# INTERGOVERNMENTAL AGREEMENT

# Agency Agreement No. 10888

Local Government Agreement No. \_\_\_\_\_

This Agreement is between the State of Oregon acting by and through its Parks and Recreation Department ("Agency or OPRD") and the City of Portland, acting through its Bureau of Portland Parks & Recreation ("Local Government or PP&R"), each a "Party" and, together, the "Parties".

# RECITALS

- A. By the authority granted in ORS 190.110, units of local government may enter into agreements with units of state government for the performance of any or all functions and activities that the parties to the agreement, its officers, or agents have the authority to perform.
- B. OPRD has a goal to design and build the Tryon Creek State Natural Area to Marshall Park Trail Segment. This Project is a priority for OPRD and has been included in its work plan for the current and future fiscal years.
- C. PP&R has a goal to improve the Tryon Creek State Natural Area to Marshall Park trail segment. This project is a priority for PP&R and is included in the Habitat Management & Trail Plan for Marshall Park Natural Areas and the work plan for current and future fiscal years.
- D. OPRD and PP&R wish for PP&R to provide funding to OPRD, to complete design and construction of the portion of this segment of the trail within Marshal Park and owned by the City of Portland to be managed by PP&R, and therefore desire to enter into this Agreement to provide for the responsibilities and obligations of the parties, for the funding, design, and construction of the trail segment in accordance with this Agreement.

# **SECTION 1: DEFINITIONS**

"Acceptance" or "Accepted" means written confirmation by Local Government that Agency has completed a Deliverable according to the Acceptance Criteria and accepted for purposes of interim payment.

"Agreement" means this Intergovernmental Agreement, including all terms and conditions herein and all Exhibits attached hereto.

"Authorized Representative" means a person representing a party to this Agreement who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Agreement.

**"Business Days"** means Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, excluding State of Oregon holidays\_and business closure days.

"Calendar Days" mean contiguous days.

"Deliverables" means all items that Agency is required to provide to Local Government under this Agreement, including Work Product.

"Documentation" means all documents, including documents that are Deliverables described in the Statement of Work that are to be delivered by Agency under this Agreement.

"DOJ" means the State of Oregon acting through its Department of Justice.

**"Effective Date"** means the date specified in Section 4 or the date on which this Agreement is fully executed and approved according to applicable laws, rules and regulations, whichever is later.

"Maximum Not-To-Exceed Compensation" is defined in Section 7.0.

"Milestone" means the completion date for a specific group of Tasks or Deliverables identified as a Milestone in the Statement of Work.

"Services" means all effort to be expended by Agency under the Agreement.

"State" means the State of Oregon.

"Statement of Work" or "SOW" means the documents that describe the Services to be provided by Agency, including the Tasks, Deliverables and Milestones, the attributes (including requirements and specifications) of each Deliverable, identification of the Deliverables and Services that are associated with each Task, and a completion date for each Milestone and Deliverable, the Payment Schedule for each Deliverable and Milestone, and any other items as agreed by the parties and attached hereto as Exhibit A, including as amended pursuant to Section 22. The SOW includes Accepted Deliverables, if specifically agreed upon in Exhibit A.

"Task" means a segment of the Services to be provided by Agency under this Agreement.

"Work Product" means everything that is specifically made, conceived, discovered, or reduced to practice by Agency or Agency's subcontractor or agents (either alone or with others) pursuant to the Agreement, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of

authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection). Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product is not Agency Intellectual Property, Local Government Intellectual Property, or Third-Party Intellectual Property.

**SECTION 2: RESERVED** 

**SECTION 3: RESERVED** 

**SECTION 4: EFFECTIVE DATE AND DURATION** 

This Agreement is effective on the date of the last signature ("Effective Date") and terminates on **June 30, 2027**, unless terminated earlier in accordance with Section 16.

# **SECTION 5: AUTHORIZED REPRESENTATIVES**

**5.1** Agency's Authorized Representative is:

Michael Taylor Oregon Parks and Recreation Department 503-800-7678 michael.l.taylor@oprd.oregon.gov

**5.2** Local Government's Authorized Representative is:

Robin Wilcox City of Portland Parks & Recreation 1120 SW 5th Ave., Ste. 858 Portland, OR 97204 971-806-9358 robin.wilcox@portlandoregon.gov

**5.3** A Party may designate a new Authorized Representative by written notice to the other Party.

# SECTION 6: RESPONSIBILITIES OF EACH PARTY

# 6.1 OPRD agrees to:

- a) Furnish the necessary personnel, equipment, materials, and services required to perform the Work set forth in Exhibit A, Statement of Work.
- b) Perform all project management work related to the design, permitting, bidding, contracting, and construction of the Marshall Park to Tryon Creek State Park natural surface hiking trail and associated bridges.
- c) Perform the Work as an independent contractor and be exclusively responsible for all costs and expenses related to its employment of individuals performing the Work under this Agreement.
- d) Provide draft construction documents, specifications, and cost estimates for PP&R's review and approval in a timely manner prior to submitting final applications to permitting agencies for approval, prior to construction bidding, and prior to approving any design changes during construction. Documents will include a 90% and 100% construction document submittal and review.
- e) Keep the City of Portland Parks & Recreation representative informed of all actions related to the construction of the trail and bridges in the project in a timely fashion.

# 6.2 PP&R agrees to:

- a) Pay to OPRD a not-to-exceed amount of \$400,000.00 for the services performed under this Agreement. OPRD billing invoices shall include this Agreement number, remittance address, invoice date, invoice number, invoice amount, an itemized statement of work performed, and expenses incurred during the billing period, and will not be submitted more frequently than once per quarter. Invoice shall be sent electronically to robin.wilcox@portlandoregon.gov. Payment to OPRD for approved and completed work will be made within 30 days of the approved invoice.
- b) Certify at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within PP&R current appropriation or limitation of current annual budget.
- c) Grant the authority and access for OPRD and its subcontractors to complete the Project on the portion of the trail owned by PP&R.
- d) Provide timely and thorough review and comments to OPRD of draft and final

construction documents and participate in on-site construction meetings.

# **SECTION 7: COMPENSATION AND PAYMENT TERMS**

PP&R shall pay OPRD a maximum not-to-exceed amount of \$400,000.00 for completing all work and delivering all Deliverables required of Agency under this Agreement. Payment to OPRD will be made within 30 days of each approved invoice.

# SECTION 8: REPRESENTATIONS AND WARRANTIES

- **8.1** Local Government represents and warrants to Agency that:
  - **8.1.1** Local Government is a municipal corporation duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
  - 8.1.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by all necessary action of Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
  - **8.1.3** This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
  - **8.1.4** To the extent that Local Government provides services to Agency, Local Government and/or its agents, as applicable, has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the standards prevalent in the related industry, trade or profession; and
  - **8.1.5** Local Government and/or its agents, as applicable, shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its

obligations under this Agreement.

- **8.2** Agency represents and warrants to Local Government that:
  - **8.2.1** Agency has the power and authority to enter into and perform this Agreement;
  - 8.2.2 The making and performance by Agency of this Agreement (a) have been duly authorized by all necessary action of Agency, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Agency is party or by which Agency may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Agency of this Agreement, other than those that have already been obtained;
  - **8.2.3** This Agreement has been duly executed and delivered by Agency and constitutes a legal, valid and binding obligation of Agency enforceable in accordance with its terms; and
  - **8.2.4** To the extent that Agency provides services to Local Government, Agency and/or its agents, as applicable, has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Agency will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the standards prevalent in the related industry, trade or profession.
  - **8.2.5** Agency and/or its agents, as applicable, shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided.

# **SECTION 9: DISPUTE RESOLUTION**

The Parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition to other processes to resolve disputes arising under the Agreement, either Party may notify the other that it wishes to engage in a more guided dispute resolution process. Upon such notification, the Parties shall engage in non-binding arbitration to resolve the dispute. If the Parties do not reach agreement as a result of the non-binding discussion, the Parties may agree to consider further appropriate dispute resolution processes, including binding arbitration. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

# **SECTION 10: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.

# **SECTION 11: RESERVED**

# **SECTION 12: CONTRIBUTION**

- 12.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 13 with respect to the Third-Party Claim.
- 12.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim ), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's

contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

(or would be if joined in the Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

# **SECTION 13: RESERVED**

# **SECTION 14: LOCAL GOVERNMENT DEFAULT**

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- **14.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or material obligations under this Agreement;
- 14.2 Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;

# SECTION 15: AGENCY DEFAULT

Agency will be in default under this Agreement upon the occurrence of any of the following events:

- **15.1** Agency fails to perform, observe or discharge any of its covenants, agreements, or material obligations under this Agreement; or
- **15.2** Any representation, warranty or statement made by Agency in this Agreement or in any documents or reports relied upon by Local Government is untrue in any material respect when made.

# **SECTION 16: REMEDIES**

In the event a Party has materially failed to perform under the Agreement, the Party that is then not in default shall be entitled to seek all rights and remedies available to it under the Agreement or by law. Provided, however, all remedies, whether by under the Agreement or at law or equity, shall be subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution. No remedy provided for is exclusive of any other available remedy. All remedies are cumulative and in addition to every other remedy available under the Agreement, at law, in equity, or by statute.

# **SECTION 17: RECOVERY OF OVERPAYMENTS**

If payments to Agency under this Agreement, or any other agreement between Agency and Local Government (unless prohibited by law), exceed the amount to which Agency expends for completion of the Project, Agency shall make payment to Local Government in the amount equal to the difference between the total amount paid by Agency for completion of the Project and the amount paid to Agency by Local Government.

# SECTION 18: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12 NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

# **SECTION 19: TERMINATION**

- **19.1** This Agreement may be terminated at any time by mutual written consent of the Parties.
- **19.2** Agency may terminate this Agreement as follows:
  - 19.2.1 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 19.2.2 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited, or Agency is prohibited from paying for such performance from the planned funding source;

- **19.2.3** Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or
- **19.2.4** As otherwise expressly provided in this Agreement.
- **19.3** Local Government may terminate this Agreement as follows:
  - **19.3.1** Immediately upon written notice to Agency, if Agency fails to provide services under this Agreement within the time specified herein or any extension thereof.
  - **19.3.2** Immediately upon written notice to Agency, if Agency fails to perform any of the other provisions of this Agreement or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.
  - 19.3.3 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;
  - 19.3.4 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited, or Local Government is prohibited from paying for such performance from the planned funding source;
  - **19.3.5** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or
  - **19.3.6** As otherwise expressly provided in this Agreement.
- 19.4 Upon receiving a notice of termination of this Agreement, Agency will immediately cease all activities under this Agreement, unless Local Government expressly directs otherwise in such notice. Upon termination, Agency will deliver to Local Government all documents, information, works-in-progress, Work Product, and other property that are or would be Deliverables under the Agreement. If Agency is in default of this Agreement, upon Local Government's reasonable request, Agency will surrender all documents, research or objects or other tangible things reasonably needed to complete the work that was to have been performed by Agency under this Agreement, such documents, research, objects, or other tangible things not to include any third-party software licenses.

# **SECTION 20: INSURANCE**

**20.1** As applicable, Agency shall require its first-tier contractor(s) that are not units of Local Government as defined in ORS 190.003, if any, to obtain insurance specified in Exhibit C.

Provided, however, by mutual agreement, the Parties may set alternative insurance levels for such contractor(s) and memorialize same in an addendum to the Agreement.

**20.2** RESERVED

# SECTION 21: NONAPPROPRIATION

Both Parties' obligations to pay any amounts and otherwise perform its duties under this Agreement are conditioned upon the Party receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of a Party.

# **SECTION 22: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented, or otherwise amended, except by written agreement signed by both Parties. To avoid ambiguity, the Parties may change their Authorized Representative(s) without amending the Agreement by providing the other Party with written notice of such change.

# **SECTION 23: NOTICE**

Except as otherwise expressly provided in this Agreement, including any notices pursuant to Sections 12 and 19, all notices to be given relating to this Agreement must be given in writing by facsimile, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 23 Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number. Except as set forth above in this Section 23, the Parties may agree to provide operational notices such as delivery, acceptance or rejection of Services or Deliverables by email as may be mutually agreed in Exhibit A, Statement of Work.

# **SECTION 24: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

# **SECTION 25: SEVERABILITY**

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

# **SECTION 26: COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

# SECTION 27: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

# SECTION 28: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

# **SECTION 29: INTENDED BENEFICIARIES**

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

# **SECTION 30: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Each Party may terminate this Agreement upon written notice to the other party after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

# SECTION 31: ASSIGNMENT AND SUCESSORS IN INTEREST

Neither Party may assign or transfer its interest in this Agreement without the prior written consent of the other Party and any attempt by one Party to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. The consent of one Party to the other Partys assignment or transfer of its interest in this Agreement will not relieve either Party of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

**SECTION 32: RESERVED** 

SECTION 33: TIME IS OF THE ESSENCE

Time is of the essence in each party's performance of its obligations under this Agreement.

# **SECTION 34: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No wavier or consent under this Agreement will bind a Party unless signed by an authorized person representing the consenting or waiving Party, Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

# **SECTION 35: RECORDS MAINTENANCE AND ACCESS**

Both Parties shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, the Parties shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document the Party's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of the Parties, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." The Parties acknowledge and agree that the other Party and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Both Parties shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation

arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, the Parties shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

# **SECTION 36: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

# **SECTION 37: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Reserved), and Exhibit C (Subcontractor Insurance).

# SECTION 38: ORDER OF PRECEDENCE

No term stated on any schedule, exhibit, attachment, or other document incorporated into the Agreement will take precedence over a conflicting term in the Agreement unless the term references the conflicting term in the Agreement and clearly recites the parties' intent that it takes precedence.

# **SECTION 39: SIGNATURES**

The Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Parks and Recreation Department	CITY OF PORTLAND acting by and through its Parks and Recreation Bureau
Ву:	Ву:
Name:	Name: Adena Long
Title:	Director, Portland Parks & Title: Recreation
Date:	Date:
Approved for Legal Sufficiency in accordance with ORS 291.047	Approved as to form
Ву:	Ву:
Name: Jesse Ratcliffe	Name:
Title: Sr. Assistant Attorney General	Title: City Attorney
Date: May 28, 2024	Date:

# **EXHIBIT A**

# STATEMENT OF WORK

# 1. PROJECT DESCRIPTION

The Oregon Parks and Recreation Department (OPRD), in partnership with Portland Parks and Recreation (PP&R) and Metro, will design and construct an approximately one half-mile natural surface hiking trail, between Marshall Park and Tryon Creek State Natural Area, filling a gap in the regional "Hillsdale to Lake Oswego Trail". The proposed trail segment will replace a network of demand user trails that impact sensitive resources within the floodplain of Tryon Creek.

This project is located on parcels north of SW Boones Ferry Rd. and south of SW Maplecrest Drive, on land owned by the City of Portland, Metro and OPRD. The trail segment owned by PP&R is completely within Taxlot 04100, part of Marshall Park south of SW Maplecrest Drive.

**2. OPRD OBLIGATIONS.** OPRD shall perform the following tasks and provide the following deliverables.

# TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

- Develop a project schedule and updates
- Monitor scope, schedule and budget
- Prepare reimbursement requests and expense reports
- Seek and incorporate PP&R input during design and construction
- Coordinate meetings and communicate with partners at least weekly during construction and at least monthly during design

### **DELIVERABLES:**

- Submit preliminary project schedule prior to construction bidding
- Monthly updated project schedule and budget
- Funding reimbursement requests submitted on time as specified in Section 6.2
- Meeting summary and action items to PP&R within 3 days following coordination meetings

## TASK 2: DESIGN

- Prepare complete trail plans, including:
  - Existing conditions
  - Site Development Plans
  - o Construction Management/Erosion Control/Tree Protection Plans
  - Mitigation Plans
  - o Trail Details
  - o Bridge Profiles
  - o Bridge Design Plans
- Update the 2015 GRI geotechnical report with the final bridge design & locations

### **DELIVERABLES:**

- 90% and 100% trail plans sheet set, specifications, and cost estimate
- Updated geotechnical report

# TASK 3: LAND USE AND DEVELOPMENT PERMITTING

- Secure land use approval for the proposed trail segment, from the City of Portland
- Secure building permits for the bridges
- Secure a Non-Park Use Permit (NPUP) from PP&R, for construction work on City of Portland property
- Secure Urban Forestry Tree Permit
- Secure any additional permits as required

## **DELIVERABLES:**

- Approved Environmental Review (ER) Application
- Approved building permits for bridges
- Approved NPUP permit
- Approved Urban Forestry Tree Permit
- Other approved permits as required
- All application materials to support permits

# **TASK 4: CONSTRUCTION**

- Bid and hire construction contractor using approved OPRD procurement processes
- Manage contractor-led construction of the proposed trail segment

Submit Change Orders, or RFIs for work to be completed on PP&R property for review and approval by PP&R Project Manager.

## **DELIVERABLES:**

- Meeting agendas, materials, and records related to Construction services
- Construction log
- RFIs, ASIs, COs and submittal reviews
- Contractor led construction of the proposed trail segment, including obliteration of demand trails

# TASK 5: ACKNOWLEDGEMENT OF PP&R AS A FUNDER FOR TRAIL PROJECT

• Install sign at project site, that acknowledges that PP&R is a funder for the trail project. Sign to be provided by PP&R and post to be provided by OPRD.

# TASK 6: PROJECT CLOSE OUT

- Conduct final inspection subject to PP&R approval for properties owned and managed by PP&R
- Compile draft and final O&M manuals for PP&R review and acceptance
- Prepare and submit draft and final punch list to PP&R
- Conduct final walk through with PP&R for work to be completed on PP&R property for review and approval by PP&R Project Manager

## **DELIVERABLES:**

- Draft and final punch list
- Record documents
- Draft and final O&M manual in electronic searchable PDF form
- Final project inspection and report submitted to PP&R
- Digital files of contract documents for record purposes

# EXHIBIT B TRAIL PLANS

(ATTACHED SEPERATELY)

TITLE SHEEK STATE NATURAL AREA TITLE SHEET











THOMAS O'DELL, PE	
16520 SW UPPER BOONES FERRY ROAD, SUITE 100	
TIGARD, OR. 97224	
OFFICE: (503) 641-3478	
EMAIL: TO'DELL@GRI.COM	

OFFICE: (503) 292—1635 EMAIL: ERIK.PETERSON@PSENGINEERS.COM

GEOTECHNICAL ENGINEER:

DEPT.

OWNER/APPLICANT:

OREGÓN PARKS & RECREATION DE 725 SUMMER ST. NE, STE. C SALEM, OR 97301-1271 OFFICE: (503) 986-0707

FAX: (503) 986-0792

9400 SW BARNES ROAD, SUITE 100 PORTLAND, OR. 97255

223

PROJECT MANAGER:
IRIS BENSON
11321 S.W. TERWILLIGER BLVD.
PORTLAND, OR. 97219
OFFICE: (503) 636–9886 EXT. 2.

STRUCTURAL ENGINEER: PETERSON STRUCTURAL ENGINEERS ERIK PETERSON, PE

PBS Engineering and Environmental Inc. 4412 S Corbett Avenu Portland, OR 97239 503,248,1939

	VTAL INC.				
	ENVIRONME	λ	/ENUE	39	7596
OR:	PBS ENGINEERING & ENVIRONMENTAL INC.	TERRY GOODMAN, PLS	<i>4412 S CORBETT AVENUE</i>	PORTLAND, OR. 97239	OFFICE: (503) 417-7596
SURVEYOR:	PBS EN	TERRY G	4412 S	PORTLAI	OFFICE:

	$\mathcal{Z}$			
LANDSCAPE ARCHITECT/ABORIST: PBS ENGINEERING & ENVIRONMENTAL INC.	ROBERT PHIPPS, PLA, PWS, ISA—CA(TRAQ), CE 1325 SF TFCH CENTER DRIVE SUITE 140	VANCOUVER, WA. 98683	OFFICE: (360) 576–2127	TOO TOTOGOODE HOLOOGO TITLE

PLA, PWS, ISA-CA(1RAO), CESCL SENTER DRIVE, SUITE 140 98683 76–2127 HIPPS@PBSUSA.COM	EROSION CONTROL DETAILS TYPICAL BRIDGE PLAN & DETAILS TYPICAL BRIDGE PLAN & DETAILS
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PLA, PWS, ISA-CA( SENTER DRIVE, SUITI 98683 76–2127 HIPPS@PBSUSA.COM	888
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PLA, PW SENTER D. 98683 76–2127 HIPPS@PL	888
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PLA, PI SENTER 1 98683 76–2127 HIPPS@H	
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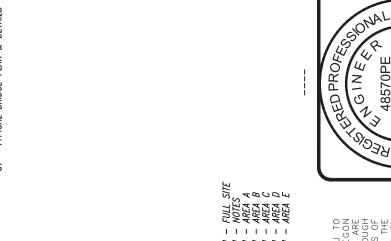
OKECON













TRAIL ALIGNMENT MAP

1" = 250

NOTIFICATION CENTER IS (503) 232-1987

CAGINER A8570PE

COLOR CODES: RED - F

TRYON CREEK STATE NATURAL AREA

MARSHALL PARK TR

MULTNOMAH COUNTY, OREGON

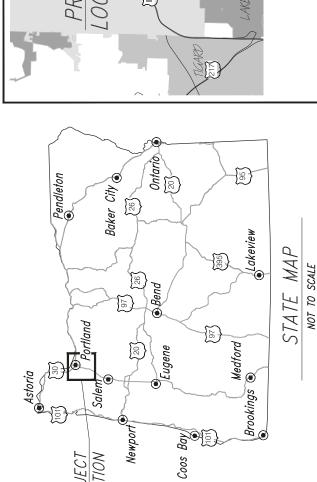
YELLOW

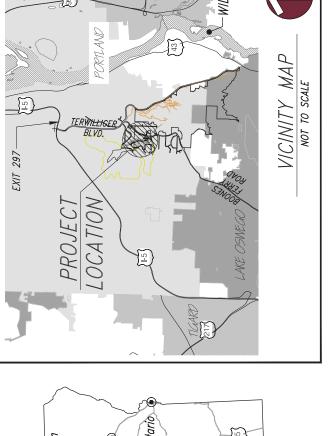
PINK PURPLE

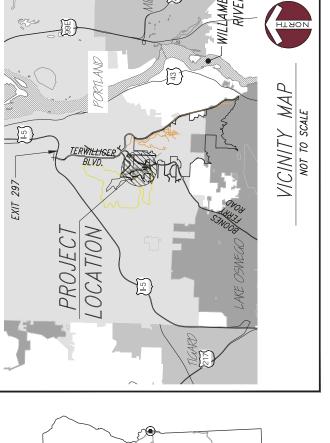
PROJECT ADDRESS: MARSHALL PARK PORTLAND, OR 97219 45'26'56.2"N 122'41'17.6"W

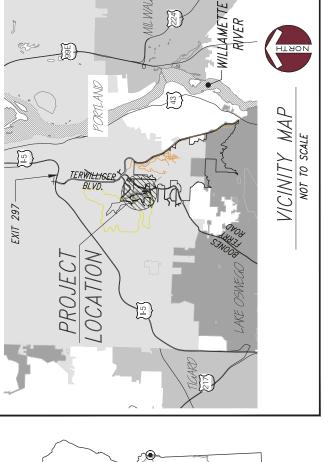
LOCATION MAP

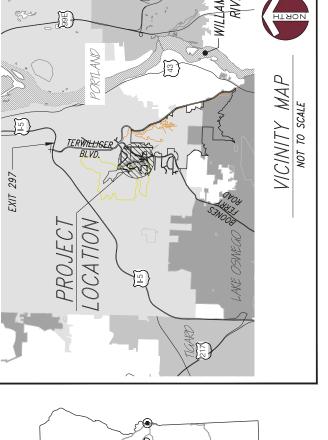
NOT TO SCALE

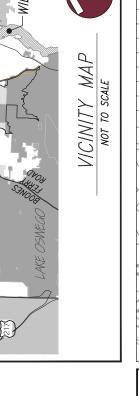








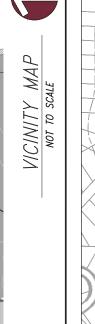


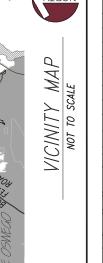




















CIVIL ENGINEER:
PBS ENGINEERING & ENVIRONMENTAL INC.
KEN REHMS, PE
4412 S CORBETT AVENUE
PORTLAND, OR. 97239
OFFICE: (503) 417-7720
EMAIL: KEN.REHMS@PBSUSA.COM

