

**CITY OF SILVERTON**  
**CITY COUNCIL REGULAR MEETING**  
Monday, July 1, 2024 – 6:30 PM



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**Silverton High School Library – 1456 Pine St. and Zoom**

*Americans with Disabilities Act – The City of Silverton intends to comply with the A.D.A. The meeting location is accessible to individuals needing special accommodations such as a sign language interpreter, headphones, or other special accommodations for the hearing impaired. To participate, please contact the City at 503-874-2204 at least 48 hours prior to the meeting.*

A copy of the full packet is available on the City’s website at <https://silverton.or.us/meetings>. In accordance with House Bill 2560 and City of Silverton Resolution 22-06, the meeting will be held in a hybrid format: in person, and electronically using the Zoom web conference platform. Please submit written comments to [publiccomment@silverton.or.us](mailto:publiccomment@silverton.or.us) by 3:00 PM on Monday, July 1, 2024. Comments received will be shared with the City Council and included in the record. If you wish to participate through the Zoom web conference platform, see the meeting information below.

**Zoom meeting link:**  
City Council

<https://us02web.zoom.us/j/84775871550>  
Webinar ID: 847 7587 1550

**AGENDA**

**6:30 PM WORK SESSION**

**1. OPENING CEREMONIES – Call to Order, Pledge of Allegiance, and Roll Call**

**2. DISCUSSION ITEMS**

2.1 Review of Affordable Housing Request for Proposals (RFP) Scoring – Jason Gottgetreu, Community Development Director

2.2 Review of City Council Rules and Procedures – Cory Misley, City Manager

**7:30 PM REGULAR MEETING**

**3. PUBLIC COMMENT** – This is the only time for public comment during this business meeting of the City Council unless a public hearing is scheduled for a specific matter. The City values and welcomes public input. Please address the Council as a whole and not individual Council Members. Do not address staff or members of the audience. Council action on items brought up in Public Comment is limited by the Oregon Open Meeting Law. The Council may direct staff to study the matter and reschedule it for further consideration later. Individuals are limited to three (3) minutes.

#### **4. PUBLIC HEARING**

- 4.1 Resolution 24-17 – Adopt a Supplemental Budget to Increase the New City Hall Project Fund Appropriation and Other Funds – Kathleen Zaragoza, Deputy City Manager/Finance Director
- 4.2 Resolution 24-18 – Adopt Findings to Support Exemption From Formal Selection Process and Authorize Direct Award of Contract to Safety Compass – Cory Misley, City Manager
- 4.3 Resolution 24-16 – Adopt Findings To Support an Exemption From The Qualifications-Based Selection Process For a Contract for Post-Construction City Representative Services, Declaring Such Exemption, and Authorize Direct Award of a Contract to Compass Project Solutions, Inc. – Cory Misley, City Manager

#### **5. CONSENT**

- 5.1 Award Contract to KNL Industries for Overlay Project for \$297,312 – Travis Sperle, Public Works Director
- 5.2 Award Contract to SAK Construction LLC For Slip Line Project for \$314,010 – Travis Sperle, Public Works Director
- 5.3 Purchase Chemicals from Inland Environmental Resources for \$130,752 – Travis Sperle, Public Works Director
- 5.4 Purchase Neptune Meters in an amount not to exceed \$70,000 – Travis Sperle, Public Works Director
- 5.5 Purchase of Vehicle with Northside Ford for \$51,378.01 – Travis Sperle, Public Works Director
- 5.6 Purchase Pumps and Controls with Xylem for \$135,621 – Travis Sperle, Public Works Director
- 5.7 Purchase Chemicals from Cascade Columbia for Pool and WTP for \$52,255 – Travis Sperle, Public Works Director
- 5.8 Purchase Skid Steer for \$171,549.09 – Travis Sperle, Public Works Director
- 5.9 Purchase Vactor Truck for \$579,715.38 – Travis Sperle, Public Works Director



**6. ACTION**


- 6.1 Resolution 24-15 – Authorize an Increase in Rates Charged for Solid Waste Disposal Services – Cory Misley, City Manager

**7. STAFF COMMENTS**

**8. COUNCIL COMMUNICATIONS**

**9. ADJOURNMENT**

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	2.1	Select the top ranked Affordable Housing Team and direct the City Manager to enter the Due Diligence and Memorandum of Understanding (MOU) phase.
	<b>Agenda Type:</b>	
	Discussion	
<b>Meeting Date:</b>		
July 1, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Jason Gottgetreu	Cory Misley	Cory Misley

Recommendation:

Review the Affordable Housing Task Force’s recommendation and select the top developer team and direct the City Manager to enter the Due Diligence and Memorandum of Understanding (MOU) phase.

Background:

The City of Silverton advertised a Request for Qualifications (RFQ) for the development of Affordable Housing on the Westfield Site. The City received four Statement of Qualifications. All four development teams were invited to participate in the Request for Proposal (RFP) process and all teams submitted a Proposal.

The primary goal of the development would be to provide housing affordable primarily to households at 60% AMI or below. The intent would be for the City to retain ownership of the land and provide a long-term land lease to the developer. The vision is for a quality development that feels like a village, where the buildings and site are attractive and incorporate quality, durable materials, design, and landscaping and seamlessly blend into the surrounding area.

The Affordable Housing Task Force met April 16<sup>th</sup> and reviewed the proposals with the intent to create a top-two list to provide to City Council. The Task Force reviewed the proposals and found the DevNW and InkBuilt proposal to be their highest rated with the Hacienda proposal to be the second highest rated, and Home First and Green Light in third. The Council concurred the top two Proposers, DevNW and Ink Built and Hacienda presented at the May 20<sup>th</sup> City Council meeting.

Members of the Affordable Housing Task Force were either present at the meeting or watched the video of the meeting in advance of their May 21<sup>st</sup> meeting and recommend the City Council select DevNW and Ink Built as the top developer team.

The top-rated team will then enter the Due Diligence and Memorandum of Understanding (MOU) phase where the City and development team will sign an MOU Agreement summarizing the development deal. Future steps would include Binding City-Developer Agreements with the developer to secure funding with Design, Engineering, Permitting, and Construction to follow.

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

<b>Budget Impact</b>	<b>Fiscal Year</b>	<b>Funding Source</b>
N/A	2023-2024	N/A

Attachments:

1. DevNW and Ink Built Statement of Qualifications and Proposal.
2. Hacienda Community Development Corp. Statement of Qualifications and Proposal.
3. May 21, 2024 Draft Affordable Housing Task Force Minutes

# RESPONSE TO REQUEST FOR QUALIFICATIONS // CITY OF SILVERTON WESTFIELD SITE

DEC 12, 2023



# 1 // COVER LETTER

## City of Silverton

**Re: Request for Qualifications Westfield Site**

**Attn: Jason Gottgetreu**

DevNW and Ink Built are pleased to submit our combined qualifications for the development of affordable housing on the Westfield site. DevNW and Ink Built have deep roots in the Willamette Valley and extensive experience in planning, designing, building, and managing affordable housing, including for both rental and ownership. We share a mission to bring innovative thinking, design, and collaboration to bear in addressing the immense need for sustainable, equitable, and affordable housing that builds upon the inherent strengths and resources of communities. We understand that we must go beyond making great buildings, that we must strive to restore justice and create connection through the spaces we shape together.

DevNW is a nonprofit asset building and community development organization serving a six-county region: Lane, Linn, Benton, Lincoln, Marion, and Clackamas. Affordable housing development and management have been central to our mission for more than 40 years. We believe that secure, affordable housing is central to our ultimate mission of helping individuals, families, and communities build financial opportunity and long term assets. We pair our housing with extensive services that include financial literacy, matched savings, small business development, first time homeownership, and more. DevNW owns and operates a portfolio of 436 rental homes and 26 Community Land Trust (CLT) homes; we have an additional 17 rental units and 94 Community Land Trust homes currently under development. Our real estate team (including development, construction management, and asset management) includes 10 full time staff with an average of 15+ years of experience. They are supported by a total team of 70, including finance and accounting, resident services, first time homebuyer services, and other roles critical to a future Westfield project.

Ink Built is a growing Woman-Owned Architecture Firm (Oregon Certified WBE/ESB) founded in 2017 by Andrea Wallace, Melynda Retallack, and Nate Ember, with a mission to deliver responsive architecture, planning, and development to respond to our triple crises of increasing economic & social inequity, climate change, and housing affordability. They have centered their firm on the belief that access to safe housing is a human right and that all people should have access to great design. Spinning off from a Development+Design+Build firm, in 2017, Ink Built is now a team of 10 that as a practice, have optimized for innovation, flexibility, and efficiency to deliver the best of what's possible to those who have had the least access to it. Over the last 7 years their work has resulted the design and construction of nearly 200 units of affordable housing across the pacific northwest, all of those units being design Net-Zero or Net-Zero-Ready.

We believe we are uniquely qualified to partner with the City of Silverton on this site, and we look forward to engaging with you throughout this process.

## Primary Point of Contact

Nora Cronin, DevNW  
Director of Real Estate Development  
[nora.cronin@devnw.org](mailto:nora.cronin@devnw.org)  
541-345-7106 x2092



DEVELOPING THRIVING COMMUNITIES

212 Main Street //  
Springfield, OR 97477

528 Cottage St //  
Salem, OR 97301



2808 NE MLK BLVD //  
SUITE G //  
PORTLAND // OR // 97212

[503] 454-6793

**OR WBE|ESB #11068**

# 2 // PROJECT VISION

## A thriving new Silverton neighborhood

DevNW and Ink Built would be thrilled to partner with the City of Silverton to bring the City's vision for the Westfield site to reality. We share a strong value that affordable housing is best accomplished in collaboration with local jurisdictions and partners throughout the community. We admire Silverton's vision for affordable housing on the site, and the City's commitment to being an active partner in the process. Our two organizations bring extensive experience in affordable housing development, both for rental and for ownership; so, while this proposal will focus on the first two acres intended for a rental project, we're also excited to begin envisioning how future phases will build upon and augment this first phase. We fully support the City's interest in the future inclusion of homes for ownership, and we would be excited to help the City develop a model site that demonstrates how mixed housing types can create stronger neighborhoods and better meet community needs.

DevNW and Ink Built envision a thriving new neighborhood for the Silverton Community, beginning with a multi-family affordable rental project for residents below 60% area median income, and then expanding in later phases to encompass the full seven acre site and include community land trust homes for homebuyers below 80% area median income, and a cottage cluster designed to help seniors age-in-place in a community setting. The design we envision (illustrated in a rough site plan submitted with this response) focuses on creating community through the built environment, including thoughtful use of community spaces, green space, connectivity to neighboring resources, and the creation of micro-communities through cluster design. While the first phase (and we hope the majority of a future phase) will focus on affordable housing, we are also interested in exploring the inclusion of some market rate units for a truly mixed income neighborhood.

Ink Built's initial research into the zoning for the site - including statewide density bonuses for affordable housing - indicate that the first 2 acres could include up to 60 units of rental housing. In the following rough site plan, we show a layout that includes 56 units, as well as 60 parking spaces. The buildings would be 2-3 stories townhouse-style apartments that will naturally blend with the Silverton community in general, and future phases on this site in particular. Our parking plan attempts to minimize the space needed for parking lots while also honoring the reality that many people rely on daily use of cars: commuters to Salem or rural agricultural jobs, seniors with limited mobility, families taking kids to activities, etc.

## All plans pending future community engagement

If selected as the City's development partner, DevNW and Ink Built would plan early community engagement with potential future residents, City staff, elected officials, local community groups, and others to inform final design concepts. All ideas included in the response are provisional and meant to illustrate potential project components.

### Key Features - Phase 1:

- Multi-generation
- Connectivity
- Community spaces
- Accessibility
- Trauma Informed Design
- High Efficiency Building Systems
- Solar Design
- Net-Zero Ready

### Possible Features - Phase 2+:

- Mix of rental and ownership
- Missing middle housing types
- Mixed income
- Net-Zero Ready Homes
- Network of gardens and green space connecting to existing community amenities

## 2 // PROJECT VISION

### A thriving new Silverton neighborhood

Taking advantage of the location adjacent to the Senior Center and Robert Frost Elementary, we envision a mix of generations living in the community, and would plan a mix of units into any phase of the project: smaller, single story units for seniors (or other 1-2 person households), alongside larger 2-3 bedroom units for families. Based on community engagement, we would also be interested in the demand for 4-bedroom units for multi-generation families.

Our rough site plan shows a community room with adjacent kitchen built into the first phase of the project, and the same building would include offices for property management and other onsite services. We believe these amenities are critical for cultivating a strong resident community, by providing space where residents can gather for shared meals, celebrations, and other events, and can also meet with service providers (from DevNW and other partners) to easily access the resources they need.

We also envision a neighborhood that offers green space, community gardens, and walking/biking connectivity to the skate park, Senior Center, and Robert Frost Elementary. It will be a shared priority to create inviting community space on the Westfield site, while also fostering easy connections with the rest of the neighborhood.

We would work closely with the City to coordinate access to these neighboring sites.

To illustrate how the first phase of the project might connect to additional housing types in a later phase, our site sketch also shows a cottage cluster, single family homes, and clusters of townhomes that can be utilized for varying levels of density and the meet the differing needs of diverse Silverton residents. We would hope that a significant number of any future homeownership units would utilize a Community Land Trust model, offering an affordable path to homeownership, including for residents of the adjacent affordable rental units. In addition to multi-family development, both DevNW and Ink Built share extensive experience designing, funding, and building homes for affordable ownership.

In the following site plan, we have shown a conservative estimate of where the site might have protected wetlands, flood plain, and/or critical drainage area. If further due diligence indicates that less area needs to be set aside, we can easily expand our vision for future phases to include additional units, but we also wanted to be realistic about potential limitations on the site.

DevNW and Ink Built are excited to work through these opportunities with the City of Silverton, and to see the Westfield site developed as a thriving neighborhood.



*The DevNW Development Team on a recent site visit to a 10-unit CLT subdivision in Clackamas Co.*



# 2 // PROJECT VISION

PHASE 1





# 3 // DEVELOPMENT TEAM

## The Westfield Site Team

The Silverton project would be led by **Nora Cronin**, DevNW's Director of Real Estate Development, in collaboration with **Andrea Wallace** of Ink Built Architecture as Principal in Charge and Project Design Manager.

Through the initial Concept and Schematic Design phases, Nora and Andrea will be your primary points of contact as their staff guide project stakeholders through conversations designed to clarify goals and priorities for the remainder of the project.

**Josh Shafer**, DevNW's Director of Construction Management, and his team will support these phases through coordination of cost and timeline feedback in parallel with the design process, acting as a knowledge bank for Nora and Andrea regarding future construction feasibility.

As the team narrows in on the project design, Nora will begin working with **Skylar Yang**, DevNW's Senior Real Estate Financial Analyst, to create a project budget and pro forma, and to complete applications for the likeliest affordable housing funding sources.

After funding is secured, the focus will shift to a construction-focused team. Andrea will be central during document production phases to drive continual alignment with the project budget and values; continuing through the construction process.

Once under construction, **Tara Hanby**, DevNW Project Manager, will act as the Project Manager for DevNW, leading weekly team meetings of the project team (including Ink Built and the general contractor).

At this point, Nora and Tara will coordinate ongoing responsibilities for communication between the City and the design team, project planning and oversight, vision, budget, project plan, schedule, and execution. Skylar will remain centrally involved in managing and updating the project pro forma and coordinating all project funding sources.

After certificates of occupancy are received for the project, DevNW's Director of Housing Operations, **Leah Breen-Cooper**, will join the project leadership team to coordinate lease-up, manage the third party property management company, and oversee staff providing onsite resident services. Leah's team will then assume ongoing asset management for the project, including annual operations and long term capital needs planning.

Throughout the lifetime of the project, **Cori Riley**, DevNW's CFO, and her team will manage the accounting and annual audits of the project, including the unique requirements for tax credit funding sources.

## Partners Still To Be Identified

Several additional critical partners will be identified if our team is selected to respond to a full Request for Proposals, including the Civil Engineer, Landscape Architect, General Contractor, and property management company. In selecting these partners, the DevNW and Ink Built Team will prioritize:

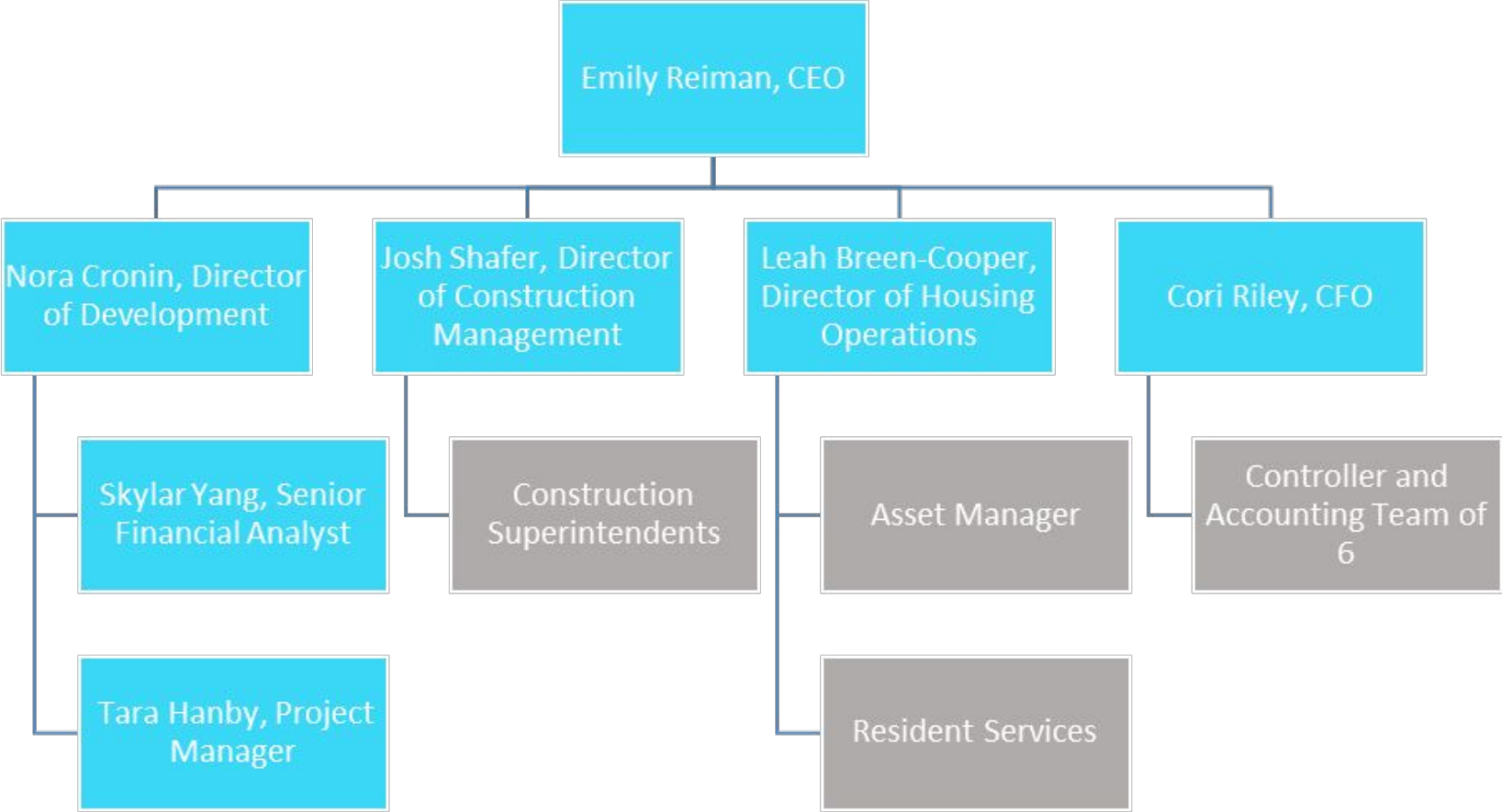
- Minority-owned, Women-owned, Veteran-owned and Emerging Small businesses;
- Businesses local to Silverton and Marion County;
- Proven experience completing projects of similar size and types, preferably with affordable housing included.

## General Contracting Option and Skillset

DevNW has just launched an affiliate nonprofit, Neighborhood Building Corp (NBC) that provides construction management services for some of our affordable housing projects. NBC is already managing two CLT subdivisions in Salem and Milwaukie. Led by Josh Shafer, with more than 20 years of GC experience, NBC will act as an in-house expert for DevNW in the early planning phase of projects, and will be an option for selection (along with 3rd party GCs) as the construction management entity for any phase of the Westfield project - potentially offering both cost savings and added timeline control for construction.

# 3 // DEVELOPMENT TEAM

DevNW Project Team





## NORA CRONIN, DevNW DIRECTOR OF REAL ESTATE DEVELOPMENT

### PROJECT ROLE: TEAM LEAD

Nora stands out as a committed affordable housing developer, recognized for centering the people and communities we serve. Throughout her 17+ year career, she has navigated the intricacies of real estate development with finesse, bringing forth a wealth of experience to address the critical need for accessible housing solutions and collaborating with neighbors and community partners.

Nora specializes in creating sustainable, cost-effective housing solutions that go beyond bricks and mortar, placing a strong emphasis on trauma-informed and accessible design to meet the diverse needs of communities.

### RELEVANT PROJECT EXPERIENCE

**The Nel** | Eugene, OR | 45 Units | Project Developer | Homes for Good | 2022 | Permanent Supportive Housing

**The Keystone** | Eugene, OR | 15 Units | Project Developer | Homes for Good | 2021 | Permanent Supportive Family Housing

**The Commons on MLK** | Eugene, OR | 51 Units | Project Developer | Homes for Good | 2021 | Permanent Supportive Housing

**The Myrtlewood** | Springfield, OR | 35 Units | Project Developer | St Vincent de Paul | 2018 | Integrated Housing

**Bascom Village** | Eugene, OR | 54 Units | Project Developer | St Vincent de Paul | 2015 | Family Housing

### PROFESSIONAL EXPERIENCE

**Director of Real Estate Development, DevNW** | Oregon | 2023 - present

**Project Development Manager, Homes for Good** | Lane County | 2019 - 2023

**Project Developer, Homes for Good** | Lane County | 2018 - 2019

**Housing Development Associate, St. Vincent de Paul** | Lane County | 2006-2018

### Affordable Housing Funding Sources Utilized In Prior Projects

Federal:

HOME, CDBG, Project-Based Vouchers, Section 811 Vouchers

State of Oregon:

9% and 4% LIHTC, Private Activity Bonds, LIFT, GHAP, PSH Capital and Services, Mental Health Housing Funds

Other:

City SDC Exemptions, Federal Home Loan Bank, Healthcare Provider Grants

### PUBLIC SERVICE

Development, Land Use and Preservation Work Group Co-Chair | Oregon Housing Alliance | 2021 - present

Volunteer | Egan Warming Center | 2016 - present

### EDUCATION

Master's Degree, Community and Regional Planning, and Certificate in Nonprofit Management | University of Oregon | 2007

Bachelor's Degree, Architectural Studies | University of Illinois | 1995

# RESUMES // DevNW



## SKYLAR YANG, DevNW SENIOR REAL ESTATE FINANCIAL ANALYST

### PROJECT ROLE: FINANCIAL MODELER

Skylar is a senior financial analyst and resident budget/excel wizard on our real estate team. Skylar joined DevNW directly out of the UofO's MSF program in 2019 and immediately found his calling in the affordable housing world. Known for his unparalleled attention to detail, Skylar has accumulated over four years of experience in the intricate realm of affordable housing finance, including financial modeling and cash flow projections for many project types and funding sources. He is especially adept at mid-project adjustments, to stay within budget when the unexpected occurs.

