COUNTY OBLIGATIONS**

1. Both parties to agreement will adopt the current editions of the Plumbing Code of the Oregon State Building Code.
2. Both parties to agreement will adopt the current editions of the Structural, Mechanical, and One and Two Family Dwellings Specialty Codes of the Oregon State Building Code.
3. The plumbing inspector(s) will review and approve permits for plumbing construction for issuance by the respective jurisdiction.
4. ASTORIA and COUNTY will charge fees in accordance with the currently adopted plumbing permit fee schedules and valuation schedules and any additional fees adopted by the applicable jurisdiction.
5. ASTORIA and COUNTY shall retain the revenues collected for plumbing permits and inspection services within the respective jurisdictions.
6. The Plumbing Inspector(s) will ascertain that construction complies with the plumbing codes of each applicable jurisdiction, and other applicable ordinances and requirements. Plumbing Inspectors shall cite specific code violations in writing when the inspection or plan review is not approved as required by OAR 918-098-1900.
7. If the scale and/or complexity of a project in ASTORIA requires an additional or specialized inspector, the COUNTY shall contract or hire such an inspector, the cost of which shall be borne by ASTORIA. The determination of whether the scale and/or complexity of a project requires additional inspection services shall be a joint decision of the COUNTY and ASTORIA. If the COUNTY and ASTORIA are unable to agree on the need for additional inspection services, they shall appoint a neutral third party to mediate.

Intergovernmental Agreement - Page 3

Building Official Coverage Services and Joint Plumbing Inspection Services

8. Each party will designate an official to supervise the work of the Plumbing Inspector(s) in the jurisdiction and who shall be responsible for coordinating the joint plumbing inspection program with the other parties.
9. Each party will designate an official to supervise the work of the Building Official in the jurisdiction and who shall be responsible for coordinating the building inspection program coverage with the other parties.
10. Each party shall be responsible for monthly surcharge reports required by the State based on fees collected within their jurisdiction.
11. Each party shall prepare their respective monthly and year end plumbing permit activity reports as requested by the State.
12. Each party will provide space for an office, for the storage of files and plans and provide necessary clerical support for activities within its jurisdiction and supplies or services unique to the jurisdiction.
13. Each party will assume tort claim responsibility and liability, within the terms of the Oregon Tort Claims Act, ORS 30.260-300, for the Plumbing Inspector(s) and/or Building Official when the Plumbing Inspector(s) and/or Building Official is working for said party.
14. Each party indemnifies and holds the other harmless for claims and demands based on the conduct or performance of the Plumbing Inspector and/or Building Official while doing work for that party.

#### **IV. GENERAL OBLIGATIONS**

1. This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Clatsop County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies according to law.
2. Any notice under this Agreement shall be in writing and shall be effective when actually delivered in person or when deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated below or such other address as either party may designate by written notice to the other.

COUNTY: Director of Planning and Community Development  
Clatsop County  
800 Exchange Street, Suite 100  
Astoria OR 97103  
503-325-2611

ASTORIA: Community Development Director  
City of Astoria  
1095 Duane Street  
Astoria OR 97103  
503-338-5183

3. This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The parties shall not waive, alter, modify, supplement or amend this Agreement without a written instrument signed by both parties.
4. This Agreement shall in no way be interpreted that ASTORIA is transferring its building and plumbing codes programs, as established between ASTORIA and State of Oregon, to the COUNTY.
5. If any provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of the Agreement.
6. This agreement shall be non-exclusive. Either jurisdiction may employ other certified plumbing inspectors and/or building inspectors as they deem necessary.

**V. TERMINATION**

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, and shall automatically renew for successive twelve month terms unless a party provides written notice to the other parties of their intent to cancel or amend the Agreement with 30 day notice.

City of Astoria

Clatsop County

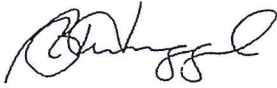
\_\_\_\_\_  
Willis L. Van Dusen, Mayor      Date

\_\_\_\_\_  
Scott Lee, Chairman      Date

Attested:

\_\_\_\_\_  
Paul Benoit, City Manager                      Date

Approved as to Form:



Digitally signed by Blair Henningsgaard  
DN: cn=Blair Henningsgaard, o,  
ou, email=blair@astorialaw.net,  
c=US  
Date: 2014.01.24 09:04:51 -08'00'

\_\_\_\_\_  
Blair Henningsgaard, City Attorney

Attested:

\_\_\_\_\_  
Scott Somers, County Manager                      Date

Approved as to Form:

\_\_\_\_\_  
Heather Reynolds, County Counsel

## EXHIBIT A

Financials Related to Intergovernmental Agreement  
for  
Joint Plumbing Inspection Services  
and  
Vacation/Emergency Building Inspection Coverage  
between  
Clatsop County and City of Astoria

### **Commercial Plumbing Inspector**

Hourly Rate which includes benefits, mileage, and associated expenses.

\$40.00 per hour plus 10% overhead

### **Building Official**

Hourly rate which includes benefits, mileage, and associated expenses for services beyond 10 hours per month.

\$65.00 per hour plus 10% overhead.

Services of less than ten hours per month shall be shared on a cooperative basis at no additional cost to either jurisdiction.



January 28, 2014

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL  
FROM: *PB* PAUL BENOIT, CITY MANAGER  
SUBJECT: *for* **WATER SOURCE OPERATOR'S HOUSE IMPROVEMENTS**

**DISCUSSION/ANALYSIS**

The City of Astoria's water treatment facility is located within the remote 3,700 acre watershed approximately twelve miles east of Astoria. The City has owned and maintained the Water Source Operator's residence house since it was built in 1914. The house is in need of interior remodeling in order for it to provide safe and livable service for another 100 years.