EMAIL: TERRÝ.GOODMAN@PBSUSA.COM

END PROJECT

TITH DRIVE

PORTAND

TITLE SHEET

KKY MAP

KRY MAP

TRAIL DEVELOPMENT SITE PLAN — FULL SITE

TRAIL DEVELOPMENT SITE PLAN — AREA A

TRAIL DEVELOPMENT SITE PLAN — AREA A

TRAIL DEVELOPMENT SITE PLAN — AREA B

TRAIL PROFILE STA 0+00 — 5+00

TRAIL PROFILE STA 10+00 — 10+00

TRAIL PROFILE STA 10+00 — 10+00

TRAIL PROFILE STA 15+60 — 21+20

TRAIL PROFILE STA 15+60 — 21+20

TRAIL DEVELOPMENT SITE PLAN — AREA D

TRAIL D

T DRAWING INDEX

BEGIN PROJECT

19 50,000

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0001 THROUGH 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY

ELECTRICAL POWER LINES, CABLES, OR CONDUIT, AND LIGHTING CABLES GAS, OIL, STEAM, PETROLEUM, OR OTHER HAZARDOUS LIQUID OR GASEOUS MATERIALS. COMMUNICATIONS, CABLE TY, ALARM OR SIGNAL LINES, CABLES OR CONDUITS.
WATER, IRRIGATION, AND SLURRY LINES.
SEWERS, DRAINAGE FACILITIES OR OTHER DRAIN LINES.
PRE—MARKING OF THE OUTER LIMITS OF THE PROPOSED EXCAVATION OR MARKING THE CENTERLINE AND WIDTH OF PROPOSED LINEAL INSTALLATIONS OF BURIED FACILITIES.
SLURRY AND RECLAIMED

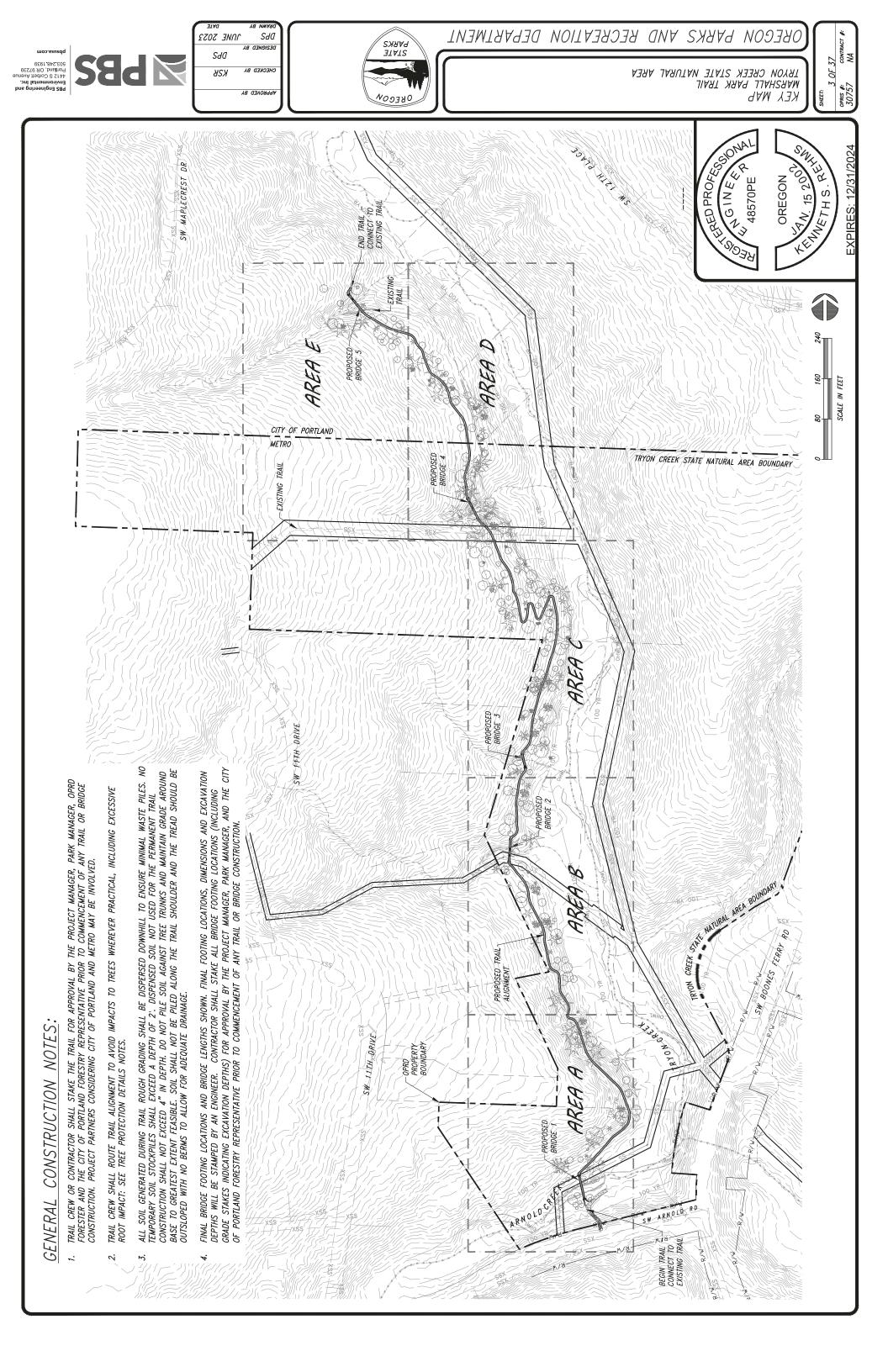
THINGTHS. RETHING EXPIRES: 12/31/2024

OREGON

CONTRACT #: 1 OF 37 OPRIS #: 30757 SHEET:

JUNE 2023 2 OF 37 c #: CONTRACT #: NA OBECON PARKS AND RECREATION DEPARTMENT Sda STATE PARKS Sda **ZBPBS** PBS Engineering as Environmental Inc. 4412 S Corbett Avei Portland, OR 97239 Fort 848 1939 TRYON CREEK STATE NATURAL AREA
EXISTING CONDITIONS SITE PLAN — FULL SITE KSB OKECON EXPIRES: 12/31/2024 LOS TERED PROFE, 48570PE OREGON SW MAPLECREST DR 160 IN FEET TIS RIE SEC 8 CITY OF PORTLAND EXISTING TRAIL T1S R1E SEC 28
TAXLOT 00202
METRO FFTH DRIVE TIS RIE SEC28 - TAXLOT 00100 STATE OF OREGON (OPRD) EXISTING STREET, (TYP.) TRYON CREEK STATES TRANSHION AREA THE 100 YEAR FLOOD BOUNDARY (BFE) LINEWORK SHOWN HAS BEEN SUPERSEDED BY THE REMOVAL OF THE CULVERT AND CONSTRUCTION OF THE BOONES FERRY ROAD BRIDGE AND TRYON CREEK CHANNEL IMPROVEMENTS ENVIRONMENTAL CONSERVATION (EC) OVERLAY ENVIRONMENTAL PROTECTION (EP) OVERLAY TRYON OF STREET \*100 YEAR FLOOD BOUNDARY EXISTING EPHEMERAL STREAM EXISTING TREE (CONIFEROUS) EXISTING SEWER W/EASMENT SW 11TH DRIVE EXISTING TREE (DECIDUOUS) ORDINARY HIGH WATER LINE OPRD PROPERTY BOUNDARY EXISTING TREE STUMP EXISTING CREEK TAX LOT LINE TIS RIE SEC33 TAXLOT 00100 STATE OF OREGON (OPRD) NAMED WATER UNNAMED WATER **TEGEND** 

NOTES:



4 OF 37
4: CONTRACT #: STATE PARKS Sda **SBU** PBS Engineering an Environmental Inc. 4412 S Corbett Aven Portland, OR 97239 603.248, 1939 TRAIL DEVELOPMENT SITE PLAN — FULL SITE MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA KSB OREGON CONTERED PROFESSO WWW. 48570PE EXPIRES: 12/31/2024 48570PE OREGON SW MAPLECREST DR - TAXLOT 04100 99.₩ IN FEET TIS RIE SEC 28 8 CITY OF PORTLAND TRYON CREEK STATE NATURAL AREA BOUNDARY PROPOSED BRIDGE 4 TRAIL TIS RIE SEC 28
TAXLOT 00202
METRO PROPOSED TRAIL FFTH DRIVE TIS RIE SEC28 - TAXLOT 00100 STATE OF OREGON (OPRD) EXISTING STREET, (TYP.) TRYON CREEK JAN THE STREET WAS THE WAS ALIGNMENT T. ALIGNMENT T. PROPOSED TO. TRANSTIONAREAL THE 100 YEAR FLOOD BOUNDARY (BFE) LINEWORK SHOWN HAS BEEN SUPERSEDED BY THE REMOVAL OF THE CULVERT AND CONSTRUCTION OF THE BOONES FERRY ROAD BRIDGE AND TRYON CREEK CHANNEL IMPROVEMENTS \*100 YEAR FLOOD BOUNDARY EXISTING EPHEMERAL STREAM EXISTING SEWER W/EASMENT SW 11TH DRIVE PROPOSED TRAIL ALIGNMENT ORDINARY HIGH WATER LINE OPRD PROPERTY BOUNDARY EXISTING CREEK EXISTING TREE TOP OF BANK TAX LOT LINE EP OVERLAY EC OVERLAY CONNECT TO EXISTING TRAIL PROPOSED | TIS RIE SEC33 TAXLOT 00100 STATE OF OREGON (OPRD) UNNAMED WATER TEGEND

10NE 2023

Sda

OBECON PARKS AND RECREATION DEPARTMENT

5 OF 37

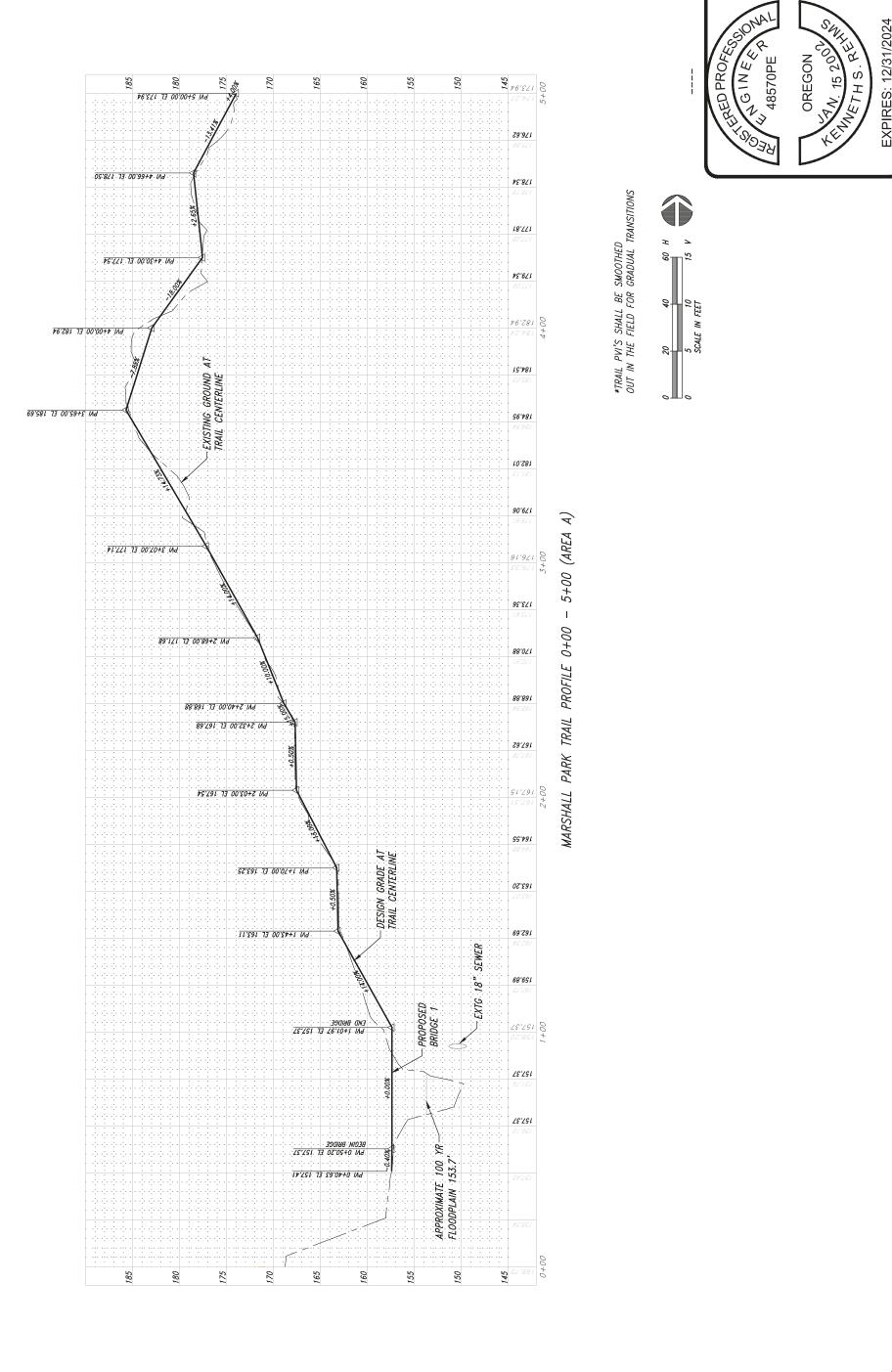
s: contract #: NA OBECON PARKS AND RECREATION DEPARTMENT 10NE 2023 Sda STATE PARKS Sda PBS Engineering an Environmental Inc. 4412 S Corbett Aver Porfland, OR 97239 503.248.1939 TRAIL DEVELOPMENT SITE PLAN — AREA A MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA KSB OPRIS #: 30757 SHEET: OKECON MATCHLINE: SEE SHEET 7 CONTERED PROFESSORY CONTERPORTOR TO THE STATE OF THE STAT SWATA EXPIRES: 12/31/2024 15 2002 ST WAY THINETHS. S 48570PE OREGON 1993 TRANSITION AREA BOUNDARY Œ 5 10 SCALE IN FEET PROPOSED TRAIL 20 11S RIE SECZ8 - TAXLOI 00100 \*\*PERMANENT DISTURBANCE INCLUDES TRAIL IMPACTS AND BRIDGE FOOTINGS. \*\*\*TEMPORARY DISTURBANCE INCLUDES WORK AREA AROUND BRIDGES AND ALONG TRAIL. 11S R1E SEC33 - TAXLOT 00100 THE 100 YEAR FLOOD BOUNDARY (BFE) LINEWORK SHOWN HAS BEEN SUPERSEDED BY THE REMOVAL OF THE CULVERT AND CONSTRUCTION OF THE BOONES FERRY ROAD BRIDGE AND TRYON CREEK CHANNEL IMPROVEMENTS SF. 0 AREA A \*\*PERMANENT DISTURBANCE : AREA A \*\*\*TEMPORARY DISTURBANCE NOTES: TIS RIE SEC33 — TAXLOT 00100 STATE OF OREGON (OPRD) EXISTING TREES (TO BE REMOVED) EXISTING SEWER W/EASMENT EXISTING EPHEMERAL STREAM \*100 YEAR FLOOD BOUNDAR) ORDINARY HIGH WATER BEGIN—PROPOSED TRAIL
STA 0+40
CONNECT TO
EXTE TRAIL EXISTING CREEK TOP OF BANK 692 NAMED WATER UNHAMED WAT D R ARNOLD PERMANENT DISTURBANCE AREA TRAIL TYPICAL SECTIONS ARE PROVIDED FOR GENERAL CONSTRUCTION GUIDANCE. WHERE POSSIBLE, A FULL BENCH SECTION SHOULD BE CONSTRUCTED. LATERAL AND VERTICAL DEVIATION FROM THE PROPOSED ALIGNMENT IS ALLOWED WITHIN THE ASSOCIATED DESIGN PARAMETERS, INCLUDING MINIMIZING IMPACTS TO TREES AND ROOT STRUCTURES. MAJOR ALIGNMENT ADJUSTMENTS NEED TO BE APPROVED BY THE OPRD PROJECT MANAGER PRIOR TO CONSTRUCTION. PROPOSED TRAIL CENTER LINE TEMPORARY DISTURBANCE AREA OPRD PROPERTY BOUNDARY CONSTRUCT TYPICAL TRAIL SECTION PER TRAIL DETAILS ON SHEET 16. IF TREE ROOTS ARE PRESENT, SEE INTRUDING TREE ROOT SECTION ON SHEET 17. CONSTRUCT TYPICAL ELEVATED TRAIL SECTION AS NECESSARY PER DETAIL ON SHEET 16. IF TREE ROOTS ARE PRESENT, SEE INTRUDING TREE ROOT SECTION ON SHEET 17. CONSTRUCT ROLLING DIP AS NECESSARY PER DETAIL ON SHEET 18. IF TREE ROOTS ARE PRESENT, SEE INTRUDING TREE ROOT SECTION ON SHEET 17. CONSTRUCT ARMORED SLOPE PER DETAIL ON SHEET 17. PROPOSED TRAIL EDGE CONSTRUCT BRIDGE PER BRIDGE PLAN AND DETAIL SHEETS. TRAIL TYPICAL SECTION NOTES PROPOSED BRIDGE TAX LOT LINE CONSTRUCTION NOTES EP OVERLAY EC OVERLAY TEGEND (<u>-</u>)

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7 OF 37 CONTRACT #: NA OBECON DARKS AND BECBEATION DEPARTMENT 10NE 2023 Sda STATE PARKS Sda **BB** PBS Engineering ar Environmental Inc. 4412 S Corbett Aver Portland, OR 97239 503.248.1939 TRYON CREEK STATE NATURAL AREA WARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA KSB OPRIS #: 30757 SHEET: OKECON 6 133HS 33S **WATCHLINE:** CONTERED PROFESSORY CONTERPORTOR A 48570PE THINETHS. RETHE EXPIRES: 12/31/2024 12 15 20 ST 48570PE OREGON PROPOSED TRAIL STATE OF OREGON (OPRD) 00100 \*\*PERMANENT DISTURBANCE INCLUDES TRAIL IMPACTS AND BRIDGE FOOTINGS. \*\*\*TEMPORARY DISTURBANCE INCLUDES WORK AREA AROUND BRIDGES AND ALONG TRAIL. -107XX20T THE 100 YEAR FLOOD BOUNDARY (BFE) LINEWORK SHOWN HAS BEEN SUPERSEDED BY THE REMOVAL OF THE CULVERT AND CONSTRUCTION OF THE BOONES FERRY ROAD BRIDGE AND TRYON CREEK CHANNEL IMPROVEMENTS 1111211121 SEC28 2550\_\_\_\_ AREA B \*\*\*PERMANENT DISTURBANCE = 2,630 SF. AREA B \*\*\*TEMPORARY DISTURBANCE = 170 SF. EXISTING EPHEMERAL STREAM, TYP. TRYON CREEK STATE NATURAL AREA BOUNDARY TRYON CREEK STILL NOTES: EXISTING EPHEMERAL STREAM \*100 YEAR FLOOD BOUNDARY EXISTING SEWER W/EASMENT ; EPHEMERAL-TYP. ORDINARY HIGH WATER LINE (TO BE REMOVED) EXISTING L STREAM, 1 EXISTING CREEK EXISTING TREES TOP OF BANK PROPOSED TRAIL 0 O OHAT NAMED WATER UNNAMED WAT PERMANENT DISTURBANCE AREA TRAIL TYPICAL SECTIONS ARE PROVIDED FOR GENERAL CONSTRUCTION GUIDANCE, WHERE POSSIBLE, A FULL BENCH SECTION SHOULD BE CONSTRUCTED. LATERAL AND VERTICAL DEVIATION FROM THE PROPOSED ALIGNMENT IS ALLOWED WITHIN THE ASSOCIATED DESIGN PARAMETERS, INCLUDING MINIMIZING IMPACTS TO TREES AND ROOT STRUCTURES, MAJOR ALIGNMENT ADJUSTMENTS NEED TO BE APPROVED BY THE OPRD PROJECT MANAGER PRIOR TO CONSTRUCTION. PROPOSED TRAIL CENTER LINE TEMPORARY DISTURBANCE AREA MATCHLINE: SEE SHEET 5 OPRD PROPERTY BOUNDARY CONSTRUCT TYPICAL TRAIL SECTION PER TRAIL DETAILS ON SHEET 16. IF TREE ROOTS ARE PRESENT, SEE INTRUDING TREE ROOT SECTION ON SHEET 17. OBLITERATE AND RESTORE EXISTING TRAIL PER DETAILS ON SHEET 26. CONSTRUCT TYPICAL ELEVATED TRAIL SECTION AS NECESSARY PER DETAIL ON SHEET 16. IF TREE ROOTS ARE PRESENT, SEE INTRUDING TREE ROOT SECTION ON SHEET 17. CONSTRUCT ROLLING DIP AS NECESSARY PER DETAIL ON SHEET 18. IF TREE ROOTS ARE PRESENT, SEE INTRUDING TREE ROOT SECTION ON SHEET 17. CONSTRUCT ARMORED SLOPE PER DETAIL ON SHEET 17. CONSTRUCT BRIDGE PER BRIDGE PLAN AND DETAIL SHEETS. PROPOSED TRAIL EDGE TRAIL TYPICAL SECTION NOTES PROPOSED BRIDGE CONSTRUCTION NOTES TAX LOT LINE EC OVERLAY EP OVERLAY

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LEGEND

OBECON DARKS AND BECBEATION DEPARTMENT

TRYON CREEK STATE NATURAL AREA C TRYON CREEK STATE NATURAL AREA

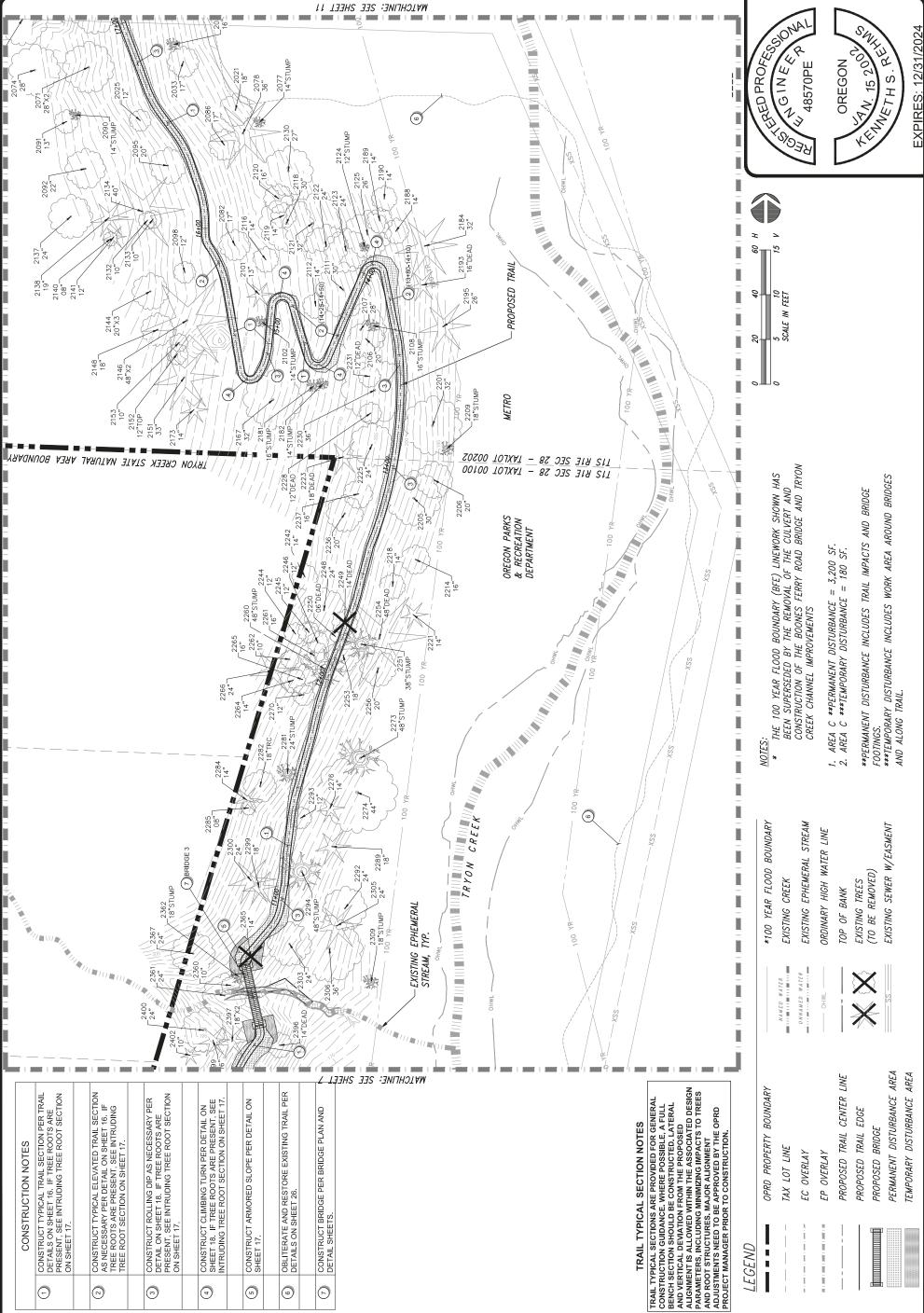
CONTRACT #:

