

153064



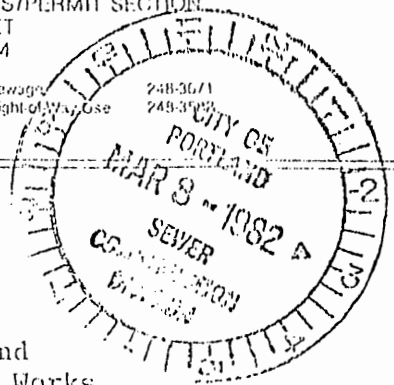
MULTNOMAH COUNTY OREGON

ENVIRONMENTAL SERVICES/PERMIT SECTION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214

DONALD E. CLARK
COUNTY EXECUTIVE

Inspection (503) 248-5272
Building 248-3547
Plumbing 248-3559

Sewer 248-3671
Right of Way Use 248-3908



March 4, 1982

City of Portland
Dept of Public Works
621 S.W. Alder Street
Portland, OR 97205

_____	Klinger	<u>AK</u>
_____	Green	_____
_____	Ferguson	_____
_____	Kirk	_____
_____	Morrison	_____
_____	Liesch	_____
X-Copy	STAN TONGER	3-8-82
X-Copy	Tles	3-8-82
_____	D. E. (S)	_____
_____	P. S. & P. D.	_____
2	File	2830

RE: S.W. 45th Drive - Permit 80-2145-MC

As a result of sanitary sewer construction in S.W. 45th Drive, a section of roadway through a fill area, in the vicinity of S.W. Marigold Street is slipping away.

Special Provision No. 1 of your permit requires the right-of-way to be restored to an equal or better condition than existed prior to construction.

Stabilization of the slide area must be accomplished before restoration of the right-of-way can be completed.

Plans for stabilization of the slide area and restoration of the public right-of-way must be approved by the County Engineer.

Due to the serious nature of this problem, your immediate attention is requested.

If you have any questions regarding this matter, please contact this office.

Very truly yours,

Frank L. Beyer
R/W Use Permit Supervisor

FLB/jc

cc: Lee Klinger, Principal Eng., Const. Div.
Sproul Excavating Co.
Wayne Espenel, Road Maint. Supervisor

EXHIBIT A

Ex 11

153064

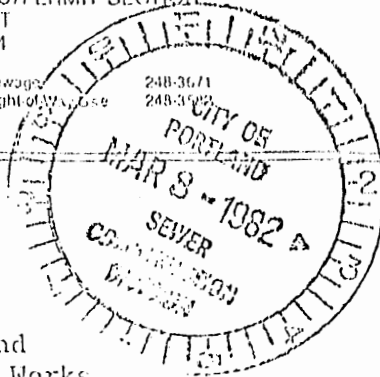


MULTNOMAH COUNTY OREGON

ENVIRONMENTAL SERVICES/PERMIT SECTION
2115 SE MORRISON STREET
PORTLAND, OREGON 97214

DONALD E. CLARK
COUNTY EXECUTIVE

Inspection (503) 248-5272 Sewage 248-3671
Building 248-3947 Right of Way Use 248-3568
Plumbing 248-3568



March 4, 1982

City of Portland
Dept of Public Works
621 S.W. Alder Street
Portland, OR 97205

_____	Klingler	<u>JK</u>
_____	Crain	_____
_____	Ferguson	_____
_____	Kirk	_____
_____	Morrison	_____
_____	Liesch	_____
x-Copy	SPW Trenching	3-8-82
x-Copy	Tles	3-8-82
_____	D. E. (S)	_____
_____	P. S. & P. D.	_____
2	File	<u>2830</u>

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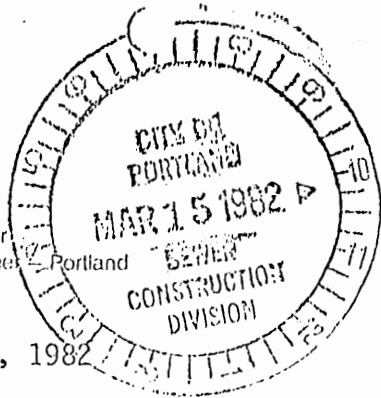
Very truly yours,

Frank L. Beyer
R/W Use Permit Supervisor

FLB/jc

cc: Lee Klingler, Principal Eng., Const. Div.
Sproul Excavating Co.
Wayne Espenel, Road Maint. Supervisor

URGENT A



L. L. Chandler
District Engineer - Portland

March 10, 1982

Lee Klinger
Const. Div. Chief
621 S. W. Alder, Room 800
Portland, Oregon 97205

Dear Mr. Klinger:

Current construction by Sproul Excavating Inc. is jeopardizing existing Pacific Northwest Bell Telephone Company conduit structures and buried cable in Multnomah County Right of Way on S. W. 45th Dr.