The essential purpose of the Water Source Operator living adjacent to the water treatment facility on the watershed property is to provide an immediate response to any alarms associated with the safety of the City's domestic water supply. In addition, the Operator's presence provides critical onsite security for the overall watershed.

The house has never been insulated, the wiring is substandard (knob & tube) and much of the plumbing is original. The heating system is an older inefficient oil furnace that requires a special containment system for the associated oil tank in order to prevent contamination of the Main Lake.

Staff has received quotes for the following materials and services (low quotes bolded):

<b>New Electrical System:</b>	<b>Wadsworth Electric</b> Clatsop Electric (\$9,600) Bogue (\$9,425)	<b>\$7,966</b>
<b>New Plumbing:</b>	<b>Terry's Plumbing</b> JP Plumbing (\$7,494) A+ Plumbing (\$6,600)	<b>\$5,800</b>
<b>New Drywall:</b>	<b>John Carrier</b> (Jim Lincoln (\$10,528) Corder (No Response) Hyde Park (No Response)	<b>\$7,400</b>
<b>Wood Stove (backup heat source) and Heat Pump with New Duct Work:</b>	<b>Diamond Heating</b> Dugan Heating (\$15,603) Columbia Housewarmers (\$19,445)	<b>\$15,436</b>
<b>Cabinets/New Counter Tops:</b>	<b>City Lumber</b> Home Depot (\$5,100)	<b>\$4,500</b>
<b>New Vinyl Flooring:</b>	<b>Home Depot</b> Nu-way Carpet (\$1,451)	<b>\$1,160</b>


<b>New Carpet:</b>	<b>Home Depot</b> Nu-Way Carpet (\$3,489)	<b>\$2,265</b>
<b>Insulation:</b> (material only) Public Works to Provide Labor		<b>\$2,050</b>
<b>Paint and Miscellaneous Items:</b>		<b><u>\$1,384</u></b>
<b>TOTAL</b>		<b>\$48,001</b>

Funds for this project are available in the Public Works Improvement fund.

**RECOMMENDATION**

It is recommended Council authorize expenditure of \$48,801 from the Public Works Improvement Fund for the renovation of the Water Source Operator's residence, as noted above.

Submitted By: Ken P. Cook  
Ken P. Cook, Public Works Director

Prepared By: Ken B. Nelson   
Ken B. Nelson, Public Works Superintendent





**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

January 29, 2014

## **MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **AUTHORIZATION TO AWARD – 18<sup>th</sup> STREET STORM DRAIN REPAIR PROJECT**

### **DISCUSSION/ANALYSIS**

In early December 2013, a sink hole developed at the intersection of 18<sup>th</sup> and Exchange Street. After video inspection of pipes in the vicinity, Staff discovered that several portions of a 30" diameter storm drain pipe had collapsed. Staff immediately implemented measures to temporarily protect traffic, while a permanent repair solution was developed. There are several significant challenges associated with repair of the storm drain pipe. These are identified below.

1. The existing 30" storm drain pipe is extremely deep, ranging from 17 to 18 feet below the road. Standard trenching to repair or replace the pipe will reach depths of up to 20 feet due to the need to over-excavate for placement of crushed rock to provide proper bedding for a new pipe.
2. There are a number of existing utilities that cross the storm drain pipe including water, sanitary sewer and natural gas. The most critical of these is a 1934 12" diameter cast iron water line that crosses the storm drain pipe in one of the collapsed areas. This water main is one of the primary lines serving east Astoria, and is essential to provide adequate water service and fire protection for the Hospital and other medical facilities on Exchange Street.
3. Previous utility work in this area has encountered extremely challenging soil and ground water conditions. Ground water is likely present at 12 to 15 feet deep and the area can be influenced by tidal fluctuations.
4. Exchange Street is a collector and one of the busier local routes in the City. Due to the proximity to the Hospital and other medical facilities, significant traffic disruption is problematic.

Using the challenges identified above, Staff developed a project solicitation that allowed Contractors to respond with repair proposals and associated costs. Contractors were asked to respond with methodology and costs to repair just the collapsed portions of pipe (spot repair), and the entire pipe length between manholes (complete repair). Staff used the informal Request for Quotes process (RFQ) and received the following responses:

Contractor	Method	Total Quote Complete Repair	Total Quote Spot Repair
TFT Construction Inc.	Trench	\$88,473.00	N/A
K & R Plumbing Construction	Pipe Burst	\$123,740.00	N/A
Lovett, Inc.	Pipe Burst	\$142,475.79	N/A
Pipe Experts, LLC.	Slip Line	\$164,500.00	N/A
Wildish Standard Paving Co.	Trench	\$172,750.00	\$195,300.00

Public Works Staff has thoroughly reviewed the Contractor’s responses, evaluating the methodology, anticipated project duration, traffic impacts, and the costs and risks associated with each approach. After careful consideration and review, Lovett’s repair proposal was chosen as the approach that provides the best benefit to the public. The following list details the unique benefits of Lovett’s repair methodology.

- 1. Minimal Excavation Depth** – Lovett has proposed to pipe burst from the 18<sup>th</sup> and Duane St. manhole back to a manhole south of Exchange St. Due to the topography at 18<sup>th</sup> and Duane, excavation work will not exceed 6 to 7 feet in depth. This eliminates many challenges associated with the soil and ground water in a 17 to 20 foot deep excavation.
- 2. Minimal Disruption to Crossing Utilities** – Because pipe bursting requires little trenching, crossing utilities will not be impacted. The critical 1934 12” water main will remain in-place and active with no disturbance associated with the work.
- 3. Minimal Traffic Disruption** – Lovett anticipates that a majority of the work will occur at 18<sup>th</sup> and Duane, and south of Exchange Street. Exchange St. will not be closed during the repair project, but instead will have a periodic single lane closure to allow work in the Exchange Street manhole. This will minimize mobility limitations associated with the project, maintain full access for Emergency Vehicles that frequent the area, and have the least impact on adjacent businesses.
- 4. Reduced Exposure to Change Orders** – Due to the minimal amount of trenching, the potential for change orders associated with encountering unstable ground conditions or utility conflicts is greatly reduced.
- 5. Additional Pipe Length Replaced** – Lovett’s approach will replace approximately 350 feet of pipe, not just the 175 feet associated with the project. This is a significant benefit to the City because the additional section of pipe being rehabilitated has signs of deterioration, and at least 100 feet of this pipe exceeds the allowable cover for the pipe material. We anticipate that pipe section will need to be replaced in the near future.