OPRIS #: 30757

9 OF 37

SHEET:

10NE 2023 Sda KSB OBECOV



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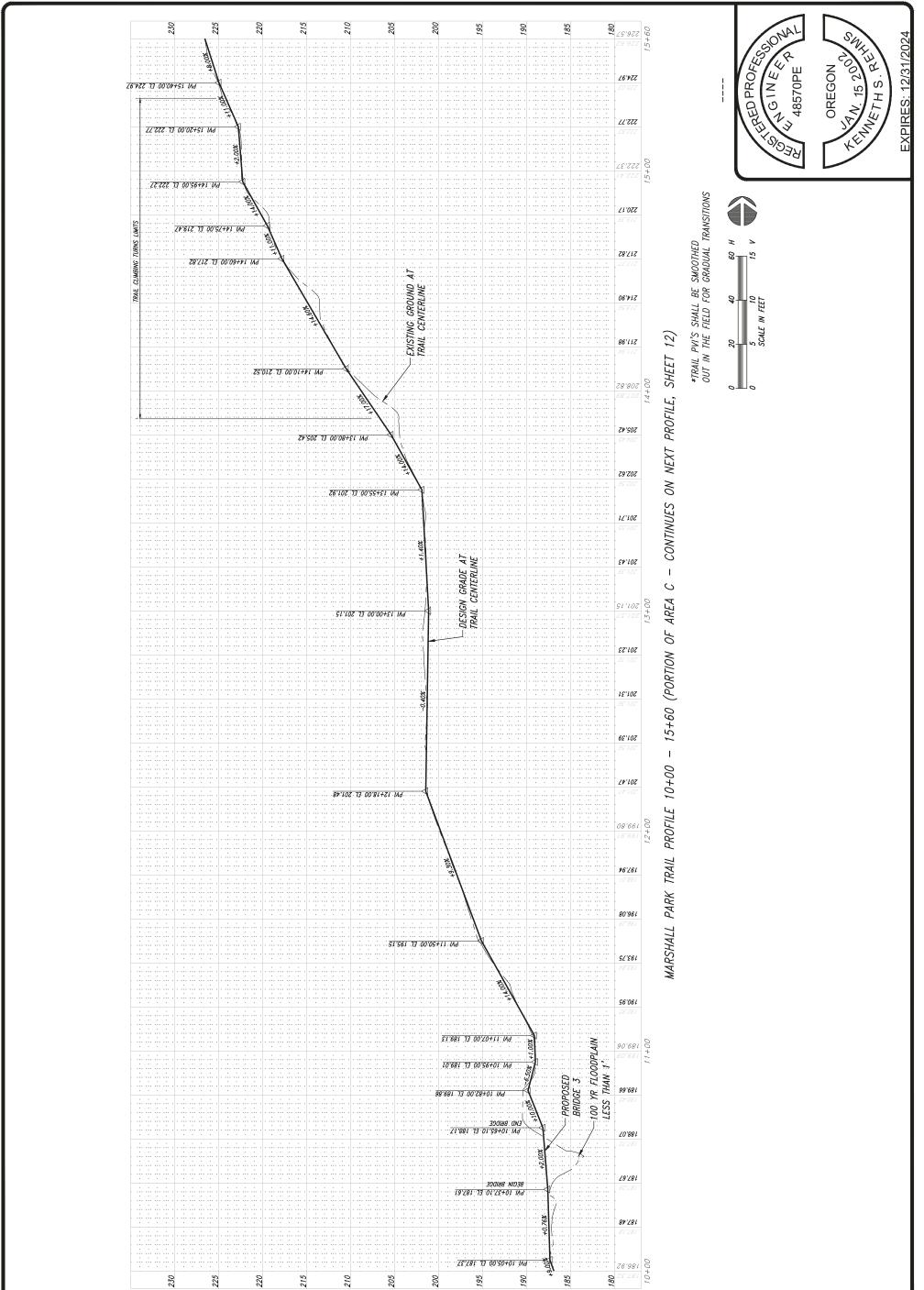
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**LEGEND** 

TRAIL PROFILE STA 10+00 — 15+60 MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA SHET: 10 OF 37 OPRIS #: CONTRACT #: 30757 NA



CONTRACT #: Sda PBS Engineering an Environmental Inc. 4412 S Corbett Aver Fortland, OR 97239 Fortland, OR 97239 11 OF 37 TRAIL DEVELOPMENT SITE PLAN — AREA D MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA KSB OPRIS #: 30757 SHEET: OBECON CONTERED PROFESSORY CONTERPORTOR TO THE PROPERTY OF THE PROPER THINGTHS. RETHING EXPIRES: 12/31/2024 15 2007 IS CONSTRUCTION GUIDANCE. WHERE POSSIBLE, A FULL BENCH SECTION SHOULD BE CONSTRUCTED. LATERAL AND VERTICAL DEVIATION FROM THE PROPOSED ALIGNMENT IS ALLOWED WITHIN THE ASSOCIATED DESIGN PARAMETERS, INCLUDING MINIMIZING IMPACTS TO TREES AND ROOT STRUCTURES. MAJOR ALIGNMENT ADJUSTMENTS NEED TO BE APPROVED BY THE OPRD PROJECT MANAGER PRIOR TO CONSTRUCTION. 48570PE OREGON CONSTRUCT TYPICAL TRAIL SECTION PER TRAIL DETAILS ON SHEET 16. IF TREE ROOTS ARE PRESENT, SEE INTRUDING TREE ROOT SECTION ON SHEET 17. CONSTRUCT ROLLING DIP AS NECESSARY PER DETAIL ON SHEET 18. IF TREE ROOT'S ARE PRESENT, SEE INTRUDING TREE ROOT SECTION ON SHEET 17. OBLITERATE AND RESTORE EXISTING TRAIL PER DETAILS ON SHEET 26. CONSTRUCT BRIDGE PER BRIDGE PLAN AND DETAIL SHEETS. CONSTRUCTION NOTES 0 (m) 0 (<u>P</u>) SCALE IN FEE! 18"STUMPLE SEC.28 - TAXLOT 04100 THE 100 YEAR FLOOD BOUNDARY (BFE) LINEWORK SHOWN HAS BEEN SUPERSEDED BY THE REMOVAL OF THE CULVERT AND CONSTRUCTION OF THE BOONES FERRY ROAD BRIDGE AND TRYON CREEK CHANNEL IMPROVEMENTS FOOTINGS. \*\*\*TEMPORARY DISTURBANCE INCLUDES WORK AREA AROUND BRIDGES AND ALONG TRAIL. \*\*PERMANENT DISTURBANCE INCLUDES TRAIL IMPACTS AND BRIDGE AREA D \*\*\*PERMANENT DISTURBANCE = 1,710 SF. AREA D \*\*\*TEMPORARY DISTURBANCE = 250 SF. MATCHLINE: SEE SHEET OF PORTLAND PROPOSED TRA CIT7EXISTING EPHEMERAL STREAM \*100 YEAR FLOOD BOUNDARY SEC 58 - 14XF01 04100 EXISTING SEWER W/EASMENT 11S R1E SEC 28 - TAXLOT 04100 ORDINARY HIGH WATER LINE TRYON CREEK STATE NATURAL AREA BOUNDARY (TO BE REMOVED) EXISTING CREEK EXISTING TREES TOP OF BANK METRO EPHEMERAL TYP. ₩, ₩, EXISTI STREA BANKETHI TILL WAS AREA BOUNDARY PERMANENT DISTURBANCE AREA TEMPORARY DISTURBANCE AREA PROPOSED TRAIL CENTER LINE OPRD PROPERTY BOUNDARY PROPOSED TRAIL EDGE PROPOSED BRIDGE TAX LOT LINE EXISTING TRAIL EC OVERLAY EP OVERLAY WATCHLINE: SEE SHEET 9

OBECON DARKS AND BECBEATION DEPARTMENT

6/20/2023 4:30 PM - L:/Projects/71000/71743-000/Civil/CAD/Working\/5heets/71743.000-005-014-TRAILDVSP.dwg - Phillip Grigorov

JUNE 2023

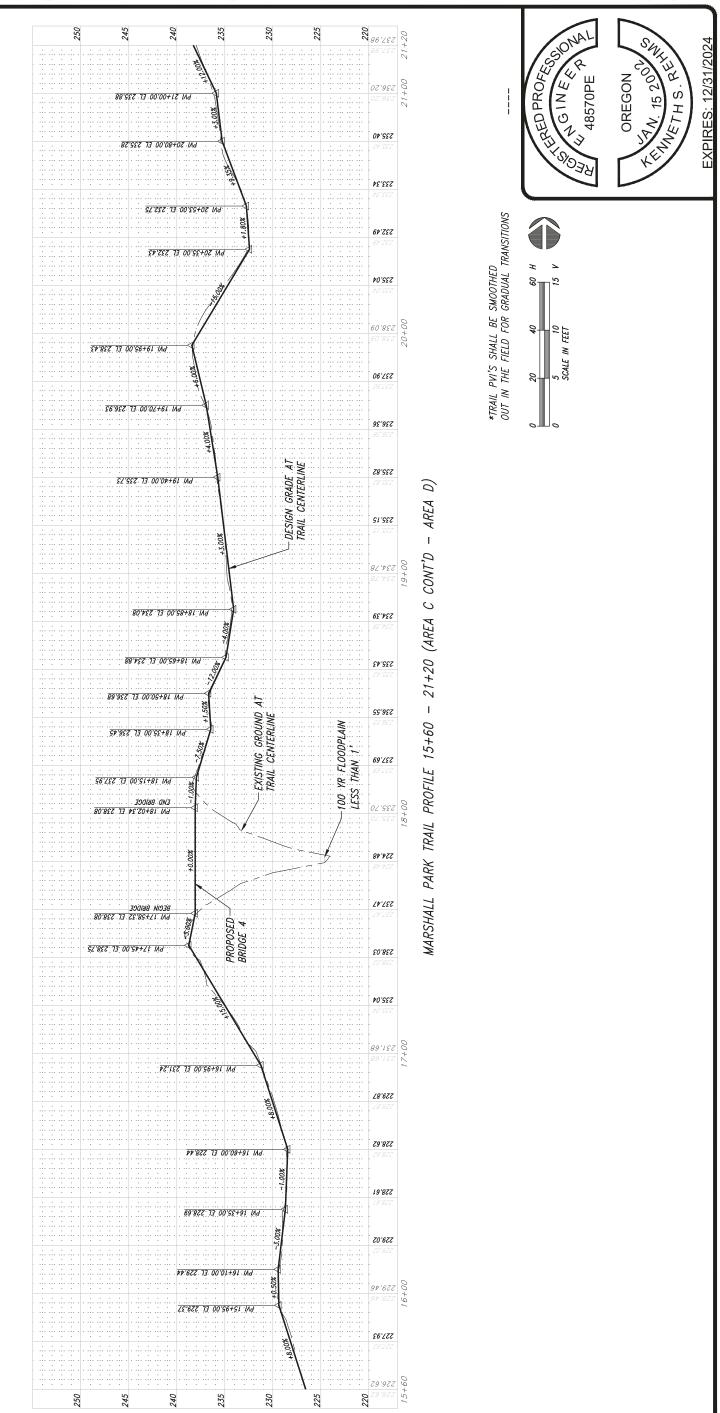
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STATE PARKS



# OKECON PARKS AND RECREATION DEPARTMENT

TRYIL PROFILE STA 15+60 — 21+20 MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA SHEET: 12 OF 37 OPRIS #: CONTRACT #: 30757 NA



13 OF 37

13 OF 37

CONTRACT #:

NA PBS Engineering and Environmental Inc. 4412 S Corbelt Avenue Portland, OR 97239 503.248.1939 TRYIL DEVELOPMENT SITE PLAN — AREA E MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA KSB OPRIS #: 30757 SHEET: OKECON CONTERED PROFESSO CONTERPORTED PROFESSOR THINGTHS. RETHING EXPIRES: 12/31/2024 END PROPOSED TRAIL

STA 23+32 CONNECT TO EXTG
TRAIL 15 2007 X OREGON 48570PE 23+56.86 CONSTRUCT TYPICAL TRAIL SECTION PER TRAIL DETAILS ON SHEET 16. IF TREE ROOTS ARE PRESENT, SEE INTRUDING TREE ROOT SECTION ON SHEET 17. OBLITERATE AND RESTORE EXISTING TRAIL PER DETAILS ON SHEET 26. CONSTRUCT TYPICAL ELEVATED TRAIL SECTION
AS NECESSARY PER DETAIL ON SHEET 16. IF
THEE ROOTS ARE PRESENT, SEE INTRUDING
TREE ROOT SECTION ON SHEET 17. CONSTRUCT ARMORED SLOPE PER DETAIL ON SHEET 17. CONSTRUCT BRIDGE PER BRIDGE PLAN AND DETAIL SHEETS. 1063 CONSTRUCTION NOTES PROPOSED TRAIL EXISTING EPHEMERAL STREAM, TYP. (<u>-</u>) 0 0 (N) GD 5 SCALE IN FEET TRAIL TYPICAL SECTIONS ARE PROVIDED FOR GENERAL CONSTRUCTION GUIDANCE, WHERE POSSIBLE, A FULL BENCH SECTION SHOULD BE CONSTRUCTED. LATERAL AND VERTICAL DEVIATION FROM THE PROPOSED ALIGNMENT IS ALLOWED WITHIN THE ASSOCIATED DESIGN PARAMETERS, INCLUDING MINIMIZING IMPACTS TO TREES AND ROOT STRUCTURES. MAJOR ALIGNMENT ADJUSTIMENTS NEED TO BE APPROVED BY THE OPPD PROJECT MANAGER PRIOR TO CONSTRUCTION. 1165 40" BRIDGE 5(7) 11 MATCHLINE: SEE SHEET THE 100 YEAR FLOOD BOUNDARY (BFE) LINEWORK SHOWN HAS BEEN SUPERSEDED BY THE REMOVAL OF THE CULVERT AND CONSTRUCTION OF THE BOONES FERRY ROAD BRIDGE AND TRYON CREEK CHANNEL IMPROVEMENTS FOOTINGS. \*\*\*TEMPORARY DISTURBANCE INCLUDES WORK AREA AROUND BRIDGES AND ALONG TRAIL. \*\*PERMANENT DISTURBANCE INCLUDES TRAIL IMPACTS AND BRIDGE AREA E \*\*PERMANENT DISTURBANCE = 460 SF. AREA E \*\*\*TEMPORARY DISTURBANCE = 300 SF. METRO CITY OF PORTLAND 25' TRANSITION AREA BOUNDARY EXISTING TREES (TO BE REMOVED) EXISTING SEWER W/EASMENT EXISTING EPHEMERAL STREAM \*100 YEAR FLOOD BOUNDARY ORDINARY HIGH WATER LINE EXISTING CREEK TOP OF BANK UNNAMED WAT PERMANENT DISTURBANCE AREA TEMPORARY DISTURBANCE AREA PROPOSED TRAIL CENTER LINE OPRD PROPERTY BOUNDARY PROPOSED TRAIL EDGE PROPOSED BRIDGE EXISTING TRAIL TAX LOT LINE EC OVERLAY EP OVERLAY

JUNE 2023

Sda

Sda

STATE PARKS

OBECON DARKS AND BECBEATION DEPARTMENT



3TAQ	DRAWN BY
10NE 2023	Sda
SAO	DESIGNED BX
KSB	CHECKED BA
	APPROVED BY



# OKECON PARKS AND RECREATION DEPARTMENT

TRYOL CREEK STATE NATURAL AREA MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA SHET:
14 OF 37
OPRIS #: CONTRACT #:
30757 NA

OREGON

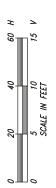
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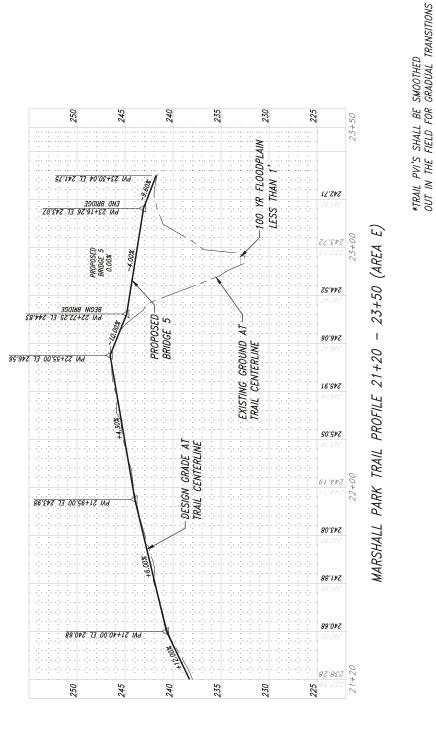
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TRYON CREEK STATE NATURAL AREA TRYON CREEK STATE NATURAL AREA

REGISTERED

15 OF 37
contract #: нив #: 30757 SHEET:

T ROBERT W. PHIPPS L A OREGON L S 5-31-2024

A P E ARCH



HEMPORARY DISTURBANCE AREA AREA AREA	
US, TYPICAL US, TYPICAL US, TYPICAL US, TYPICAL US, TYPICAL	
CRITICAL ROOT ZONE, 1" DBH-1" RADIUS, TYPICAL SS	

MPACT AREA	
CONSTRUCTION	
$\ll$	
DISTURBANCE	
TRA1L	
<b>TYPICAL</b>	NTS

	11.50.0	50 On-Site Tr	11.50.050 On-Site Tree Density Standards	ndards		
Number of Minimu	Number of Required Trees and Minimum Planting Area	es and		Determi	Determining Required Tree Area	Tree Area
Canopy size category (at maturity)	Number of trees requred per size of tree area		Min. required plating area per tree (min. dimension)	Development Type	ent Type	Option A
Large	1 per 1,000 s.f.		150 s.f.(10'x10')			25 percent of
Medium	1 per 500 s.f.		75 s.f.(5'x5')	Other	ier	Development Impact
Small	1 per 300 s.f.		50 s.f.(3'x3')			Area
Tree Density Calculations						
	AREA A	AREA B	AREA C	AREA D	AREA E	TOTAL
Development Impact Area	24,840 s.f	25,529 s.f.	31,181 s.f.	23,525 s.f.	8,266 s.f.	113,341 s.f.
25% of Development Impact Area required	6,210 s.f.	6,382 s.f.	7,795 s.f.	5,881 s.f.	1,595 s.f.	27,863 s.f.
Existing Tree Canopy (within Development Impact Area only)	53,000 s.f.	62,000 s.f.	85,500 s.f.	75,000 s.f.	28,500 s.f.	304,000 s.f.

Note: Development Impact Area calculated using 25 feet offset in each direction of existing trail centerline.

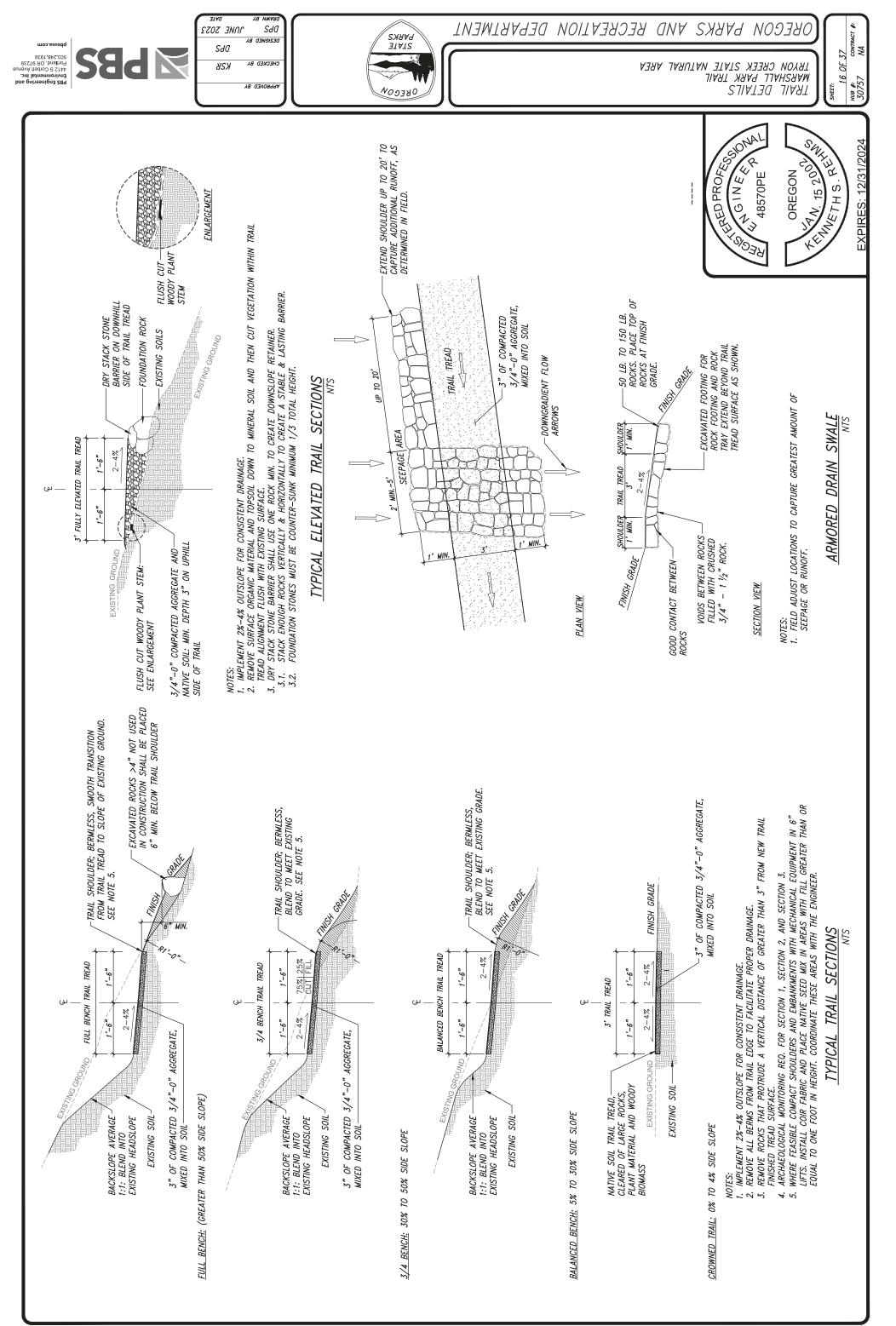
Tree Replacer Size of tree to be removed (inches in diameter)	ment in	Table 430-3	
Size of tree to be removed (inches in diameter)	ment in	anic +20-2	
Size of tree to be removed (inches in diameter)		I ree Replacement in Environmental Overlay Zone	verlay Zone
		Option A (no. of native tree to be planted)	Option B (combination of native trees and shrubs)
At least 6 and up to 12		2	not applicable
More than 12 and up to 20		3	1 tree and 3 shrubs
More than 20 and up to 25		5	3 tree and 6 shrubs
More than 25 and up to 30		7	5 tree and 9 shrubs
More than 30		10	7 tree and 12 shrubs
	Trees	Trees to be Removed	
Tree ID D	DBH	Species	Required Tree Replacement Count
1507	15"	ACEMAC	1 tree and 3 shrubs
2249	14"	N/A (Dead)	1 tree and 3 shrubs
2365	14"	THUPLI	1 tree and 3 shrubs
2545	12"	ALNRUB	1 tree and 3 shrubs
		TOTAL	4 trees and 12 shrub

	Tree No.	No.	DBH	Species	ŏ
	1507	7	15"	ACEMAC	
_	2249	6	14"	ACEMAC	
_	2365	5	14"	THUPLI	
	2545	2	12"	ALNRUB	
1					
	Tree Sun	Tree Survey Table Legend	pend		
	Abbreviation	Species	ies		
	ACEMAC	Acer macrophyllum	phyllum		
	ALNRUB	Alnus rubra			
	PSEMAC	Pseudotsuga menziesii	ı menziesii		
	THUPLI	Thuja plicata			
	TSUHET	Tsuga heterophylla	ophylla		
	ALNRHO	Alnus rhombifolia	oifolia		
-	PINSTO	Quercul Palustrus	rstrus		
1					

