

CITY OF PORTLAND, OREGON
BUREAU OF TRANSPORTATION
&
BUREAU OF ENVIRONMENTAL SERVICES



PUBLIC WORKS PERMIT

This is a permit to construct public improvements in accordance with plans and specifications (permit numbers noted below) approved by the City of Portland ("the City"), as provided by the provisions of the Charter, Codes and resolutions of the City pertaining to such work.

PBOT JOB NO TB0065	BES PERMIT NO N/A	PERMIT NAME Wildwood Trail at W Burnside
IMPROVEMENTS TO BE CONSTRUCTED Public Transportation Improvements (Pedestrian Trail and Footbridge Improvements)		

Applicant to fill in	
PERMITTEE Portland Parks Foundation	REPRESENTATIVE Jeff Anderson
MAILING ADDRESS 1500 SW 1st Avenue, Suite 760 Portland, OR 97210 97201	PHONE 503-445-0994
EMAIL ADDRESS janderson@portlandpf.org	

The Permittee agrees to the following conditions:

1. The Permittee shall complete the design of the public improvements to the City's written satisfaction within 12 months after the date of the Permittee's signature on this Permit.
2. The Permittee shall complete construction of all required public improvements within 12 months of the date of the City's signature on this Permit. The construction is considered complete when the Permittee has received written acceptance by the City ("Construction Completion").
3. The Permittee or the Permittee's contractor shall furnish an assurance of performance in the form of a performance bond, cash in lieu thereof, or other equivalent guarantee ("the Performance Guarantee") as approved by the City Attorney. The Performance Guarantee provided in conformance with City Code can be called on in the event that the Permittee fails to carry out all provisions of this Permit.
4. If installation of the required improvements is not completed within the time periods specified above, the City may utilize these funds to cause the work to be completed and recover its full cost and expense from the Performance Guarantee or if the Performance Guarantee is not sufficient additional funds will be required from the Permittee.

PERMIT TERMS

This permit ("Permit") includes the attached public works plans ("the Plans") as have been or may be approved by the City, the standard details, drawings, and construction specifications of the City; and any provisions of the Charter, Code, and Resolutions of the City relevant to the work performed hereunder ("the Work").

This Permit is hereby subject to the following conditions as determined to be applicable by the City:

- (A) The Permittee and Permittee's contractor agree to construct the project in accordance with the attached Plans, which are a part of this Permit, and with the Standard Construction Specifications of the City and under the direction and supervision of the City.
- (B) The Performance Guarantee will apply to all requirements of this Permit, whether or not it has been issued, and any violation of this Permit requiring correction.
- (C) The Permittee agrees to pay the City all applicable fees. The Permittee further agrees that if payment of any additional fees are not received within 60 days of notification by the City, the City Engineer may demand payment through the Performance Guarantee required as a condition of this Permit.

The Permittee also agrees to be liable for all costs, including attorney fees, incurred by City in exercising its rights under this section, and such costs if not promptly paid by the Permittee or Permittee's contractor shall be payable from the performance bond, cash in lieu thereof, or other equivalent surety. If the City resorts to the bond for payment of amounts provided for in this section, the surety is unconditionally obligated to pay the amount requested within ten days following the demand. The surety may obtain documentation of the City's charges, pursuant to the City's public records policy.

- (D) The Permittee and the Permittee's contractor shall perform the Work in such good, skillful, and substantial manner that no repairs of the improvements constructed under this permit ("the Improvements") will be necessary for a period of two years after Construction Completion ("the Warranty Period"). If, during the Warranty Period, any deficiencies identified by the City and attributable to any cause appear in the Improvements, or if any existing natural drainage course suffers degradation due to erosive stormwater runoff, the Permittee or the Permittee's contractor will repair such deficiencies at their own expense when so ordered by the City. Any project defects or stream degradation that appear or arise within the Warranty Period shall be prima facie evidence of defective material or workmanship. The City may extend the Warranty Period for any repairs, alterations, or rehabilitations that need to occur.
- (E) The Permittee or the Permittee's contractor shall furnish a bond, cash in lieu thereof, or other equivalent guarantee ("the Warranty Guarantee") as approved by the City Attorney in an amount equal to 20 percent of the Performance Guarantee after Construction Completion and all outstanding fees have been paid. The City may then release the Performance Guarantee and substitute the Warranty Guarantee for all requirements of this Permit applicable to the Warranty Period.
- (F) The Permittee or the Permittee's contractor shall maintain the Improvements, including facilities, mitigation measures, and their associated vegetative components, during the Warranty Period in accordance with the Operations and Maintenance Plan approved by BES, which is a part of this Permit. The Warranty Guarantee (or the Performance Guarantee, if no Warranty Guarantee was provided) will not be released until the City accepts the Improvements at the end of the Warranty Period ("Warranty Completion").
- (G) The Permittee or the Permittee's contractor will clean the Improvements in accordance with the Operations and Maintenance Plan at the end of the Warranty Period at the direction of the City

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before the Improvements will be accepted and before the Warranty Guarantee (or the Performance Guarantee, if no Warranty Guarantee was provided) may be released.

- (H) To the extent allowed under Oregon law, the Permittee and Permittee's contractor will fully indemnify, hold harmless, and defend the City and its officers, agents and employees from and against all claims, suits, actions, damages or losses of whatsoever nature, and all expenses and costs incidental to the investigations and defense thereof, including reasonable attorney fees, resulting from or arising out of the activities of the Permittee and the Permittee's contractor, subcontractors, and their officers, employees, and agents with respect to the Work or the Improvements.
- (I) Before this Permit may issue, the Permittee or the Permittee's contractor will furnish liability and property damage insurance as approved by the City Attorney in an amount required by the City.
- (J) The City may refuse to issue building permits or sewer connection permits until Construction Completion and all outstanding fees have been paid.
- (K) The Work will be located within existing public rights-of-way, public easements, or private property owned by the Permittee that will be dedicated as a public right-of-way or easement. All dedications by the Permittee must be performed before this Permit may issue and must contain standard terms and provisions acceptable to the City.
- (L) City personnel may enter upon the particular private property for the purpose of testing, inspection and surveying if required, during the course of design and construction of the public improvements.
- (M) City inspection personnel may reject or require correction of work that is not in accordance with the approved plans and standard specifications and would prevent future acceptance of the improvements.
- (N) The Permittee shall hold the City of Portland harmless against any liability that may occur during construction prior to dedication of the right of way or recording of the easement, and the Permittee assumes all risk of loss that may arise in the event the City or any other public agency subsequently requires changes in or additions to plans or refuses to approve all or any part of the Permittee's improvements.
- (O) The issuance of the Permit in no way waives any requirements by the City or any other public agency.
- (U) Oregon law requires the Permittee to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. The Permittee may obtain copies of these rules from the Center by calling (503) 232-1987. If the Permittee has any questions about the rules, the Permittee may contact the call Center. **The Permittee must notify utilities before commencing work through the Oregon Utility Notification Center at least 2 business days, but no more than 10 business days before commencing an excavation. Call 246-6699.**
- (V) The Permittee or Permittee's contractor agrees to notify the City as identified on the Plans and special specifications prior to commencement of work.

By signing below the Permittee accepts the terms and conditions stated above:

Portland Parks Foundation - Jeff Anderson, Exec. Dir.
Print Permittee Name / Company Name / Title

Jeff Anderson
Signature

3/28/2018
Date

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TO BE COMPLETED BY THE CITY

DESCRIPTION OF IMPROVEMENTS

**Public Transportation Improvements
(Pedestrian Trail and Footbridge Improvements)**

Date Permit issued _____

This Permit expires at 11:59 p.m. on _____

PBOT DIRECTOR approval:

PBOT Director or designee

Date

(Initial) _____ (Date) _____ Easement(s) acquired
(Initial) _____ (Date) _____ Grading Permit acquired

***Permit drawings and specifications for PBOT Job No TB0065 are accessible
via <https://ftp01.portlandoregon.gov/>**



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PERMIT OF ENTRY FOR PARK PROPERTY – PERMIT #2018-52

Recitals:

This Permit is granted by the City of Portland, by and through its bureau Portland Parks & Recreation (“PP&R” or “City” or “Owner”) pursuant to Portland City Code 20.08.070: Non-Park Use of Park Property.

Certain real property known as Washington Park (R316748), which is owned and managed by PP&R, and Pittock Acres Park, specifically R316675, which is owned by Metro and managed by PP&R (“Property”), are located in Multnomah County, Oregon.

Portland Parks Foundation and its Contractor R&H Construction, Co. (collectively, “Permittee”), desires access to Property to perform the Scope of Work as described in Section 4 of this permit.

PP&R and The Portland Parks Foundation have entered into a Grant Agreement (“Agreement”) for the purposes of implementing the development and construction of the pedestrian bridge facility connecting two segments of the Wildwood Trail over NW Burnside St. (the “Bridge Project” or the “Project”). This Non-Park Use Permit (NPUP 2018-52), (“Permit”), authorizes Permittee access to the Property to complete work as set forth in the Agreement and as described herein.

On March 4, 2019, PP&R issued an initial, limited term, Permit of Entry to the Permittee to access the Property to perform preliminary, pre-construction work in support of construction activities. The term of the Permit of Entry expires on March 15, 2019. On March 20, 2019, the Permit of Entry was extended through Monday, March 25, 2019. On March 25, 2019, an Amendment to the Permit of Entry was executed, authorizing site mobilization work and extending the term through the date of issuance of the Permit.

Agreed:

- 1. Grant of Permit of Entry.** Permittee is hereby granted a Permit to enter Property solely to access and use the Work Site for the purposes described in Section 4 of this Permit. The location of the work is illustrated on Attachment A1 & A2 (“Work Site”).
- 2. Term.** The term of this permit is approximately one year. Work under this Permit will not begin before March 31, 2019. Authorized uses shall not commence until Permittee receives a Notice to Proceed from PP&R’s Project Manager. The Permit will expire at midnight on March 31, 2020, unless otherwise agreed in writing. Permittee will notify the PP&R Project Manager when the work has been completed.



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Permittee has provided the PP&R NPUP Manager with a complete Preliminary Construction Schedule (Attachment B), including dates, times and duration of scheduled access. It is acknowledged that the specific construction task dates and durations will change during the course of construction. Permittee will provide the PP&R NPUP Manager with weekly, written construction updates and weekly meeting minutes, including updated Construction Schedules (in pdf format) for the duration of construction. However, to the extent Permittee desires to change the Substantial Completion dates below or the Final Completion date, Permittee will provide a written request to the PP&R Property and Business Development Manager, the approval of which will not be unreasonably withheld.

The Permittee has confirmed the following:

- The Substantial Completion date of the Bridge Structure indicated in the Preliminary Construction Schedule is August 27, 2019. "Substantial Completion of the Bridge Structure" is defined as the date upon which PBOT issues a letter confirming that the Project has been built in a manner consistent with the PBOT Public Works Permit process and performance of the Contract has reached a state that is less than full performance of all the work required by the Contract Documents, but is nonetheless sufficiently complete to permit occupancy or use of the Project for its intended purposes, and where the omissions and deviations from full performance are inadvertent and unintentional, do not impair the Project as a whole, and can be easily remedied. In addition, the Project site shall be free of all staging, equipment, site fencing, and tree protection, and only minor punch-list items shall remain to be completed at a time of Substantial Completion unless otherwise agreed to by PP&R to accommodate Mitigation Planting completion. Permittee will confer with and secure PBOT Engineer approval prior to issuance of Certificate of Substantial Completion.
- Substantial Completion of the Mitigation Planting required by the land use decision BDS LU18-144362 EN (Attachment G) shall occur sometime between October 1, 2019 – March 31, 2020. "Substantial Completion of the Mitigation Planting" is defined as the date upon which the BDS or City inspector reviews and approves the mitigation plantings as consistent with the land use decision BDS LU18-144362 EN.
- PP&R's agreement that the Project has reached Substantial Completion of the Bridge Structure and Substantial Completion of the Mitigation Planting shall in no way relieve or waive Permittee's continuing obligations under the Contract Documents, including but not limited to the two-year warranty period under the Public Works Permit (PBOT Job No TB0065) or the two-year plant monitoring and maintenance period required by BDS LU18-144362 EN.
- Construction Completion under this Permit is defined as the date, following Substantial Completion of the Bridge Structure and Substantial Completion of the Mitigation Planting, when PP&R agrees that the Permittee has satisfied all requirements of the Permit and the



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Project has been completed in compliance with the Contract Documents, with the exception of the two year warranty period under the Public Works Permit (PBOT Job No TB0065) and the two-year plant monitoring and maintenance period required by BDS LU18-144362 EN. Construction Completion shall occur when the Permittee has received written acceptance by the City per the PBOT Public Works Permit process and per the requirements set forth in BDS LU18-144362 EN.

- Final Completion may occur no earlier than two years from the date of Substantial Completion of the Bridge Structure or Substantial Completion of the Mitigation Planting, whichever occurs later.

- 3. Acceptance of Property.** Permittee has examined Property and accepts Property "as is". City or its officers, agents or employees make no representations or warranties, express or implied, as to the condition of Property. City shall have no liability to Permittee for any damage or injury caused by the condition of Property. Furthermore, Permittee accepts the Property subject to any and all valid rights or interests, including without limitation rights of access by the public outside the Work Site boundary, existing permits, licenses, leases, easements, franchise agreements, railroad facilities, pipelines, telephone, telegraph, communication, power and signal lines, or any similar facilities, together with any future installations.

Permittee's access to the Property, to perform the work as described herein, is specifically limited to within the Work Site Boundary, as defined in Attachment A2.

- 4. Scope of Work or Use.** Work under this permit will consist of the 100% Public Works Permit drawings and specifications (PBOT Job No TB0065) (accessible via <https://ftp01.portlandoregon.gov/>) as reviewed and approved by PBOT, BDS and PP&R and subsequent modifications consistent with the Grant Agreement and approved during the course of construction, BDS LU18-144362 EN, and the Grant Agreement (herein referred to as "Contract Documents"), with the identified schedule of tasks, including:

1. Construction of the Bridge Structure:

- a. Preliminary construction preparation of the Work Site to include:**
 - i. Mobilization;**
 - ii. Installation of temporary site control fencing & erosions control measures;**
 - iii. Tree trimming, removal & installation of root protection zone (RPZ) fencing.**
- b. Construction Work to include:**
 - i. Construction of Haul Road;**
 - ii. Construction of South Abutment;**
 - iii. Construction of North Abutment;**
 - iv. Installation of new stormwater line;**



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- v. Installation of gabion wall;
- vi. Erect Bridge Section 1 – South;
- vii. Erect Bridge Section 2 – North;
- viii. Erect Bridge Section 3 – Burnside;
- ix. Complete deck grating, handrails, mesh and welding
- x. Demobilization

- 2. Mitigation Planting, as required by BDS LU #18-144362 EN (Attachment G)
 - i. Mobilization
 - ii. Planting mitigation
 - iii. Demobilization

Upon Completion of the Mitigation Planting, R&H Construction Co. will enter into a separate agreement with PP&R to obtain authorization to access the property for performance of the two-year Plant Monitoring and Maintenance, as set forth in the 100% Public Works Permit drawings and specifications (PBOT Job No TB0065) and BDS LU #18-144362 EN, until Construction Completion has occurred.

This Permit authorizes access to the Property, specifically within the Work Site boundary at R316748 & R316675, for the work described herein until Final Completion occurs. This permit does not authorize access to any other property, public or private, or to perform work on any other property, public or private.

All work associated with the Project will be conducted in a professional manner, consistent with the Contract Documents, using industry-standard work and safety best practices. PP&R has provided Permittee with PP&R standard construction specifications which have been incorporated or otherwise addressed in the 100% Public Works Permit drawings and specifications (PBOT Job No TB0065). Permittee will notify PP&R of any subsequent changes in the field to PP&R standard construction specifications. Any changes are subject to PP&R review and approval.

The Contract Documents and Preliminary Construction Schedule (Attachment B) shall be included in this Permit as a separate attachment, and, if not attached, will be considered incorporated into the Permit by reference. Permittee will ensure that all work is in compliance with the Contract Documents. The scope of work included in or attached to this Permit constitutes the entirety of the expected use or scope of work. No changes to the scope of work or use shall be deemed authorized under this Permit, unless those changes are specifically described, authorized and approved by PP&R consistent with the Grant Agreement and Construction Administration Plan (Attachment J).



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Permittee will comply with the following provisions:

A. Coordination of the Work with PP&R and Separate Contractors

1. The term "Separate Contractor(s)" shall mean other contractors retained by PP&R under separate agreements. The Permittee recognizes that PP&R reserves the right to perform construction or operations in and around the Property with PP&R's own forces or with Separate Contractors. Permittee shall afford PP&R and its Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment, if necessary, and performance of their activities and inspections and shall connect and coordinate the Permittee's activities accordingly.

B. Construction Equipment Restrictions:

1. Load and Speed Restrictions for Construction Vehicles and Equipment on PP&R property and within the work zone identified in the approved plans and specifications: The Permittee shall comply with legal weight and speed restrictions when moving Materials or Equipment. The Permittee shall provide a copy to the Owner of the jurisdiction permit authorizing the overweight load(s). The Permittee shall control vehicle and Equipment loads and speeds within the Project Site according to the following restrictions, unless otherwise specified:
 - a. The Permittee shall restrict loads and speeds as necessary to avoid displacement or loss of Materials on Subgrades and Aggregate Bases.
 - b. The Permittee shall not cross Bridges or other Structures with Equipment or vehicles exceeding the legal load limit without appropriate documentation and approval from the jurisdiction having authority.
 - c. Protection of Buried Items: The Permittee shall use temporary fill, steel plates or other methods to avoid overload of pipes, box culverts, and other items that are covered, or to be covered, by fill or backfill.
 - d. Responsibility for Damages: The Permittee assumes all responsibility for damages caused by excessive Equipment speed or loads while performing the Work, both inside and outside the Project Site. The Owner's or other jurisdiction's permission to cross Bridges and other Structures will not relieve the Contractor from responsibility for load-caused damages.

C. Site Specific Safety Plan.

- e. The Permittee has submitted an SSSP addressing safety issues for all persons working on the Project, regardless of their employer. The SSSP has been prepared by a Competent Person and consists of a narrative and supporting plans detailing the methods for dealing with all the known exposures and risks. The SSSP details the methods for addressing work hazards. The SSSP has been attached as Attachment L.



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- f. Project Emergency Procedures: The Permittee shall add to its SSSP a procedure in case of a catastrophic event.

D. Responsibility for Materials and Workmanship:

- a. The successful performance of this NPUP will provide a benefit to the citizens, ratepayers, or taxpayers of the City of Portland. Therefore, satisfactory completion of the Project by the Permittee is of paramount importance. The Permittee agrees that by accepting this NPUP it is required to perform the NPUP in accordance with the Contract Documents and cannot contend that its performance was excused by any action of PP&R, except to the extent that the NPUP terms have been modified by a NPUP amendment executed by both parties.

E. Permits, Licenses, and Taxes:

1. The Permittee shall comply with the terms of all applicable permits.
2. The Permittee shall, with no expense to the Owner, be responsible for obtaining and paying for any necessary fees, licenses and permits, and for complying with any Federal, State, and municipal laws, Codes, and regulations applicable to the performance of the Work, unless otherwise specified. The Permittee shall, without additional expense to the Owner, provide assistance to the Owner on the Permittee means and methods, identify staging areas, and other information pertinent to obtaining permits, regardless of who obtains the permits.
3. The Permittee understands that preliminary approval of the Permittee's Plans and Specifications by regulatory agencies does not prohibit such agencies from requesting changes in order that the Work complies with the provisions of applicable Codes, laws and regulations. Permittee understands that changes directed by Regulatory Inspectors are inherent in the nature of construction work and that the costs are the responsibility of the Permittee. Permittee shall bear the expense of complying with the requirements of Regulatory Inspectors for changes even if such requirements require different or Extra Work than that originally contemplated by the 100% Public Works Permit drawings and specifications (PBOT Job No TB0065).
4. Permittee shall defend, hold harmless and indemnify PP&R for all claims brought against the PP&R if such claim arose in whole or in part out of Permits and licenses that were the responsibility of the Permittee to obtain.

F. Special Inspections:

1. The Permittee shall notify the PP&R at least three (3) Working days in advance of the need for all independent inspections and testing. The Permittee shall, at the conclusion



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of these inspections or testing, provide written copies of all special inspections and testing reports.

G. PP&R Authority and Duties:

1. PP&R will assign inspectors, assistants and other persons to advise PP&R whether the work and materials meet the Contract Documents. Such determination may extend to any or all parts of the Work and to the preparation or manufacture of materials to be used.
2. In the event that assigned personnel discover defective materials or work not being performed safely or in accordance with Contract Documents, the PP&R Grant Construction Manager will immediately notify and provide written documentation to the Permittee's Project Manager. Within 24 hours of receiving notice, the Permittee's Engineer shall forward their determination to the PP&R Grant Construction Manager. PP&R Grant Manager shall respond within 24 hours of receiving the Engineer's determination to either accept or reject the Engineer's determination. Any subsequent work that advances without PP&R Grant Manager acceptance shall be at the Permittee's risk.
3. Assigned personnel, including but not limited to, inspectors and assistants, are not authorized to approve or accept any portion of the Work, to accept materials, to issue instructions or to give advice that is contrary to the contract between the Permittee and its Contractors or its Design team. Work done or material furnished that does not meet Contract Documents shall be at the Permittee's risk, and does not provide a basis for a Claim even if it is asserted that assigned personnel changed Contract requirements.
4. In the event that assigned personnel or PP&R's Grant Construction Manager or Grant Manager fail to observe, call out or note faulty work, defective materials, errors, or the Permittee's failure to comply with the Contract Documents, that failure does not constitute acceptance or approval of that particular portion of the Work. If this occurs, the Permittee remains obligated to perform the Work in accordance with the Contract Documents.
5. The role of the PP&R NPUP Construction Manager is to observe and report Permittee compliance with the terms and conditions of this permit to the PP&R NPUP Manager. The NPUP Construction manager will not have any authority or rights to direct the Permittee activities. If the PP&R NPUP Construction Manager notes faulty work, defective materials, errors or the Permittee's Contractor's failure to comply with Contract Documents, the PP&R NPUP Construction Manager will notify the PP&R NPUP Manager immediately.

H. Green Building Policy: Permittee will comply with the City's Green Building Policy except where in conflict with BDS LU18-144362 EN, in which case the requirements of



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the latter shall take precedence over the former to the extent approved by the Commissioner of PP&R.

(GBP): <https://www.portlandoregon.gov/citycode/article/54355>

Per the GBP Appendices (Attachment C), Permittee will comply with Section 1.3 and Section 3.

- I. In the event that Permittee will require the use of pesticides on the Property within the Work Site Boundary, Permittee will comply with PP&R Pesticides policy (Attachment K1).
 1. Contractors, other city bureaus, partner organizations, state and county agencies desiring to apply pesticides to park property shall submit a completed Application for Pesticide Use on Park Land form to the IPM Program Coordinator for evaluation before any pesticide application takes place
 2. PP&R allows only Oregon State licensed Pesticide Applicators to apply pesticides of any kind on park land.
 3. Applicators are required by law to record specific information when applying pesticides, all records must be submitted to the IPM coordinator. PP&R has designated forms for this purpose.
 4. There is a specific list of approved chemicals allowed on parks sites. The products available are dependent on-site features (playground, water, turf, golf and label requirements.
 5. All pesticide applications (Attachment K2) will be accompanied by on-site notification signage.
5. **As-Builts.** Permittee shall keep accurate maps and records, including the approved as-built construction plans and specifications of its facilities and improvements located on the Property. Permittee shall provide to PP&R, upon confirmation of Substantial Completion, copies of such maps, records and as-builts, in a form (CAD files and paper), as well as O&M manuals, that is to the complete satisfaction of PP&R and according to PP&R and CAD drafting standards, unless an agreement to do otherwise is memorialized. As-built CAD drafting standards, as provided in the Agreement, are also included as an attachment to this Permit (Attachment D).

Upon completion of the Project, Permittee will provide as-built drawings (CAD files according to PP&R CAD drafting standards) and a full PDF set to PP&R.
6. **Park or Trail Closures.** Permitted work will not result in any park or trail closure, at any time without PP&R approval. Permittee will take reasonable precautions to avoid conflicts between the permitted work and the public's use of any park or trail. Permittee shall coordinate



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with the PP&R Project Manager in order to determine any measures that need to be taken in order to notify the public of the work to be done under the Project, and Permittee shall obtain approval from PP&R Project Manager for any measures undertaken to notify the public of any park or trail closures or of any disruption of the public's use of the park or trail.

Permittee has confirmed that the access/work authorized under this permit will require the temporary closure (approx. 23 weeks) of two segments of the Wildwood Trail ("the Trail") at R316748 & R316675, as depicted in Attachment E. The Trail closures will be effective as of Monday, March 25, 2019. It is anticipated that the Trail will be reopened and accessible to the public consistent with the Preliminary Construction Schedule (Attachment B) or as modified during the course of construction.

Permittee will ensure that the Trail closures are in compliance with the approved PBOT-permitted Public Works Permit Set and PI Plan (Attachment F), as reviewed and approved by PP&R.

In addition, Permittee will comply with PBOT-approved Traffic Control Plan (TCP) (Attachments H1 & H2) and/or any revised conditions as directed by PBOT.

The TCP indicates that a portion of the larger Staging Area is located on PP&R property, at R316748 south of the gravel shoulder of W. Burnside (See Attachment A2). Permittee will ensure that the Staging Area is secured consistent with Section 12 below. PP&R is not responsible for any damage or theft of equipment/materials that are staged/stored on the Property. Permittee is responsible for Permittee's equipment/materials that Permittee has staged/stored on the Property.

7. **PP&R Project Manager.** Permittee shall coordinate with PP&R NPUP Construction Manager, Jorge Villavicencio, who may be reached by phone at (971) 347-6104 or by email at Jorge.Villavicencio@portlandoregon.gov. PP&R Grant Manager and NPUP Manager is Robin Johnson Craig, Capital Projects Manager III, who may be reached by phone at (503) 823-4182 or by cellphone at (971) 940-5731 or by email at Robin.JohnsonCraig@portlandoregon.gov. PP&R staff roles and responsibilities are defined in the Construction and Administration Plan (Attachment J).

The contact for The Portland Parks Foundation is Randy Gragg, who can be reached at (503) 454-0994 or email at rgragg@portlandpf.org. Permittee has engaged R&H Construction to serve as Contractor, the contact person for that Contractor is Shane Bliss, who can be reached at (503) 702.4929 or email at sbliss@rhconst.com. The PP&R Project Manager shall be provided at least two business days' (weekends and City holidays excluded) notice prior to the anticipated commencement of work under this Permit.

8. **Locates and Coordination.** Permittee shall not begin any excavation or other subsurface activity in the Work Site without first contacting the One-Call Locates number and shall



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expressly indicate the property is managed by PP&R. One-Call Locates phone number is 1-800-332-2344. Permittee shall also contact Mike Van Yserloo, PP&R Locates, at (503) 823-1611 at least three business days before commencing excavation or other subsurface activities at the Work Site. For all locates calls regarding work within the scope of this permit, disclose the NPUP permit number, which is #2018-52.

Permittee is responsible for notification of utilities, agencies and organizations located or operated within or adjoining the Property. Permittee is responsible to coordinate any construction activities with other utilities, agencies and organizations including but not limited to schedules, access, and traffic control to minimize disruption to their daily operations

- 9. Trees and Urban Forestry.** Where any permitted project or activity does not have an approved Tree Plan, but will occur adjacent to, or under, the branches of any PP&R tree, the Permittee must contact an Urban Forestry Inspector for advice by calling 503-823-TREE. Detailed Tree Plan requirements may be found at:

<https://www.portlandoregon.gov/trees/article/497210>

The following activities ("Basic Tree Protection Rules") are prohibited without the approval of an Urban Forestry Inspector, except to the extent such activities are consistent with or modified by the 100% Public Works Permit drawings and specifications (PBOT Job No TB0065) or BDS LU18-144362 EN:

- (1) Cutting or pruning any tree trunk, branch or root,
- (2) Driving or parking any vehicles or machinery under the branches of any tree,
- (3) Leaning or attaching any item to any tree,
- (4) Storing or staging any material or equipment under or adjacent to any tree, or
- (5) Discharging water or any effluent in the vicinity of any tree.

