
AGENDA

ASTORIA CITY COUNCIL MEETING

March 18, 2013
7:00 p.m.
2nd 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. **PROCLAMATIONS**
 - (a) Colorectal Cancer Awareness Month
 - (b) Centenary of the Founding of the Ghadar Party in Astoria
6. **PRESENTATIONS**
 - (a) Mom's Club – Lindstrom Park Restroom
7. **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) City Council Minutes of 3/4/13
 - (b) Resolution Eliminating Fund 260, Aquatic Facility Debt Service Fund (Finance)
 - (c) Resolution Eliminating Fund 182, CSO Phase 3 11793 (Finance)
 - (d) Resolution Eliminating Fund 406, Senior Center Endowment Fund (Finance)
8. **REGULAR AGENDA ITEMS**
 - (a) Consideration of Infrastructure Finance Authority (IFA) Grant Agreement for Renovation of Senior Center (Community Development)
 - (b) Authorization to Solicit Bids - Upper Ridge Blowdown Timber Removal (Public Works)
 - (c) Trolley Trestle Repair Project (Public Works)
9. **NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**

<p>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.</p>



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

March 8, 2013

MEMORANDUM

TO: ASTORIA CITY COUNCIL
FROM: PAUL BENOIT, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF MARCH 18, 2013

PROCLAMATIONS

Item 5(a): Colorectal Cancer Awareness Month

The Mayor will proclaim the month of March as Colorectal Cancer Awareness Month.

Item 5(b) Centenary of the Founding of the Ghadar Party in Astoria

The Mayor will proclaim 2013 as the Centenary of the Founding of the Ghadar Party in Astoria, Oregon.

PRESENTATIONS

Item 6(a): Mom's Club – Lindstrom Park Restroom

Representatives from the Mom's Club will give a presentation regarding a proposal to install a restroom at Lindstrom Park.

CONSENT CALENDAR

Item 7(a): City Council Minutes

At the time of the preparation of this agenda packet, the minutes of the City Council meeting of March 4, 2013 had not been completed. These minutes will be provided at a later date for your review.

Item 7(b): Resolution Eliminating Fund 260, Aquatic Facility Debt Service Fund (Finance)

A "Fund" is a set of accounts that cities establish for the purpose of reporting the financial status of specific functions or purposes. In this instance Fund 260, the Aquatic Facility Debt Service Fund (AFDSF), has been used to pay off the bonds that financed the Aquatic Facility. The last payment was made in November 2012. It is recommended that Council pass this resolution to eliminate Fund 260 the Aquatic Facility Debt Service Fund.

Item 7(c): Resolution Eliminating Fund 182, CSO Phase 3 11793 (Finance)

Fund 182, CSO Phase 3 11793, was established to account for the receipt and disbursement of loan proceeds received by the City for construction of the design and construction of the storage tank at Tapiola Field, as part of Phase 3 of the Denver Street storage project. The last transaction relating to this fund was accomplished during FYE June 30, 2012. It is recommended that Council pass this resolution to eliminate Fund 182, CSO Phase 311793.

Item 7(d): Resolution Eliminating Fund 406, Senior Center Endowment Fund (Finance)

Fund 406, the Senior Center Endowment Fund was established to receive gifts in support of the Senior Center. The Senior Center is now managed by Astoria Senior Center, Inc. (ASC), and gifts in support of the Center are made directly to that organization. The resources of this fund have been used for maintenance and repair and to acquire a grant to upgrade the entire facility. It is recommended that Council pass this resolution to eliminate Fund 406 the Senior Center Endowment Fund.

REGULAR AGENDA ITEMS

Item 8(a): Consideration of Infrastructure Finance Authority (IFA) Grant Agreement for Renovation of Senior Center (Community Development)

At its December 3, 2012 meeting, City Council authorized the submittal of a grant to Business Oregon Infrastructure Finance Authority (IFA) for the renovation of the Astoria Senior Center. The Community Development Block Grant (CDBG) would provide, if approved, \$1.5 million for major improvements including the installation of a kitchen and dining facility in the basement, an elevator, structural and roof repairs, asbestos removal, heating, electrical and plumbing improvements and other work.

The grant was submitted by the December 31, 2012 deadline and the City was informed on February 20, 2013 that the full \$1.5 million has been approved. Attached to this memorandum is the CDBG grant contract. It has been reviewed and approved as to form by City Attorney Blair Henningsgaard. If accepted, the work could begin in September or October of 2013 and be completed in the spring of 2014. Loaves and Fishes, which currently operates the senior meal program in the basement of Peace Lutheran Church, would move their operation to the basement of the Senior Center upon completion. It is recommended that the City Council approve the grant contract with IFA for renovation of the Senior Center.

Item 8(b): Authorization to Solicit Bids - Upper Ridge Blowdown Timber Removal (Public Works)

During the summer of 2012, The Campbell Group clear cut a large area adjacent to watershed ownership. Wind events this winter caused significant blowdown adjacent to the recent Campbell Group harvests. A majority of the down trees are hemlock which decay rapidly and will decrease in value if not removed this summer. The downed timber will also increase the danger of a fire event in the watershed if not removed.

The trees will be removed to a point beneath the ridgelines to minimize a similar occurrence in future winters. The timber will be removed using Campbell Group road systems which will minimize any impact on water quality. It is anticipated that approximately 450,000 board feet will be removed. The net value to the city after reforestation costs will be approximately \$120,000.00. It is recommended that Council approve the solicitation of bids for Upper Ridge Blowdown removal.

Item 8(c): Trolley Trestle Repair Project (Public Works)

The City of Astoria has approximately 4.7 miles of rail line traversing the south shore of the Columbia River from the Port of Astoria to Tongue Point. The line currently in use by the Astoria Trolley, is a portion of rail line that was once owned and maintained by the Burlington Northern railroad and includes 8 timber trestles that support the historic railroad grade and sections of the river walk trail.

Due to the age of the timber trestles, maintenance requirements have been increasing each year. The Trolley trestles are inspected annually and repaired as necessary to maintain the safe operation of the Trolley. The inspection/repair schedule is based around the operation of the Trolley.

Last year, City staff utilized the informal Request for Quotes (RFQ) process and received two quotes for repair work identified in the annual

inspection. The lowest quote was 18,500.00. Due to funding issues, a contract was not executed at that time. After this year's inspection, additional work was identified and a supplemental quote was obtained from Tidewater Construction in the amount of \$11,100.00 for additional pile repair work resulting from storm damage this past storm season. The current proposed contract amount will therefore be \$29,600.00.

It is recommended that City Council authorize award of a construction contract to Tidewater Construction in the amount of \$29,600.00 for the Trolley Trestle Repair Project. Funding for this project will come from the Promote Astoria Fund.

MANAGERVAGENDA\AGENDA MEMO 3-18-13.DOC



CITY OF ASTORIA

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PROCLAMATION

WHEREAS, Colorectal Cancer is Oregon's second leading cause of cancer deaths; and

WHEREAS, Clatsop County has one of the highest mortality rates in the state from this disease; and

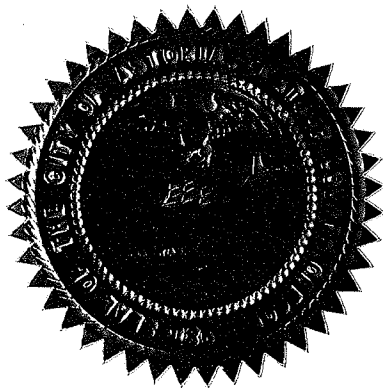
WHEREAS, the death rate from this disease could be decreased by up to 70% if the majority of people in the United States age 50 and older were screened regularly; and

WHEREAS, only 60% of Oregonians 50 and older have been screened.