While each of the repair proposals have certain benefits and risks, Lovett’s approach best addresses the project challenges and will provide the greatest benefit to the City during and after construction. The two attached exhibit maps delineate the anticipated impact area for the project and show a perspective on the existing pipe depth. City Staff requested that the repair pipe size be increased from 18 inch, as proposed, to 24 inch diameter to more closely match the original pipe size and reduce the potential for voids associated with the repair approach. The resulting contract amount increases to \$159,776.75.

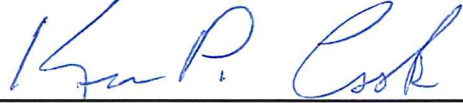
While both TFT and K & R Plumbing provided good proposals and competitive costs, we believe that the risks associated with their proposed impacts to Exchange Street and the critical water main crossing are too great, and do not justify the lower cost. TFT proposed

trenching to replace the damaged storm drain line which would be challenging to manage at the required depth, has a greater impact to traffic in the area, could potentially compromise the existing water main, and has a higher risk of costly change orders. K & R Plumbing proposed a pipe burst method of repair similar to the approach Lovett proposed. However, K & R Plumbing planned to excavate in Exchange Street as part of their approach which has very similar drawbacks to the trenching method. This would also impact the water main which is of particular concern.

**RECOMMENDATION**

It is recommended that City Council authorize staff to award a construction contract to Lovett, Inc. in the amount of \$159,776.75 for the 18<sup>th</sup> Street Storm Drain Repair Project. Funds for the project are available in the Public Works Improvement Fund.

Submitted By



Ken P. Cook, Public Works Director

Prepared By



Nathan Crater, Assistant City Engineer

# 18th St. SD Repair Project - Impact Areas



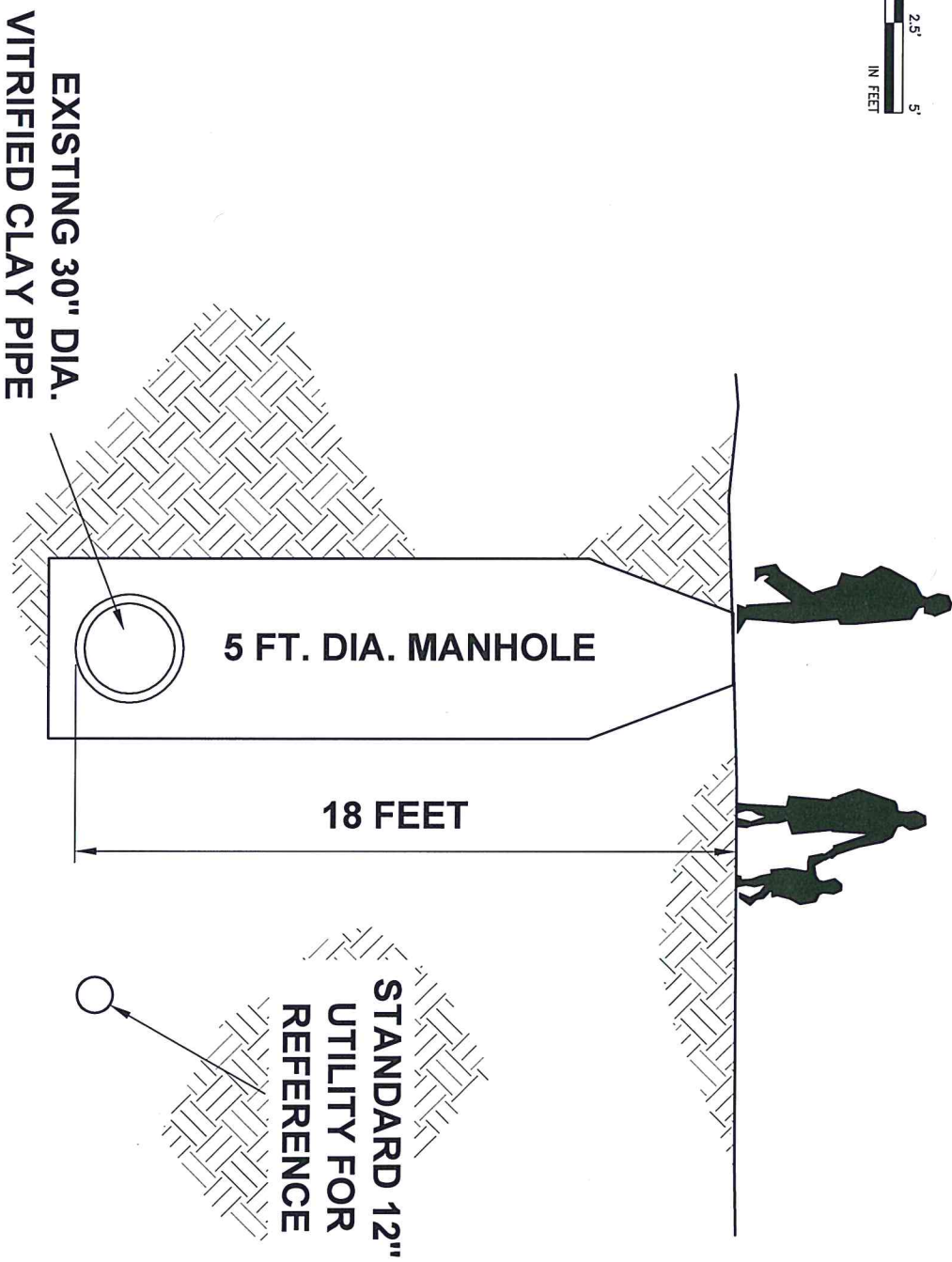
**PRIMARY IMPACTS OF STANDARD TRENCHING**