If Permittee (1) cuts, damages or injures a tree or (2) breaches an approved Tree Plan or (3) violates the Basic Tree Protection Rules, an Urban Forestry Inspector must be notified within 24-hrs by calling 503-823-TREE.

The Urban Forester may require the Permittee to remedy any tree damage or injury, or any breaches of an approved Tree Plan or of the Basic Tree Protection Requirements. This may include any or all of the following: contracting for a qualified person to undertake remedial tree work or treatment; tree removal and replacement; or, payment of a Restoration Fee, all as detailed under Chapter 11.70 of the City Code. The standards and provisions in an Urban Forestry Permit shall be controlling as to any activities under this Permit, including, but not limited to the following: 1) General Tree Protection Standards; 2) Prohibited Activities within



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the Root Protection Zone; 3) Tree Protection Fencing - Prescribed Path; 4) Tree Protection Fencing – Performance Path; and, 5) Heritage Trees. In the event of any uncertainty or question about the applicability of any of above-noted provisions to any work done under this Permit, an Urban Forestry Inspector should be contacted immediately, at 503-823-TREE, in order to provide clarification.

Permittee will comply with the Tree Protection Plan (Tree Plan) (Attachment I), as reviewed and approved by PP&R and the Urban Forestry Tree Inspector. Permittee will ensure that all stumps, resulting from the work authorized under this Permit, located within the Work Site Boundary are removed by stump grinding 6-12" below ground level. Permittee acknowledges that Attachment A2 & Attachment I, Note #8 states "Elsewhere, stumps may be cut near ground level and remain in place," however, PP&R requires stump grinding consistent with this provision of the NPUP to ensure long-term slope stability and, per the City Urban Forestry arborist, this requirement is to occur via this Permit and not as a recorded change in the 100% Public Works Permit drawings and specifications (PBOT Job No TB0065).

- 10. Equipment and/or Materials to be used on site.** Equipment to be used includes excavators, Georgia buggies, field office, one commercial vehicle each for Contractor and per active subcontractor trade, fork lift, rock anchor drill rig, concrete boom pump and concrete line pump. Permittee assumes all risk for any damage to their equipment while working under the authority of this Permit. Exclusive of equipment transport and offsite fabrication, Permittee shall keep all equipment within the Work Site Boundary. All vehicles brought into the Property must be marked as corporate vehicles belonging to the Permittee, or its subcontractors, if any.

Personal vehicles belonging to Permittee's employees shall not be parked on the Property. Permittee parking is not permitted along SW Fisher Lane in Hoyt Arboretum or at Pittock Mansion. Permittee parking is discouraged in the pay to park lots adjacent to Hoyt Arboretum Visitor Center. Stopping, parking, or loading along SW Fisher Lane is not permitted, even for deliveries. Such delivery actions must be approved by PP&R in advance. Use of SW Fisher Lane for heavy-haul movement into or out of the jobsite is not permitted. Permittee has identified acceptable off-site parking locations in cooperation with PP&R staff.

- 11. Maintenance, Repair and Restoration.** Permittee, at their cost, shall maintain the Work Site in a neat condition, free of trash and debris, in good and substantial condition, order and repair. After 3 days written notice to the Permittee, Permittee shall repair, at their cost and with prior written approval of PP&R, any damage to the Property or surrounding City property caused by Permittee's work, entry or occupancy of the Property under this Permit. Restoration shall be made to conditions equal to or better than those pre-existing the Permittee's work. PP&R, at its sole discretion, may elect to complete necessary repairs and Permittee agrees to pay the reasonable costs of repairs performed by the PP&R. No part of this agreement, whether contained within the terms of this Permit or incorporated as an attachment, shall be construed to replace, limit, or invalidate the remedies available to PP&R under this section.



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Separate from the requirements set forth in this section, as stated in Section 4 of this Permit, site restoration and planting mitigation will be in compliance with BDS LU #18-144362 EN (Attachment G).

- 12. Security.** Permittee will comply with all applicable federal, state and local safety code and requirements. Permittee must take appropriate safety measures, including without limitation signage, coning, and fencing, to keep people away from equipment and work areas and to warn people of any hazards. Permittee's safety measures, per the Permittee's Site-Specific Safety Plan (Attachment L). Permittee shall give PP&R immediate notice of any hazardous condition, disturbance, accident or occurrence related to Permittee's use or occupancy of the Property. Concurrently, Permittee shall take all reasonable action to mitigate or resolve any such damage caused by any such condition, disturbance, accident or occurrence, as soon as is practicable, under the circumstances.
- 13. Indemnification.** Subject to the limits of The Oregon Tort Claims Act and to the fullest extent allowed by law, Permittee shall hold harmless, defend, and indemnify the City, Metro, and its officers, agents and employees against all claims, demands, actions, lawsuits and appeals (including all costs) brought against any of them arising from the negligent actions or errors or omissions of Permittee in the performance of its work. Portland Parks Foundation's liability shall be limited to \$2,000,000.

City, its officers, directors, agents and employees shall not be liable for any damage to equipment or any other property of Permittee or to any person in or upon the Property including but not limited to damage by fire, explosion, electricity, flooding, vandalism, water or rain, or any other cause whatsoever except to the extent caused by or due to the negligence of City, its officers, directors, agents and employees.

City or its officers, directors, agents and employees shall not be liable for any latent defect at the Property. In addition to the indemnity provided above, Permittee agree to indemnify, defend and hold harmless City, its officers, directors, agents and employees from and against all damages, costs, liabilities, and expenses caused by, arising out of, or in connection with, Permittee's handling, storage, discharge, transportation or disposal of hazardous or toxic wastes or substances, pollutants, oils, materials or contaminants, as those terms are defined by federal, state or local law or regulation, as amended from time to time. Damages, costs, liabilities and expenses shall include any amounts claimed to be owed by any regulating and administering agency.

Permittee, as a material part of the consideration to the City, hereby waives all claims for damage to property or injury to persons in, upon or about the Work Site from any cause other than the City's sole negligence.



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- 14. Insurance.** Permittee shall obtain and maintain in full force at Permittee's expense, throughout the duration of the Permit and any extension periods, the required insurance identified in the Grant Agreement.

Permittee shall provide proof of insurance through acceptable certificate(s) of insurance, including additional insured endorsement form(s) and all other relevant endorsements, to the City prior to execution of the Permit. The Certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Permit shall be obtained from insurance companies acceptable to the City of Portland. The Permittee shall pay for all deductibles and premium. The City reserves the right to require, at any time, complete, certified copies of required insurance policies, including endorsements evidencing the coverage required.

- 15. Public Involvement and Notification.** Permittee will comply with PI Plan as approved by PP&R (See Attachment F).

- 16. Hazardous Materials.** No materials shall be transported, stored, used, manufactured or disposed of within the Property or the surrounding City property except in compliance with all federal, state and local laws, provided that in no case may there be disposed of within the Property or surrounding City property any hazardous substances, as defined by ORS 465.200 and implementing regulations of the State of Oregon Department of Environmental Quality or which constitute a public health hazard, as defined by rules of the Oregon State Health Division, and no condition shall be permitted within the Property or surrounding property which constitutes a health hazard, as defined by the rules of the Health Division.

- 17. Compliance with Laws.** In connection with its activities under this Permit, Permittee shall comply with all applicable federal, state and local laws and regulations. Permittee shall correct at Permittee's own expense any failure of compliance created by the fault or use of Permittee or their agents, employees or invitees. Permittee is responsible for determining and acquiring all other permits, licenses and approvals that may be required for this Project. This Permit does not bind other City bureaus to take any particular course of action with regard to adjudicating other permit applications which are necessary for the intended use of the Property.

- 18. Notice.** All notices under this Permit shall be in writing and shall be deemed validly given if sent by first class or certified mail, nationally recognized courier or facsimile transmission, and shall be effective upon receipt. Notices should be addressed as follows:

To City: City of Portland
 Parks and Recreation – Property Manager
 1120 SW 5th Avenue, Room 1302
 Portland, OR 97204-1933



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To PERMITTEE: Portland Parks Foundation (PPF)
Attn: Randy Gragg
1500 SW 1st Ave. #760
Portland OR, 97201

CONTRACTOR
R&H Construction Co.
Attn: Shane Bliss
2019 NW Wilson St.
Portland, OR 97209

19.Entry by City. PP&R reserves the right to enter upon the Property for any purposes, including inspection. PP&R inspections are for the sole benefit of PP&R and do not constitute or imply acceptance of any work as conforming to the requirements of this Permit. The presence or absence of a PP&R inspector does not relieve Permittee from any requirement of this Permit, nor is the inspector authorized to change any term or requirement of this Permit without the written authorization of the PP&R NPUP Manager and the PP&R NPUP Construction Manager. Any individual who is not an R&H subcontractor shall check in with the Site Superintendent. During the initial check in, Contractor will conduct a Project specific safety orientation prior to touring the construction area to ensure onsite occupancy can be tracked and to inform visitors of current potential hazards and restricted areas. A copy of all field reports and or other correspondence is required to be delivered to the Site Superintendent and/or Foreman prior to leaving the site.

A "Check In" is required for every site visit. All visitors are required to be wearing the proper PPE or they will be turned away. PPE minimum requirements include hard hat, high visibility safety vest, proper footwear, safety glasses and proper identification badging.

20.Oregon Law and Forum. This Permit of Entry shall be governed by the laws of the State of Oregon. Any suit or action arising under this Permit shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

21.Revocable Permit. This Permit is revocable by PP&R at any time for any reason, including failure of Permittee to comply with the terms and conditions of this Permit. No expenditure of money hereunder, lapse of time, or other act or thing shall operate as an estoppel against PP&R or the City, or be held to give the Permittee any vested or other right. In the event that the Permit is revoked, PP&R's obligation is limited, solely, to a refund of prepaid use fees, which will be prorated for the remainder of the previously-anticipated Permit term.



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- 22. Waiver of Breach.** The waiver by PP&R of the breach of any condition, covenant, or agreement that was meant to be kept, observed and performed by the Permittee shall in no way impair the right of the City to avail itself of any subsequent breach thereof. No waiver is effective unless that specific waiver is in writing and signed by the waiving party.
- 23. Performance Guarantee.** As required, Permittee shall guarantee full performance hereunder in one of the following forms as approved by the City Attorney: surety bond executed by a company authorized to transact business in the State of Oregon; irrevocable letter of credit; set-aside account; cash bond; or another form acceptable to the City Attorney. Permittee shall maintain said guarantee(s) in place throughout the term of the Permit, except that Permittee may reduce the penal amount of such guarantee(s) from time to time with the prior written consent of PP&R Property Manager, which consent shall not unreasonably be withheld or denied. At no time during the term of the Permit shall the amount of the Guarantee(s) under this Section be reduced to below 20% of the original guarantee(s).
- Permittee has provided Performance Bonds (Attachment M). These Bonds have been reviewed by the City and deemed acceptable for the Agreement and this Permit.
- 24. Termination.** Prior to the termination date provided for by this Permit, or upon the Permit being revoked by PP&R, Permittee shall restore the Property to the satisfaction of PP&R and shall cease all activities on the Property. Improvements authorized by this Permit shall not remain in the Property without written authorization from PP&R, which may be in the form of a written extension to this Permit or a separate agreement between PP&R and Permittee.
- 25. No Liens.** Permittee shall keep Property and any adjacent City property used in connection with this Permit free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Permittee.
- 26. Entire Agreement.** This Permit and the documents referenced herein contain the entire agreement between PP&R and the Permittee, regarding the obligations under this Permit, and supersedes all prior written or oral discussions or agreements regarding the terms of this Permit.
- 27. Illegality.** If any provision of this Permit is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Permit, and this Permit shall remain in full force and effect without such invalid, illegal, or unenforceable provision.
- 28. Assignability.** This Permit is not assignable.
- 29. Application and Impact Fees.** The Permit of Entry for Park Property application fee of \$1,000 was paid by Portland Parks Foundation (Check #5351) on December 28, 2018.



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In the event that PP&R determines that the work authorized under this Permit results in a closure of any portion of the Property that significantly deprives the public of normal use of the Property or impedes the ability of PP&R personnel to conduct maintenance and repairs upon Property, an impact fee ("Impact Fee") shall be assessed per the Fee Schedule below. PP&R has determined that the temporary closure of a portion of the Wildwood Trail and the use of a portion of the Property for a Staging Area constitute such an impact. Therefore, the impact fee associated with this permit is: \$53,928.00. The Impact Fee required under this section has been waived by PP&R.

Portland Parks & Recreation

Non-Park Use Permit Impact Fee schedule:

- Month 1 = \$.18/sf/wk
- Month 2 = \$.18/sf/wk
- Month 3 = \$.36/sf/wk
- Month 4 = \$.72/sf/wk
- Month 5 = \$1.44/sf/wk
- Month 6 and longer = \$1.44/sf/wk

The Trail Closure:

Total Closure Area: 3,280 SF (1,640' x 2')

- Length: 1,640'
- Width: 2'

Total Closure Duration: 23 weeks

Month 1 (March 25 – April 27):	5 weeks	$\$0.18 \times 3,280 \text{ SF} \times 5 \text{ weeks} = \$$	2,952.00
Month 2 (April 28 – June 1):	5 weeks	$\$0.18 \times 3,280 \text{ SF} \times 5 \text{ weeks} = \$$	2,952.00
Month 3 (June 2 – June 29):	4 weeks	$\$0.36 \times 3,280 \text{ SF} \times 4 \text{ weeks} = \$$	4,723.20
Month 4 (June 30 – August 3):	5 weeks	$\$0.72 \times 3,280 \text{ SF} \times 5 \text{ weeks} = \$$	11,808.00
Month 5 (August 4 – Aug. 31):	4 weeks	$\$1.44 \times 3,280 \text{ SF} \times 4 \text{ weeks} = \$$	18,892.80
23 weeks			\$41,328.00

The Staging Area:

Total Closure Area: 1,000 SF

Month 1 (March 25 – April 27):	5 weeks	$\$0.18 \times 1,000 \text{ SF} \times 5 \text{ weeks} = \$$	900.00
Month 2 (April 28 – June 1):	5 weeks	$\$0.18 \times 1,000 \text{ SF} \times 5 \text{ weeks} = \$$	900.00
Month 3 (June 2 – June 29):	4 weeks	$\$0.36 \times 1,000 \text{ SF} \times 4 \text{ weeks} = \$$	1,440.00
Month 4 (June 30 – August 3):	5 weeks	$\$0.72 \times 1,000 \text{ SF} \times 5 \text{ weeks} = \$$	3,600.00
Month 5 (August 4 – Aug. 31):	4 weeks	$\$1.44 \times 1,000 \text{ SF} \times 4 \text{ weeks} = \$$	5,760.00
23 weeks			\$12,600.00



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30. Counterparts. This Agreement may be executed in Counterparts and via facsimile or electronically via .pdf with the same force and effect as if executed in one complete document.

IN WITNESS WHEREOF, the parties have caused this Permit of Entry to be executed in triplicate on the dates shown below.

PERMITTEE

Portland Parks Foundation

Randy Gragg
Print Name

[Signature]
Signature

Executive Director
Title

4/23/19
Date

R&H Construction Co

Print Name

Title

Signature

Date



**PORTLAND PARKS
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30.Counterparts. This Agreement may be executed in Counterparts and via facsimile or electronically via .pdf with the same force and effect as if executed in one complete document.

IN WITNESS WHEREOF, the parties have caused this Permit of Entry to be executed in triplicate on the dates shown below.

PERMITTEE

Portland Parks Foundation

Print Name

Title

Signature

Date

R&H Construction Co

JOHN WARD
Print Name

PRESIDENT
Title

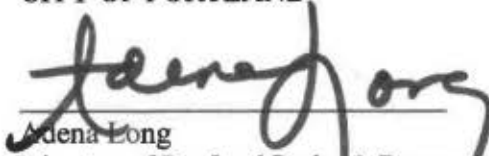
[Signature]
Signature

4-24-19
Date




PORTLAND PARKS
& RECREATION

CITY OF PORTLAND

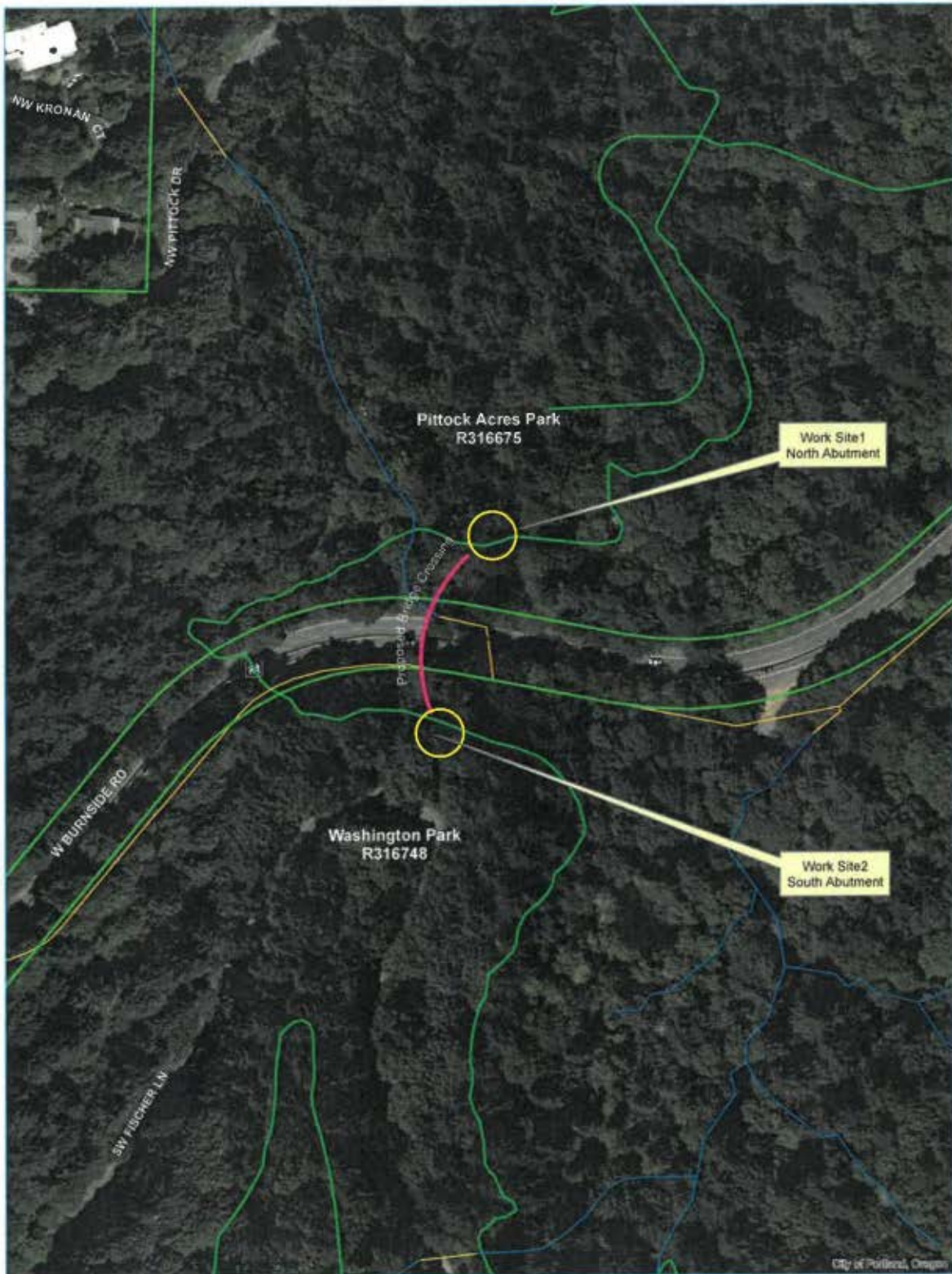

Ardena Long
Director of Portland Parks & Recreation

4/25/19
Date

APPROVED AS TO FORM


Deputy City Attorney

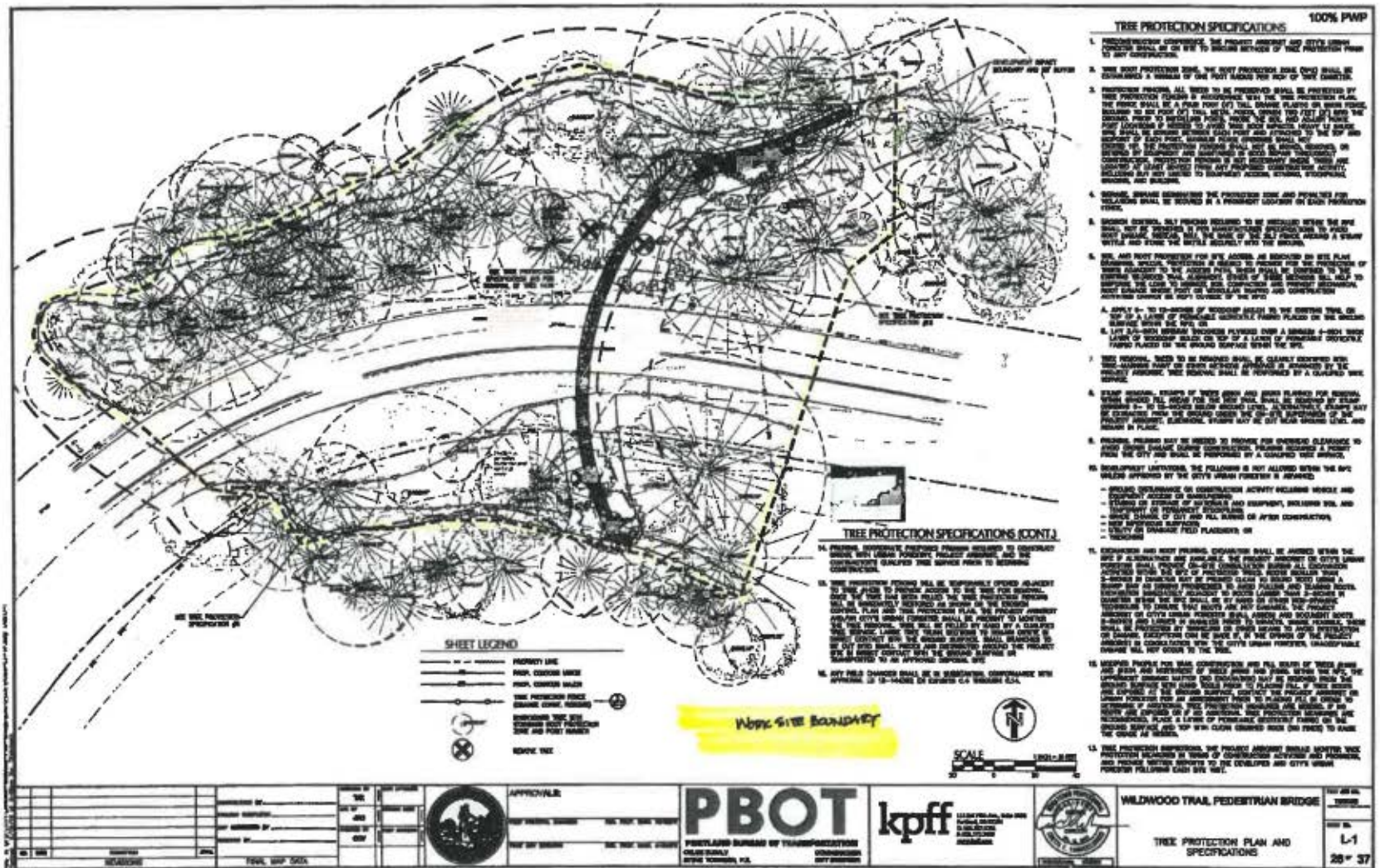
NPUP 2018-52
PPF at Multi-Sites



0 85 170 340 Feet

ATTACHMENT A1

ATTACHMENT A2



WORK SITE BOUNDARY

TREE PROTECTION SPECIFICATIONS

- [illegible]

TREE PROTECTION SPECIFICATIONS (CONT.)

- [illegible]

SHEET LEGEND

- PROPERTY LINE
PROP. COORDIN. LINE
PROP. COORDIN. WALL
TANK PROTECTION FENCE
(SOUND BARRIER, FENCING)
REINFORCED TANK WITH
STANDARD SCOT PROTECTION
ZONE AND POST MARKER
REMOVE TANK

WORK SITE BOUNDARY

SCALE 1000 METERS

WILLOWOOD TRAIL PEDESTRIAN BRIDGE

TREE PROTECTION PLAN AND SPECIFICATIONS

61

28° 37'

28° 37'

ATTACHMENT B

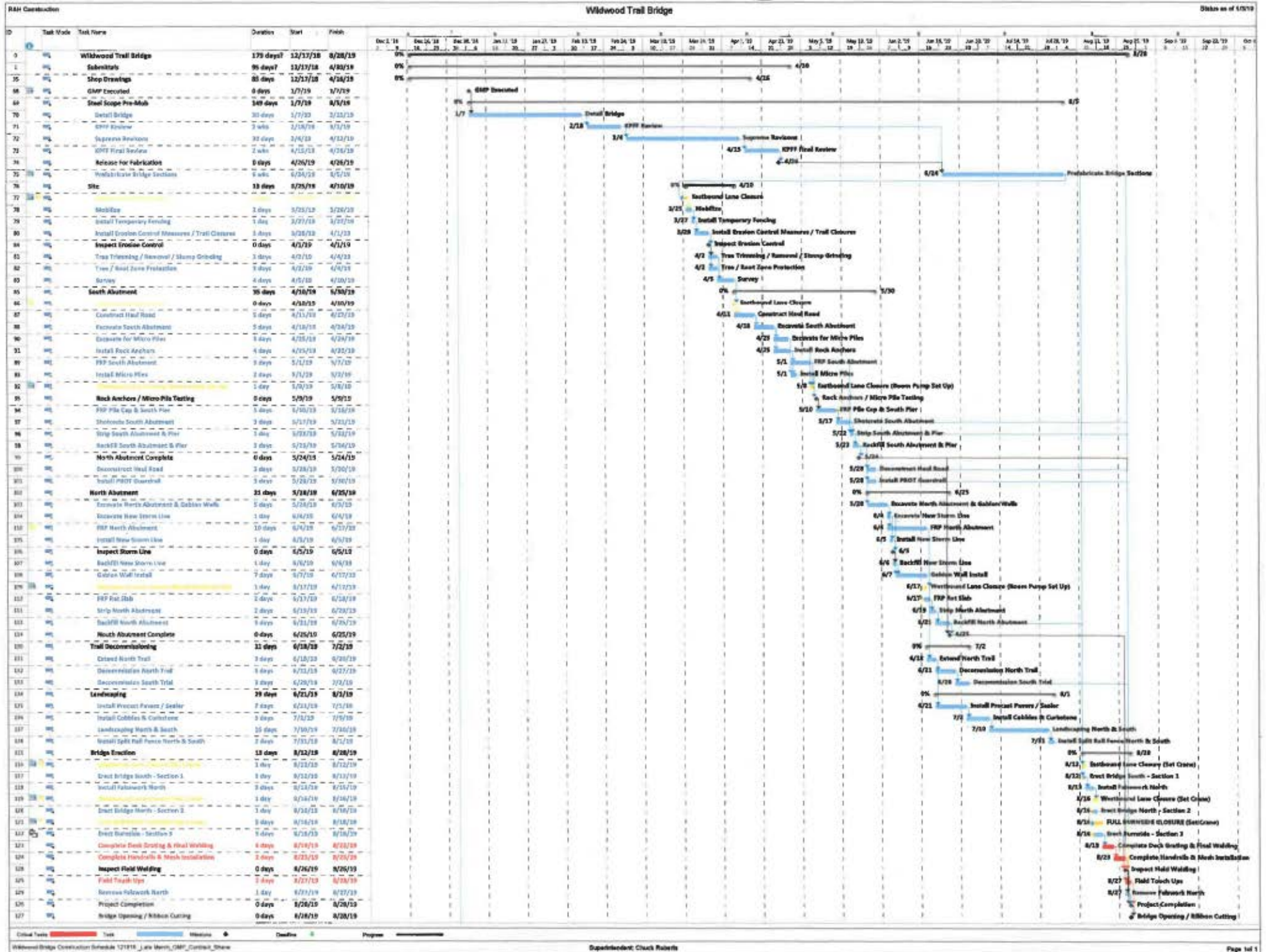


Exhibit A: Green Building Policy for City-owned Facilities**Background**

Building construction, remodeling, and operation are major contributors to carbon emissions, air and water pollution, deforestation and other environmental and human health hazards. Green building practices provide design and construction strategies that mitigate these harmful consequences and conserve natural resources, improve efficiency and protect human health. Improving the performance of buildings, infrastructure and sites benefits the City and its residents. Green building saves the City money through increased operational efficiencies, supports local economic development, and strengthens established goals related to reducing carbon emissions and improving livability.