NOW, THEREFORE, I, Willis L. Van Dusen, Mayor of Astoria, do hereby proclaim the month of March 2013 as

COLORECTAL CANCER AWARENESS MONTH

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 18th day of March, 2013.



Mayor



PROCLAMATION

WHEREAS: Astoria, Oregon is the oldest American settlement west of the Rocky Mountains, founded in 1811; and

WHEREAS: By 1911 Astoria had a working waterfront that included fishing, canneries, and lumber mills that contributed to the economic vibrancy of the city; and

WHEREAS: Workers in these industries included in large part immigrant laborers from China, India, and Finland; and

WHEREAS: The Hammond lumber mill in Alderbrook listed about 100 Punjabi Sikh Indians working alongside Finnish immigrants from 1910-1922; and

WHEREAS: The Punjabi Sikhs were inspired by the success of the American Revolution against Great Britain, and by Finland's struggle for independence from Russian occupation; and

WHEREAS: The Punjabi Sikhs met at the Finnish Socialist Hall in 1913 and formed the Ghadar (mutiny) Party; and

WHEREAS: Supporters of Ghadar, thousands of whom living in the United States and Canada, returned to India, and inspired their countrymen to fight for their independence from Great Britain, which was achieved in 1947; and

WHEREAS: The Ghadarites fought and died not only for the freedom of their home country, but also for the innate rights of the immigrant worker to lead a dignified and discrimination-free life; and

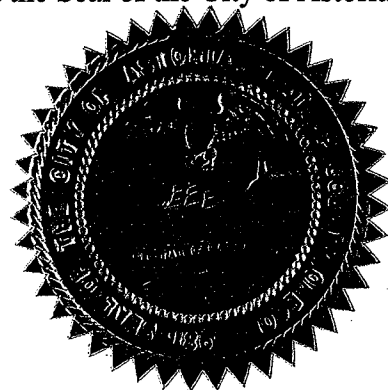
WHEREAS: 2013 is the 100-year anniversary of this historic meeting that recognizes the universal right of sovereign nations to independence and self-rule.

NOW, THEREFORE, I, Willis L. Van Dusen, Mayor of Astoria, do hereby proclaim 2013 as a celebration of the

CENTENARY OF THE FOUNDING OF THE GHADAR PARTY IN ASTORIA, OREGON

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this _____ day of March, 2013.

Mayor





CITY OF ASTORIA

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February 22, 2013

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ELIMINATE FUND 260 AQUATIC FACILITY DEBT SERVICE FUND

DISCUSSION/ANALYSIS

A "Fund" is a set of accounts that cities establish for the purpose of reporting the financial status of specific functions or purposes. In this instance, Fund 260 the Aquatic Facility Debt Service Fund (AFDSF) has been used to pay off the bonds that financed the Aquatic Facility. The last payment was made in November 2012.

ORS 294.353 allows Council to eliminate unnecessary funds by passing a resolution. The attached resolution describes the status of Fund 260 the AFDSF. The resolution indicates that the cash balance, currently \$559.96, should be transferred to the City's General Fund.

RECOMMENDATION

It is recommended that Council pass this resolution to eliminate Fund 260 the Aquatic Facility Debt Service Fund.

By: _____



Mark Carlson, CPA
Finance Director

Resolution No. 13-

A RESOLUTION ELIMINATING UNNECESSARY FUNDS.

WHEREAS, ORS 294.353 allows the City to eliminate an unnecessary fund and dispose of its remaining balance after enactment of an appropriate resolution, and;

WHEREAS Fund 260 the Aquatic Facility Debt Service Fund has accomplished its purpose to make principal and interest payments for the General Obligation Bonds Series 1996;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA:

Section 1. That Fund 260 the Aquatic Facility Debt Service Fund, be deleted from the roster of funds for the City of Astoria.

Section 2. That its cash balance, currently \$529.96, be transferred to the City's General Fund.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2013.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2013.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Commissioner LaMear
 Herzig
 Mellin
 Warr

Mayor Van Dusen



February 21, 2013

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ELIMINATE FUND 182, CSO PHASE 3 11793

DISCUSSION/ANALYSIS

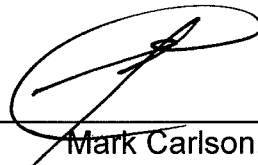
A "Fund" is a set of accounts that cities establish for the purpose of reporting the financial status of specific functions or purposes. In this instance, Fund 182, CSO Phase 3 11793, was established to account for the receipt and disbursement of loan proceeds received by the City for construction of the design and construction of the storage tank at Tapiola Field, as part of Phase 3 of the Denver Street storage project. The last transaction relating to this fund was accomplished during FYE June 30, 2012.

ORS 294.353 allows Council to eliminate unnecessary funds by passing a resolution. The attached resolution describes the status of Fund 182, CSO Phase 3 11793. The resolution indicates that the cash balance of \$2,430.09 should be transferred to Fund 270, CSO Debt Service Fund.

RECOMMENDATION

It is recommended that Council pass this resolution to eliminate Fund 182, CSO Phase 3 11793.

By: _____



Mark Carlson, CPA
Finance Director

Resolution No. 13-

A RESOLUTION ELIMINATING UNNECESSARY FUNDS.

WHEREAS, ORS 294.353 allows the City to eliminate an unnecessary fund and dispose of its remaining balance after enactment of an appropriate resolution, and;

WHEREAS Fund 182, CSO Phase 3 11793, has accomplished its purpose to accept loan proceeds for the construction of Denver Street storage tank;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA:

Section 1. That Fund 182, CSO Phase 3 11793 Fund, be deleted from the roster of funds for the City of Astoria.

Section 2. That its cash balance of \$2,430.09 be transferred to Fund 270, the CSO Debt Service Fund.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2013.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2013.

Mayor

ATTEST:

City Manager

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



CITY OF ASTORIA

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February 21, 2013

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: ELIMINATE FUND 406 SENIOR CENTER ENDOWMENT FUND

DISCUSSION/ANALYSIS


A "Fund" is a set of accounts that cities establish for the purpose of reporting the financial status of specific functions or purposes. In this instance, Fund 406, the Senior Center Endowment Fund was established to receive gifts in support of the Senior Center. The Senior Center is now managed by Astoria Senior Center, Inc. (ASC), and gifts in support of the Center are made directly to that organization. The resources of this fund have been used for maintenance and repair and to acquire a grant to upgrade the entire facility.

ORS 294.353 allows Council to eliminate unnecessary funds by passing a resolution. The attached resolution describes the status of Fund 406 the Senior Center Endowment Fund. The resolution indicates that the cash balance, currently \$5,271.64, should be transferred to the City's General Fund to repay the General Fund for its expenditures relating to applying for the grant.

RECOMMENDATION

It is recommended that Council pass this resolution to eliminate Fund 406 the Senior Center Endowment Fund.

By: _____


Mark Carlson, CPA
Finance Director

Resolution No. 13-

A RESOLUTION ELIMINATING UNNECESSARY FUNDS.

WHEREAS, ORS 294.353 allows the City to eliminate an unnecessary fund and dispose of its remaining balance after enactment of an appropriate resolution, and;

WHEREAS Fund 406 the Senior Center Endowment Fund, has accomplished its purpose to accept resources in support of the Senior Center;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA:

Section 1. That Fund 406 the Senior Center Fund, be deleted from the roster of funds for the City of Astoria.