Beyond numbers, Skylar believes in the transformative power of affordable housing to build resilient, connected communities. His strategic financial insights serve a larger purpose — making affordable living not just a goal but a reality for all.

### RELEVANT PROJECT EXPERIENCE

**MacLeay CLT** | Salem | 24 Units | Senior Financial Analyst | DevNW | under construction

**DevNW CLT** | Eugene and Corvallis | 52 Units | Senior Financial Analyst | DevNW | under construction

**Evergreen Apartments** | Salem, OR | 17 Units | Senior Financial Analyst | DevNW | under construction

**Polk Apartments Phase 2** | Eugene | 12 Units | Senior Financial Analyst | DevNW | 2023

**Florence CLT** | Florence | 12 Units | Senior Financial Analyst | DevNW | 2021

**Cottage Grove CLT** | Cottage Grove | 6 Units | Senior Financial Analyst | DevNW | 2020

### PROFESSIONAL EXPERIENCE

**Senior Financial Analyst, DevNW** | Willamette Valley | 2019-present

**Financial Analyst (Emerging Markets Fund), UofO Lundquist College of Business** | Eugene | 2018-2019

### PUBLIC SERVICE

Member, International Honor Society, Beta Gamma Sigma Chapter, 2016 - present (past chapter president)

Volunteer, Greenhill Humane Society, 2002 - present

### EDUCATION

Masters in Financial Mathematics | University of Oregon | 2019

Bachelors in Accounting | Minor in Mathematics | University of Oregon | 2018

# RESUMES // DevNW



## JOSH SHAFER, DevNW DIRECTOR OF CONSTRUCTION MANAGEMENT

### PROJECT ROLE: LEAD CONSTRUCTION MANAGEMENT

Josh is a builder with 25 years' experience in the private sector (including as the lead partner on 2 of DevNW's CLT developments) before joining DevNW in the spring of '23. He believes construction boils down to the precise delivery of plans and specifications, on time and budget, through careful communication and a creative approach to problem solving with project partners. He's an expert in building assemblies and systems and thoughtful and efficient design, and taps his background and experience to offer solutions to maximize results within budget.

In heading up the Construction Department of the first non-profit, combined Developer/ General Contractor in our state, Josh is thrilled to offer his experience to the community by focusing entirely on building affordable housing.



### RELEVANT PROJECT EXPERIENCE

**DevNW CLT** | Eugene and Corvallis | 52 Units | Senior Project Manager | DevNW | under construction

**Florence CLT** | Florence | 12 Units | General Contractor | Stonewood | 2021

**Cottage Grove CLT** | Cottage Grove | 6 Units | General Contractor | Stonewood | 2020

**Main Street Apartments** | Cottage Grove | 12 Units | General Contractor | Stonewood | 2020

**Everyone Village Safe Sleep Site** | Eugene | 65 Spaces with Community Building | General Contractor | Stonewood | 2020

**Friendly Place Food Cart Pod** | Eugene | 5 Cart Spaces, Common Dining | General Contractor | Stonewood | 2020

### PROFESSIONAL EXPERIENCE

**Director of Construction Management, DevNW** | Willamette Valley | 2023-present

**Chief Construction Officer, Stonewood Construction** | Lane County | 2010-2023

**Project Manager, Stonewood Construction** | Lane County | 2000-2010

### PROFESSIONAL REGISTRATIONS

Certified Erosion and Sediment Control Lead (CESCL)

Lead Based Paint Renovator Certificate

Responsible Managing Individual: Oregon CCB

### PUBLIC SERVICE

Charter Member: Spencer Creek Community Grower's Market

Member/ President: Business Networking International, Eugene Metro Chapter, 2012-2019

### EDUCATION

Bachelors in English | University of Oregon | 1998



# RESUMES // DevNW



## TARA HANBY, DevNW PROJECT MANAGER

PROJECT ROLE: PROJECT MANAGER

Tara is a supremely detailed-oriented project manager with a background in sustainable architecture. With over 14 years of experience in architecture and sustainability, she brings a passion for the environment, equity, and design.

Tara understands the urgent necessity to build our stock of affordable housing and is grateful to be contributing through her work at DevNW. She has managed several multi-family and single family affordable housing projects and is looking forward to many more years of developing affordable housing for Oregonians.

### RELEVANT PROJECT EXPERIENCE

**Evergreen Apartments** | Salem, OR | 17 Units | Project Manager | DevNW | under construction

**DevNW CLT** | Eugene and Corvallis | 52 Units | Project Manager | DevNW | under construction

**Polk Apartments Phase 2** | Eugene | 12 Units | Project Manager | DevNW | 2023

### PROFESSIONAL EXPERIENCE

**Project Manager, DevNW** | Willamette Valley | 2022-present

**Caregiver and Artist** | Springfield | 2011 - present

**Project Manager / LEED Consultant, Green Building Services** | Portland | 2006 - 2010

**LEED and Quality Control Supervisor, Workstage LLC** | Springfield | 2005-2006

### PROFESSIONAL REGISTRATIONS

Licensed architect, state of Oregon

### SELECT AWARDS & ENGAGEMENTS & AFFILIATIONS

**AIA Henry Adams Award**

### PUBLIC SERVICE

AIA Committee on the Environment

### EDUCATION

Master of Architecture | w/Technical Teaching Certificate | University of Oregon | 2004

Architecture Exchange Program | Yokohama International University

Bachelor of Architecture | Magna Cum Laude | Florida A & M University | 1997

# RESUMES // DevNW



## CORI RILEY, CFO

### PROJECT ROLE: FINANCIAL MANAGEMENT

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Cori brings 41+ years' experience to DevNW as the Chief Financial Officer. She started her career in Public Accounting, became a Certified Public Accountant working primarily in Health Care Medical Management and has spent the last 10 years in the nonprofit sector.

While the majority of Cori's career was in For-Profit accounting as a part-owner and Chief Financial Officer of a medical management company for 20 years, the transition into the Non-Profit sector and working with affordable housing projects and the multitude of community services provided by DevNW has given her the greatest sense of pride of her financial career. Cori has managed the accounting and audits for a multitude of tax credit and other affordable housing projects, including development and ongoing asset and property management.

## RELEVANT PROJECT EXPERIENCE

**Polk Apartments Phase 2** | Eugene | 12 Units | Project Manager | DevNW | 2023

**Florence CLT** | Florence | 12 Units | General Contractor | Stonewood | 2021

**Cottage Grove CLT** | Cottage Grove | 6 Units | General Contractor | Stonewood | 2020

**Seavey Meadows** | Corvallis | 48 Units | CFO | DevNW | 2017

**Alexander Court** | Corvallis | 37 Units | CFO | DevNW | 2013

## PROFESSIONAL EXPERIENCE

**CFO, DevNW** | Willamette Valley | 2014 - present

**Final Consultant, Robert Half Management Resources** | Klamath Falls | 2013

**CFO, Oregon Medical Group** | Eugene | 2011-2012

**CFO, Bright Health Physicians** | Los Angeles | 2008-2011

**CFO, Integrated Medical Management** | Los Angeles | 1994-2008

## PROFESSIONAL REGISTRATIONS

Certified Public Accountant, active status, State of OR, August 2013

Certified Public Accountant, State of TX, 1989 – 2013

## PUBLIC SERVICE

Housing Oregon – Fiscal Managers Work Group

## EDUCATION

Bachelors in Business and Accounting | Western Michigan University | 1982

# RESUMES // DevNW



## EMILY REIMAN, DevNW CEO

### PROJECT ROLE: STRATEGIC PLANNING AND RELATIONSHIPS

Emily brings nearly 20 years of experience in nonprofit management, including 10 years in executive leadership in the fields of economic development, affordable housing, and community development. Emily bring visionary leadership and a tactical approach to any project, and enjoys pulling together complex partnerships, tools, resources, and advocacy to accomplish projects that others might not be willing to tackle.

Emily is passionate about affordable housing (both ownership and rental) as a stepping stone to financial stability and asset building at the individual and family level, and to thriving communities at the city and state level.

### PROFESSIONAL EXPERIENCE

**CEO, DevNW** | Western Oregon  
| 2019-present

Chief Executive for DevNW and affiliate CDFI, Community LendingWorks. Leads a staff team of 70 with an annual operating budget of \$10M+. Spearheads strategic planning, governance, political strategy, and financial oversight for lines of business including: affordable housing development, community development lending, asset building services for low income families, and neighborhood revitalization.

**Executive Director, NEDCO** | Lane, Marion, Clackamas Counties | 2014-2019

Director of NEDCO and affiliate CDFI, Community LendingWorks. Lead a staff team of 35 with an annual operating budget of \$3-4M. Spearheaded merger with a peer nonprofit that led to the creation of DevNW.

**OpportunityWorks Manager, NEDCO** | Willamette Valley | 2010-2014

Managed financial literacy, first time homeownership, matched savings, and foreclosure prevention services. Oversaw staff team of 15-18 and managed partnerships across three counties.

**Independent Living Program Manager, LookingGlass** | Lane County | 2007-2010

### PUBLIC SERVICE

Board of Directors | Oregon Consumer Justice  
| 2019 - present | Founding Board Member

Member | Oregon Housing Alliance | 2014 - present | Past Homeownership Work Group Chair

Member | Lane County Housing Policy Board | 2016 - present

Board of Directors | Solid Strides | 2021 - present

### EDUCATION

Bachelor's Degree in Political Science | History Minor | Mt. Holyoke College | 2002





**LEAH BREEN-COOPER, DevNW  
HOUSING OPERATIONS DIRECTOR**

**PROJECT ROLE: ASSET MANAGEMENT**

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Leah is the most recent member to join the DevNW, in a new role that brings together Asset Management, Property Management, and Resident Services - formerly siloed roles that will now work together to foster housing communities that are physically strong, financially secure, and a supportive place for residents to call home.

Leah provides strategic planning for our housing portfolio, including the financial and physical health of all properties. She also manages our 3rd party and in-house property management teams, ensuring management that is aligned with DevNW goals and values.

Leah believes that a holistic approach to housing operations - that recognizes the collective importance of the residents, the built environment, and the budget - is the only way to create thriving communities.

**PROFESSIONAL EXPERIENCE**

**Director of Housing Operations, DevNW** | Willamette Valley | 2023-current

**Director of Housing Operations, Innovative Housing, Inc.** | Portland | 2016-2023

**Housing Coordinator, New Avenues for Youth** | Portland | 2010-2016

**PUBLIC SERVICE**

In-School Youth Counselor, Youth Contact

Volunteer, Portland Public Schools

**EDUCATION**

Masters in Social Work | Minor in Law  
| Columbia School of Social Work | 2004

Bachelor of Arts in American Studies |  
Concentration in Race Discrimination | Trinity  
College | 2001

# RESUMES // INK BUILT ARCHITECTURE



## ANDREA WALLACE PRINCIPAL, AIA, ILFI, LFA, NCARB

PROJECT ROLE: PRINCIPAL IN CHARGE & DESIGN PROJECT MANAGER

Andrea is a designer extraordinaire, hell bent on bringing the best potentials of design to bear in the quest to house our community through beautiful, sustainable architecture. With over 13 years of experience, she will support the Year Round Shelter project with design oversight and collaborate with the team and community on art and other components to make these community spaces specific and meaningful to the residents.

Andrea believes one of our most urgent challenges as designers and builders is to lessen the impact we make on the earth while increasing the benefit we bring to those we serve. How can we say we create something sustainable if it is not also beautiful and affordable/available to everyone?

### RELEVANT PROJECT EXPERIENCE

**PROJECT HOMELESS CONNECT DAY CENTER** | Design Lead & PM | Hillsboro, OR | Ink Built | 2025

### BEAVERTON CONGREGATE SHELTER

| Beaverton, OR | 60 beds | Design Lead | Ink Built | 2024

### HEARTWOOD COMMONS

| Aloha, OR | 54 units to permanent supportive housing | Interiors | Ink Built | 2023

### HABITAT FOR HUMANITY - TAYLORS FERRY

| PDX | 17 Affordable Ownership units | Ink Built | Earth Advantage Platinum & Net Zero Energy

### HABITAT FOR HUMANITY - FOSTER TOWNHOMES

| PDX | 40 Affordable Ownership units | PM & Design Lead | Ink Built | Estimated 2022 Pursuing Earth Advantage Platinum & Net Zero Energy

### TIMBER RIDGE AFFORDABLE HOUSING

| La Grande, OR | 104 units Affordable Housing | Interiors | Ink Built - NE Oregon Housing Authority/CDP | Estimated 2022 | Pursuing LEED for Homes Platinum & Net Zero Energy

**THE JOSEPHINE** | PDX | 8-story mixed-use addition to a 3-story 1920s historic laundry building | Ink Built | Type III Historic Resources Design Review

### PROFESSIONAL REGISTRATIONS

OR #12346 | NCARB #95222  
Living Futures LFA Accredited Professional

### SELECT AWARDS & ENGAGEMENTS

**2023 DJC Women of Vision Recipient**

**2023 Housing Oregon Industry Support Conference Presenter**

**2021 AIAO Presenter - People's Choice Awards**

**Habitat for Humanity National - Award of Excellence** | Foster Townhomes | 2021

**2021 AIA Bend Section People's Choice Awards - 1st Place** - Timber Ridge | 2021

**2020 Sustainable Building Week - Small but Mighty Panelist/Presenter**

**DJC Top Projects People's Choice Award** 2019 - SolTerra Headquarters

**LEED For Homes Project of the Year** | Woodlawn Apartments | 2015

### PUBLIC SERVICE

Architects in Schools Residency | AFO | '19-'23  
Build Days | Habitat for Humanity | '15, '19, '22, '23

### EDUCATION

Masters of Architecture | U. of Oregon | 2012  
Rome Program Fellowship | Rome, Italy | U of O | 2010  
Bachelors in Art History - Architecture History & Theory | U. of Oregon | 2007

# RESUMES // INK BUILT ARCHITECTURE



**MELYNDA RETALLACK, PRINCIPAL,  
LEED AP BD&C, NCARB**

## PROJECT ROLE: PROJECT MANAGER

Mel brings 25+ years of experience. She started, back when architecture schools were only 20% women. Her career has been devoted to helping clients and organizations achieve their goals. Her passion for affordable housing and sustainable building practices has kept her inspired in this profession.

As a principal of her own practice, she is beyond elated to be able to directly influence the development of a more diverse next generation of architects and firm leaders.

In addition to many years of designing affordable housing and adaptive reuse projects, she spent a decade of her career working directly for real estate developers and property managers. This has given her unique insight and deep understanding of the needs of owners and the relationship between operating costs and building value.

A capable and dedicated project manager, Mel works with owners, stakeholders, contractors, and project teams to deliver projects on time and on budget.

## RELEVANT PROJECT EXPERIENCE

**HOUSING AUTH. WASH. COUNTY** | 267 units renovations - (5) sites and jurisdictions | Principal in Charge | Ink Built | 2023-24

**HEARTWOOD COMMONS** | Aloha, OR | 54 units to permanent supportive housing | Project Mgr/Architect | Ink Built | 2022

**BEAVERTON CONGREGATE SHELTER** | Beaverton, OR | 60 beds | Project Mgr/Architect | Ink Built | 2023-24

**GLISAN APARTMENTS RENOVATIONS** | PDX | 16 units | Project Mgr/Architect | Ink Built | 2020

**BREITUNG BUILDING** | PDX | 28 units Affordable Veterans Housing | Ink Built - NW Ventures | 2020 | Pursuing PTNZ & LEED Homes Platinum

**1000 WALL REDEVELOPMENT** | Bend OR | 36,000 sf | Owners Rep - Sustainability Mgr. | Redside | 2013 | LEED CS Silver

**MEDICAL DENTAL REDEVELOPMENT** | PDX | Owners Rep - Architect | Redside + Ink:Built | 2012 - 2022 | (ongoing TI, capital improvements)

## PROFESSIONAL REGISTRATIONS

OR #5550 | WA #11530 | NCARB #66589

## SELECT AWARDS & ENGAGEMENTS

**2023 DJC Women of Vision Circle of Excellence Award**

**2019 DJC Women of Vision Recipient**

**PBJ - Innovation in Sustainability:** Green Building (Redside) 2014

**Building a Better Central Oregon** - Best Urban Renovation Project (1000 Wall - Redside) 2013

**EPA Forum and Awards Panelist,** Go Green 2014

**AEE Energy Engineering Forum** - Bridging the Gap: Commercial Real Estate and Energy Efficiency Panelist, 2018

## PUBLIC SERVICE

Chair, Board of Directors | Executive Committee | Camp Fire Columbia | 2016-Present

Board of Directors | Past Chair | Camp Namanu | 2021 - present

GBIG (Green Building Interest Group) Chair | 2014-2019

## EDUCATION

Bachelor of Architecture | Minor Environmental Studies | U. of Oregon | 1996

Fellowship | Mackintosh School of

Architecture | Glasgow School of Art | 1994

Real Estate Finance | Portland State. U. | 2014

# RESUMES // INK BUILT ARCHITECTURE



**NATE EMBER, PRINCIPAL, AIA, LEED FOR HOMES, NCARB, ILFI**  
PROJECT ROLE: QUALITY ASSURANCE

Nate is a design and technical wizard, deeply committed to quality, performance, sustainability, design, and equity as equally drivers in housing for the 21st century. He brings 18 years of experience in public projects, multifamily housing with a focus on building and mechanical systems, efficient documentation, detailing, and specifications.

Nate's passion to make the world better constantly drives him to learn and delve deeper into topics of equity, health, ecology, systems, community dynamics, and the expression of meaning in design. With his technical expertise, he keeps up with building Science trainings and conferences including the Portland Building Enclosure Council. In addition he has training in high performance sustainable design that includes LEED AP, Passive House courses, and Zero Energy design practice.



## RELEVANT PROJECT EXPERIENCE

**HEARTWOOD COMMONS** | Aloha, OR | 54 units to permanent supportive housing | Quality Assurance | Ink Built | 2022

**TIMBER RIDGE** | La Grande, OR | 104 units Affordable Housing | Project Architect | Ink Built - NE Oregon Housing Authority/CDP | Estimated 2022 | Pursuing LEED for Homes Platinum & Net Zero Energy

**BEAVERTON CONGREGATE SHELTER** | Beaverton, OR | 60 beds | QA/QC | Ink Built | 2024

**BREITUNG BUILDING** | PDX | 28 units Affordable Veterans Housing | Ink:Built - NW Ventures | 2020 | Pursuing PTNZ & LEED Homes Platinum

**HABITAT FOR HUMANITY - FOSTER TOWNHOMES** | PDX | 40 Affordable Ownership units | Ink Built | Estimated 2022 Pursuing Earth Advantage Platinum & Net Zero Energy

**HABITAT FOR HUMANITY - TAYLORS FERRY** | PDX | 17 Affordable Ownership units | Ink Built | Estimated 2024 Pursuing Earth Advantage Platinum & Net Zero Energy

**HABITAT FOR HUMANITY - BOONES FERRY** | Lake Oswego | 23 Affordable Ownership units | Ink Built | Estimated 2025 Pursuing Earth Advantage Platinum & Net Zero Energy

## PROFESSIONAL REGISTRATIONS

OR #6420 | NCARB #77215

## SELECT AWARDS & ENGAGEMENTS

**2023 Housing Oregon Industry Support Conference Presenter**

**2021 AIAO Presenter - People's Choice Awards**

**Habitat for Humanity National - Award of Excellence** | Foster Townhomes | 2021

**2021 AIA Bend Section People's Choice Awards - 1st Place** | Timber Ridge (affordable housing) | 2021

**2020 Sustainable Building Week - Small but Mighty Panelist/Presenter**

**DJC Top Projects People's Choice Award** | SolTerra Headquarters | 2019

**Architecture at Zero Competition Prize**

## PUBLIC SERVICE

Park Ave. Dev. and Design Standards Project Management Team 2009-Present  
Clackamas County Affordable Housing and Homelessness Task Force | 2018-Present  
350 Clackamas County | Climate Action Plan Liaison | 2017-Present  
Transitional Family Housing Village Design | City of Milwaukie | 2018-Present

## EDUCATION

Masters of Architecture | University of Idaho | 2000-2003  
Engineering and Pre-Architecture | Boise State University | 1997-2000



# 4 // RELEVANT EXPERIENCE

## Nelson Place CLT (Homeownership)

5220 Royal Ave, Eugene, OR

41

UNITS

43,800

BUILDING SF

2024-25

COMPLETE

Mixed Income  
Ownership

Nelson Place is a 42-unit subdivision across the street from a K-8 school in West Eugene. The 9 townhomes facing Royal Ave are market rate homes in a price range for workforce housing (80-120% AMI). The 32 single family homes will be Community Land Trust (CLT) homes, affordable to families below 80% AMI.

All public infrastructure on the site in complete as of November 2023. DevNW is building the homes in three phases; the first phase, including the nine townhomes and the first three CLT homes will be complete in February 2024, with remaining phases complete in late 2024 and mid-2025.

Relevant to the Westfield site, the Nelson Place site design shows how we worked around existing wetlands and floodplain and preserved green space for the community.

DevNW is finalizing an HOA for the market rate townhomes and will hand over long term management to the HOA upon home sales. We will continue to manage the Land Trust, in partnership with the CLT homeowners.

### PROJECT HIGHLIGHTS

- Mixed housing types: townhomes and single family
- Mixed income
  - CLT below 80% AMI
  - Townhomes 80-120%
- Significant green space
- Adjacent to K-8 school; focus on family-size units
  - 9 2-bed townhomes
  - 13 2-bed CLTs
  - 19 3-bed CLTs
- 7-acre site
- Homes exceed Energy Code by 10-15%

### Project Funding Sources

- LIFT Homeownership
- SDC Waivers (Eugene)
- ARPA Funds (OR Legislature)



# 4 // RELEVANT EXPERIENCE

## Evergreen Church Apartments (Rental)

925 Cottage St, Salem, OR

17

UNITS

9,478

BUILDING SF

2024

COMPLETE

Permanent Housing  
for Veterans

In 2021, DevNW acquired the Evergreen Church building after the congregation outgrew the space. We are mid-construction on a project that will convert the church and the former parsonage into 17 apartments for veterans.

DevNW is partnering with Mid-Willamette Valley Community Action Agency as the service partner on site. MWVCAA will refer veterans from their shelter and transitional housing programs, who are ready for permanent housing, and will also employ an on-site case manager to help connect residents to their vast array of veterans services.

Our first project in Salem, we were fortunate to receive HOME funds to acquire the Evergreen building, and an additional allocation to support construction.

### PROJECT HIGHLIGHTS

- Studio and one-bedroom units
- 100% veterans housing
- Affordable below 60% area median income
- Ongoing rent assistance in 9 units (likely additional through MWVCAA voucher programs)
- Onsite services
- Significant neighborhood engagement

### Project Funding Sources

- Veterans NOFA (OHCS)
- HOME (Salem)
- SDC Waivers (Salem)
- PSH rent assistance and service funds (OHCS)





# 4 // RELEVANT EXPERIENCE

## Polk St Apartments (Rental)

89 North Polk, Eugene, OR

12

UNITS

6,130

BUILDING SF

2023

COMPLETE

Youth Aging Out of Foster Care

In 2014, DevNW purchased a 12-unit apartment complex and converted it to housing for youth aging out of foster care. The complex was the first in Oregon dedicated to this population. In 2022, we received funding from OHCS to add a new building at the same site, with 12 additional units. Learning from the residents of the original units (who often found the 1-bedroom apartments too big), the new building utilizes an SRO+ model. The new community room will be open to all 24 residents of both buildings for community dinners, classes, and events.