Recent heavy rains have caused sliding of the earthen embankment, which was exposed to weathering during City of Portland sewer line construction by Sproul Excavating Inc. on the westerly side of S. W. 45th Dr., specifically between S. W. Freeman and S. W. Orchid Street in Portland, Oregon.

PNB's existing facilities, comprised of a conduit system and a single direct buried cable, are located parallel to each other in the western half of the County Right of Way at 13' ± 1 and 17' ± 1 east from the west property line, respectively. The conduit structure is made up of 6 plastic ducts encased in concrete, having a designed ultimate strength of 2000 pounds; also, a single plastic duct encased in sand is on top of this structure. This duct system contains one 1800 pair exchange cable. This duct system as a whole requires uniform support along the length of the conduit.

Adjacent and parallel to this structure is a single plastic sheath direct buried 1200 pair exchange cable. This cable has been previously exposed and tensioned and has insufficient slack to withstand additional tension caused by possible ground movement. The outer sheath of both cables must be protected from mechanical damage to prevent water penetration.

We find that it is imperative to request that adequate structural shoring and protective measures be undertaken by responsible parties to insure the integrity of these underground structures and prevent the possible service interruption to over 2200 subscribers and business services.

Any proposed embankment retainment structure must be of such a nature that no lateral ground movement will be allowed.

Any questions concerning this request can be directed to M. R. Kincaid on 238-3076 or D. R. Maciejewski on 238-3027.

Sincerely,

L. L. Chandler

cc: Sproul Excavating Inc.



Exp. 6
153067

Pacific Northwest Bell

825 NE 20th Avenue
Portland, Oregon 97232
Phone (503) 238-3081
Ferguson
Kirk
Morrison
Llesch
D. E. (S)
P. S. & P. S.
Lib 2830

CITY OF PORTLAND
INTER-OFFICE CORRESPONDENCE
(NOT FOR MAILING)

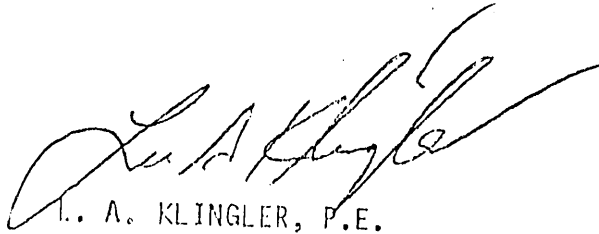
153061
E.I.C.

April 5, 1982

From Lee A. Klingler, Field Engineering (Sanitary)
To Auditor's Office
Addressed to Leon Beshear
Subject Awarding of Professional Services Contract for Evaluation
of Causation of Landslide - S. W. 45th Drive - Job No. 3976

Pursuant to our telephone conversation, attached herewith is an executed contract with L. R. Squier Associates, Inc. for the subject work. It is understood that funding will be provided by the L.I.D. fund through the Auditor's Office to L. R. Squier Associates, Inc. as work progresses.

Ultimately, payment for this work will be charged to the L.I.D., to the Contractor, or paid by purchase order from this office.



L. A. KLINGLER, P.E.

LAK:11
Attachment

EXHIBIT C



L. R. SQUIER ASSOCIATES INC.
geotechnical consultants

153061

PS-282



4255 oak ridge road
p.o. box 1317

lake oswego, oregon 97034
tel. (503) 635-4419

April 1, 1982

Bureau of Sanitary Engineering
621 S.W. Alder Street, Room 800
Portland, Oregon 97205

Attn: Lee A. Klingler
Principal Engineer

Re: Proposal For Evaluation of Causa-
tion of Landslide, S.W. 45th Drive,
Portland, Oregon

Dear Mr. Klingler:

We are pleased to submit herewith our proposal to provide geotechnical engineering services to evaluate the cause of the landslide off S.W. 45th Drive in Portland, Oregon. The investigation would consist of a review of available information pertaining to the site and to the earth slide, engineering studies, and the formulation of conclusions concerning the cause(s) of the earth slide. A preliminary report will be provided by April 20th, based on assumed soil strengths, water conditions, and slide plane geometry. As remedial construction work proceeds, ground conditions would be observed and samples of the soil in the slide plane will be obtained. Shear strength testing would be performed and our analyses subsequently refined. A final report will present all data and our conclusions.