Section 2. That its cash balance, currently \$5,271.64, be transferred to the City's General Fund in repayment for expenditures relating to the Senior Center.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2013.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2013.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Commissioner LaMear
 Herzig
 Mellin
 Warr

Mayor Van Dusen



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

March 7, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: PAUL BENOIT, CITY MANAGER
SUBJECT: ASTORIA SENIOR CENTER GRANT CONTRACT

DISCUSSION/ANALYSIS

At its December 3, 2012 meeting, City Council authorized the submittal of a Community Development Block Grant (CDBG) to Business Oregon Infrastructure Finance Authority (IFA) for the renovation of the Astoria Senior Center. The CDBG would provide, if approved, \$1.5 million for major improvements including the installation of a kitchen and dining facility in the basement, an elevator, structural and roof repairs, asbestos removal, heating, electrical and plumbing improvements and other work. A preliminary design and cost estimate by Rickenbach Construction indicated that the renovation was feasible within the maximum grant amount.

The grant was submitted by the December 31, 2012 deadline and the City was informed on February 20, 2013 that the full \$1.5 million has been approved. Attached to this memorandum is the CDBG grant contract. It has been reviewed and approved as to form by City Attorney Blair Henningsgaard. If accepted, construction could begin in September or October of 2013 and be completed in the spring of 2014. The Astoria Senior Center has committed \$20,000 in matching funds for the project, and is in the process of seeking funding for items not eligible under the grant such as kitchen equipment and dining furniture. Loaves and Fishes, which currently operates the senior meal program in the basement of Peace Lutheran Church, would move their operation to the basement of the Senior Center upon completion.

If the City Council accepts the contract, work can begin on environmental and historic review, selection of an architecture firm, and contracting with a grant administrator, who would ensure that all State and Federal labor standards are addressed. All of these activities are funded by the grant.


RECOMMENDATION

It is recommended that the City Council approve the grant contract with IFA for renovation of the Senior Center.

Submitted By: _____


Brett Estes
Community Development Director/
Assistant City Manager

Prepared By: _____


Mike Morgan, Special Projects

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT CONTRACT

“Astoria Senior Center Revitalization”

This Contract, number C12022, dated as of the Effective Date (as defined below), is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department (“State”), and the City of Astoria, OR (“Recipient”).

The parties agree as follows:

1. Contract. This Contract shall include the following, which are by this reference incorporated herein and which, in the event of inconsistency between any of the terms, are to be interpreted in the following order of precedence:
 - A. this Contract without any Exhibits;
 - B. Special Conditions of Award, attached as Exhibit A;
 - C. Recipient’s Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying, attached as Exhibit B and Exhibit C, respectively;
 - D. A description of the project approved by the State (the “Project”), attached as Exhibit E; and
 - E. Approved Project budget showing breakdown of sources of funds, attached as Exhibit D, which supersedes any prior drafts of the Project budget, including, but not limited to, the Project budget that is in Recipient’s revised application dated January 22, 2013 (“Application”).
2. Grant. In reliance upon Recipient’s Application and Certification of Compliance with State and Federal Laws and Regulations and Certification Regarding Lobbying as described in Exhibit B and Exhibit C, respectively, and subject to the terms and conditions of this Contract, State agrees to provide Recipient funds in the amount of **\$1,500,000**, the use of which shall be expressly limited to the Project and the activities described in Exhibit E. The use of these funds shall also be subject to the approved Project budget in Exhibit D and the Special Conditions of Award in Exhibit A.

Subject to the terms and conditions of this Contract, including but not limited to, the authorization described in Section 3 below, State shall disburse the grant funds to Recipient on an expense reimbursement basis after State’s receipt and approval of disbursement requests from Recipient, each on a disbursement request form provided by State.
3. Further Authorization. In addition to the requirement in Section 2 for Recipient to obtain the State’s approval on a request form provided by the State, the obligation or expenditure of funds by Recipient for the approved activities described in this Contract is prohibited without the further express written authorization of State, except that such funds may be obligated or expended by Recipient for activities that are exempt as specified in 24 C.F.R. §58.34 (2003), provided that each exempt activity or project meets the conditions specified for such exemption under the cited section.
4. Effective Date; Project Completion Date.
 - A. This Contract shall become effective on the date (“Effective Date”) this Contract is fully executed and approved as required by applicable law. The approved grant activities must be completed within 36 months from the Effective Date (“Project Completion Date”).

- B. By the Project Completion Date, all Project activities must be completed (except for the submission of the Project completion report on a form provided by State), and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted. Unless exempt by OMB Circular A-133, the audit for the final fiscal year of the Project shall be submitted to the Oregon Business Development Department as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Date.
5. Recipient's Covenants - Compliance with Laws.

A. Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided under this Contract, including but not limited to the following:

- (1) Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the "Act") and with all related applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
- (2) Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304 (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
- (3) Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). Recipient shall cause or require the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000 for Section 3 covered construction projects receiving more than \$200,000 under this Contract.
- (4) Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970, 42 U.S.C. §§4601-4655 (2005), and the regulations promulgated pursuant thereto, 49 C.F.R. §§24.1-24.603 (2005);
- (5) Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141 to 3144, 3146 and 3147 (2002); 42 U.S.C. §5310 (1994) (applicable to the rehabilitation of residential property by laborers and mechanics in the performance of construction work only if such property contains not less than eight (8) units); and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§327-333 (1994), and all regulations promulgated pursuant thereto and all other applicable federal laws and regulations pertaining to labor standards.
- (6) ORS 279C.815 that in certain cases requires the higher of either the state prevailing wage rates or federal Davis-Bacon Act rates be paid to workers on projects in Oregon. Recipient will obtain applicable rates to be paid to workers and other requirements of ORS 279C.815 from the Oregon Bureau of Labor and Industries.
- (7) Hatch Act, 5 U.S.C. §§7321-7326 (1994) (limiting the political activity of some employees).

- (8) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). Recipient will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to Recipient, this assurance shall obligate Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
- (9) Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996)
- (10) Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
- (11) Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
- (12) Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
- (13) Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
- (14) Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).
- (15) Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).
- (16) Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
- (17) ORS §§294.305-294.565 (1997) and other applicable state laws for county and municipal administration.
- (18) Special program and grant administration requirements imposed by State related to the acceptance and use of funds provided under this Contract (which requirements have been approved in accordance with the procedures set forth in the Grant Management Handbook, and State's 2012 Program Guidelines (Method of Distribution), which includes requirements regarding "Outcome Performance Measurement Reporting" by Recipient.
- (19) Economic benefit data requested by State from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Date. Upon such request by State, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.

- B. When procuring property or services to be paid for in whole or in part with Community Development Block Grant ("CDBG") funds, Recipient shall comply with the Oregon Public Contracting Code, Chapter 137 (Divisions 046, 047, 048 and 049) of the Oregon Administrative Rules, and ORS Chapter 244, as applicable.

The State of Oregon model rules for public bidding and contracting shall govern procurements under this Contract if Recipient or its public contract review board does not adopt those, or similar, rules. If Recipient or its public contract review board has adopted similar rules, those rules shall apply.

All employers that employ subject workers 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 insure that each of its subcontractors comply with these requirements.