Polk St Apartments utilizes a Housing First model, and provides services tailored to this transition-age population, including help with budgeting and financial management. The project is also rich in partnerships, with residents being referred from (and receiving additional services from) Coordinated Entry, DHS Independent Living Program, and 15th Night.

DevNW provides direct property management at this property (rather than our typical 3rd party manager) because of the unique population. As with all our properties, we provide in-house long term asset management.

### PROJECT HIGHLIGHTS

- Single Room Occupancy Plus (SRO+): each unit includes full bath and kitchenette
- Affordable Below 50% AMI
- Shared Full Kitchen
- Community Room
- On-Site Case Manager
- Community Garden
- Ongoing rent assistance for 6 residents
- High-efficiency building envelope, heating and cooling
- 0.54 Acre

### Primary Funding Sources

- Small Projects NOFA (OHCS)
- Market Cost Offset Funds (OHCS)
- SDC Waivers (Eugene)
- Prop Tax Exemption (Eugene)
- HIP Grant (Lane County)
- Ongoing PSH Rent Assistance and Service Funding (OHCS)



# 4 // RELEVANT EXPERIENCE

## Florence CLT (Homeownership)

Murrulet Lane, Florence, OR

12

UNITS

1/2/3 Beds

Home Sizes

2021

COMPLETE

Cottage Cluster - City  
Donated Land

In 2018, the City Florence approached DevNW and other affordable developers about developing affordable housing on a City-owned lot in the heart of a residential neighborhood and across the street from the Boys & Girls Club. After an RFP process, DevNW was selected to build 12 Community Land Trust (CLT) homes on the site. We successfully applied for LIFT Homeownership funds in the very first year of that funding source, and the Florence CLT cottage cluster was one of the first LIFT HO projects completed in the state.

City staff, Mayor, and Council were critical partners at every step of the process, including, offering reduced SDCs for smaller homes.

The 12 homes are built around shared lawn and garden space. 11 of the homes are 2- and 3- bed, to focus on family housing near the Boys & Girls Club. One home tested a 1-bedroom, aging-in-place design for a low income senior (and it was the first home to sell!).

DevNW continues to operate the Land Trust, in partnership with the homeowners, including common area maintenance.

### PROJECT HIGHLIGHTS

- Florence Donated City-Owned Land
- Affordable Below 80% Median Income
- Cottage Cluster Design
- Common lawn and garden space
- Across the Street from Boys & Girls Club
- Focus on Family Units
- Piloted 1-Bed Cottage for Aging-in-Place
- Community Land Trust model
- Permanent affordability for subsequent generations of owners
- 1.7 Acres

### Primary Funding Sources

- LIFT Homeownership (OHCS)
- Donated Land (Florence)
- Reduced SDCs (Florence)
- SHOP Self-Help (HUD)





# 4 // RELEVANT EXPERIENCE

## SEAVEY MEADOWS (Rental and Homeownership)

Corvallis, OR

43

UNITS

42,000

BUILDING SF

2017

COMPLETE

Mixed Ownership and Design

Seavey Meadows combined three distinct phases: 24 units of affordable rental townhomes for families, 13 single-level cottages in a cluster around common garden and community space for veterans, and 6 Community Land Trust homes for affordable homeownership. Seavey Meadows highlights how a single project can be designed for (and bring together) individuals and families with unique housing needs to form a cohesive community, and is probably the closest individual project in our portfolio to the Westfield site.

DevNW contracts with Cascade Property Management for ongoing management of the rental portion of the site. DevNW provides asset management, managing the capital needs of the rental property. DevNW also manages the Land Trust, in partnership with the homeowners.

### PROJECT HIGHLIGHTS

- Features both rental and ownership
- Multiple housing types: single family detached, townhomes, cottage cluster, traditional multi-family
- Veterans housing (8-unit set aside)
- Domestic violence survivors (10-unit set aside)
- Family housing
- Six ADA units
- Community building and playground
- Community garden
- 4 acre site

### Key Funding Sources

- LIHTC 9% Tax Credits (OHCS)
- HOME (Corvallis)



# 4 // RELEVANT EXPERIENCE

## Julian Hotel (Rental)

150 SW Monroe, Corvallis, OR

**37**

UNITS

**15,800**

BUILDING SF

**2016**

COMPLETE

**Seniors and People  
w/Disabilities**

The Julian Hotel Apartments rehabbed and preserved a historic hotel building located in downtown Corvallis that now provides affordable studio and one-bedroom apartments to seniors or people living with disabilities. This property overlooks the Willamette River and is in the heart of downtown Corvallis with easy access to parks, the river walk, biking and other activities. It is just minutes away from the library, post office, grocery store, pharmacy, downtown businesses, restaurants and the central transit station for the free city bus.

The Julian has two commercial spaces on the ground floor, which are important to the commercial district in downtown. DevNW preserved these retail spaces, and now manages the commercial tenants directly.

DevNW contracts with Cascade Property Management, but (as with all our properties) we provide direct asset management of the building.

### PROJECT HIGHLIGHTS

- Acquisition / rehab project
- Studios and 1-bed units
- Affordable below 50% AMI
- Community rooms
- Onsite manager
- 2 commercial spaces on ground floor, 3,000 sq ft (currently retail and chiropractor)

### Funding Sources

- LIHTC 9% Tax Credits (OHCS)
- HOME (Corvallis)
- Project Based Section 8 (Linn-Benton Housing Authority)





# 4 // RELEVANT EXPERIENCE

## Alexander Court (Rental)

Corvallis, OR

25

UNITS

23,000

BUILDING SF

2013

COMPLETE

### Housing for Survivors of Domestic Violence

Alexander Court is the most typical example of our multi-family housing projects, showcasing the townhouse design that we find works well in suburban neighborhoods.

When developing Alexander Court, DevNW prioritized creating affordable housing for survivors of domestic violence. The service agency CARDV was seeking new office space at that time, and we were able to partner with CARDV to simultaneously build Alexander Court and an immediately adjacent office for nearby services.

DevNW contracts with Cascade Property Management, but (as with all our properties) we provide direct asset management of the building.

#### PROJECT HIGHLIGHTS

- Ten units set aside for survivors of domestic violence;
  - **Project included adjacent office for CARDV (service provider)**
- Affordable below 50% area median income
- Three ADA units
- Community room
- Onsite manager
- 1.5 acre site

#### Funding Sources

- LIHTC 9% Tax Credits (OHCS)
- HOME (Corvallis)
- PRA 811 (HUD)



# 4 // RELEVANT EXPERIENCE | INK BUILT

## FOSTER TOWNHOMES

P13403 SE FOSTER RD, ORTLAND, OR

40

UNITS

83,341

BUILDING SF

2023-24

COMPLETE

**AFFORDABLE HOME  
OWNER. | NET ZERO  
READY**

Foster townhomes will provide 40 homes between 2-5 bedrooms allowing affordable home ownership for many people who have previously been excluded from such opportunities. Ink:Built worked collaboratively with Habitat for Humanity's multifaceted team to explore multiple site design options, eventually settling on a clustered approach that breaks up parking areas, sprinkles open spaces evenly, preserves existing mature trees, allows solar access, and addresses the challenges of a sloping site creating a unique neighborhood.

The Habitat for Humanity team shares our passion for continuous innovation toward better livability and health for their owner occupants. As part of that goal, our team explored opportunities to enhance shared outdoor spaces and community connection as well as pathways to achieve net zero energy costs for the project. We worked together to streamline constructibility for their construction staff and to maximize potentials to use volunteer labor.

Key energy performance strategies include improved insulation and air tightness along with excellent heat pump mechanical systems with dedicated filtered ventilation for optimum health for what will likely become multi-generational households.

### PROJECT HIGHLIGHTS

- o Habitat for Humanity **National Award Winner**
- o Innovative site design to enhance community
- o Affordable Home Ownership
- o Design for Volunteer Labor
- o Combination of LIFT and Donor Funding
- o Shared Common Spaces with Nature Play
- o Many mature trees preserved
- o Casework Designed to use Ikea Donations
- o Guided MEP Design for Net-Zero-Ready Performance
- o Solar-Ready design
- o High-Performance HVAC
- o Heat pump water heaters
- o **Earth Advantage Platinum Target**
- o **80% WESB Certified A&E Design Team**

### PROJECT REFERENCE

#### Steve Messinetti

President & CEO Habitat for Humanity Portland/Metro East  
[steve@habitatportlandmetro.org](mailto:steve@habitatportlandmetro.org)  
503.287.9529 ext. 11





# 4 // RELEVANT EXPERIENCE | INK BUILT

## TIMBER RIDGE APARTMENTS

3002 EAST Q AVENUE, LA GRANDE, OREGON

104

UNITS

118,795

BUILDING SF

2023

COMPLETE

TRAUMA INFORMED  
DESIGN | NET ZERO

The Timber Ridge community will provide 104 new affordable (60% AMI) apartment homes ranging from 1-4 bedrooms. Aiming high, this project will provide trauma-informed design for all ages and multiple populations supported by a variety of local service partners. Thanks to partnerships with EngAGE and PSU's Center for Public Interest Design, Timber Ridge features a highly programmed 7,000sf community center and climate responsive site that are thoughtfully rich with activities and natural habitat as a means to support a holistically healthy lifestyle for every resident.

Being mindful of cost efficiency, the team found that the client's goals prioritize safety, visibility, social interaction, and occupant health as essential to great livability; along with durable materials and details to perform for them and residents over time.

Ink:Built found strategies that provide multiple benefits including circulation walkways that act as social porches while sheltering living spaces from the elements; native landscaping to buffer the residents from parking areas while immersing them into the calming aspects of nature; use of exposed timber frame roofs and siding that softens human experience by using cost-effective regional materials.

### PROJECT HIGHLIGHTS

- o Mixed / Supported Affordable Housing
- o Multiple Service Partners
- o CM/GC with Competitively Bid Subcontractors
- o LIFT, LIHTC, and Voucher Funding
- o Extensive Indoor + Outdoor Amenities and Shared Spaces
- o Full Interior Design with Acoustic, A/V, and Furniture Coordination
- o Extensive Art Integration
- o High-Performance HVAC
- o Heat pump water heaters
- o Excellent Ventilation (IEQ)
- o Superior Air Tightness
- o Innovative Solar PV system funding
- o ILFI Affordable Housing Pilot Program Project
- o **Leed For Homes - Platinum** Target
- o **Net-Zero Energy** Target - ZE Reveal Certification Pursued.
- o **80% WESB Certified A&E Design Team**

### PROJECT REFERENCE

#### Jessica Woodruff

Chief Development Officer for  
Community Development Partners  
[jessica@communitydevpartners.com](mailto:jessica@communitydevpartners.com)  
971.533.7466



# 5 // REFERENCES | DevNW

## Ellen Meyi-Galloway

Affordable Housing Production Manager  
Community Development Division  
City of Eugene  
[EMeyi-Galloway@eugene-or.gov](mailto:EMeyi-Galloway@eugene-or.gov)

Worked with the DevNW team on the following projects:

**DevNW CLT** | Eugene and Corvallis | 52 Units | under construction

**Polk Apartments Phase 2** | Eugene | 12 Units | 2023

**Polk Apartments Phase 1** | Eugene | 12 Units | 2014

Has worked closely with the following development team members:

- Nora Cronin (including in her previous positions)
- Tara Hanby
- Skylar Yang
- Emily Reiman

## Mark Sirois

Community Development Manager  
Clackamas County  
[marksir@clackamas.us](mailto:marksir@clackamas.us)

Worked with DevNW Team on the following project:

**Clackamas CLT** | Milwaukie, OR- | 10 Units | under construction

Has worked closely with the following development team members:

- Josh Shafer
- Tara Hanby
- Emily Reiman

## Wendy Farley Campbell

Community Development Director  
City of Florence  
[wendy.farleycampbell@ci.florence.or.us](mailto:wendy.farleycampbell@ci.florence.or.us)

Worked with the DevNW Team on the following project:

**Florence CLT** | Florence, OR | 12 Units | 2021

Has worked closely with the following development team members:

- Emily Reiman
- Josh Shafer



The **quality of relationships** we build with the people we serve is fundamental to the quality of design we provide.

Restoring **equity** and broadening **affordability** in the housing system is our key mission and focus, and we're working to challenge the conventions that prevent the fundamental changes our communities need.

We've designed our practice around this goal, tailoring everything we do to improve **cost efficiency**, enrich **design quality**, and maximize **health, joy and livability** for the individuals and families who call our projects home.

We don't just talk collaboration, we **actively empower** residents, citizens, policy makers, owners, contractors, students, and advocates to help us make design better, **restoring community and the planet** we share.

We love the challenge of affordable housing, and the opportunity it gives us to **stretch creativity** discovering better solutions with **bigger impact**.





# RESPONSE TO REQUEST FOR PROPOSAL // SILVERTON

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APRIL 9, 2024



DEVELOPING THRIVING COMMUNITIES





# COVER LETTER

City of Silverton

Re: Request for Proposals Westfield Site

Attn: Jason Gottgetreu

DevNW and Ink Built are delighted to present our joint proposal for the development of affordable housing on the Westfield Site. With strong ties to the Willamette Valley and extensive expertise in planning, designing, constructing, and managing affordable housing, we are committed to addressing the pressing need for sustainable, equitable, and affordable housing that leverages the strengths and resources of communities. Our mission is to bring innovative thinking, design, and collaboration to the forefront as we strive not only to create exceptional buildings but also to foster justice and connection through the spaces we co-create.

DevNW and Ink Built envision a thriving new neighborhood for the Silverton community. The first phase on roughly 2 acres will begin with a multi-family rental development affordable for residents below 60% area median income. Our plan includes 48 units of housing and a community center, spread throughout 6 buildings across the site. There will be a mixture of one, two, and three bedroom apartments. Later phases on the remaining 5 acres of the site could include affordable community land trust homes (single unit detached and townhomes) for homebuyers below 80% area median income, and a cottage cluster designed to help seniors age-in-place in a community setting.

The design we envision focuses on creating community through the built environment, including thoughtful use of community spaces, green space, connectivity to neighboring resources, and the creation of micro-communities through cluster design. While the first phase (and we hope the majority of a future phase) will focus on affordable housing, we are also interested in exploring the inclusion of some market rate units in later phases for a truly mixed income neighborhood.

Together, DevNW and Ink Built offer a unique blend of experience, expertise, and commitment that positions us as ideal partners for the City of Silverton on this transformative project. We eagerly anticipate the opportunity to collaborate with you throughout the development process.

## Primary Point of Contact

Nora Cronin, DevNW  
Director of Real Estate Development  
[nora.cronin@devnw.org](mailto:nora.cronin@devnw.org)  
541-345-7106 x2092



DEVELOPING THRIVING COMMUNITIES

212 Main Street //  
Springfield, OR 97477

528 Cottage St //  
Salem, OR 97301



2808 NE MLK BLVD //  
SUITE G //  
PORTLAND // OR // 97212

[503] 454-6793

**OR WBE|ESB #11068**

# DESIGN - PHASE 1



## PHASE 1

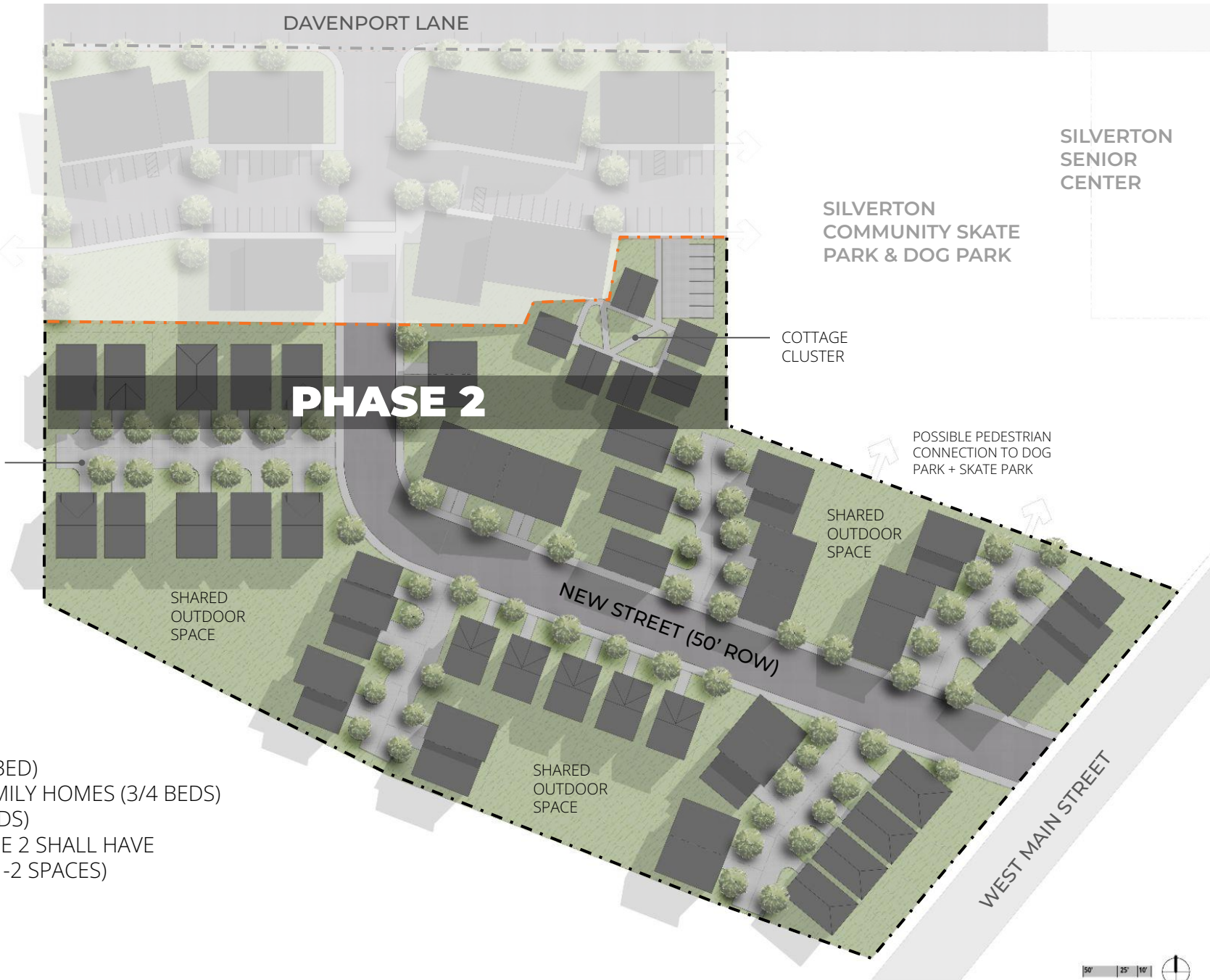
APPROX. 2 ACRES  
 40 - 60 UNITS MAX  
 (30/ACRE PER SB8)

(6) 2- STORY BUILDINGS  
 48 UNITS //

(22) 3 BEDROOM  
 (14) 2 BEDROOM  
 (12) 1 BEDROOM

83 PARKING // (1.7/UNIT)  
 62 SPACES (SURFACE LOT)  
 21 SPACES (ON STREET)

# DESIGN - PHASE 2



**PHASE 2**

## PHASE 2

5.7 ACRES  
110 - 170 UNITS MAX  
(30/ACRE PER SB8)

- 59 UNITS //
- (6) COTTAGE CLUSTERS (1 BED)
- (22) DETACHED SINGLE FAMILY HOMES (3/4 BEDS)
- (33) TOWNHOUSES (2/3 BEDS)
- NOTE: ALL HOMES IN PHASE 2 SHALL HAVE PARKING AT EACH HOME (1-2 SPACES)



# DESIGN - UTILITIES

## DAVENPORT LANE 1/2 STREET IMPROVEMENT



# DESIGN





# DESIGN





# DESIGN





# DESIGN



# PROGRAM

## SUMMARY

Taking advantage of the location adjacent to the Senior Center and Robert Frost Elementary, we envision a mix of generations living in the development community, and have planned a mix of units types: smaller, single story units for seniors (or other 1-2 person households), alongside larger 2-3 bedroom units for families. Based on community engagement, we would also be interested in the demand for 4-bedroom units for multi-generational families.

Our proposal includes 48 units of housing and a community center, spread throughout 6 two-story buildings across the roughly 2 acre site. There will be a mixture of one, two, and three bedroom apartments, along with sufficient parking and ample outdoor spaces.

DevNW will enter into a 60-year covenant with OHCS for their funding sources to keep these units affordable in perpetuity.

## HOUSING DETAILS

Unit Type	# of units	Total # of bedrooms	Sq Ft per unit	Total sq ft	Affordability	Net rent per month
1 bedroom	12	12	640	7,680	60% AMI	\$782
2 bedroom	14	28	960	13,440	60% AMI	\$956
3 bedroom	22	66	1,140	25,080	60% AMI	\$1,116
Community Center			2,000	2,000		
<b>Total</b>	<b>48</b>	<b>106</b>		<b>48,200</b>		



# PROGRAM

## UNIT AMENITIES

Unit amenities will include the following:

- In-unit washer and dryer hookups with appliances included
- Secure bike parking
- Ductless heat pumps for energy efficient heating/cooling
- Energy Star appliances
- Durable and easy-to-clean vinyl plank flooring
- Extra insulation and tight building envelope to provide thermal comfort and energy costs savings
- Three units are ADA-compliant and accessible to people with physical disabilities
- One unit is compliant with hearing and visually impaired regulations



## COMMUNITY SPACE

Our proposed design boasts a 2,000 square foot community center complemented by outdoor space and a nature play area, all designated exclusively for residents. This inviting hub features essential amenities including restrooms, a moderate-sized kitchen, a community room, a manager's office, and ample storage for maintenance, cleaning, and supplies such as folding chairs. This space will be used for facilitating community gatherings, enrichment classes, and other events. Access to this space is provided to residents free of charge and can be scheduled to use for birthday parties or family gatherings.

The community center plays a pivotal role in nurturing a robust resident community. It offers a venue for shared meals, celebrations, and various events, while also serving as a convenient meeting point for residents to connect with service providers, including those from DevNW and other partners, for accessing essential resources.





# PROGRAM

## SHARED/SITE AMENITIES

We envision a neighborhood that offers green space, community gardens, and walking/biking connectivity to the skate park, Senior Center, and Robert Frost Elementary. It will be a shared priority to create inviting community space on the Westfield site, while also fostering easy connections with the rest of the neighborhood. We would work closely with the City to coordinate access to these neighboring sites.

Our site design includes a variety of shared, outdoors spaces that are stitched together with connecting corridors between buildings. These open spaces can be a combination of lawn and nature play areas. Our site design also includes a community garden space and smaller garden spaces woven throughout.

The 2-acre site includes approximately 23,000 SF of open outdoor space and 3,000 SF of stormwater filtration facilities in two areas which can be expanded if required. In the event available open space doesn't allow for large scale, traditional stormwater treatment facilities (or in addition to), we're prepared for and experienced in installation of alternative, compact, engineered treatment equipment that can be installed under roadways and parking facilities.