Decisions the City makes today about the design and construction of its buildings will impact the physical, environmental and social health of the community for many years to come. By using green building practices in the construction and operation of its own facilities, the City serves as a model for all development in Portland. This policy is expected to yield long-term savings by efficiently managing energy, water, waste and stormwater, and improving the health, comfort and productivity of building occupants.

Policy intent

The City of Portland will incorporate green building practices into the design, construction, remodeling and operation of all City-owned facilities. The intent of these practices is to provide environmental benefits, create local jobs, improve occupant health, enhance employee productivity and generate lifecycle financial savings for the City and its community partners.

Policy definitions, requirements and application

All City-owned projects will follow the policy requirements according to type of use, size and budget.

City-owned projects include work spaces and structures that the City designs, builds, owns, operates, maintains, or supports through loans, grants, and/or other financial benefit.

Occupied spaces are used predominantly for permanent offices, workspaces or recreation, and are heated and/or cooled for occupant comfort. Projects in occupied spaces will comply with Section 1.1. or 1.2 (relevant to their project budget and/or size) and Sections 2 through 6.

Unoccupied spaces include warehouses, parking garages, storage areas, maintenance areas and pump stations. Projects in unoccupied spaces will comply with Section 1.3 and Sections 2 through 6.

Total construction budget is the cost to achieve the project scope of work as defined in the contract documents, drawings and specifications. It includes trade permits and the 1.5 percent state requirement for solar. This cost is most often determined by a professional cost estimator or engineer.

ATTACHMENT C

Section 1: Environmental performance requirements for new construction and major renovations

1.1 All new, occupied City-owned buildings over 20,000 square feet and/or with a total construction budget over \$5 million will:

- A. Register and certify for the US Green Building Council's Leadership in Energy and Environmental Design (LEED) Building Design and Construction (BD+C) at the Gold level **and/or** achieve Living Building Challenge status.
- B. Achieve 15 percent energy savings beyond the applicable Oregon Energy Efficiency Specialty Code.
- C. Incorporate on-site renewable energy systems **and** meet the State of Oregon's 1.5 percent for Green Technology requirement.
- D. Earn or meet LEED's advanced energy metering credit requirements to support ongoing energy monitoring and commissioning.
- E. Earn or meet LEED's enhanced commissioning credits requirements.
- F. Use native and/or non-invasive drought-tolerant plants, and use no potable water for irrigation, except for the first two years to establish plantings, or in cases of drought.
- G. Select WaterSense-labeled products for all eligible fixtures to reduce total potable water use by at least 20 percent over the building's estimated baseline.
- H. Cover the entire roof, minus skylights, mechanical systems, and fire and access routes, with an ecoroof. Exemptions to this requirement must be approved by the Commissioner-in-Charge of the bureau or office after completing the compliance check-sheet in Appendix A. Bureaus and offices are encouraged to consult with the Bureau of Environmental Services for technical assistance.
- I. Incorporate stormwater management and related watershed enhancement strategies that support Salmon Safe certification during construction and after project completion.
- J. Incorporate measures to reduce bird strikes and fatal light attraction, including treatment of exterior glass and glazed surfaces, lighting design, best management practices and other applicable measures as specified in Appendix B.
- K. Provide or lease no more than the minimum auto parking required by code. In extraordinary circumstances, with written approval from the Bureau of Transportation, and with commitment to implement an approved Transportation Demand Management (TDM) Plan, additional on-site auto parking above code minimum may be provided. Additional auto parking shall be limited to the minimum shown in a parking demand analysis approved by the Bureau of Transportation. Extraordinary circumstances may include: visitors or employees arriving or departing a site when there is no transit service within ¼ mile of the site and there is insufficient on-street parking within ¼ mile of the site to meet projected demand. City fleet vehicle parking is exempt from this requirement.

- L. Price auto parking for employees and visitors consistent with parking prices within one-quarter mile of the site.
- M. Provide covered and secure bicycle parking for employees and visitors at an amount equal to the 25% mode share target in the City's Climate Action Plan unless and until replaced by mode share targets in the 2015 Transportation System Plan.
- N. Pre-wire charging stations at the time of building and parking lot construction for City-owned electric vehicles where financially feasible and where vehicles will be parked on-site after the project is complete.
- O. Follow construction waste prevention guidelines in Section 3.
- P. Follow space allocation standards and space planning guidelines in Appendix C.

1.2 All new, occupied City-owned buildings under 20,000 square feet and/or with a total construction budget under \$5 million will:

- A. Register and certify for the US Green Building Council's Leadership in Energy and Environmental Design (LEED) Building Design and Construction (BD+C) at the Gold level **and/or** pursue Earth Advantage Commercial certification at the Gold level, **and/or** design, build and operate to achieve Living Building Challenge status.
- B. Achieve 5 percent energy savings beyond the applicable Oregon Energy Efficiency Specialty Code.
- C. Incorporate onsite renewable energy systems and/or meet the State of Oregon's 1.5 percent for Green Technology requirement.
- D. Earn or meet LEED's commissioning credit requirements.
- E. Use native and/or non-invasive drought-tolerant plants and use no potable water for irrigation, except for the first two years to establish plantings, or in cases of drought.
- F. Select WaterSense-labeled products for all eligible fixtures to reduce potable water use.
- G. Cover the entire roof, minus skylights, mechanical systems, and fire and access routes, with an ecoroof. Exemptions to this requirement must be approved by the Commissioner-in-Charge of the bureau or office after completing the compliance check-sheet in Appendix A. Bureaus and offices are encouraged to consult with the Bureau of Environmental Services for technical assistance.
- H. Incorporate stormwater management and related watershed enhancement strategies that support Salmon Safe certification during construction and after project completion.
- I. Incorporate measures to reduce bird strikes and fatal light attraction, including treatment of exterior glass and glazed surfaces, lighting design, best management practices, and other applicable measures as specified in Appendix B.
- J. Provide or lease no more than the minimum auto parking required by code. In extraordinary circumstances, with written approval from the Bureau of Transportation, and with commitment to implement an approved Transportation Demand Management

(TDM) Plan, additional on-site auto parking above code minimum may be provided. Additional auto parking shall be limited to the minimum shown in a parking demand analysis approved by the Bureau of Transportation. Extraordinary circumstances may include: visitors or employees arriving or departing a site when there is no transit service within ¼ mile of the site and there is insufficient on-street parking within ¼ mile of the site to meet projected demand. City fleet vehicle parking is exempt from this requirement.

- K. Price auto parking for employees and visitors consistent with parking prices within one-quarter mile of the site.
- L. Provide covered and secure bicycle parking for employees and visitors at an amount equal to the 25% mode share target in the City's Climate Action Plan unless and until replaced by mode share targets in the 2015 Transportation System Plan.
- M. Pre-wire charging stations at the time of building and parking lot construction for City-owned electric vehicles where financially feasible and where vehicles will be parked on-site after the project is complete.
- N. Follow construction waste prevention guidelines in Section 3.
- O. Follow space allocation standards and space planning guidelines in Appendix C.

1.3 All new, unoccupied City-owned structures and facilities will:

- A. Select ENERGY STAR-labeled lighting and equipment to reduce energy use.
- B. Incorporate on-site renewable energy systems and/or meet the State of Oregon's 1.5 percent for Green Technology requirement.
- C. Use native and/or non-invasive drought-tolerant plants and use no potable water for irrigation, except for the first two years to establish plantings, or in cases of drought.
- D. Select WaterSense-labeled products for all eligible fixtures to reduce potable water use.
- E. Cover the entire roof, minus skylights, mechanical systems, and fire and access routes, with an ecoroof. Exemptions to this requirement must be approved by the Commissioner-in-Charge of the bureau or office after reviewing the compliance check-sheet in Appendix A. Bureaus and offices are encouraged to consult with the Bureau of Environmental Services for technical assistance.
- F. Incorporate stormwater management and related watershed enhancement strategies that support Salmon Safe certification during construction and after project completion.
- G. Incorporate measures to reduce bird strikes and fatal light attraction, including treatment of exterior glass and glazed surfaces, lighting design, best management practices, and other applicable measures as specified in Appendix B.
- H. Provide or lease no more than the minimum auto parking required by code. In extraordinary circumstances, with written approval from the Bureau of Transportation, and with commitment to implement an approved Transportation Demand Management

(TDM) Plan, additional on-site auto parking above code minimum may be provided. Additional auto parking shall be limited to the minimum shown in a parking demand analysis approved by the Bureau of Transportation. Extraordinary circumstances may include: visitors or employees arriving or departing a site when there is no transit service within ¼ mile of the site and there is insufficient on-street parking within ¼ mile of the site to meet projected demand. City fleet vehicle parking is exempt from this requirement.

- I. Price auto parking for employees and visitors consistent with parking prices within one-quarter mile of the site.
- J. Provide covered and secure bicycle parking for employees and visitors at an amount equal to the 25% mode share target in the City's Climate Action Plan unless and until replaced by mode share targets in the 2015 Transportation System Plan.
- K. Pre-wire charging stations at the time of building and parking lot construction for City-owned electric vehicles where financially feasible and where vehicles will be parked on-site after the project is complete.
- L. Follow construction waste prevention guidelines in Section 3.

Section 2: Environmental performance requirements for existing buildings, tenant improvements and leased spaces.

- 2.1 All interior improvements to occupied, City-owned, City-leased, or leased out spaces will use the Bureau of Planning and Sustainability's guide to creating high-performance workspaces, or "Green TI Guide" and/or register and certify for LEED for Interior Design and Construction (ID+C) at the Silver level.
- 2.2 All occupied, City-owned existing buildings will register and certify for LEED for Building Operations and Maintenance (O+M) certification at the Silver level.
- 2.3 All bureaus and offices will use the most current version of LEED O+M to guide product and service specifications, and operations and maintenance best practices. Bureaus and offices will reference the standards or criteria in LEED O+M that support achievements in meeting related City sustainability policies and initiatives, such as sustainable procurement, energy and water efficiency, toxics use reduction, and waste reduction.
- 2.4 Bureaus and offices will implement Salmon-Safe recommendations, as they are developed, with the intent to become Salmon-Safe certified.
- 2.5 Roof replacements on all City-owned spaces will include an ecoroof to cover the entire roof, minus skylights, mechanical systems, and fire and access routes. Exemptions to this requirement must be approved by the Commissioner-in-Charge of the bureau or office after completing the compliance check-sheet in Appendix A. Bureaus and offices are encouraged to consult with the Bureau of Environmental Services for technical assistance.
- 2.6 Program staff and building managers will explore options to reduce hazards to birds when planning retrofits to existing City-owned buildings and facilities with practical and cost-effective solutions.

- 2.7 City bureaus and offices that lease out spaces in non-City owned buildings will give preference to locating in third-party certified green buildings.
- 2.8 Follow construction waste prevention guidelines in Section 3.

Section 3: Construction waste prevention, preservation, restoration, salvage, reuse and recycling

- 3.1 To meet the City's 85 percent waste diversion goal, all construction and tenant improvement projects will employ the following waste management hierarchy throughout each project:
 - A. Salvage and Reuse. Materials suitable for reuse will be reused on-site, transferred, sold, or donated in accordance with City Code 5.36.
 - B. Recycle.
 - 1. Where project site space allows, projects will have separated, single stream recycling for metal, unpainted scrap drywall, wood, cardboard, land-clearing debris and inert materials (asphalt, brick, concrete). Recycling containers or designated areas should be clearly labeled to indicate acceptable materials.
 - 2. Where project site space does not allow for separated, single stream recycling, applicable construction debris recyclables will be comingled for recycling. Comingled materials must be delivered to a Metro-authorized material recovery facility (MRF) for processing prior to disposal.
 - C. Landfill or Hazardous Waste Disposal. Construction waste not suitable for reuse or recycling will be landfilled or disposed of as hazardous waste according to applicable laws.
- 3.2 City projects considering full or partial demolition will use the following hierarchy of salvage and reuse strategies. Bureaus and offices will determine which strategy to use based on the volume and quality of the reusable and salvageable materials available from the project. Bureaus and offices are encouraged to consult with the Bureau of Planning and Sustainability for technical assistance.
 - A. Preservation or Relocation. As applicable, determine if it is cost-effective to adapt and preserve or relocate a structure in lieu of demolition.
 - B. Full Deconstruction. Fully disassemble the building for the purposes of maximizing the reuse potential of both structural and non-structural materials.
 - C. Hybrid Deconstruction. Combine the use of heavy machinery and manual labor for deconstruction, with the goal of maximizing the reuse and recycling potential of materials.
 - D. Non-Structural Salvage. Reclaim reusable non-structural components such as appliances, doors, windows, and finish materials. Follow traditional demolition practices after non-structural salvage is complete.

Section 4: Historic buildings and structures

- 4.1 Exterior changes to City-owned historic buildings and structures will follow City regulations for properties that are designated historic or conservation landmarks, in historic or conservation districts, or listed in Portland's Historic Resource Inventory.
- 4.2 For projects involving City-owned buildings over 50 years old not designated as historic or conservation resources, and that include removal, demolition, improvement, or alteration, the Historic Landmarks Commission should be consulted. The Portland Historic Landmarks Commission may be consulted via a discussion with Bureau of Development Services staff or at a regularly-scheduled Landmarks Commission meeting.
- 4.3 Interior changes to City-owned historic buildings and structures are not regulated by historic review. However, impact of alterations to potentially character-defining historic features and materials will be considered, and the Landmarks Commission should be consulted for advice on minimizing adverse impacts. The Portland Historic Landmarks Commission may be consulted via a discussion with Bureau of Development Services staff or at a regularly-scheduled Landmarks Commission meeting.

Section 5: Training, financing, technical assistance, reporting and policy updates

- 5.1 The Bureau of Planning and Sustainability, with assistance from Procurement Services and other bureaus and offices, will identify green building training opportunities for project managers, operations and maintenance staff. All appropriate project managers, maintenance and operations staff will pursue green building training.
- 5.2 The City will pursue federal, state or local incentives to facilitate the implementation of the Green Building Policy when appropriate.
- 5.3 Project managers will seek technical assistance and resources from bureaus and offices with expertise in corresponding areas.
- 5.4 The Bureau of Planning and Sustainability will provide assistance to help all City bureaus and offices meet the requirements of this policy.
- 5.5 The Bureau of Planning and Sustainability will convene bureaus and offices to create and maintain a Citywide Policy Implementation Guide.
- 5.6 The Bureau of Planning and Sustainability will track policy implementation annually and will update the Green Building Policy every four years or as needed. Progress updates will be included in Sustainable City Government reports.
- 5.7 The Office of Management and Finance's Facilities Services will convene bureaus to share operations and maintenance best practices that support implementation of this policy.

Section 6: Exemptions

- 6.1 Each bureau and office is responsible for incorporating this Green Building Policy into its projects, capital improvements, operations and maintenance, purchasing practices, and staff training. Projects that cannot meet the policy requirements due to size, function, or building and zoning regulations may request exemptions from the bureau or office's Commissioner-In-Charge, but will incorporate green building measures to the maximum extent possible.

Appendix A — Ecoroof Information and Exemption Checksheet

Background

Ecoroofs are living, breathing, vegetated roof systems that provide a sustainable alternative to conventional roofing. They are part of a growing worldwide effort to promote sustainable development and reduce the negative impacts from buildings on air, water, energy and the earth. Ecoroofs are used extensively in other countries, especially in Europe. Even though they are a relatively new approach to roofing in the U.S., they are catching on. Green Roofs for Healthy Cities estimates that in 2012 alone, more than 20 million square feet of ecoroof were constructed in the U.S. As of August 2014, there are 436 ecoroofs in Portland covering nearly one million square feet of rooftop and managing close to 23 million gallons of stormwater per year.

Benefits

Ecoroofs provide a variety of environmental and human health benefits including:

- Reducing stormwater runoff peak flow and alleviating local stream flooding.
- Reducing impacts on aging and undersized sewer infrastructure.
- Reducing stormwater runoff temperature and pollutant loads.
- Extending the life of a roof to 40 years versus 20 years.
- Helping to cool urban areas.
- Insulating buildings and saving energy and money.
- Capturing and holding carbon and improving air quality.
- Providing habitat for insects and birds.
- Providing area for greenspaces, therapeutic gardens and roof top agriculture.
- Incorporating aesthetic features, art and nature.
- Creating new jobs and supporting local industry.
- Qualifying for LEED credits.
- Qualifying for stormwater fee discount.
- Qualifying for Portland Floor Area Ratio (FAR) bonus.

Stormwater Management Manual Compliance

The Stormwater Management Manual (SWMM) requires new development to retain stormwater on-site as much as possible. An ecoroof is considered an impervious surface reduction approach. For new construction, an ecoroof that covers the entire structure means the project meets the SWMM and no further stormwater facility sizing calculations or other design considerations are needed.

Costs and Benefits

When comparing the cost of an ecoroof to the cost of a conventional roof or an ENERGY STAR roof, you must determine the cost of the "green" portion of the roof. This portion includes a drainage layer, growing media and vegetation. Ecoroofs can cost more initially, but they can save money over the life of the roof. A cost/benefit analysis conducted by ECONorthwest for the Bureau of Environmental Service concluded that an ecoroof on a publically-owned structure begins to save money immediately. At year 20, the cost of the ecoroof breaks even. The Cost/Benefit Report is viewable at <https://www.portlandoregon.gov/bes/article/261053>.

Another study, conducted by ARUP for the United States General Accounting Office, found ecoroofs pay back in 6.2 years. The study is available at [http://www.gsa.gov/portal/mediaId/158783/fileName/The Benefits and Challenges of Green Roofs on Public and Commercial Buildings.action](http://www.gsa.gov/portal/mediaId/158783/fileName/The%20Benefits%20and%20Challenges%20of%20Green%20Roofs%20on%20Public%20and%20Commercial%20Buildings.action).

Sometimes a building will require structural upgrades to be able to hold the added weight of an ecoroof. The structural upgrade may not be prohibitively expensive. For example, a new, five-story wood frame apartment building in the Pearl District was redesigned to have an ecoroof with an added structural cost of only \$1.60 per square foot of roof area.

Structural Capacity

For re-roofing existing facilities, the range of structural improvements have varied widely. For example, no structural upgrades were required for the Portland Building ecoroof. Other existing buildings may require extensive structural upgrades, resulting in a prohibitively expensive ecoroof. You most likely will have to hire a qualified professional to get structural information about a building. This expertise is often required for seismic and other permit-related issues.

The Office of Management and Finance (OMF) prepared a report on several buildings evaluated for ecoroofs. View the document at <http://www.portlandoregon.gov/bes/index.cfm?&a=287490>

Maintenance

All roofs require maintenance. Ecoroofs need to be checked for trees and excess weeds in early summer. Depending on the design and plant material, an ecoroof may require irrigation for the first few years as the vegetation gets established. Proper design and operation of an ecoroof can minimize weeds. A maintenance plan will describe the routine maintenance that is needed to keep the ecoroof in excellent condition.

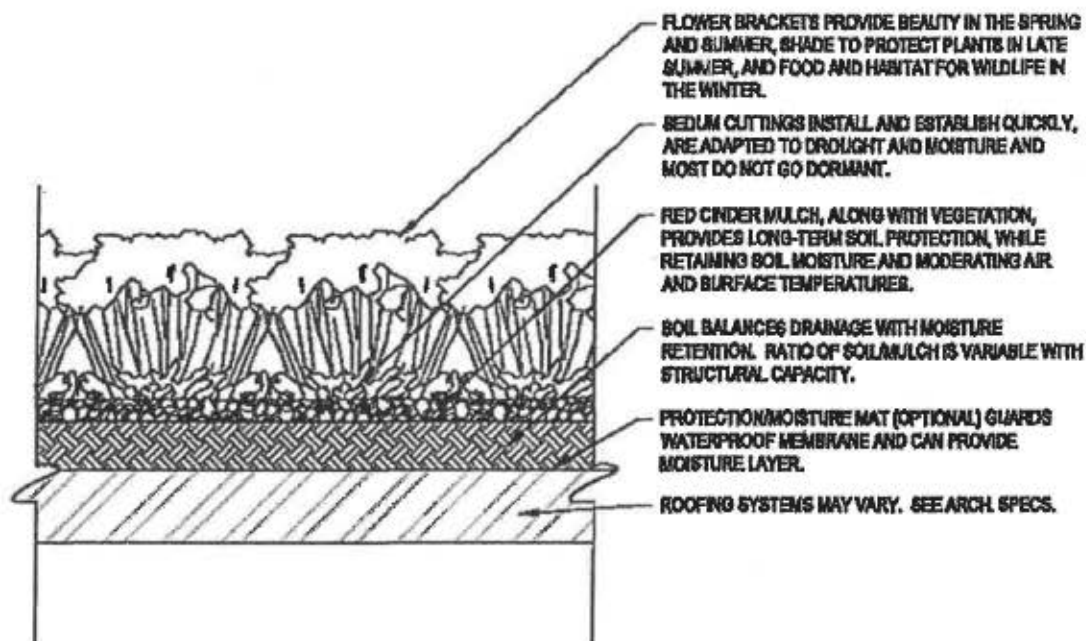
Design

It is best to design a new building that can hold the additional weight of an ecoroof. Even if an alternate roofing material is used initially, design and construct the building to hold an ecoroof since a building can easily be retrofitted with an ecoroof in the future.

If the facility has formal historic designation, then the Historic Landmarks Commission and/or design review may be required. Working on a designated historic building does not preclude using an ecoroof. If it is not desirable to see the ecoroof on an historic building, then it can be designed with low-growing vegetation that will not be visible from ground level.

Red Cinder Design

The Bureau of Environmental Services (BES) developed a design for a low-cost, low-maintenance ecoroof that requires little or no irrigation. This design uses red cinder rock as mulch to retain moisture in the soil during hot summer months and to suppress weed growth. Three of BES' pump stations have a red cinder ecoroof. These roofs have never been irrigated, and minimal weed pulling is the only maintenance that has been done. The design guidelines are online at <https://www.portlandoregon.gov/bes/article/464519>.



Typical Cross Section of BES Red Cinder Ecoroof

Technical Assistance

Many resources related to ecoroofs exist. Check the BES ecoroof web page at www.portlandoregon.gov/ecoroof for technical information and manuals, instructional videos, links to local and national research programs, websites, educational tools, and events. BES staff is available to help with your ecoroof project. Contact Amy Chomowicz at 3-5323, or amy.chomowicz@portlandoregon.gov.

Ecoroof Exemption Checksheet

The project manager must complete and sign this checksheet before designs are finalized to meet the intent of Green Building Policy. Please send a copy of this form to: BES Sustainable Stormwater Program 106/1000.

Project Name: _____

Site Address: _____

Project Manager name/title (City bureau/office): _____

Project architect of record (firm): _____

Section I. Project Elements

Building type (e.g. commercial, industrial, warehouse, pump station, residential)

Building area: _____

Ecoroof area: _____

Roof slope: _____

Is the ecoroof visible from the street? Yes ____ No ____

Are you using the red cinder design? Yes ____ No ____

Brief description of the project and/or the ecoroof:

For existing structures

Can the existing structure hold additional weight? If yes, how much? _____

If the building needs to be upgraded to hold additional weight, what is the cost of the upgrade?

Section II.

Please complete the following section to determine if your project is exempt from having an ecoroof.

New construction:

- ☐ Project roof is less than 500 sf
- ☐ The project is single family residential, or, if multi-family, has fewer than 4 units
- ☐ The roof slope is greater than a 5 x 12 pitch (22 degrees)

For existing structures:

- ☐ Project roof is less than 500 sf
- ☐ The project is single family residential, or, if multi-family, has fewer than 4 units
- ☐ The roof slope is more than a 5 x 12 pitch (22 degrees)
- ☐ The existing structure cannot hold additional weight, and/or the cost of structural upgrades is excessive

If one or more boxes in Section II are checked, then the project is encouraged, but not required, to have an ecoroof. If requesting an exemption, have the bureau or office director and Commissioner in Charge sign here:

Signatures:

Bureau/Office Director

Date

Commissioner in Charge

Date

Appendix B — Bird-friendly Building Design and Management Practices Checksheet

Background

Portland sits on the Pacific Flyway, a major north-south flight route extending from Alaska to South America. The City is home or a critical stopping point for more than 200 species of birds. Many of these bird species are in decline due to multiple risk factors. Structural hazards are a primary threat to both resident and migratory birds, ranked second as a mortality factor after habitat destruction. It is estimated that between about 500 million to 900 million birds die each year from window strikes in the United States alone. The Audubon Society of Portland has conducted studies documenting that bird collisions kill a diverse array of bird species in the city, including species in decline.

In 2003 the U.S. Fish and Wildlife Service selected the City of Portland as a pilot project city for the Urban Conservation Treaty for Migratory Birds Program, which included a focus on reducing hazards to migratory birds. Portland has since developed a Bird Agenda that recommends mitigation efforts, including bird-friendly building guidelines. In partnership with Audubon, the U.S. Fish and Wildlife Service and the American Bird Conservancy, the City has sponsored the development of Resource Guide for Bird-Friendly Building Design for Portland. The Resource Guide includes extensive recommendations to reduce the risk of bird mortality from collisions with buildings and fatal light attraction. It also notes that there are opportunities to increase energy efficiency and help meet LEED certification requirements by incorporating bird-friendly design approaches. And the Resource Guide provides information about other cities, including Chicago, San Francisco, Toronto and New York, which have adopted regulatory and/or voluntary bird-friendly building guidelines and Lights Out programs.

In October 2013 the City Council adopted Resolution 37034 directing City bureaus and offices to explore opportunities to integrate Bird-Friendly Building Design into the City policies, plans, and programs, including updates to Portland's Comprehensive Plan, Central City Plan, and the City's Green Building Policy.

Goals of the policy include:

1. Reduce bird collisions with buildings and other structures, and avoid construction-related impacts on nesting birds.
2. Carry out City Council direction to advance bird-friendly building design and building management practices through City plans and policies, including the Green Building Policy (Resolution 37034, October 2, 2013).
3. Demonstrate leadership and join other progressive cities in adopting bird-friendly design guidelines.
4. Apply the principles and tools of the Resource Guide for Bird-friendly Building Design, Portland Oregon, First Edition, July 2012, and Guidance: Avoiding Impacts on Nesting Birds during Construction and Revegetation Projects, Version 2 October 2010, to City sponsored projects.
5. Build awareness of bird collision risks and options to reduce them, as well as ways to avoid liability under the Migratory Bird Treaty Act.
6. Support market development for bird-friendly building and lighting materials.

The Bird-Friendly Building Design Checksheet is intended to:

- Reflect accepted tools and practices to reduce risks of bird collision.
- Be clear and simple to implement.
- Be relevant and applicable to the project scale, design, location and feature-specific hazards.
- Provide opportunities to meet multiple project-related requirements and design/performance objectives (e.g., energy efficiency).
- Support other City goals.

The project manager and project architect of record must complete and sign this checksheet to meet the intent of Green Building Policy. Completed checksheets must be retained in the project file.

Project name: _____

Site address: _____

Project manager name/City bureau/office: _____

Project architect of record (firm): _____

Applicability

Please complete sections I and II below to determine if the bird-friendly building design measures outlined in the remainder of the checksheet are required for your project.

I. Project scale and key project elements. (check all that apply)

- ☐ The project includes one or more structures with a footprint of more than 500 square feet
- ☐ The project includes one or more monopole structure
- ☐ The project includes one or more wind energy facilities

NOTE: If NO boxes in section I are checked, the measures outlined in this appendix are encouraged but are not required to meet the policy. You may sign the checksheet at the end of Appendix B.

II. LEED Pilot Credit 55. Projects qualifying for the LEED Pilot Credit 55: Bird Collision Deterrence meet the policy.

If this project will qualify for LEED Pilot Credit 55, please check the box below and sign the checksheet at the end of Appendix B with LEED Pilot Credit 55 documentation.

- ☐ This project is being designed to qualify for the LEED Pilot Credit 55, Bird Collision Deterrence.

Bird-friendly Building Design and Management Practices – Checksheet

Required measures

A. Window Treatments (check at least one box as instructed below)

This section applies to projects with at least 10 percent exterior glass, sky-bridges or atriums with exterior glazing, or glass railings.