6. Other Covenants of Recipient.

- A. The activities undertaken in this grant must meet one of three national objectives established by the U.S. Congress. Recipient covenants the activities it will undertake with the grant will meet the following national objective (check one):

(1) Activities primarily benefitting low- and moderate-income persons; (24 C.F.R. 570.483(b))

(2) Activities which aid in the prevention or elimination of slums and blight; (24 C.F.R. 570.483(c))

(3) Activities designed to meet community development needs having a particular urgency; (24 C.F.R. 570.483(d))

- B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to CDBG activities assisted by the grant made pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have, shall have any interest, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, for themselves or those with whom they have family or business ties, during his or her tenure or for one year thereafter.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations.

Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions the certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.

- D. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.
- E. Recipient shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAFR)." In addition, Recipient shall maintain any other records pertinent to this Contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program. Recipient acknowledges and agrees that the State and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds and necessary to facilitate such reviews and audits in order to perform examinations and audits and make excerpts and transcripts. Audits shall be conducted annually in accordance with the Single Audit Act of 1984, 31 U.S.C. §§7501-7507 (1994) *as amended by* Pub. L. 104-156, §§1-3, 110 Stat. 1397 (1996) and the regulations promulgated pursuant thereto, 24 C.F.R. §§44.1-44.18 (1997), and the Office of Management and Budget ("OMB") Circular A-133, 24 C.F.R. §§45.1-45.5 (1997). Recipient shall retain and keep accessible all such books, accounts, records, reports, files, and other papers, or property for a minimum of three (3) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

Recipient shall provide citizens with reasonable access to records regarding the past use of CDBG funds consistent with state and local requirements concerning the privacy of personal records.

- F. The grant made pursuant hereto shall be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.
- G. Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
- (1) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under the Act; or
 - (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Recipient certifies to HUD that it lacks sufficient CDBG funds to comply with the requirements of (1).

- H. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994) (“NEPA”), and such other provisions of law that the applicable regulations specify that would otherwise apply to HUD federal projects, in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipients will perform reviews in accordance with 24 C.F.R. §58 (2003) and the other federal authorities listed at 24 C.F.R. §§58.5 (2003).
- I. All non-exempt Project activities must be reviewed for compliance with 36 C.F.R. §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
- J. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- K. Recipient shall execute, and cause all its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient, the certification set forth in Exhibit C hereof.
- L. No lead-based paint will be used in residential units.
- M. Recipient shall provide to the State documentation of Recipient’s efforts and results in meeting the performance measures contained in the State’s 2012 Program Guidelines (Method of Distribution). Recipient’s accomplishment of such performance measures or its failure to do so will be considered by the State when awarding future grants.
7. Determination. State has made the determination that Recipient is a subrecipient, in accordance with OMB Circular A-133 and Section .102 of Oregon Accounting Manual 30.40.00.P0 (effective April 2, 2007). Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.
8. Termination.
- A. State reserves the right to terminate this Contract immediately upon notice to Recipient:
- (1) if Recipient fails to perform or breaches any of the terms of this Contract; or
 - (2) if Recipient is unable to commence the Project within four (4) months following the Effective Date of this Contract; or
 - (3) if State, the Oregon Business Development Department or the Oregon Community Development Block Grant Program fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to carry out the terms of this Contract; or
 - (4) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Contract or payments to be made hereunder are prohibited.

B. State may impose sanctions on Recipient for failure to comply with provisions of this Contract or OAR Chapter 123, Division 80. When sanctions are deemed necessary, State may withhold unallocated funds, require return of unexpended funds, require repayment of expended funds, or cancel the Contract and recover all funds released prior to the date of notice of cancellation.

9. Miscellaneous.

A. State's obligations are subject to receiving no later than **May 3, 2013**, this Contract duly executed by an authorized officer of Recipient, and such other certificates, documents, opinions and information as the State may reasonably require.

B. State and Recipient are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

C. Except as otherwise expressly provided in this Contract, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, certified or registered mail, postage prepaid, to State or Recipient at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 9.C. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against State, such facsimile transmission must be confirmed by telephone notice to the Oregon Business Development Department at 503-986-0123. Any notice by personal delivery shall be deemed to be given when actually delivered.

D. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

E. This Contract and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties and all necessary state approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Contract shall not constitute a waiver by State of that or any other provision.

Recipient, by the signature below of its authorized representative, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON

acting by and through the
Oregon Infrastructure Finance Authority
of the Business Development Department

775 Summer Street NE, Suite 200
Salem, OR 97301-1280
Phone 503-986-0123



CITY OF ASTORIA

1095 Duane Street
Astoria, OR 97103
Phone 503-325-5824

By: _____
James P. Ruef, Manager
Program Services Division

By: _____
The Honorable Willis L. Van Dusen
Mayor of Astoria

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/Lynn T. Nagasako as per email dated 1 March 2013

Lynn T. Nagasako, Sr. Assistant Attorney General

Exhibit A: Special Conditions of Award
Exhibit B: Certification of Compliance
Exhibit C: Certification Regarding Lobbying
Exhibit D: Project Budget
Exhibit E: Project Description

Approved as to form

Digitally signed by Blair
Henningsgaard
DN: cn=Blair Henningsgaard, o,
ou, email=blair@astorialaw.net,
c=US
Date: 2013.03.07 11:11:34
-08'00'

**SPECIAL CONDITIONS OF AWARD
COMMUNITY FACILITY GRANT**

Special conditions for CDBG grant are set forth below, applicable as determined by the nature of the Project.

1. All matching funds must be secured in writing within four (4) months following the Effective Date of this Contract or the Contract may be terminated. In any case, State will not disburse CDBG funds until Recipient provides State with evidence that all Project matching funds have been received by Recipient.
2. All Project-related contracts must be received by State ten (10) days before they are signed. This includes all Project-related contracts between Recipient and any person or entity who will be administering the grant or performing services under a personal services contract. All Project-related bid documents must be received by State at least ten (10) days before they are advertised.
3. Where the approved Project budget includes local funds and CDBG funds for a specific line item activity, those local funds must be expended before Recipient can request CDBG funds for the activity, unless otherwise authorized by State.
4. Any local funds remaining in an approved non-construction budget line item when that line item activity is completed shall be transferred to the construction line item and shall be expended in accordance with paragraph 3 hereof.
5. Prior to the approval of the first drawdown of grant funds for this Project, Recipient shall provide the following to State:
 - a. Copy of an adopted Fair Housing resolution and evidence that this resolution has been published within six (6) months prior to the grant drawdown.
 - b. Copy of a completed self-evaluation checklist required by Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994) or the Americans with Disabilities Act of 1990, 42 U.S.C. §§12111-12213 (1994).
 - c. A detailed grant administration plan, which must receive State's approval.
6. Prior to approval of the first drawdown of grant funds for a construction line item of this Project, Recipient shall provide the following to State:
 - a. Evidence that all contractors have been informed of the applicable labor standards requirements for this Project. If the Project has a general contractor, notes or minutes of the preconstruction conference or meeting signed by the general contractor will be required. If Recipient is acting as general contractor and no preconstruction conference is held, Recipient shall submit a preconstruction checklist signed by each specialty contractor.
 - b. Notice of the Start of Construction which includes the Project name and location, date of bid opening, date of award, name of general contractor, and the number of the applicable federal Davis-Bacon wage decision included in the construction contract. If there is no general contractor, a notice shall be completed for each specialty contract.
 - c. Copies of the required certified payroll reports from the general contractor and subcontractors whose work is covered by the disbursement request on a form provided by State.

7. Recipients that have received more than one CDBG grant per program year or those with more than one open grant must undertake at least one activity, in addition to adopting and publishing a Fair Housing resolution, to promote fair housing opportunities in its community.
8. a. Change of Use Requirements.