Our parking plan, including 62 onsite parking spaces and 21 street parking spaces (on the extended Davenport Ln), attempts to minimize the space needed for parking lots while also honoring the reality that many people rely on daily use of cars: commuters to Salem or rural agricultural jobs, seniors with limited mobility, families taking kids to activities, etc.



# PROGRAM

## TARGET POPULATION

DevNW and InkBuilt have collaborated on a deliberately inclusive and community-oriented development, ensuring it caters to residents from diverse backgrounds.

We will provide a range of affordable housing options tailored to different income levels and family sizes. While our initial proposal targets rents affordable at 60% Area Median Income (AMI), we are exploring the addition of vouchers in partnership with the Marion County Housing Authority to accommodate households with fixed incomes or below 30% AMI.

Our design approach prioritizes elements of universal design, trauma-informed design, and cultural sensitivity. This includes creating spaces that are accessible to individuals with varying needs and abilities, fostering welcoming and calming environments, and incorporating architectural features and programming that celebrate diverse cultural identities. Language accessibility will be ensured through multilingual resources.

Throughout the development process, we will actively engage the community for input and employ affirmative marketing strategies to reach a broad audience, including traditionally underserved populations. DevNW will collaborate with community organizations and City staff to ensure the inclusion of underserved populations.

For instance, DevNW has initiated discussions with the Hope and Safety Alliance, serving Marion and Polk counties, to address the need for affordable rental units to support survivors of domestic violence within the new development.

## ENVIRONMENTAL SUSTAINABILITY

Our proposal emphasizes our commitment to environmental sustainability through various strategies aimed at reducing ecological impact and promoting a healthy ecosystem. We are dedicated to pursuing the Path to Net Zero and adhering to Earth Advantage guidelines, seeking certification under their Multifamily Residential program.

The Path to Net Zero focuses on minimizing energy use in buildings and generating the remaining energy needed from renewable sources like solar power. It involves designing energy-efficient buildings with features such as better insulation, efficient appliances, and natural lighting and ventilation. This approach can lead to achieving net-zero carbon emissions.

At the core of our approach is optimizing density to protect valuable land and ecosystems. Our design incorporates energy-efficient features like high-performance building envelopes and HVAC systems, as well as carefully selected materials with recycled content and low toxicity.

Additionally, we will implement water conservation measures and responsible stormwater management to further enhance our environmental stewardship. During construction, strict protocols will be in place to minimize site disturbance and divert recyclable waste from landfills.

Moreover, our infrastructure design will include provisions for future solar energy generation. We will explore incentives in collaboration with local authorities to support this forward-thinking approach.

# PROGRAM

## ART

Community-based art enhances the vibrancy of any residential setting. Leveraging Silverton's commendable commitment to murals, we've engaged with a local artist who has previously contributed to the city's artistic landscape. If selected, we plan to collaborate with additional local artists, fostering a diverse artistic community.

Recognizing the City's interest in both honoring history and embracing diversity, we see an opportunity to commission a mural acknowledging Silverton's indigenous Kalapuya and Molala communities, or honoring former Mayor Stu Rasmussen, the country's first transgender Mayor. Alternatively, a mural depicting "The Old Oak" or the Oregon Gardens could serve as a tribute to Silverton's heritage while engaging contemporary residents.

With our team's expertise in mural installations and knowledge of available grants, we are well-equipped to facilitate these projects. Furthermore, we propose incorporating art and art classes into community spaces, if desired by the future residents, by partnering with local artists and artist associations, thereby fostering creativity and community engagement.





# PRO FORMA

## 2-ACRE SITE

<b>Project Name</b>	Westfield Site
<b>Project Type</b>	New Construction
<b># of Units</b>	48
<b>Street Address</b>	Westfield St & Davenport Ln
<b>City/County/State</b>	Silverton/Marion/OR
<b>Zip Code</b>	97381



Sources & Uses	Amount
<b>Sources</b>	
OHCS GHAP	\$ 600,000
9% LIHTC Funding	\$ 14,236,076
Perm. Loan	\$ 2,100,000
<b>Total Sources:</b>	<b>\$ 16,936,076</b>
<b>Uses</b>	
Acquisition Cost	\$ -
General Costs	\$ 1,566,045
Financing Costs	\$ 1,320,966
Construction Costs	\$ 12,175,072
Reserves & Lease Up	\$ 134,941
Developer Fee	\$ 1,739,052
<b>Total Uses:</b>	<b>\$ 16,936,076</b>

Gap: \$ -

Budget			
	Assumption	Budget	Budget / Unit
			48
<b>Acquisition Cost</b>			
Acquisition Cost	No Cost Land Lease	0	0
<b>Sub Total</b>		<b>0</b>	<b>0</b>
<b>General Costs</b>			
Appraisal		10,000	208
SDC	City SDC Exemption	0	0
Building Permits		384,000	8,000
Review & Inspection Fee		50,000	1,042
Architecture & Engineering	7%	814,545	16,970
Utility Distribution Engineering		100,000	2,083
Survey		30,000	625
Legal		75,000	1,563
Environmental		10,000	208
Utilities		7,500	156
Miscellaneous		5,000	104
Soft Cost Contingency	5%	80,000	1,667
<b>Sub Total</b>		<b>1,566,045</b>	<b>32,626</b>
<b>Financing Costs</b>			
Construction Loan Fee		87,500	1,823
Perm Loan Fee		10,000	208
OHCS Application Charges (9%LIHTC)	9.5%	162,625	3,388
Closing Cost (lender legal, title insurance, recording fees)		75,000	1,563
Construction Interest Exp.		985,841	20,538
<b>Sub Total</b>		<b>1,320,966</b>	<b>27,520</b>
<b>Construction Costs</b>			
Site Development		2,880,000	60,000
Vertical Construction		7,894,400	164,467
Design/Inflation Contingency	8%	861,952	17,957
Construction Contingency	5%	538,720	11,223
<b>Sub Total</b>		<b>12,175,072</b>	<b>253,647</b>
<b>Reserves &amp; Lease Up</b>			
Lease-up Cost		24,000	500
Operating Reserve		110,941	2,311
<b>Sub Total</b>		<b>134,941</b>	<b>2,811</b>
<b>Developer Fee</b>			
Developer Fee	12%	1,739,052	36,230
<b>Total Development Cost</b>		<b>16,936,076</b>	<b>352,835</b>



# DEAL STRUCTURE AND FINANCE

## FUNDING SOURCES

DevNW proposes to finance the initial phase of affordable rental housing through a combination of funding sources. These include 9% Low Income Housing Tax Credits (LIHTC), Oregon Housing and Community Services (OHCS) GHAP grant funds, and a permanent loan using Oregon Affordable Housing Tax Credits (OAHTC). Additionally, our financial projections anticipate contributions from the City of Silverton, including a no-cost land lease, waivers for System Development Charges (SDCs), and property tax exemption.

Although not currently reflected in our proforma, DevNW plans to leverage incentives and rebates offered by the Energy Trust of Oregon for implementing energy-efficient measures, as well as tax credits for the installation of solar energy systems. These funding sources, while non-competitive, align with our commitment to sustainability and affordability.

Furthermore, DevNW has initiated preliminary discussions with the Marion County Housing Authority regarding the potential utilization of Project-Based Housing Vouchers for a portion of the units within this development. Initial indications suggest a favorable outlook, prompting DevNW to collaborate closely with authority staff to explore and potentially implement this option.

## CITY ROLE IN DEVELOPMENT PROCESS

DevNW proposes that the City provide a no-cost land lease and waivers for System Development Charges (SDCs) to facilitate the development of the project. Furthermore, we suggest the City take responsibility for financing and executing the land partition for the initial phase, encompassing approximately 2 acres. We request the City collaborate closely with our design team to ensure the partition line aligns harmoniously with our building and site design objectives, including provisions for desired outdoor space, ample parking, and appropriate building setbacks.

An integral role for the City would involve championing the project and providing steadfast support in engaging with neighbors and community groups. This includes advocating for the project during funding requests and adeptly navigating and potentially expediting City development, land use, and building permit processes.

DevNW has initiated preliminary discussions with Marion County regarding the availability of HOME or Community Development Block Grant (CDBG) funds that could be utilized for this development. Currently, these funds are exclusively allocated for homeownership initiatives by the county. We believe the City could facilitate discussions with the County to explore the possibility of redirecting HOME funds toward rental housing at the Westfield site. Collaboration between the City and County in this regard could unlock additional resources vital for the success of the project.

# DEAL STRUCTURE AND FINANCE

## OWNERSHIP

The first phase of affordable multi-family rental housing will uphold a distinct ownership structure as per the City's request to retain ownership of the land. To honor this request, we propose establishing a separate entity—a Limited Partnership (LP)—to own the rental housing development. Under this arrangement, the City will engage in a 99-year ground lease with the Limited Partnership. Ownership of the LP will primarily be held by the Limited Partner (Tax Credit Investor) at 99.99%, with a minimal 0.01% ownership held by the General Partner (DevNW).

Additionally, DevNW has initiated discussions with the Marion County Housing Authority regarding potential participation as a Special Limited Partner within the ownership structure. This arrangement would grant them a fractional ownership stake in the project, facilitate negotiation for a portion of the developer fee, and enable the project to benefit from property tax exemption. The Housing Authority has shown interest in similar partnerships with other developers for affordable housing initiatives, indicating a promising opportunity for collaboration at the Westfield site.

Should the remaining 5 acres be developed as Community Land Trust (CLT) homes, DevNW anticipates navigating complexities stemming from the City's retention of land ownership. Typically, in the CLT model operated by DevNW, the CLT owns the land and common areas, while homebuyers acquire the homes and pay a lease for the land. The land lease needs to be a renewable 99-year lease, so that the owner's right to the land is never jeopardized. Collaboration with the City will be essential in determining the optimal ownership structure for this segment of the development.

The CLT model being used is innovative in ensuring permanent affordability of these homes in perpetuity. This model incorporates permanent income restrictions and imposes resale price limits, safeguarding long-term affordability. Upon resale, the new sales price is determined by a formula encompassing the homeowner's base price, any "qualified capital improvements" stipulated in the ground lease, and the homeowner's 25% share of the change in appraised value since their purchase.

DevNW employs this model to maintain affordability of CLT homes for subsequent generations of buyers while affording each homeowner to benefit from a portion of the appreciated value. The goal is to ensure these homes remain accessible to families who would otherwise be priced out of the market.

# DEAL STRUCTURE AND FINANCE

## SITE INFRASTRUCTURE

DevNW proposes to pay for site infrastructure (the extension of Davenport Ln and utilities to service the first phase of rental housing) through the combined sources listed in the proforma (9% LIHTC, OHCS GHAP grant funds, and a perm loan).

Another possibility is to apply for CDBG funding just for the Davenport Ln road extension. CDBG triggers prevailing wage rates so we would need to determine if prevailing wage rates would apply to just the road extension costs or if it would apply to the entire housing development. Marion County staff indicated that they typically fund up to \$350,000-\$500,000 in CDBG funds per project.

If the City has access to other funding that can be used for the road extension, DevNW is open to exploring the viability of other sources.



## PREVAILING WAGES

The deal structure presented in our proforma will not require BOLI prevailing wage rates for this development.

If CDBG or other federal funding is used, federal Davis-Bacon wage rates would apply. This could increase the projected construction costs by roughly 10%.





# DEAL STRUCTURE AND FINANCE

## LIKELIHOOD OF FINANCING

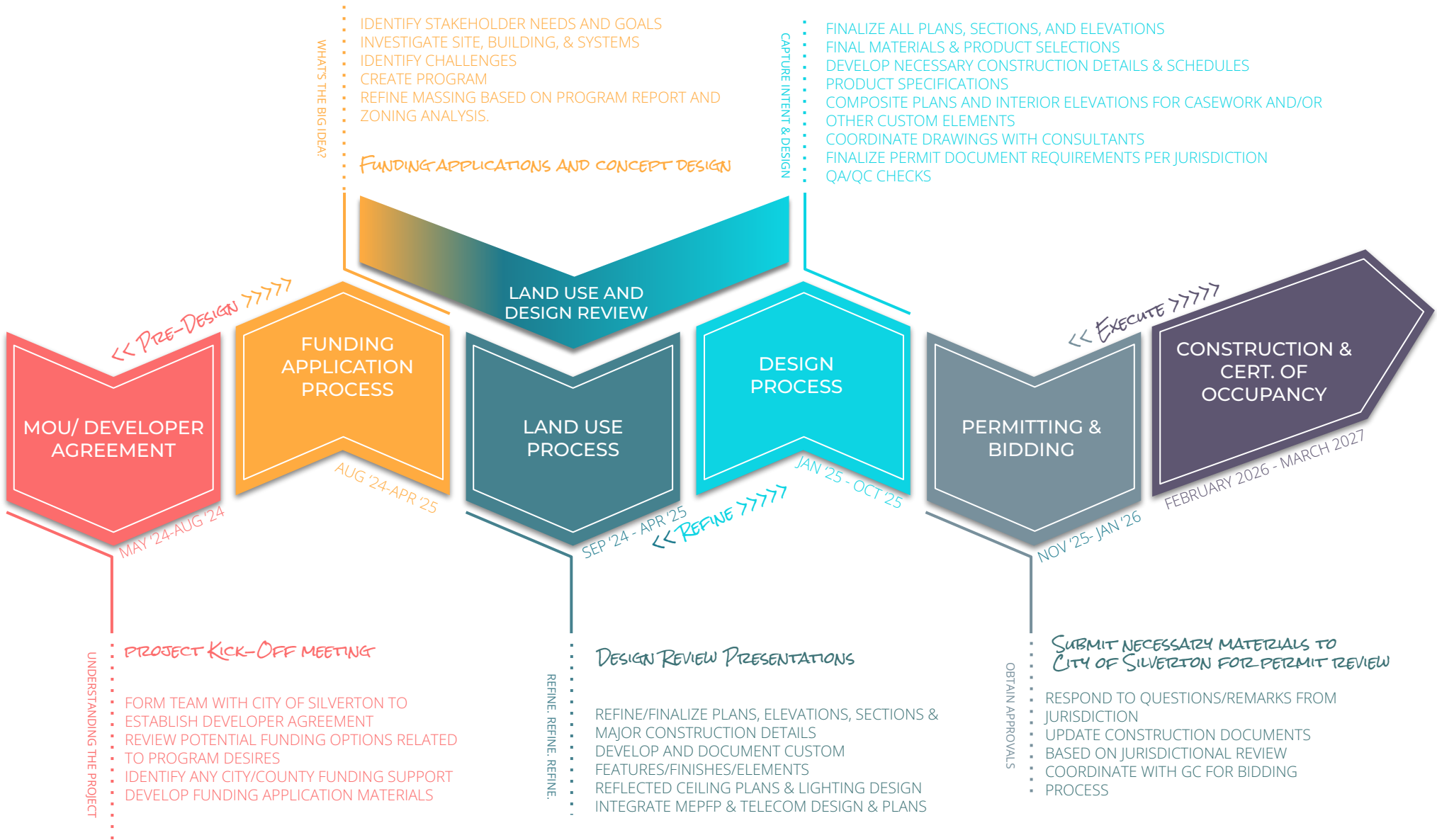
OHCS is introducing a new funding application process in 2024, moving away from the traditional NOFA (Notice of Funding Availability) format confined to a specific time of the year. This innovative approach will involve multiple steps and technical assistance from OHCS staff as we navigate through the development process. The aim is to ensure the financial structure and assumptions are robust, and there is greater amount of surety, as we progress through the stages of development.

Unlike the conventional method of submitting an application and waiting for a year if unsuccessful, this new process offers flexibility. It will be an open-ended procedure, allowing for preliminary funding commitments early on. We can then collaborate with OHCS as we move through our development process and milestones until we secure a final commitment and close on the financing.

Although 9% LIHTC is unavailable in 2024, it is slated to return in 2025. While the scoring criteria will differ in this new application process, we believe, based on the criteria from the 2023 application for 9% LIHTC and our understanding of this new process, that this funding would align well with our project. The main unknown lies in the criteria related to local funding commitments, which OHCS anticipates, particularly from HOME Participating Jurisdictions. This requirement applies to all projects in Marion County, given its allocation of HOME and CDBG funds. We will collaborate with the City, County, and OHCS to ensure the appropriate level and type of funding is secured.

Another potential funding avenue from OHCS could involve utilizing LIFT Rental funding. However, with no 4% LIHTC and Private Activity Bonds currently available to complement LIFT funds, this option appears unlikely. DevNW's financial model projected a significant gap exceeding \$1.5 million when considering LIFT funds from OHCS alone, owing to existing assumptions regarding allowable LIFT subsidies per unit. Should these assumptions or other factors change, the extensive LIFT resources available at OHCS could present a viable funding avenue.

# SCHEDULE AND TIMING



# PUBLIC OUTREACH/ENGAGEMENT PROCESS

## OUR GENERAL APPROACH

Public outreach, engagement, and education are crucial components of any affordable housing development. Here are some general concepts that would guide your approach:

**1. Transparent Communication:** Ensure transparency throughout all stages of the project, from planning to implementation. This includes providing clear information about the goals, timelines, and decision-making processes involved in the development. Maintain open and honest communication with the community, providing regular updates on the progress of the project and addressing any concerns or questions that arise.

**2. Community Engagement:** Actively engage with community members, stakeholders, and local organizations throughout the project, seeking input and feedback at various stages. This could involve holding community meetings, small stakeholder meetings, or establishing advisory committees to ensure that community voices are heard and considered in decision-making. DevNW recognizes the diversity within the community and will tailor outreach strategies to reach different demographics effectively. We will utilize various communication channels, such as social media, local newspapers, and community newsletters, to ensure broad engagement.

**3. Education:** Provide opportunities for education about affordable housing, including the benefits it brings to the community, while addressing common misconceptions and dispelling myths. DevNW would offer information sessions at community meetings to help residents understand the importance of affordable housing and how they can get involved.

**4. Inclusivity and Equity:** Prioritize inclusivity and equity in all outreach efforts, ensuring that marginalized voices and underrepresented communities are heard and valued. Create opportunities for meaningful participation and engagement for all residents, regardless of socioeconomic status.

**5. Collaboration and Partnership:** Forge partnerships with local stakeholders, including government agencies, nonprofit organizations, faith-based groups, and educational institutions, to leverage resources, expertise, and community networks. By working together, we can address the complex challenges of affordable housing development. DevNW has already engaged with several government agencies and community organizations to inform our development proposal thus far. We look forward to continuing to build those relationships and collaborating to ensure that this development meets the needs of the community.

**6. Long-Term Success:** DevNW is dedicated to maintaining meaningful relationships with the community and neighbors throughout the lifespan of the project, fostering trust, and nurturing a sense of shared responsibility for the community's well-being. Being a good neighbor as a developer of affordable housing involves actively engaging with the community, maintaining open communication, collaborating with local organizations, empowering residents, promoting social integration, and sharing resources. This long-term approach ensures the continued success and sustainability of the affordable housing project.



# PUBLIC OUTREACH/ENGAGEMENT PROCESS

## DEVNW AND CITY PARTNERSHIP

DevNW envisions a collaborative approach to outreach, where city officials and staff work alongside our team to engage with residents and stakeholders in meaningful dialogue about the project.

### Prior to Formal Development Agreement:

**1. Initial Discussions:** Seek feedback from city staff and representatives to understand their priorities and concerns regarding our proposal and assumptions of financial commitment. Engage with city planning, permitting, and public works staff to identify development challenges, city processes and timelines, and opportunities for collaboration, especially regarding the Davenport road extension design and construction.

**2. Community Meetings:** Collaborate with the city to organize community meetings or workshops aimed at informing residents about the proposed development. Address questions and concerns raised by community members and gather input to refine the project plan.

**3. Stakeholder Engagement:** Work closely with city staff to identify key stakeholders, including neighborhood associations, business groups, and advocacy organizations. Access city's communication channels, such as newsletters, social media platforms, and community calendars, to promote community meetings and events related to this project. Establish regular communication channels and opportunities for dialogue to ensure diverse perspectives are considered in the planning process.

**4. Feedback Incorporation:** Continuously incorporate feedback received from the city and community into the project design and development plans. Demonstrate flexibility and a willingness to adjust the proposal based on input from stakeholders.

### After Formal Development Agreement:

**1. Public Meetings:** Participate in public meetings if required by the formal development agreement process. Present updates on the project's progress, address any concerns raised by city officials or residents, and provide transparency about next steps.

**2. Regular Progress Updates:** Maintain regular communication with city representatives through progress updates, reports, and meetings. Share milestones achieved, challenges encountered, and strategies for addressing them to keep all parties informed and engaged.

**3. Community Events and Engagements:** Continue to engage with the community through various events and initiatives, such as neighborhood meetings, informational sessions, or volunteer opportunities. Foster a sense of ownership and pride in the project among residents by involving them in its implementation.

**4. Mitigation and Issue Resolution:** Collaborate with the city to address any issues or concerns that arise during the development process, such as zoning challenges, infrastructure needs, or community opposition. Work together to identify solutions and mitigate potential impacts on the project's timeline or budget.

**5. Celebration and Recognition:** Celebrate project milestones and achievements with the city and the community to acknowledge progress and foster positive relationships. Recognize the contributions of city officials, staff, and community members who have supported the project's success.

Working together with the city is critical for the success and acceptance of this affordable housing development.

# OTHER ISSUES: TOP 3 CONCERNS

## 1. SITE CONDITIONS

The site's conditions present significant uncertainties at this stage. If awarded this project, our immediate priority will be to conduct a comprehensive environmental assessment and a thorough geotechnical study. These assessments are vital as they will reveal any hidden conditions that may necessitate mitigation measures. Without a complete understanding of the site's environmental factors, we cannot confidently proceed with development plans.

Furthermore, without the completion of a geotechnical study, our ability to finalize site development costs is constrained. We are cognizant of the prevalence of Columbia River Basalt under Silverton, a factor that has the potential to significantly impact site costs. This emphasizes the critical importance of conducting a thorough geotechnical analysis to accurately estimate project expenses.

Additionally, the absence of a site survey raises concerns about potential unidentified elements such as easements and topographic constraints. Without this essential information, we acknowledge the possibility of encountering unforeseen obstacles during the development process.

## 2. SITE INFRASTRUCTURE

Connectivity to public and franchise utilities will require creativity and cooperation between DevNW and the City. We recognize the necessity of establishing a Lift Station and forced main sanitary sewer installation to meet the recommended sewer tap connection requirements to existing infrastructure at Main/Davenport. Plans entail extending electrical service and franchise utilities to Davenport Dr to cater to Phase 1 requirements. Additionally, the management of treated Stormwater will involve routing it through the land earmarked for Phase 2 development, linking it with the current stormwater infrastructure on Main St. Thoughtful consideration for the future volume of Stormwater generated during Phase 2 development must be factored into the Phase 1 installation to facilitate straightforward future connections to the installed stormwater conveyance system.

Ensuring vehicular and emergency vehicle access demands close cooperation between DevNW and Traffic Control/Local Fire Department. The Fire Department turnaround has been incorporated into the parking area in the Phase 1 conceptual design. However, provision for a secondary emergency access may be warranted, potentially connecting to Main St at the southeastern corner of the

property designated for Phase 2 development. The location of this access point, if not constrained to a specific spot, could significantly impact later phases of development. Thus, careful consideration is necessary to ensure seamless integration with the overall development plan.