**PRIMARY IMPACTS OF LOVETT'S APPROACH**



**1"=50'**



# Depth of Existing Storm Drain Pipe

**60.01.00 - GENERAL**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between Lovett Inc., PO Box 86280, Portland, OR 97286, hereinafter called "**CONTRACTOR**" and the **City** of Astoria, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

That the said **CONTRACTOR** and the said **CITY**, for the consideration hereinafter named agree as follows:

**60.2.00 - DESCRIPTION OF WORK**

The **CONTRACTOR** agrees to perform the work of:

18<sup>th</sup> Street Storm Drain Repair Project

and do all things required of it as per his bid, all in accordance with the described bid, a copy of which is hereto attached and made a part of this contract.

**60.3.00 - COMPLETION OF CONTRACT**

The **CONTRACTOR** agrees that the work under this contract shall be performed within 30 calendar days of Notice to Proceed. If conditions beyond the control of the **CONTRACTOR** prevents completion of the project within the time set, **CONTRACTOR** may request a reasonable extension of time in accordance with APWA General Requirements. If said **CONTRACTOR** has not fully completed this contract within the time set or any extension thereof, he shall pay liquidated damages in accordance with Section 108.6.00 of the Supplementary Conditions to General Requirements.

**60.4.00 - CONTRACT PRICE**

The contract price for this project is \$159,776.75. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

**60.5.00 - CONTRACT DOCUMENTS**

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the APWA Oregon Chapter 1990 Standard Specifications for Public Works Construction with 1996 revisions), general conditions, supplementary conditions, call for bids, special provisions to the engineering specifications, instructions to bidders, all addenda and all modifications thereto and bid are, by this reference, incorporated into this contract and are fully a part of this contract.

**60.6.00 - CHANGES IN WORK**

With the consent of the **CONTRACTOR**'s surety, the **CITY** may change the plans, specification, character of the work, or quantity of work, provided the total value of all such changes, both additive and deductive, does not exceed the following:

A. An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices; or,

B. An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the total contract price. If it is necessary to exceed this limitation, the change shall be by written supplemental agreement between the **CONTRACTOR** and **CITY**.

Any change shall be in writing and state the dollar value, method of payment, and any adjustments in contract time, and shall provide for the signatures of the **CONTRACTOR** and **CITY**.

Changes in plans and specifications, requested in writing by the **CONTRACTOR**, which do not materially affect the work, may be granted by the Engineer. Payment will be made in accordance with Section 60.4.00 of this contract.

#### **60.7.00 - COMPLIANCE**

The **CONTRACTOR** specifically agrees to comply with all laws, ordinances, and regulations applicable to municipal contracts and to make prompt payment of all amounts that may be due from said **CONTRACTOR** in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the **CITY** harmless from any damages or claims whatsoever in the performance of this contract.

The **CONTRACTOR** further agrees to comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

**CONTRACTOR** agrees to take every precaution against injuries to persons or damage to property.

The **CONTRACTOR** agrees that the work will be done to the satisfaction and approval of the Engineer of the **CITY** of Astoria.

**CONTRACTOR** agrees to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of their work or the work of any other employees or persons.

**CONTRACTOR** agrees to hold the **CITY** free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

#### **60.8.00 - ADDITIONAL CONTRACTOR RESPONSIBILITIES**

**CONTRACTOR** is responsible for obtaining and paying for all necessary permits.

**CONTRACTOR** shall verify existing conditions and locations of all utilities and shall notify the Engineer of any discrepancies that may affect the work.

**CONTRACTOR** is responsible for contacting the utilities to have the lines relocated or repaired as necessary.

**60.9.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR**

**A. CONTRACTOR's** services shall be provided under the general supervision of **CITY's** project director or his designee, but **CONTRACTOR** shall be an independent **CONTRACTOR** for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 60.4.00 of this Contract.

**B. CONTRACTOR** acknowledges that for all purposes related to this Contract, **CONTRACTOR** is and shall be deemed to be an independent **CONTRACTOR** and not an employee of **CITY**, shall not be entitled to benefits of any kind to which an employee of the **CITY** is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that **CONTRACTOR** is found by a court of law or an administrative agency to be an employee of the **CITY** for any purpose, **CITY** shall be entitled to repayment of any amounts from **CONTRACTOR** under the terms of the Contract; to the full extent of any benefits or other remuneration **CONTRACTOR** receives (from **CITY** or third party) as result of said finding and to the full extent of any payments that **CITY** is required to make (to **CONTRACTOR** or to a third party) as a result of said finding.

**C.** The undersigned **CONTRACTOR** hereby represents that no employee of the **CITY** of Astoria, or any partnership or corporation in which a **CITY** employee has an interest, has or will receive any remuneration of any description from the **CONTRACTOR**, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

**60.10.00 SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION**

**A. CONTRACTOR** shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by **CITY** of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between subcontractor and **CITY**.