To reduce reflectivity and make exterior glass visible to birds, apply at least one of the following treatments to at least 90 percent of new windows or other exterior glass i) between the ground and 60 feet above the ground, and ii) for one story above a vegetated roof. This section is not required for single family residential homes. For non-single family residential projects with less than 50 percent exterior glass this section applies only to exterior glass on the ground floor and to the first story above a vegetated roof.

If project does not meet these criteria write NA here ____

- ☐ Non reflective, opaque or translucent glass
- ☐ Glass that reflects ultraviolet light (which birds can see), such as Ornilux.
- ☐ Glass that has photovoltaic cells embedded, such as IQ Glass or Voltalux.
- ☐ Application of patterns (e.g., dots, stripes, images, abstract patterns) to exterior (first outside facing) glass surfaces. Patterns may be etched, fritted or in films. Spaces between pattern elements must be no more than two inches horizontally and four inches vertically, or both, i.e. patterns must conform to the "two by four" rule.
- ☐ External screens, decorative grills, screens, netting, louvers, shutters or exterior shades placed as close to the outside glass surfaces as possible, with openings that meet the "two by four" rule.

B. Reducing Light Attractants (all measures apply unless not applicable — check each box or write NA on the box)

- ☐ Minimize exterior lighting.
- ☐ No up-lighting or light beams.
- ☐ Install full cut off, shielded, or directional lighting to minimize light spillage, glare, or light trespass.
- ☐ Install time switch control devices, occupancy sensors, or non-emergency interior lights that can be programmed to turn off during non-work hours or otherwise designated hours.

C. Use best available science to select light intensity, color, and flash frequencies that reduce bird hazard if complying with federal aviation safety requirements.

If applicable, describe: _____

Additions or exterior alterations to existing development, may comply with section A. or B. above by retrofitting existing windows or light fixtures if to do so will more effectively reduce hazards to birds. If retrofit is selected, describe proposal and rationale here:

D. Additional measures (check the box on each line or write NA on the box)

- ☐ Mirrored glass, exterior mirrors or mirroring materials are not allowed in building or landscape design.
- ☐ Minimize the number and co-locate rooftop antennas and other rooftop structures.
- ☐ Wind generators must appear solid when in motion.
- ☐ Tower structures must not include guy wires.
- ☐ Bird attractants (exterior/interior landscaped areas, vegetated roofs, water features) may not be placed where they could be reflected in, or be viewed through, exterior glass unless the glass incorporates bird-friendly treatments (see Section A above).

E. Avoid adversely affecting nesting birds (required per federal Migratory Bird Treaty Act) (check the box)

- ☐ Schedule timing construction-related activities (e.g., vegetation removal, site preparation, demolition) and other steps as suggested in the BES Terrestrial Ecology Enhancement Strategy Guidance.

Description (optional):

Best Management Practices (optional and encouraged – check all that apply)

The following BMPs are intended to promote bird safety through construction practices and building operation/site and management.

- ☐ Extinguish nighttime non-security architectural illumination treatments during the spring (February 15 to May 31) and fall (August 15 to November 30) bird migration periods.
- ☐ Distribute educational materials on bird-friendly practices to building managers and occupants.
- ☐ Install interior blinds, shades or other window coverings in windows with clear glass on the ground floor, visible from the exterior, as part of the construction project contract, lease agreement or CC&Rs.
- ☐ Install exterior screens on windows that open in residential projects.
- ☐ Request employees to turn off task lighting at work stations and draw office window coverings at end of the day.
- ☐ Schedule maintenance activities to occur during the day, or conclude before 11 p.m. if possible, and avoid maintenance activities that could cause disturbance during nesting seasons.

Authorized Signatures for Appendix B - Bird-friendly Building Design and Management Practices Checksheet

The signed and dated checksheet must be kept on record in the project file.

Project manager

Print name and City bureau/office

Project manager signature

date

Project architect of record

Print name and firm

Project manager signature

date

Appendix C — Space Allocation Standards and Space Planning Guidelines

Space Allocation Standards

Space Allocation Standards are a tool to assist the City in making better decisions about effective and efficient planning of their office needs. These guidelines support the implementation of green building strategies used by third-party certifications such as LEED and Earth Advantage. These standards aim to use space more efficiently – saving costs, reducing energy and allowing for material reuse. The standards also promote indoor environmental health by improving ventilation and retaining access to views and daylight. These standards are designed to help develop a flexible work environment that is able to respond to change, meet the needs of employees and the public, enhance communication, and improve efficiency and productivity.

There is supportable evidence that the implementation of proposed space allocation standards, based on industry best practices for both private and government organizations, can provide the City sufficient office space for the next five years in City-owned buildings.

The proposed allocation standards do not change in size from the existing standards, but further definition is provided to assist in consistent implementation. In addition, guidelines for space planning are also provided.

Workstation type	Dimensions	Total square footage	Notes
Private Office – Director	20x12	240 sf	
Private Office – Manager	10x12	120 sf	
Open Workstation – Standard	8x8	64 sf	
Open Workstation – Large	8x10	80 sf	For supervisors and managers
Open Workstation – Small	6x6	36 sf	Configured for inspectors, interns, and other "fly-in" uses
Conference Room – Director (dedicated)	Varies	Greater than 240 sf	
X-Large Conference (shared)	28-40 person	Varies	
Large Conference Room	20-24 person	Greater than 240 sf	
Medium Conference Room	12-16 person	240 sf	
Small Conference Room	4-6 person	120 sf	

The space allocation workspace standards should be considered a maximum space allowance.

Space Planning Guidelines

General

- Limit full height walls; provide open flexible areas for efficiency.
- Private offices, Storage, Copy Rooms, Lactation Rooms, Equipment Rooms, Training Rooms, Interview Rooms, and other rooms with full-height walls are located in the building center or core.
- Modular sizes allow future flexibility – private offices and conference/support spaces are interchangeable over time.
- **Lunchroom/Breakroom** – provide one lunchroom for each floor of office space.
- **Lactation Room** – provide one lactation room for each Bureau and or one for every two floors (preferably for each floor of office space).
- **Copy Room(s)** – provide enclosed ventilated room in the building core on each office floor.
- **Special Program Requirements** – consider best location; group similar functions as possible (Locker Rooms, Showers, Exercise Rooms); full-height walls are located in the building center or core.

Private Offices

- Director Office – located at building core; dedicated Bureau Conference Room – located adjacent to Director Office at building core.
- Manager Office - located at the building core; private office provided for managers who are responsible for work of a sensitive nature on a daily basis including personnel, legal and other confidential issues.

Open Office Areas

- When possible, locate filing/equipment adjacent to building core.
- Standard open office workstation design is based on 8'x8' module.
- 8'x8' module can accommodate a number of different workstation layouts for both focused individual workspaces and open collaborative workspace.
- 8'x8' modules can be arranged in groups of 4, 6, and 8 for best circulation.
- Workstation groups are planned so that views to the exterior are possible from main circulation aisles for all; secondary circulation is 90 degrees to the exterior walls.
- Open office workstations are located in open areas with access to exterior windows.
- Workstations must be planned to allow 3' minimum circulation space along the exterior window walls.
- Panel heights to be no higher than 54". If higher panels are needed, consider sections above 54" to be transparent/translucent.

Implementation

Office of Management and Finance Facilities Services is tasked with overseeing the implementation of a Space Master Plan. It is their responsibility to attempt to achieve a balance between agency program needs, and efficient effective design solutions. Further, it is their responsibility to promote equity between bureaus in the utilization and quality of space.

Standards do not entitle employees to specific workstation sizes but rather it is a method for determining the overall requirements of a group and for determining how the space should be allocated. Actual individual workspace allocations are based on functional space requirements, the priorities of the organization and the total space within the budget which is available.

Exceptions

These proposed Office Space Standards are guidelines, and it is recognized that there will be exceptions, and that there will be specific program requirements which are not addressed in the standards.

To request exceptions from the Space Allocation Standards, the organization should document the requirements for space in excess of the standard using specific Bureau mission requirements. Benchmarking with other organizations performing similar functions to ensure the allocation of space requested is encouraged.

Requests for exceptions should first be reviewed and approved by the affected Manager or Director, and then should be submitted in writing to Facilities Services. Facilities Services will review the request in light of the overall City Space Master Plan.



PORTLAND PARKS & RECREATION

Healthy Parks, Healthy Portland

March 15, 2019

Requirements of the Work Final deliverable Construction CAD Documents

- ATTACHMENT D
1. Each drawing sheet shall be individual document files. This also includes separate base (existing condition) and design (proposed condition) files.
 2. The final format for each map shall be either Microstation's ".dgn" format, Version 7 or later or AutoCAD ".dwg" format, Release 2012 or earlier.
 3. Each drawing border shall be scaled according to the scale shown on the drawings so that the final digital product is at a 1:1 scale (i.e. 1' in drawing = 1' in real world).
 4. Information on each drawing shall be separated into distinct 'levels' according to the level standards provided. Level tables, Seed (proto type) files, Font library and color table will be provided in electronic format.
 - a. Information on each drawing will be separated into distinct DGN/DWG files according to the Level Standards provided; bm-facil.dgn, bm-site.dgn, and, bm-util.dgn. Level tables are provided for each of the required files.
 - b. These files shall be separated into distinct directories that indicate the category of information being stored. For example, all existing condition information shall be in a directory called **base**. All proposed design information should be in a directory called **design**. And all construction documents should be in a directory called **sheets**.
 - c. Contour elements, fence lines, retaining walls, tree and shrub lines, etc. must be connected strings or chains and not individual lines. Buildings must be closed shapes and not individual lines. Patterns must be 'associated' with closed shapes. All cell libraries or custom line styles created for this work shall be submitted with final drawing files.
 5. Symbols shall be either cells (MicroStation) or blocks (Autocad). No shape files will be accepted for symbol representation. No proxy entities (3rd Party Software) should be present in final deliverables.
 6. Acceptable fonts for Autocad and MicroStation drawings shall be **Calibri**.
 7. Final products are to be delivered via e-mail/FTP/CD-Rom or DVD. Each CAD document should be delivered in a ZIP file including all xref, fonts, symbols, and other supporting documents used to create each sheet. Also include all supporting documents used during the project design, and also include full size PDF documents of permitted construction document. No third party dependent or proxy elements are to be delivered in the final set of drawings.
 8. For questions regarding format, content, standards or other requirements call Greg McGowan at 823-5458.

Administration

1120 S.W. 5th Ave., Suite 1302
Portland, OR 97204
Tel: (503) 823-7529 Fax: (503) 823-6007

www.PortlandParks.org
Nick Fish, Commissioner
Adena Long, Director



Sustaining a healthy park and recreation system to make Portland a great place to live, work and play.



Forest Park

Attachment E

Trail

Wildwood

Pittock Mansion



NW Pittock Dr.

NW Valle Vista Terrace

NW Verde Vista Terrace

Wildwood

Valle Vista Trail

Verde Vista Trail

Temporarily Closed

West Burnside Road

Segment of Wildwood Trail Temporarily Closed

Open Trails

TH Trailhead

Restrooms

SW Fischer Lane

White Pine Trail

Wildwood

Wildwood

Trail

Creek Trail

Redwood Trail

Blvd.

SW Fairview

Hoyt Arboretum





PORTLAND PARKS & RECREATION™

Healthy Parks, Healthy Portland

Community Engagement Plan

Barbara Walker Bridge

Drafted May 2018, updated December 2018

Communications Goals:

- **Provide information to public on bridge construction including:**
 - Benefits of bridge
 - Construction impacts
 - Tree removal
 - Road closure
 - Trail closures
 - Powerline relocations
 - Stream impacts (Erosion control) and wildlife impacts
 - Closure and permanent decommissioning of northern trail spur
 - Gravel Shoulder closure during construction
 - Permanent Removal of Gravel Shoulder
- **Inform community of name "Barbara Walker Pedestrian Bridge" –**
- **Tools**
 - Website (PPF develops, manages and updates content – PP&R creates link to PPF site)
 - Public Meeting
 - Groundbreaking event
 - Signs (trail closures)
 - Email notification
- Ensure Forest Park Conservancy, Pittock Mansion Society and Hoyt Arboretum Friends are well informed. This closure will impact their staff and their users
- No detour language will be provided
- Advance notice signs at trailheads in Washington and Forest Parks
- Signs closures and nearby trailheads
- Hoyt Visitors Center before making the hike to Pittock, will be a key resource in getting the word out.

Administration

1120 SW 5th Avenue, Suite 1302

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PORTLANDPARKS.ORG

Nick Fish, Commissioner

Adena Long, Director



Sustaining a healthy park and recreation system to make Portland a great place to live, work, and play.

ATTACHMENT F

- Internal PP&R staff and programs (Westside NA Team, Washington Park Maintenance Zone, Rangers both in Forest Park and Washington Park, our Environmental Education staff who run camps out of Hoyt Arboretum and often walk campers to Pittock Mansion)
- To try to intercept people before they visit we reached out to the following websites for the FP Bridge project (Maija Spencer may have some insight into the effectiveness of this):
 - Trail Run Project (REI)
 - Hiking Project (REI)
 - AllTrails.com

MILESTONE	DATE	COMMS (TARGET AUDIENCE)	NOTES
<i>BEFORE CONSTRUCTION</i>			
Prep materials, messages, tools	February 2019	FFP update website with the following information: <ul style="list-style-type: none"> • Project Schedule • Images, maps • Impacts • Place for comments/questions • Date, time, location of public meeting PP&R Create link to PPF website PP&R edit, support development of materials and messages	<i>Need to finalize grant agreement</i> done
Communications coordination	February/ March 2019	Meet with PPF; forest park staff; PPR Staff to go over communication plan, talking points, media strategy	done
	Month prior to meeting	<ul style="list-style-type: none"> • Notifications of meeting • Project updates sent out to lists 	Done
Public Meeting	January 2019	Outcomes: <ul style="list-style-type: none"> • Overview of project – history – benefit • Impacts • Answer questions • Capture concerns 	Done

Groundbreaking	March 21, 2019	Signs up Email update Invitations to event Name Dedication?	Work with Mark Ross
Signage Plan Implemented	March 18, 2019	All signs and communications delivered, installed and implemented	
– Fences up, trails closed - Construction Begins	March 2019	Trail closure maps and fliers for distribution at WA Park venues, visitor centers (Pittock Mansion and Hoyt specifically), Travel Portland, Travel Oregon	I am calling it the beginning of construction once the public use of the space is changed
		Constructions updates to be provided to established list on an ongoing basis – schedule to be developed based on construction schedule	
Grand Opening	Begin planning three months prior to completion of construction	Funded by developer - PPF Name unveiling – dedication, plaque	

Parks Provided the following information to PPF for guidance and information:

- An example of PP&R website link to the Cully project page available on <https://www.portlandoregon.gov/parks/43290>
 - Cully link available on Thomas Cully listing under Park and Facility Projects, see below for snippet:
 - [Spring Garden Park](#)
 - [St. Johns Community Center](#)
 - [Thomas Cully Park](#)
 - [Ventura Park](#)
 - [Washington Park Master Plan Update](#)
- An example of PP&R website announcement/update on Cully Park project:
<https://www.portlandoregon.gov/parks/article/591668>
- Verde: Let Us Build Cully park website (please note though that they had a different website during the design phase so this website is after design phase is complete):
<https://letusbuildcullypark.org/>
- Verde : Let Us Build Cully park website for Events:
<http://letusbuildcullypark.org/events-news/>

DUNIWAY PARK PROJECT:

- Duniway Park PP&R website:
<https://www.portlandoregon.gov/Parks/68563>
- An example of PP&R website announcement/update on the Duniway Park project:
<https://www.portlandoregon.gov/PARKS/article/641847>
- Meeting material/Project milestone example for Duniway Park:
<https://www.portlandoregon.gov/Parks/article/548431>

OTHER EXAMPLES OF COMMUNICATIONS:

Here is an example of the kind of email communication you would want to do for something like a trail closure (you will want to design your own formats).

Decking repairs coming to three Forest Park bridges
Lower Macleay Trail temporary closure begins on Monday, March 5, 2018
Photo attached is courtesy of Portland Parks & Recreation, Portland, OR



PORTLAND PARKS & RECREATION™

Healthy Parks, Healthy Portland



Forest Park bridge work continues.

The initial decking material we received for three bridges in Forest Park did not meet Portland Parks & Recreation (PP&R)'s quality standards. PP&R, the consulting design team, contractor, and material supplier have since sourced a better product, and new bridge decking will be installed on all three bridges this spring.

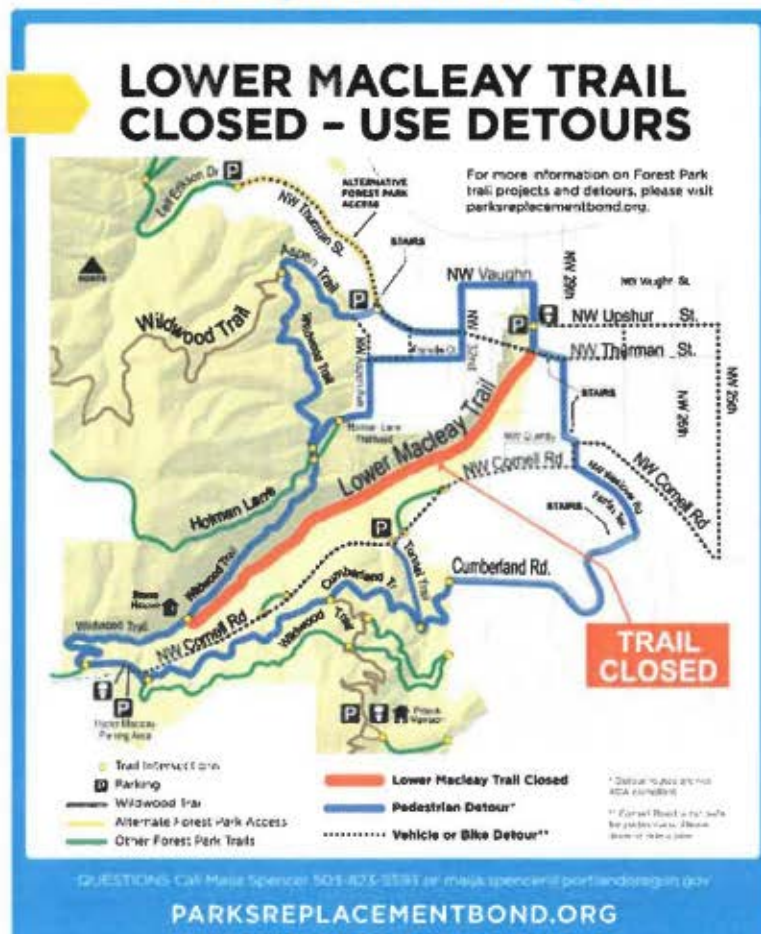
Lower Macleay

Light work has begun on the trail this week. **The trail will be closed for 2-3 weeks beginning Monday, March 5, 2018** to install the replacement decking material and put the finishing touches on the bridge. During this time, the trail will be closed from Lower Macleay Trailhead to the Wildwood Trail (at the Stone House). The Stone House will be accessible via the Wildwood Trail. **Check out the detour map.**

Maple and Wildwood Trails

The decking installation is complete. The contractor will be onsite this week to install finishing details on the bridges, but the trails remain open for use.

Parks Replacement Bond Project



More information

New bridges are replacing old bridges at three locations on the Lower Macleay, Maple, and Wildwood Trails. Thank you Portland, for funding this work with your support of the **Parks Replacement Bond**! This project is also part of the **RENEW Forest Park Initiative**, a 20-year initiative to improve Forest Park.

We will continue to provide regular updates on trail detours and closures as construction progresses. Check the **project webpage** for updates.

Questions?

Maija Spencer, Parks Bond Community Engagement
503-823-5593 | maija.spencer@portlandoregon.gov

PORTLANDPARKS.ORG
503-823-PLAY (7529)

SAMPLE CONSTRUCTION SIGNAGE (Your contractors will likely have their own formats)

Parks Replacement Bond Construction Project



LENTS PARK PLAYGROUND

This playground is being fully renovated. During its closure, other playgrounds are available at the following nearby parks: Bloomington, Ed Benedict, Essex, Glenwood, and Mt. Scott.

CONSTRUCTION SCHEDULE

Work begins: Spring 2017
Completed: Fall 2017

Project Designer: PLACE
General Contractor: Reimore Construction, LLC



PROJECT QUESTIONS - Contact Maija Spencer at
503-823-5593 or maija.spencer@portlandoregon.gov

PARKSREPLACEMENTBOND.ORG



PORTLAND PARKS & RECREATION
Healthy Parks, Healthy Portland

COMMISSIONER AMANDA FRITZ
DIRECTOR TIM ABBATE



Parks Replacement Bond Construction Project



RIEKE FIELD REPLACEMENT

This project will replace the existing turf field with new synthetic turf. Work also includes improved drainage, new field furnishings, and a drinking fountain.

CONSTRUCTION SCHEDULE

Work begins	June 2017
Completed	September 2017

Project Engineer	David Evans and Associates, Inc.
General Contractor	K&E Excavating, Inc.
Field Contractor	FieldTurf USA, Inc.

PROJECT QUESTIONS - Contact Maya Spencer at 503-822-5593 or maya.spencer@portlandoregon.gov

PARKSREPLACEMENTBOND.ORG



PORTLAND PARKS & RECREATION™
Healthy Parks, Healthy Portland

COMMUNICATOR ANANDA FRIEL
DIRECTOR MISS ABBOTT





City of Portland, Oregon
Bureau of Development Services
Land Use Services

FROM CONCEPT TO CONSTRUCTION

Ted Wheeler, Mayor
 Rebecca Esau, Director
 Phone: (503) 823-7300
 Fax: (503) 823-5630
 TTY: (503) 823-6868

www.portlandoregon.gov/bds

RECORDER

Please stamp the County Recorder's copy of the recording sheet and return with the attached decision to City of Portland, BDS 299/5000/BDS LUR

Please bill City of Portland, Account #1113

Multnomah County Official Records
 E Murray, Deputy Clerk

2019-009089



\$131.00

02249111201900090890120124

01/24/2019 02:58:21 PM

2R-L U A

Pgs=12 Stn=28 HAK

\$60.00 \$11.00 \$60.00

Date: January 7, 2019
To: Interested Person
From: Stacey Castleberry, Land Use Services
 503-823-7586 / Stacey.Castleberry@portlandoregon.gov

NOTICE OF A TYPE II DECISION ON A PROPOSAL IN YOUR NEIGHBORHOOD

The Bureau of Development Services has approved a proposal in your neighborhood. The mailed copy of this document is only a summary of the decision.

The reasons for the decision are included in the version located on the BDS website

<http://www.portlandonline.com/bds/index.cfm?c=46429>. Click on the District Coalition then scroll to the relevant Neighborhood, and case number. If you disagree with the decision, you can appeal. Information on how to do so is included at the end of this decision.

CASE FILE NUMBER: LU 18-144362 EN

GENERAL INFORMATION

Applicant: Portland Parks Foundation | Jeff Anderson
 1500 SW First Avenue, #760 | Portland, OR 97201
 503.445.0994 | janderson@portlandpf.org

Representative: Pacific Habitat Services | Tina Farrelly
 9450 SW Commerce Circle, Suite 180 | Wilsonville, OR 97070
 KPFF Consulting Engineers | Craig Totten
 111 SW 5th Avenue, #2500 | Portland, OR 97204

Owner's Representative: City of Portland/ Capital Project Manager, Asset & Development
 Robin Johnson Craig
 1001 SW 5th Avenue, Suite 2200 | Portland, OR 97204

Owner: Metro
 600 NE Grand Avenue | Portland, OR 97232-2736
 City of Portland
 1120 SW 5th Avenue, #1302 | Portland, OR 97204-1912

Attachment 7

Party of Interest: Shiels Oblatz Johnsen, Inc., Kimberly Knox
1140 SW 11th Avenue, #500 | Portland, OR 97205

Site Address: Wildwood Bridge over West Burnside Road between Pittock Acres Park & Hoyt Arboretum

Legal Description: TL 100 7.58 ACRES, SECTION 32 1N 1E; TL 200 26.02 ACRES, SECTION 32 1N 1E

Tax Account No.: R941320370, R941321350

State ID No.: 1N1E32CC 00100, 1N1E32C 00200

Quarter Section: 3025

Neighborhood: Hillside, contact Kevin Kohnstamm at kevin.kohnstamm@comcast.net & Arlington Heights, contact Kathy Goeddel at president@arlingtonheightspdx.org

Business District: None

District Coalition: Neighbors West/Northwest, contact Mark Sieber at 503-823-4212.

Plan District: NW Hills Plan District/Skyline Subdistrict

Other Designations: Forest Park, Pittock Acres Park, Hoyt Arboretum; Regulatory Landslide Hazard Area; *Southwest Hills Resource Protection Plan* Site 110.

Zoning: Forest Park NRMP, OS, R10, c, p, s:
Forest Park Natural Resources Management Plan;
Base zones Open Space, Residential 10,000
Overlay zones Environmental Conservation, Environmental Protection, Scenic Resource Zone.

Case Type: EN: Environmental Review

Procedure: Type II, an administrative decision with appeal to the Hearings Officer.

Proposal: The applicant, the Portland Parks Foundation, proposes a new pedestrian bridge over West Burnside Road at the Wildwood Trail crossing, to provide a safe connection for pedestrians using Forest Park's Wildwood Trail. The 30-mile Wildwood Trail is part of the region's 40-Mile Loop system, linking Forest Park to trail systems along the Columbia River to Gresham, through southeast Portland, along the Willamette Greenway, and back to the Marquam Trail in southwest Portland. The Wildwood Trail crosses several roads, including Germantown Road, NW Cornell, NW Pittock Drive, and West Burnside Road. The crossing at West Burnside Road is the busiest crossing with the fastest posted speed limit (40 miles per hour), the highest traffic volume (average of 18,000 vehicles daily), and the most lanes (3 lanes). The crossing at West Burnside lacks pavement markings and has short sight lines due to the road curvature and existing forest canopy. A bridge will provide a safe pedestrian connection over West Burnside Road.

The proposed bridge is approximately 6 feet in width and 180 feet in length. The footprint of the bridge (although it is elevated above the ground), together with the new approach-trail from the north, and grading needed for the approach ramp, will cover approximately 1,916 square feet of permanent disturbance in the environmental overlay zones. Temporary disturbance area includes proposed construction access to construct bridge footings and trail approaches, as well as to decommission segments of existing trails replaced by the new bridge, and to remove culverts from drainageways. These activities will temporarily affect approximately 12,321 square feet and these areas will be restored and replanted with native species. Six big-leaf maple trees ranging in diameter from 7 inches to 32 inches, including 2 that are dangerous or dying, will be removed. To offset these impacts, the applicant proposes to plant 10 native trees, and 217 native shrubs over 5,126 square feet of site restoration area; over 62,000 plugs of native grasses and sedges within 5,018 square feet of trail decommissioning/site restoration area; and native ground cover seeding over 6,687 square feet in the site's scenic setback from West Burnside Road.

Some design details of the proposed pedestrian bridge include:

1. **Northern trail approach:** The applicant proposes a stepped gabion wall for a length of approximately 65 feet along the south edge of the northern trail approach to support and retain the slope. The stepped gabion wall is to be constructed at the toe of the trail slope.

The design will include granular fill and a stormwater drain at the toe of slope to intercept runoff and avoid potential slip between the fill and existing site soil.

2. Storm pipe to protect northern trail approach and bridge footing: Geotechnical recommendations include collecting and removing groundwater seepage and/or springs that could be encountered in the northern trail approach excavation area and near the northern bridge footing. A new 4-inch stormwater pipe will be installed within granular backfill beneath the gabion wall. The pipe will continue south where it will be trenched into the slope south of the gabion wall and will connect directly with the existing public storm conveyance pipe on the north side of West Burnside Road. There will be no open channels or outfalls associated with the new stormwater pipe.
3. Trail decommissioning: Both the northern and southern trail segments that will be essentially replaced by the new bridge will be decommissioned. Portions will be graded to match the surrounding contours where it is possible to avoid significant trees. Existing culverts on the northern trail segment will be removed and a natural channel will be restored for Drainages 1 and 4. Native ground cover plugs are to be planted on the decommissioned trail segments, a split-rail fence will be constructed along 15 feet of the north edge of the new north trail approach, and log debris will be placed, to direct pedestrian traffic away from decommissioned trails and to help obscure the remains of decommissioned trails, discouraging unofficial trail use by the public.