A visit was made to the site on March 30, 1982. The subject earth slide has occurred on the downstream slope of an embankment that crosses a canyon with a creek at the bottom. A contract for the construction of a Local Improvement District Sanitary Sewer System is presently in progress. As part of that contract, a horizontal bore for pipe placement was required near the bottom of the fill. A small slide occurred in June, 1981, after a bore pit had been constructed. This

slide did not cause concern for the utilities and the roadway. Reconstruction of the slide area, using clay material, was completed in September, 1981. In October, 1981, a second bore pit was excavated and a horizontal bore was completed in November, 1982. Large boulders were encountered during boring operations near the bottom of the fill. At the time of completion of the bore, the bore pit was dry. The open bore pit remained until December 22, 1981, when the subject earth slide commenced followed by continued slippage. In addition, 4 feet of fill was placed at the top of the slide, bringing it to near level with the pre-existing street grade by the contractor on February 17, 1982, and a plastic cover was placed over part of the area. Since February 17th the area has subsided another 4 feet for a total of approximately 8 feet.

We understand that you want us to evaluate the slide and the various contributing factors. In addition, you want us to suggest temporary methods that might have been used by the contractor to prevent ground instability. Based on the foregoing, we propose to accomplish the following items of work:

1. A review of documented pre-slide and post-slide conditions, including conferences with your staff.
2. A review of documented subsurface information in the vicinity of the earth slide.
3. Review survey requirements with your surveyor.
4. Conduct preliminary stability analyses, considering pre-slide conditions and various conditions occurring during construction prior to the earth slide, December 22, 1982.
5. Prepare a preliminary report, due April 20th.
6. Observe subsurface conditions and obtain soil samples from earth slide during remedial construction work (however, "inspection" of the contractors work is not a part of our scope of work).
7. Perform shear strength testing and related laboratory tests.
8. Confirm/refine stability analyses.
9. Prepare final report. Five copies of the report would be provided for your use and distribution.

The compensation for the engineering services would be on a time and materials basis, as described in the attached Fee Schedule. We estimate that the total cost for the scope of work outlined above would be in the order of \$8,400.00 to \$9,700.00. A breakdown of the estimated costs is presented in the following table. We would agree not to exceed the larger sum without your prior approval. Should you wish to modify the scope of work prior to accepting this agreement, we would be pleased to review this proposal and our estimated fee with you.

<u>Scope of Work</u>	<u>Estimated Cost</u>
Review/Collect/Summarize the Background Information	\$1,200.00 to 1,600.00
Preliminary Analyses and Studies	1,400.00 to 1,800.00
Preliminary Report	1,700.00
Confirm Subsurface Conditions and Obtain Soil Samples	1,000.00 to 1,500.00
Laboratory Tests	1,500.00
Confirm/Refine Analyses	700.00
Prepare Final Report	900.00
	<u>\$8,400.00 to 9,700.00</u>

The above scope of work assumes that the City will perform surveys to define the limits of the earth slide and to define ground profiles. The survey work requirements, as needed for our studies, would be determined immediately after contract authorization. We anticipate that the preliminary report on the investigation can be submitted to you by April 20th, provided that our work is started by April 6th and that the survey results are made available by April 12th. The final report will be submitted after soil sampling and testing and confirmation/refinement of our preliminary analyses and conclusions.

This proposal may be made a formal agreement by signing and dating in the space provided below and returning one copy of this letter to us. If more than 120 days pass before authorizing the proposed work, we reserve the opportunity to review and modify this proposal where necessary.

We look forward to being of service to you on this project. Should you have any questions regarding this proposal, or if renegotiation of the scope of work is considered advisable, we would be pleased to confer with you at your convenience.

Very truly yours,
L.R. Squier Associates, Inc.