Tree Removal Table Summary

ree No.	Species	Tree	Tree No.	Species	T To
1559	THUPLI	fair	2082	THUPLI	6
1560	THUPLI	fair	2086	ACEMAC	122
1562	ACEMAC	poor	2091	ACEMAC	fa
1569	PSEMAC	poor	2092	ACEMAC	¥
1580	PSEMAC	poor	2095	ACEMAC	g
1600	ACEMAC	poob	2098	ACEMAC	8
1618	ALNRUB	poor	2101	PSEMAC	g,
1674	ACEMAC	poop	2111	ACEMAC	9 9
1680	ALNRUB	poor	2118	ACEMAC	ō
1681	ALNRUB	poor	2119	ACEMAC	ğ
1683	THUPLI	poob	2120	ACEMAC	fa
1684	ALNRUB	fair	2121	PSEMAC	.‡≃
1692	ALNRUB	fair	2122	THUPLI	fa
1703	ALNRUB	fair	2123	ACEMAC	8
1727	ALNRUB	dead	2130	ACEMAC	ĝ
1729	ALNRUB	poor	2132	PSEMAC	۳
1731	ALNRUB	fair	2133	PSEMAC	ţa
1742	ALNKUB	taır	2134	THUPU	ğ,
1766	THIIDII	fair	213/	ACEINIAC	<u> </u>
1771	AINRIB	fair iai	2130	ACEMAC	2 2
1778	AINRIB	Door	2140	TUIIDI	3 4
1792	ACEMAC	poor	2141	IHOPL	2
1706	ACEMAC	1000	2144	ACEGKA	ğ
1796	ACEMAC	poor	2146	PSEMAC	ī.
1797	THUPLI	poor	2148	ACEMAC	fa
1798	THUPLI	fair	2150	PSEMAC	g
1800	THUPLI	fair	2152	ACEMAC	fa
1804	ACEMAC	fair	2153	ACEMAC	de
1807	TSUHET	fair	2166	ACEMAC	g
1808	THUPLI	poor	2173	THUPLI	g
1808	ACEMAC	fair	2184	THUPLI	od
181	ALNRUB	poor	2185	ACEMAC	g
1812	THUPLI	poor	2188	ACEMAC	ĝ
1825	THUPLI	fair	2190	ACEMAC	Ę.
1834	TSUHET	fair	2198	THUPLI	ď
1835	ACEMAC	fair	2201	ACEMAC	1,50
1835	THUPLI	fair	2205	ACEMAC	1,52
1837	ACEMAC	fair	2206	ACEMAC	. 5
1841	THUPLI	poor	22106	ACEMAC	6 5
1844	ACEMAC	poor	2214	ACEMAN	
1853	PSEMAC	dead	2214	ACEIMAC	8 2
1876	ALNRUB	poor	9177	ACEMAC	۲ ,
1878	DCEMAC	fair	2218	ACEMAC	ţa.
1070	ACENANC	Iali	2221	THUPLI	<u>a</u>
1000	ACEMIAC	lood ::3	2225	ACEMAC	ğ
1900	THUPLI	fair	2230	ACEMAC	go
1902	THUPL	fair	5236	ACEMAC	fa
1903	THUPLI	poor	2237	ACEMAC	g
1906	ISUHEI	Tair	2242	ACEMAC	fa
1001	ACEIMIAC	Idil	2244	ACEMAC	ď
1932	N SEIVING	11-3	2245	ACEMAC	ğ
1941	ACEMIAC	Tair	2246	ACEMAC	р
1947	IHOPU.	taır	2248	ACEMAC	Ψ
1934	TUILDI	lall fair	2253	ACEMAC	od
1056	VCENAAC	lall poor	2256	ACEMAC	τ <u>a</u>
1962	PSFMAC	poor	2261	ACEMAC	ta la
1964	THUPLI	fair	7977	ACEMAC	5   6
1975	PSEMAC	fair	#022 #022	ACEINIAC	1
1976	TSUHET	poob	2265	THIIDII	2 4
1980	PSEMAC	fair	2270	ACEMAC	۵
1990	ACEMAC	fair	227.6	THIMI	2 0
1993	THUPLI	fair	2282	THUPLI	. a
2021	ALNRHO	dead	2284	THUPLI	6
2025	ACEMAC	poob	2285	THUPLI	fa
2029	ACEMAC	poob	2289	THUPLI	ď
2033	ACEMAC	poor	2292	ACEMAC	od.
2040	THUPLI	fair	2293	ACEMAC	ď
2041	ACEMAC	fair	2299	THUPLI	J.
2056	ACEMAC	poor	2300	THUPLI	42
2057	THUPLI	poor	2303	ACEMAC	ď
2058	ACEMAC	poob	2305	THUPLI	.   £
2071	ACEMAC	fair	2306	ACEMAC	ă
2074	ACEMAC	pood	0960	VCEINIO C	2 2
				VCENANO	

H	Tree Data	Tree
1000		Condition
1047		pood
1063	ACEMAC	fair
1103	ACEMAC	fair
	THUPL	fair
1105	EMA	poor
1122		fair
1150	THUPLI	Ιŏ
1153	THUPLI	poob
1159	THUPII	Ιŏ
116		
100	וווחווו	Idil
10,	T SEIVING	Iall
4/11		Tall
181	ACEMAC	taır
1181	THUPLI	poob
1189	ACEMAC	boob
1193	THUPLI	fair
1201	ACEMAC	poor
1208	ACEMAC	poor
T .	ACEMAC	fair
1213	ACEMAC	fair
1214	ACEMAC	poor
1215	THIMI	poor
1230	1017	pood
ŭΙà		5 I i
ÑΙ	SEM	poofi
1230	PSEMAC	fair
1231	Σ	fair
1232	THUPLI	poob
1245	۱ٍ⊻	fair
2,000	DCTAAAC	
1249	PSEMAC	Tair
1250	ACEMAC	fair
1256	PSEMAC	poob
1258	ACEMAC	fair
1266	ACEMAC	poor
200	) CEINITY	50.
126/	₽Ι	good
1268	ACEMAC	fair
1273	PSEMAC	fair
1274	ACEMAC	poor
1375		
0/21		-
1280	PSEMAC	good
1282	ACEMAC	fair
1285	ACEMAC	poor
1286	ACEMAC	noor
1207	1017	. 0000
1621	10111	200
1300	PINSTO	fair
1328	ACEMAC	fair
1329	ACEMAC	fair
1331	ACEMAC	poob
1 ~	ACEMAC	poon
o I a	ACEINIAC	nooh !
1334	THUPLI	poor
1335	PSEMAC	fair
1336	PSEMAC	fair
1344	ACEMAC	fair
1351	ACEMAC	poor
	) id	0000
1355	HOPE	nooh
1360	THUPLI	dead
1361	THUPLI	fair
1363	PSEMAC	dead
1388	ACEMAC	fair
1393	DSEMAG	fair
000	Selvino.	=
1398	ACEMAC	noofi
1401	THUPLI	good
1405	ACEMAC	poor
1406	PSEMAC	poor
20 1	JCINIOC I	١.
140/	PSEMAC	taır
1418	PSEMAC	good
1453	THUPLI	fair
1456	PSEMAC	poob
1469		fair
1400	r I <	lall
1492	≰ ≀	5 I 1
1501	THUPLI	poor
1507	ACEMAC	fair
1 5	THUBIT	fair
1521	ACEMAN.	ii c
1524	ACEMAC	Dood
1558	THUPL	fair



TRAIL DETAILS MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA

CONTERED PROFESSO WWW. 48570PE A F

48570PE

1. ARMORED SLOPE PLACED AT CLIMBING TURNS INSIDE RADIUS TO PREVENT EROSION AND DISCOURAGE TRAIL USERS CUTTING CORNER.

2. FOUNDATION STONE SHALL BE BURIED % TOTAL HEIGHT MIN. AND PROTRUDE OUT FROM FACE OF WALL.

STATE PARKS OBECON









PBS Engineering and Environmental Inc.
4412 S Corbett Avenue Portland, OR 97239
503.248.1939



ROCK ARMORING, TYP. (BETWEEN AND OVER ROOTS)

TREE ROOTS

THE STATE OF THE S 

ox days

TREE & ROOT STRUCTURE

3502055

36" MIN. FULL BENCH TRAIL TREAD

TRAIL TREAD

PLAN VIEW ELEVATED TREAD W/ INTRUDING ROOT



NOTES: 1. IMPLEMENT 2%-4% OUTSLOPE FOR CONSISTENT DRAINAGE. 2. LAY ROCK TIGHT IN ROOT CREVICES W/ MINIMUM OF 3 POINTS OF CONTACT W/ ADJACENT ROCKS. 3. FILL VOIDS W/ BROKEN ROCK OR 1:1 MIXTURE OF NATIVE SOIL AND ¾"-1½" AGG. 4. FINISHED ROCK ARMORING TRAIL TREAD SHALL BE LEVEL W/ NATURAL SURFACE TRAIL TREAD.

ROCK ARMORING

2-4%

EXISTING TREE &— ROOT STRUCTURE

EXISTING SOIL

TRAIL TREAD

36" MIN. FULL BENCH

EXISTING GRADE

2" MIN. TYP.

BACKFILL ROCK —— (3/4"-1 ½" AGG.)

3/4" MINUS AGG.: SEE NOTES

18"-24" MIN.

THROUGH STONE

TREE ROOT

PIN ROCK: USE WHERE NEEDED TO STABILIZE LAYERS OF STONE ARMORING 8"-12" ROCK: PACK SECURELY FINISH GRADE ROCK ARMORING ROOTS FOUNDATION STONE EXISTING SOIL CAPSTONE: USE-HEAVY ROCK AF AVG NEW TRAIL
SURFACE



CONTRACT #:

нив #: 30757

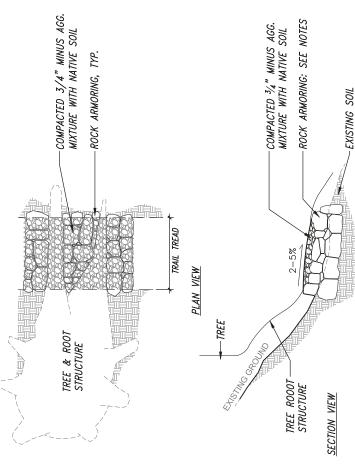
EXPIRES: 12/31/2024

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SHEET:

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# SECTIONS WITH INTRUDING TREE ROOT(S) TYPICAL ELEVATED TRAIL

BACKFILL DRY STACK RETAINING WALL W/ 3/4"-1/2" BALLAST CAPPED WITH 3/4" MINUS AGGREGATE, TIGHTLY COMPACTING IN LIFTS, TO ALLOW FOR WATER DRAINAGE AND FREEZE/THAW CYCLE. MAINTAIN FINISH TRAIL TREAD SURFACE OUTSLOPE OF 2%-4%. FILL TREAD W/ 1:1 MIX OF 3/4" MINUS AGGREGATE AND NATIVE SOIL. COMPACT IN LIFTS.

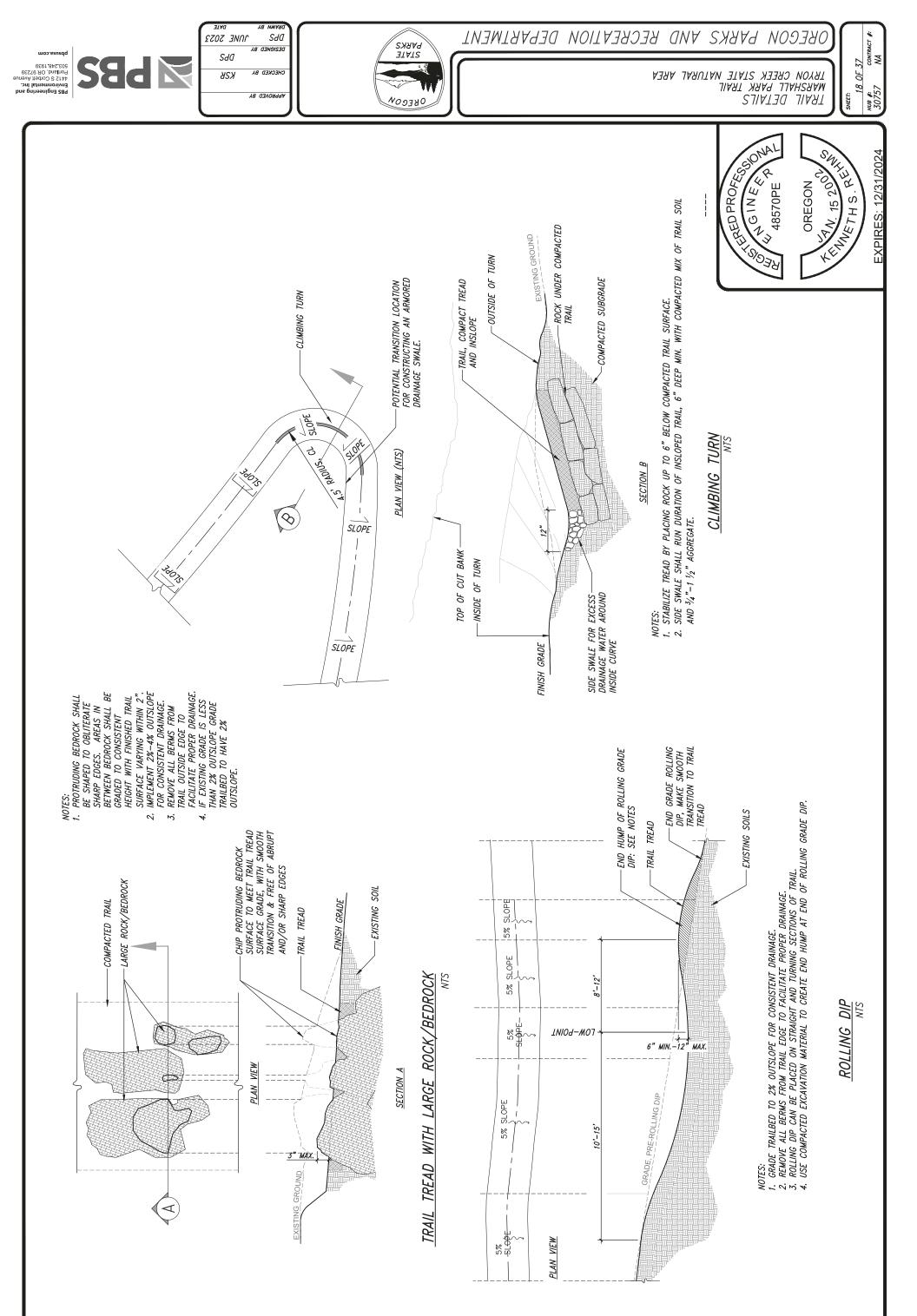
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DAMAGE/SCAR ROOT AND OR TREE STRUCTURE. WALL PLACEMENT CAN BE ADJUSTED TO MINIMIZE ROOT IN SET FURTHER DOWNSLOPE FOR LARGE ROOTS THAT SIGNIFICANTLY PROTRUDE POWNSLOPE FOR LARGE ROOTS THAT SIGNIFICANTLY PROTRUDE CONTROLLS.

1. LEAVE ROOT INTACT. BUILD TREAD FOUNDATION UP AROUND ROOTS.

ELEVATED TREAD W/ INTRUDING ROOT

POUNDATION STONES MUST BE COUNTER-SUNK MINIMUM ½ TOTAL HEIGHT.
 USE LARGEST STONES AT BOTTOM TO BARE WEIGHT OF WALL ADEQUATELY.
 THROUGH STONES SHALL BE LARGE ENOUGH TO EXTEND FACE TO BACK OF WALL, PLACED WITH RELATIVE FREQUENCY ON VARYING WALL COURSES.
 FILL ALL NON-WALL FACE CREVICES AND CRANNIES WITH SMALLER ROCKS.



# 11.60.030 TREE PROTECTION SPECIFICATIONS

APPLICANT DETERMINES THAT PRESCRIPTIVE PATH IS NOT PRACTICABLE, THE APPLICANT MAY S TO MODIFY THE PRESCRIPTIVE PROTECTIVE PATH, PROVIDED THE FOLLOWING STANDARDS ARE PROPOSE ALTERNATIVE MEASURES TO MODIFY THE PRESCRIPTIVE PROTECTI PERFORMANCE PATH. WHEN THE

- PROTECTION RECULATIONS KEEP THE FOLIAGE CROWN, BRANCH STRUCTURE AND TRUNK CLEAR FROM DIRECT CONTACT AND INJURY BY EQUIPMENT, MATERIALS OR DISTURBANCES, PRESERVE ROOTS AND SOIL IN AN INTACT AND NON-COMPACTED STATE; AND VISIBLY IDENTIFY THE ROOT PROTECTION ZONE IN WHICH NO SOIL DISTURBANCE IS PERMITTED AND OTHER ACTIVITIES ARE RESTRICTED. MAINTAINING THESE PROTECTIONS THROUGH DEVELOPMENT WILL LESSEN UNDESIRABLE CONSEQUENCES THAT MAY RESULT FROM UNINFORMED OR CARELESS ACTS, PRESERVE BOTH TREES AND PROPERTY VALUES, AND REDUCE RISKS ASSOCIATED WITH DAMAGED OR DESTABILIZED TREES. TREE CONSTRUCTION. THE NEGATIVE IMPACTS OF A. INTENT. TREE PROTECTION DURING DEVELOPMENT HELPS TO REDUCE
- RED TO BE RETAINED ON SITE OR IN THE STREET MEET THE REQUIREMENTS OF SUBSECTION C., ALTERNATE PROTECTION METHODS FOR STREET OR APPLICABILITY. THESE STANDARDS APPLY TO ANY TREE THAT IS REQUIRED DURING A DEVELOPMENT ACTIVITY. PROPOSED TREE PROTECTION SHALL MEE BELOW, EXCEPT THAT THE CITY FORESTER MAY APPROVE OR REQUIRE ALTEI В.
- PROTECTION METHODS. THE TREE PLAN SHALL SHOW THAT TREES RETAINED ARE ADEQUATELY PROTECTED DURING CONSTRUCTION USING ONE OF THE METHODS DESCRIBED BELOW: ن
- EVALUATED THE TREE'S TOLERANCE TO CONSTRUCTION VY PAST IMPACTS THAT HAVE OCCURRED WITHIN THE ROOT THE ALTERNATIVE ROOT PROTECTION ZONE IS PREPARED BY AN ARBORIST WHO HAS VISITED THE SITE AND EXAMINED THE SPECIFIC TREE'S SIZE, LOCATION, AND EXTENT OF ROOT COVER, EVALUATED THE TREE'S TOLERANCE TO CONSTRUCTION IMPACT BASED ON ITS SPECIES AND HEALTH, AND IDENTIFIED ANY PAST IMPACTS THAT HAVE OCCURRED WITHIN THE ROOT Р.
- O TO DEMONSTRATE THAT THE ALTERNATE METHOD GS FROM THE SITE VISIT DESCRIBED ABOVE, OTECTION PLAN CONFORMS TO THE SITE AND THE THE ARBORIST HAS PREPARED A PLAN PROVIDING THE RATIONALE USED PROVIDES AN ADEQUATE LEVEL OF PROTECTION BASED ON THE FINDING. INCLUDING A DEVELOPMENT SITE PLAN TO DEMONSTRATE HOW THE PROPROSED DEVELOPMENT ACTIVITY; F.
- PENALTIES WILL APPLY FOR VIOLATIONS, AND THE PROTECTION ZONE SHALL BE MARKED WITH SIGNAGE, STATING THAT PROVIDING CONTACT INFORMATION FOR THE ARBORIST; ۲.
- IF THE ALTERNATIVE METHODS REQUIRE THE ARBORIST BE ON SITE DURING CONSTRUCTION ACTIVITY, THE APPLICANT SHALL SUBMIT A COPY OF THE CONTRACT FOR THOSE SERVICES PRIOR TO PERMIT ISSUANCE AND A FINAL REPORT FROM THE ARBORIST DOCUMENTING THE INSPECTIONS AND VERIFYING THE VIABILITY OF THE TREES PRIOR TO THE CITY'S FINAL હ
- CONSTRUCTION TECHNIQUES, AN EXPLANATION OF IF THE ALTERNATIVE TREE PROTECTION METHOD INVOLVES ALTERNATIVE THE TECHNIQUES AND MATERIALS USED SHALL BE SUBMITTED; Ŧ.
- PLAN AND INCLUDE CONTACT INFORMATION THE ARBORIST SHALL SIGN THE TREE PRESERVATION AND PROTECTION

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TRYON CREEK STATE NATURAL AREA TRYON CREEK STATE NATURAL AREA

## STATE PARKS





DIRECTIONAL FELLING OF TREES SHALL BE CONDUCTED IN A MANNER THAT WILL NOT JEOPARDIZE THE PUBLIC SAFETY OR DAMAGE OF STRUCTURES, INCLUDING UTILITY LINES OR SERVICES, OR ADJACENT TREES. TREES REMOVED SHALL BE LEFT II PLACE FOR HABITAT VALUE. ANY DAMAGES DURING TREE REMOVAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

ALL REMOVED TREES SHALL LEAVE THE STUMP IN GROUND. THE CONTRACTOR MAY MAKE MINOR DEVIATION OF TRAIL ALIGNMENT TO AVOID STUMPS WITH APPROVAL FROM THE OWNER'S REPRESENTATIVE OR PROJECT ARBORIST.

∾;

4. 5.

ALL WORK WITHIN THE RPZ SHALL BE PERFORMED UNDER THE OVERSIGHT OF THE PROJECT ARBORIST AS REQUIRED THE PERFORMANCE PATH PROTECTIVE MEASURES.

DURING CONSTRUCTION

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ALL ROOT PRUNING SHALL BE PERFORMED USING CLEAN EQUIPMENT BY CUTTING A PERPENDICULAR ANGLE TO THE GROWTH OF THE ROOTS. ALL ROOTS ¼"TO 2"IN DIAMETER MAY BE APPROVED BY THE PROJECT ARBORIST. IF ROOTS GREATER THAN 2"ARE OBSERVED AND NEED TO BE CUT, PORTLAND URBAN FORESTRY SHALL BE CONTACTED FOR INSPECTION AND APPROVAL.

EXPOSURE OF ROOTS SHALL BE BACKFILLED BY THE END OF DAY OR IMMEDIATELY IF WORK IS COMPLETE. BETWEEN TI MONTHS OF JUNE TO AUGUST, THE PROJECT ARBORIST MAY REQUIRE SUPPLEMENTAL WATERING IN AREAS OF EXPOSED

∞:

9.

THE

ALL EXCAVATION WITHIN THE RPZ SHALL BE PERFORMED WITH CARE TO UNCOVER ROOTS CAREFULLY. AT THE DISCRETION OF THE PROJECT ARBORIST, HAND TOOLS MAY BE REQUIRED TO EXPOSE ROOTS.

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NO HEAVY EQUIPMENT, CONSTRUCTION MATERIALS, OR STOCKPILING SHALL OCCUR WITHIN THE RPZ OF EXISTING TREES.

ALL OTHER REMAINING VEGETATION SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION.

CHANGES TO THE TREE PROTECTION MEASURES DURING THE COURSE OF CONSTRUCTION MAY BE APPROVED AS A REVISION PROVIDED THAT THE CHANGE IS NOT THE RESULT OF AN UNAUTHORIZED ENCROACHMENT INTO A ROOT PROTECTION ZONE, AND TREE PROTECTION STANDARDS CONTINUE TO BE MET.

Sda CHECKED BX

ALL TREE REMOVALL AND FELLING WORK SHALL BE PERFORMED BY A CERTIFIED ARBORIST WITH A DEMONSTRATED HISTORY PERFORMING TREE CUTTING AND FELLING FOR A MINIMUM OF FIVE YEARS. THE CONTRACTOR SHALL SUBMIT A RESUME OF PERSONNEL RESPONSIBLE FOR TREE REMOVALS ON THIS PROJECT DOCUMENTING THIS REQUIREMENT.

THE PREVENTION OF DAMAGE TO OVERHANGING BRANCHES THAT COULD BE CAUSED BY CONSTRUCTION EQUIPMENT S BE IDENTIFIED BY THE CONTRACTOR AND COURSE OF ACTION AGREED BEFORE CONSTRUCTION BEGINS. THE PROJECT ARBORIST OR OWNER'S REPRESENTATIVE SHALL APPROVE OF THE PLAN PRIOR TO THE WORK COMMENCING.

4.

5.

A SAFETY WORK PLAN SHALL BE SUBMITTED AND APPROVED BY THE OWNER'S REPRESENTATIVE OR PROJECT ARBORIST PRIOR TO COMMENCING TREE REMOVAL ACTIVITIES.

A PRECONSTRUCTION MEETING SHALL TAKE PLACE TO IDENTIFY GENERAL RISKS TO PROTECTED AREAS, POTENTIAL HAZARDS AND SPECIFIC PROJECT REQUIREMENTS AS IDENTIFIED IN THE PLANS.

SEGMENTS OF THE TRAIL WILL BE FIELD STAKED AND APPROVED BY OWNER'S REPRESENTATIVE OR PROJECT ARBORIST PRIOR TO CONSTRUCTION. THE PROJECT ARBORIST WILL ADDRESS POTENTIAL TREE IMPACTS WITH THE PROPOSED STAKED ALIGNMENT AND IDENTIFY ADAPTIVE BEST MANAGEMENT OPPORTUNITIES IN ADVANCE.