**B. CONTRACTOR's** relations with subcontractors shall comply with ORS 279C.580. In accordance with that statute:

1. **CONTRACTOR** shall include in each subcontract for property or services entered into by the **CONTRACTOR** and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 day out of such amounts as are paid to the **CONTRACTOR** by the contracting agency under the contract; and

(b) An interest penalty clause that obligates the **CONTRACTOR**, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first -



tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A **CONTRACTOR** or first-tier sub-contractor may not be obligated to pay an interest penalty if the only reason that the **CONTRACTOR** or first-tier sub-contractor did not make payment when payment was due is that the **CONTRACTOR** or first-tier subcontractor did not receive payment from the contracting agency or **CONTRACTOR** when payment was due. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified on ORS 279C.515 (2).

2. **CONTRACTOR** shall include in each of the **CONTRACTOR's** subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection (1) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

The above required clauses are required by ORS 279C.580 (3) and (4) and all the provisions of ORS279C.580 are applicable.

**C. CONTRACTOR** certifies that all subcontractors performing work described in ORS 701.005(3) or ORS 671.520(1) will be registered with the Construction Contractors Board or by the State Landscape Contractors Board before the subcontractors commence work under this contract.

**D. Assignment or Transfer Restricted.** The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY's** prior written consent. Unless otherwise agreed by the **CITY** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

**E. CONTRACTOR** certifies that **CONTRACTOR** has not discriminated and will not discriminate against minority, women or small business enterprises in obtaining any required subcontracts.

#### **60.11.00 - EARLY TERMINATION**

**A.** This Contract may be terminated without cause by mutual written consent of the parties. In addition, the parties may agree to terminate the contract:

1. If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

2. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

**B. Payment.** When a Contract, or any divisible portion thereof, is terminated pursuant to this section, the **CITY** shall pay the **CONTRACTOR** a reasonable amount of compensation for preparatory work completed and for costs and expenses arising out of termination. The **CITY** shall also pay for all work completed, based on the contract price. Unless the work completed is subject to unit or itemized pricing under the Contract, payment shall be calculated based on percent of contract completed. No claim for loss anticipated profits will be allowed.

**C. Responsibility for Completed Work.** Termination of the contract or a divisible portion thereof pursuant to this section shall not relieve either the **CONTRACTOR** or its surety of liability for claims arising out of the work performed.

**D.** Termination under any provision of this paragraph shall not affect any right, obligation or liability of **CONTRACTOR** or **CITY** which accrued prior to such termination.

**E.** If work is suspended under circumstances described in A (1) but the contract is not terminated, the **CONTRACTOR** is entitled to a reasonable extension of time to complete the contract, and reasonable compensation for all costs resulting from the suspension plus reasonable allowance for overhead with respect to such costs.

#### **60.12.00 - CANCELLATION FOR CAUSE**

**CITY** may cancel all or any part of the Contract if **CONTRACTOR** breaches any of the terms herein or in the event of any of the following: Insolvency of **CONTRACTOR**; voluntary or involuntary petition in bankruptcy by or against **CONTRACTOR**; appointment of a receiver or trustee for **CONTRACTOR**, or an assignment for benefit of creditors of **CONTRACTOR**. Damages for breach shall be those allowed by Oregon Law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal.

#### **60.13.00 - NONWAIVER**

The failure of the **CITY** to insist upon or enforce strict performance by **CONTRACTOR** of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

#### **60.13.01 - REMEDIES**

Consequences for **Contractor's** failure to perform the scope of work identified in the invitation to bid or the **Contractor's** failure to meet established performance standards may include, but are not limited to:

(A) Reducing or withholding payment;

(B) Requiring the contractor to perform, at the contractor's expense, additional work necessary to perform the identified scope of work or meet the establish performance standards; or

(C) Declaring a default, terminating the public contract, and seeking damages and other relief available under the terms of the public contract or other applicable law.

(D) Liquidated damages as calculated in Division 98, Supplementary Conditions, Section 108.6.00

**60.14.00 - SUIT OR ACTION**

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

**60.15.00 - CONFLICT BETWEEN TERMS**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the **CONTRACTOR**, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

**60.16.00 - INDEMNIFICATION**

The **CONTRACTOR** agrees to indemnify and to hold harmless the **CITY**, its officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to **CITY**, **CONTRACTOR** or others, resulting from **CONTRACTOR's** negligence.

**60.17.00 - WORKERS' COMPENSATION**

All employers, including **CONTRACTOR**, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. **CONTRACTOR** shall ensure that each of its subcontractors complies with these requirements. (ORS 279C.530 (2)).

**60.18.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES**

**CONTRACTOR** shall make payment promptly, as due, to all persons supplying **CONTRACTOR** labor or material for the prosecution of the work provided for this contract.

**CONTRACTOR** shall pay all contributions or amounts due the Industrial Accident Fund from **CONTRACTOR** or any subcontractor incurred in the performance of the contract.

**CONTRACTOR** shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

**CONTRACTOR** shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**60.19.00 - PAYMENT OF CLAIMS BY PUBLIC OFFICERS; PAYMENT TO PERSONS FURNISHING LABOR AND MATERIALS; AND COMPLAINTS**

**A.** 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 municipality 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.

**B.** If the **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 30-day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in 279C.580. The interest penalty shall be as provided in ORS 279C.580.

**C.** If the **CONTRACTOR** or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

**D.** The payment of a claim in the manner here authorized shall not relieve the **CONTRACTOR** or the **CONTRACTOR's** surety from obligation with respect to any unpaid claims.

**60.20.00 - HOURS OF LABOR**

No person shall be employed for more than 10 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, the employee shall be paid at least time and a half pay:

**A** For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

**B.** For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

**C.** For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

**D. CONTRACTOR** must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.

**E. CONTRACTOR** will comply with the requirements of ORS 279.C545 regarding time limitation or claim for overtime, posting of circular.

**60.21.00 - PAYMENT OF MEDICAL CARE**

**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**, of all sums which the **CONTRACTOR** agrees to pay for such services and all moneys and sums which the **CONTRACTOR** collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**60.22.00 - DRUG TESTING PROGRAM**

**CONTRACTOR** shall demonstrate, to the satisfaction of the Public Works Director that an employee drug-testing program is in place. **CONTRACTOR** may attach hereto a written description of his drug testing program, or a copy of the adopted drug-testing program, to comply with this condition.