George Machan

by George Machan, P.E.
Senior Engineer

GM/es
Encl: Fee Schedule (11/81)

~~*[Signature]*~~
Authorized by

Date 7/6/82

Mike Lindberg /MS
Approved by Commissioner
in Charge

Date 4-6-82

APPROVED AS TO FORM

Christopher P. Thomas
CITY ATTORNEY *CT*

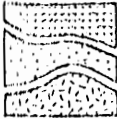


L. R. SQUIER ASSOCIATES INC.

geotechnical consultants

153061

PS-282



4255 oak ridge road
p.o. box 1317

lake oswego, oregon 97034
tel. (503) 635-4419

ATTACHMENT

A. Equal Employment Opportunity

We agree to perform our services in compliance with Chapter 3.100 of the Code of the City of Portland, including certification as an EEO affirmative action employer by the Contract Compliance Division of the Bureau of Financial Affairs.

B. Worker's Compensation

We are protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance) as required by the applicable Oregon statute.

C. Ownership of Documents

Drawings, specifications, reports, programs, manuals or other documents produced under this agreement shall be the property of the owner.

D. Other Provisions

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

It is understood that we have not been retained or compensated to provide design and construction review services relating to the safety precautions of any contractor or subcontractor who may work on the project arising out of this study.

L. R. SQUIER ASSOCIATES INC., GEOTECHNICAL CONSULTANTS

November, 1981

PROFESSIONAL SERVICES

Fees for services are based on the time expended on the project by professional, technical and clerical personnel. The fee will be computed by multiplying by two and four-tenths (2.4) the payroll cost charged to the project. The payroll cost will consist of the employees' salaries charged to the project plus thirty-five percent for payroll taxes and benefits.

REIMBURSABLE EXPENSES

The following items of expense will be billed at direct cost plus 5 percent.

- 1) Transportation to and from projects:
 - a) For use of personal and/or company vehicles at \$0.25 per mile.
 - b) For use of rental cars, trucks, boats, airplanes or other means of transportation.
- 2) Transportation and subsistence expenses incurred for out of town travel.
- 3) Shipping charges for samples, field test equipment and similar.
- 4) Long distance telephone calls, telegrams and cables.
- 5) Piezometers, observation wells, settlement plates, sample jars, or other similar items expended in the investigation.
- 6) Reproduction of drawings and reports.
- 7) Computer service charges.

BORINGS AND OTHER EXPLORATIONS

Contractors, including Geo-Tech Explorations, Inc., a firm in which the principals of L. R. Squier Associates have an interest, will be engaged to make borings and to conduct other types of subsurface explorations. The contractor's invoices plus 10 percent will be added to our fee.

SAMPLES

All samples of soil and rock will be discarded 30 days after submission of our report unless you advise otherwise. Upon request, samples can be sent to you, charges collect, or they can be stored for you for an agreed storage charge.

SERVICES BY OTHERS

On occasion specialized services by consultants or other technical companies may be needed. Such services will be utilized only with your approval, with the cost of such services included in the invoice plus 5 percent.

INVOICES

Invoices will be submitted monthly for the services performed during the prior month. Payment will be due within 30 days of receipt of invoice. Interest will be added to accounts in arrears at the monthly rate of 1 1/2 percent for each month of delinquency.

LIABILITY AND WARRANTY

We are protected by General Liability Insurance for bodily injury and property damage with the combined limit of \$1,000,000.00. Within the limits of said insurance, we agree to save you harmless from and against loss, damage, injury or liability arising directly from our negligent acts or omissions. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, as specifically directed by you, such additional insurance (if procurable) shall be obtained and your account invoiced. In any event we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of the insurance.

Warranty All professional services will be performed, the findings obtained, and the recommendations prepared in accordance with generally accepted engineering and geological practices. No warranty, either expressed or implied, is made in connection with the professional advice or services provided under the terms of our agreement(s).

Professional Liability The Client agrees that the total aggregate liability of our firm for any alleged professional acts, errors or omissions made on the part of our professional staff and for which you sustain injury, damage or other liability shall not exceed \$50,000.00 or our fee, whichever is greater. A waiver of this limitation may be obtained upon your written request and the payment of an additional sum, to be negotiated.



CITY OF

PORTLAND, OREGON

DEPARTMENT OF PUBLIC WORKS

original
153061

Mike Lindberg, Commissioner
Office of Public Works Administrator
621 S.W. Alder
Portland, Oregon 97205

April 5, 1982

MEMORANDUM

To: Commissioner Mike Lindberg
From: John M. Lang, City Engineer
Subject: Awarding of Contract for S.W. 45th Drive Slide
Reconstruction - Job No. 3976

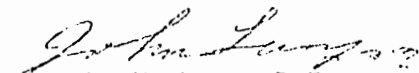
Attached herewith are the bids and tabulation of bids for the construction of the above named project.