FOLLOWING NOTES REFLECT SPECIFIC PERFORMANCE PATH MEASURES BASED ON SITE INVESTIGATIONS AND ANTICIPATED

ARBORIST TREE PROTECTION NOTES:

CONSTRUCTION ACTIVITIES PRIOR TO CONSTRUCTION

7.

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М,

ALL EROSION CONTROL BMPS SHALL BE INSTALLED AND IN WORKING CONDITION. SIGNAGE DESIGNATING THE PROTECTION ZONE AND ANY PENALTIES FOR VIOLATIONS SHALL BE SECURED AT EACH CONSTRUCTION ACCESS POINT IN A PROMINENT VISIBLE LOCATION.

Sda KSB

SHALL

PBS Engineering and Environmental Inc. 4412 S Corbett Avenue Portland, OR 97239 503.248.1939

10NE 2023

PARKS AND RECREATION DEPARTMENT

AEGISTERED

ROBERT W. PHIPPS OREGON 5-31-2024 LANDSCR

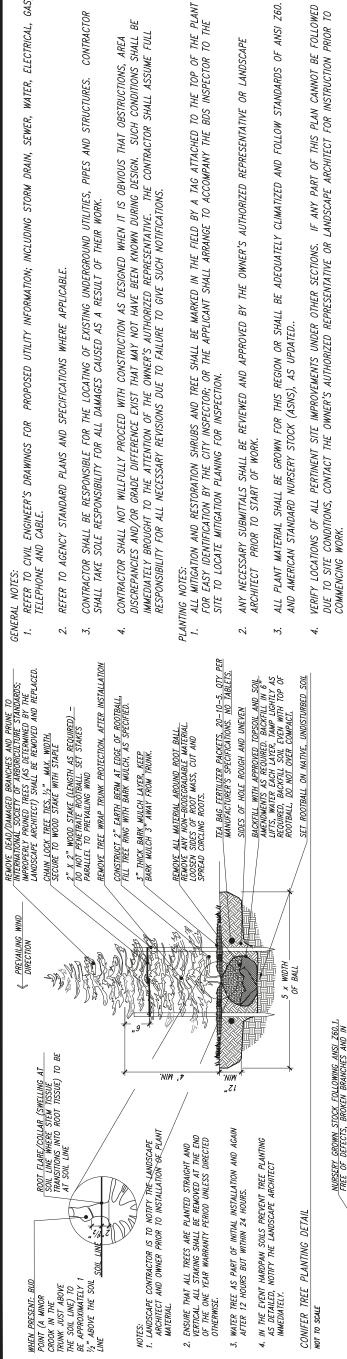
ARCHITECT

CONTRACT #:

нив #: 30757

19 OF 37

SHEET:



SYMPHORICARPOS ALBUS PSEUDOTSUGA MENZIESII MAHONIA AQUIFOLIUM 0 3mm min. 0.C. φ

1. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR INSTALLATION OF PLANT MATERIAL.

WATER SHRUB AS PART OF INITIAL INSTALLATION AND AGAIN AFTER 12 HOURS BUT WITHIN 24 HOURS.

3. IN THE 24 HOURS.

J. IN THE DEFINITION OF SOULS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

OF BALL

NOTES:

Detail Typical Spacing L

15' min. O.C

10 Gallon Min

6' min. height

Douglas Fir

Pseudotsuga menziesii

4

SHRUBS

1 gallon 1 gallon

Tall Oregon Grape

LOCATION SHOWN ON THE PLANS ARE FOR REFERENCE FINAL LOCATION TO BE DETERMINED BY APPLICANT AND BDS DIRECTOR

NOTES:

CONTAINER

SIZE

BUFFER / TREE MITIGATION PLANTING LIST

COMMON NAME

NAME

BOTANICAL

 $\alpha T \gamma$ 

FAILURE TO COMPLY WITH ANY OF THESES 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.

OBECON PARKS AND RECREATION DEPARTMENT

TREE MITIGATION DETAILS & NOTES MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA

AEGISTERED ROBERT W. PHIPPS OREGON 5-31-2024

ARCH LECT LANDSCR A

CONTRACT #:

OPRIS #:

20 OF 37

REMOVE ANY PLASTIC, BURLAP, NAILS, OR OTHER MATERIALS FROM THE ROOTBALL WHICH MAY LIMIT ROOT GROWTH VIGOROUS, HEALTHY CONDITION. KEEP GROUND LINE SAME AS NURSERY LINE

DO NOT MAKE SUBSTITUTIONS.

5

6.

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FOLLOWED PRIOR TO

PLAN CANNOT BE FOLLC FOR INSTRUCTION PRIOR

OF THIS

PERTINENT SITE IMPROVEMENTS UNDER OTHER SECTIONS. IF ANY PART OF THIS CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE OR LANDSCAPE ARCHITECT

. PARKS STATE

OKECON

CONTACT

CONTRACTOR SHALL CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE OR LANDSCAPE ARCHITECT FOR PLANT MATERIAL INSPECTION 2–3 DAYS PRIOR TO INSTALLATION.

CONTRACTOR SHALL REPAIR OR REPLACE ANY EXISTING LANDSCAPE AFFECTED BY CONSTRUCTION TO IT'S ORIGINAL CONDITION. CON OWNER'S AUTHORIZED REPRESENTATIVE OR LANDSCAPE ARCHITECT IF ANY AREAS NOT ORIGINALLY LANDSCAPED, BECOME LANDSCAPE.

11NE 2023

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**GWA** 

E PLANT THE

PBS Engineering and Environmental Inc. 4412 S Corbett Avenue Portland, OR 97239 503.248.1939

GAS,

ELECTRICAL,

WATER,

PROPOSED UTILITY INFORMATION; INCLUDING STORM DRAIN, SEWER,

WHERE

SPECIFICATIONS

PLANS AND

CONTRACTOR

PIPES AND STRUCTURES.

BE

BLACKFILL WITH APPROVED TOPSOIL AND SOIL AMENDMENTS, AS REQUIRED, BACKFILL IN 6" LIFTS, WATER EACH LAYER, <u>DO NOT</u> OVER COMPACT. 3" THICK BARK MULCH LAYER, KEEP BARK MULCH 3" AWAY FROM TRUNK. TEA BAG FERTILIZER PACKETS, 20–10–5. QTY PER MANUFACTURER'S SPECIFICATIONS. NO TABLETS. CONSTRUCT 2" EARTH BERN TO FORM A WATER RETEKTION BASIN, FILL BERN WITH BARK MULCH CONSTRUCT 6" MOUND OF TOPSOIL NOTES: 1. THE APPLICANT SHALL INDICATE ON THE PLANS SELECTION OF EITHER TAGGING PLANTS POR IDENTIFICATION OR ACCOMPANTING THE BDS INSPECTOR FOR AN ON-SITE INSPECTION

MONITORING STANDARDS:

SHRUB PLANTING

TO SCALE

707

EARS TO ENSURE SURVIVAL NSIBLE FOR ONGOING R MONITORING PERIOD. THE LANDOWNER SHALL MONITOR THE REQUIRED PLANTING FOR TWO Y. AND REPLACEMENT AS DESCRIBED BELOW. THE LANDOWNER IS RESPONSURVIVAL OF REQUIRED PLANTING BEYOND THE DESIGNATED TWO—YEAR

ST SUBMIT AND PAY FEES PRIOR TO ISSUANCE OF THE BDS ZONING PERMIT, THE APPLICANT MU FOR REVIEW OF THE LANDSCAPE MONITORING REPORTS REQUIRED BELL 7

UNDER AFTER INSTALLATION AND INSPECTION OF THE INITIAL MITIGATION PLANTING, THE LAND OWNER MUST SUBMIT TWO ANNUAL MONITORING AND MAINTENANCE REPORTS FOR REVIEW AND APPROVAL TO THE LAND USE SERVICES CONTAINING THE LAND USE SERVICES CONTAINING THE MONITORING INFORMATION DESCRIBED BELOW. SUBMIT THE FIRST REPORT WITHIN 12 MONTHS FOLLOWING THE FINAL INSPECTION APPROVAL OF THE SITE DEVELOPMENT PERMIT REQUIRED UNDER CONDITION A. SUBMIT A SECOND REPORT 12 MONTHS FOLLOWING THE DATE OF THE FIRST MONITORING REPORT. MONITORING REPORT SHALL CONTAIN THE FOLLOWING INFORMATION: κ,

MUST ONE PLANTING SEASON). REPLACEMENT TREE A COUNT OF THE NUMBER OF PLANTED TREES THAT HAVE DIED. ONCE PLANTED FOR EACH DEAD TREE (REPLACEMENT MUST OCCUR WITHIN ON ö

F LESS THAN 80 PERCENT OF R GROUND COVER AT THE TIME SHALL BE PLANTED TO REACH NG SEASON). PERCENT COVER (REPLACEMENT MUST OCCUR WITHIN ONE PLANTING THE PERCENT COVERAGE OF NATIVE SHRUBS AND GROUND COVER. IF , THE MITIGATION PLANTING AREA IS COVERED WITH NATIVE SHRUBS OR OF THE ANNUAL COUNT, ADDITIONAL SHRUBS AND GROUND COVERS SH 80 PERCENT COVER (REPLACEMENT MIST ACCUSATIONAL COVER SHOULD WITH MIST ACCUSATIONAL COVER SHOULD WITH THE PROPERTY OF T þ.

A LIST OF REPLACEMENT PLANT THAT WERE INSTALLED ડં

PHOTOGRAPHS OF THE MITIGATION AREA D A SITE PLAN, IN CONFORMANCE WITH APPROVED EXHIBITS C.20 TO C.25, MITIGATION PLAN, SHOWING THE LOCATION AND DIRECTION OF PHOTOS. ó

REED CANARYGRASS, TEASEL, CLEMATIS) WITHIN 10 FEET OF ALL PLANTING. INVASIVE SPECIES MUST NOT EXCEED 15 PERCENT COVER DURING THE MONITORING PERIOD. AN ESTIMATE OF PERCENT COVER OF INVASIVE SPECIES (ENGLISH IVY, REED CANARYGRASS, TEASEL, CLEMATIS) WITHIN 10 FEET OF ALL PLANI

PLANTING SHALL BE INSTALLED BETWEEN OCTOBER 1 AND MARCH 31 (THE PLANTING SEASON)

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PRIOR TO INSTALLING REQUIRED MITIGATION PLANTINGS, NON-NATIVE INVASIVE PLANTS SHALL REMOVED FROM ALL AREAS WITHIN 10 FEET OF MITIGATION PLANTING, USING HANDHELD EQUIPMENT 5

IF PLANTING ARE INSTALLED PRIOR TO COMPLETION OF CONSTRUCTION, A TEMPORARY ORANGE, 4-FOOT HIGH CONSTRUCTION FENCE SHALL BE PLACED TO PROTECT PLANTING FROM CONSTRUCTION ACTIVITIES. ė,

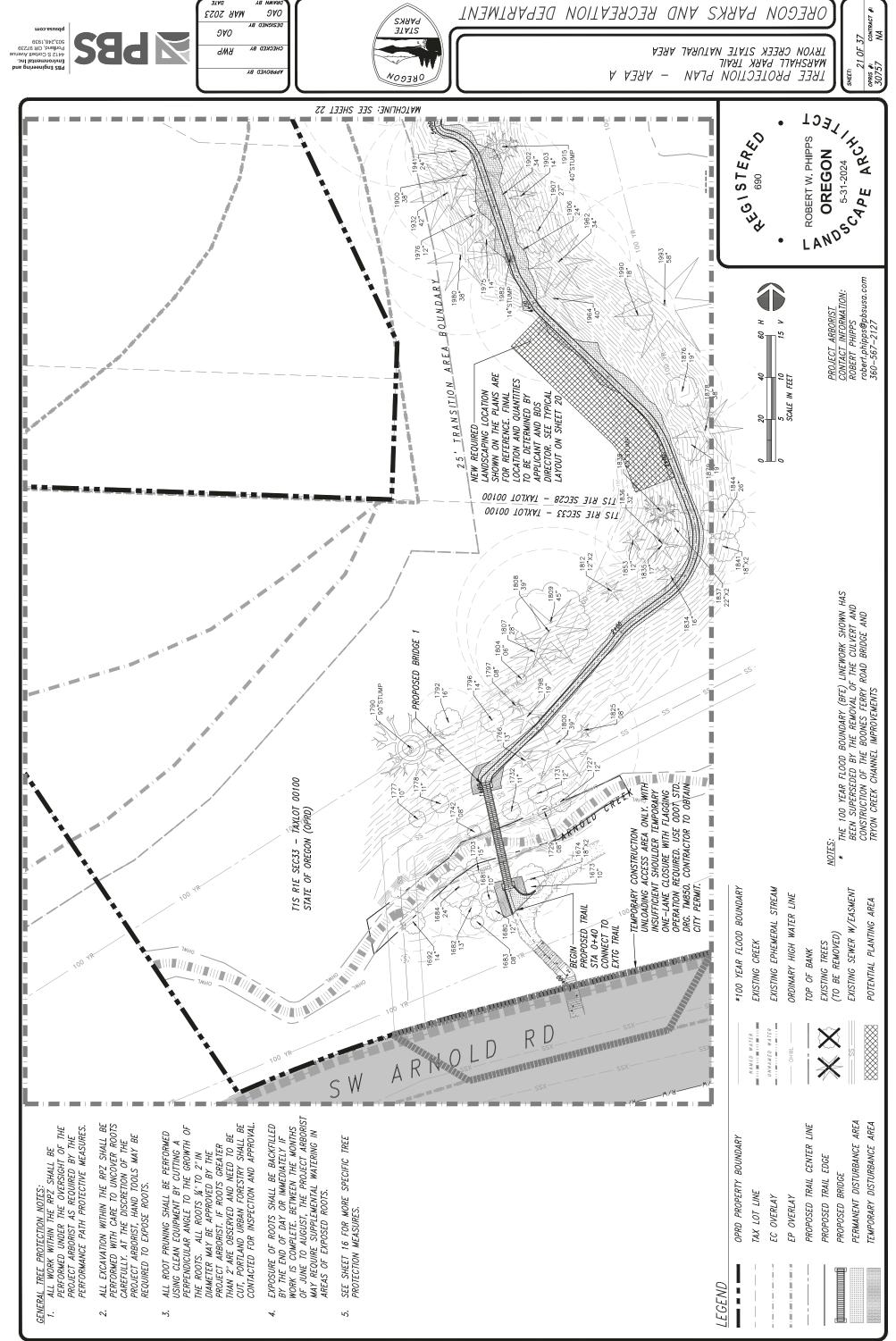
ВE

ALL MITIGATION AND RESTORATION SHRUBS AND TREES SHALL BE MARKED IN THE FIELD BY , ATTACHED TO THE TOP OF THE PLANT FOR EASY IDENTIFICATION BY THE CITY INSPECTOR; O APPLICANT SHALL ARRANGE TO ACCOMPANY CONTRASTING COLOR THAT IS EASILY SEEN AND IDENTIFIED. Κ.

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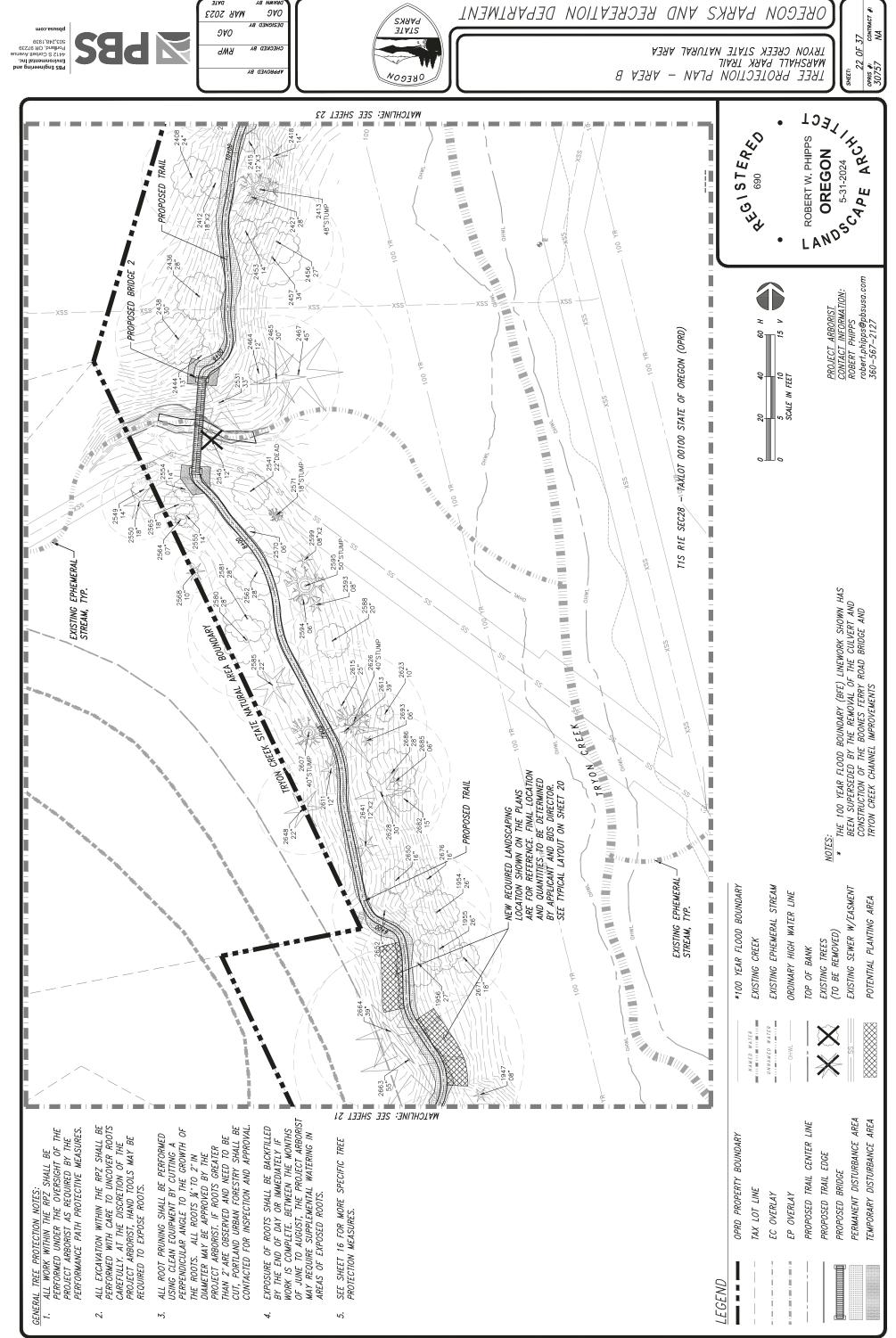
AFTER INSTALLING THE ROUIRED MITICATION PLANTING AND PLACING THE LARGE WOOD/SNAGS, THE APPLICANT SHALL REQUEST INSPECTION OF MITIGATION PLANTING AND FINAL THE ZONING PERMIT.



ELOS AAM

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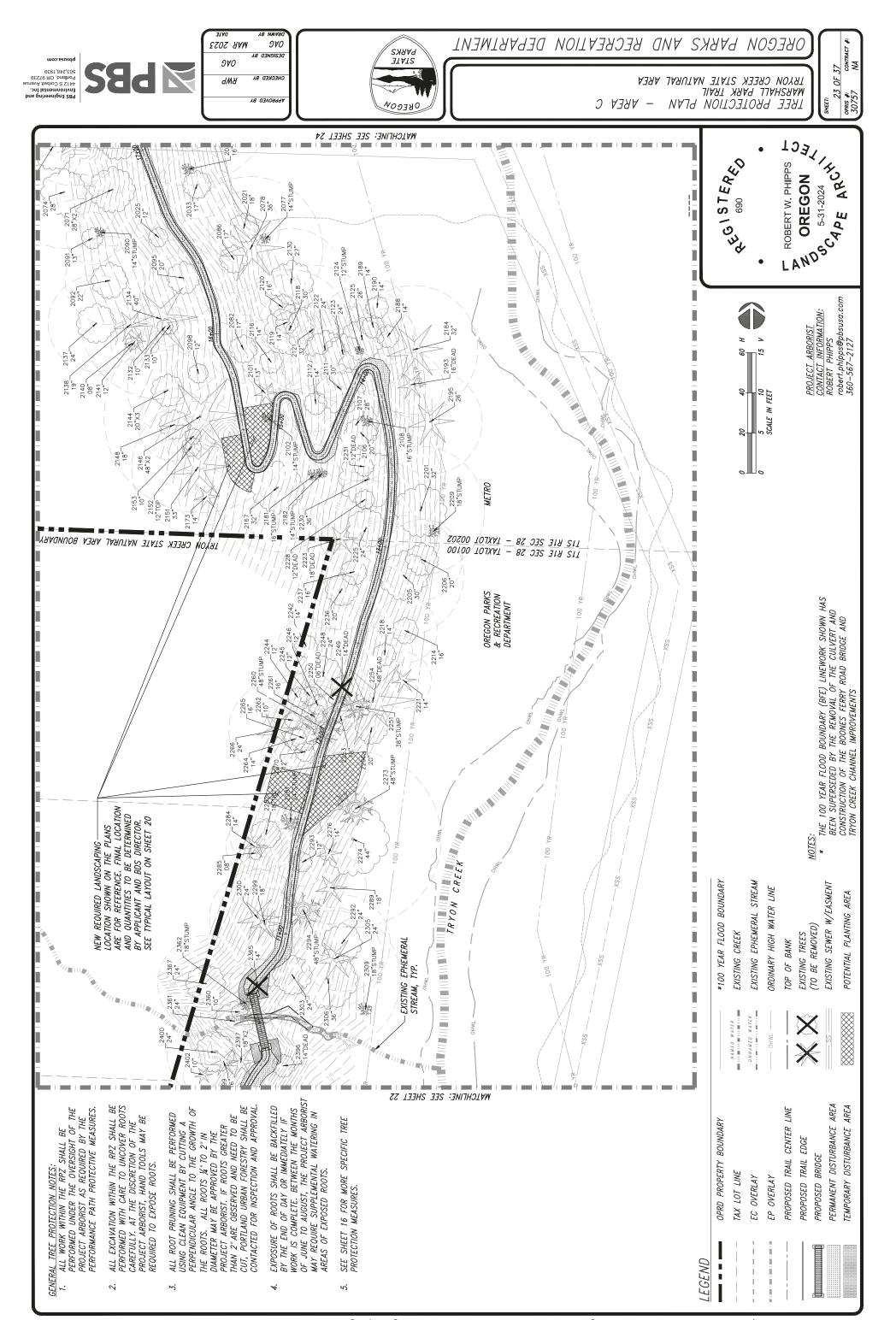
OREGON PARKS AND RECREATION DEPARTMENT

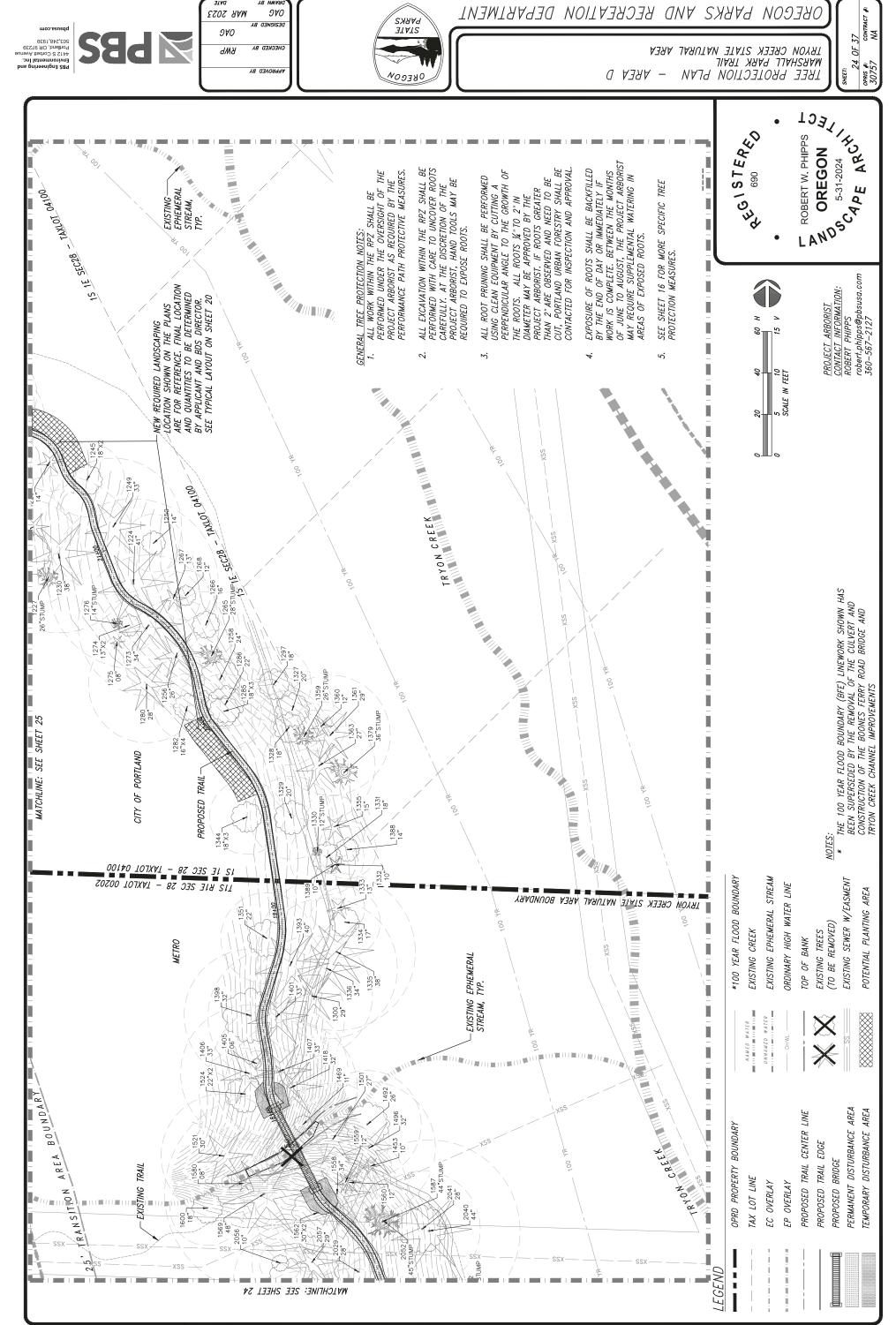


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OBECON PARKS AND BECREATION DEPARTMENT