The following condition shall be in effect until five (5) years following the date of issuance by State of a Certificate of Completion for this Project:

- (1) The real property or facility acquired or improved in whole or in part under this Contract shall be operated and maintained for the purposes described in Exhibit E or for other purposes which meet one of the national objectives of the Community Development Block Grant Program and which are eligible under Section 105 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5305 (1994).
 - (2) Any change in use of the facility or disposition of property acquired or improved with CDBG funds must be made in accordance with the standards provided in 24 C.F.R. 570.489(j) (1997).
 - (3) In the case where Recipient is not and will not be the owner of the real property or facility being improved with grant funds hereunder, Recipient is responsible for ensuring that the owner of the real property or facility complies with 9.a.(1) and (2) above. As a condition of using grant funds under this Contract to improve any such real property or facility, Recipient shall cause the owner of such real property or facility to duly execute and record a trust deed against such real property or facility in favor of Recipient, which trust deed shall be in form and substance satisfactory to State.
- b. The following language must be included in any contract which transfers the property from Recipient to another party:

“It is understood and agreed that this conveyance is made and accepted, and the property is transferred, on and subject to the covenant, condition, restriction, and reservation that the property must continue to be used for [INSERT THE APPROVED USE OF THE PROPERTY] or for another eligible use under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §§5301-5321 (1994).

This covenant, condition, restriction, and reservation shall apply to and run with the conveyed property. If the property is not used for the above purposes, then all the right, title, and interest in and to the described property and to the improvements on such property, shall revert to and revest in [Recipient NAME] or its successors and assigns, as fully and completely as if this instrument had not been executed.

No reversion shall render invalid or operate in any way against the lien of any mortgage or deed of trust given with respect to the conveyed property in good faith, and for value; and on any such reversion [Recipient NAME] shall take title to the conveyed property subject to any such mortgage or deed of trust. Provided, however, that should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of the conveyed property, shall be subject to and bound by all the restrictions contained in this instrument; and further provided, that [Recipient NAME] may enforce any covenant, condition, and restriction by any other appropriate action at its sole option.”

- c. The following language must be included in any deed that transfers the property from Recipient to another party:

“This deed is subject to all covenants, restrictions, and agreements of record that are made a part of this deed by reference, including the [INSERT NAME OF DOCUMENT OF SALE OR TRANSFER] which by this reference is incorporated herein, as though such covenants, restrictions, and agreements were fully set forth in this deed. Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereby and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions, conditions, and covenants set forth in this instrument.”

9. Recipient shall obtain as-built drawings for buildings that will be available for use by the public.
10. Recipient shall collect and maintain documentation satisfactory to State that the community facility meets the national objective of principal benefit to low- and moderate-income persons. Such documentation shall be:
- a. Evidence that shows that the primary use of the facility is by persons who are presumed under HUD regulations for the Community Development Block Grant Program to be principally low and moderate income (e.g., elderly or handicapped persons, abused children, battered spouses, homeless persons, illiterate persons or migrant farm workers), or
 - b. Data showing the size and annual income of the immediate family of each person benefitting from the facility so that it is evident that at least 51 percent of the clientele are low and moderate income, or
 - c. Income eligibility requirements which limit the benefits of the facility exclusively to low- and moderate-income persons, or
 - d. Evidence that the benefits of the facility are available to ALL the residents in a particular area and that at least 51 percent of those residents are low and moderate income.

**RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to State from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. it has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act;
2. it possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project;
3. its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein;
4. the person identified as the official representative of Recipient in the application and the Contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf;
5. the Contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents; and
6. the Contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with their terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

1. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
2. provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;

3. furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
4. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;
5. provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
6. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
7. provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to State or as to grants already made substantial changes from Recipient's application to State to activities; and
8. provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient represents, warrants and certifies that:

1. it has complied with its obligations as described in Section 6.F of this Contract; and
2. it is following the State of Oregon Residential Antidisplacement and Relocation Assistance Plan unless it adopts and makes public its own plan which complies with 24 C.F.R. 42.325 (1997). Recipient also certifies that it will minimize the displacement of persons as a result of activities assisted with Oregon CDBG funds.

Recipient further represents, warrants and certifies that:

1. the grant will be conducted and administered in conformity with the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and the Fair Housing Act, and Recipient will affirmatively further fair housing.
2. [Reserved]

Recipient further represents, warrants and certifies that:

1. it has carried out its responsibilities as described in Section 6.H of the Contract;
2. the officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
3. such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (2003); and
4. such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

Signed

Title

Date

CERTIFICATION REGARDING LOBBYING
(CDBG Awards exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed _____

Title _____

Date _____

PROJECT DESCRIPTION

Recipient shall, with the assistance of a licensed architect or engineer, remodel the existing Astoria Senior Center located at 1111 Exchange Street, Astoria for continued use as a senior center. The remodel will include the installation of a new kitchen and dining facility; installation of an elevator; ADA improvements; plumbing, heating and electrical work; installation of a new roof and energy efficient windows; new wall and floor coverings; and exterior painting.



March 6, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  PAUL BENOIT, CITY MANAGER

SUBJECT: **AUTHORIZATION TO SOLICIT BIDS - UPPER RIDGE BLOWDOWN TIMBER SALE**

DISCUSSION/ANALYSIS


During the summer of 2012, The Campbell Group clear cut a large area adjacent to the City's watershed property. The City watershed boundaries follow ridgelines and the wind events of this winter caused significant blowdown adjacent to the recent Campbell Group harvests. A majority of the down trees are hemlock which decay rapidly and will decrease in value if not removed this summer. The downed timber will create heavy fuel loading that will increase the danger of a fire event in the watershed if not removed.


The trees will be removed to a point beneath the ridgelines to minimize a similar occurrence in future winters. The timber will be removed utilizing Campbell Group road systems which will minimize any impact on water quality. The area harvested will be replanted in accordance with state statutes.

It is anticipated that approximately 450,000 board feet will be removed. The net value to the City after reforestation costs is estimated to be approximately \$120,000.00

RECOMMENDATION

It is recommended that Council approve the solicitation of bids for Upper Ridge Blowdown Timber Sale. Bids received will be brought to Council for consideration.

Submitted By 
Ken P. Cook, Public Works Director

Prepared By 
Mike Barnes, Forrester



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

March 7, 2013

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: *MB* FOR PAUL BENOIT, CITY MANAGER
SUBJECT: **TROLLEY TRESTLE REPAIR PROJECT**

DISCUSSION/ANALYSIS

The City of Astoria has approximately 4.7 miles of rail line traversing the south shore of the Columbia River from the Port of Astoria to Tongue Point. The line currently in use is a portion of rail line that was once owned and maintained by the Burlington Northern railroad. The line includes 8 timber trestles that support the historic railroad grade and sections of the river walk trail.


The rail line is currently utilized by the Astoria Trolley. The Trolley route starts at the Trolley Barn at the Port of Astoria and runs east to the trolley stop just west of 39th Street. The Trolley runs approximately 10 months out of the year with a maintenance shut down typically starting in January and running through mid-March when spring break activities begin.


Due to the age of the timber trestles, maintenance requirements have been increasing each year. Fortunately, the structures were designed to carry freight trains that are considerably heavier than the Trolley that currently uses the line. Each year the Trolley trestles are inspected and repaired as necessary to maintain the safe operation of the Trolley. After the annual inspection is complete and the inspector has provided recommended repairs, staff solicits bids for the repair work. The inspection/repair schedule is based around the operation of the Trolley.