It is recommended that the lowest responsible bid of Coast Marine Construction, Inc., in the amount of \$73,036.00 be accepted and that a contract be executed.

Pursuant to Section 5.32.030. Emergency Purchases of the City Code, the Commissioner's signature to this contract signifies the award of the contract. A report of the purchase will be submitted to the Council at its next regular session in accordance with the Code provision. A Performance Bond will be required.

TO THE AUDITOR:

Attached hereto is an executed contract for the S.W. 45th Drive Slide Reconstruction, Job No. 3976. Funding will be through the L.I.D. Fund, charged to the Contractor, or paid for by purchase order.


John M. Lang, P.E.

LAK:11
Attachment

EXHIBIT D



CITY OF

PORTLAND, OREGON

BUREAU OF PURCHASES & STORES

Margaret D. Strachan, Commissioner
Harold F. Vaughan, CPM
Purchasing Agent
1220 S.W. Fifth Avenue
Portland, Oregon 97204
(503) 248-5375

RECEIVED
APR 1 1982
PUBLIC WORKS

MEMORANDUM

TO: Commissioner Mike Lindberg
Commissioner of Public Works

FROM: Harold F. Vaughan, Purchasing Agent *H.F.V.*

SUBJECT: S.W. 45th Drive Slide Reconstruction, Job No. 3976

The Bid Tabulation and proposals for this project are attached.

Please provide the following information and return these documents to the Bureau of Purchases and Stores, Room 412, City Hall:

I. Written recommendation to accept the proposal of the "Apparent Low Bidder" as the "Lowest Responsible and Responsive Bid".

OR

II. Written recommendation to accept the proposal of another bidder with documentation of specific violations of the bid specifications by lower bids.

AND

III. Documentation of any changes in the information provided in the Bureau's original transmittal letter.

IV. A G-4 Purchase Requisition.

Please contact me at 248-5375 if you have any questions.

HFV/MA/sh

Enclosures

*VIA:

TABULATION OF BIDS

Description S.W. 45th Drive Slide Reconstruction, Job No. 3976

Bids Opened April 1, 1962

Ordinance _____ Bid No. <u>N/A</u> For Bureau <u>Streets & Structures</u>	Mocon Under- ground Corp.	Marshall Associated Contractors	Sproul Excavat- ing Company, Inc.	Lord Bros. Contractors	
Total Bid:	\$113,640	\$120,400	\$148,000	\$164,843	
Prequalified:	yes	yes	yes	yes	
Bid Surety:	N/A	N/A	N/A	N/A	

153061

TABULATION OF BIDS

BUREAU OF PURCHASES & STORE

Description S.W. 45th Drive Slide Reconstruction, Job No. 3976

Bids Opened April 1, 19

Ordinance _____ Bid No. <u>N/A</u> For Bureau <u>Streets & Structures</u>	Coast Marine Construction	Copenhagen Utilities and Construction	Hannan Bros. Construction, Inc.	General Construction	Jackson Marin Companies
Total Bid:	\$73,036	\$89,876	\$91,950	\$98,900	\$108,689
Prequalified:	yes	yes	yes	yes	yes
Bid Surety:	N/A	N/A	N/A	N/A	N/A
Nine bids received and opened.					

153061

153061

S. W. 45th Drive Slide Reconstruction
Contract and Proposal

Instructions to Bidders

In submitting this bid, bidder agrees that the City will not be responsible for any costs incurred by the bidder in preparation of the bid and further agrees that the City may reject any and all bids. Bidder acknowledges that bidder has been advised that the procedure followed in requesting this bid must be approved by the Commissioner in charge whose approval has not been obtained at the time this document is submitted to the bidder, and if approval is not obtained prior to the time for opening of bids, City may return all bids, unopened and retract this request for bids without responsibility for any costs or expenses, whatsoever incurred by the bidder in preparation of the bid. A bid bond is not required.

Sealed bids will be accepted up to and opened at 2:00 P.M.
April 1, 1982 at the Purchasing Division Office, Room 412, City Hall,
Portland, Oregon 97204. Opening of bids is contingent on approval by proper authorities.

Upon acceptance of this document by the City, by signature of the Commissioner in charge of the Bureau of Sanitary Engineering or its Purchasing Agent, a contract is consummated between the parties for repair and reconstruction of a slide area located on S. W. 45th Drive near an unnamed creek under City Job No. 3976.

This bid is for a lump sum price, based on the attached plans, and the current City of Portland Standard Specifications.