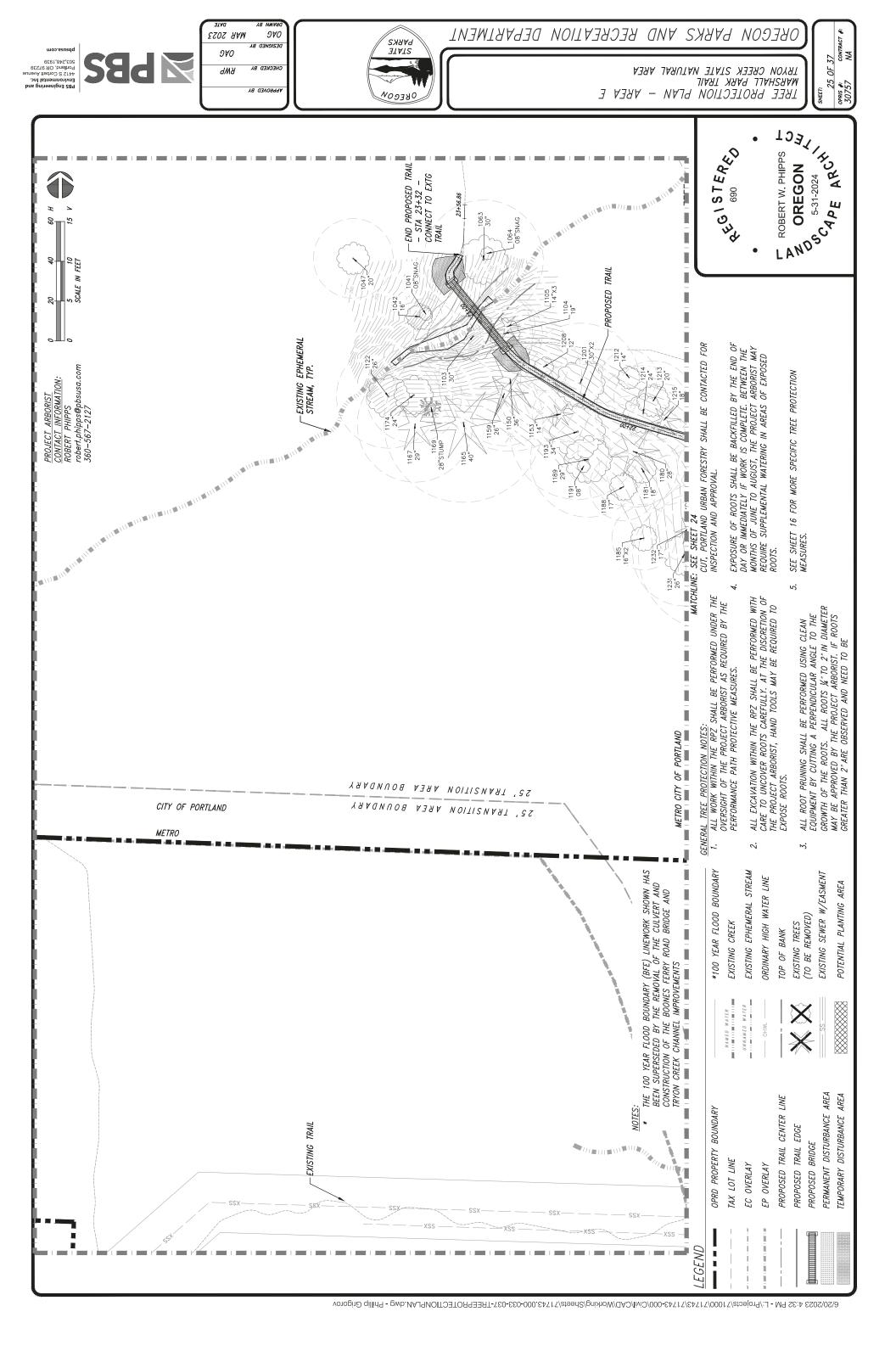


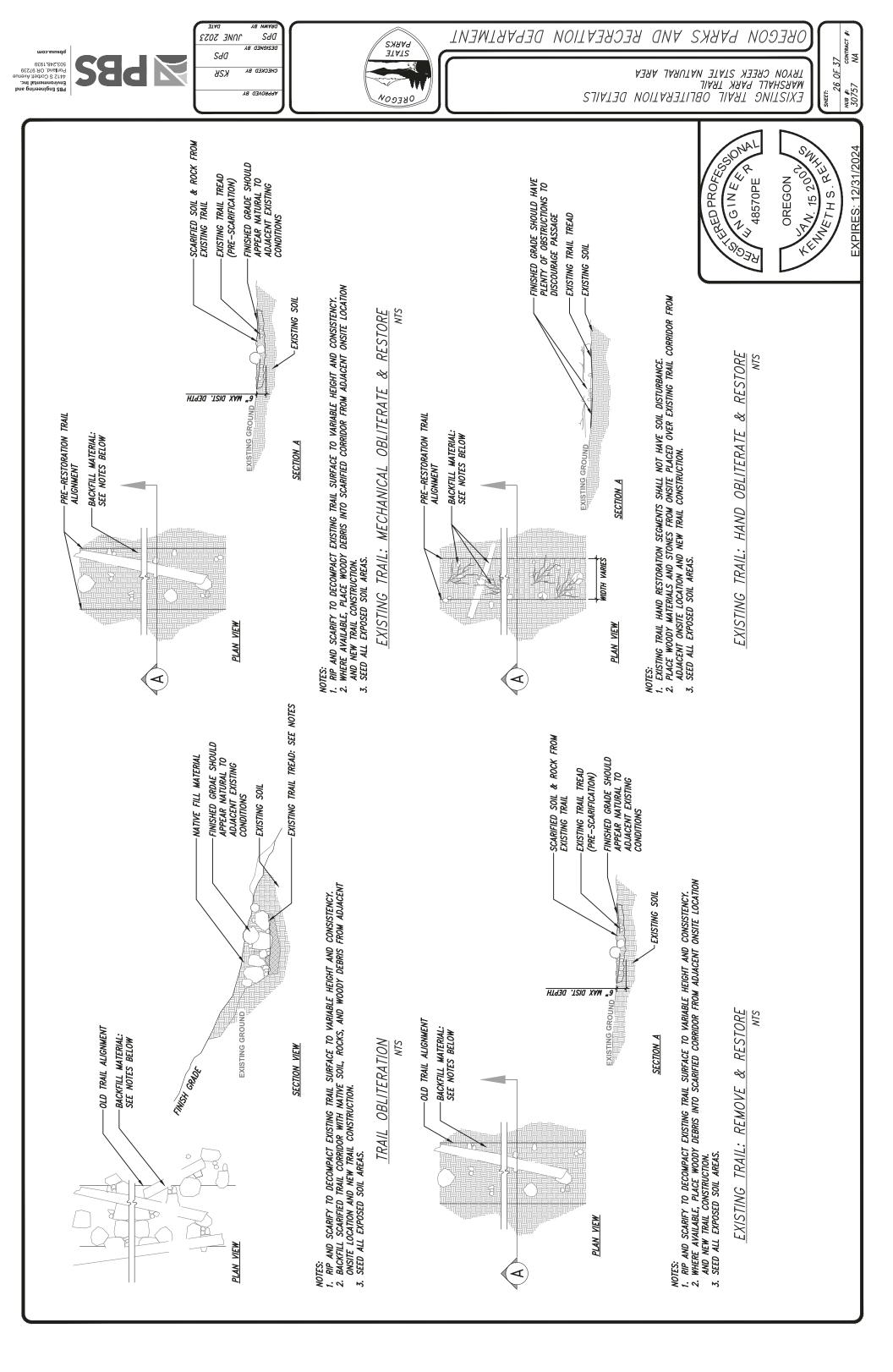


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OBECON PARKS AND BECREATION DEPARTMENT





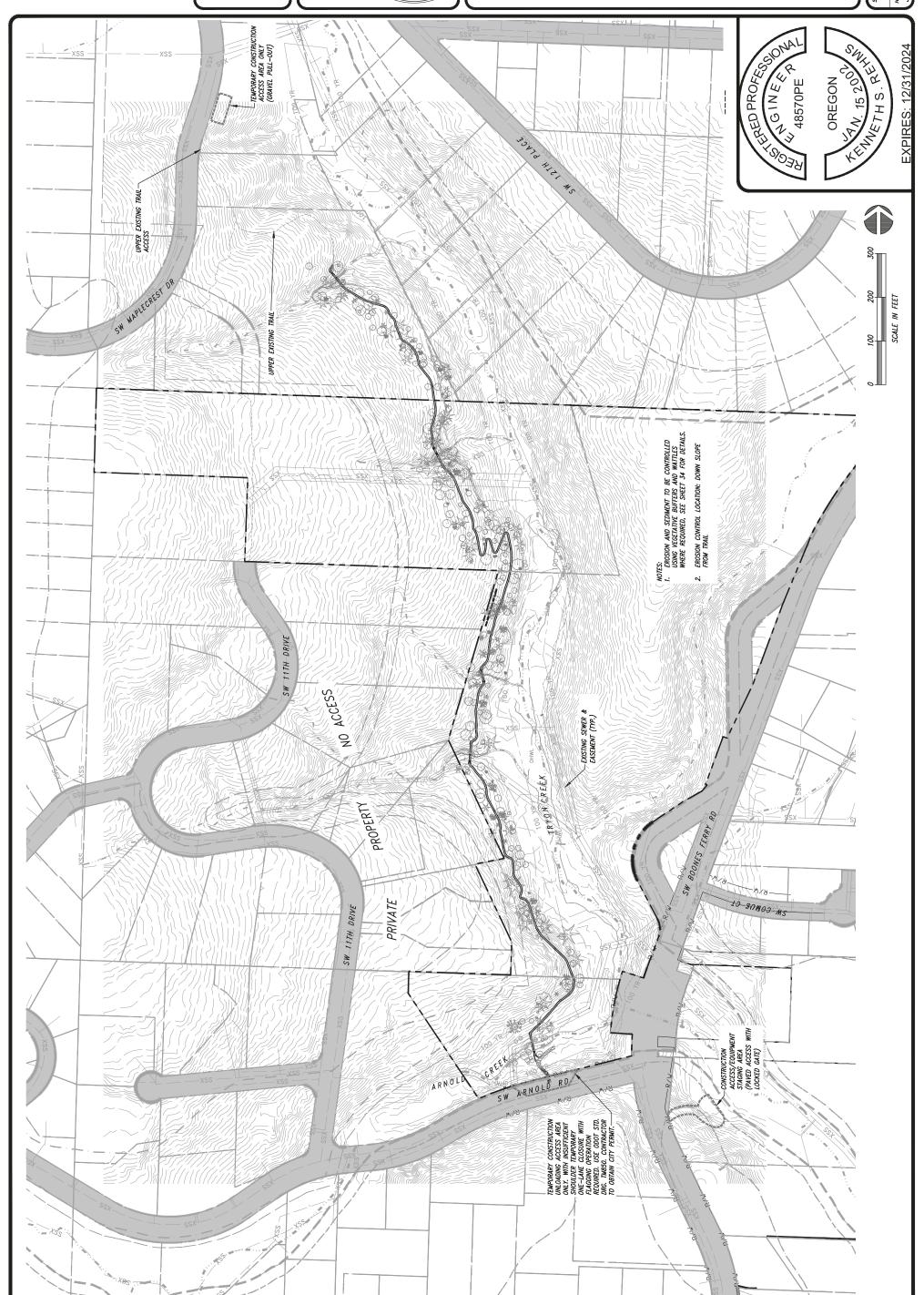




### OREGON PARKS AND RECREATION DEPARTMENT

TRYON CREEK STATE NATURAL AREA CONSTRUCTION ACCESS & EROSION CONTROL PLAN — FULL SITE

SHEFT:
27 OF 37
HUB #: CONTRACT #:
30757 NA



## CONTROL NOTES **DEQ EROSION**

- PERSONNEL NT CONTROL THAT INCLUDES THE INSPECTOR TO DISCUSS EROSION AND SEDIME! MEASURES AND CONSTRUCTION LIMITS. (SCHEDULE A.B.C.I.(3)) 1. HOLD A PRE-CONSTRUCTION MEETING OF PROJECT CONSTRUCTION
- ALL INSPECTIONS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-CA PERMIT REQUIREMENTS.

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- CA PERMIT 3. INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-REQUIREMENTS.
- RETAIN A COPY OF THE ESCP AND ALL REVISIONS ON SITE AND MAKE IT AVAILABLE ON REQUEST TO DEQ, AGENT, OR THE LOCAL MUNICIPALITY. DURING INACTIVE PERIODS OF GREATER THAN SEVEN (7) CONSECUTIVE CALENDAR DAYS, RETAIN THE ESCP AT THE CONSTRUCTION SITE OR AT ANOTHER LOCATION. (SCHEDULE B.2.A)
- ESCP IS A ALL PERMIT REGISTRANTS MUST IMPLEMENT THE ESCP. FAILURE TO I ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE VIOLATION OF THE PERMIT. (SCHEDULE A 8.A)
- THE ESCP MEASURES SHOWN ON THIS PLAN ARE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD. UPGRADE THESE MEASURES AS NEEDED TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL EROSION AND SEDIMENT CONTROL REGULATIONS. (SCHEDULE A.B.C.II.(1)(C))
- SUBMISSION OF ALL ESCP REVISIONS IS NOT REQUIRED. SUBMITTAL OF THE ESCP REVISIONS IS ONLY UNDER SPECIFIC CONDITIONS. SUBMIT ALL NECESSARY REVISION TO DEQ OR AGENT. (SCHEDULE A.12.C.III)
- AL TO PREVENT

  N. (SCHEDULE A PHASE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICA EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION. 8 C.II (1)(D))

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- IDENTIFY, MARK, AND PROTECT (BY FENCING OFF OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES, AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G., WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS. (SCHEDULE A.B.C.I.(1) & (2)) 6
- 7.B.III(3)) 10. PRESERVE EXISTING VEGETATION WHEN PRACTICAL. (SCHEDULE A.
- ER SEDIMENT ID MUST REMAIN 11. EROSION AND SEDIMENT CONTROL MEASURES INCLUDING PERIMETER SEDIMENT CONTROL MUST BE IN PLACE BEFORE VEGETATION IS DISTURBED AND MUST REMAIN IN PLACE AND BE MAINTAINED, REPAIRED, AND PROMPILY IMPLEMENTED FOLLOWING PROCEDURES ESTABLISHED FOR THE DURATION OF CONSTRUCTION, INCLUDING PROTECTION FOR ACTIVE STORM DRAIN INLETS AND CATCH BASINS AND APPROPRIATE NON-STORMWATER POLLUTION CONTROLS. (SCHEDULE A.7.D.I AND A.8.C)
- URES AND FOR ALL 12. APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASL IMMEDIATELY ON ALL DISTURBED AREAS AS GRADING PROGRESSES ROADWAYS INCLUDING GRAVEL ROADWAYS. (SCHEDULE A.8.C.II.(2))

- AND RESPONSE PROCEDURES, EMPLOYEE TRAINING ON SPILL PREV PROPER DISPOSAL PROCEDURES, SPILL KITS IN ALL VEHICLES, REGINANTENANCE SCHEDULE FOR VEHICLES AND MACHINERY, MATERIA STORAGE CONTROLS, TRAINING AND SIGNAGE, AND COVERED STOR WASTE AND SUPPLIES. (SCH A 7.E.III.) 17.IMPLEMENT THE FOLLOWING BMPS WHEN APPLICABLE: WRITTEN SP
- THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE NUTRIENT RELEASES TO SURFACE WATERS. EXERCISE CAUTION WHEN USING TIME-RELEASE
- 20.1F A STORMWATER TREATMENT SYSTEM (FOR EXAMPLE, ELECTRO-COAGULATION, FLOCCULATION, FILTRATION, ETC.) FOR SEDIMENT OR OTHER POLLUTANT REMOVAL IS EMPLOYED, SUBMIT AN OPERATION AND MAINTENANCE PLAN (INCLUDING SYSTEM SCHEMATIC, LOCATION OF SYSTEM, LOCATION OF INLET, LOCATION OF DISCHARGE, DISCHARGE DISPERSION DEVICE DESIGN, AND A SAMPLING PLAN AND FREQUENCY) BEFORE OPERATING THE TREATMENT SYSTEM. OBTAIN PLAN APPROVAL BEFORE

### PARKS AND RECREATION DEPARTMENT

STATE PARKS





CONSTRUCTION ACCESS & ER MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA NOTES NY7d EKOSION CONLKOT

10NE 2023 Sda Sda CHECKED BX KSB PROVED BY



ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS. (SCHEDULE A.8.C.I.(7))

S USING BMPS FL ALL UNPAVED MUST BE IN (1) AND A.8.C.I(4)) 14. PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS L SUCH AS: GRAVELED (OR PAVED) EXITS AND PARKING AREAS, GRAVEL ROADS LOCATED ONSITE, OR USE AN EXIT TIRE WASH. THESE BMPS MI PLACE PRIOR TO LAND-DISTURBING ACTIVITIES. (SCHEDULE A 7.D.II.(1)

TER-TIGHT 15. WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WA TRUCKS OR DRAIN LOADS ON SITE (SCHEDULE A.7 D.II.(3))

FROM SPILLS; VEHICLE AND EQUIPMENT FUELING, MAINTENANCE, AND STORAGE; OTHER CLEANING AND MAINTENANCE ACTIVITIES. AND WASTE HANDLING ACTIVITIES. THESE POLLUTANTS INCLUDE FUEL, HYDRAULIC FLUID, AND OTHER OILS FROM VEHICLES AND MACHINERY, AS WELL AS DEBRIS, LEFTOVER PAINTS, SOLVENTS, AND 16.USE BMPS TO PREVENT OR MINIMIZE STORMWATER EXPOSURE TO POLLUTANTS VEHICLES AND MACHINERY, AS WELL AS DEBRIS, LEFTOVER PAINTS, GLUES FROM CONSTRUCTION OPERATIONS. (SCHEDULE A.7.E.I.(2)

EROSION CONTROL MEASURES SHOWN ON THIS PLAN REPRESENT ANTICIPATED BMPS FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND ADJUSTING THE APPROPRIATE EROSION CONTROL MEASURES TO ADDRESS CHANGING SITE CONDITIONS. THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING AN EROSION, SEDIMENT AND POLLUTION CONTROL PLAN FOR THIS PROJECT.

ULAR AL DELIVERY AND RAGE AREAS FOR LL PREVENTION ENTION AND

USE WATER, SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL. (SCHEDULE A 7.B.II) FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE. (SCHEDULE A.9.B.III)

CITY'S STANDARD EROSION CONTROL NOTES ALL EROSION, SEDIMENT AND POLLUTION CONTROL PLAN (ESPCP)

PBS Engineering and Environmental Inc. 4412 S Corbett Avenue Portland, OR 97239 503.248.1939

TEMPORARY ESPCP MEASURES SHALL BE INSTALLED, INSPECTED AND APPROVED BY A CITY INSPECTOR BEFORE STARTING GROUND DISTURBING ACTIVITIES. MEASURES SHOWN SHALL BE INSTALLED AS PER THE DETAIL DRAWINGS IN THE CITY OF PORTLAND - EROSION CONTROL MANUAL (AVAILABLE THROUGH THE OFFICE OF PLANNING AND DEVELOPMENT REVIEW, 1900 SW 4TH AVE, PORTLAND OR 97201).

21.TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS, IF NEEDED. THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR. (SCHEDULE A 7.B)

OPERATING THE TREATMENT SYSTEM. OPERATE AND MAINTAIN THE TREATMENT SYSTEM ACCORDING TO MANUFACTURER'S SPECIFICATIONS. (SCHEDULE A.9.D)

22.AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMPS MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS.

(SCHEDULE A 7.E.II.(2))
23.CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND CREATION
OF BARE GROUND DURING WET WEATHER. (SCHEDULE A.7.A.I)

ESPCP MEASURES SHALL NOT BE REMOVED UNTIL PERMANENT LANDSCAPING HAS BEEN INSTALLED AND A FINAL INPSECTION HAS BEEN REQUESTED AND APPROVED BY A CITY INSPECTOR.

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INSPECTIONS MAY BE REQUESTED BY TELEPHONING THE INSPECTION REQUEST NUMBER (503) 823-7000 ONE DAY PRIOR TO THE TIME OF INSPECTION.

APPROVAL OF THIS EROSION, SEDIMENT AND POLLUTION CONTROL PLAN (ESPCP) DOES NOT CONSTITUTE AN APPROVAL OF PERMANENT ROAD OR DRAINAGE DESIGN (E.G., SIZE AND LOCATION OF ROADS, PIPES, RESTRICTORS, CHANNELS, RETENTION FACILITIES, UTILITIES,

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.SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL. (SCHEDULE A.9.C.I)

25.0THER SEDIMENT BARRIERS (SUCH AS BIOBAGS); REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT. AND BEFORE BMP REMOVAL.

REACHES TWO INCH (SCHEDULE A.9.C.II)

CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF PROJECT. (SCHEDULE A.9.C.III & IV)

THE IMPLEMENTATION OF THIS ESPCP AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESPCP FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ALL CONSTRUCTION IS COMPLETED AND APPROVED, AND LANDSCAPING IS **ESTABLISHED** 9

ETC.)

THE ESPCP FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES, AND IN SUCH A MANNER AS TO INSURE THAT SEDIMENT AND SEDIMENT LADEN WATER DO NOT ENTER THE DRAINAGE SYSTEM, ROADWAYS, OR VIOLATE APPLICABLE WATER STANDARDS.

27. WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST BE REMEDIATED. INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND INPLEMENT STEPS TO PREVENT A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DIVISION OF STATE LANDS REQUIRED TIMEFRAME. (SCHEDULE A.9.B.)

28. THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGE WAYS MUST NOT OCCUR. VACUUMING OR DRY SWEEPING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS. (SCHEDULE A.9.B.II)

29. THE ENTIRE SITE MUST BE TEMPORARILY STABILIZED USING VEGETATION OR A HEAVY MULCH LAYER, TEMPORARY SEEDING, OR OTHER METHOD SHOULD ALL CONSTRUCTION ACTIVITIES CEASE FOR 30 DAYS OR MORE. (SCHEDULE A.7.F.I)

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THE ESPCP FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESPCP FACILITIES SHALL BE UPGRADED AS NEEDED FOR UNEXPECTED STORM EVENTS AND TO ENSURE THAT SEDIMENT AND SEDIMENT-LADEN WATER DO NOT LEAVE THE SITE.

THE ESPCP FACILITIES SHALL BE INSPECTED DAILY BETWEEN OCTOBER 1 AND APRIL 30 BY THE CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING. ALL INSPECTIONS SHALL BE NOTED IN AN INSPECTION LOG MAINTAINED ON SITE, AND WHICH SHALL BE MADE AVAILABLE TO THE CITY INSPECTOR UPON REQUEST.