South of West Burnside Road, the applicant proposes no parking signs and boulders along the gravel shoulder within the right of way, to discourage use of the decommissioned trails to the south.

4. Guardrail to protect the bridge support pier: A new guardrail will be installed in the existing gravel shoulder on the south side of West Burnside Road to protect the new southern bridge pier.

The site is within the City's Environmental overlay zones, and environmental development standards must be met to allow the work to occur by right. If the standards are not met, an Environmental Review is required. In this case, the proposed Wildwood Trail pedestrian bridge will be wider than the 4-foot trail standard width, and trees greater than 12 inches in diameter will be removed; Standards 33.430.190 B and D.1 will not be met by the proposal; therefore, the bridge project must be approved through an Environmental Review.

The site is also partially within the City's *Forest Park Natural Resource Management Plan* (NRMP) area. The proposed bridge project is identified in the Forest Park NRMP as Project RT-1S, Wildwood Trail at Burnside Street (page 183 of the NRMP). In the procedures section on page 216 of the NRMP, this project is identified as a "Use Needing Further Evaluation," subject to a Type II Environmental Review procedure.

Relevant Approval Criteria:

In order to be approved, this proposal must comply with the approval criteria of Title 33, Portland Zoning Code. A portion of the subject site lies within the *Forest Park Natural Resources Management Plan* boundary. The environmental chapter of the Zoning Code stipulates that, for that portion of the site, the *Forest Park Natural Resources Management Plan* supersedes the regulations in Chapter 430 of the Zoning Code (33.430.030). Therefore, the applicable approval criteria that apply to the bridge project include:

- *Portland Zoning Code* Section 33.430.250 C Approval Criteria for Public Recreational Facilities,
- *Forest Park Natural Resource Management Plan* Approval Criteria for "Minor Amendments" -- criteria A through D in Section A.2 on page 217 of the *Forest Park Natural Resources Management Plan*.

CONCLUSIONS

The applicant, the Portland Parks Foundation, proposes a new pedestrian bridge over West Burnside Road at the Wildwood Trail crossing, to provide a safe connection for pedestrians using Forest Park's Wildwood Trail. West Burnside Road at this location is posted with a 40 mile-per-hour speed limit, is 3 lanes wide, and has dangerously short sight lines due to road

curvature, and the public need for a safe, grade-separated pedestrian crossing for the regionally-recognized Wildwood Trail has been clearly established.

The proposed bridge deck will be six feet wide and will span 180 feet long. Approximately 14,250 square feet of the site will be disturbed for construction of the project, including removal of four trees and restoration of over 5,000 square feet of decommissioned trail (which is self-mitigating). The applicant proposes over 20,000 square feet of additional revegetation to offset these impacts.

The applicant has selected the alignment and bridge design with the least environmental impact of other practicable alternatives. Temporary and permanent impacts will be mitigated by trail and creek restoration, as well as native plantings throughout the project area. The public safety and transportation benefits far outweigh impacts associated with construction of the new pedestrian bridge for the Wildwood Trail over West Burnside Road. The applicants and the above findings have shown that the proposal meets the applicable approval criteria with conditions. Therefore, this proposal should be approved, subject to the following conditions.

ADMINISTRATIVE DECISION

Approval of an Environmental Review for construction of a pedestrian bridge over West Burnside Road, and its associated appurtenances including:

- Bridge abutments and supports;
- Trail approaches, including retaining walls, underground storm pipe;
- Trail decommissioning, including culvert removal, channel restoration, split rail fence;
- Signage, boulder placement, guard rail; and
- Geotechnical borings.

all within the Environmental Conservation and Environmental Protection overlay zones and within the *Forest Park NRMP* plan area, and in substantial conformance with Exhibits C.4 through C.14, as approved by the City of Portland Bureau of Development Services on **January 3, 2019**. Approval is subject to the following conditions:

- A. A BDS Zoning Permit is required for inspection of required tree-protection fencing, construction fencing and mitigation plantings.** The Conditions of Approval listed below, shall be noted on appropriate plan sheets submitted for permits (building, Zoning, grading, Site Development, erosion control, etc.). Plans shall include the following statement, ***"Any field changes shall be in substantial conformance with approved LU 18-144362 EN Exhibits C.4 through C.14."***

Work shall not begin on the site until a BDS Zoning Permit is obtained.

The BDS Zoning Permit for inspection of mitigation plantings (required in Condition C below) shall not be finalized until all work is completed and the Public Works permit has been finalized.

- B.** Temporary, 4-foot high, bright orange construction fencing shall be placed along the Temporary Disturbance Area, as depicted on Exhibit C.10 Construction Management Plan, to separate approved construction areas from areas to remain undisturbed.
1. All measures provided for sediment control, including sediment fencing, shall be placed inside of the approved "Temporary Disturbance Area," delineated by the temporary construction fence.
 2. No mechanized construction vehicles are permitted outside of the approved "Temporary Disturbance Area" delineated by the temporary construction fence. All planting work, invasive vegetation removal, and other work to be done outside the Temporary Disturbance Area, shall be conducted using hand held equipment.
 3. Trees shall be protected according to tree protection measures provided in Title 11 Tree Code, Chapter 11.60.030 Tree Protection Specifications, or as specifically depicted on Exhibit C.10 Construction Management and Tree Plan.
- C.** The applicant shall obtain a BDS Zoning Permit for approval and inspection of a mitigation plan for a total of 10 trees, 141 shrubs, 76 ferns and over 15,000 square feet of native grasses, sedges and ground covers, in substantial conformance with Exhibits C.12-C.14 Mitigation Plan, Plant List, and Typical Layout. Any plant substitutions shall be selected

from the *Portland Plant List* and shall be substantially equivalent in size to the original plant.

1. Permit plans shall show:
 - a. Permit plans shall show the general location of the trees, shrubs and ground covers required by this condition to be planted in the mitigation area and labeled as "new required landscaping". The plans shall include a 40-foot by 40-foot "typical", scalable planting layout for each planting zone, and shall illustrate a naturalistic arrangement of plants and should include a planting table listing the species, quantity, spacing and sizes of plants to be planted.
 - b. The applicant shall indicate on the plans selection of either tagging plants for identification or accompanying the BDS inspector for an on-site inspection.
 2. Plantings shall be installed between October 1 and March 31 (the planting season).
 3. Prior to installing required mitigation plantings, non-native invasive plants shall be removed from all areas within 10 feet of mitigation plantings, using handheld equipment.
 4. All trees removed for construction of this project, with trunks greater than 12 inches in diameter, shall be retained on the site and within the resource area of the Environmental zone.
 5. If plantings are installed prior to completion of construction, a temporary bright orange, 4-foot high construction fence shall be placed to protect plantings from construction activities.
 6. After installing the required mitigation plantings, the applicant shall request inspection of mitigation plantings and final the BDS Zoning Permit.
 7. All mitigation and remediation shrubs and trees shall be marked in the field by a tag attached to the top of the plant for easy identification by the City Inspector; or the applicant shall arrange to accompany the BDS inspector to the site to locate mitigation plantings for inspection. If tape is used it shall be a contrasting color that is easily seen and identified.
- D. The land owner shall maintain the required plantings** to ensure survival and replacement. The land owner is responsible for ongoing survival of required plantings during and beyond the designated two-year monitoring period. After the 2-year initial establishment period, the landowner shall:
1. Obtain a Zoning Permit for a final inspection at the end of the 2-year maintenance and monitoring period. The applicant shall arrange to accompany the BDS inspector to the site to locate mitigation plantings for inspection. The permit must be finalized no later than 2 years from the final inspection for the installation of mitigation planting, for the purpose of ensuring that the required plantings remain. Any required plantings that have not survived must be replaced.
 2. All required landscaping shall be continuously maintained, by the land owner in a healthy manner, with no more than 15% cover by invasive species. Required plants that die shall be replaced in kind.
- E.** Failure to comply with any of these conditions may result in the City's reconsideration of this land use approval pursuant to Portland Zoning Code Section 33.700.040 and /or enforcement of these conditions in any manner authorized by law.

Staff Planner: Stacey M Castleberry

Decision rendered by: Stacey M Castleberry on **January 3, 2019**
By authority of the Director of the Bureau of Development Services

Decision mailed: January 7, 2019.

Last date to Appeal: January 21, 2019 by 4:30 pm.

Effective Date (if no appeal): January 22, 2019. Decision may be recorded on this date.

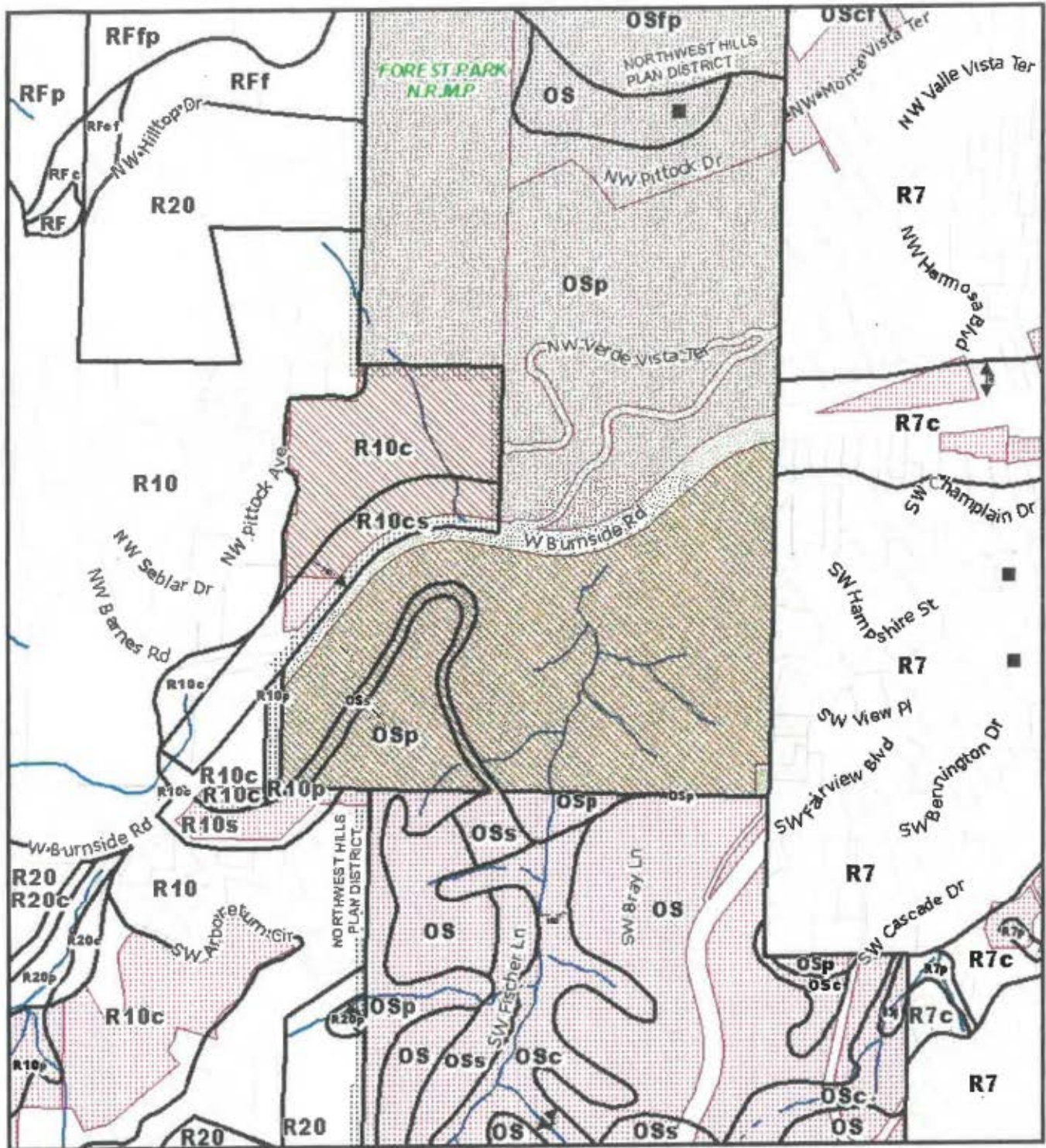
City Stamp

Kimberly Tallant, Principal Planner

City of Portland
Bureau of Development Services
1900 SW Fourth Ave, #5000
Portland, OR 97201

Date: January 22, 2019


Representative



ZONING



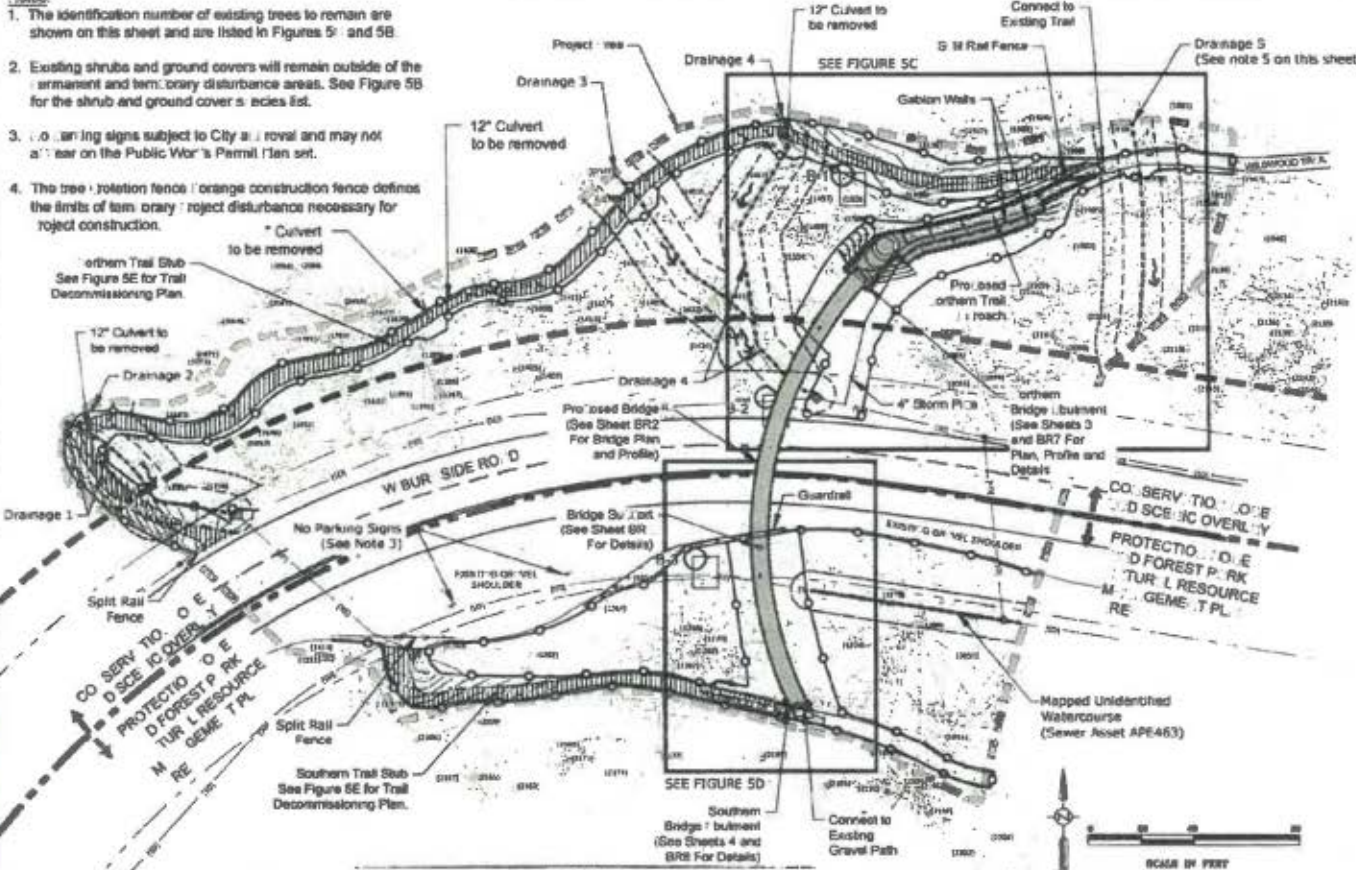
THIS SITE LIES WITHIN THE:
NORTHWEST HILLS PLAN DISTRICT
SKYLINE SUBDISTRICT

- Site
- Also Owned Parcels
- Stream
- Historic Landmark

File No.	LU 18-144362 EN
1/4 Section	3025
Scale	1 inch = 400 feet
State ID	1N1E32C 200
Exhibit	B Apr 06, 2018

Notes:

1. The identification number of existing trees to remain are shown on this sheet and are listed in Figures 5A and 5B.
2. Existing shrubs and ground covers will remain outside of the permanent and temporary disturbance areas. See Figure 5B for the shrub and ground cover species list.
3. All existing signs subject to City approval and may not appear on the Public Works Permit Plan set.
4. The tree protection fence / orange construction fence defines the limits of temporary project disturbance necessary for project construction.



Notes Continued:

5. Temporary disturbance in Drainage 5 and its Drainage Reserve and Floodway will be limited to hand installation of sediment fence and composite filter sock (shown on Figure 1). The new trail connection within the drainage reserve is within the limits of the existing trail.
6. For trail decommissioning see Figures 5E, 7 and 7-1 and Sheet 2G-2 (Details).

LEGEND

- Project Area Boundary
- Centerline of Drainage and Undertaken Watercourse
- Direction of Flow
- Drainage Reserve
- Floodway
- Scenic Corridor Setback
- Existing Contour
- Proposed Contour
- Trail Decommissioned (Trail Closure)
(Total 3.11 sf / 0.07 ac)
Conservation zone - 2,382 sf
Protection zone - 884 sf
- Permanent Disturbed Area
(Total 1,911 sf)
Conservation zone - 1,355 sf
Protection zone - 511 sf
- Tree Protection Fence / Orange Construction Fence
Temporary Disturbed Area
(Total 12,321 sf)
Conservation zone - 7,116 sf
Protection zone - 3,268 sf
- Geotechnical Boring

Exhibit C-4



Base Provided By KPF

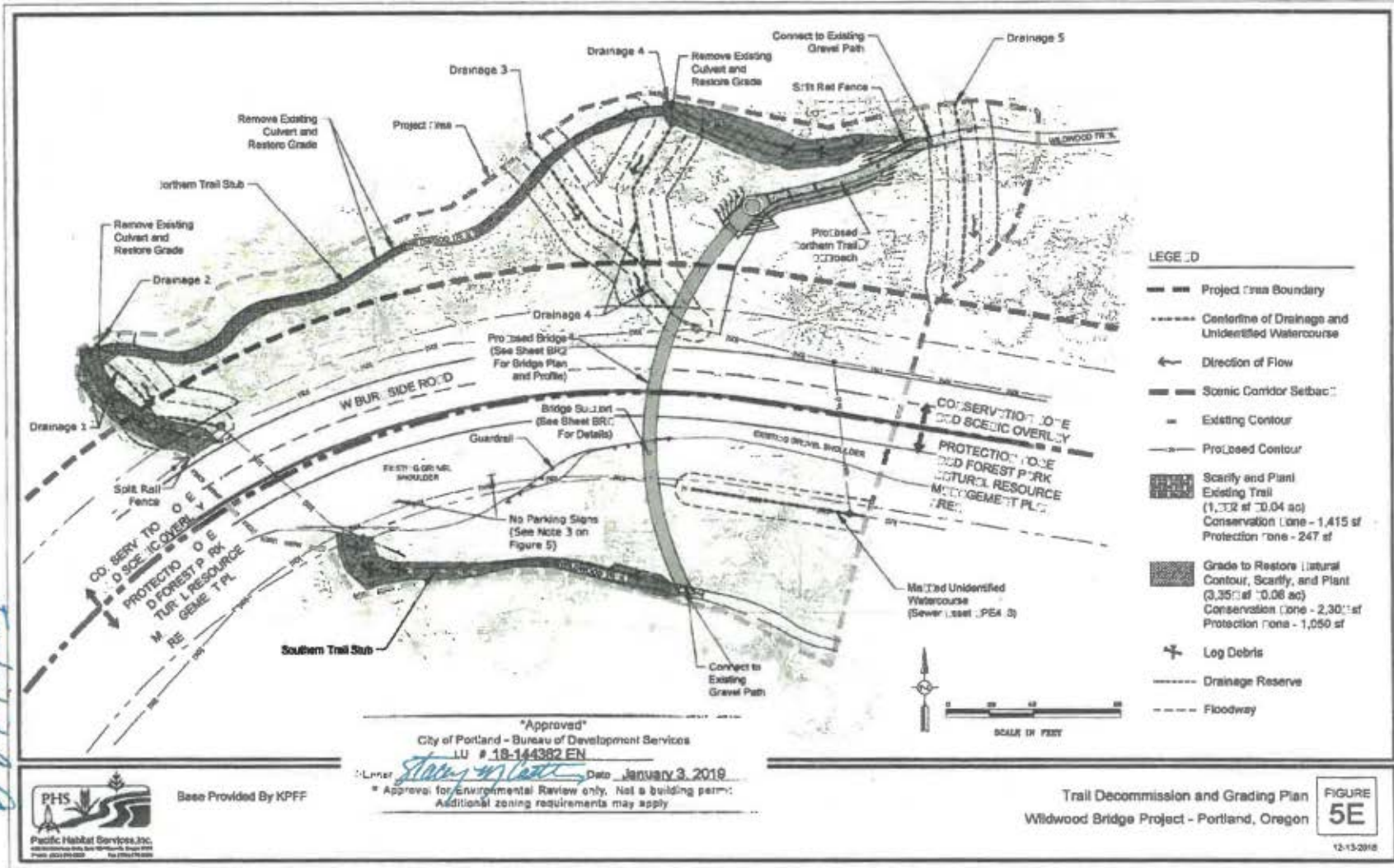
"Approved"
City of Portland - Bureau of Development Services
LU # 18-144382 EN
Date January 3, 2019
* Approval for Environmental Review only. Not a building permit.
Additional zoning requirements may apply.

Proposed Site Plan
Wildwood Bridge Project - Portland, Oregon

FIGURE
5

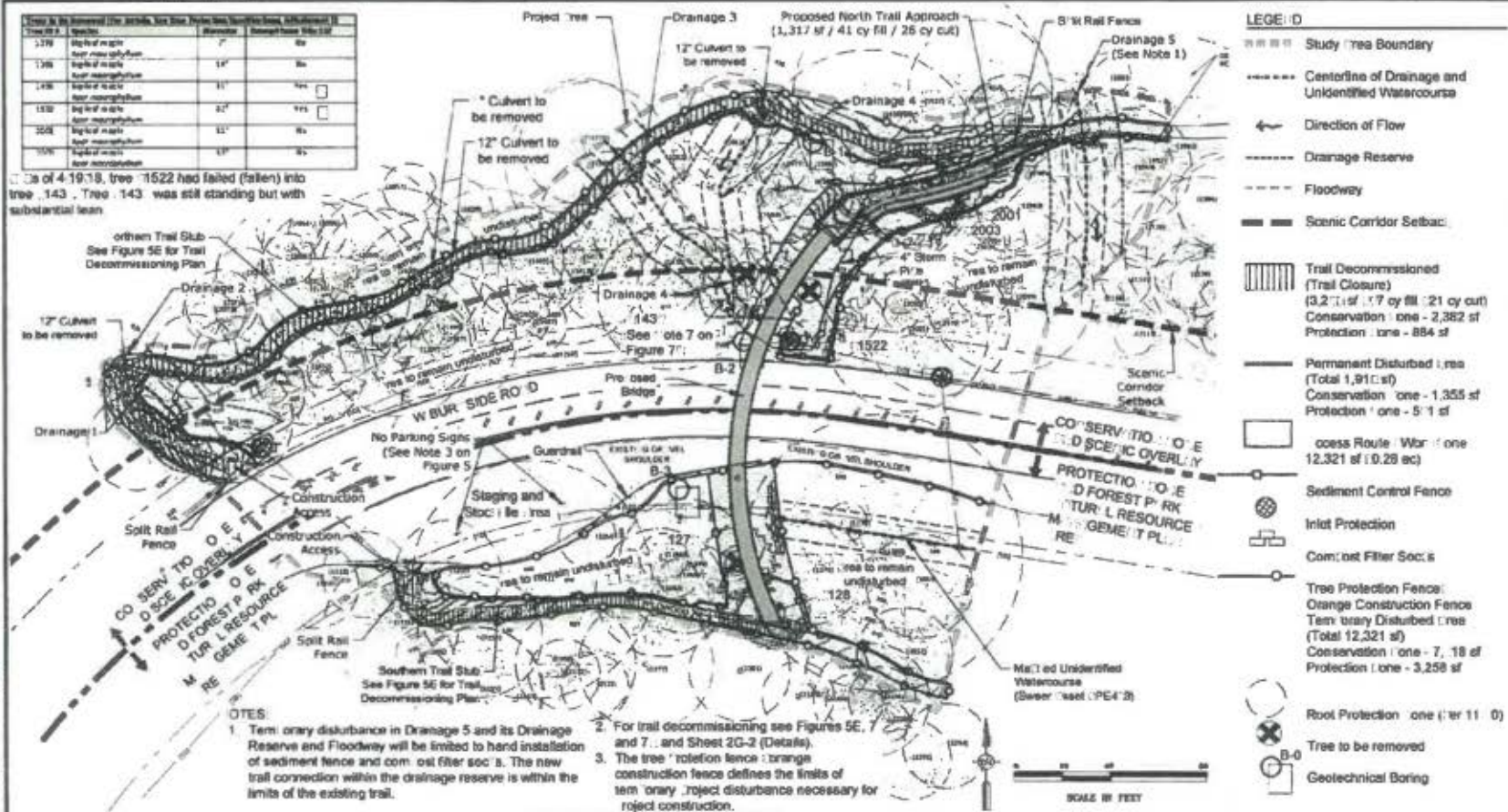
12-19-2018

Exhibit C.9



Tree ID #	Species	Measure	Removal Date
1278	Big leaf maple	12"	8/1
1286	Big leaf maple	12"	8/1
1436	Big leaf maple	12"	8/1
1532	Big leaf maple	12"	8/1
2028	Big leaf maple	12"	8/1
1532	Big leaf maple	12"	8/1

As of 4-19-18, tree 1522 had failed (fallen) into tree 143. Tree 143 was still standing but with substantial lean.



Base Provided By KPFF

"Approved"
City of Portland - Bureau of Development Services
LU # 18-144362 EN

Stacy M. Lantz, Date: January 3, 2019
Approval for Environmental Review only. Not a building permit.
Additional zoning requirements may apply.

Construction Management Plan and Tree Plan
Wildwood Bridge Project - Portland, Oregon

FIGURE
12-13-2018

Exhibit A-10

Approved
City of Portland - Bureau of Development Services
LU # 18-144362 EN
Stacy M. Carter, Date: January 3, 2019
* Approval for Environmental Review only. Not a building permit.
Additional zoning requirements may apply.

Base Provided By KPFF

Mitigation Plan
Wildwood Bridge Project - Portland, Oregon

FIGURE 7

12-15-2018

Exhibit C.13

Tree Mitigation Plants (4,644 square feet)				
Scientific Name	Common Name	Quantity	Size	Spacing
<i>Acer macrophyllum</i>	Big leaf maple	5	12-24"	10-20' o.s.
<i>Pseudotsuga menziesii</i>	Douglas-fir	5	12-24"	10-20' o.s.
Site Restoration Plants (5,911 square feet)				
Scientific Name	Common Name	Quantity	Size	Spacing
<i>Berberis nervosa</i>	Cascade Oregon grape	46	18"	4' o.s.
<i>Gaultheria shallon</i>	Salal	46	1 gal	4' o.s.
<i>Holodiscus oerler</i>	Oceanspray	11	18"	6' o.s.
<i>Polystichum munitum</i>	Sword Fern	76	1 gal	3' o.s.
<i>Rubus parviflorus</i>	Thimbleberry	19	18"	7' o.s.
<i>Vaccinium parviflorum</i>	Red huckleberry	19	18"	6' o.s.
Fing Hill for Site Restoration and Trail Decommissioning (6,559 square feet)				
Scientific Name	Common Name	Quantity	Size	Spacing
<i>Bromus vulgaris</i>	Columbia brome	11,056	4" plug	18" o.s.
<i>Carex douglasii</i>	Dewey sedge	14,743	4" plug	12" o.s.
<i>Elymus glaucus</i> ssp. <i>Glaucus</i>	Blue wildrye	11,056	4" plug	18" o.s.
<i>Festuca occidentalis</i>	Western fescue	11,056	4" plug	18" o.s.
<i>Tillima grandiflora</i>	Big flower tillima	14,743	4" plug	12" o.s.
Scenic Corridor Seed Mix* (5,837 square feet)				
Scientific Name	Common Name	Seeding rate (lb/1,000 ft ²)		
<i>Bromus vulgaris</i>	Columbia brome	1		
<i>Carex douglasii</i>	Dewey sedge	1		
<i>Elymus glaucus</i> ssp. <i>Glaucus</i>	Blue wildrye	0.5		
<i>Festuca occidentalis</i>	Western fescue	0.5		
<i>Tillima grandiflora</i>	Big flower tillima	2		

*Seed rate is 150 lbs per acre. Apply seed in 1/4" to 5/8" dry soil. Cover seed with 1/4" to 1/2" of soil. Water well. Perennialize seed as needed. Seed 1/4" to 1/2" deep. Seed to be established in spring (March 1 - May 15) or fall (September 1 - October 15).