Special Conditions

1. Time is of the essence and liquidated damages are applicable as per Standard Specifications. The work to be performed is considered to be emergency work to prevent damage from occurring to and for protection of the conduit structures and buried cable owned by Pacific Northwest Bell Company and the public right-of-way of S. W. 45th Drive under the jurisdiction of Multnomah County.
2. Bidder shall be required to mobilize and commence driving sheet piling within seven (7) calendar days of receipt of this document, signed by the City. Failure to commence sheet pile operations within 7 days, unless otherwise approved by the City Engineer in writing, will automatically terminate this agreement and bidder agrees to compensate City for any additional costs to City in obtaining performance of the work by another party. Time for total completion of the job shall be sixty (60) days.
3. Sheet piles shall be initially driven by pressing down on the sheet piles with adequate equipment until 1/2 sheet pile depth or heavy ground resistance is obtained in the method and location pursuant to the plans. The Contractor must obtain permission from the Engineer before he begins driving sheet piles in the conventional method..

4. In submitting this bid, bidder agrees that he has inspected the site, as required in the Standard Specifications, and the work will be performed in such a manner as will prevent further slide activity during performance of the work. Bidder will be responsible for any dewatering of the site and all costs therefore are included in the bid.
5. Permit: The City will secure a permit from Multnomah County for closure of S.W. 45th Drive for the area under construction. The permit will be for 45 days. If the closure permit expires prior to completion of construction and is not extended, the bidder shall be required to maintain one lane of traffic during the remainder of the construction activity. Bidder will be required to meet the requirements of the closure permit, at no extra cost to the City, and acknowledges that he is familiar with and has knowledge of Multnomah County street closure permit requirements.

General History

A resume of the history and conditions encountered in the slide area is as follows:

The slide is in a deep fill area crossing a canyon with a creek at the bottom. A contract for construction of a Local Improvement District Sanitary Sewer System is presently in progress. As part of that contract, a boring for pipe placement was required near the bottom of the fill area and it is possible that water is entering through the bore. A slide occurred in June 1981 after a bore pit had been constructed without embankment support and which was subjected to wet weather conditions. This slide did not present conditions for immediate concern to the Utilities and roadway as is presently existing. Reconstruction using clay material of the area was completed in September 1981. In October 1981 a second bore pit was excavated and boring was completed in November 1981. Large boulders were encountered during boring operations near the bottom of the fill and some boulders can be expected to be encountered in this work. At time of completion of the bore, bore pit was dry. Open bore pit remained from November 20, 1981 until December 22, 1981 when the second slide commenced followed by continued slippage. In addition, 4 feet of fill was placed at the top of the slide, bringing it to near level with the preexisting street grade by the contractor on February 17, 1982 and a plastic cover was placed over part of the area. Since February 17th, the area has subsided another 4 feet for a total of approximately 8 feet. Subsistance has slowed during the present dry weather period but further subsistance can be expected at any time, especially if wet weather were to occur.

Proposal

In submitting this bid, the bidder represents that he is experienced in, qualified for and has the ability to perform the work required and is presently EEO certified with the City.

Based upon the above referenced plans; the City of Portland Standard Specifications and the specifications and information provided in this document, our lump sum bid to provide all the work and materials necessary to complete the S. W. 45th Drive Slide Reconstruction is in the amount of dollars \$ 73,036⁰⁰.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same project, and is in all respects fair and without collusion or fraud.

Bidder COAST MARINE CONSTRUCTION, INC.

Licensed to do business in Oregon? Yes XXXXX No _____

Form of Organization CORPORATION

State of Incorporation OREGON

Names of Partners (if Co-Partnership) _____

By (Signature) *Lee Bjork*

Name Typed LEE BJORK

Title VICE PRESIDENT

Date APRIL 1, 1982

Address P. O. BOX 4506, PORTLAND, OREGON, 97208

City PORTLAND State OREGON Zip Code 97208

Phone No. (503) 281-5233
Include area code

Mike Lindberg / Mo
4/16/82

Signature of Commissioner in Charge or Purchasing Agent
City of Portland, Oregon

APPROVED AS TO FORM

Christopher P. Thomas
CITY ATTORNEY

Business copy this date
4-6-82
Lee Bjork



CITY OF

PORTLAND, OREGON

BUREAU OF PURCHASES & STORES

153061
Margaret D. Strachan, Commissioner
Harold F. Vaughan, CPM
Purchasing Agent
1220 S.W. Fifth Avenue
Portland, Oregon 97204
(503) 248-5375

MARCH 31, 1982

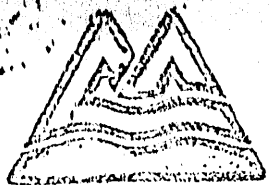
S.W. 45TH DRIVE SLIDE RECONSTRUCTION

(Opens 2:00 P.M. April 1, 1982)

ADDENDUM NO. 1

Amend to include: Upon acceptance by the City, bidder agrees to provide a 100% Performance Bond and Insurance as required by City of Portland Standard Specifications.