Building upon the precedent established by the partial extension to Davenport Dr, DevNW proposes to continue the half-street improvement of Davenport, extending it to the northwest corner of the development. If the City requires a full street improvement, we would work with the City to see if additional local funding would be available to help with that increase in infrastructure costs.

## 3. POTENTIAL WETLANDS

We are concerned about potential costs linked to wetland mitigation if DSL approval is not received. Our design adjustments were made assuming a positive review from DSL, indicating no wetlands on site. If the DSL review isn't favorable, it's likely site density would decrease, or we would need to incur extra expenses for wetland mitigation, provided suitable off-site wetlands are available for credits.



The **quality of relationships** we build with the people we serve is fundamental to the quality of design we provide.

Restoring **equity** and broadening **affordability** in the housing system is our key mission and focus, and we're working to challenge the conventions that prevent the fundamental changes our communities need.

We've designed our practice around this goal, tailoring everything we do to improve **cost efficiency**, enrich **design quality**, and maximize **health, joy and livability** for the individuals and families who call our projects home.

We don't just talk collaboration, we **actively empower** residents, citizens, policy makers, owners, contractors, students, and advocates to help us make design better, **restoring community and the planet** we share.

We love the challenge of affordable housing, and the opportunity it gives us to **stretch creativity** discovering better solutions with **bigger impact**.





CITY OF SILVERTON RFQ  
WESTFIELD SITE

December 12, 2023

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# INTRODUCTORY LETTER





# HACIENDA

COMMUNITY DEVELOPMENT CORP.

**Date:**

December 12, 2023

**To the Attention of:**

Jason Gottgetreu  
Community Development Director  
City of Silverton  
306 S Water Street  
Silverton, OR 97381

Jgottgetreu@Silverton.or.us

**RFQ Title:**

City of Silverton  
Request for Qualifications  
Westfield Site Development

**Primary Contact:**

Maryam Bolouri  
Director of Real Estate Development  
Hacienda CDC  
6700 NE Killingsworth St.  
Portland, OR 97218

mbolouri@haciendacdc.org

503-735-5519

Dear Jason,

Hacienda CDC is pleased to respond to the Request for Qualifications for the Westfield Site Development. We appreciate the opportunity to respond with an innovative and community-minded team to partner in a vision for a community that has the potential to help generations of families access affordable housing in the City of Silverton. Hacienda's unique perspective as a culturally specific affordable housing developer with over 30 years of experience delivering culturally responsive services prepares us to successfully implement the vision and goals expressed by the City of Silverton for this development opportunity.

Our vision will build on the City's vision to create a community-centered "village" that maximizes the density of units for affordable rental housing without sacrificing quality or safety while providing ample outdoor spaces to serve the residents and the neighborhood. We envision a multi-generational community that includes a significant number of units that are accessible or adaptable to people with various abilities. We will seek to provide affordable housing to households at 60% AMI and below. While we envision a rental housing development, we are optimistic that the industry and market will soon support owner-occupied housing.

Most importantly, our vision advances Hacienda's model of Equitable Development and Environmental and Racial Justice, incorporating family-sized units and sustainability features, including an all-electric building served by solar-powered energy.

Our priorities and values for this project are driven by the expectation that outcomes from development **must** be responsive to underserved populations, underrepresented voices, and vulnerable groups first.

Our development team includes Colas Construction, known for their commitment to quality, equity, and environmentally responsible construction practices; Salazar Architect, providing extensive experience of design methods and sustainable practices focused on the well-being of affordable housing communities. As you will see in our portfolio of work, we are a tested and reliable team, with a strong history of designing accessible housing for, and with, the local community.

We firmly believe our team's track record of housing and resident services for Latino, immigrants, people of color, and low-income households through our community-led approach to placemaking aligns with the City's goals for the Westfield site. We look forward to a synergetic partnership to implement this inclusionary vision.

Please do not hesitate to reach out to Maryam at mbolouri@haciendacdc.org or mevatvefonseca@haciendacdc.org if you have any questions.

Muchas Gracias,



**Ernesto Fonseca, PhD**  
Chief Executive Officer

# PROJECT VISION & APPROACH





## PROJECT VISION & APPROACH

Hacienda CDC (Hacienda), Oregon's largest Latino-led, Latino-serving housing organization, is excited at the prospect of proposing a community development for the City of Silverton. Given the opportunity to participate in a shortlist for design studies, you will find that our proposal will embody Hacienda's model for equitable development and environmental and racial justice. Our team's interest in this project is driven by our passion and values that affordable housing developments should be accessible to everyone, everywhere, and must be responsive to underserved populations, underrepresented voices, and vulnerable groups first. This is why a people-centered design approach is the heart of our developmental process. **Our development team knows that we can only co-create successful solutions when they are deeply informed from, and with, the community.**

Our vision for what we seek to build with the community on this site would be two-story, garden style, 100% affordable housing apartments designed to serve families with an emphasis on communities of color at 60% and 30% AMI. Informed by universal design principles and trauma informed design, our aspiration is that these buildings will provide varying and accessible places for gathering including, open and covered seating, public and private greenspaces, a nature-based playground, and community gardens. In addition to affordable housing and greenspaces, we'll plan for this development to include several community functions including offices for management, residents, and supportive services, along with a community room fit with a kitchen to gather and host life-enriching workshops. Through an active community engagement cycle, the community will provide valuable input in the building's final naming, along with the amenities, design, and programs and services.

We understand this development is a new endeavor for the City of Silverton, and we have assembled a team of experienced professionals dedicated to affordable housing. We've worked throughout the State of Oregon and have created strong, committed relationships with public partners to provide a network of support for the communities we serve. Our team aspires to bring robust engagement with the people of Silverton – this may include opportunities to educate the public about affordable housing, easing community concerns, and garnering support for project overall. Furthermore, our team values the goals the City has set, aspiring to increase community-wide connectivity for Multi-Modal use, to foster placemaking by enhancing public green spaces, and to elevate the communication between the City and its constituents. Our first step to build a partnership with the City will be to establish, together, guiding principles for this project which we can use to guide a unified vision for the development while creating tangible performance metrics to measure the success of this development.

### RESIDENT SERVICES

Hacienda is proud to stand out from other developers in that we uniquely provide resident services to the communities we develop in-house. Our Resident Services Team can deliver a suite of programs to build on the residents' strengths to help them achieve their goals and even dreams. Our Resident Services Coordinators are key to connecting residents to Hacienda's programs. Building relationships with families and their needs allows for warm introductions to program staff and helps residents enroll.

Hacienda's Programs include:

**EXPRESIONES.** Hacienda offers out-of-school programming in six residential communities for youth in grades K-8. Students receive academic tutoring and access to enrichment opportunities. Parent engagement is another pillar of the program model, and we facilitate connections between parents and the schools and offer leadership opportunities for parents to volunteer with the program.

**SEMBRANDO SEMILLITAS.** Hacienda's early childhood education program brings certified parent educators into the homes of families with children aged 0-5. Our Early Childhood Educators empower parents to learn about their child's development, help screen for any developmental delays, connect parents with resources available to them in the community, and empower them to meet their child's needs as they grow and prepare to enter school.

**LEARNING CENTERS.** Hacienda's Learning Centers in Portland coordinates programming to advance skills in digital literacy, workforce readiness, and STEM education, from middle school through adulthood. Programming includes courses, summer academies for students, and workshops for family members and the broader community.



# DEVELOPMENT TEAM & KEY STAFF RESUMES



## DEVELOPMENT TEAM

Hacienda CDC will lead this development. We assembled a mission-oriented, synergetic, and invested team to partner with the City of Silverton. Our team includes: Salazar Architect, a minority-owned, equity-driven architecture firm that brings quality design with a strong emphasis on community engagement; Colas Construction, a minority-led seasoned general contractor with decades of affordable housing experience and a strong track-record of MWESB participation. Together, with the City, we hope to build upon this team to partner with a trusted property manager firm dedicated to quality management and outstanding service to the community.

### BENEFITS OF CHOOSING THIS TEAM

Hacienda has carefully selected a multifaceted team that can address, through diverse and complementary skillsets, the vision that City of Silverton has expressed in this request for qualifications together with its Comprehensive Plan, Housing Strategy, Housing Needs Analysis, and Parks and Recreation Master Plan. These will be our guiding principles and a compass to inform our approach.

Our responsiveness begins with attention to the City of Silverton's RFQ and Housing Strategy, followed by our people, who are committed to affordable housing development that is innovative, sustainable, and equitable. Here's why we think we are uniquely qualified to realize the project's goals:

- Our understanding of racial equity, environmental justice, and equitable developments is personal. Our lived experiences ground us.
- We build lasting partnerships with the community and are committed to improving the social and economic situations of the communities we serve long after projects are built.
- Our process is intersectional with social, environmental, and equitable issues, and is community centered.
- Our design process includes neighborhood and community engagement with touchpoints throughout predevelopment and construction to listen, inform, and engage the community as stakeholders in the development.
- We are transparent, credible, and trusted by the community to deliver affordable housing as a catalyst for positive outcomes in the community.

### QUALITIES FOR SUCCESSFUL NEW AFFORDABLE HOUSING

#### OUTDOOR ENVIRONMENT

Our commitment to providing a vibrant and restorative outdoor environment is reflected in both recently completed project experience, like Las Adelitas, and our vision for other communities like Las Flores. It will be further grounded by our partnerships with design professionals as an integrated design team, which includes landscape architects with active and passive parks experience throughout Oregon.

#### SERVICES

Hacienda, driven by a mission of equity and positive long-term outcomes, is both a developer and service provider. Our partnerships and services manifest our philosophy brought to life. We don't just provide services; we work with the community to develop programs to support their specific needs.

#### BUILDING DESIGN

Our building design is centered in Salazar Architect's specialized talent in affordable housing, in partnership with construction expertise and project management acumen of Colas Construction. Hacienda will lead the people-first development with deep engagement from the community.

#### MANAGEMENT AND COMMUNITY

Hacienda has a successful and proven relationship with rural communities, and a collaborative history of equitable, low-barrier management. Hacienda, as the resident services provider, works to support the long-term success of programs and the people they serve.

## QUALITIES FOR A SUCCESSFUL DEVELOPER

### EQUITABLE

Hacienda personally understands the needs of marginalized people being an organization that is Latino-led and made up of 93% bilingual and bicultural staff. Our lived experience grounds and motivates us for racial and sustainable justice.

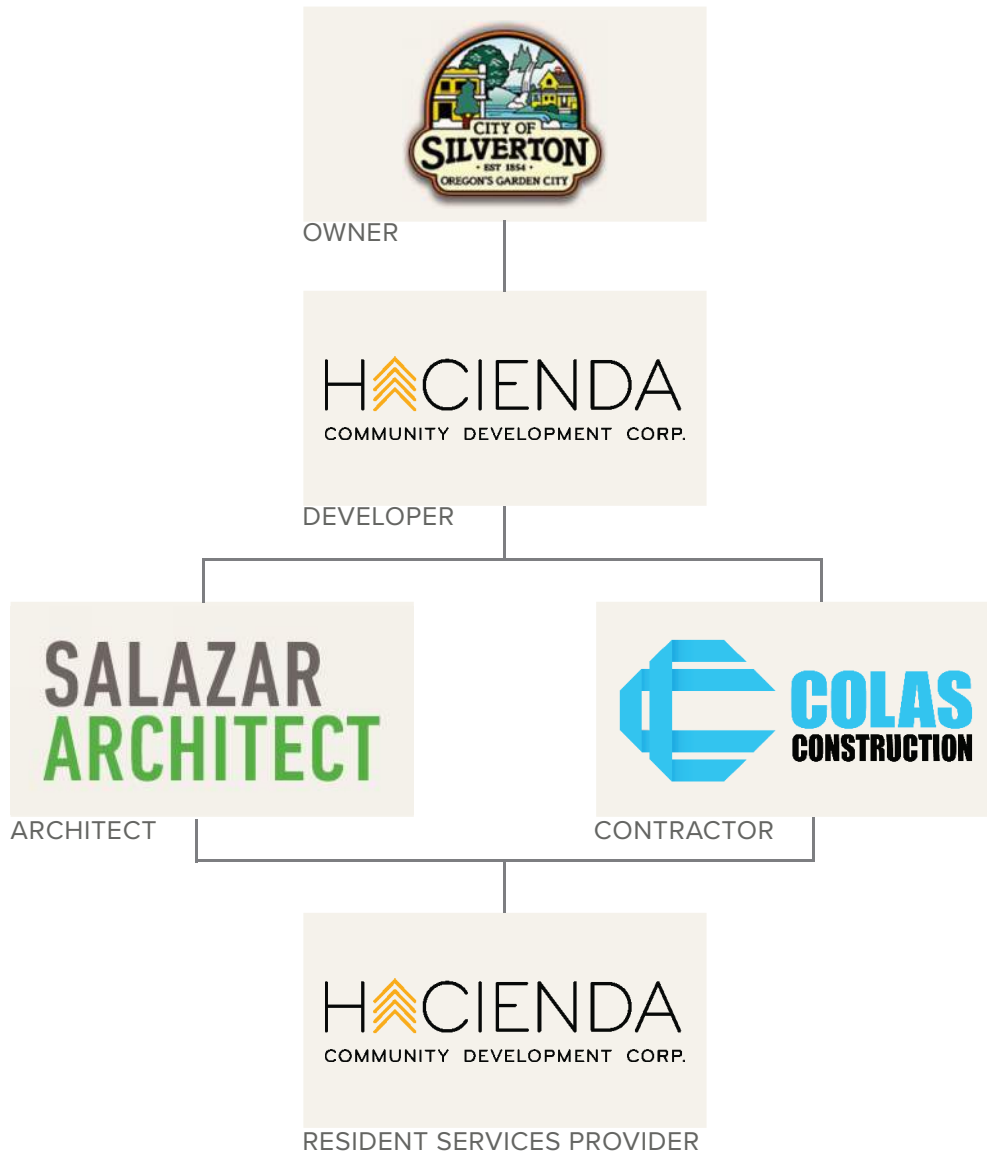
### COLLABORATIVE

Collaboration is the key to Hacienda's success as shown in our project experience. From lenders, contractors, and design professionals to the residents that call our communities their home, we work to set new benchmarks in the industry. Our partnerships and letters of support showcase this strength.

### LONG-TERM FOCUSED

Hacienda doesn't just develop buildings, we create and empower communities. When we serve a community, we set roots with partners and community members to foster thriving and resilient communities. We are here to stay!

## DEVELOPMENT TEAM ORGANIZATIONAL CHART







## ERNESTO FONSECA, PHD

Chief Executive Officer

Ernesto has been an architect, houser, and community developer for over 20 years, starting his career in construction and multi-family housing in Mexico. He has worked in affordable housing development since 2006, moving to construction administration in 2009, overseeing multi-family projects ranging from 6 to 64 units before coming to Hacienda. Ernesto provides leadership, oversight, and guidance in all of Hacienda's affordable housing development projects. His 15 years of experience in development finance, due diligence, and construction contract administration, have resulted in over 1,000 units of affordable housing.

**PROJECT ROLE:**

Executive Project Sponsor. Monitors the project's overall objectives, success, and people involved in the project. Communicates with stakeholders as needed.



YEARS AT HACIENDA  
**6**

YEARS IN REAL ESTATE DEVELOPMENT  
**20**

EDUCATION  
**DOCTORATE IN ENVIRONMENTAL DESIGN & PLANNING, HOUSING &**

**ENVIRONMENTAL HEALTH, ARIZONA STATE UNIVERSITY**

AFFILIATIONS  
**ENERGY TRUST OF OREGON BOARD OF DIRECTORS (2018-PRESENT)**

**HOUSING OREGON, BOARD OF DIRECTORS (2017-PRESENT)**



Las Adelitas

- Ernesto's key strength is in his visionary leadership. He leads with clear visions for others to work towards common goals and objectives.
- His synergetic approach to affordable housing sets him as a trailblazer for policy and social change.
- Ernesto is deeply mission driven and believes in the power of social enterprise to bring increased investment into breaking cycles of poverty.

PROJECT EXPERIENCE

**Las Adelitas**  
Portland, OR  
Affordable Family Housing & PSH  
141 Apartments/ 4-Story  
Suburban Site / Elevator Served  
Public-Private Partnership

**Rockwood Village**  
Gresham, OR Affordable  
Affordable Family Housing  
224 Apartments / 4-Story  
Suburban Site/ Elevator Served  
Co-Development

**Las Flores**  
Oregon City, OR  
Affordable Family Housing  
171 Apartments / 3-Story  
Suburban Site/ Walk-up Served  
Community Engagement



## MARYAM BOLOURI, PHD

Director of Real Estate Development & Asset Management

Maryam has more than 25 years' experience in operations, finance, facility management, affordable housing, and real estate. She has served as CFO and CEO of non-profit organizations in California managing \$46 million revenue and 175 staff. She served as owner's representative on several affordable housing projects in the Portland region: new construction of 171 LIHTC units, rehabilitation of 72 HUD units, year 15 exits of 5 LIHTC properties, and rehabilitation of a 14-unit supported housing project. In addition, Maryam managed an asset portfolio of \$105 in million affordable housing (771 units over 50 properties). She demonstrates exceptional and committed leadership with an ability to quickly identify issues, implement solutions, and build and manage teams to be successful under stressful conditions with tight deadlines.

### PROJECT ROLE:

Project Director. Oversees project managers in areas of quality management, performance, reporting, and budgeting. Manages risks and team resources and communicates with stakeholders.

YEARS  
AT HACIENDA  
2

YEARS IN  
REAL ESTATE  
INDUSTRY  
21

EDUCATION  
**PH.D IN STATISTICS AND  
OPERATIONS RESEARCH,  
UNIVERSITY OF OREGON**

AFFILIATIONS  
**MULTNOMAH ATHLETIC FOUNDATION  
TREASURER (2022 - PRESENT)**

**CASCADIA BEHAVIORAL HEALTH  
BOARD TREASURER (2022)**



Rockwood Village

- Maryam's key strength is risk management through which she has successfully implemented strategies to meet evolving challenges and opportunities of various projects.
- Exceptional in her ability to delegate tasks appropriately, while adapting to change with resilience.
- Highly effective finance, facility, and real estate professional responsible for a \$165 million portfolio of multi-family and single-family affordable housing.

### PROJECT EXPERIENCE

#### Rockwood Village

Gresham, OR Affordable  
Affordable Family Housing  
224 Apartments / 4-Story  
Suburban Site/ Elevator Served  
Co-Development

#### Las Adelitas

Portland, OR  
Affordable Family Housing & PSH  
141 Apartments/ 4-Story  
Suburban Site / Elevator Served  
Public-Private Partnership

#### Las Flores

Oregon City, OR  
Affordable Family Housing  
171 Apartments / 3-Story  
Suburban Site/ Walk-up Served  
Community Engagement



## KEVIN CHAVEZ, ASSOC. AIA

Real Estate Development Project Manager

Kevin has a master’s in architecture with 8 years’ experience in the architecture engineering and construction industry. Kevin thrives when working on complex and multifaceted projects, as demonstrated by his involvement in the Las Adelitas buildings, a 142-unit multifamily project completed in NE Portland’s Cully neighborhood. Kevin cares deeply about team dynamic and brings the patience and perseverance needed to manage any project successfully—from collaborating with consultants and public agencies to coordinating with contractors in the field to navigating involved stakeholder processes. He currently oversees new construction, rehab, and renovations projects.

### PROJECT ROLE:

Project Manager. Responsible for reporting on progress to the Project Director and stakeholder liaisons or their representatives. Project manager will lead and manage consultants, design professionals, and contractor partners. As a team, the project manager monitors budget and service partners.

YEARS  
AT HACIENDA  
2

YEARS IN  
PROFESSION  
8

EDUCATION  
**MASTERS OF ARCHITECTURE,  
PORTLAND STATE  
UNIVERSITY SCHOOL OF  
ARCHITECTURE**

AFFILIATIONS  
**ASSOCIATE AIA (2017-PRESENT)**  
**SCAPPOOSE GRABHORN PARK  
AD HOC COMMISSION (2021-PRESENT)**



Las Adelitas

- Kevin’s key strength is strategic thinking, and the ability to align the development team’s efforts with broader organizational and stakeholder goals for long term success.
- Kevin approaches conflict resolution head on and proactively seeks constructive resolutions that promote collaboration and maintain development team dynamics.
- Excels in clear and concise communication ensuring expectations are understood and goals are met.

### PROJECT EXPERIENCE

**Las Adelitas**  
Portland, OR  
Affordable Family Housing & PSH  
141 Apartments/ 4-Story  
Suburban Site / Elevator Served  
Public-Private Partnership

**Miraflores**  
Portland, OR  
Affordable Family Housing  
32 apartments/ 3-story  
Suburban Site / Walk-up Served  
Public Plaza / Event Space

**Plaza Los Robles**  
Molalla, OR  
Workforce Housing  
24 Apartments/ 2-Story  
Rural Site / Ground Floor Accessible  
Public Park / Event Space





## ERIKA HERNANDEZ

Director of Youth and Family Services

Joined Hacienda CDC in 2021 and has over 12 years of experience in wrap-around services, early childhood, youth development, and family engagement programs. She is a facilitator of stakeholders and school systems collaborating to support positive outcomes for youth and their families. Erika attended 11 schools before landing in and graduating from Lake Oswego High School in 2007. She experienced challenges accessing support for higher education, was criticized by school counselors for considering community college, and witnessed racism and bias from peers and staff towards fellow BIPOC friends and students with exceptional needs. She is a bilingual and bicultural Latina who brings popular education and cultural wealth models to program and project design.

### PROJECT ROLE:

Project Director for Resident Services. Responsible for leading and monitoring community engagement activities and leading project service partners. Manages team resources of Youth and Family Services. Communicates with stakeholders through project manager.

YEARS  
AT HACIENDA  
3

YEARS IN  
SOCIAL SERVICES  
12

EDUCATION  
**MAGNA CUM LAUDE BACHELOR  
OF ARTS IN INTERNATIONAL  
STUDIES AND LATIN AMERICAN  
STUDIES**

AFFILIATIONS  
**OREGON COALITION AGAINST  
DOMESTIC & SEXUAL VIOLENCE**  
  
**TRAUMA INFORMED OREGON**



Vista De Rosas

- Erika’s key strength is empathy, which she passionately uses to understand and meet the needs of her team and the community which she serves.
- Deeply mission driven, she builds resilient communities through her work to provide community specific supportive services.

### PROJECT EXPERIENCE

#### Las Adelitas

Portland, OR  
Affordable Family Housing & PSH  
141 Apartments/ 4-Story  
Suburban Site / Elevator Served  
Public-Private Partnership

#### Rockwood Village

Gresham, OR Affordable  
Affordable Family Housing  
224 Apartments / 4-Story  
Suburban Site/ Elevator Served  
Co-Development

#### Vista de Rosas

Portland, OR  
Affordable Family Housing  
25 Apartments / 2-Story  
Suburban Site/ Walk-up Served



## ALEX SALAZAR, NOMA, AIA

Founding Principal

Alex Salazar’s career-long focus linking architecture to community organizing serves as the foundation for his work. His background includes organizing for tenant’s rights, advocating for the unhoused, and 25 years of experience in community planning, engagement, and affordable housing design. He leads every project with a “community first” and culturally responsive approach to engagement, design, and development strategy. He currently serves nationally on the American Institute of Architects Housing & Community Development (HCD) Knowledge Community.