Approved
City of Portland - Bureau of Development Services
LU # 18-144362 EN

Signed Stacy M. Lutz Date January 3, 2019

* Approval for Environmental Review only. Not a building permit. Additional zoning requirements may apply.

Planting and Site Restoration Notes:

- All tree and shrub plantings shall be bare root, nursery propagated, and non-clonal in origin.
- Plant materials are to be used for restoration purposes and should not be treated with pesticides, fungicides, or fertilizers.
- The seed mix shall be supplied by a local nursery with the specification that the seed source must be as local as possible.
- Plants listed on the Nuisance Plants List shall be removed from the mitigation area.
- Trees shall not be staked or otherwise marked with non-biodegradable material. The selected contractor will be required to comply with these specifications to ensure that the proposed project complies with Section 33.248.090.
- New plantings must be manually watered regularly during the first growing season. During later seasons, watering must be done as needed to ensure survival of the plants.
- Plants that die must be replaced in kind during the warranty period.
- Trunk sections from cut trees greater than 12" diameter will be placed within the resource area of the same ownership from which they were cut. Trunk sections will be placed in stable locations and anchored with bio-degradable stakes to prevent damage to existing infrastructure or proposed project elements.
- Trail decommissioning to include restoration of natural contours, scarification and planting as shown on figure 5E.
- If scarification and seeding is to be conducted during wet weather, additional erosion control measures may be utilized along the trail to prevent sediment from leaving the scarification and planting work limits defined on figure 7. Additional measures will be limited to compost socks, straw wattles, or similar measures.
- The scenic corridor setback must meet the L.I. level landscaping standard (per section 33.248.020 Landscaping and Screening Standards). The scenic corridor setback meets the L.I. standard for trees and shrubs, but ground cover plants do not fully cover the remainder of the area and nuisance plants are present. Seeding and nuisance plant removal will be conducted in the scenic corridor setback to achieve full cover with native ground cover plants.
- See sheet L3-D for planting plan and typical shrub and groundcover layout.



List and Notes Provided By Walzer Macy

Plant Lists and Notes
Wildwood Bridge Project - Portland, Oregon

FIGURE
7

12-13-2018

ATTACHMENT H1

www.invarion.com

GENERAL NOTES

1. TRAFFIC CONTROL PLANS HAVE BEEN REVIEWED BY C.O.A.T. FLAGGING. FINAL APPROVAL & IMPLEMENTATION IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR OWNER OF THE JOB SITE.
2. TCP NOT DRAWN TO SCALE. ADJUST SIGNS WORK ZONE AND DELINEATORS TO FIELD CONDITIONS.
3. PLACEMENT OF SIGNS AND CHANNELIZATION SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE.
4. OWNER RESPONSIBLE FOR CONTACTING & NOTIFYING UTILITIES, THE TRANSPORTATION AUTHORITY (TRIMET) 72 HOURS BEFORE TRAFFIC LIGHTS NEED TO BE TURNED OFF.
5. FLAGGERS SHALL ASSIST PEDESTRIANS AROUND WORK ZONE SAFELY.

Manifest

- 45 x Cones
- 5 x Road Work Ahead
- 2 x Be Prepared to Stop
- 2 x FLAGGER
- 2 x Flagger Sign
- 2 x PMCS
- 2 x Type III Barricade
- 1 x Keep Left
- 1 x Keep Right
- 1 x Transition Right

SIGN SPACING
100' MIN TO 200' MAX

PROVIDE 150' MIN. BUFFER

PROVIDE BUFFER FOR HIGH SPEED STREETS PER TA-T7

- ☒ NO EXCEPTION TAKEN
- ☒ MAKE CORRECTIONS NOTED
- ☐ REVISE AND RESUBMIT
- ☐ REJECTED
- ☐ SUBMIT SPECIFIED ITEM

REVIEW IS IN ACCORDANCE WITH SECTION 00150.35 OF THE STD. CONST. SPECIFICATIONS OF THE CITY OF PORTLAND, OR.

BY Nicholas Morell DATE 2019-02-21
City of Portland, Bureau of Transportation

CLOSURE HOURS: 9AM-2PM & 7PM-6AM
NOTIFY TRIMET 5 DAYS PRIOR TO BEGINNING WORK

COVER ANY CONFLICTING SPEED LIMIT SIGNS

MOVE SIGNS 200' MIN TO 350' MAX UP FROM FLAGGER

MOVE ROAD WORK AHEAD SIGN UP 350'

WORK ZONE (G20-5aP) OVER SPEED LIMIT 30 (R2-1)

ROAD CONSTRUCTION, NOT CLOSED

PLACE PCMS 2 WEEKS PRIOR TO WORK START

Flagging South Work Zone on

Job Code & Name: 0960\ Shane Bliss

CUSTOMER:
R & H Construction

LOCATION:
W Burnside & NW 23rd Portland

CONTACT:
Shane Bliss 503 228-7177

DATE:
01-18-19

TCP DESIGNER: ALAN ADDINGTON
ORTCS 05410 503-676-3596

REV: -
DATE:

DESCRIPTION:
Bridge Installation over W Burnside at Wildwood Trail

SHEET:
1 of 2



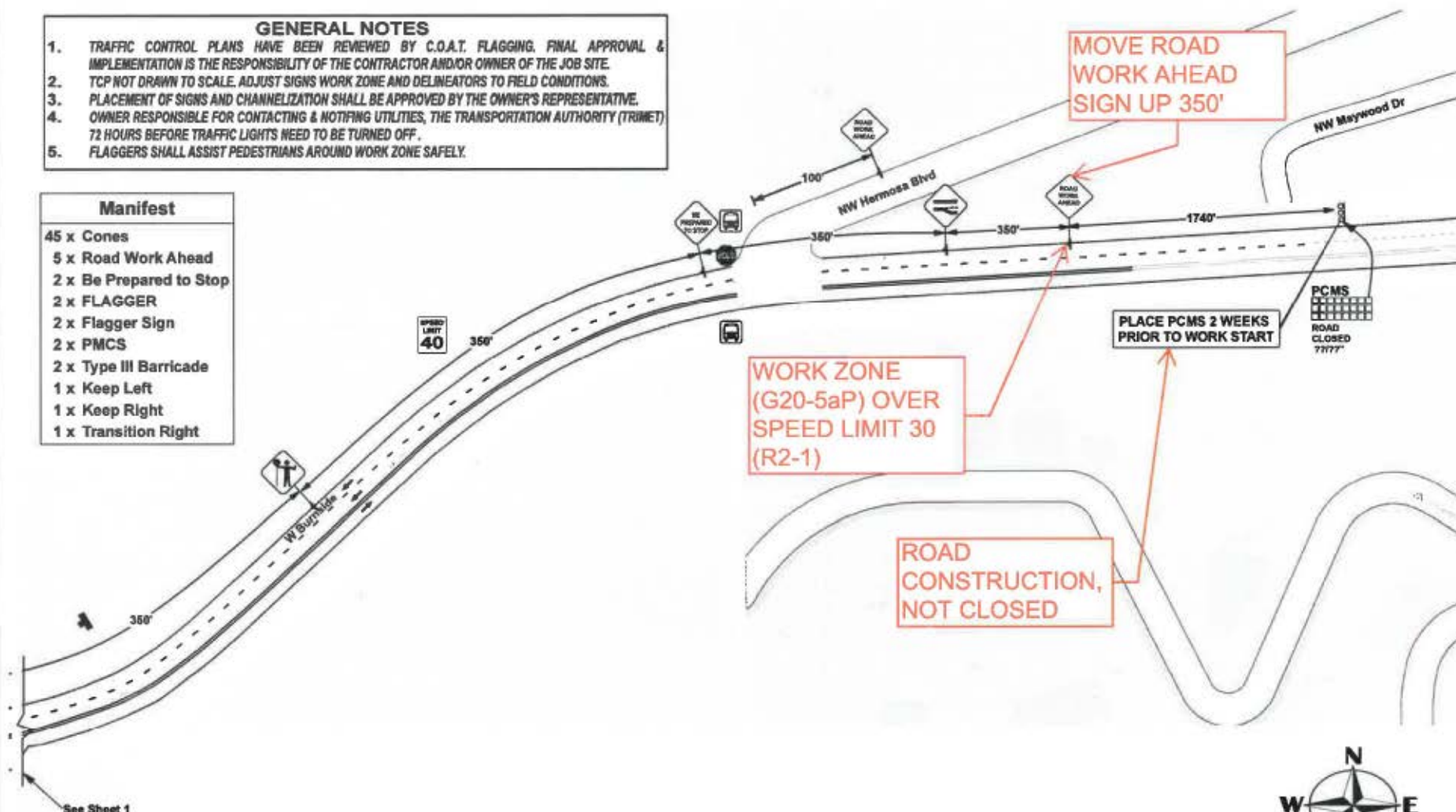
NOT TO SCALE
PLEASE SCHEDULE WITH DISPATCH 5 DAYS PRIOR TO JOB START DATE WITH APPROVED TCP (503) 320-4322
dispatch@coatflagging.com
C.O.A.T FLAGGING
FAX 503-284-1177
OFFICE (503)467-6386

GENERAL NOTES

1. TRAFFIC CONTROL PLANS HAVE BEEN REVIEWED BY C.O.A.T. FLAGGING. FINAL APPROVAL & IMPLEMENTATION IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR OWNER OF THE JOB SITE.
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5. FLAGGERS SHALL ASSIST PEDESTRIANS AROUND WORK ZONE SAFELY.

Manifest

45 x Cones
 5 x Road Work Ahead
 2 x Be Prepared to Stop
 2 x FLAGGER
 2 x Flagger Sign
 2 x PMCS
 2 x Type III Barricade
 1 x Keep Left
 1 x Keep Right
 1 x Transition Right

**Flagging South Work Zone Sh 2**

Job Code & Name: 0960\ Shane Bliss			
CUSTOMER: R & H Construction	LOCATION: W Burnside & NW 23rd Portland	CONTACT: Shane Bliss 503 228-7177	DATE: 01-18-19
TCP DESIGNER: ALAN ADDINGTON ORTCS 05410 503-676-3596	REV: - DATE:	DESCRIPTION: Bridge Installation over W Burnside at Wildwood Trail	SHEET: 2 of 2

**NOT TO SCALE**

PLEASE SCHEDULE WITH
 DISPATCH 5 DAYS PRIOR
 TO JOB START DATE
 WITH APPROVED TCP
 (503) 320-4322
 dispatch@coatflagging.com
 C.O.A.T FLAGGING
 FAX 503-284-1177
 OFFICE (503)467-6386

- 1 x Arrow board
- 75 x Cones
- 2 x Keep Left
- 2 x Keep Right
- 1 x Left Lane Closed Ahead
- 3 x No Park
- 2 x PCMS
- 1 x Reverse curve (L)
- 5 x Road Work Ahead
- 1 x Transition Right
- 2 x Type III Barricade

PROVIDE 150'
MIN. BUFFER

GENERAL NOTES

1. TRAFFIC CONTROL PLANS HAVE BEEN REVIEWED BY C.O.A.T. FLAGGING, FINAL APPROVAL & IMPLEMENTATION IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR OWNER OF THE JOB SITE.
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5. FLAGGERS SHALL ASSIST PEDESTRIANS AROUND WORK ZONE SAFELY.

**CLOSURE HOURS: ALL HOURS
NOTIFY TRIMET 5 DAYS PRIOR TO
BEGINNING WORK**

COVER ANY CONFLICTING SPEED
LIMIT SIGNS



NOT TO SCALE
PLEASE SCHEDULE WITH
DISPATCH 5 DAYS PRIOR
TO JOB START DATE
WITH APPROVED TCP
(503) 320-4322
dispatch@coatflagging.com
C.O.A.T FLAGGING
FAX 503-284-1177
OFFICE (503)467-6386

South Side Work Zone SHEET 1

CUSTOMER:
R & H Construction

LOCATION:
W Burnside & NW 23rd Portland

CONTACT:
Shane Bliss 503 228-7177

DATE:
01-18-19

TCP DESIGNER: ALAN ADDINGTON
ORTCS 05410 503-676-3596

REV: -
DATE:

	DESCRIPTION:
	Bridge Installation over W Burnside at Wildwood Trail

SHEET:
1 of 2

**PLACE PCMS 2 WEEKS
PRIOR TO WORK START**

Manifest

1 x Arrow board
 75 x Cones
 2 x Keep Left
 2 x Keep Right
 1 x Left Lane Closed Ahead
 3 x No Park
 2 x PCMS
 1 x Reverse curve (L)
 5 x Road Work Ahead
 1 x Transition Right
 2 x Type III Barricade

MOVE ROAD
 WORK AHEAD
 SIGN UP 350'

WORK ZONE
 (G20-5aP) OVER
 SPEED LIMIT 30
 (R2-1)

WORK ZONE
 (G20-5aP) OVER
 SPEED LIMIT 30
 (R2-1)

GENERAL NOTES

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5. FLAGGERS SHALL ASSIST PEDESTRIANS AROUND WORK ZONE SAFELY.

South Side Work Zone SHEET 2

Job Code & Name: 0960\ Shane Bliss

CUSTOMER:

R & H Construction

LOCATION:

W Burnside & NW 23rd Portland

CONTACT:

Shane Bliss 503 228-7177

DATE:

01-18-19

TCP DESIGNER: ALAN ADDINGTON
 ORTCS 05410 503-676-3596

REV: -

DATE:

DESCRIPTION:

Bridge Installation over W Burnside at Wildwood Trail

SHEET:

2 of 2

NOT TO SCALE
 PLEASE SCHEDULE WITH
 DISPATCH 5 DAYS PRIOR
 TO JOB START DATE
 WITH APPROVED TCP
 (503) 320-4322
 dispatch@coatflagging.com
 C.O.A.T FLAGGING
 FAX 503-284-1177
 OFFICE (503)467-6386



See Sheet 1

ATTACHMENT #2

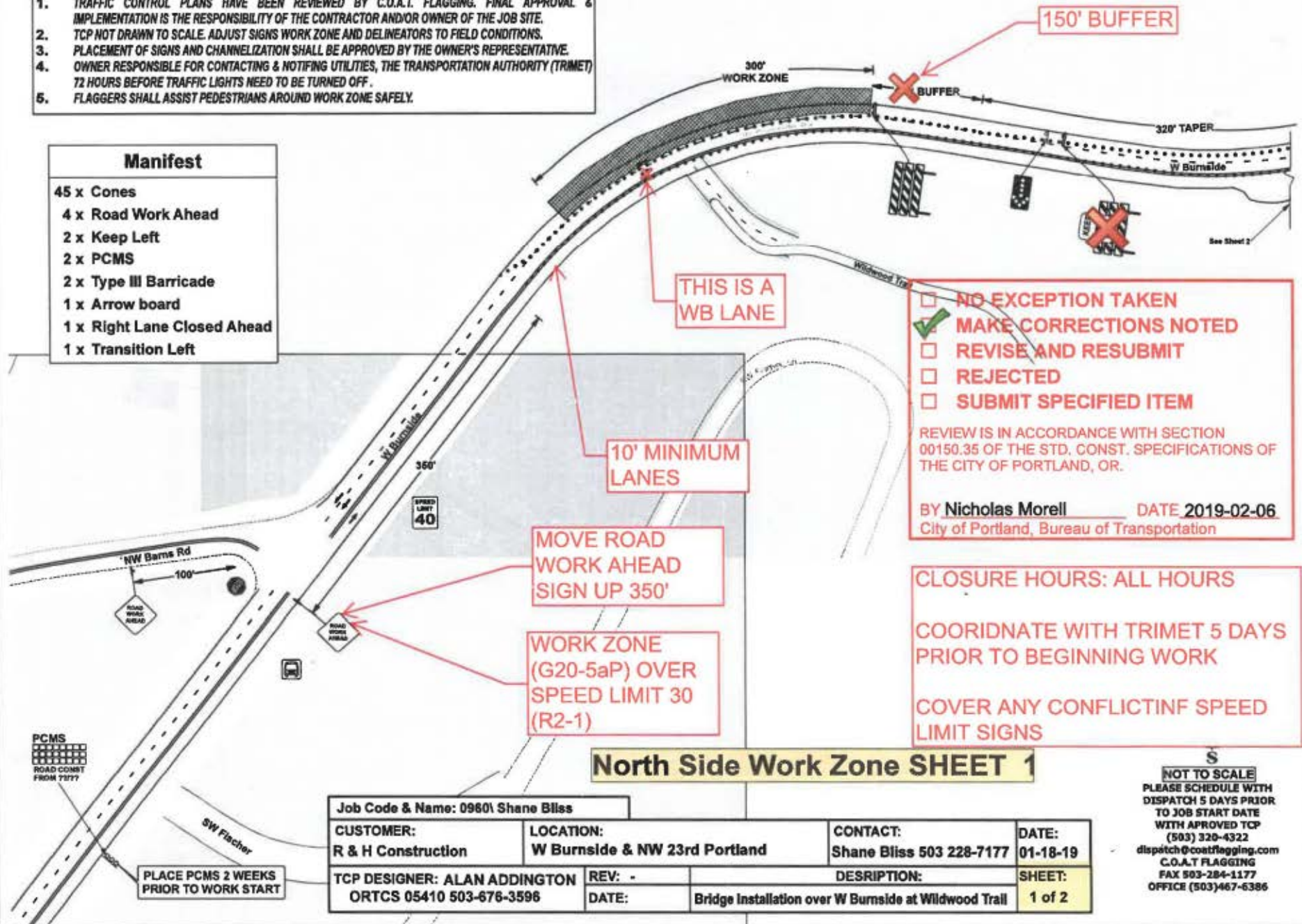
www.invarion.com

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5. FLAGGERS SHALL ASSIST PEDESTRIANS AROUND WORK ZONE SAFELY.

Manifest

45 x Cones
4 x Road Work Ahead
2 x Keep Left
2 x PCMS
2 x Type III Barricade
1 x Arrow board
1 x Right Lane Closed Ahead
1 x Transition Left



- ☐ NO EXCEPTION TAKEN
- ☒ MAKE CORRECTIONS NOTED
- ☐ REVISE AND RESUBMIT
- ☐ REJECTED
- ☐ SUBMIT SPECIFIED ITEM

REVIEW IS IN ACCORDANCE WITH SECTION 00150.35 OF THE STD. CONST. SPECIFICATIONS OF THE CITY OF PORTLAND, OR.

BY Nicholas Morell DATE 2019-02-06
City of Portland, Bureau of Transportation

CLOSURE HOURS: ALL HOURS

COORDINATE WITH TRIMET 5 DAYS PRIOR TO BEGINNING WORK

COVER ANY CONFLICTING SPEED LIMIT SIGNS

North Side Work Zone SHEET 1

Job Code & Name: 0960\ Shane Bliss			
CUSTOMER:	LOCATION:	CONTACT:	DATE:
R & H Construction	W Burnside & NW 23rd Portland	Shane Bliss 503 228-7177	01-18-19
TCP DESIGNER: ALAN ADDINGTON	REV: -	DESCRIPTION:	SHEET:
ORTCS 05410 503-676-3596	DATE:	Bridge Installation over W Burnside at Wildwood Trail	1 of 2

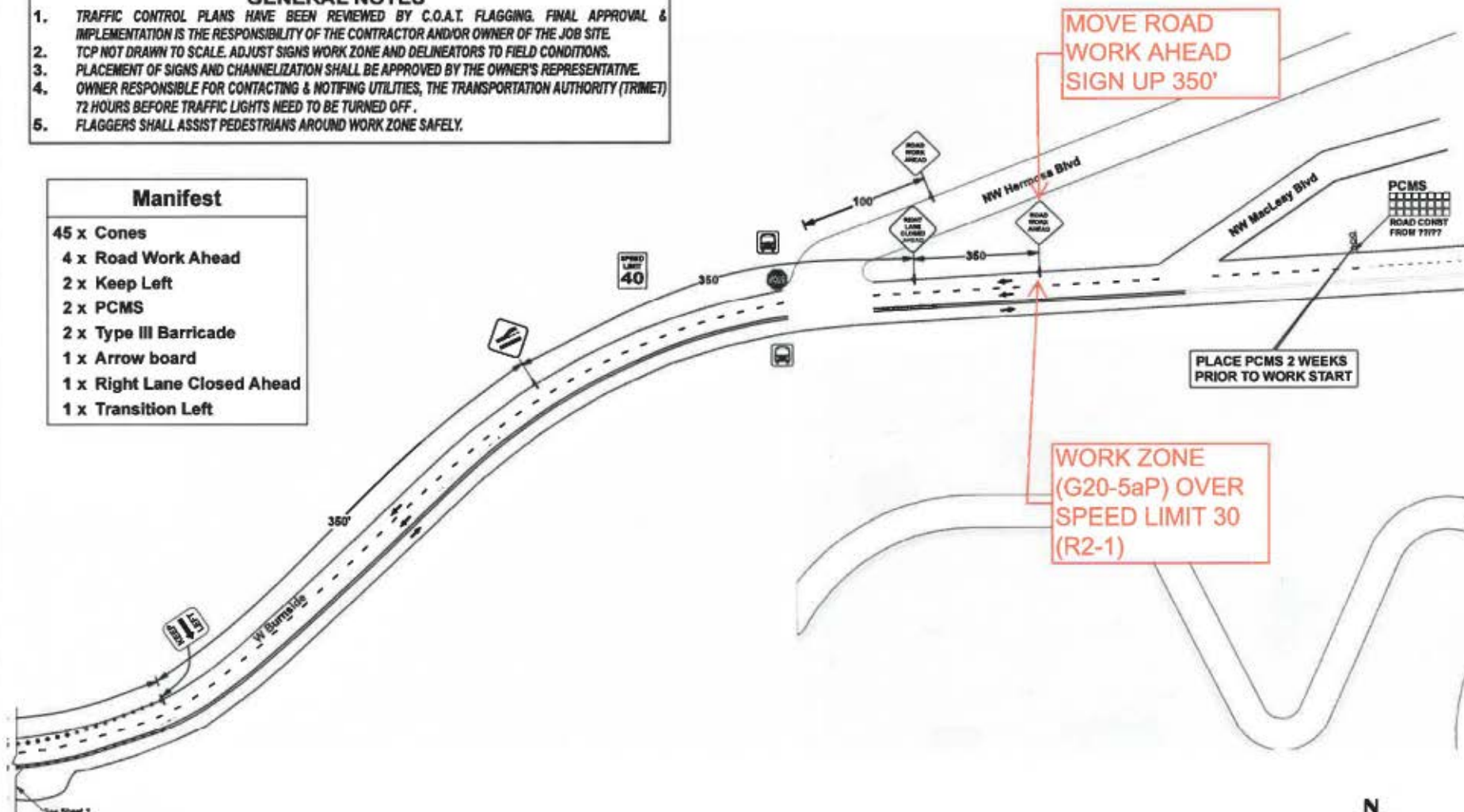
NOT TO SCALE
PLEASE SCHEDULE WITH DISPATCH 5 DAYS PRIOR TO JOB START DATE WITH APPROVED TCP (503) 320-4322 dispatch@costflagging.com C.O.A.T FLAGGING FAX 503-284-1177 OFFICE (503)467-6386

GENERAL NOTES

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Manifest

45 x Cones
 4 x Road Work Ahead
 2 x Keep Left
 2 x PCMS
 2 x Type III Barricade
 1 x Arrow board
 1 x Right Lane Closed Ahead
 1 x Transition Left

**North Side Work Zone SHEET 2**

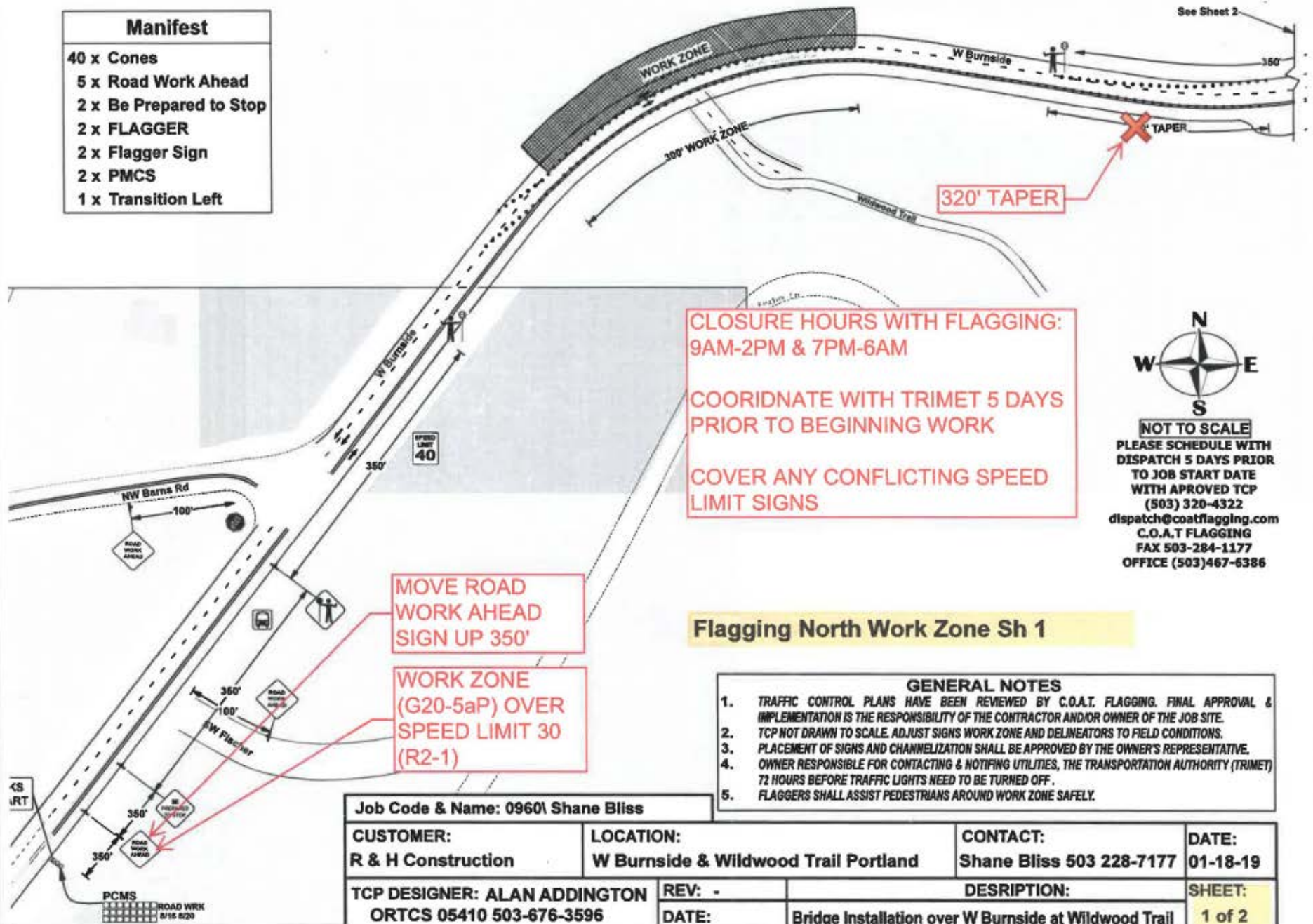
Job Code & Name: 09601 Shane Bliss			
CUSTOMER: R & H Construction	LOCATION: W Burnside & NW 23rd Portland	CONTACT: Shane Bliss 503 228-7177	DATE: 01-18-19
TCP DESIGNER: ALAN ADDINGTON ORTCS 05410 503-676-3596	REV: - DATE:	DESCRIPTION: Bridge Installation over W Burnside at Wildwood Trail	SHEET: 2 of 2