Harold F. Vaughan
Purchasing Agent, CPM
City of Portland



MULTNOMAH COUNTY OREGON

ENGINEERING SERVICES
2115 S.E. MORRISON STREET
PORTLAND, OREGON 97214
(503) 248-3591

DONALD E. CLARK
COUNTY EXECUTIVE

March 30, 1982

Rona Cusma, Director
Dept. of Environmental Services
2115 SE Morrison
Portland OR 97214

RE: SW 45th Drive - City of Portland Request for Closure

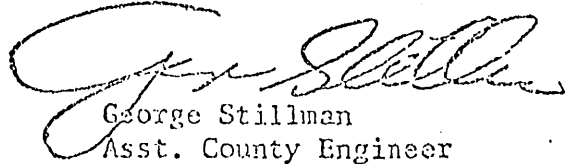
Dear Director:

We have received a request dated March 26, 1982, from Mr. Lee A. Klingler of the City of Portland, to close SW 45th Drive between SW Orchid Street and SW Freeman Street beginning on or after April 5, 1982, for a period of 45 days. The reason for the closure is to repair a slide which occurred during installation of utilities by a contractor for the city.

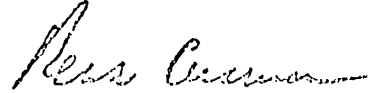
This roadway is closed at the present time for installation of utilities for the City. The City of Portland will be responsible for closing the road and installing the necessary traffic control signs and barricades. S.W. 45th Drive is a County road within the city limits.

We have investigated this request and recommend approval.

Very truly yours,


George Stillman
Asst. County Engineer

GS:im

APPROVED: 

DISAPPROVED: _____

Date: 3/31/82

ORDINANCE NO. 153061

An Ordinance amending Ordinance No. 150980, a time and manner ordinance for construction of Southwest 45th Drive and private property sanitary sewer to ratify a contract with Coast Marine Construction Company for emergency slide reconstruction repair on Southwest 45th Drive for a lump sum of \$73,036, approving the commissioner in charge as signatory on behalf of the City, ratifying a contract with L.R. Squier Associates, Inc., for consultant services in an amount not to exceed \$9,700, authorizing payment therefor, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Pursuant to Ordinance No. 150980, the City is presently under contract for construction for local improvement district Southwest 45th Drive and private property sanitary sewer with Sproul Excavating Company, Inc., Contract No. C8352, Job No. 2830.
2. The City Engineer advises that during construction activities by Sproul Excavating Company, Inc., a slide developed in a fill area involving a Multnomah County road and right-of-way area on Southwest 45th Drive on December 22, 1981. Continued subsidence since that time without permanent reconstruction being undertaken by the contractor after repeated requests by the engineer, has necessitated emergency procedures for contracting for the work pursuant to Section 5.32.030 of the Code of the City of Portland.
3. The City Engineer further advises, in his opinion, the area involved is in imminent danger of further subsidence and if this were to occur, severance of Pacific Northwest Bell phone lines, contained within the right-of-way, and also collapse of the road could result, all as set forth in letters of March 4, 1982, and March 10, 1982, from Multnomah County and Pacific Northwest Bell, respectively, marked Exhibits A and B, attached to the original only hereof and by reference made a part hereof. Severance of the Pacific Northwest Bell lines and cables, if this occurred, could substantially increase the cost and phone service to a large segment of southwest Portland would be interrupted while emergency repair work would have to be undertaken by Pacific Northwest Bell.