**60.23.00 – PREVAILING WAGE RATE**

**A. Prevailing Wage Rate.** If this contract is subject to both ORS 279C.800 to ORS 279C870 and the Davis-Bacon Act (40 USC 3141 *et seq*) every contract and subcontract must provide that the worker whom the **CONTRACTOR**, subcontractor, or other person who is a party to the contract uses in performing all or part of this contract, must be paid not less than the higher of the applicable state prevailing rate of wage for each trade or occupation as defined by the Commissioner of the Bureau of Labor and Industries in the applicable publication entitled *Definitions of Covered Occupations for Public Works Contracts in Oregon* or federal prevailing rate of wage. A current copy (title page only) of Prevailing wage Rates for Public Works contracts in Oregon is included in Section 40 of the specifications. A web site where these publications are available is <http://egov.oregon.gov/BOLI/WHD/PWR/pwr.state.shtml>.

**B. Statutory Public Works Bond.** **CONTRACTOR** shall have a Public Works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836. **CONTRACTOR** shall include a provision in every subcontract requiring the subcontractor to have a public works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836.

**C. Certified Payroll Reports.** **CONTRACTOR** or **CONTRACTOR's** surety and every subcontractor or subcontractor's surety shall file certified payroll reports with the **CITY** in conformance with ORS 279C.845. The **CITY** is required to withhold 25% of amounts earned by **CONTRACTOR** if certified payroll reports are not submitted as required.

**60.24.00 – INSURANCE**

**A. Commercial General Liability.** **CONTRACTOR** shall obtain, at **CONTRACTOR'S** expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less \$1,000,000 per occurrence

and the annual aggregate not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis, and coverage will be primary, not contributory. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

**B. Automobile Liability.** Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

**C. Additional Insured.** The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONTRACTOR'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONTRACTOR shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

**D. Notice of Cancellation or Change.** There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONTRACTOR or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

#### **60.25.00 - PERFORMANCE AND PAYMENT BOND**

The CONTRACTOR further agrees to furnish a performance bond and a payment bond in approved forms each in the amount of 100% for the full performance and payment of the terms of this contract.

#### **60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

As required by ORS 305.385(6), CONTRACTOR certifies under penalty of perjury that the CONTRACTOR, to the best of CONTRACTOR's knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

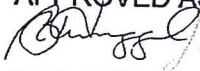
#### **60.26.01 - CITY OCCUPATION TAX**

Prior to starting work, Contractor shall pay the City occupation tax and provide the Public Works Department with a copy of occupation tax receipt. Contractor shall, likewise, require all subcontractors to pay the City occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

**60.27.00 - NO THIRD PARTY BENEFICIARIES**

This agreement and each and every provision is for the sole benefit of the CITY and CONTRACTOR and no third parties have any rights or benefits except to the extent expressly provided herein.

**APPROVED AS TO FORM:**



Digitally signed by Blair Henningsgaard  
DN: cn=Blair Henningsgaard, o, ou,  
email=blair@astorialaw.net, c=US  
Date: 2014.01.29 16:36:56 -08'00'

City Attorney

**CITY OF ASTORIA**, a municipal of the  
State of Oregon

BY: \_\_\_\_\_  
Mayor Date

ATTEST:

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
City Manager Date

# LOVETT

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Nathan,

We have made the changes you requested to our estimate. The additional charges associated with upsizing the pipe from 18" to 24" and the additional work required at the receiving pit are shown below.

Original Contract	\$142,475.79
HDPE PIPE UPSIZE TO 24"	\$ 7,451.50
FUSION RENTAL ADDITONAL CHARGES	\$ 1,300.00
MATERIAL AND LABOR TO REMOVE AND REPLACE THE EXISTING MANHOLE CONE Includes: sawcutting, protection, rock backfill, sawcutting of the existing cone where it meets the barrel of the manhole, the re-use of the cone and the installation of a concrete repair collar.	\$ 8,549.46
TOTAL PRICE FOR ADDITONAL MATERIAL AND LABOR	\$159,776.75

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**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

## 18<sup>th</sup> Street Storm Drain Repair Project REQUEST FOR REPAIR PROPOSAL/QUOTES

The City of Astoria Engineering Division is requesting quotes to furnish all labor, equipment and material to repair a collapsed storm drain pipe located on 18<sup>th</sup> Street between Exchange Street and Franklin Ave. The existing 30" diameter vitrified clay pipe is partially collapsed in one location and completely collapsed beneath Exchange Street. The scope of work identified below is intended to provide a basis for comparison of project cost. The City will also consider repair method, anticipated project duration, and length of street closures when evaluating the quotes.