## SALAZAR ARCHITECT

YEARS AT SALAZAR ARCHITECT  
15

YEARS IN PROFESSION  
25

EDUCATION  
**MASTERS OF ARCHITECTURE,  
UNIVERSITY OF CALIFORNIA  
BERKELEY**

AFFILIATIONS  
**AIA, NOMA**

**REGISTERED ARCHITECT: OREGON,  
WASHINGTON, CALIFORNIA**



Las Adelitas



Community Engagement

### PROJECT EXPERIENCE

#### Las Adelitas

Portland, OR  
Affordable Family Housing & PSH  
141 Apartments/ 4-Story  
Community Engagement  
Public Plaza / Event Space

#### Las Flores

Oregon City, OR  
Affordable Family Housing  
171 Apartments / 3-Story  
Suburban Site/  
Community Engagement

#### Elmonica Station

Beaverton, OR  
Affordable Multi-Generational  
Family Housing  
81 Apartments / 4- Story  
Transit-adjacent / Culturally Specific  
Community engagement

#### Goldcrest

Beaverton, OR  
Affordable Family Housing & PSH  
75 Apartments / 4-Story  
Suburban Site

#### Fourth Plain Commons

Vancouver, WA  
Affordable Family Housing  
107 apartments / 5-story  
Mixed Use / Public Plaza



## JENNIFER NYE, AIA, LEED AP BP+C

Managing Director, Pacific Northwest

Jennifer has over 24 years of experience, exceptional architectural skill, and a diversity of project experience that ranges from multi-family residences to complex commercial and institutional projects. As a LEED Accredited Professional, Jennifer has practical knowledge and hands-on experience with sustainable building materials and practices, striving to integrate high-performance, innovation, energy-efficiency, and design excellence into her projects. Jennifer volunteers on the Beaverton Planning Commission, Portland’s Building Code Board of Appeals, and Beaverton’s Urban Renewal Advisory Committee.



YEARS AT SALAZAR ARCHIECTS  
5

YEARS IN PROFESSION  
24+

EDUCATION  
BACHELOR OF ARCHITECTURE,  
UNIVERSITY OF OREGON

AFFILIATIONS  
AIA, LEED AP

REGISTERED ARCHITECT:  
OR, WA, AZ, CO, ID, UT



Fourth Plain Commons



Community Engagement

### PROJECT EXPERIENCE

#### Las Adelitas

Portland, OR  
Affordable Family Housing & PSH  
141 Apartments/ 4-Story  
Community Engagement  
Public Plaza / Event Space

#### Las Flores

Oregon City, OR  
Affordable Family Housing  
171 Apartments / 3-Story  
Suburban Site/ Community Engagement

#### M. Carter Commons

Portland, OR  
Affordable senior housing  
63 Apartments / 5-Story  
N/NE Preference Policy

#### Elmonica Station

Beaverton, OR  
Affordable Multi-gen Family Housing  
81 Apartments / 4- Story  
Transit-adjacent / Culturally Specific  
Community Engagement

#### Goldcrest

Beaverton, OR  
Affordable Family Housing & PSH  
75 Apartments / 4-Story  
Suburban Site

#### Fourth Plain Commons

Vancouver, WA  
Affordable Family Housing  
107 Apartments / 5-Story  
Mixed Use / Public Plaza





## DARIIA VERNYGORA

Architect's Project Manager

Daria has extensive experience in affordable and market rate multifamily housing, educational facilities, and commercial developments in the U.S., Germany, and Ukraine. She cares deeply about sustainability in architecture and is a leader of our Sustainable Design Lab, where she focuses on energy efficiency, carbon reduction, and incorporating environmental justice principles into our projects. Daria is passionate about creative designs and technological innovations that advance buildings toward being more sustainable and healthy for building users.

## SALAZAR ARCHITECT

YEARS AT SALAZAR ARCHITECT

5

YEARS IN PROFESSION

10

EDUCATION

**MASTERS OF ARCHITECTURE, KYIV NATIONAL UNIVERSITY OF CONSTRUCTION & ARCHITECTURE, UKRAINE**

**MASTERS OF ARCHITECTURE, ANHALT UNIVERSITY OF APPLIED SCIENCES, GERMANY**



Elmonica Station



Community Engagement

### PROJECT EXPERIENCE

#### Las Adelitas

Portland, OR  
Affordable Family Housing & PSH  
141 apartments / 4-story  
Community Engagement  
Public Plaza / Event Space

#### M. Carter Commons

Portland, OR  
Affordable senior housing  
63 apartments / 5-story  
N/NE Preference Policy

#### Elmonica Station

Beaverton, OR  
Affordable Multi-gen Family Housing  
81 Apartments / 4-Story  
Transit-adjacent / Culturally Specific  
Community Engagement

#### Heirloom Apartments

Clackamas County, OR  
Market rate housing / 10 Buildings  
286 Apartments / 3-Story Buildings  
Suburban Site

#### Aldercrest

Gresham, OR  
Occupied renovation of 68  
apartments / 17 two-story walkups  
New community building

#### Dahlke Manor

Portland, OR  
Occupied renovation of 115  
apartments / 9-story  
Parking/site reconfiguration, interior  
renovation of common spaces



## CHRISTINA KWIECIENSKI

Architectural Designer

Christina's 10+ years of experience includes affordable and market rate multifamily housing, commercial tenant improvements, and site-sensitive work for the National Parks Service. She values our strong sense of shared mission at Salazar, and is committed to serving communities that often don't have access to design. Christina is a strong advocate for equity, diversity, and inclusion in the profession and an active participant in Salazar's equity and social responsibility initiatives.



YEARS AT SALAZAR ARCHITECT  
**4**

YEARS IN PROFESSION  
**10+**

EDUCATION  
**BACHELOR OF ARCHITECTURE, UNIVERSITY OF TEXAS**



Las Flores



Community Engagement

### PROJECT EXPERIENCE

#### Las Flores

Oregon City, OR  
Affordable Family Housing  
171 Apartments / 3-Story  
Suburban Site/ Community  
Engagement

#### Mutual Housing on the Boulevard

Sacramento, CA  
Affordable PSH  
127 apartments / 3-story walkups  
Mixed Use

#### Elmonica Station

Beaverton, OR  
Affordable Multi-gen Family Housing  
81 Apartments / 4- Story  
Transit-adjacent / Culturally Specific  
Community Engagement

#### Fourth Plain Commons

Vancouver, WA  
Affordable Family Housing  
107 apartments / 5-story  
Mixed Use / Public Plaza





## ANDREW COLAS

Colas Construction President & CEO

Andrew is driven by a collaborative and results-oriented focus; his extensive knowledge of development in the commercial construction industry is evident with an established history of long-term contracting relationships, strong outcomes for equity, and over twenty years of delivering complex projects. He will engage at each level, providing Executive Oversight. Andrew is the co-founder of the Black Business Association of Oregon (BBAO), and serves on the Board of Directors for BBAO, the National Association of Minority Contractors (NAMC), NAMC-Oregon, New Avenues for Youth, and the Portland Business Alliance.



YEARS AT COLAS  
22

YEARS IN CONSTRUCTION  
25

EDUCATION  
**BS BUSINESS  
MANAGEMENT,  
UNIVERSITY OF OREGON**

AFFILIATIONS  
**NAMC-OR, AGC**

**DESIGN BUILD INSTITUTE  
OF AMERICA**



Garlington Campus

- Key Strength to build effective, strong teams and manage them to their full potential
- Dynamic leadership promotes positive engagement for shared success between owners, developers, and project teams
- Dedicated to community activism rooted from his experience, born and raised in NE Portland- since 1999, he has consistently promoted investments and job creation for underserved populations through his role at COLAS

### PROJECT EXPERIENCE

#### **Garlington Campus** Cascadia Health, Portland, OR

A 4-story building of 42,000 SF sits adjacent to another that is 25,000 SF on a 1.5-acre site. The campus, comprises two buildings; one a health clinic and the other, an affordable apartment complex with 52 units of 1, 2, and 3-bedrooms homes for residents earning 30% - 60% AMI. Amenities include bioswale drainage systems, solar shades, bike storage, and community meeting rooms.

The resident population includes formerly houseless Veterans, patients in critical need, and low income community members, families, and individuals. Both developments, Garlington Health Center and Garlington Place Apartments are named after the late Rev. Dr. John W. Garlington, Jr., a prominent leader and advocate for the African American community in Portland. The project achieved Earth Advantage Platinum and 36% MWESB utilization.

#### **South Cooper Mountain** Wishcamper, Beaverton, OR

#### **Goldcrest** BRIDGE Housing, Beaverton, OR

#### **Centennial Place** Cascadia Health, Portland, OR

#### **King + Parks** PCRI, Portland, OR

#### **The Aurora** Our Just Future, Portland, OR

#### **The Songbird** BRIDGE Housing, Portland, OR





## MARC-DANIEL DOMOND

Colas Construction Vice President, Operations

As a Project Executive, Marc-Daniel brings a multi-faceted approach and delivers steadfast goal-focused management implementing executive oversight the overall implementation and execution of projects. His record of success in all phases of construction is based in his fortitude and strategy to achieve the project's goals. Marc-Daniel works closely with project teams and oversees the master schedule ensuring financial objectives are met. His leadership, expertise, and proficiency in complex projects of large-scale; brings accurate detail with an executive level of attention for engagement with purpose for developer and ownership teams.



YEARS AT COLAS  
20

YEARS IN CONSTRUCTION  
22

EDUCATION  
**BS BUSINESS FINANCE,  
UNIVERSITY OF OREGON**

AFFILIATIONS  
**NAMC-OR, AGC**



3000 Powell

- Key Strengths serve complex projects of large-scale; specifically in education, healthcare, and affordable housing with accurate detail
- Engagement with purpose for developer and ownership teams
- Driven by impact to our youth to become future leaders with a focus on building interest in the construction sector
- Co-founder and Chair of The Blueprint Foundation

### PROJECT EXPERIENCE

#### 3000 Powell

Home Forward, Portland, OR

Recipient of the 2021 Portland Design Commission, Design Excellence Award, this project stands as a transformative affordable housing project, featuring 206 units thoughtfully designed for families residing in SE Portland. The ground floor of the building, though primarily constructed with cost-efficient wood framing, boasts increased height to accommodate loft units that open up to courtyards

and lush landscaping areas, providing ample room for community spaces, fostering engagement and vitality.

A 138,000 SF, four-story wood-framed building with an innovative X-shaped design is set to redefine the concept of urban living with a total of 206 thoughtfully designed affordable housing units: 123 studios, 18 one-bedroom, 59 two-bedrooms, and 6 three-bedroom units.

#### The Aurora

PCRI, Portland, OR

#### South Cooper Mountain

Wishcamper, Beaverton, OR

#### Goldcrest

BRIDGE Housing, Beaverton, OR

#### King + Parks

PCRI, Portland, OR

#### The Songbird

BRIDGE Housing, Portland, OR

#### The Henry Building

Central City Concern, Portland, OR

# COMPARABLE PROJECTS







## LAS ADELITAS

The opening of Las Adelitas in late 2022 is the outcome of a 5+ year community design process that envisioned the transformation of a former strip club that was negatively impacting the vitality of the Cully neighborhood. In 2015, Hacienda purchased the property then secured project funding and led the redevelopment for this affordable housing community.

Aptly named after feminist Mexican Revolutionaries, Las Adelitas brings deep social, economic and environmental benefits to our community through access to new affordable housing and connection to services including, digital literacy, early childhood and after school programs, and business and homeownership workshops and counseling provided by Hacienda's bilingual and bi-cultural staff. This four-story, multifamily affordable housing development is the largest redevelopment in Portland's Cully Neighborhood to date and is the largest public investment in the Cully community.

The development includes 142 homes and valuable amenities including a community kitchen, courtyard, event space, and outdoor plaza which is street accessible to the surrounding neighborhood. One hundred percent of the units are for households earning 60% of Area Median Income and below. Additionally, Hacienda project team achieved 40% MWESB workforce participation in hard construction costs.

### PROJECT FACTS

**Address:** 6735 NE Killingsworth St, Portland, OR 97218

**Year Completed:** 2022

**Hacienda Team Involvement:** Ernesto Fonseca, Maryam Bolouri, Kevin Chavez

**Architect:** Salazar Architect

**Contractor:** LMC Construction

**Property Management:** Cascade Management

**Housing Units:** 142 total all affordable

**Affordability:** 30% AMI, 60% AMI

**Construction Cost:** \$36.5M

**Funding Sources:** 4% LIHTC Equity, PHB Bonds, LIFT, OHCS Legislative Grant, Permanent Loan

**Unit Mix:** 15 Studio, 27 one bedroom, 74 two bedroom, 26 three bedroom

**MWESB Contractor**

**Engagement:** 40%







## ROCKWOOD VILLAGE

Hacienda CDC is the co-owner and co-developer of Rockwood Village, 224 new affordable homes in Gresham. This transformational development opened in phases, beginning in Fall of 2021 and include five residential buildings surrounding a new public park and community center.

In this development, we prioritized large, family sized units. Almost 80% of the units are 2, 3 or 4 bedrooms. Rockwood Village was the first Metro affordable housing bond-funded project to open and the first in the state to implement income averaging. This allows us to serve households with incomes up to 70% AMI.

Robust community engagement informed the design concept, street design, the housing units and amenities, and the custom art throughout the development. Through a community survey, community members chose Rockwood Village and Neighbors Park as the project and park names. The overall project theme was chosen to celebrate diversity of Rockwood and the weaving together of different cultures.

Hacienda provides on-site resident services and after school and summer programming for youth. Residents are also connected to Hacienda’s programs in homeownership, small business development, asset building, and financial education.

### PROJECT FACTS

- Address:** 783 SE 185th Ave, Portland OR 97233
- Year Completed:** 2022
- Co-Developer:** Community Development Partners
- Hacienda Team Involvement:** Ernesto Fonseca, Maryam Bolouri
- Architect:** Waechter Architecture
- Contractor:** LMC Construction
- Property Manager:** Guardian
- Housing Units:** 224 total all affordable
- Affordability:** 30%, 60%, and 70% AMI
- Construction Cost:** \$43.3M
- Funding Sources:** 4% LIHTC, Gresham Metro, OHCS Weatherization and GHAP, Permanent Loan
- Unit Mix:** 47 one bedroom, 74 two bedroom, 89 three bedroom, 14 four bedroom
- MWESB Contractor Engagement:** 21%







## LAS FLORES

Hacienda CDC is co-developing Las Flores, 171 new affordable housing units in Oregon City in partnership with Community Development Partners. This development is currently under construction, with Phase 1 just completed and Phase 2 expected to be complete in 2024.

Las Flores is designed with agricultural workers, immigrant, and low-income community members in mind. This affordable housing complex includes a mix of 1, 2, 3, and 4 bedroom apartments within 3-story walk-up buildings.

Twelve units of Las Flores are designated for agricultural workers and their families. Thanks to a partnership with Northwest Housing Alternatives, 9 units are reserved for individuals and families transitioning out of homelessness into stable housing. NHA and Hacienda will provide community support and resident services. The property will be managed by Guardian Property Management.

Las Flores was designed using the people-first, "Communities for All Ages" approach, which embraces the benefits of intergenerational living and creates homes and spaces where all people can be respected, cared for, and given tools to explore their interests. This includes buildings clustered around a park-like gathering space, tree-dotted walking paths, children's play areas, outdoor picnic areas, a community garden, and a community building with a kitchen and multi-use spaces where residents can hold events, take classes, and enjoy spending time with their families and neighbors.

### PROJECT FACTS

- Address:** 14362 S Maple Lane Ct, Oregon City, OR 97045
- Anticipated Completion:** 2023
- Co-Developer:** Community Development Partners
- Hacienda Team Involvement:** Maryam Bolouri, Kevin Chavez
- Architect:** Salazar Architect
- Contractor:** LMC Construction
- Property Management:** Guardian
- Housing Units:** 171 total, all affordable
- Affordability:** 30 % AMI and 60% AMI
- Construction Cost:** \$53M
- Funding Sources:** 4% LIHTC, GHAP, Clackamas Metro, AWHTC Equity, Permanent Loan
- Unit Mix:** 42 one bedroom, 54 two bedroom, 66 three bedroom, 9 four bedroom
- MWESB Contractor Engagement:** 34%







## PLAZA LOS ROBLES

One of Hacienda’s rural communities, Plaza Los Robles, has undergone an intensive rehabilitation effort in early 2023. This rehabilitation included building frame and envelope improvements, mechanical, electrical, and plumbing upgrades, and stormwater mitigation. This rehabilitation effort reflects our commitment and passion to ensure enduring, accessible, safe, and healthy built environments.

In this development, we prioritized large, family sized units. The units mix includes 2-, 3- and 4-bedroom units, focused on workforce housing. Through on-site resident services and after school and summer programming for youth, the community is strengthened through a multi-generational perspective. Residents are also connected to Hacienda’s programs in small business development, asset building, and financial education to support the ultimate goal of homeownership.

With more than 40 school-age children residing at Plaza Los Robles, we saw the rehabilitation effort as an opportunity to enhance the children’s school experience and attendance. After close collaboration with residents and property management, we heard that transportation and extreme weather has a negative effect on the children’s academic performance. Hearing this, we took up the charge to include a new bus shelter and provide HVAC mini splits for each apartment to improve livability, comfort, and safety for the community’s kids. We take pride in hearing, advocating for, and taking action for our community members.



### PROJECT FACTS

- Address:** 415 Toliver Rd, Molalla, OR 97038
- Year Completed:** 2007
- Rehabilitation:** 2023
- Hacienda Team Involvement:** Ernesto Fonseca, Maryam Bolouri, Kevin Chavez, Erika
- Envelope Consultant:** Forensic Building Consultants
- Contractor:** IE Construction
- Property Management:** Cascade Management
- Housing Units:** 24 total all affordable
- Affordability:** low-income Domestic Farm Labor, 50% AMI, 60% AMI, 80% AMI
- Rehab Construction Cost:** \$3.5M
- Funding Sources:** OHCS Legislative Grant, Clackamas County HOME Loan, Rural Development Loan and Rental Assistance
- Unit Mix:** 7 two bedroom, 13 three bedroom, 4 four bedroom
- MWESB Contractor Engagement:** 13%





## MUTUAL HOUSING ON THE BLVD

Mutual Housing on the Boulevard is inspired by the sun, water, and movement to create a unique mixed-use, affordable, supportive housing community serving the diverse needs of South Sacramento. The master plan features an internal neighborhood street with an apartment building, townhomes, and walk-up stacked flats buildings that maximize density and the opportunity for solar PV installations. The buildings provide a mix of one, two, and three-bedroom apartments, with fifty percent of the units serving extremely low-income residents.

Supportive services and community areas are clustered along Stockton Blvd. At the south edge is the new Mutual Family Arts & Education Center, located along an existing FEMA flood plain/canal that doubles as a neighborhood open space. The Community Design process consisted of a series of design discussions with Mutual Housing’s residents, homeless women at a Loaves & Fishes daytime shelter, and allied organizations. The input was incredibly insightful, helping us program and design outdoor spaces spread throughout the development.

### PROJECT FACTS

**Address:** 7351 Stockton Blvd.  
 Sacramento, CA 95823  
**Year Completed:** 2023  
**Developer:** Mutual Housing California  
**Contractor:** Broward Builders  
**Architect:** Salazar Architect  
**Property Management:** Mutual Housing California  
**Housing Units:** 127 total all affordable, 95 permanent supportive housing units  
 Affordability: 40% AMI, 50% AMI, 60% AMI  
**Construction Cost:** \$35M  
**Funding Sources:** LIHTC, No Place Like Home, HUD  
**Unit Mix:** 65 one bedroom, 44 two bedroom, 18 three bedroom





## SOUTH COOPER MOUNTAIN

In the heart of the South Cooper Mountain community, a remarkable mixed-use development project is taking shape. Stretching across ten expansive acres, this visionary project is set to seamlessly blend affordable housing with commercial and civic spaces, creating an exciting urban environment right next to Mountainside High School.

Wishcamper, renowned for its commitment to affordable housing, took a chance to transform a high-density market-rate community. Their vision goes beyond simply adding affordable housing units; it's about breathing life into a dynamic mixed-use neighborhood center. The City of Beaverton shares this vision, aiming to create a lively main street that intermingles neighborhood commercial and residential spaces. The focus is on crafting a pedestrian-friendly atmosphere, complete with spacious sidewalks and an array of amenities for the community's enjoyment. This project is set to be a game-changer, redefining the landscape and enhancing the quality of life in the area. Three residential buildings on what was once an apple orchard will soon become a new neighborhood, with newly minted streets for families and senior citizens. Notable features include 30,000 SF of vibrant commercial space, with the potential for civic use spaces, where voices can be heard and aspirations can be realized. A beautiful public park, a serene oasis amidst the urban landscape, where families can gather and children can play coincides with a welcoming plaza and central hub, connecting people and activities, making it a place where community bonds are forged.

### PROJECT FACTS

- Address:** 17811 SW Scholls Ferry Rd., Beaverton, OR 97007
- Year of Completion:** 2024
- COLAS Team Involvement:** Andrew Colas, Marc-Daniel Domond
- Owner/Developer:** Wishcamper Development Partners
- COLAS Team Involvement:** Andrew Colas, Marc-Daniel Domond
- Architect:** Otak
- Contractor:** Colas Construction
- Property Management:** Guardian
- Housing Units:** 164 total all affordable
- Affordability:** 30%, 60%, 70% AMI
- Construction Cost:** \$56M
- Funding Sources:** Low Income Housing Tax Credits, State, City of Beaverton, Metro Affordable Housing Bond, private funding
- Square Feet:** 84,500
- Key Tenants:** management
- Site Area:** 42 acres
- Unit Mix:** 84 one bedroom, 74 two bedroom, 10 three bedroom units
- MWESB Contractor Engagement:** 27%







## CENTENNIAL PLACE

A 3-story, 62,700 SF building that wraps around community amenities, while connecting the laundry facilities, homework rooms, and a natural eco-friendly playground. A strong emphasis on sustainability resulted in the Earth Advantage Platinum certification for the development; the building operates entirely on electric power, with a 75 kW rooftop photovoltaic array capable of supporting a significant portion, if not the entirety, of the house’s energy needs. To enhance efficiency, a cost-effective drain water heat recovery system was integrated, along with two onsite drywells effectively managing 100% of the site’s stormwater. Other eco-friendly features include Energy Star appliances and lighting, low-flow plumbing fixtures, efficient heating and cooling through mini-splits, an electric heat pump domestic hot water system, abundant natural daylight facilitated by large, code-exceeding performance windows, and an enhanced building envelope.

Residents of Centennial Place benefit from a resident services coordinator and access to Cascadia Health’s services. Among the 18 apartment homes, there is a rental preference for individuals participating in the Multnomah County Choice Model program, with preference for those referred through the Centennial School District’s McKinney-Vento program, designed to assist students experiencing homelessness.