**NOT TO SCALE**

PLEASE SCHEDULE WITH
 DISPATCH 5 DAYS PRIOR
 TO JOB START DATE
 WITH APPROVED TCP
 (503) 320-4322
 dispatch@coatflagging.com
 C.O.A.T FLAGGING
 FAX 503-284-1177
 OFFICE (503) 467-6386

Manifest

- 40 x Cones
- 5 x Road Work Ahead
- 2 x Be Prepared to Stop
- 2 x FLAGGER
- 2 x Flagger Sign
- 2 x PMCS
- 1 x Transition Left



CLOSURE HOURS WITH FLAGGING:
9AM-2PM & 7PM-6AM

COORDINATE WITH TRIMET 5 DAYS PRIOR TO BEGINNING WORK

COVER ANY CONFLICTING SPEED LIMIT SIGNS



NOT TO SCALE
PLEASE SCHEDULE WITH DISPATCH 5 DAYS PRIOR TO JOB START DATE WITH APPROVED TCP (503) 320-4322
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C.O.A.T FLAGGING
FAX 503-284-1177
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Flagging North Work Zone Sh 1

GENERAL NOTES

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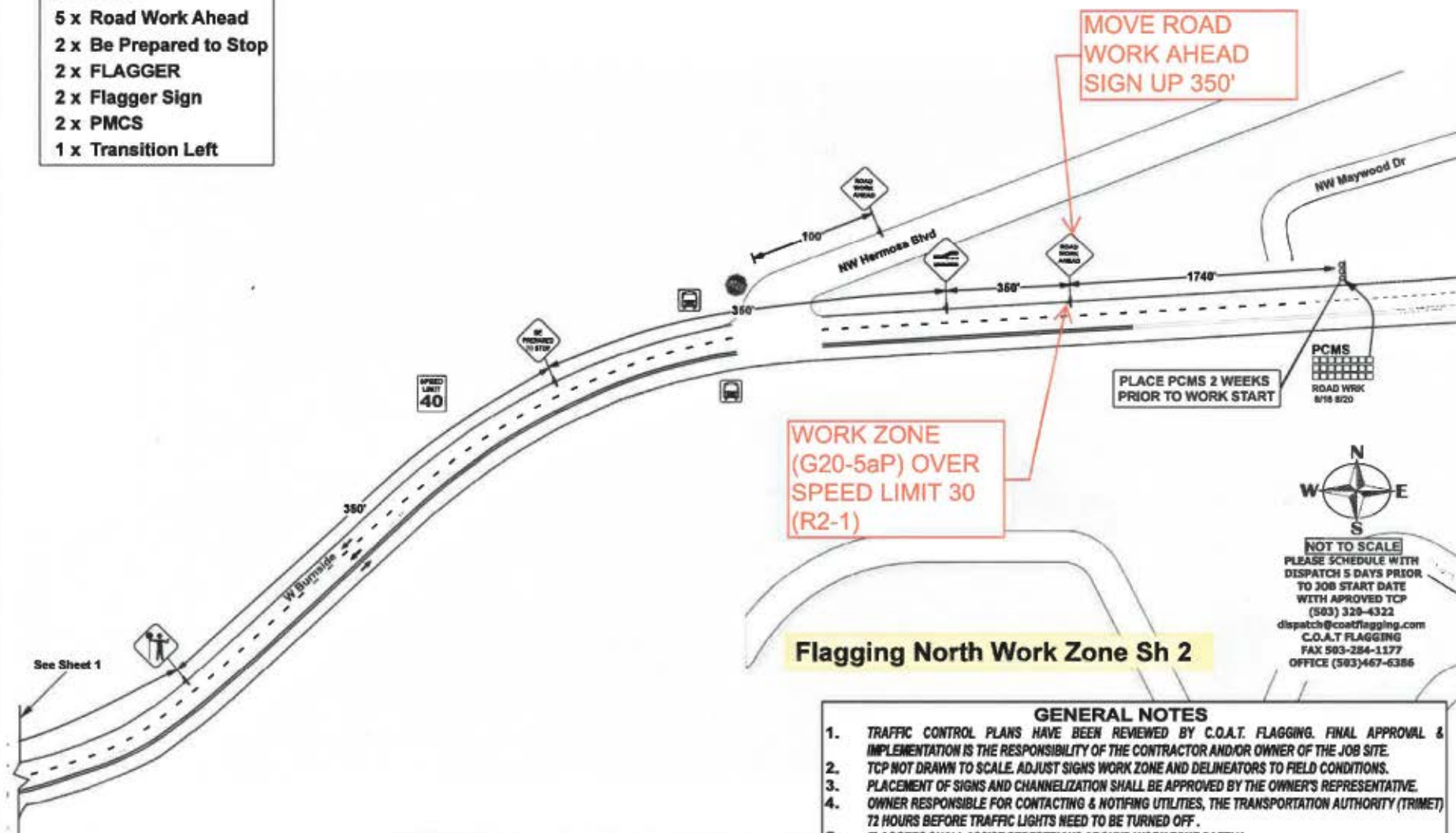
Job Code & Name: 0960\ Shane Bliss

CUSTOMER: R & H Construction	LOCATION: W Burnside & Wildwood Trail Portland	CONTACT: Shane Bliss 503 228-7177	DATE: 01-18-19
--	--	---	--------------------------

TCP DESIGNER: ALAN ADDINGTON ORTCS 05410 503-676-3596	REV: - DATE:	DESCRIPTION: Bridge Installation over W Burnside at Wildwood Trail	SHEET: 1 of 2
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Manifest

40 x Cones
 5 x Road Work Ahead
 2 x Be Prepared to Stop
 2 x FLAGGER
 2 x Flagger Sign
 2 x PMCS
 1 x Transition Left



Job Code & Name: 0960\ Shane Bliss

CUSTOMER:
R & H Construction

LOCATION:
W Burnside & Wildwood Trail Portland

CONTACT:
Shane Bliss 503 228-7177

DATE:
01-18-19

TCP DESIGNER: ALAN ADDINGTON
ORTCS 05410 503-676-3596

REV: -
DATE:

DESCRIPTION:
Bridge Installation over W Burnside at Wildwood Trail

SHEET:
2 of 2

BARBARA WALKER CROSSING

**CONSTRUCTION
ADMINISTRATION PLAN**

Prepared by:

Shiels Obletz Johnsen, Inc.
1140 S.W. 11th Avenue, Suite 500
Portland, OR 97205
(503) 242-0084

Issue Date 04.04.2019

ATTACHMENT J

CONSTRUCTION ADMINISTRATION: GENERAL REQUIREMENTS

General:

Construction administration for the Barbara Walker Footbridge ("Project") will be pursued through a collaboration among the Owner's Consulting Project Manager (Shiels Obletz Johnsen or SOJ), the Contractor (R&H Construction), the Engineer (kpff Consulting Engineers) and the Landscape Architect (Walker Macy).

For the purposes of this Construction Administration Plan, the term "Project Manager" shall be used to describe SOJ, also contractually defined as the Owner's Representative. Similar descriptions for individuals affiliated with or employed by the Portland Parks Foundation shall be defined as the "Owner".

Upon completion, the City of Portland Parks & Recreation shall own and maintain the Project. During construction, a representative of the Portland Parks & Recreation Department will be providing Quality Assurance of project implementation on PP&R property boundaries consistent with Grant Agreement and NPUP permit.

This document describes the general tasks and responsibilities for the team and is not intended to replace the contractual obligations of any firm except the following:

- The Project Manager, not the Contractor, will be responsible for chairing weekly project meetings and preparation of meeting minutes.

Preparation, issuance and logging of construction administration documents will be as noted in this Plan.

Weekly Owner/Engineer/Contractor (OEC) project coordination meetings will be conducted involving representatives of the Owner, Engineer, PP&R Representative and Contractor with additional participants as appropriate.

Administration Procedures:

Administration of the Project shall be carried out in accordance with the procedures described herein and in the Contract Documents. These procedures may be revised as necessary from time to time by SOJ in the interest of improving management.

For this project, Construction Administration documents will be created and shared in electronic format. Fax documents will NOT be used, due to a tendency of poor graphic quality. PDF files will be primarily used, and the use of small font sizes will be discouraged to maintain acceptable graphic quality. Electronic file naming protocols are established herein for use by the Project Team.

Records Management:

An electronic copy of all Contracts, Proposal Requests, Supplemental Instructions, Construction Change Directives, Change Orders and other documents related to Construction Administration shall be kept in SOJ's project record files, both paper and electronic versions. Copies of the documents shall be distributed as provided in this Plan.

Copies of all other Project reports and records required by this Plan shall be kept in SOJ's electronic project record files in accordance with a filing system established and maintained by SOJ.

Upon final completion of the Project, SOJ shall deliver project record files in electronic format to the Owner.

All CAD as-built files will be consistent with the PP&R CAD requirements outlined in the Grant Agreement.

SUBMITTALS

PROCEDURE NAME:

Submittals

DESCRIPTION:

Formal submission by Contractor of technical information and/or shop drawings for review and approval as provided in the Contract Documents

Portland Parks & Recreation has identified specific submittals requiring their review and comment. Contractor should anticipate a 2-week review and comment period for these submittals. All other submittal reviews are anticipated to occur within five business days.

NOTES:

1. Contractor to prepare and update weekly a log of submittals based on requirements of the Contract Documents. Log to be updated with each transmittal of new submittals, either to Engineer or submittals returned from Engineer. Submittal Tracking Log is updated weekly the day before the weekly construction meeting and provided at OEC meeting. Any issues or discussion of submittal items will be included in the meeting minutes.
2. Contractor shall provide submittals to the Engineer as provided in the Contract Documents. Review and approval of submittals shall be carried out in accordance with the time lines provided in the Contract Documents or as noted above regarding PP&R review.
3. The Engineer shall distribute the submittal for review as required and return the submittal with appropriate comments to the Contractor. One electronic copy of each returned submittal to be provided to the Project Manager for Owner records.

FORM:

Per templates on following pages.

COMPLETED/SUBMITTED BY:

Contractor.

SUBMITTED TO:

1. Engineer
2. Project Manager

RESPONSE BY:

1. Engineer, or Consultant via Engineer or Landscape Architect
2. City of Portland- PP&R Representative

RESPONSE TO:

1. Contractor
2. Project Manager
3. City of Portland- PP&R Representative



SUBMITTAL COVER SHEET

To: Stuart Finney
KPFF Consulting Engineers
111 SW Fifth Ave Suite 2500
Portland, OR 97204-3628

From: Shane Bliss
R&H Construction Co.
1530 SW Taylor Street
Portland, OR 97205

Project: 1018.170. - Wildwood Trail Bridge

Submittal No. 00530.00 -- Concrete Reinforcing

Specification Section: 00530.00
Subcontractor/Supplier: Zavala Corporation
Quantity Sent: 1
Revision No.: 0
Return to R&H by: 03/22/2019
R&H Review Status: No Exceptions Taken
Comments: Stuart,

In essence this submittal is a re-submit from Zavala, R&H returned the original submission as it was per the 90% PWP plan set and didn't incorporate the changes made in the 100% PWP set.

REVIEW IS ONLY TO VERIFY GENERAL CONFORMANCE AND COMPLIANCE WITH THE DESIGN CONCEPT AND CONTRACT DOCUMENTS. SUBCONTRACTOR OR SUPPLIER IS RESPONSIBLE FOR DIMENSIONS, ERRORS AND OMISSIONS IN THESE DRAWINGS OR LISTS WHICH HE SHALL CONFIRM AND CORRELATE AT THE JOBSITE WITH HIS WORK OR FABRICATION AND WITH THAT OF OTHER TRADES AFFECTED BY HIS WORK. HE SHALL BE RESPONSIBLE FOR ANY DEVIATION FROM THE CONTRACT DOCUMENTS OR THESE DRAWINGS OR LISTS UNLESS HE HAS OBTAINED WRITTEN APPROVAL TO DO SO, AND SHALL BE RESPONSIBLE FOR THE SATISFACTORY COMPLETION OF HIS WORK.

By:

Date: 3/8/19

R&H Construction Co.

1530 SW Taylor Street Portland, OR 97205 / TEL: 503-228-7177 / FAX: 503-228-6638 / www.rhconst.com
OE Contractors Registration No. 30281 // OR State License No. EBC00011900 // CA CSLB No. 810143



SUBMITTAL LOG

1018.170. - Wildwood Trail Bridge

Includes submittals with a Status of: ☒ Not Received ☒ Received ☒ Sent ☒ Returned ☒ Forwarded - Open ☒ Forwarded - Closed

Submittal ID	Rev.	Title	Submittal Type	Plg.	Document Status	Required	Received	To Arch	From Arch	Returned	Review Status	Responsibility
00408.02	0	Rock - Bedding Material / Structural Fill	Product Data		Returned	05/14/10	03/05/10	03/06/10	03/13/10	03/14/10	No Exceptions Taken	
00432.00	0	Erosion Control / Tree Protection - Product Data	Product Data		Forwarded - Closed	03/07/10	03/07/10	03/11/10	03/12/10	03/12/10	No Exceptions Taken	
00438.02	0	Subsurface Drainage	Product Data		Forwarded - Open	05/14/10	03/05/10	03/06/10	05/12/10	03/12/10	Reverse and Resubmit	
00515.42	2	Micro-Piles / Rock Anchors	Shop Drawing - Deferred		Forwarded - Open	04/16/10	03/04/10	03/12/10	03/13/10	03/13/10	No Exceptions Taken	
00515.55	*	Micro-Pile / Rock Anchors - Product Data	Product Data		Forwarded - Closed	04/16/10	03/05/10	03/12/10	03/13/10	03/13/10	No Exceptions Taken	
00515.65	*	Micro-Pile / Rock Anchor - Testing	Other		Returned	04/16/10	03/05/10	03/13/10	03/13/10	03/14/10	Reverse and Resubmit	
00515.72	0	Micro-Pile / Rock Anchor - Supplement	Other		Returned	04/16/10	03/05/10	03/06/10	03/11/10	03/11/10	Reverse and Resubmit	
00515.85	*	Micro-Pile / Rock Anchor - Grout	Product Data		Forwarded - Closed	04/16/10	03/06/10	03/12/10	03/13/10	03/13/10	No Exceptions Taken	
00530.02	0	Concrete Reinforcing	Shop Drawing		Sent	04/04/10	03/08/10	03/08/10			No Exceptions Taken	KPFF Consulting Engineers
00540.00	0	Structural Concrete Mix Design	Submittal		Forwarded - Closed	04/28/10	03/02/10	03/05/10	03/06/10	03/06/10	No Exceptions Taken	
00558.02	0	Gabion Wall Installation Instructions	Submittal		Forwarded - Closed	05/01/10	03/05/10	03/07/10	03/08/10	03/08/10	No Exceptions Taken	
00595.00	0	Gabion Wall Design & Calculations	Shop Drawing - Deferred		Not Received	05/20/10						MM Construction Services, I

REQUEST FOR INFORMATION

PROCEDURE NAME:

Request for Information (RFI)

DESCRIPTION:

Formal request, prepared and issued by the Contractor only (RFIs issued by Subcontractors will not be accepted) for specific information from the Engineer / Consultant, Landscape Architect or Owner. Engineer / Consultant to try to meet the goal of response within 5 business days. PP&R Representative to receive copies of all RFIs for information only.

ELECTRONIC FILE LABELS:

Start label with "RFI" and (2) digit number.

Example: RFI 21 – Kick Plate Connection at Decking.

Contractor to issue RFIs to Engineer AND Project Manager.

When Engineer responds with answer, Engineer to modify electronic file label to add the letters "ANS".

Example: RFI 051 ANS – Kick Plate Connection at Decking.

FORM:

Per template on following page.

COMPLETED/SUBMITTED BY:

Contractor. RFIs submitted by sub-Contractors will not be processed.

SUBMITTED TO:

1. Engineer
2. Project Manager

RESPONSE BY:

1. Engineer, or Consultant via Engineer or Landscape Architect

RESPONSE TO:

1. Contractor
2. Project Manager
3. City of Portland - PP&R Representative

NOTES:

1. Contractor to prepare and update weekly a log of RFIs. Log to be updated with each transmittal of new RFIs, either to Engineer/Landscape Architect or RFIs returned from Engineer/Landscape Architect. RFI Tracking Log is updated weekly the day before the weekly construction meeting and provided at OEC meeting. Any issues or discussion of RFI items will be included in the meeting minutes.



Date: March 27, 2019

To: Stuart Finney
111 SW Fifth Ave Suite 2500
Portland, OR 97204-3628

Project: 1018.170.
Wildwood Trail Bridge
From: Shane Bliss
2019 NW Wilson Street
Portland, OR 97209
Phone: 503-702-4929
Fax: 503-224-3638

REQUEST FOR INFORMATION

RFI No.: 3 Subject: Handrail Expansion Joint

Specification Section:

Drawing or Detail: BR7

Information Requested: *For Draft Only*

Co-Author:

Co-Author RFI:

Supreme Steel Inc

001

Schedule Impact? Potentially

Date Originated: 03/27/2019

Cost Impact? Potentially

Reply Required by to avoid potential schedule impacts

Note: Contractor hereby reserves the right to make claim for extension of time and/or claim for additional cost, pursuant to AIA Document 201, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, Article 8.3.2 and/or 12.3.1

OWNER/ARCHITECT REPRESENTATIVE RESPONSE

Answer:

Answered By:

Date Answered:

CC: R&H Construction Co. - Chuck Roberts
R&H Construction Co. - Duma Green
Shiels Obietz Johnson - Kimberly Knox

Printed 03/27/19 6:22 am

SUPPLEMENTAL INSTRUCTION

<u>PROCEDURE NAME:</u>	Supplemental Instructions (SI)
<u>DESCRIPTION:</u>	Supplemental Instructions are prepared and issued by Engineer or Landscape Architect directly to the Contractor to clarify the intent of the Contract Documents or to order a minor change in the Work without change to the Contract Cost or Contract Time.
<u>ELECTRONIC FILE LABELS:</u>	<p>Start label with "SI" and (2) digit number, followed by a dash and a short description of clarification or minor change.</p> <p>Example: SI 02 – Revised Plant Materials.</p>
<u>FORM:</u>	Per template to be prepared by kpff.
<u>COMPLETED/SUBMITTED BY:</u>	Engineer or Landscape Architect provide text and directly issues Supplemental Instruction to Project Team. PP&R Representative to receive copies of all Supplemental Instructions for information only.
<u>EXECUTED BY (IN ORDER):</u>	<ol style="list-style-type: none">1. Engineer or Landscape Architect (issued)2. Contractor (Approved)
<u>COPIES TO:</u>	<ol style="list-style-type: none">1. Project Manager2. Owner3. Engineer or Landscape Architect not issuing SI4. City of Portland - PP&R Representative
<u>NOTES:</u>	<ol style="list-style-type: none">1. SIs do not provide authorization for change in Contract Cost or Contract Time. If the Contractor deems the SI would modify Contract Cost or Contract Time, Contractor to immediately notify Engineer and Project Manager.2. Change Tracking Log including SIs by SOJ. A sample is provided in this Construction Administration Plan following the Change Order template. Change Tracking Log to be attached to each set of Project Coordination meeting minutes.

PROPOSAL REQUEST

PROCEDURE NAME:

Proposal Request (PR)

DESCRIPTION:

Formal Owner request for a proposal from the Contractor for specified changes in the Contract Documents, including an itemized quotation for changes in the Contract Sum and/or Contract Time incidental to the proposed modification. Engineer prepares drawings, details, specifications or technical information necessary for comprehensive pricing. Engineer issues these as attachments to the PR.

ELECTRONIC FILE LABELS:

Start label with "PR" and (2) digit number, followed by a dash and a short description of change.

Example: PR 34 – Revised Paver Sealant

FORM:

Per template to be prepared by kpff.

COMPLETED/SUBMITTED BY:

Engineer

EXECUTED BY (IN ORDER):

1. Engineer (Issued)
2. City of Portland - PP&R Representative (Review as appropriate)
3. Project Manager (Approved)

COPIES TO:

1. Project Manager
2. Engineer
3. Landscape Architect
4. Contractor
5. Owner
6. City of Portland PP&R representative

NOTES:

1. All Proposal Requests shall be signed by the Project Manager prior to issuance to the Contractor.
2. Change Tracking Log including PRs by SOJ. A sample is provided in this Construction Administration Plan following the Change Order template. Change Tracking Log to be attached to each set of Project Coordination meeting minutes.

COST MODIFICATION

PROCEDURE NAME:

COST MODIFICATION (CM)

DESCRIPTION:

Formal request from the Contractor for specified changes in the Contract Documents, including an itemized quotation for changes in the Contract Sum or Contract Time incidental to the proposed modification. Contractor provides detailed labor, materials and time accounting together with detailed information from suppliers and subcontractors related to the proposed change.

CMs may be prepared by Contractor in response to PRs, CCDs, or in cases where technical information from the Engineer are not required, as appropriate.

ELECTRONIC FILE LABELS:

Start label with "CM" and (3) digit number.

Example: CM 03 – Additional Gravel Base.

FORM:

Per template on following page.

COMPLETED/SUBMITTED BY:

Contractor; technical information and cost and time details provided by Contractor

COPIES TO:

1. Project Manager
2. Engineer
3. Owner
4. City of Portland PP&R Representative

NOTES:

1. A CM does not provide authorization to undertake any work unless pricing has been reviewed, is found acceptable by the Engineer and Project Manager, and is fully executed with signatures from each of these parties. Alternatively, a CM may be referenced in an issued CCD, or included in a Change Order.
2. Change Tracking Log including CMs by SOJ. A sample is provided in this Construction Administration Plan following the Change Order template. Change Tracking Log to be attached to each set of Project Coordination meeting minutes.



Project: Wildwood Trail Bridge
3998 W. Burnside Rd.
Portland, OR

R&H Job: 1018.170.

Date:

CHANGE PROPOSAL 0003

PCI-003 FBOT Performance Bond

Scope: Cost associated with providing FBOT required Performance Bond.

Direct costs	\$0.00
Bond	\$0.00
Contractor Fee	\$0.00
Liability Insurance	\$0.00
Total	\$0.00

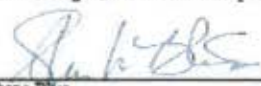
Note: Proposal costs exclude sales tax, which will be added to the invoice at the time of billing if applicable to this project.

Total Change in Cost for this Proposal: \$0.00

Total Change in Time for this Proposal: 6 Days

Contractor:

R&H Construction Co.
2019 NW Wilson Street
Portland, OR 97209


Shane Bliss
Project Manager

3/25/19
Date

By signing below, the Contractor is authorized to proceed with the work described above. The cost adjustments presented in this Proposal and any related adjustments in the Contract Completion Date will be incorporated into a Contract Change Order.

Owner:

Portland Parks Foundation
1500 SW First Ave., Suite 760
Portland, OR 97201

Engineer:
KPFF Consulting Engineers
111 SW Fifth Ave Suite 2500
Portland, OR 97204-3628

signature

date

signature

date

2019 NW Wilson Street, Portland, OR 97209-1111 • 503.224.2626 • FAX 503.224.2628 • WA 4-00000000000000000000

PHOTOGRAPH

CONSTRUCTION CHANGE DIRECTIVE

<u>PROCEDURE NAME:</u>	Construction Change Directive (CCD)
<u>DESCRIPTION:</u>	<p>Immediate authorization to Contractor to proceed with specified changes in the Contract documents, subject to incorporation of any changes to:</p> <ol style="list-style-type: none">1. Contract Sum or Contract Time into a subsequent Change Order.2. Project Contingency expenditure. <p>A Construction Change Directive is intended to direct a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. Alternatively, a CCD is intended to direct a change in the Work through a Project Contingency expenditure.</p>
<u>ELECTRONIC FILE LABELS:</u>	<p>Start label with "CCD" and (2) digit number, followed by a dash and a short description of change.</p> <p>Example: CCD 51 – Additional Pavers.</p>
<u>FORM:</u>	Per template on following page.
<u>COMPLETED/SUBMITTED BY:</u>	Project Manager; technical information provided by Engineer
<u>EXECUTED BY (IN ORDER):</u>	<ol style="list-style-type: none">1. Project Manager (Issued)2. Engineer or Landscape Architect (Approved)3. Owner (Approved)
<u>COPIES TO:</u>	<ol style="list-style-type: none">1. Project Manager2. Engineer3. Owner4. Contractor5. City of Portland PP&R Representative to receive copies of all CCDs for information only.

NOTES:

1. Change Tracking Log including CCDs by SOJ. A sample is provided in this Construction Administration Plan following the Change Order template. Change Tracking Log to be attached to each set of Project Coordination meeting minutes.
2. Contractor to promptly prepare pricing and back-up while executing work upon approval of CCD.

CONSTRUCTION CHANGE DIRECTIVE

CCD ____

CCD NO:

INITIATION DATE:

TO: R&H Construction

OWNER: Portland Parks Foundation
1500 SW First Avenue, Suite 760
Portland, OR 97201

PROJECT: Wildwood Trail Bridge

PROJECT
MANAGER: Shiels Oblatz Johnsen, Inc.
1140 SW Eleventh Avenue, Suite 500
Portland, OR 97205

AGREEMENT DATED: _____

ENGINEER: kpff Consulting Engineers
111 SW Fifth Avenue, Suite 2500
Portland, OR 97204

CONTRACTOR IS HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGE(S) IN THE CONTRACT:

ATTACHMENTS:

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☐ Lump Sum (increase) (decrease) of \$ _____.
- ☐ Unit Price of \$ _____ per _____.
- ☐ as provided in the General Conditions and the Supplemental Conditions.
- ☐ Project Contingency expenditure of \$ _____.
- ☐ Time and materials not to exceed \$ _____.

2. The Contract Time is proposed to (be adjusted) (remain unchanged).

The proposed adjustment, if any, is (an increase of _____ days) (a decrease of _____ days).

When signed by the Project Manager, Engineer and Owner, and received by the Contractor, this document becomes effective immediately as a Construction Change Directive (CCD), and the Contractor shall immediately proceed with the change(s) described above. Signature by the Contractor below indicates the Contractor's agreement with the proposed Project Contingency expenditure or adjustments in the Contract Sum or Guaranteed Maximum Price and/or Contract Time set forth in this Construction Change Directive.

APPROVED FOR ISSUANCE:

APPROVED:

Shiels Oblatz Johnsen, Inc. _____ Date

kpff Consulting Engineers _____ Date

APPROVED:

APPROVED:

Portland Parks Foundation _____ Date

R&H Construction _____ Date

COPIES TO:

☒ Randy Gragg
☒ Nate Kappen
☒ Chuck Roberts

☒ Kim Knox
☒ Ed Carpenter
☒ Mike Kremers

☒ Stuart Finney
☒ Jorge Villavencencio

☒ Shane Bliss

CHANGE ORDER

<u>PROCEDURE NAME:</u>	Change Order (CO)
<u>DESCRIPTION:</u>	Documentation of approved change in the Project, including any changes to Contract Sum or Contract Time, executed by the Project Manager, Engineer, Owner and Contractor prior to processing.
<u>ELECTRONIC FILE LABELS:</u>	Start label with "CO" and (2) digit number. Example: CO 03.
<u>FORM:</u>	Per templates on following pages.
<u>FREQUENCY:</u>	Monthly, or as required
<u>COMPLETED/SUBMITTED BY:</u>	Project Manager with technical information provided by Engineer / Landscape Architect and Contractor.
<u>EXECUTED BY (IN ORDER):</u>	<ol style="list-style-type: none">1. Project Manager (Issued)2. Engineer (Approved)3. Contractor (Approved)4. Owner (Approved)
<u>COPIES TO:</u>	<ol style="list-style-type: none">1. As above2. City of Portland PP&R Representative to receive copies of all Change Orders for information only.
<u>NOTES:</u>	<ol style="list-style-type: none">1. Change Tracking Log including COs by SOJ. A sample is provided in this Construction Administration Plan following the Change Order template. Change Tracking Log to be attached to each set of Project Coordination meeting minutes.2. Sequencing of Change Order:<ol style="list-style-type: none">a. All CMs, with complete back-up information submitted by Contractor to Owner, SOJ and Engineer.b. SOJ / Engineer provides list of acceptable CMs in a DRAFT CO to Contractor.c. Pending mutual acceptance, SOJ issues a final CO for execution.d. Contractor submits Pay Application, including approved COs to Owner, SOJ and Engineer.