Last year, City staff utilized the informal Request for Quotes (RFQ) process and received two quotes for repair work identified in the annual trolley trestle inspection work. The quotes were \$18,500.00 from Tidewater Construction and \$24,420.00 from Bergerson Construction. A contract was not executed at that time for the work due to funding issues. After this year's inspection, additional work was identified and a supplemental quote was obtained from Tidewater Construction in the amount of \$11,100.00 for additional pile repair work resulting from storm damage this past storm season. The current proposed contract amount will therefore be \$29,600.00.

RECOMMENDATION

It is recommended that City Council authorize award of a construction contract to Tidewater Construction in the amount of \$29,600.00 for the Trolley Trestle Repair Project. Funding for this project will come from the Promote Astoria Fund.

Submitted By 
Ken Cook, Public Works Director

Prepared By JEFF HARRINGTON 
Jeff Harrington, City Engineer

60.01.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between Tidewater Construction, 432101 Penttila Lane, Astoria, OR 97103 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:

TROLLEY TRESTLE 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 30calendar 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 \$29,600.00. 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

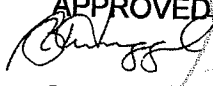
As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR's** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

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: 2013.02.07 11:06:02 -08'00'

City Attorney

CITY OF ASTORIA, a municipal of the
State of Oregon

BY: _____
Mayor Date

ATTEST:

City Manager Date



Contractor 3/8/13
Date



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

**TROLLEY TRESTLE REPAIR PROJECT
SUPPLEMENTAL REQUEST FOR QUOTES**
Additional work based on updated 2013 inspection
March 11, 2013

General:

The Astoria Riverfront Trolley operates on the main track of the Astoria District between railroad milepost (MP) 98.9 (39th Street) and MP 101.8 (Port of Astoria). The city is also responsible for maintenance of the 4 trestles east of 39th (MP) 97.3 (Lagoon's and) (MP) 98.4 (42nd ST) The City of Astoria is soliciting quotes for railroad trestle repair work on 4 trestles; MP 97.3, MP 100.4, MP 100.9, and MP 101.1. This work will be combined with work previously quoted in May 2012.

Scope:

The repairs consist of replacing/re-splicing piles at several locations, as identified below. The contractor shall supply the bridge material as well as personnel to perform the repairs as per current Federal, State, and other regulations. All workmanship and materials shall conform to the most current AREMA standards and railroad standards for the project. The majority of the work will need to be performed during low tide periods in order to alleviate the need for a boat or work barge. The repair project will be coordinated by City of Astoria staff who will contact Andy Cyrus (author of recommendations) as necessary. A copy of the City of Astoria construction contract is attached. This contract will be executed between the City of Astoria and the selected Contractor.

Location of repairs:

The Astoria Riverfront Trolley bridges are numbered railroad mileposts West to East (Portland to Astoria). Bents are numbered consecutively beginning at the east end of the bridges, piling and stringers are numbered left to right when looking to the West. The east end of bridge MP 100.4 is at 11th Street in Astoria. A vicinity map of the trestle locations is attached in Figure 1. A copy of the February 2013 inspection report is also attached to this RFQ for reference.

Repair List:

Bridge MP 97.3

Replace pile 5 on Bent 3 (missing).

Bridge MP 100.4

Splice Pile 4 Bent 11 (Locations marked with florescent orange paint)

Splice Pile 5 Bent 58 (Locations marked with florescent orange paint.)

Splice Pile 5 Bent 60 (Locations marked with florescent orange paint.)

Bridge MP 100.9

Bent 15 – Splice Pile 5 (Locations marked with florescent orange paint)

Bent 46 – Splice Pile 5 (Locations marked with florescent orange paint)

Material:

Pile replacement and repair shall consist of cutting off the defective piling where it is free of defect and splicing on a new pile section. Pile to cap shims shall be utilized to fill any voids left between the new pile

and existing pile cap. The shims shall consist of steel plates 14" x 14" x the required thickness. All shims shall fit tight and fill the entire void between cap and pile. All plates shall be notched to allow for insertion over the cap to pile connection pin and drilled in all 4 corners for securing the plates to the cap with not less than (4), 16d nails. In the event under height material is used, shims will be placed between the cap and stringer to provide proper fit. All shims used for this purpose will be treated wood shims and will be secured to the caps with nails. An alternative method of repairs at the cap to pile connections would be to use Osmose Wood Preserving product, Osmoweld.

New pilings shall be new or acceptable second hand material of the proper dimension and quality. Pile material shall be treated with an approved wood preservative. All work to be done with rails and walkway left in place.

Please review the attached sample City contract. The City will execute this contract with the selected Contractor.

Contact: City of Astoria
Attn: Steven Ruggles
Engineering Tech
1095 Duane Street
Astoria, OR 97103
Office: 503-338-5173

Quotes must be submitted no later than 2:00 PM on March 11, 2013. The City will consider qualification, price and completion date in awarding work. The riverfront trolley has started weekend operation; therefore work on the pilings must be performed Monday thru Thursday and completed within 30 days.

Lump Sum Quote for Additional Work: \$ 11,100.00 Work can be completed by 4/19, 2013

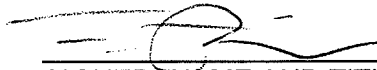
Lump sum Quote for Original Work: \$ 18,500.00

Lump Sum Revised Quote (Total): \$ 29,600.00

Quote Due:

3/7/13
DATE SIGNED

Tidewater Construction
OFFEROR

 Tim Bertsch Manager
SIGNED (NAME AND TITLE)