### Scope of work:

- **Mobilization** – This lump sum item includes mobilization and demobilization of personnel and equipment from the site. It shall include insurance, bond cost, temporary facilities, and project administration costs.
- **Traffic Control** – This lump sum item includes all traffic control necessary to detour and/or control traffic on Exchange St. and 18<sup>th</sup> St.
- **Erosion Control** – This lump sum item includes measures necessary to control sediment-laden runoff from leaving the site. This also includes controlling turbid discharge from flowing downstream of the project area.
- **Dewatering** – This lump sum item includes anticipated cost associated with the dewatering effort. This item shall include all work, labor, materials, and equipment necessary to provide appropriate dewatering for the proposed repair method.
- **Repair/replace Storm Drain Pipe – Manhole to Manhole** – This item includes all work necessary to repair or replace 175 feet of existing, deteriorated 30" vitrified clay storm drain pipe (manhole to manhole). The pipe can be replaced with PVC, solid wall HDPE SDR 17, or SaniTite HP Pipe (ADS). The minimum replacement pipe size shall be 18 inch diameter. The work can be completed using cut/cover standard trenching, pipe bursting, pipe jacking, slip lining, or other methods if approved. The lump sum price shall include all items required to complete the repair associated with the proposed construction method, not specifically identified in other items.
- **Spot Repair Storm Drain Pipe – 2 Locations** – This item includes all work necessary to spot repair 2 locations on the existing pipe alignment, totaling approximately 40 feet. The existing, deteriorated 30" vitrified clay storm drain pipe is partially collapsed for approximately 25 feet and completely collapsed for 15 feet at the intersection of Exchange Street and 18<sup>th</sup> Street. The pipe can be replaced with PVC, solid wall HDPE SDR 17, or SaniTite HP Pipe (ADS). The minimum replacement pipe size shall be 30 inch diameter. The lump sum price shall include all items required to complete the repair associated with the proposed construction method, not specifically identified in other items.

Challenges:

- **Pipe Depth** – The existing 30" pipe is extremely deep. The depth ranges between 17 to 18 feet deep along the alignment, and trenching has the potential to exceed 20 feet.
- **Existing Adjacent Utilities** – As noted on the City Utility Sheet, there are a number of existing utilities adjacent to or crossing the storm drain pipe in the repair limits. These include, but are not limited to, water, sanitary sewer and gas. Specifically note the 12" water line crossing the 18<sup>th</sup>/Exchange Street intersection on the south side. Our records indicate that this line was installed in 1934 and it is a primary supply line to the area. It must remain operational during the project.
- **Ground Water & Existing Ground Conditions** – Previous work in this area has encountered challenging soil and ground water conditions. Ground water is likely present at 12 to 15 feet deep and the area can be influenced by tidal fluctuations. The soil conditions are likely consistent with previous dredge fill and largely made up of sandy silt. Dewatering and shoring will be critical to any excavation.
- **Traffic Control** – Exchange Street is a collector and one of the busier local routes in the City. Due to the proximity of the Hospital, complete closures shall be kept to a minimum. Development and implementation of a traffic control plan will be critical to project success.

Schedule A					
#	Item Description	Quantity	Unit	Unit Price	Total
1a	Mobilization	1	LS	\$14,104.86	\$14,104.86
2a	Traffic Control	1	LS	\$11,641.28	\$11,641.28
3a	Erosion Control	1	LS	\$ 750 -	\$ 750 -
4a	Dewatering	1	LS	\$ 2,250 -	\$ 2,250 -
5a	Repair/replace Storm Drain Pipe – Manhole to Manhole	1	LS	\$ 113,729.65	\$ 113,729.65
Total Quote – Schedule A					\$142,478.79

Schedule B					
#	Item Description	Quantity	Unit	Unit Price	Total
1b	Mobilization	1	LS	\$	\$
2b	Traffic Control	1	LS	\$	\$
3b	Erosion Control	1	LS	\$	\$
4b	Dewatering	1	LS	\$	\$
5b	Spot Repair Storm Drain Pipe – 2 locations	1	LS	\$	\$
Total Quote – Schedule B					\$

Contractors may complete Schedule A, Schedule B, or both. The City will evaluate the quotes received and choose the Schedule A or B repair based on available funding and anticipated impacts.

Please attach a separate sheet detailing your repair methodology, including proposed pipe type and size for replacement, replacement method, anticipated dewatering and shoring efforts, anticipated area of surface disruption/restoration, traffic control limitations, duration of street closures, and anticipated project schedule. It is important to describe how you plan to address the project challenges identified above.

Please review the video inspection records, attached utility maps, project aerial view, and sample City construction contract. The City will execute this contract with the selected Contractor.

The selected contractor will be required to furnish a performance bond and a payment bond on approved forms each in the amount of 100% for the full performance and payment of the terms of this contract.

The City Utility Sheet is attached to the document and highlighted for reference. Additionally, the video inspection of the existing storm drain pipe has been posted to the City's webshare site. The link to this site is: <http://public.engineering.astoria.or.us>. The inspection video can be found in the 18<sup>th</sup> Street SD Repair Project folder.

If you are unable to access the link above to download and view the videos, the City can supply a CD or DVD copy, upon request.

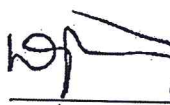
Contractor shall read and comply with the attached documents before finalizing a quote. Quotes are due January 23<sup>rd</sup>, 2014 by 2:00 p.m. Please send sealed quotes to:

Nathan Crater, P.E.  
Assistant City Engineer  
1095 Duane St.  
Astoria, OR 97103

Fax and emailed proposals are also acceptable, but will require acknowledgement of receipt. All work and material shall meet APWA and City of Astoria Standards and Special Provisions.

1/23/2014  
DATE SIGNED

LOVETT, INC  
OFFEROR

 (WAYLON KNIGHT)  
DIRECTOR OF CONSTRUCTION

SIGNED (NAME AND TITLE)  
6920 NE 42<sup>nd</sup> Ave  
MAILING ADDRESS  
PORTLAND, OR 97218  
CITY, STATE, AND ZIP CODE  
PHONE NUMBER: 503-737-5561  
CORPORATION:  YES  NO  
IF NO, TAX ID NUMBER OR SOCIAL SECURITY NUMBER:  
CONTRACTOR BOARD NO. 125507



January 22, 2014

Nathan Crater, P.E.  
Assistant City Engineer  
1095 Duane St.  
Astoria, OR 97103

Re. Lovett's methodology in regards to the "18<sup>th</sup> Street Storm Drain Repair Project"

The Following is an outline of the repair methodology, including the proposed pipe type and size for replacement, replacement method, anticipated dewatering and shoring efforts, anticipated area of surface disruption/restoration, traffic control limitations, duration of street closures and anticipated project schedule.