4. A dispute exists between Sproul Excavating Company, Inc., and the City as to who is at fault for the slide. The City has tendered the claim to Sproul Excavating Company, Inc., notified its surety, and tendered the claim to Aetna Insurance Company as an additional named insured under the contractor's insurance policy. Evaluation of responsibility is presently underway by Aetna Insurance Company. The City has entered into a contract for consultant services for a sum not to exceed \$9,700 with L.R. Squier Associates, Inc., marked Exhibit C, attached to the original only hereof and by reference made a part hereof, to perform an evaluation on the City's behalf. The City Engineer, with the approval of the Commissioner in charge and with the City Attorney's concurrence, proceeded to secure bids through the purchasing agent under the emergency procedures established in Section 5.32.030 of the Code of the City of Portland. Based upon the form of contract and proposal, marked Exhibit D, attached to the original only hereof and by reference made a part hereof, and plans on file with the Auditor and in the office of the City Engineer nine lump sum bids were received ranging in cost from \$73,036 to \$164,843. The lowest responsible bidder, upon review by the City Engineer is Coast Marine Construction Company and award of contract to Coast Marine Construction Company was recommended by the City Engineer to the commissioner in charge, a copy of the evaluation is included in Exhibit D. Based upon this recommendation, the commissioner in charge signed, on behalf of the City of Portland, the contract documents marked Exhibit D authorizing a contract for a lump sum in the amount of \$73,036 with Coast Marine Construction Company for emergency slide repair and reconstruction of Southwest 45th Drive.
6. The Auditor advises that contingency funds are available for payment for these contracts under the LID construction fund. The City Attorney advises that pursuant to the contract with Sproul Excavating Company, Inc., the City may withhold, from funds due or to become due under that contract, the sums sufficient to pay Coast Marine Construction Company, Inc., and L.R. Squier Associates, Inc., under the contracts with the City of Portland. The City Attorney further advises that pending a determination of responsibility, that a decision to withhold funds due or to become due to Sproul Excavating Company, Inc., for the additional costs for these contracts with Coast Marine Construction, Inc., and L.R. Squier Associates, Inc., or whether to pay these costs under the LID construction fund should be made at such time as is appropriate in the judgment of the City Attorney and subject only to a written directive from the City Attorney as to the election without further approval by Council.

ORDINANCE No.

NOW, THEREFORE, the Council directs:

- a. The emergency procedures for contracting for work on behalf of the City of Portland, established in Section 5.32.030 of the Code of the city of Portland, are authorized and that the commissioner in charge of the Bureau of Sanitary Engineering in executing a contract with Coast Marine Construction Company in the form as set forth in Exhibit D for a lump sum in the amount of \$73,036 and the execution by the commissioner in charge of the contract with L.R. Squier Associates, Inc., in the form as set forth in Exhibit C for a sum not to exceed \$9,700, is hereby ratified.
- b. This ordinance, upon passage by the Council, will be the record required by Section 5.32.030 of the Code of the City of Portland and upon being filed with the Auditor will be deemed to fulfill all of the requirements of the above-referenced section of the Code of the City of Portland.
- c. Payment for the above-referenced contracts may be made from the LID construction fund if recommended in writing, by the City Attorney, without further action by the Council.

Section 2. The Council declares that an emergency exists because the contracts set forth in Section 1 hereinabove require immediate ratification by ordinance pursuant to the Code of the City of Portland; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **APR 7 1982**

COMMISSIONER LINDBERG
S.O.Torgrimson:clp
April 6, 1982

Attest:


Auditor of the City of Portland

Calendar No. 895-1

ORDINANCE No. 153061

Title

An Ordinance amending Ordinance No. 150980, a time and manner ordinance for construction of Southwest 45th Drive and private property sanitary sewer to ratify a contract with Coast Marine Construction Company for emergency slide reconstruction repair on Southwest 45th Drive for a lump sum of \$73,036, approving the commissioner in charge as signatory on behalf of the City, ratifying a contract with L.R. Squier Associates, Inc., for consultant services in an amount not to exceed \$9,700, authorizing payment therefor, and declaring an emergency.

Filed April 7, 1978

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon Croell*
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	1	
LINDBERG	1	
SCHWAB		1
STRACHAN		
IVANCIE		

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
SCHWAB	
STRACHAN	
IVANCIE	

INTRODUCED BY
COMMISSIONER LINDBERG

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration
Safety
Utilities
Works <i>MDLmgf</i>

BUREAU APPROVAL
Bureau:
Prepared By: <i>S.O. Torgrimson</i> Date: <i>4/6/82</i>
Budget Impact Review:
<input type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head:

CALENDAR	
Consent	Regular

NOTED BY
City Attorney <i>[Signature]</i>
City Auditor
City Engineer