43201 Penttila Ln A
MAILING ADDRESS

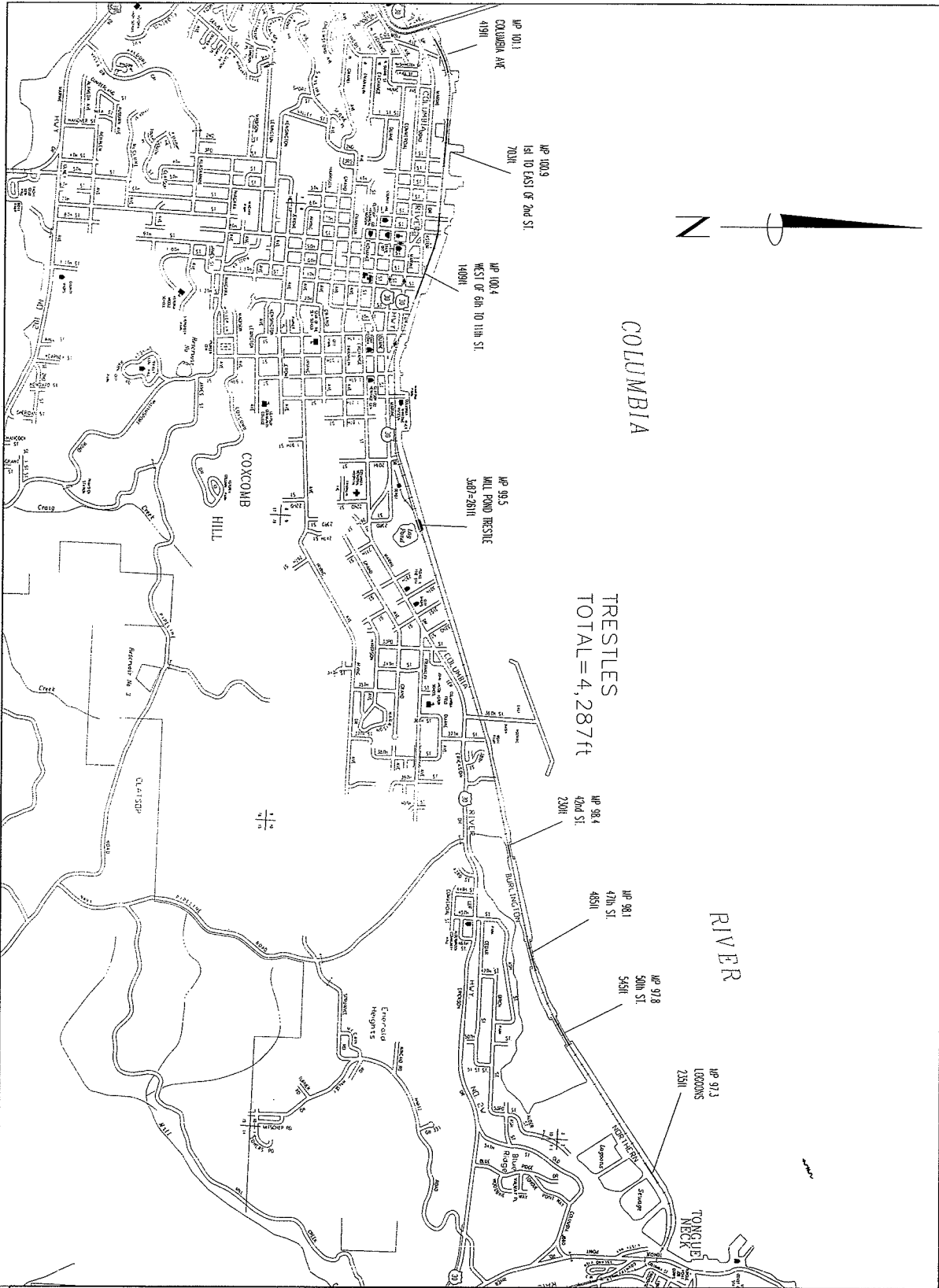
Astoria OR 97103
CITY, STATE, AND ZIP CODE

PHONE NUMBER: 503 741 6383

CORPORATION: _____ YES NO

IF NO, TAX ID NUMBER OR SOCIAL SECURITY NUMBER: 26-0085494

CONTRACTOR BOARD NO. 160050



TRESTLE LOCATION

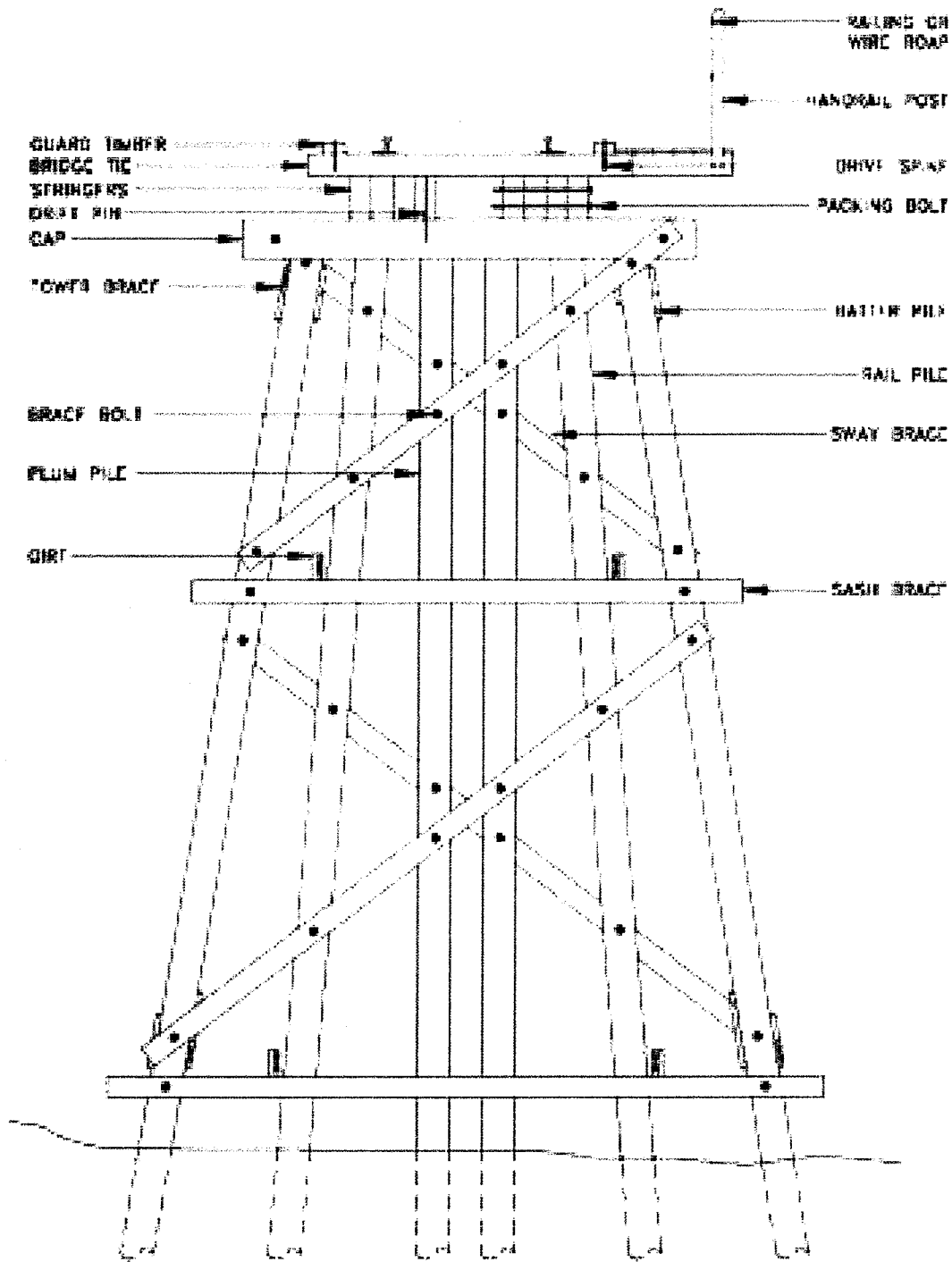
VICINITY MAP

figure 1

NO.	Reason/Issue	Date

CITY OF ASTORIA
1055 DUANE ST.
ASTORIA OREGON 97103
PHONE: (503) 338-5173
FAX: (503) 338-6558

Project	Trestle 8888	Sheet	1
Date	3-7-11		
Scale	NIS		



TYPICAL PILE BENT



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

RECEIVED
MAY 18 2012
BY: 12:17 pm

TROLLEY TRESTLE REPAIR PROJECT
REQUEST FOR QUOTES
May 4, 2012

General:

The Astoria Riverfront Trolley operates on the main track of the Astoria District between railroad milepost (MP) 98.9 (39th Street) and MP 101.8 (Port of Astoria). No work will be completed on trestles east of railroad MP 98.9 at this time. The City of Astoria is soliciting quotes for railroad trestle repair work on 3 trestles on this line segment; MP 100.4, MP 100.9, and MP 101.1.

Scope:

The repairs consist of replacing/re-splicing piles at several locations, as identified below. The contractor shall supply the bridge material as well as personnel to perform the repairs as per current Federal, State, and other regulations. All workmanship and materials shall conform to the most current AREMA standards and railroad standards for the project. The majority of the work will need to be performed during low tide periods in order to alleviate the need for a boat or work barge. The repair project will be coordinated by City of Astoria staff who will contact Andy Cyrus (author of recommendations) as necessary. A copy of the City of Astoria construction contract is attached. This contract will be executed between the City of Astoria and the selected Contractor.