### PROJECT FACTS

- Address:** 3750 SE 164th Ave.  
Portland, OR 97236
- Year Completed:** 2023
- Owner/ Developer:** Cascadia Health
- COLAS Team Involvement:** Andrew Colas, Marc-Daniel Domond
- Architect:** Merryman Barnes Architect
- Contractor:** Colas Construction
- Property Management:** Cascadia Health
- Housing Units:** 71 total; 69 affordable
- Affordability:** 0-30% AMI, 60% AMI
- Construction Cost:** \$16.5M
- Funding Sources:** Portland Housing Bureau; Oregon Housing and Community Services; Home Forward; Multnomah County; LIHTC
- Square Feet:** 84,500
- Key Tenants:** Cascadia Health
- Site Area:** 1.05 acres
- Unit Mix:** 15 studios, 32 one bedroom, 24 two bedroom units
- MWESB Contractor Engagement:** 42%





## KING + PARKS

The King + Parks project is an affordable housing and mixed use development located on Martin Luther King Blvd. and Rosa Parks Way, hence its namesake. This new 70-unit affordable housing, U-shaped building has four stories along MLK Blvd and Rosa Parks Way and steps down to three stories along the alley to the west of the site. COLAS led the staffing for both the Preconstruction and Construction teams; inclusive of all coordination in hiring Subcontractors, and leading purchase orders from Vendors and Suppliers.

Once a vacant lot, this breathtaking project made of Type IIIB construction, now serving individuals and families who have been long-time residents of the North and Northeast Portland community; many of whom were negatively impacted or displaced by inattentive efforts to revitalize the area and surrounding neighborhoods over several decades. This project of 84,500 SF, is a renewed commitment to the community, who for generations have resided in the area. King + Parks provides forty-nine, 1, 2, and 3 bedroom units with beautiful community centered spaces for residents to enjoy.

The courtyard is the central focus of this U-shaped structure with rows of townhomestyle units complementing the community spaces with gardens, sitting areas, bike storage and repair stations, energy-efficient features, and sustainable design; bioswale drainage systems, Low E for solar heat transfer, and energy-efficient design. The King + Parks project achieved Earth Advantage Platinum.



## PROJECT FACTS

**Address:** 6465 NE Martin Luther King, Jr. Blvd. Portland, OR 97211  
**Year Completed:** 2020  
**Owner:** Housing Development Center  
**Developer:** Portland Community Reinvestment Initiatives  
**COLAS Team Involvement:** Andrew Colas, Marc-Daniel Domond  
**Architect:** Merryman Barnes Architect  
**Contractor:** Colas Construction  
**Property Management:** Cascade Management  
**Housing Units:** 70 total; 69 affordable  
**Affordability:** 30% AMI, 60% AMI  
**Construction Cost:** \$21M  
**Funding Sources:** Portland Housing Bureau; Oregon Housing and Community Services; Home Forward; Multnomah County; LIHTC  
**Square Feet:** 84,500  
**Key Tenants:** Portland Community Reinvestment Initiatives  
**Site Area:** 0.78 acres  
**Unit Mix:** 20 one bedroom, 38 two bedroom, 12 three bedroom  
**MWESB Contractor Engagement:** 30%

# REFERENCES





## REFERENCES

### MOLLY ROGERS

Director of Housing Services  
Washington County  
Molly\_Rogers@washingtoncountyor.gov  
(503) 502-9052

*Molly has been a strong supporter and was key advocate of Las Adelitas and collaborated with Ernesto Fonseca and Maryam Bolouri at Hacienda. Ms. Rogers is currently working with Hacienda on Dolores, a 67-unit development project in Hillsboro.*

### ERIC SCHMIDT

Assistant City Manager  
City of Gresham  
Eric.Schmidt@GreshamOregon.gov  
(503) 618-2877

*Eric has been a strong partner and collaborator of Hacienda. Ernesto Fonseca and Maryam Bolouri have a longstanding relationship with Eric in exploring public-private opportunities to expand the affordable housing inventory in Gresham, such as Rockwood Village, a 224-unit development.*

### MICHAEL BUONOCORE

Interim Bureau Director  
Portland Housing Bureau  
Michael.Buonocore@portlandoregon.gov  
(503) 823-3377

*Michael has a longstanding relationship with Ernesto Fonseca and Maryam Bolouri and has strongly supported Hacienda. Michael has collaborated with our team and is supporting the redevelopment of Villa de Clara Vista, a 108-unit project. Before this project, he supported Las Adelitas with Project Base Vouchers.*

### PATRICIA ROJAS

Regional Housing Director  
Metro  
Patricia.Rojas@oregonmetro.gov  
(503) 459-3277

*Patricia has a longstanding relationship with Ernesto Fonseca and Maryam Bolouri and has strongly supported Hacienda. Patricia was a key advocate of Las Adelitas and has collaborated with the Hacienda team on various projects through Metro Bond and other Metro funding. More specifically, Patricia and her team have supported, in addition to Las Adelitas, Dolores 67 units in Hillsboro, the new 55 upcoming housing project in Lake Oswego, Rockwood Village 224 units, and Las Flores 171 units in Oregon City.*



CITY OF SILVERTON  
RFP – WESTFIELD SITE

April 9, 2024

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# DESIGN





## DESIGN NARRATIVE



### COMMUNITY INFORMED DESIGN APPROACH

Our proposal aims to be a reflection of the community's desires for a beautiful, creative, and ADA-accessible building design that blends seamlessly with the City's aesthetic, while preserving the natural ecology that gives Silverton its unique identity. Inspiration of the design style draws from the Victorian vernacular that is emblematic of Silverton residences. Simplified articulation of ornamentation, utilizing narrow forms, steep pitched roofs, arched windows, and covered porches is a fresh take on a traditional residential style.

By additionally incorporating Universal Design principles into our placemaking strategies, we have created gathering spaces, informal indoor and outdoor meeting areas, a community room with a kitchen, and outdoor seating areas that are welcoming to all individuals. Our design process fosters a sense of community and inclusivity, empowering residents to participate in the design and to build a communal life.

### SUSTAINABLE FEATURES

Our commitment to sustainability is evident in the building's features, which include energy-efficient appliances, 100% electric building systems, solar panels and lighting, passive solar design, trees for natural cooling, mini-split heating/cooling, and EV hookups on site. By prioritizing these features, we have ensured the building's longevity and efficiency for years to come.

Sustainable design approaches include:

- **Sustainable and passive house strategies** will improve health and wellness and reduce the energy and carbon footprint. Durable materials will be considered for maintenance and the overall live-cycle costs.
- **Energy, air, and water conservation** through implementation of strategies around envelope design, energy and water conservation and improved indoor air quality. The team will utilize early phase energy modeling to evaluate options and understand life-cycle costs.
- **Renewable energy strategies** to integrate a roof-top solar array and EV-ready parking. Various incentives and grants will be pursued to support these initiatives. We have a track record for successful intergration where others have found this as a funding burden.
- **Proposed systems and appliances will be all electric**, eliminating the need for natural gas in the project.
- **Maximizing repetition and building types** to generate an economy of scale and efficient use of materials to minimize waste. Prefabrication will be considered where possible to reduce labor costs and improve construction schedules.

Refer to page 14 for Environmental and Sustainable goals.

# LANDSCAPE NARRATIVE

## OUTDOOR ENVIRONMENT

Silverton is a community that values access to rich natural resources and public amenities. Our team understands that the new community should be a reflection of this value. We aim to provide beautiful and sensible site design through partnership with local landscape architect, Laurus Designs. Our proposal connects people of all abilities to nature and provides safe and healthy spaces for kids to play, learn, discover, and sets a scene for educational opportunities in the outdoors.

A centralized community garden celebrates the ecology of the region while providing an educational opportunity for residents of all ages. Meandering leisure trails connect the community, stitching nodes of smaller community pockets to one another. The development is surrounded by varying and amenity-rich spaces for placemaking and includes covered and uncovered outdoor seating, and a centralized community garden, and more intimate settings created through pavilions. While our proposal expresses the intent of placemaking concepts, the authors of the final design will be the community through focus groups.

## DEFENSIBLE SPACE & FIRE RESISTANT DESIGN

Over the last several years the risk of wildfire across our region has increased, in particular for communities at the edges of the wildland-urban interface. The Westfield site is at a higher risk than some other areas of Silverton due to the proximity to the creek and associated vegetation.

Our proposed approach to the projects design includes Class A roof covering, metal roof valleys, metal gutters and downspouts, protected roof eaves, 1-hour exterior walls with non-combustible fiber cement siding and trim, no crawl spaces, non-combustible windows and doors. The residential structures and community building will include fire sprinkler systems.

A fire buffer around each building will be provided and landscaping will be native, drought resistant, and thoughtful in fire resistant design. Additionally, fire resistant landscaping will be addressed with ongoing maintenance of the landscape, keeping trees trimmed and free of deadwood, landscape free of leaves and needles.

## ENGAGEMENT PLAN FOR OUTDOOR SPACES

For community engagement sessions focusing on design input of outdoor spaces we plan to implement the following principles:

**Engage with the community.** No one knows a place’s problems, weaknesses, and strengths better than the community itself. Identity and vision become the products of community engagement. Engagement will create a sense of belonging and pride, further promoting collaboration and collective thinking.

**Establish a shared vision.** It’s important to establish a shared vision with the community for the place that must be based on its real identity. Our team will align this vision with place identity and ensure its support by all stakeholders.

**Think beyond structures.** Structures can be understood as the immobile aspects of a place, its buildings, its architecture, and its landscape. We believe a place is much more than that. People bring unique experiences and cultural perspectives and activities give life to the place. This in turn creates the identity. A good place doesn’t need new products, just a good program of activities or the promotion of existing cultural characteristics.

Read more about our comprehensive community engagement plan on page 27.





# PHASE 1 SITE PLAN



**SITE DESIGN.** The site is organized around a circulation axis, linking the housing and outdoor spaces from east to west with sidewalks and vehicular circulation running north to south in the development. The proposed north/south circulation will connect in a loop in phase 2 of the project. The east/west trail is flanked by the residential buildings and several open spaces, each with unique character. Amenities include pavilions for community gathering, play spaces, open green, community garden, and generous seating

**INGRESS/EGRESS.** The project provides vehicular ingress egress from Davenport Lane. For pedestrians, differentiating surface materials provides visual interest while creating easy wayfinding for pedestrian specific paths. We minimized the distance residents must travel when parking by segmenting the site into thirds.

**PARKING.** Parking is located along Davenport Lane and along the interior streets for a total of 61 stalls. This move allows for greater density of units on site while providing much needed parking for residents. Parking stall to unit ratio is 1.6:1



## PERSPECTIVE OF OPEN AREA



**VARIETY OF PLACEMAKING.** A variety of private and reflective spaces are scattered around the site and in between buildings. They are organized as focal points in front of communal porches stitched together through meandering paths. These play, gathering, and reflective spaces will provide private and safe areas for residents to get to know one another.



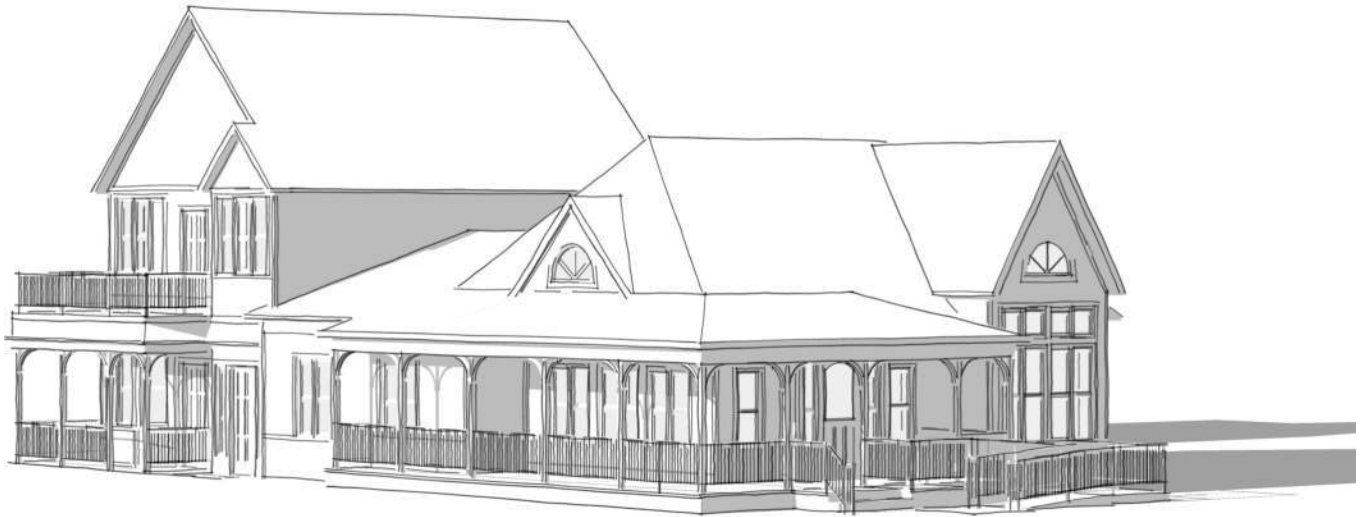
## PERSPECTIVE OF COMMUNITY BUILDING



**CENTRALIZED COMMUNITY BUILDING.** At the center of the development we have proposed a community building. The community building will serve as the heart of the development with adjacent open space all linked along a central trail connecting the development east and west. Within the community building residents will have access to a management office, resident services office, central laundry, and a community room with kitchen and gathering space. The outdoor area adjacent to the community room will include barbecues, a community garden, and picnic seating.



## BUILDING ELEVATIONS AND BUILDING TYPES



### ^ COMMUNITY BUILDING

The East to West pedestrian trail converges at the centrally located community building. Above is a concept rendering of the community building taken from a view from south east corner. There is an attached duplex with stacked flat 2-bedroom units on west side of building. A wrap-around porch provides covered community gathering space at the lower level of the community building that's adjacent to open area and community garden to the east side. The small footprint that is created by adjoining the community building and the duplex reconciles the existing grade more efficiently.

### ∨ RESIDENTIAL BUILDINGS

The approach taken for designing the residential buildings is to complement the scale of the varying Victorian style homes within Silverton. We are utilizing seven different building types to provide a diversity of floorplans, elevations, and character to the community. All ground level unit, over 75% of the total units, will be accessible or adaptable to people with disabilities to meet the community needs. The following pages illustrate the concept elevations of the buildings types and unit mixes proposed.



**Type 1 Duplex Elevation.** 1-bedroom + 2-bedroom: Side by side units with covered front porch at grade for accessibility.



**Type 2 Duplex Elevation.** 2-bedroom units: Ground floor unit with second floor unit access from interior stair at side of unit.



## BUILDING ELEVATIONS AND BUILDING TYPES



**Type 1 Triplex Elevation.** Two 1-bedroom units + 2-bedroom unit: 1-bedroom and 2-bedroom ground floor unit flank a central entry that provides access to an interior stair for the second floor 2-bedroom unit.



**Type 1 Fourplex Elevation.** Three 1-bedroom units + 3-bedroom unit: 1-bedroom ground floor units flank a central entry porch that provides access to an interior stair for the second floor 1-bedroom and 3-bedroom units.



**Type 2 Fourplex Elevation.** Two 2-bedroom units + two 3-bedroom units: 2-bedroom ground floor units flank a central entry that provides access to an interior stair for the second floor 3-bedroom units.

# PHASE 2 PROPOSAL

## CONCEPT SUMMARY

Our proposal envisions the development of phase 2 as a continuation of clustered groupings of residences around pockets of greenspaces with plentiful meandering trails. The hiking trails make use of the undevelopable wetland buffer that consumes and restricts much of the remaining 5 acres of the Westfield site. Roads and crossing are allowed to be built over wetlands with considerable cost implications that we would like to review with the city when the time comes.

The vision for phase 2 provides an additional 24 units though 9 additional buildings as a mix of duplexes and triplexes organized along the northeast of the Westfield site. To the southeast, 9 single family homes with attached carports are proposed. The scale of residences in phase 1 and phase 2 intentionally provide a cohesive and complementary scale for these single-family homes to provide a diversity of building types and homeownership. A total of 66 additional parking spaces, not including private carports are proposed for phase 2. The parking to unit ratio for would be 2.5:1. As a project total, the parking to unit ratio is 1.9:1 for phase 1 and 2 combined.

By accessing W. Main St we can provide fire access to the south side of the site with limited environmental impacts and a lower carbon footprint by using significantly less construction materials such as concrete. Access to W. Main Street is proposed while the RFP states access to W. Main St. is challenging. We think it is a worthwhile discussion to have about access versus environment. As an alternative approach, looped vehicle access connecting the north and south roads would be required if access to W. Main Street could not be achieved.

Connecting trails from the skate park could be a potential collaborative effort with the City, effectively connecting the recreation facilities in the northeast to the wetlands as a public park though private and public ownership.

*“Our development team consists of BIPOC-owned businesses, leveraging expertise through local consultants including 7Oaks Engineering and Laurus Designs based in Silverton”*

## SITE UTILITY SUMMARY

For phase 1 and 2 we have partnered with 7Oaks Engineering, a Civil Engineering firm based in Silverton. They have provided the following site utility summary for the phase 2 proposal:

**WATER.** We have assumed that the City will require the line in W. Main Street to be extended at least to the project boundary, we understand the city may further require it along the full frontage. The City may also require the line to be extended down Davenport Lane and looped through the site in a public easement and back up to W Main Street in Phase 2.

**SEWER.** With the location of the property, sloping away from both W Main Street and Davenport Lane a sewer lift station has been assumed.

**STORMWATER.** Based on area soil conditions, we have assumed on-site infiltration is not feasible. Stormwater is proposed to discharge to the creek provided we don't increase the runoff from Pre to Post Development. Alternatively, on-site stormwater basins at the south & west edge of the property can be accommodated by either require additional site area or a reduction to some combination of program, open space, parking or building area.

## PHASE 2 UNIT TYPE AND QUANTITIES

TYPE	1 BR	2 BR	3 BR	TOTAL
Rental Units	12	14	0	26
Single Family Dwelling		9		9
<b>TOTAL FAMILY-SIZED UNITS</b>				<b>23</b>
<b>TOTAL UNITS</b>				<b>35</b>

## PHASE 2 COMMUNITY AMENITIES

AMENITY	SQFT/QUANTITY
Developed Buildings	33,664 SQFT
Open Space	175,185 SQFT
Parking Stalls	66



# MASTER PLAN - PHASE 1 & 2



**DESIGN INTENT AND GOAL.** Our masterplan envisions the development of phase 2 as a complementary extension of the scale of building types, amenities, and circulation of phase 1. Unique to phase 2 is the inclusion of single-family dwelling units to provide a diversity of home inventory in the City and an opportunity for homeownership. Rental units are clustered to the north to maintain a cottage style community feeling.

**LIMITATIONS OF PHASE 2 SITE DESIGN.** The developable area of phase 2, based on the wetland information, is fairly limited. The wetland report provided by the City contends that the stream on the site is intermittent and non-fish bearing. For this reason, we have based the design of phase 2 maintaining a 50-foot buffer zone along each bank conforming to state requirements of non-fish bearing streams. As you can see, this undevelopable buffer consumes much of the site. We believe, however, that an encroachment into the buffer to provide vehicle crossing of the stream is worthwhile and allows a connection of the buildable zone to the south. A park, with hiking trails make use of the wetland buffer zone which can be open to the greater community to enjoy.



# PROGRAM





# PROGRAM SUMMARY



## HOUSING UNIT MIX AND AFFORDABILITY

Our proposal will offer apartments that will be affordable to households earning 60% and below the Area Median Income (AMI). The project proposes 37 total units, with 9 one-bedroom, 22 two-bedrooms, 5 three-bedroom units including an on-site managers unit through a mix of duplexes, triplexes, and fourplexes. State funding sources require that rent be restricted to individuals or families making 60% AMI. 27 (72%) of the apartments will be 2- & 3-bedroom units to assist the goal of providing family sized affordable homes that are multigenerational, multicultural and catering to a variety of income levels.

Our expertise and passion is serving a mix of individuals and families experiencing financial needs. Additionally, our proposal shows our commitment to accessible development with over 75% of the total units being ADA accessible or adaptable for persons with disabilities. We hope to partner with the Marion County Housing Authority to coordinate access for additional rental assistance programs and needs for permanent supportive housing, given the opportunity. See unit mix and affordability matrix to below for more information.

## PHASE 1 UNIT TYPE AND QUANTITIES

TYPE	1 BR	2 BR	3 BR	TOTAL
60% Units	9	23	5	36
<b>TOTAL FAMILY-SIZED UNITS</b>				<b>28</b>
<b>TOTAL UNITS</b>				<b>37</b>

## PHASE 1 COMMUNITY AMENITIES

AMENITY	SQFT/QUANTITY
Developed Buildings	32,786 SQFT
Open Space	43,063 SQFT
Community Room	1,7180 SQFT
Parking Stalls	61

## RESIDENTIAL AMENITIES

The approach to resident amenities is to provide shared amenities as great as possible to maximize units and promote community gathering. Employing Universal Design Principles in these common areas will ensure access to supportive services. Universal Design Principles include providing wide pathways, generous maneuvering space, increased access, and a comprehensive, clear wayfinding system. Additionally, public restrooms will be gender neutral to respect all identities.

Central to the site will be a community room which will host supportive functions including a waiting lobby, an office for the property manager and resident service coordinator. The community room itself will be outfitted with a public kitchen to host life-enriching and supportive workshops. Its close adjacency to the outdoor community garden provides a great opportunity for cooking demonstrations and other health and wellness focused activities.

Additional building amenities and features include:

- **Flexible indoor and outdoor common spaces** with shared uses to maximize opportunities for changing needs. This includes outdoor pavilions, walking trails, and covered and uncovered bike parking
- **On-site Laundry facilities** to maximize efficiency and ease for residents
- **WiFi in common spaces** to connect residents to the web so they can pay bills, help children with schoolwork, or just to have access for recreational browsing.
- **On-site Parking** with a ratio of 1.6:1.
- **Community event space** with food prep kitchen
- **Resident Service Offices** for 1:1 meetings.
- **Communal porches** for building specific residents.
- **Bike Parking** that is covered and uncovered.
- **Centralized trash** for convenient management

## BUILDING NARRATIVE

### OVERALL DESIGN APPROACH SUMMARY

The project pursues a human-centered approach that considers both universal and accessible design principles through an outcome-based design process for both the site and building. The result is 13 buildings that will provide 37 new affordable units that respond to the context of the Silverton community.

The buildings will be oriented around a central community building. This is done to anchor the site and provide spacial wayfinding to establish a pedestrian presence and scale. We are proposing to divide the site into three components separated by two roads oriented north to south. This layout maximizes parking opportunities and distributes parking more evenly for resident's convenience. To further improve the pedestrian circulation and experience we are including pedestrian trails connecting the site east to west.

### SITE DESIGN AND AMENITIES

The site is intentionally laid out to maximize development opportunity and to provide a balance of adequate parking, but additionally, to provide ample landscaping and open spaces. Our primary strategy for designing the site is to provide a wide variety of open and accessible spaces for gathering, including covered and open seating, a community garden with raised beds, native plant landscaping, nature-based accessible playgrounds, pavilions, picnic structures, pedestrian trails, and a thoughtful consideration to fire resistant landscape design. The result is sculpted residential spaces and outdoor amenity areas that balance public and private experiences.

### ART APPROACH AND GOALS

Our art approach begins with the understanding that the built environment represents an opportunity to cultivate community and identity. Art will play a pivotal role in achieving these objectives by infusing spaces with vibrancy, color, culture, and social interaction. Our art goals are to integrate art seamlessly into the fabric of the development, reflecting the unique character of Silverton while promoting inclusivity and creativity. This will be done by a combination of murals, paintings, or sculptures to create focal points for social interaction.

Additionally, we will involve the community in the art selection process when feasible to create ownership and pride among residents. We will solicit talent from the local community to express the cultural heritage of Silverton through artwork that reflects its history, traditions, and values.