AIA[®] Document G701™ – 2001

Change Order

PROJECT (Name and Address) Wildwood Trail Bridge 3996 W Burnside Rd Portland, OR	CHANGE ORDER NUMBER 1 Date: March 22, 2019	OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
TO CONTRACTOR (Name and Address) R&H Construction Co. 2019 NW Wilson Street Portland, OR 97209	ARCHITECT'S PROJECT NO. CONTRACT DATE: January 18, 2019 CONTRACT FOR:	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any background amount attributable to previously issued Construction Change Orders as)

CP-002	Yield Election	\$46,688.00
CP-003	FBCOT Performance Bond	\$0.00
TOTAL OF ABOVE ITEMS		\$46,688.00

The original Contract Sum was	\$2,065,170.00
The net change by previously authorized Change Orders was	\$0.00
The Contract Sum prior to this Change Order was	\$2,065,170.00
The Contract Sum will be increased by this Change Order	\$46,688.00
The new Contract Sum will be	\$2,111,858.00

The Contract Time will be unchanged

The date of Substantial Completion as of the date of this Change Order therefore is September 03, 2019

NOTE: This Change Order does not reflect changes in Contract Sum, Contract Time, or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time has been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNLESS SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

KPFF Consulting Engineers ARCHITECT (First Name) 111 SW Fifth Ave., Suite 2500, Portland, OR 97204 ADDRESS BY (Signature) _____ (Typed Name) DATE	R&H Construction Co. CONTRACTOR (First Name) 2019 NW Wilson Street, Portland, OR 97209 ADDRESS BY (Signature) _____ (Typed Name) DATE	Portland Parks Foundation OWNER (First Name) 1500 SW First Ave., Suite 760, Portland, OR 97201 ADDRESS BY (Signature) _____ (Typed Name) DATE
---	---	---

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311 Greenway, Suite 100, Portland, OR 97204 • 503.227.1111 • FAX 503.227.1112

**BARBARA WALKER CROSSING
CHANGE TRACKING LOG**

Item	RFIs	SI's	PR	CCDs	R&H PCI	Proj. Cont.	Owner Cont.	Description	Days	Approved Cost	Pending Cost	Rejected Cost	Remarks
ORIGINAL GMP										\$2,065,170.00			
CO									0				
Total CO #01									0	\$0.00			
PENDING CHANGES													
04					002			Added cost claim from steel erector	0				(02.07) PC hard copy received R&H 02.07
03								100% PWP drawings changes from GMP docs					(02.07) 100% documents to be issued late Feb.
02					001			M&M Construction add for orange fencing	0			\$3,325.00	(02.07) SOI has asked that this be deferred/Included w/100% docs change order
01								Supreme Steel response to 2-year warranty	0				(02.07) Response requested 01.10
Pending Changes Subtotal									0	\$0.00	\$0.00		
APPROVED PROJECT CONTINGENCY EXPENDITURES										\$0.00			
Remaining Project Contingency									0	\$0.00			

Updated 02.07.19

APPLICATION AND CERTIFICATE FOR PAYMENT

<u>PROCEDURE NAME:</u>	Application and Certificate of Payment
<u>DESCRIPTION:</u>	Payment application completed by Contractor and certified by Engineer prior to processing by Project Manager and Owner.
<u>FORM:</u>	Equal or similar to AIA G702 latest version
<u>FREQUENCY:</u>	Monthly
<u>COMPLETED/SUBMITTED BY:</u>	Contractor
<u>EXECUTED BY (IN ORDER):</u>	<ol style="list-style-type: none">1. Contractor (Submitted)2. Engineer (Certified)3. Project Manager (Auth. for Payment)4. Owner (Process Payment)
<u>COPIES TO:</u>	<ol style="list-style-type: none">1. As above

NOTES:

1. Project Manager seeks Certification from the Engineer and approves the Pay Application for Owner processing.
2. If Application for Payment cannot be certified by the Engineer or approved by the Project Manager due to concerns or discrepancies, Project Manager will coordinate with the Engineer and Contractor to resolve concerns, possibly resulting in a revised Application for Payment.
3. Upon receipt of an approvable Pay Application, the Owner shall make payment in accordance with the requirements of the Contract.
4. Change Order processing:
 - a. All CMs, with complete back-up information and DRAFT CO submitted by Contractor to Owner, SOJ and Engineer.
 - b. Pending mutual acceptance, SOJ requests Contractor to issue a final CO for execution.
 - c. Contractor submits Pay Application, including approved COs to Owner, SOJ and Engineer.
 - d. SOJ and Engineer visit site, approve Pay App.

LIEN WAIVER AND RELEASE

PROCEDURE NAME:

Lien Waiver and Release

DESCRIPTION:

Formal submission by Contractor of Conditional and Unconditional Release

FORM:

Per template to be prepared by kpff.

NOTES:

1. Contractor to prepare and include with each Pay Application, including signatures by Authorized Officer and Notary.
2. Contractor shall fill in dollar figures and dates for the Conditional Release, and dollar figures and date for Unconditional Release.
3. Upon request at project completion, Contractor to provide all copies of Lien Waiver and releases, for first and second tier subcontractors

R & H CONSTRUCTION CO.

UPON PROGRESS PAYMENT

The undersigned does hereby certify appropriate authority to sign and make representations on the payee's behalf, including a personal knowledge that all lienable claims and lower tier entities have been paid (or will be paid from these funds).

R & H CONSTRUCTION CO.

By: _____
(signature)

Name: _____
(printed or typed)

Title: _____

Corporate Acknowledgement

State of Oregon)
) ss
County of Multnomah)

On

_____ personally appeared before me, a Notary Public, the above named and states that he/she is _____ of the above named Corporation and acknowledged the foregoing to be his voluntary act and deed.

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROCEDURE NAME: Certificate of Substantial Completion

DESCRIPTION: Certificate prepared by the Engineer and approved by the Contractor and Project Manager and Owner indicating that the Project is substantially complete as defined in the Contract Documents.

FORM: AIA G704 or similar

COMPLETED/SUBMITTED BY: Engineer

EXECUTED BY:

1. Contractor (Submitted)
2. Portland Bureau of Transportation
3. Engineer (Certified)
4. Project Manager

COPIES TO:

1. As above
2. City of Portland PP&R Representative

As the Permitting Authority, PBOT acceptance of Substantial Completion is required prior to Engineer issuing Certificate. PBOT will issue Substantial Completion separately for the Bridge Structure and Mitigation Planting.

 **AIA Document G704™ – 2000**
Certificate of Substantial Completion

PROJECT: (Name and Address)

Wildwood Trail Bridge
3998 W. Burnside Rd.
Portland, OR

PROJECT NUMBER:

CONTRACT FOR:

CONTRACT DATE:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

TO OWNER: (Name and Address)

Portland Parks Foundation
1500 SW First Ave., Suite 760
Portland, OR 97201

TO CONTRACTOR: (Name and Address)

R&H Construction Co.
2019 NW Wilson Street
Portland, OR 97209

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE: The Work in its entirety.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this certificate, which is also the date of commencement of applicable warranties required by the Contract Documents.

KPFF Consulting Engineers

ARCHITECT

BY

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the Final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective:

The Contractor will complete or correct the Work on the list of items attached hereto within (30) days from the above date of Substantial Completion.

R&H Construction Co.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5 PM on April 05, 2019.

Portland Parks Foundation

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Owner assumes responsibility for security, maintenance, heat, utilities, damage to the Work and insurance at the date and time of possession noted above.

Policy 14:

PESTICIDE APPLICATIONS BY NON-PARKS AND RECREATION EMPLOYEES

PURPOSE

This policy establishes oversight procedures over all pesticide applications taking place on park land carried out by non-PP&R personnel, such as other city bureaus, private companies or individuals. Anticipated applications by these entities must undergo a special approval process to satisfy certain licensing and other requirements before the work can take place. This oversight is essential to ensure that all pest management activities occurring on park land adhere to established IPM based goals and principles and address environmental and safety concerns.

BACKGROUND

Without proper oversight, pest management activities undertaken by non-PP&R personnel may lead to regulatory, environmental or safety problems. Park infrastructure, landscapes, and the public may be put at risk, or IPM principles may not be adequately adhered to. The approval process within this policy is not intended to be a hindrance to appropriate and timely work. These procedures are intended to ensure that the best practices are used and problems avoided.

POLICY

Contractors, other city bureaus, partner organizations, state and county agencies desiring to apply pesticides to park property shall submit a completed *Application for Pesticide Use on Park Land* form to the IPM Program Coordinator for evaluation before any pesticide application takes place. This form can be found at in Program appendix 5 at:

<http://www.portlandonline.com/shared/cfm/image.cfm?id=103892>

or it can be obtained by contacting the coordinator at 503-823-1636. Required information details license numbers, materials, methods, equipment, purpose, notification, reporting, and more.

After receiving the completed form, the coordinator shall review the proposal, contact any affected PP&R staff, and approve or deny the request based on PP&R IPM program principles.

Details of the required licensing and bureau oversight for various categories follow.

Employees from other city bureaus with an adopted IPM program:

Full time, permanent employees of other city bureaus possessing valid state pesticide applicator licenses will be considered for approval to apply pesticides to PP&R property. The applicators license in the state-defined category appropriate for the particular application is required.

Employees of commercial pesticide operator companies:

Employees of commercial pesticide operator companies possessing valid state pesticide applicator licenses will be considered for approval to apply pesticides to PP&R property. The applicator license in the state-defined category appropriate for the particular application is required. A "Trainee License" is not sufficient licensing for park applications except for specially approved projects involving the removal of invasive plants as part of natural lands restoration

Attachment 1

management. Furthermore, use of "Trainee" licensed applicators for these special projects will be approved only when all of the following conditions are met:

- The licensing variance must be specifically approved by PP&R IPM Coordinator.
- The work must occur under the direction of a contractor-supplied, fully licensed supervisor.
- There must be direct on-site supervision from a fully licensed city bureau representative for the duration of the application, e.g. PP&R or Bureau of Environmental Services staff.
- Before approval, there must be evidence that all trainee licensed applicators have sufficient previous pesticide application experience and a safety record to satisfy the PP&R approval process. Acceptable application experience may vary, but will be of sufficient assurance to PP&R of employee competence and knowledge of safe work practices. Three to five months is a likely minimum experience interval for approval. Inexperienced trainee licensed applicators will not be allowed to apply pesticides to park land.

Contractors must satisfy all of the standard applicable city contractual language pertaining to pesticide applications. These subjects may include safety precautions, liability issues, and other responsibilities. These issues are dealt with in the contract language agreed to before the project commences by both city representatives and the contractor.

The performance record of contracting businesses applying pesticides to PP&R lands shall also be regularly reviewed by PP&R and any other city bureaus involved. This review shall include an examination of past work and safety performance. All involved bureaus will disclose pertinent information regarding any performance or safety issues raised from prior projects.

Employees of partner organizations:

Full time employees of partner organizations possessing valid state pesticide applicator licenses will be considered for approval to apply pesticides to PP&R property. The applicator license in the state-defined category appropriate for the particular site is required and trainee license designations are not sufficient. There must also be direct on-site supervision from a fully licensed city bureau representative for the duration of the application, e.g. PP&R staff.

Employees of state agencies:

PP&R understands that there may be situations where state agencies need to apply pesticides to city property as part of their mandate to perform early detection and control of invasive species. PP&R is supportive of early detection and rapid response to serious invasive species threats, and communications from the state regarding their need for pesticide use for these purposes on park land will be responded to by the coordinator in a timely manner.

Employees of the county vector and nuisance control agency:

PP&R understands that there may be situations where the county vector and nuisance control agency has the need to apply pesticides to city property as part of their mandate to further public health goals. Communications from this agency stating their need for pesticide use for these purposes on park land will be responded to by the coordinator in a timely manner. Licensed public health endorsed applicators will be considered for approval to apply pesticides to PP&R property. PP&R and the county will work together to arrive at mutual agreements for activities that address public health goals and good environmental stewardship.

**APPLICATION FOR PESTICIDE USE ON PP&R PROPERTY**

business or organization			commercial operator license number:		
address			applicator(s) names(s) and license number(s):		
city	state	zip			
phone	fax				
contact individual(s)					

name/address of park or site:	specific area treated (attach map):	area treated (sq.ft etc.):	date(s) of application:

Purpose of application:

Method of treatment: include pesticide formulations, dilutions, and type of equipment used:

Treatment notification procedures: describe signage, fencing, or other public notification plans:

Does any part of application take place within an aquatic site, or within 25 feet of a body of water? if so, describe:

**NOTE: PESTICIDE APPLICATION RECORDS
MUST BE SUBMITTED TO PP&R WITHIN
48 HOURS AFTER AN APPLICATION**

Submit to:
Portland Parks & Recreation
Attention: Nichole Linehan
6437 SE Division, Portland, OR 97206
nichole.linehan@portlandoregon.gov
503-823-1991
PORTLANDPARKS.ORG

APPENDIX 5

This application is: APPROVED ☐ DENIED ☐
with the following stipulations/explanation: _____

by: _____

ATTACHMENT K2



R&H Construction Site Specific Safety Plan

Wildwood Trail Bridge Job #1018.170

This plan provides specific information necessary for effective site implementation of the R&H Construction Safety & Health Program.

Safety Policy Statement

The management of R&H Construction is dedicated to ensuring that our Safety and Health Program achieves the highest possible standard of accident prevention. This program belongs to its employees. With this in mind, we have developed these objectives:

1. The safety and wellbeing of our employees, subcontractors and customers is a recognized value. We will provide a safe and healthful work environment.
2. To comply with all local, federal and state laws and regulations governing hazards to the safety and health of employees, clients and the general public.
3. We will do all we can to eliminate personal injury, equipment and property damage. We will not compromise safety for production and quality.
4. We establish responsibility and accountability for the safety program at our office and each project.
5. We will achieve a uniformity of excellence in our working environment.
6. Empowerment of each employee to play an integral role in the improvement of our Safety and Health Program.

The effectiveness of the company's Safety and Health Program depends upon the participation and cooperation of all supervisors and employees. Our goal is to complete each of our jobs safely and free of injury or accident.

General Project Information

Project Address: W. Burnside Rd.
(Between NW Barnes Rd &
NW Hermosa Rd)

Project Superintendent: Chuck Roberts – Cell (503) 806-1615

ATTACHMENT 2

Project Foreman: Duane Green – Cell (503) 522-0763

Project Manager: Shane Bliss – Cell (503) 702-4929

Owner: Portland Parks Foundation
888 SW 5th Avenue, Suite 1600
Portland OR, 97204

Start date: March 25, 2019

End Date: August 31, 2019

1. Project Safety Information

1.1 Emergency Phone Numbers:

Police: 911

Fire: 911

Project Superintendent – Chuck Roberts - Cell: 503-806-1615

Project Foreman – Duane Green - Cell: 503-522-0763

Project Manager – Shane Bliss - Cell: 503-702-4929

Safety Director: Art Bush - Cell: 503-970-4830

Safety Coordinator: Bill Barnes – Cell: 503-701-3587

1.2 Project Safety Representative for R&H: Chuck Roberts

1.3 1st Aid/CPR/AED Trained Individuals On-site:

Name	Expiration Date
Supt.- Chuck Roberts	8-2020
Foreman - Duane Green	8-2020

All accidents or near misses are to be reported to Chuck Roberts and/or Duane Green immediately.

1.4 Medical and Drug Testing Facilities to be used: (Map to hospital or medical treatment facility located in or near Superintendent's office area)

Treatment for:	Facility Name	Address	Phone Number
Minor injuries:	AMR	Mobile Unit	503-227-4023
Serious Injuries:	Legacy Good Samaritan Hospital	1015 NW 22nd Ave, Portland, OR 97210	503-413-7711
Drug Testing:	AMR	Mobile Unit	503-227-4023

1.5 Project Evacuation Alarm and Assembly area: Verbal or air horn /location of Assembly: Three blasts on the air horn and all personnel are to meet at the project trailer.

1.6 Schedule for Weekly On-site Safety Meetings:

	Day	Time	Location	Conducted By whom
Meeting:	Tuesday	10 AM	Outside R&H Trailer	Duane Green

All personnel working on the site will be required to attend the weekly safety meeting.

1.7 R&H will provide site specific safety orientation for all R&H and subcontractor employees working on the site.

Duane Green will conduct and log the orientation. The orientation will include, but not be limited to: fall protection, silica awareness, ladder safety and awareness of traffic conditions on Burnside.

2. Special Hazards

2.1. Work at unprotected heights at or in excess of 6' above level below. (OSHA Focus Four Hazard)

Designated competent person: Chuck Roberts

R&H Construction will require handrails to prevent falls from heights 6' or greater above the level below. If handrails cannot be installed, R&H will require a fall protection system (fall restraint or fall arrest) be put in place. All personnel on site that are in a fall protection system must be trained with the use of that system. A rescue plan must be developed and implemented as part of the overall fall protection plan. On this site the rescue will be conducted with a scissor or boom lift or extension ladder. Once they are retrieved they will be brought to the ground. They will sit until an EMS person has checked them out and either transported them or cleared them to return to work. All fall protection gear involved in a fall will be removed from service immediately.

R&H will require self-retracting lifelines be used when working over Burnside in lieu of rope grabs to minimize the amount of rope potentially hanging off the bridge. Subcontractors, including By Design and Zavala, will be required to provide R&H with a fall protection and rescue plan if they will have their workers in fall protection gear.

2.2 Work near energized overhead electrical transmission lines (OSHA Focus Four Hazard)

The power lines on north side of Burnside will be removed prior to any work taking place in that area. All of the existing franchise utility lines will be

relocated underground between the two new poles. All work to be completed prior to mobilization of the project.

**2.3 Work on energized equipment
(OSHA Focus Four Hazard)**

A trailer mounted generator will provide power for R&H's office in the staging area, which is currently the existing gravel lot on the South side of Burnside. Any other power needs for equipment will be provided by R&H or a subcontractor's portable generator. Fuel for these units will be kept in a metal safety fuel can, stored on site and located in a steel storage container. All temp power (spider boxes) being used are GFCI protected.

**2.4 Work near excavations and trenches.
(OSHA Focus Four Hazard)**

The excavator will designate the competent person from their team. Appropriate fencing, barriers or controlled access zones will be established to keep unnecessary workers and the public out. Reference the R&H staging plan. Excavations 5' or deeper will require the correct slope 2:1, appropriately benched, or shoring prior to workers entering the excavation. Excavator will be able to provide tab data sheets for any shoring placed in the trench. Excavator will provide ladders per code for egress from the trench or excavation. The excavator will maintain the city streets to keep dust to a minimum. They will provide flaggers for their work activities when necessary. Location of existing utilities will be marked prior to any excavating.

2.5 Use of gas (propane, bio fuels, gas, diesel, etc.) powered equipment inside a confined space. (concrete saws, backhoes, compactors, etc.)

Not applicable.

2.6 Haz com program (potential exposure to toxic chemicals) and high noise levels.

Haz Com Program

R&H Construction or any sub working on site will have access to or have in their possession an SDS sheet for any chemicals or materials brought on-site. The individual(s) using the product must be familiar with it and the hazards involved. R&H utilizes Chem Tel Inc. to obtain its SDS sheets. Posters are mounted on the site bulletin board in the project trailer with a telephone number for accessing the system 24/7. R&H must maintain a written list, per the Haz Com Standard, of all chemicals that are on the project whether R&H's or the subcontractors.

Noise

When workers are exposed to equipment or activities creating noise of 85 db and above (eight-hour TWA), hearing protection must be used.

2.7 Work on ladders

Ladders will be inspected on a regular basis. They must have all the required manufacturer labels and the duty rating clearly readable. Step ladders will be used in the open position with the spreader bar locked. No one will stand on the top two steps when using the step ladder. An extension ladder must be tied off or secured at the top to prevent tipping. Extension ladders will be used at an angle of 4-1 (vert. to horiz.). Side rails of extension ladders must be extended at least (3) three feet above the upper landing surface unless a ladder extension system is used.

2.8 Work with forklifts, scissor lifts or aerial boom lifts

All workers, including subcontractors, using lifts must provide R&H Construction with documentation showing that the individual has been trained in the use of that piece of equipment. Fall protection equipment must be worn while operating aerial boom lifts. If any accessories are attached to lifts, the company using the lift must have written approval from the lift manufacturer or rental company that it is acceptable to do so. Subcontractors must show proof that they are performing pre-start inspections on their equipment. All lifting hardware (chains, straps, wire rope and any connector devices) must be inspected prior to each use to ensure their integrity has not be compromised.

2.9 Fire prevention and protection

Fire extinguishers are located on the site. They will be checked regularly and maintained until the project is turned over to the owner. During the summer months the surrounding vegetation may be extremely dry and create a greater exposure for a brush fire. Fire extinguishers will be required to be nearby when any cutting creating sparks, hot work or flames are present in the work activity. A hot work permit will be required for this work. R&H Construction will issue the permit.

Smoking is not allowed on site at any time.

2.10 Personal Protective Equipment

Hard hats, safety vests (class two for construction workers and class three for flaggers), appropriate foot wear and long pants will be required at all times. Safety glasses, gloves, respirators & hearing protection must be worn when the specific work activity requires it.

2.11 Silica dust mitigation

If R&H personnel or subcontractors are going to be grinding, drilling, chipping or cutting any material that contains silica, they will develop a written Exposure Control Plan to outline procedures that will be put in place to protect the worker from breathing respirable silica.

2.12 Subcontractors:

- All subcontractors and their personnel will be oriented to the R&H Construction project by a designated R&H Construction representative before they can go to work on-site.
- Subcontractors must have one employee on-site that can understand and speak English.
- Subcontractors must provide documentation of fall protection training for their employees when they are using fall protection equipment.
- Parking for subcontract work crews will not be allowed on site. Subcontractors have been provided the optional parking locations per Victor Sanders – Land Stewardship Division.
 - Hoyt Arboretum
 - Vietnam Veteran's Memorial
 - Sylvan Business Lots

2.13 Other:

Standard for Safety

All employees, subcontractors, subcontractor employees, suppliers, owners and owners' representatives are required to abide by the R&H safety rules, which at a minimum, meet OR-OSHA standards for safety.

General Site Behavior: Anyone making inappropriate comments, gestures or acting in an inappropriate manner will be terminated from the job-site immediately.

Disciplinary Policy:

All personnel working on the job-site will be subject to the following safety disciplinary policy.

1. A safety rule or policy broken for the first time will result in a verbal or written warning.
2. The second time an employee breaks the same rule or policy they will be suspended from the job-site for seventy-two hours.
3. The third time an employee breaks that safety rule or policy they will be terminated from the job-site.

R&H Construction is not required to go through all of the steps in the disciplinary process or follow the exact order of steps. A supervisor may move directly from an oral or written warning to termination if they feel that such

action is appropriate based upon the employee's conduct, past practice and the surrounding circumstances.

Site security and housekeeping:

Temporary chain link fencing will be placed around the R&H staging area on the south side of Burnside to keep the public out of the site. Reference the project staging plan. Project, R&H Construction, CICP and Site-specific signage will be mounted on chain link fencing. Any other signage excluding trail closure signage posted by Portland Public Parks must receive approval from the site Superintendent prior to its being mounted. Trash receptacle(s) will be provided by R&H. Good housekeeping practices are expected by each subcontractor and their crew.

Scaffolding:

Any R&H Construction personnel or subcontractor's using scaffolding during construction shall be trained on its use. Training will be documented. Daily inspection of the scaffold will be documented by the designated competent person on the daily inspection log.

Crane procedures:

Crane operations will be performed on the job-site. A lift plan will be developed prior to the lift by Supreme Steel and their erection subcontractor, By Design Steel. The plan will be reviewed and approved by R&H. R&H Construction will require the crane operator to provide documentation that they are NCCCO certified. In addition, anyone rigging or signaling the crane will need to provide documentation that they are certified to do so. All lifting hardware (chains, straps, wire rope and any connector devices) will be inspected prior to each use to ensure their integrity has not be compromised. Road closures for the bridge erection will be coordinated through R&H's on-site Superintendent and will comply with PBOT's approved traffic control plan.

Contraband Policy, Smoking and Firearms

Drug and alcohol use, possession or distribution is strictly prohibited on this project. Smoking is not permitted on-site. Possession of firearms on-site is strictly prohibited.

Operational Site Facilities

Not Applicable.

Public Safety and interruption to facility (operations, client's employees and visitors)

Portland Public Parks department will provide signage on the Wildwood trail including both side of Burnside to alert trail users that the trail has been temporarily closed to through traffic due to construction. R&H has received approval from PBOT to reduce vehicular speed to 30 mph in the work zone to protect the workers who are working close to the roadway. This may be accomplished using road signage, cones and flaggers. R&H may require that all

workers who carry hand tools in tool belts, protect the public from falling tools by requiring lanyards on all hand tools when working above the active roadway.

Burnside Crossing

R&H acknowledges a heightened risk of worker safety due to traffic on Burnside. It is R&H's intent to minimize the amount of times that a worker will need to cross Burnside. When the necessity arises R&H will have flaggers slow traffic as needed at the West and East ends of the project.

Prepared by: Chuck Roberts

Date: 2/13/19

**Reviewed and approved by: Art Bush
R&H Safety Director**

Date: 2/25/19



Performance Bond

Public Works Permitting
503-823-1987 pwp@portlandoregon.gov

Bond Number: 107040849

PBOT Permit Number: TB0065

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, R & H Construction Co., 2019 NW Wilson Street, Portland, OR 97209

principal name

as Principal, and, Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183

surety name

a corporation organized and existing under the laws of the State of Connecticut

surety state of incorporation

and duly authorized to transact a surety business in the State of Oregon, as Surety, are held and firmly bound unto the CITY OF PORTLAND, a municipal corporation of the State of Oregon, in the penal sum of

ONE MILLION SEVEN HUNDRED FOURTEEN THOUSAND THREE HUNDRED SEVENTEEN AND ZER/100 dollars (\$ 1,714,317.00),

dollar amount, alphabetic

dollar amount, numerals

lawful money of the United States of America, for the payment which well and truly to be made, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH:

WHEREAS, Portland Parks Foundation

permittee name

as Permittee, has applied to the City of Portland for a permit to construct public improvements as described by

PBOT Job TB0065, Wildwood Trail at W Burnside

permit number(s) & name

under the provisions of the Code of the City of Portland, and whereas said permit will issue, if at all, subject to and upon certain conditions, directions, stipulations, terms, provisions and requirements provided for therein, said permit is hereby made a part of this bond to the same extent and effect as if written herein and specific reference now made to all the terms, provisions, specifications and requirements set out, declared and provided for in said permit;

NOW THEREFORE, if the Permittee or its successors shall faithfully and truly observe the terms, provisions, conditions, stipulations, directions and requirements of said permit, whether or not said permit has been issued, and shall in all respects, whether the same be enumerated herein or not, faithfully comply with the same and shall assume the defense of, indemnify and save harmless the City of Portland, its officers, agents and employees from all claims, liabilities, loss, damage or injury which may have been suffered or claimed to have been suffered to persons or property directly or indirectly resulting from or arising out of the operations or conduct of the Permittee or its successors or any contractor or subcontractor in the performance of the work under said permit and shall indemnify and make whole the City for any injury or damage to any and all public infrastructure, facilities, property, or any part thereof, resulting from the operations or conduct of the Permittee or its successors or any contractor or subcontractor in connection with the performance or conduct of the work under said permit, and shall in all respects faithfully keep and observe all of said terms, provisions, conditions, stipulations, directions and requirements, then this obligation is void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, the Principal and the Surety have duly executed this instrument this

21st day of March, 2019

date

month

year

R & H Construction Co.

Principal's Name, print

Signature, Principal's Representative

Signatory Name and Title, print

Anchor Insurance & Surety, Inc.

Firm Name of Attorney-in-Fact

Signature, Attorney-in-Fact for Surety

Gail A. Price, Attorney-in-fact

Attorney-in-Fact Name, print

1201 SW 12th Ave., #500

Attorney-in-Fact Street Address

Portland, OR 97205

Attorney-in-Fact City, State, & Zip

503-224-2500

Attorney-in-Fact Telephone Number

gprice@anchorias.com

Attorney-in-Fact Email Address

Corporate Seal

Power of Attorney Attached

ATTACHMENT M



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Gail A. Price, of Portland, Oregon**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21st day of March, 2019.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.