Location of repairs:

The Astoria Riverfront Trolley bridges are numbered railroad mileposts West to East (Portland to Astoria). Bents are numbered consecutively beginning at the east end of the bridges, piling and stringers are numbered left to right when looking to the West. The east end of bridge MP 100.4 is at 11th Street in Astoria. A vicinity map of the trestle locations is attached in Figure 1. A copy of the February 2012 inspection report is also attached to this RFQ for reference.

Repair List:

Bridge MP 100.4

Bent 08 – Splice Pile 1 (Locations marked with florescent orange paint)

Bent 10 – Splice Pile 3 (Locations marked with florescent orange paint)

Splice Pile 4 west of 8th Street (Locations marked with florescent orange paint)

Splice Pile 5 east of 6th Street. (Locations are marked with florescent orange paint.)

Bridge MP 100.9

Bent 10 – Splice Pile 2 (near Stephanie's Cabin Restaurant)

Bent 47 – Splice Pile 3 (Locations marked with florescent orange paint)

Bent 48 – Splice Pile 4 (Locations marked with florescent orange paint)

Bridge MP 101.1

Splice piles 3&5 near Holiday Inn Express (Locations marked with florescent orange paint)

Bent 32 – Splice Pile 5 on Holiday Inn Express end (Locations marked with florescent orange paint)

Material:

Pile replacement and repair shall consist of cutting off the defective piling where it is free of defect and splicing on a new pile section. Pile to cap shims shall be utilized to fill any voids left between the new pile

and existing pile cap. The shims shall consist of steel plates 14" x 14" x the required thickness. All shims shall fit tight and fill the entire void between cap and pile. All plates shall be notched to allow for insertion over the cap to pile connection pin and drilled in all 4 corners for securing the plates to the cap with not less than (4), 16d nails. In the event under height material is used, shims will be placed between the cap and stringer to provide proper fit. All shims used for this purpose will be treated wood shims and will be secured to the caps with nails. An alternative method of repairs at the cap to pile connections would be to use Osmose Wood Preserving product, Osmoweld.

New pilings shall be new or acceptable second hand material of the proper dimension and quality. Pile material shall be treated with an approved wood preservative. All work to be done with rails and walkway left in place.

Please review the attached sample City contract. The City will execute this contract with the selected Contractor.

Contact: City of Astoria
Attn: Steven Ruggles
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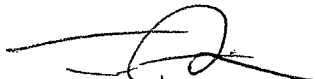
Quotes must be submitted no later than 2:00 PM on May 18, 2012. The City will consider qualification, price and completion date in awarding work. The riverfront trolley has started weekend operation; therefore work on the pilings must be performed Monday thru Thursday and completed within 30 days.

Lump Sum Quote: \$ 18,500 Work can be completed by 6/20, 2012

Quote Due:

5/18
DATE SIGNED

Tidewater Construction
OFFEROR

 Tim Peitsch - Foreman
SIGNED (NAME AND TITLE)

43201 Penttala Ln
MAILING ADDRESS

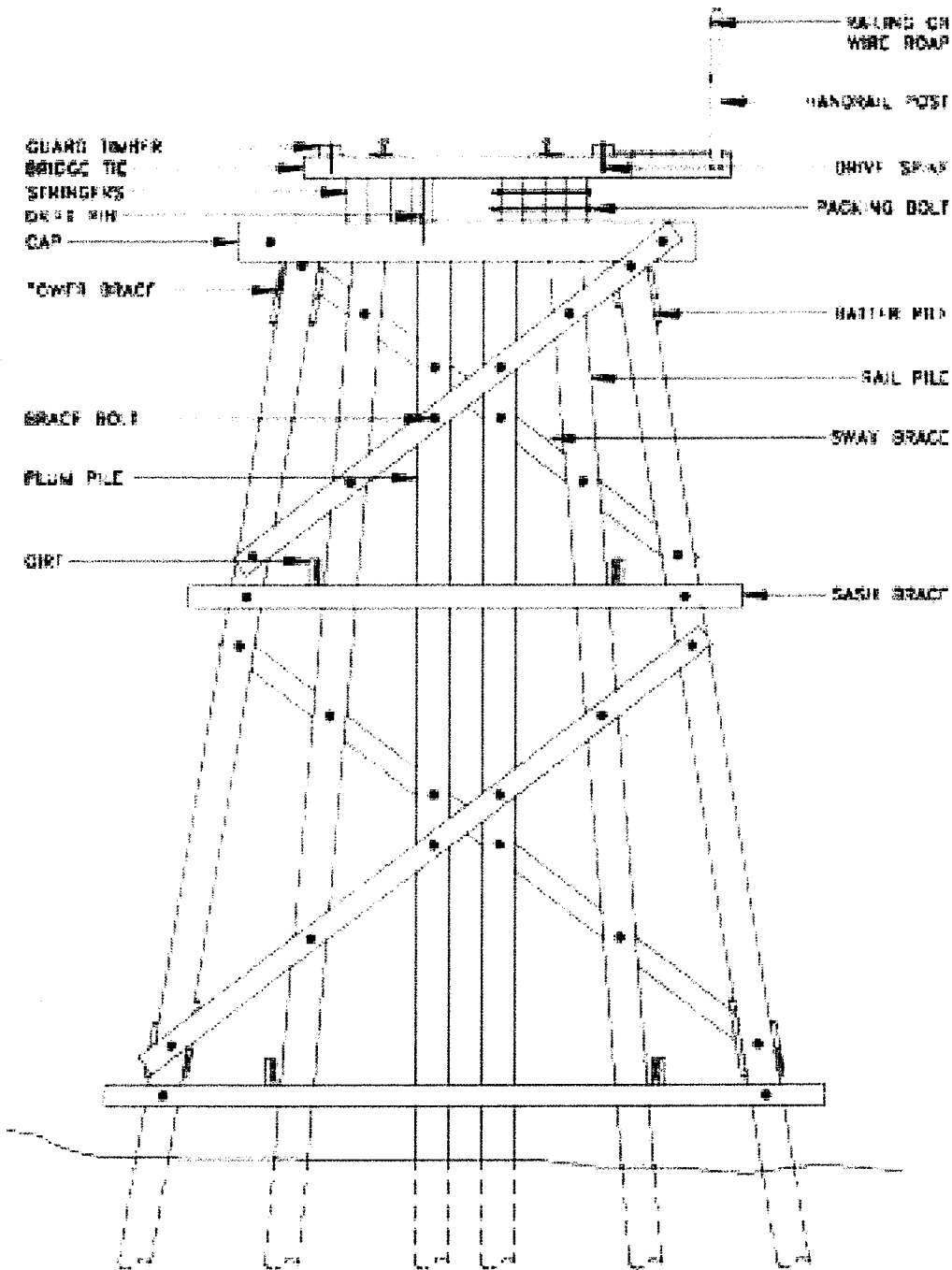
Astoria OR 97146
CITY, STATE, AND ZIP CODE

PHONE NUMBER: 503 741 6383

CORPORATION: YES NO

IF NO, TAX ID NUMBER OR SOCIAL SECURITY NUMBER: ~~844 90 5787~~ 26-0085491

CONTRACTOR BOARD NO. 160050



TYPICAL PILE BENT