THE ESPCP FACILITIES ON INACTIVE SITES SHALL BE INSPECTED AND MAINTAINED A MINIMUM OF ONCE A MONTH OR WITHIN THE 24 HOURS FOLLOWING A STORM EVENT. ESPCP FACILITIES SHALL BE INSPECTED DAILY DURING RAINFALL. 10

VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. HOWEVER, DO REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AS EXPOSED AREAS BECOME STABLIZED, UNLESS DOING SO CONFLICTS WITH LOCAL REQUIREMENTS. PROPERLY DISPOSE OF CONSTRUCTION MATERIALS AND WASTE, INCLUDING SEDIMENT RETAINED BY TEMPORARY BMPS. (SCHEDULE A.7.B.III(2) AND A.8.C.III)

PROJECT SPECIFIC EROSION CONTROL NOTES

CONSTRUCTION ACTIVITIES ON THIS SITE ARE SUBJECT TO THE REQUIREMENTS OF DEQ'S NPDES 1200CA PERMIT (DEQ FILE NO. 113 WHICH REGULATES STORMWATER DISCHARGES ASSOCIATED WITH

CONSTRUCTION ACTIVITIES.

31.PROVIDE PERMANENT EROSION CONTROL MEASURES ON ALL EXPOSED AREAS. DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT

30.PROVIDE TEMPORARY STABILIZATION FOR THAT PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE. (SCHEDULE A.7.F.II)

STABILIZED CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT. ADDITIONAL MEASURES MAY BE REQUIRED TO INSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION OF THE PROJECT. Ξ.

APPLY PERMANENT OR TEMPORARY SOIL STABILIZATION TO DENUDED DEVELOPMENT SITE AREAS IN CONFORMANCE WITH THE FOLLOWING SCHEDULE: 12.

PETWEEN OCTOBER 1 AND APRIL 30, ALL DENUDED SITES SHALL IMMEDIATELY BE PROVIDED WITH EITHER TEMPORARY OR PERMANENT SOIL STABILIZATION.

SETWEEN MAY 1 AND SEPTEMBER 30, TEMPORARY EROSION AND SEDIMENT CONTROL MESAURES SHALL BE APPLIED AS SOON AS PRACTICABLE, BUT IN NO CASE MORE THAN SEVEN DAYS AFTER GROUND DISTURBING ACTIVITY OCCURS.

- TEMPORARY MEASURES SHALL BE MAINTAINED UNTIL PERMANENT

MEASURES ARE ESTABLISHED.

SECURE OR PROTECT SOIL STOCKPILES THROUGHOUT THE PROJECT WITH TEMPORARY OR PERMANENT SOIL STABILIZATION MEASURES. THE RESPONSIBLE PARTY IS ACCOUNTABLE FOR THE PROTECTION OF ALL STOCKPILES ON THE SITE, AND THOSE TRANSPORTED FROM THE SITE. DEPOSITION OF SOIL MAY BE SUBJECT TO ADDITIONAL REGULATIONS REQUIRING PERMIT, REVIEW OR EROSION CONTROL. 13.

COLUMBED PROFESSO W. W. 48570PE P. F. THINGTHS. RETHING 15 2005 15 2005 OREGON 48570PE

CONTRACT #: 28 OF 37 нив #: 30757 SHEET: EXPIRES: 12/31/2024

29 OF 37 contract #: NA OBECON PARKS AND RECREATION DEPARTMENT 10NE 2023 Sda STATE PARKS Sda PBS Engineering an Environmental Inc. 4412 S Corbett Aver Portland, OR 97239 603.248.1939 TRYON CREEK STATE NATURAL AREA
CONSTRUCTION ACCESS & EROSION CONTROL PLAN — AREA A KSB нив #: 30757 SHEET: OKECON CONTERED PROFESSO CONTERED PROFESSO WASTOPE THINGTHS. RETHING EXPIRES: 12/31/2024 12 15 20 ST OREGON MATCHLINE: SEE SHEET 30 TAXLOT BOUNDARY VEGETATED BUFFEL (TYPICAL) SCALE IN FEET 20 0.75 0.75 0.75 0.75 0.50 0.50 0.50 Percent composition of mix bulk 15.0% PROPOSED TRAIL 15.0% 15.0% 10.0% 10.0% 10.0% Dicentra formosa ssp. formosa Hydrophyllum tenuipes Claytonia perforliata Festuca occidentalis Bromus carinatus Pounds of Pure Live Seed (PLS) per acre. Lupinus rivularis Glyceria elata 11S R1E SEC28 - TAXLOT 00100 112 R1E SEC33 - TAXLOT 00100 Streambank lupine Fowl Mannagrass California Brome APPLICATION RATE: Spike Bentgrass Miner's lettuce Bleeding heart SCALE IN FEET APPROX. EXCAVATION AREA: 5 CY APPROX. FILL AREA: 0 CY Grass:Forbs 809 40% MECHANIZED EQUIPMENT, MATERIAL STOCKPILING, AND STAGING SHALL REMAIN WITHIN THE CONFINES OF THE EXISTING AND PROPOSED TAIL CORRIDORS.

2. LABORERS WITH HAND TOOLS MAY WORK BEYOND THE FENCING TO INSTALL EROSION CONTROL AND SEEDING. 1. AT THE END OF BRIDGE CONSTRUCTION, STAGING AREAS AND OTHER AREAS DISTURBED BY CONSTRUCTION SHALL BE SEEDED WITH THE NATIVE SEED MIX AND MULCHED WITH WEED-FREE STRAW. ARNOLD SCALE IN FEET CONSTRUCTION FENCING: REVEGETATION NOTES: FILL PROPOSED BRIDGE APPROX. EXCAVATION AREA: 5. CY MAXIMUM TEMPORARY DISTURBANCE AREA FOR CONSTRUCTION, TYP STAGING, STOCKPILING AND EQUIPMENT MANEUVERING AREA CONSTRUCTION FENCING, TYP PROPOSED TRAIL ALIGNMENT STRAW WATTLE, TYP ARNOLD VEGETATED BUFFER LINE

30 OF 37 contract #: JUNE 2023 OBECON PARKS AND BECREATION DEPARTMENT Sda STATE PARKS Sda **SBU** PBS Engineering an Environmental Inc. 4412 S Corbett Aver Portland, OR 97239 603.248.1939 CONSTRUCTION ACCESS & EROSION CONTROL PLAN TRYON CREEK STATE NATURAL AREA KSB нив #: 30757 SHEET: OKECON CONTERED PROFESSO CONTERED PROFESSO WASTOPE THINGTHS. RETHING EXPIRES: 12/31/2024 15 2002 ST WAY OREGON 48570PE MATCHLINE: SEE SHEET 31 PROPOSED TRAIL SCALE IN FEET EXCAVATION AREA: 50 VEGETATED BUFFER SCALE IN FEET 0.75 0.50 0.50 0.50 EXISTING TRAIL, TO BE OBLITERATED & RESTORED PER DETAILS ON SHEET 26 EXISTING EPHEMERY nt composition mix bulk 15.0% 15.0% 10.0% 10.0% 15.0% 10.0% 10.0% NATIVE SEED MIX Dicentra formosa ssp. formosa Hydrophyllum tenuipes Claytonia perforliata Festuca occidentalis Bromus carinatus Pounds of Pure Live Seed (PLS) per acre. Agrostis exarata Lupinus rivularis Glyceria elata MPPROX, FILL AREA; 1 CX BANK 70P OF . PROPOSED BRIDGE APPROX. EXCAVATION AREA: 3 CY EXISTING EPHEMERAL STREAM, TYP. Streambank lupine Fowl Mannagrass APPLICATION RATE: California Brome Spike Bentgrass Miner's lettuce Bleeding heart Grass:Forbs 809 40% PROPOSED TRAIL 1. MECHANIZED EQUIPMENT, MATERIAL STOCKPILING, AND STAGING SHALL REMAIN WITHIN THE CONFINES OF THE EXISTING AND PROPOSED TRAIL CORRIDORS. 20 SCALE IN FEET 1. AT THE END OF BRIDGE CONSTRUCTION, STAGING AREAS AND OTHER AREAS DISTURBED BY CONSTRUCTION SHALL BE SEEDED WITH THE NATIVE SEED MIX AND MUCHED WITH WEED-FREE STRAW. LABORERS WITH HAND TOOLS MAY WORK BEYOND THE FENCING TO INSTALL EROSION CONTROL AND SEEDING. 50 VEGETATED BUFFER CONSTRUCTION FENCING: CONSERVATION REVEGETATION NOTES: ENVIRONMENTAL ( MAXIMUM TEMPORARY DISTURBANCE AREA FOR CONSTRUCTION, TYP ENVIRONMENTAL PROTECTION & CONSERVATION ZONE BOUNDARY STAGING, STOCKPILING AND EQUIPMENT MANEUVERING AREA CONSTRUCTION FENCING, TYP PROPOSED TRAIL ALIGNMENT VEGETATED BUFFER LINE STRAW WATTLE, TYP WATCHLINE: SEE SHEET 29

31 OF 37 contract #: STATE PARKS Sda PBS Engineering and Environmental Inc. 4412 S Corbett Avenue Portland, OR 97239 503.248.1939 MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA KSB нив #: 30757 CONSTRUCTION ACCESS & EROSION CONTROL PLAN - AREA C SHEET: OKECON CONTERED PROFESSO CONTERED PROFESSO WASTOPE THINGTHS. RETHING EXPIRES: 12/31/2024 15 2002 ST WAY 48570PE OREGON TISS A STATE OBLITERATED & RESTORED PER DETAILS ON SHEET 26 (19 mg/s) and the state of the state MATCHLINE: SEE SHEET 32 SCALE IN FEET 20 0.75 0.75 0.75 0.50 0.50 0.50 0.50 VEGETATED BUFFER TYPICAL) ıt composition mix bulk 15.0% 15.0% 10.0% 10.0% 10.0% × SEED Dicentra formosa ssp. formosa Hydrophyllum tenuipes Claytonia perforliata Festuca occidentalis Bromus carinatus Pounds of Pure Live Seed (PLS) per acre. Lupinus rivularis Glyceria elata TRYON CREEK STATE NATURAL AREA BOUNDARY Streambank lupine Fowl Mannagrass Pacific waterleaf California Brome APPLICATION RATE: Spike Bentgrass Miner's lettuce Bleeding heart OREGON PARKS & RECREATION DEPARTMENT TRYON CREEK STAKE JUTHERING AREA ROUNDARY SCALE IN FEET Grass:Forbs 809 40% VEGETATED BUFFER 1. MECHANIZED EQUIPMENT, MATERIAL STOCKPILING, AND STAGING SHALL REMAIN WITHIN THE CONFINES OF THE EXISTING AND PROPOSED TRAIL CORRIDORS. 1. AT THE END OF BRIDGE CONSTRUCTION, STAGING AREAS AND OTHER AREAS DISTURBED BY CONSTRUCTION SHALL BE SEEDED WITH THE NATIVE SEED MIX AND MULCHED WITH WEED-FREE STRAW. LABORERS WITH HAND TOOLS MAY WORK BEYOND THE FENCING TO INSTALL EROSION CONTROL AND SEEDING. FILL AREA: 0 CY TAXLOT BOUNDARY CONSTRUCTION FENCING: BRIDGE 3 REVEGETATION NOTES: XCA VATION 710N PROPOSED APPROX. FILL AREA: - APPROX. EX AREA: 5 CY – APPROX. EXCAVA AREA: 4 CY SCALE IN FEET MAXIMUM TEMPORARY DISTURBANCE AREA FOR CONSTRUCTION, TYP STAGING, STOCKPILING AND EQUIPMENT MANEUVERING AREA CONSTRUCTION FENCING, TYP PROPOSED TRAIL ALIGNMENT VEGETATED BUFFER LINE STRAW WATTLE, TYP MATCHLINE: SEE SHEET 30

10NE 2023

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OBECON PARKS AND BECREATION DEPARTMENT

CONTRACT #: STATE PARKS Sda 32 OF 37 PBS Engineering and Environmental Inc. 4412 S Corbett Aven Portland, OR 97239 503.248.1939 **SBU** CONSTRUCTION ACCESS & EROSION CONTROL PLAN
TRYON CREEK STATE NATURAL AREA KSB нив #: 30757 SHEET: OBECON CALIFIED PROFESSION OF THE ASTAINS O THINETHS. PETINS EXPIRES: 12/31/2024 15 2002 ST WAY OREGON 48570PE TRYON CREEK WITH 2 EXISTING TRAIL, TO BE OBLITERATED & RESTORED PER DETAILS ON SHEET 26 0.75 0.75 0.75 0.50 0.50 0.50 0.50 nt composition mix bulk VEGETATED BUFFER (TYPICAL) 15.0% 15.0% 10.0% 10.0% 10.0% NATIVE SEED Dicentra formosa ssp. formosa Hydrophyllum tenuipes Claytonia perforliata Festuca occidentalis Bromus carinatus Pounds of Pure Live Seed (PLS) per acre. Lupinus rivularis Agrostis exarata Glyceria elata Streambank lupine Fowl Mannagrass California Brome APPLICATION RATE: Spike Bentgrass Miner's lettuce Bleeding heart TRYON CREEK STATE MATURAL AREA BOUNDARY CITY OF PORTLAND Grass:Forbs 809 40% PROPOSED TRAIL 1. MECHANIZED EQUIPMENT, MATERIAL STOCKPILING, AND STAGING SHALL REMAIN WITHIN THE CONFINES OF THE EXISTING AND PROPOSED TRAIL CORRIDORS. 1. AT THE END OF BRIDGE CONSTRUCTION, STAGING AREAS AND OTHER AREAS DISTURBED BY CONSTRUCTION SHALL BE SEEDED WITH THE NATIVE SEED MIX AND MULCHED WITH WEED-FREE STRAW. LABORERS WITH HAND TOOLS MAY WORK BEYOND THE FENCING TO INSTALL EROSION CONTROL AND SEEDING. 1E SEC 78 - IAXLOI 04100 IIS RIE SEC 28 - IAXLOI 00202 50' VEGETATED BUFFER TIPN TIPLE EXISTING EPHEMERAL STREAM, TYP. 2 REVEGETATION NOTES: SCALE IN FEET Ø, EXISTING OBLITERATION DETAILS C TOP OF B, 77 LU 17 LU APPROX. FILL AREA: 2 CY METRO MAXIMUM TEMPORARY DISTURBANCE AREA FOR CONSTRUCTION, TYP APPROX. FILL AREA: 1 CY APPROX. EXCAVATION AREA: 5 CY APPROX.
EXCAVATION
AREA: 3 CY STAGING, STOCKPILING AND EQUIPMENT MANEUVERING AREA CONSTRUCTION FENCING, TYP PROPOSED TRAIL ALIGNMENT EXISTING TRAIL PROPOSED
BRIDGE 4 VEGETATED BUFFER LINE STRAW WATTLE, TYP 1 WATCHLINE: SEE SHEET 31

10NE 2023

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PBS Engineering and Environmental Inc. 4412 S Corbett Avenue Pontland, OR 97239 503.248,1939

STATE PARKS OKECON

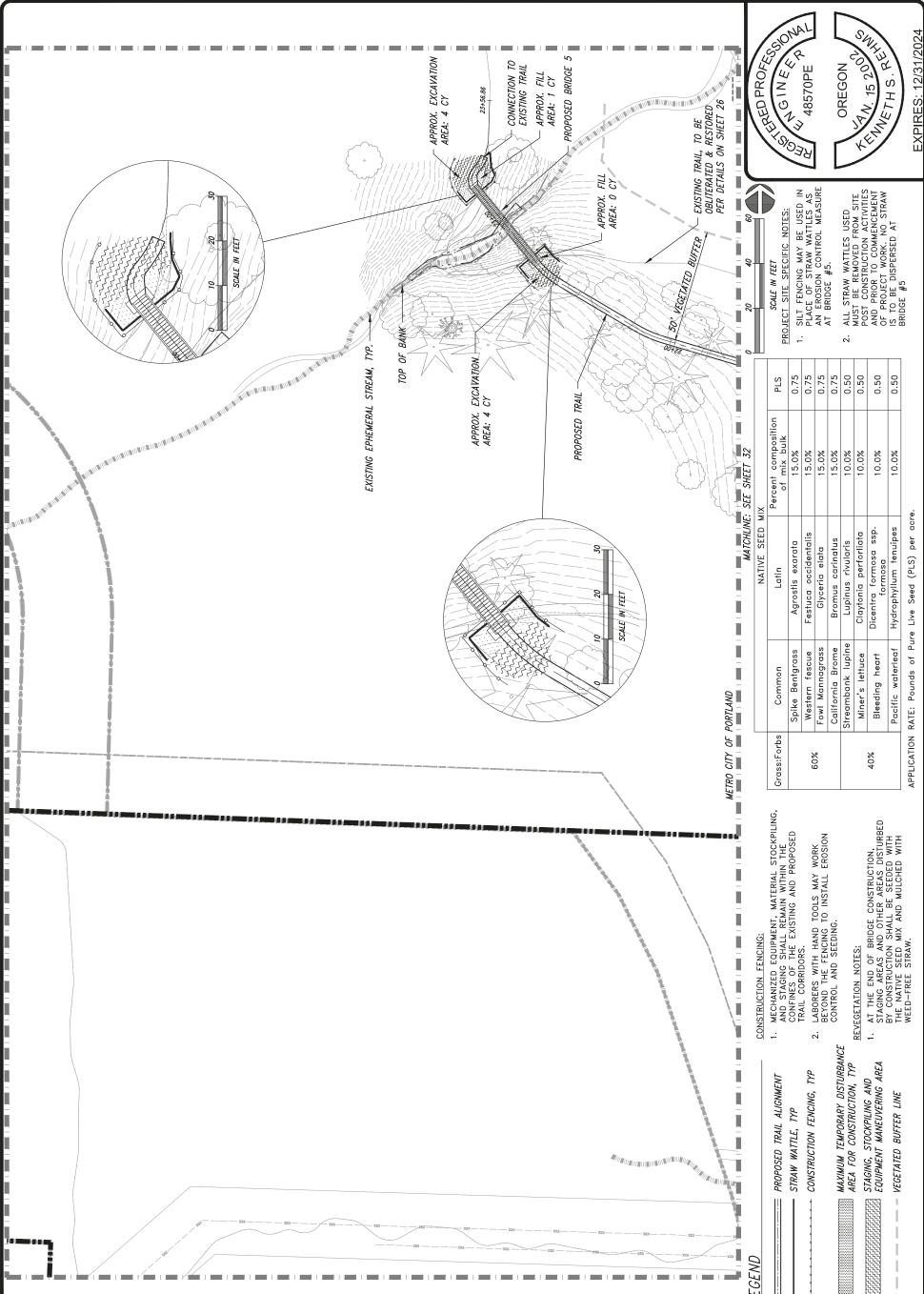
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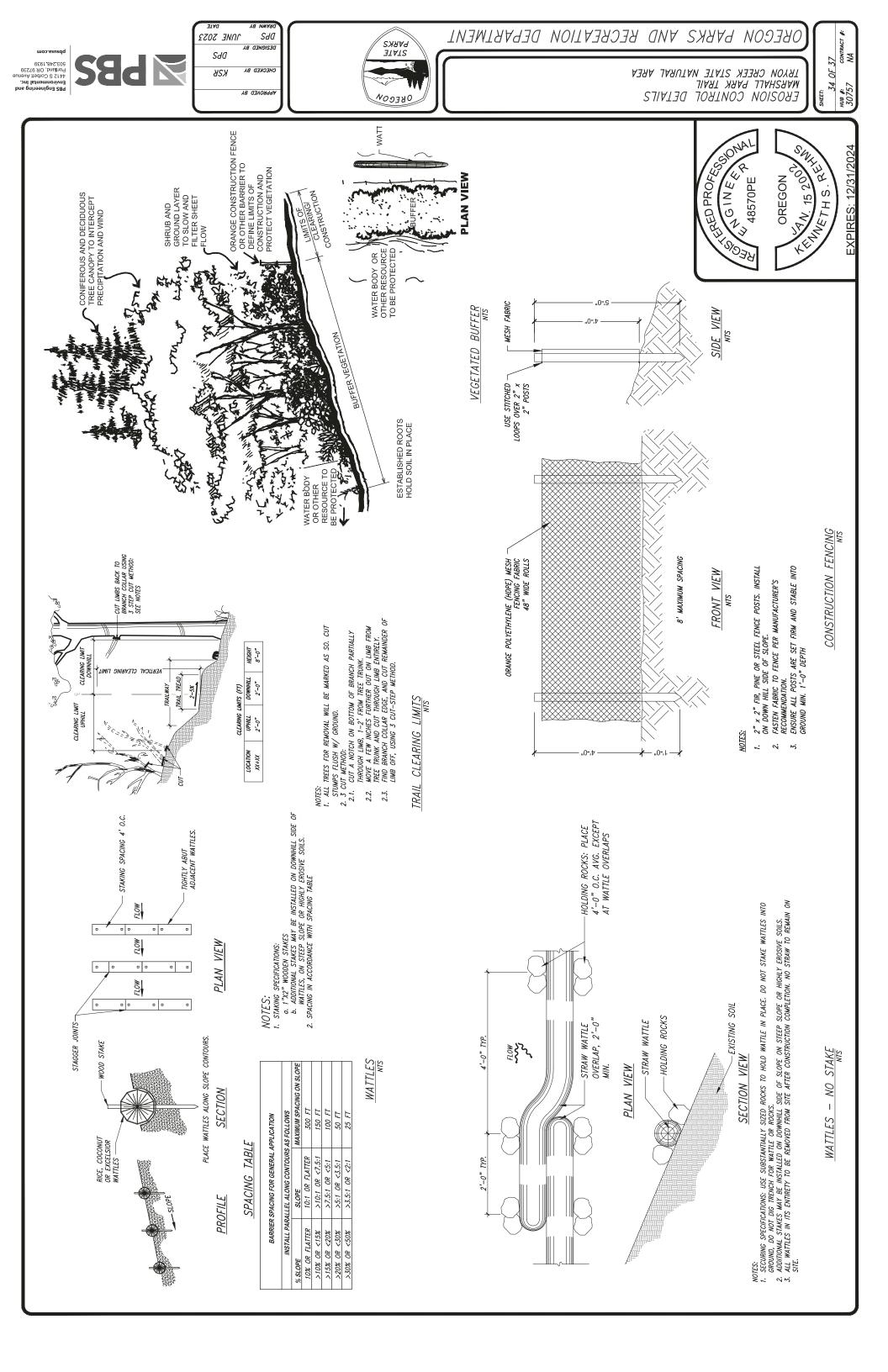
OBECON PARKS AND RECREATION DEPARTMENT

CONSTRUCTION ACCESS & EROSION CONTROL PLAN — TRYON CREEK STATE NATURAL AREA

33 OF 37 contract #: NA

HUB #:





GENERAL STRUCTURAL NOTES, TIMBER & GLULAM BRIDGES REFERENCE: 2019 OREGON STRUCTURAL SPECIALTY CODE (OSSC)

DESIGN LOADS
GRANTY: LOADS
GRANTY: LOADS
GRANTY: LOADS
GRANTY: LOADS CONSIDERED: PEDESTRIAN, MAINTENANCE VEHICLE
CONCENTRATED = 4,000 POUNDS (GATOR UTILITY VEHICLE)
WIND: BASIC WIND SPEED (3-SECOND GUST) = 96 MPH
EXPOSURE MAIC MPORTANCE FACTOR, IP = 1.0, CATEGORY II
SEISMIC: SEISMIC MACKELERATION, Ss = 0.883 9
SPECTRAL ACCELERATION, Ss = 0.883 9
FEAK GROUND ACCELERATION, S1 = 0.395 9
FOR GROUND ACCELERATION PGA = 0.398 9
SOIL SITE CLASS D

478, DATED JUNE SUPPLEMENTAL 1.GEOTECHNICAL REPORT WAS PREPARED BY GRI OF TIGARD,OREGON. PHONE: (503) 641–3429, 2022 (THEIR FILE NO. GRI 6644–A). THE CONTRACTOR SHALL BE FAMILIAR WITH THAT REPORT INFORMATION AND THE RECOMMENDATIONS CONTAINED THEREIN. 2.ALL FOUNDATIONS TO BEAR ON GRANULAR COMPACTED ENGINEERED FILL, PER THE PROJECT CONTRACT DOCUMENTS. THE CONTRACTOR IS DIRECTED TO THE GEOTECHNICAL REPORT IN THE PROJECT SUPPLEMENTAL INFORMATION FOR ADDITIONAL INFORMATION. EXCAMATIONS FOR FOUNDATIONS SHALL BE OBSERVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACING OF CONCRETE FOR FOUNDATION.

3.SOIL DESIGN CRITERIA, PER GEOTECHNICAL ENGINEER: 3.1. SOIL BRARING – 2.000 PSF 3.2. FRICTION COEFFICIENT – 0.35 5.3. PASSIVE PRESSURE: 200 PCF

1. CONSTRUCTION LOADS SHALL NOT EXCEED THE DESIGN LIVE LOAD FOR THE STRUCTURE. PROVIDE SHORING AND/OR BRACING UNTIL TRIBUTARY STRUCTURAL ELEMENTS ARE COMPLETE.