This project challenges are easily identified as;

1. Deep Pipe
2. Type C soil with heavy ground water
3. Complete collapse in pipe
4. Heavy traffic over collapse area
5. Potential excessive restoration measures

Lovett intends on eliminating all of the above challenges by approaching this project in the following way;

- A. Lovett will Mobilize to the site and set up a work area on 18<sup>th</sup> street North of Exchange street to the next storm manhole located in the dip in 18<sup>th</sup> street at the intersection of Duane Street. This work area perimeter will be a 6 foot chain link construction fence.
- B. Lovett will close 18<sup>th</sup> street from exchange to Duane Street, allowing access to the commercial property west of the 18<sup>th</sup> ST and Duane ST Intersection. The commercial properties to the east will have access off of 20<sup>th</sup> street.
- C. Lovett will excavate an insertion pit south of the Manhole located in the dip in 18<sup>th</sup> street at the intersection of Duane Street. This location has been chosen due to the shallow depth of the storm line in this area( approximately 5-6 feet deep) This insertion pit will be protected with a trench box and will be the only area of potential dewatering.
- D. Lovett will prepare the manhole in exchange and next manhole south in 18<sup>th</sup> for a pneumatic pipe bursting operation. This includes chipping out the existing channeling and a small perimeter demo around the inbound and outbound pipes. This is just to allow clearance for the bursting tooling to pass through the Exchange Street manhole and enter the manhole on 18<sup>th</sup> Street, at the south end of the project. This Manhole prep will require two days of one lane traffic control for the demo and two days of one lane traffic control for the manhole restoration at the 18<sup>th</sup> and Exchange Street intersection. This traffic control will be controlled with proper signage and two flaggers during the duration

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of these steps.

- E. Lovett will Fuse together SDR 17 HDPE Pipe (18" and 20" pricing provided) This fused pipe will be staged on the east side of 18<sup>th</sup> street north of Exchange.
- F. Lovett will utilize a directional drilling rig to penetrate and pre-ream the collapsed section of pipe. This Drill will set on steel plate over the insertion pit and roll it's pilot bore steel south inside the existing clay mainline. The Bore steel will be centered in the pipe inside the manhole in Exchange with cribbing and then bore through the collapsed area. Depending on ground conditions in the collapse a back-reamer can be installed on the bore steel, via access in the South Manhole. (If the collapse can be mitigated with a vacuum truck pre-reaming may not be necessary) The directional drill will retract and pull the necessary pipe bursting cable back to the insertion pit.
- G. Lovett will utilize a reversible pneumatic hammer and 20 ton winch pipe bursting set-up. This will allow us to only open one pit over the mainline. The winch will set over the manhole at the south side of the job and we will install the pipe in one run through the manhole in Exchange.
- H. After the mainline is installed Lovett will cut out the pipe inside the manhole in Exchange, re-grout the inlets and outlets (previously removed) and rebuild the channeling.
- I. Lovett will rebuild the manhole in 18<sup>th</sup> Street on the south end by rebuilding the channeling and re-grouting the outlet.
- J. Lovett will use 3034 PVC pipe that matches inside diameter to plumb from the end of the HDPE at the insertion pit to the Manhole at 18<sup>th</sup> and Duane Street.
- K. The excavation will be backfilled the insertion pit with non-native granular material. (approved by city)
- L. Lovett will provide investigative services to locate and camera up to three (3) noted possible laterals. Lovett will intercept these laterals and re-pipe these into the closest manhole via an inside drop.
- M. Lovett will provide the necessary surface restoration, clean the work-zone and De-Mobilize.

#### Notes;

- 1. This project scope can be provided with either 18" or 20" SDR 17 pipe. Any larger pipe will require the removal of the manhole cone on the south end to retrieve the expander collar. Pricing provided in the schedule is for 18" pipe. 20" pipe will have a \$7,902.00 adder for the material cost increase.
- 2. Lovett will not be quoting the spot repair option due to the high potential for sloughing and dewatering concerns.
- 3. Attached is a basic site map indicting closure locations, basic traffic control concepts and insertion pit location.

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## Street Closures;

1. Construction Zone – 2 weeks
2. Lane closures in Exchange (with flaggers o alternate access) – 4 days
3. Lane closures in 18<sup>th</sup> street around manhole during bursting process – 2 days
4. Intermediate closures in 18<sup>th</sup> for lateral installations

## Schedule of Work;

1. Total duration anticipated at 10 working days (2 Weeks) \*\*\*Option for paving delay due to weather at end of project- cold patch will be provided until hot mix is available.

## Dewatering;

1. Ground water encountered in the manhole will stay within the pipe zone.
2. Dewatering efforts in the insertion pit will be mitigated with a screen in the Manhole in exchange.

## Exclusions;

1. Due to the potential for annular voids and the condition of the existing mainline, pipe bellies may be present after installation. Lovett will not be responsible for these potential bellies.
2. Scope is based on the closures outlined in the above scope, in the event the traffic control requirements are increased by the city Lovett reserves the right to invoice for these changes.
3. Pricing is based on 18" SDR 17 HDPE Pipe as requested, 20" Pipe will provide a tighter fit and eliminate more annular spacing, Larger diameter Pipe can be installed utilizing this scope but would require cone removal on southern man-hole and incur a higher material cost.

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signage for traffic control



traffic control to be approved by city

18th St manhole workzones

road closed signage for lateral installation

insertion pit 5x40

construction zone

parking access from 20th

pipe staging area

road local

Duan St

© 2013 Google

Imagery Date: 7/6/2012 46°11'18.15"



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**NO DOCUMENTATION IS INCLUDED  
FOR THIS AGENDA ITEM**

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**NO DOCUMENTATION IS INCLUDED  
FOR THIS AGENDA ITEM**

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