2. THE CONTRACT STRUCTURAL DRAWINGS REPRESENT THE FINISHED STRUCTURE. METHODS, PROCEDURES, AND SEQUENCE OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO MAINTAIN AND ENSURE THE INTEGRITY OF THE STRUCTURE AT ALL STAGES OF CONSTRUCTION.

3. LIMIT SLOPE OF BRIDGE TO THE VALUES SHOWN IN THE BRIDGE SCHEDULE OF THIS DRAWING.

HANDRAILS - GENERAL

TOWARD INSIDE

1. HANDRAILS SHALL BE CONSTRUCTED TO HEIGHTS OF NO LESS THAN 3'-6" ABOVE THE FINISH WALKING SUFFACE OF THE BRIDGE.
2. HANDRAIL PASS SHALL BE BOLTED TO THE BRIDGE STRINGERS. BOLT HEADS POSITIONED TOWARD INSID WALKING SUFFACE.
3. ALTERNATE RAIL SPLICES AT ANY ONE POST.

WOOD MATERIALS SCHEDULE

	SUGGESTED PRESSURE TREATMENT (OR EQUAL)	LST (PENTA,TYPE C) OR PENTA (HEAVYOIL)		KLEAR-GARD 25	LST (PENTA, TYPE C) OR PENTA (HEAVY OIL)	LST (PENTA,TYPE C) OR PENTA (HEAVY OIL)	LST (PENTA,TYPE C) OR PENTA (HEAVY OIL)	LST (PENTA,TYPE C) OR PENTA (HEAVY OIL)	KLEAR-GARD 25
AWPA	STANDARD	UC4B	BELOW	UC3B	#2 UC4B	UC4B	UC4B	UC4B	UC4A
	GRADE	24F-V4	*SEE NOTES	HEM FIR #2	HEM FIR #2	HEM FIR #2	HEM FIR #2	HEM FIR #2	HEM FIR #2
	TYPE	GLULAM	FRP	TIMBER	TIMBER	TIMBER	TIMBER	TIMBER	TIMBER
	ELEMENT	STRINGERS	DECKING	HANDRAIL	BULKHEADS	SILLS	NAIL PLATE	STEPS	BLOCKING

DIMENSION LUMBER

1.DIMENSION LUMBER SHALL BE PER THE MATERIALS SCHEDULE CONFORMING TO WWPA GRADING RULES.
MINIMUM GRADES ARE, EXCEPT AS NOTED OTHERWISE:
2.TIMBER STRINGERS SHALL BE THE MINIMUM SIZES SHOWN ON THE STRINGER SCHEDULE.
3.FIELD CUTS AND DRILL HOLES SHALL BE TREATED WITH COPPER NAPHTHENATE IN ACCORPANCE WITH AWPA
STANDARD M4. APPLY (3) COATS OR UNTIL NO MORE CAN BE ABSORBED. ALLOW PRESERVATIVE TO CURE
BEFORE ERECTING MEMBERS. ALL HOLES DRILLED BUT NOT USED SHALL BE PLUGGED WITH TREATED WOOD

PLUGS. 4.NOTCHING IS NOT PERMITTED.

GLULAM STRINGERS

1.GLULAM STRINGERS SHALL BE FABRICATED OF DOUGLAS FIR (DF/DF). THEY ARE TO BE MANUFACTURED. TRANSPORTED AND INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION (AITC). CLEARLY MARK TOP OF BEAM AND INSTALL ACCORDINGLY.

2. THE APPEARANCE SHALL BE INDUSTRIAL GARDE.

3. THE FOLLOWING DESIGN VALUES SHALL APPLY FOR RRADE 24F-V4-1.8E:
FB = 2400 PSI: FV = 265 PSI: E = 1800 KSI.
4. GLULAM STRINGERS SHALL BE THE MINIMUM SIZES SHOWN ON THE SCHEDULE.
5. ADHESIVE SHALL BE 100% WATERPROOF PHENDLIC RESIN GLULE.
7. HELLO CUTS AND DRILL HOLES SHALL BE TREATED AFTER RABRICATION PER THE WOOD MATERIALS SCHEDULE.
7. FIELD CUTS AND DRILL HOLES SHALL BE TREATED WITH CORPER NAPHTHANTE IN ACCORDANCE WITH AWPA STANDARD M4. APPLY (3) COATS OR UNTIL NO MORE CAN BE ABSORBED. ALLOW PRESERVATIVE TO CURE DEFENE RECTING MEMBERS. ALL HOLES DRILLED BUT NOT USED SHALL BE PLUGGED WITH TREATED WOOD

PLUGS. 8.NOTCHING IS NOT PERMITTED.

APPROVED FER DECKING SHALL BE SAFE-T-SPAN 14015 SERIES GRATING SYSTEM BY FIBERGRATE OR ENGINEER LOUNALENT PRODUCT WITH FOLLOWING PROPERTIES

DEFLECTION LIMIT		ż	LESSER OF	14 OR CLR.	SPAN/200	
WIDTH	Ш	S	7000			
9	S	ž	1.8			
E E	_	Ž	1.41			
В	⋖	<u>Z</u>	4.8			
APPROX.	WEIGHT		4.60 PSF 4.8 1.41 1.8 7000			
LOAD BAR APPROX. PER FT OF WIDTH	SPACING	ż	1			
OPEN	AREA		40%			
LOAD BAR	DEPTH	ż	1 1/5	'		
# OF BARS	PER FT. OF	WIDTH	12			

FRAMING WITH 1/4" ACING OF 8" O.C. 2.PROVIDE GRATING CLIPS AS RECOMMENDED BY THE MANUFACTURER AND FASTEN TO WOOD GALVANTED LAG SOREWS AND 2 ½" MINIMUM EMBEDMENT INTO WOOD WITH A MAXIMUM SP. 3.ALL OTHER CONNECTIONS SHALL BE AS PER MANUFACTURER'S INSTRUCTION.

4. MAXIMUM CLEAR SPAN = 48 IN 5. PROVIDE BLOCKING AT THE PANEL JOINTS.

5. PROVIDE BLOCKING AT THE PANEL JOINTS.

6. PANELS SHALL BE OUTDOOR RATED AND DESIGNED FOR APPLICATIONS IN UV EXPOSURE.

75% REVIEW DOCUMENT-NOT FOR CONSTRUCTION

1. PLANKS SHALL BE 4X12, EITHER 545 OR ROUGH AND SHALL BE PLACED AS SHOWN AGAINST STRINGER ENDS. ATTACH EACH PLANK TO EACH STRINGER WITH (2) CALVANIZED BOD SPIRES IN PREDBILLED HOLES.

2. FIELD CUTS AND DRILL HOLES SHALL BE TREATED WITH COPPER NAPHTHINATE IN ACCORDANCE WITH AWA STANDARD MA. APPLY (3) COATS OR UNTIL NO MORE CAN BE ABSORBED. ALLOW PRESERVATIVE TO CURE BEFORE ERECTING MEMBERS. ALL HOLES DRILLED BUT NOT USED SHALL BE PLUGGED WITH TREATED WOOD PLUGS.

SUBGRADE PREPARATION

1. SUBGRADE SHALL BE PREPARED PER GEOTECHNICAL REPORT MENTIONED IN THE GENERAL NOTES.

2. REMOVE VEGETATION, TOPSOIL AND ANY SOFT SPOTS THAT ILE WITHIN THE FOOTPRINT OF THE SUBGRADE.

REMOVE EARTH TO THE MINIMUM DEPTH AS SHOWN ON THE DRAWING.

3. INSTALL AND COMPACT PIT RUN ROCK OF UNIFORMLY GRADED SIZES TO A MINIMUM THICKNESS OF 8".

4. INSTALL A LEVELING COURSE OF 3/4" MINUS COMPACTED CRUSHED ROCK TO A MINIMUM THICKNESS OF 4". THE LEVELING COURSE SHOULD BE MECHANICALLY COMPACTED WITH A PLATE COMPACTOR. THE TOTAL THICKNESS OF COMPACTED SUBGRADE SHALL NOT BE LESS THAN DIMENSION 12" AS SHOWN ON THE

CONNECTORS & PREMANUFACTURED CONNECTION HARDWARE

1.BOLTS SHALL CONFORM TO ASTM A307 OR TYPE 316 STAINLESS STEEL, AND CAN BE CARRAGE OR HEV-HEAD TYPE, UNIESS NOTED OTHERWISE.

2.ALL CONNECTORS INCLUDING NALLS, LAG SCREWS, BOLTS, DRIFT PINS, NUTS AND WASHERS ARE TO BE HOT—DIPPED GALVANIZED PER ASTM A153 OR TYPE 316 STAINLESS STEEL, UNLESS NOTED OTHERWISE. USE ALL OF CONNECTORS ON ANY ONE BRIDGE — DO NOT MIX CALVANIZED AND STAINLESS STEEL COMPONENTS.

3.CONNECTION HARDWARE IS AS MANUFACTURED BY THE SIMPSON STRONG—THE COMPANY, OR EQUAL PRODUCT. ALL STEEL CONNECTORS STALL BE CONTED TO WATERIAL SPECIFIED AS ZMAX, HOT—DIPPED GALVANIZED (HOG) OR TYPE 316 STAINLESS STEEL. THE SPECIFIED TYPE AND NUMBER OF NAIL AND BOLT CONNECTORS SHALL BE AS PRESCRIBED BY THE MANUFACTURER AND SHALL BE HOT—DIPPED GALVANIZED (HOG) OR TYPE 316 STAINLESS STEEL. THE SPECIFIED TYPE AND SHALL BE HOT—DIPPED GALVANIZED (HOG) OR STAINLESS STEEL TO MATCH THE HARDWARE.

3.1. 4. WASHERS: USE CUT OR PLATE WASHERS FOR 1-1/4" DIAMETER WASHERS AND SQUARE OR STAINLESS TO THE WASHERS FOR 3" DIAMETER SIZES.

CONCRETE:

P

ALL CONCRETE SHALL BE HARD ROCK CONCRETE MEETING REQUIREMENTS OF ACI—301, "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS". MIX PROPORTIONS SHALL BE PER ACI—301, METHOD 2 OR THE ALTERNATE PROCEDURE. SUBMIT MIX DESIGN FOR REVIEW BY STRUCTURAL ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION.

DAYS: STRUCTURAL CONCRETE SHALL ATTAIN THE FOLLOWING MINIMUM COMPRESSIVE STRENGTH

f'c 3,000 psi TYPE

ALL CONCRETE EXPOSED TO WEATHER SHALL CONTAIN 6% ( $\pm$ ) 1% AIR ENTRAINMENT BY VOLUME. ENTRAINMENT SHALL BE IN CONFORMANCE WITH ASTM C260.

COLD WEATHER PLACEMENT SHALL CONFORM TO ACI-306. HOT WEATHER PLACEMENT SHALL CONFORM TO ACI-305. MECHANICALLY VIBRATE ALL FORMED CONCRETE. DO NOT OVER-VIBRATE. PLACE CONCRETE MONOUTHICALLY BETWEEN CONSTRUCTION OR CONTROL JOINTS. PROTECT ALL CONCRETE FROM PREMATURE DRINKS.

CHAMFER ALL EXTERIOR CORNERS 1/2" UNLESS SHOWN OTHERWISE

SLUMP LIMITS MAY BE INCREASED BY ADDITION OF ADMIXTURES PROVIDED THAT THE WATER/CEMENT RATIO OF THE ORGICHAL MY DESIGN IS NOT EXCEDED. WATER REDUCING ADMIXTURE SHALL BE IN CONFORMANCE WITH ASTIM494, USED IN CONFORMANCE WITH MANUFACTURER'S INSTRUCTIONS. SUBMIT ADMIXTURES TO ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.

CEMENT SHALL BE TYPE I OR II IN CONFORMANCE WITH ASTM C150. AGGREGATES SHALL BE I CONFORMANCE WITH ASTM C33 AND USE CRUSHED (NOT ROUND) GRAVEL OR STONE. COARSE AGGREGATES SHALL NOT EXCEED 3/4". WATER SHALL BE CLEAN AND POTABLE.

REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60. GRADE 40 MAY BE USED FOR #3 AND SMALLER TIES AND STIRRUPS. DETAIL AND PLACE ACCORDING TO ACI MANUAL SP-66. BENDING OF REINFORCING STEEL IN THE FIELD IS NOT PERMITTED WITHOUT APPROVAL BY EOR. REBENDING OR STRAIGHTENING OF REINFORCING OR BENDING OF REINFORCING STEEL CAST INTO CONCRETE IS NOT ALLOWED.

UNLESS OTHERWISE NOTED, MINIMUM COVER SHALL BE 1 1/2" FOR #5 AND SMALLER BARS, 2" FOR AND LARGER BARS AND 3" WHEN POURED AGAINST EARTH. SUPPORT REINFORCEMENT WITH APPROVED CHAIRS, SPACERS, OR TIES.

PROVIDE MINIMUM 48 BAR DIAMETERS AT SPLICES. NO MORE THAN 50% OF REINFORCING SHALL BE SPLICED AT ANY LCACHION. UNLESS OTHERWISE NOTED, BEND ALL HORIZONTAL REINFORCING A MINIMUM OF 2'-0" AT CORNERS AND WALL/FOOTING INTERSECTIONS WITH MIN. EMBEDMENT BEYOND INTERFACE PIDEVELOPMENT LENGTH SPECIFIED IN ACI 318.

FORMWORK SHALL BE IN ACCORDANCE WITH ACI—347 "GUIDE TO FORMWORK FOR CONCRETE": FORMS SHALL BE DESIGNED BY THE CONTRACTOR. BRAZING SHALL BE PROVIDED AS REQUIRED OF UNTIL. THE CONCRETE HAS REACHED ITS SPECIFED. 28—DAY STRENGTH, ALL SHORNG SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. FORWWORK, SUPPORTS, AND SHORNG SHALL PROVIDE FINISHED CONCRETE SUFFACES. LEVEL, PLUMB, AND TRUE TO DIMENSIONS AND ELEVATIONS SHOWN IN THE DRAWINGS.

POST-INSTALLED CONCRETE ANCHORS:

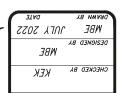
ADHESIVE: <u>.</u>.

ADHESIVE ANCHORS SHALL BE INSTALLED BY QUALIFIED PERSONNEL TRAINED TO INSTALL ADHESIVE ANCHORS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND WITH STRICT ADHERENCE TO THE PROVISIONS WITHIN THE MANUFACTURER'S PRINTED INSTALLATION IN ACCORDANCE WITH ACI 318—14 SECTION 17.1.2. ADHESIVE ANCHORS SHALL BE INSTALLED IN CONCRETE HAVING A MINIMUM AGE OF 21 DAYS. WHERE THE AUTHORITY HAVING JURSDICTION OVER THIS PROJECT REQUIRES ADHERENCE TO ACI 378—14 SECTION 17.8.2.2. INSTALLATION OF DATESIVE ANCHORS IN HORIZONTAL TO VERTICALLY OVERHEAD ORIENTATION SHALL BE DONE BY A CERTIFIED ADHESIVE ANCHORS IN INSTALLER (AAI) AS CERTIFIED THROUGH ACI AND IN ACCORDANCE WITH ACI 318—14 SECTION 17.8.2.2. PROOF OF COMMENDERMENT OF INSTALLATION, NOTE. THE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ADHERNICEMENT OF INSTALLATION, NOTE. THE STATE OF ORECON DOES NOT REQUIRE

1.2 .3 MECHANICAL:
2.1. MECHANICAL ANCHORS SHALL BE INSTALLED BY QUALIFIED PERSONNEL TRAINED TO INSTALL MECHANICAL ANCHORS IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND WITH STRICT APHERENCE TO THE PROVISIONS WITHIN THE MANUFACTURER'S PRINTED INSTALLATION INSTRUCTIONS.

Date: 7/8/2022 PSE Project #: 2101-0187 9400 SW Barnes Suite 100 Portland, Oregon (503) 292-1635







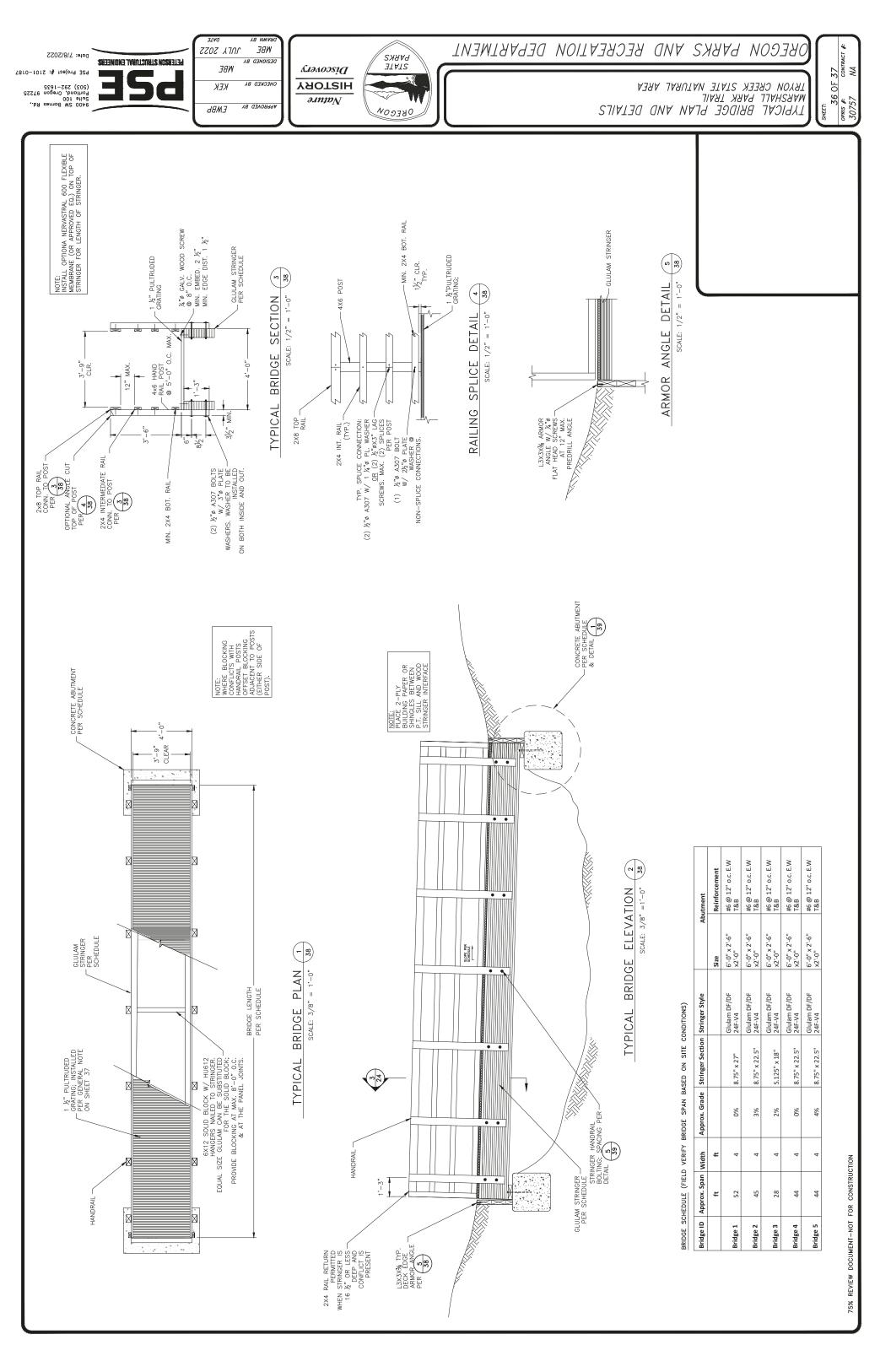


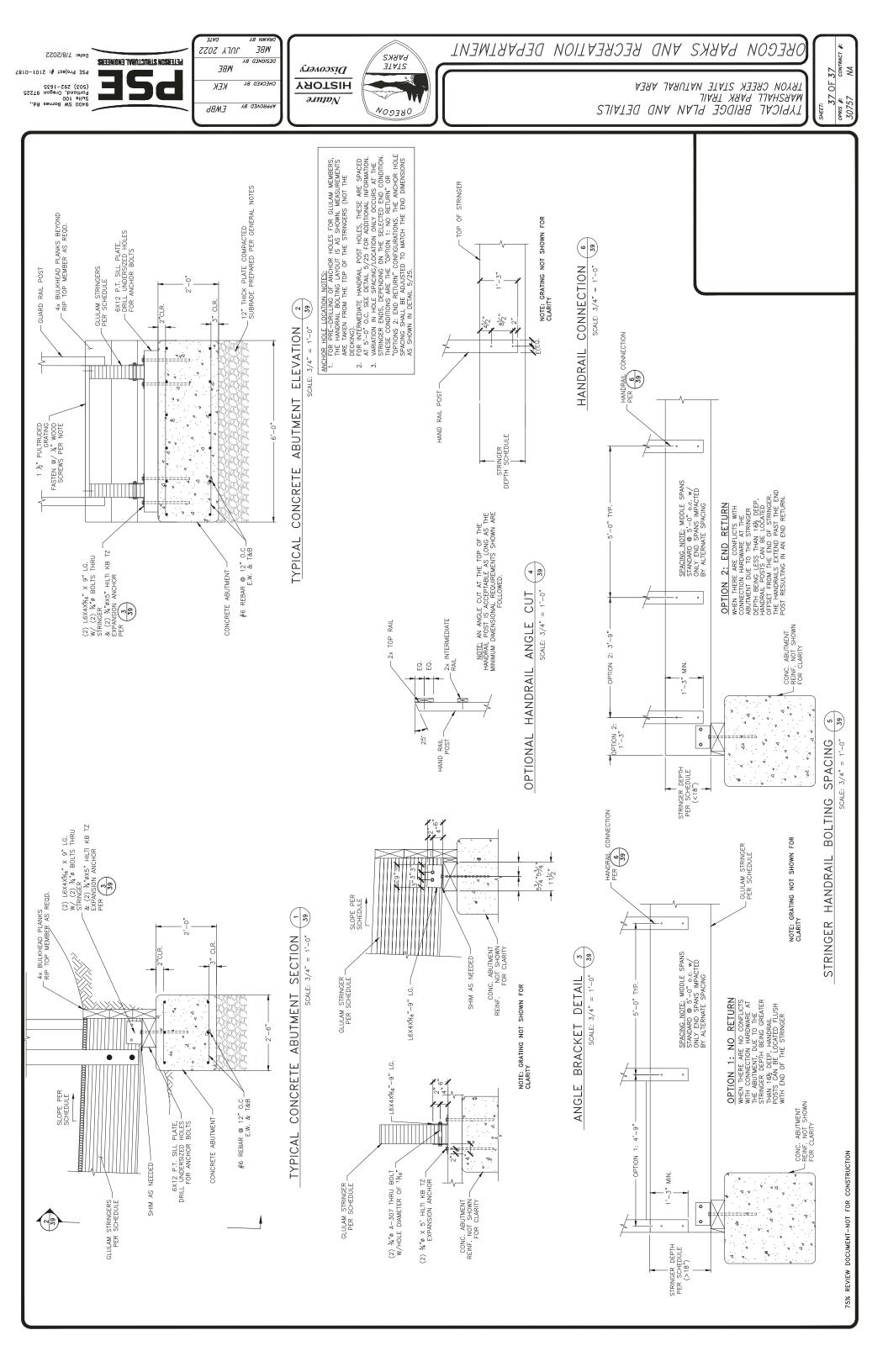




TYPICAL BRIDGE PLAN AND DETAILS MARSHALL PARK TRAIL TRYON CREEK STATE NATURAL AREA

35 OF 37
OPRIS #: CONTRACT #
30757 NA SHEET:





### **EXHIBIT C**

### SUBCONTRACTOR INSURANCE

Agency shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Agency and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Local Government. Agency shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Agency shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Agency shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Agency, permit a contractor to work under a Subcontract when the Agency is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

### TYPES AND AMOUNTS

### **WORKERS' COMPENSATION & EMPLOYERS' LIABILITY:**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

### **COMMERCIAL GENERAL LIABILITY:**

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity

provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

### **AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$2,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

### **PROFESSIONAL LIABILITY:**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Subcontract by the Contractor and Contractor's subcontractors, agents, officers or employees in an amount not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

### **EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

### **ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

### **ADDITIONAL INSURED:**

The Commercial General Liability insurance and Automobile liability insurance required under the Subcontract must include an additional insured endorsement specifying the State of Oregon and the City of Portland, their officers, employees, and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

### **TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before

the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) The expiration of all warranty periods provided under this Subcontract.

### **CERTIFICATE(S) AND PROOF OF INSURANCE:**

Agency shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon and the City of Portland, their officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

### NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

### **INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Contractor and Local Government.

### **STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

### EXHIBIT D ADDITIONAL REQUIREMENTS