### ENVIRONMENTAL SUSTAINABILITY GOALS

Our proposal consists of the following sustainability goals and features:

**SITE DESIGN.** Designed with Pedestrian Circulation prioritized linking residents east/west and to Phase 2 will encourage walking throughout the site and to the broader community.

**LANDSCAPE.** Adaptive and Native plants will be used throughout the project. Turf will be used in limited areas for resident use all year. The landscape will be irrigated with water efficient systems.

**SOLAR ORIENTATION.** The majority of buildings are oriented for southern roof exposure to integrate solar PV systems. The units generally integrate large windows for ample daylight within the buildings.

**HIGH PERFORMANCE BUILDING ENVELOPE.** The building envelope will be designed for high insulation values and air tight design to conserve energy. High efficiency windows and doors will also be included.

**HIGH EFFICIENCY APPLIANCES & LIGHTING.** All appliances will be Energy Star rated and all lighting will be high efficiency LED fixtures. Lighting color temperature will be designed for residential feel rather than cooler commercial lighting.

**ALL ELECTRIC.** The development will be proposed as all electric without the use of carbon based fuels. High efficiency electric water heaters will be proposed within each unit.

**AIR QUALITY.** All units will be equipped with filtered fresh air using heat recovery ventilation systems. The project will also include air conditioning accommodations to allow residents to cool their units even during poor air quality events such as wildfires.

**DURABILITY.** Interior and exterior materials will be selected for their durability and ability to maintain a high-quality project.

**THIRD-PARTY VERIFICATION.** A consultant separate from the design and construction teams will provide third-party verification the sustainable design strategies were implemented as intended.

**EARTH ADVANTAGE CERTIFICATION** of Gold or greater.

**SOLAR PANELS.** Our project aims provide 100% renewable energy production to fully cover energy demand, not just in common areas. This directly benefits the resident by allowing the developer to cover utility resident bills.





## SERVICES NARRATIVE

Hacienda CDC is a unique organization as we are both a developer and service provider which means we have direct access and ability to execute needs identified by residents. As a culturally specific organization, a central piece of Hacienda's mission is to advance equity in access and outcomes to provide services that go beyond housing to support economic and educational mobility for all residents in all ages, cultural backgrounds, languages, and stages of life. The project will include several programs which will allow for enhanced resident services at the property to support and empower a resilient community. Additionally, our financial and digital literacy programs, small business coaching, and housing assistance programs are not exclusive to residents, but open to the larger community.

### RESIDENT SERVICES

Hacienda delivers a suite of programs to build on the strengths of our residents and help them achieve their dreams. The Resident Services Coordinators are key to connecting residents to Hacienda's programs. As we get to know the families and their needs, we can provide warm introductions to program staff and help residents enroll. Hacienda will have 1.0 FTE Resident Services Coordinator on site.

Over the years, Hacienda has developed a suite of programs to build on the strengths of our residents and help them achieve their dreams. These programs will be accessible to this community and may include:

**PATH TO HOME PROGRAM.** Financial coaching and home ownership preparation by Hacienda's HUD-certified housing counselors.

**SOWING SEEDS PROGRAM.** Hacienda's early childhood education program brings certified parent educators into the homes of families with children age 0-5. Our Early Childhood Educators empower parents to learn about their child's development, help parents meet the needs of their child as they grow and prepare to enter school.

**EXPRESSIONS PROGRAM.** Hacienda offers out-of-school programming for youth in grades K-8. Students receive academic tutoring, access to enrichment opportunities, parent engagement, and resource identification

**ABC'S OF SMALL BUSINESS.** Workshops with one-on-one business advisors for financial coaching, access to legal clinics, and access to concept-to-consumer support to foster entrepreneurship and economic development in the city from the ground up.



# PROFORMA





# CONCEPTUAL FINANCIAL ANALYSIS

## SOURCES AND USES SUMMARY

Sources	Total	Per Unit	Site A
LIHTC Equity	6,732,000	100,478	6,732,000
Federal Energy Credits	80,100	1,196	80,100
Permanent Loan	3,126,147	46,659	3,126,147
ORMEP	200,000	2,985	200,000
Energy Trust of Oregon	20,000	299	20,000
OHCS LIFT	7,200,000	107,463	7,200,000
Deferred Developer Fee	1,000,000	14,925	1,000,000
CDBG Funds	1,154,294	17,228	1,154,294
SDC Waiver	903,231	13,481	903,231
<b>TOTAL SOURCES</b>	<b>20,415,772</b>	<b>304,713</b>	<b>20,415,772</b>

Uses	Total	Per Unit	Site A
Acquisition	1	0	1
Construction	13,250,000	197,761	13,250,000
Soft Costs	2,699,091	40,285	2,699,091
Financing Costs	1,233,362	18,408	1,233,362
Reserves	233,318	3,482	233,318
Developer Fee	3,000,000	44,776	3,000,000
<b>TOTAL USES</b>	<b>20,415,772</b>	<b>304,713</b>	<b>20,415,772</b>

Surplus /(gap):		(0)	(0)
	Construction loan amount	8,100,000	
	Bond amount	8,090,000	

# PROJECT PROFORMA

PLEASE SEE DIGITAL ATTACHMENT FOR PROFORMA WORKBOOK

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# DEAL STRUCTURE AND FINANCE



## DEAL STRUCTURE AND FINANCE

### PRIMARY FUND SOURCE PURSUED

Affordable housing is prevalently funded with Low-Income Housing Tax Credit (LIHTC) Bonds, which are allocated by the federal government annually to the states. In Oregon, Oregon Housing and Community Services (OHCS) administers and awards these funds, among other federal and state funding sources. These LIHTC funds are separated in two different categories; 9% LIHTC, which are more competitive due to the high subsidy benefit, but limited award candidates; and 4% LIHTC, which has a larger pool to draw from, but with a smaller subsidy benefit. These LIHTC credits require affordable housing to serve individuals and families making 60% Annual Median Income (AMI) and below. Affordable Housing relies on these sources of equity, because without them there would not be enough income generated at the properties to support the project debt on the property or to attract private market investors.

For 2024, there are no 9% or 4% tax credits available for disbursement. However, we expect that there will be tax credits available in 2025 and 2026. The timing for this project, however, aligns well with the funding sources. Predevelopment activities, including architectural drawings, bidding, permitting, land use review, environmental review, etc., would position this project for a 2025 or 2026 tax credit allocation. However, there are 2024 allocations of predevelopment grants and capacity building grants that Hacienda, as a non-profit culturally specific developer, would be able to apply for and rank competitively high as compared to non- culturally specific developers.

This year, OHCS is reconfiguring the Notice of Funding Applications for tax credits. While this new process, known as the Oregon Centralized Application (ORCA), aims to streamline the application process for all available funding streams, it will certainly present some unknowns for funding distribution. However, ORCA will allow developers to get preliminary approval from OHCS for projects prior to pursuing financing, this in turn reduces the numerous rounds of financial paperwork and wait times for funding to be received. We are excited to see OHCS shifting to a more collaborative approach to affordable housing development.

### PROPOSED FUNDING STRUCTURE

For this project, we have are proposed a funding structure that utilizes 4% LIHTC. For funding contingency, we are also considering a 9% LHTC structure, as we do not yet know what the tax credit allocations and changing rules at OHCS will hold in 2025 and beyond.

Our 4% LIHTC deal combines the Local Innovation and Fast Track (LIFT) housing funds from OHCS and a permanent loan, with 37 units of 1-, 2-, and 3-bedrooms at 60% AMI. The permanent loan would be secured from a partner lender. This capital stack is simple and effective and designed for 4% LIHTC and LIFT to harmoniously work together. We will also pursue grants as pertinent to the project such as Oregon Multifamily Energy Program (ORMEP), Energy Trust of Oregon (ETO), and other philanthropic granting opportunities. While its not fair to say for certain that we will be awarded funds from these sources, we can with confidence say that we have a high track record for success. By nature, because Hacienda is a non-profit and culturally specific organization and a community development corporation, we meet many of the funding sources requirements for developer qualifications. Additionally, our MWESB participation percentages of professional firms, contractors, and subcontractors contracted, has historically exceeded project goals. MWESB participation percentages are a requirement and metric measured by the state funding agencies. We believe Hacienda, Salazar, and Colas' high track record gives us an advantage in positioning for fund allocations.

Advantages of our proposed funding structure:

- 4% tax credits are plentiful and available most years.
- The only restriction for potential residents is an income restriction, which verifies financially burdened families receive access to housing.
- There is no occupational restriction unlike under funding sources.
- Funding requirements least complex as compared to other funding sources.
- LIFT funding designed to pair easily with 4% tax credits.
- Availability of credits may lead to a shorter predevelopment timeline.



## CONTINGENT/ALTERNATE FUNDING STRUCTURE

As a contingent funding source, we see that 9% LIHTC is a suitable alternative financial structure. While 9% LIHTC has traditionally been competitive, the new OHCS ORCA process, may allow this fund to become more accessible. The benefit of a 9% LIHTC structure grants a deeper subsidy to the property finances, eliminating the need for a secondary, large funding source, keeping the capital stack as simple as possible.

Increased simplicity equates to less burden of applications, compliance, reporting and a potential for a streamlined project financing schedule. Fewer funding sources pursued also leads to less financial risk for the project.

For 9% LIHTC projects, Hacienda typically signs multiyear memorandum of understanding with the land-owning entity to accommodate additional funding cycles to compete for credit allocations from OHCS. Hacienda is however uniquely suited to score well for 9% tax credits as there are separate set aside allocations for Rural and for Culturally Specific organizations. In essence, we would qualify for two different pools of these 9% LIHTC funds, doubling our chances of success.

## OWNING ENTITIES

We believe generational wealth is derived from the equity of appreciable assets. In real estate, homes are considered a depreciable asset, while the land they sit on appreciates in value. For this reason, we don't believe a community land-trust model is an appropriate tool for the Westfield site. Instead, Hacienda prefers LIHTC deals which allow for the appreciable assets to remain accessible with community.

The typical entity structure for LIHTC deals involve a formation of a limited liability partnership which gives investors 99.99% ownership of the project and gives the remaining .01% ownership to the non-profit partner, namely Hacienda, for 15 years. At the end of 15 years a financial exit takes place in which the investor exits the partnership and transfers their share of ownership to the non-profit. Some may think this poses an opportunity for non-profits to flip the property for market rate development, but in fact, OHCS requires that deeds maintain a 60-year affordable housing use clause for projects funded. Hacienda's current business model is to hold properties in perpetuity - we want to be a permanent resource for the community!

## PROJECT ASSUMPTIONS AT AT GLANCE

For both finance structures, the following financial assumptions were used for our proforma. Please note that these are estimates based on research and Hacienda historical data:

- LIHTC equity pricing at .86 and .89 for energy credits, from consulting with multiple tax credit investors on projected appetite for area and macroeconomic conditions
- Construction loan with 6.25% rate, based on recent property funding.
- Permanent loan with 5.8% rate and 40 year amortization and 1.15 minimum year 1 Debt Service Coverage Ratio, based on recent property funding
- LIFT allocation within OHCS 2023 Rural guideless for maximums per unit size
- Developer fee under maximum 18% of total development costs per OHCS standard for property size
- SDC and waiver estimated by Salazar Architects
- Construction costs estimated by Colas Construction
- Solar costs estimated by size and cost of prior solar installations.
- Other professional and financial service fees based off of current actual development costs, resized for project scope when necessary.
- Rents and incomes based off HUD 2023 schedule for Marion County
- Rents are purposely not reduced by a Utility Allowance, as Hacienda will cover WSG and electric usage over what is produced by Solar Array (no gas)
- Operating costs based on Hacienda current portfolio performance and recent financial analysis of similar rural development in Oregon of \$6,005 per unit per year plus \$450 replacement reserves per unit per year. Operating cost assumes city currently has in place or is able and willing to adopt ORS 307.540 or similar state tax exemption measure for a full property tax exemption.
- Operating reserve sized on 6 months expenses plus debt service per OHCS and investor guidelines.
- Replacement reserve based on \$450/unit; note that this is more than OHCS guideline.
- Inflation for Income and Expenses and Vacancy Rates are in compliance with AHIC underwriting requirements used by tax credit investors and lenders.

## ROLE OF THE CITY

The City of Silverton can support the development efforts through a variety of ways. The first is through permitting a full SDC waiver which helps us minimize project costs. SDC fees are typically higher than market rate costs due to additional levels of oversight and due diligence required by state and federal sources.

The second provision would be city council adoption of a 10-year minimum property tax exemption for affordable housing; taxes are our single largest line item in annual operational expenses. As incomes cannot be increased, the only way affordable housing developers can increase property net operating income is by decreasing expenses – however, it is hard to decrease expenses too far without compromising effective programming and property upkeep and quality. Tax exemptions allow us to decrease expenses without decreasing quality. With the decreased expenses, our net operating income increases, which is then leveraged at a 1:15 coverage ratio to increase permanent loan capacity, reducing funding gaps that would otherwise be insurmountable to a minimal or nonexistent level and allowing project financial feasibility.

Lastly, the City can support this development by offering multiple Land Use Review pre-application or working sessions with the jurisdiction having authority prior to the final application at no or low cost. This also contributes to the assurance that the project is truly developed jointly with the desires and concerns of the community. We typically see a need for 1 or 2 pre-application sessions.

Finally, per the RFP, we would ask the city to work with us to apply for CDBG funding for qualified public improvements, as it is our understanding Silverton is not an entitlement community with HUD and would need to compete in the twice-yearly State funding for CDBG.

## ASSUMPTIONS ON PRIMARY SITE INFRASTRUCTURE

For assumptions on primary site infrastructure, we are carrying a ¾ Right of Way improvement on Davenport Lane. With the grading of the site showing that it is sloping away from both W Main Street and Davenport Lane a sewer lift station has been assumed. For water utilities we have assumed that the line will need to be extended down Davenport Lane. We anticipate site infrastructure and right of way improvements are an appropriate and eligible expense to utilize community development block grant funds.

For more site infrastructure assumptions refer to page 10.

## PREVAILING WAGE ASSUMPTIONS

At this time we are not anticipating prevailing wage rates. If BOLI/Davis-Bacon commercial wages are triggered we can expect to add 10% to the total project budget.



# ANNUAL MEDIAN INCOME AND RENT AFFORDABILITY

The chart below illustrates examples of the household income levels at 60% AMI and less to convey the affordability and access to housing provided by affordable housing projects utilizing LIHTC funds.

**IF A FAMILY OF (4) EARNS ..... THEN THAT FAMILY MAY AFFORD\***

**60% AMI**



Carpenter \$41,440      Mental Health Counselor \$40,360      Firefighter \$44,276

**50% AMI**



Patrol Officer \$37,610      Healthcare Technician \$36,000      Photographer \$35,050

**40% AMI**



Caregiver \$30,100      Early Childhood Teacher \$29,110      Janitor \$30,000

**30% AMI**



Teaching Assistant \$20,303      Data Entry Clerk \$22,500      Food Service Worker \$21,336

\*2023 OHCS income and rent limits - Income Limits for LIHTC & Tax-exempt Bonds

# TIMING AND ANTICIPATED PROJECT SCHEDULE





**ANTICIPATED PROJECT SCHEDULE**

Anticipated project schedule assumes an executed award agreement in July 2024.

<b><u>Pre-Development</u></b>	
City/Developer Agreements executed	July 2024
Community Engagement Kickoff	August 2024
Design Phase Begins	August 2024
Site Acquisition	September 2024
Site Analysis	September 2024
Design Review (Type I or Type II)	December 2024
Building Permits & Fees Submitted	April 2025
Design Phase Ends/ Plans Completed	May 2025
Building Permit Completed	August 2025
Final Bids	September 2025
<b><u>Financing Construction Loan</u></b>	
CDBG Application	January 2025
Proposal	April 2025
Firm Commitment	September 2025
Syndication/Partnership Agreement (LIHTC)	October 2025
Partnership Agreement (LIFT)	October 2025
Closing/Funding of Loan	October 2025
<b><u>Development / Construction</u></b>	
Contractor Selected	April 2024
Construction Begins	October 2025
Certificate of Substantial Completion	January 2027
Construction Completed	February 2027
Construction Duration	16 months
Community Engagement Completed	January 2027
<b><u>Financing Permanent Loan</u></b>	
Proposal	January 2027
Firm Commitment	October 2027
Closing/Funding of Loan	November 2027
<b><u>Unit Availability</u></b>	
Lease Up Begins	January 2027
Lease Up Completed	June 2027
Unit Absorption	8 units per month

# OUTREACH AND ENGAGEMENT PROCESS







## COMMUNITY ENGAGEMENT

### COMMUNITY ENGAGEMENT MODEL

Hacienda and Salazar has been deeply involved in the design and execution of extensive community engagement around affordable housing for many years. Our proven model folds environmental equity, social justice, and policy advocacy into the heart of the process to build people-first, resilient, and lasting communities. Our people-first approach describes community engagement that can be distilled down to “listen and execute”. Our goal is to deepen collaboration between the City, community, and future residents to shape the exterior and interior design of our buildings.

Our engagement strategy will include convening two separate focus groups during each phase of design (SD, DD, CD, CA) so community members and prospective residents can learn more about the proposed design. In fact, because Hacienda will also be the Resident Service Provider, this will lay the groundwork for us to understand the specific needs of future residents, which will be carried not only into the final design, but beyond.

### THE CITY’S ROLE IN ENGAGEMENT

The City can have a significant role in this process by identifying and connecting us with community leaders, synchronize press release news and announcements to further broadcast our reach of community engagement events, and hosting neighborhood meeting spaces at public city facilities. The goal of engagement is to arrive at a design that honors the design principles of the City while bringing new perspectives and richness to Silverton.

**Hacienda will engage community members around final design elements and amenities as well as future programming on site.**

*“We believe that a diverse use of methods of community engagement captures a diversity of experience.”*

### ONGOING ENGAGEMENT

As a way to provide ongoing engagement, we will create a project website so that all who are interested in the project can stay informed. See an example of this by visiting one of our current project’s engagement web page: [EngageWithLakeGrove.com](http://EngageWithLakeGrove.com)

All Hacienda community engagement includes the following main principles that we believe reduce barriers and allow for authentic engagement:

**COMPENSATION.** Hacienda compensates all community members who participate in community engagement activities as if they were consultants.

**LANGUAGE NEEDS AND MULTILINGUAL RESOURCES.** We assess interpretation and translation needs before engagement activities. We are committed to hosting both virtual and in-person engagement sessions in multiple languages and providing multilingual resources ensure that non-English speaking individuals can access our services.

**MEETING FORMAT AND VIRTUAL OPTIONS.** Included in our community engagement effort we plan to provide virtual programming to serve people who may not be able to attend in-person events. Although our projects have successfully instituted virtual community engagement sessions, Hacienda acknowledges that meeting in person is the best way to build relationships and community.

**PARTNERSHIP WITH OTHER ORGANIZATIONS.** Paramount to the success of our engagement is partnerships with local organizations. Hacienda will first reach out to other local resources and partners to amplify voices, focus reach, and serve specific communities that we otherwise could not.

# TOP CONCERNS AND OTHER CONSIDERATIONS

Work about  
y Preparedness:  
- Outages  
how events  
ing people from  
ng  
edia Earthquake  
ge of emergency  
es

Communication  
with neighbors  
~~then~~ during  
construction  
process; Not using  
street for ~~off~~ construction trucks

Add  
your  
thoughts

Designating EV spaces  
if residents don't  
have EV vehicles  
only reduces the  
number of spaces  
available. Please  
think about how to  
make these fully  
useable

Can families in these  
units become  
child care providers?  
Co-locate child care



## ADDITIONAL CONSIDERATIONS

The City has truly identified an auspicious opportunity for affordable housing in the City of Silverton, which is emphasized by its unique access to transportation and close proximity to places of leisure and play. We are enthusiastic about the possibilities and we have assembled a some additional thoughts for the development of this community for the City's consideration.

### TOP CONCERNS

#### RECONFIGURATION OF STATE FUNDING PROCESSES

It's worth noting that Oregon's Housing and Community Services (OHCS) funding programs are undergoing restructuring. While this should streamline the delivery of affordable housing units in Oregon, we think that there will be an inherent disruption to the predictability of funding opportunities. We have additionally heard that there will not be 4% or 9% Low Income Housing Tax Credits allocations for the 2024 fiscal year.

While we can not say for certain that we will be awarded funds for the 2025 fiscal year, we realize that our organization has some advantages over other firms through the new project evaluation standards that will be implemented with the reconfiguration of the OHCS funding process. Project Evaluation Standards require that all projects must meet two of the following: culturally specific organization ownership, BIPOC ownership, plans for BIPOC business utilization, culturally specific resident services, racially equitable tenant population, tenant outcomes by race and ethnicity. Hacienda is proud to say, as a culturally specific houser and service provider, that we meet these requirements!

Our team is committed to navigating the ever-changing funding landscape and we look forward to collaborating and sharing resources with the City through this development.

#### WETLAND MITIGATION

The wetland report contends the stream is interment and non-fish bearing, until the state accepts these finding there is risk the majority of the Phase 2 property is undevelopable. Typically a minimum 200 foot buffer is required on each bank of a perennial or fish bearing stream, some of which can be intermittent. We have proposed a design based on a 50-foot buffer zone along each bank based on state requirements of non-fish bearing streams. Encroachments into the buffer and crossing the stream will require mitigation which is costly so we have suggested limiting impacts and crossings. The permitting time line for wetland impacts can be long through the state so this is another risk that will need to be monitored as designs are refined, in particular in Phase 2 where crossing the creek is proposed.

#### STORMWATER

Until a geotechnical report is completed with site specific infiltration testing we can only make assumptions based on past experience in Silverton. We assume infiltration on-site is unlikely so two options would likely be explored. Either a stormwater basin(s) on the west/south side of the site or discharge to the creek (provided we don't increase the runoff from Pre to Post Development). Including on-site stormwater basins may either require additional site area or a reduction in some combination of program - open space, parking, building area.

#### INDUSTRY WIDE PROCUREMENT DELAYS

The largest concern that would affect the timely delivery of affordable housing units is the procurement period for building products and equipment. Global factors have far reaching effects that disrupt material delivery. While we can't be certain that conditions will stabilize, we can employ several risk management strategies to absorb equipment delays as best as possible.

- Proactive Risk assesment and contingency planning - By developing contingency plans and alternative sourcing strategies, we minimize the impact of potential delays and maintain project momentum.
- Early on-boarding of subcontractors - By involving subcontractors during the initial planning and design phases, we gain valuable insights into project requirements and potential challenges
- Frequent communitcation with vendors - Essential for building trust, we maintain open lines of communication throughout the construction process, and with procurement, subcontractors are provided with timely updates on project timelines, specifications, and any changes or adjustments.

## ADDITIONAL CONSIDERATIONS FOR THE CITY

### COMPLETION OF DAVENPORT LANE

Our team has budgeted for 3/4 road right of way (ROW) improvement of Davenport Lane in our proforma. While this scope exceeds typical (ROW) responsibility for a developer, there is still a significant stretch of Davenport Lane should be improved. The existing street condition in front of the dog park which provides connectivity to the Westfield site is currently gravel. We'd like to put forward that the City considers improving the gravel road to an asphalt surface. Collaboration with the contractors construction schedule for ROW improvements would certainly lead to a successful and complete street connection.

### LOW INCOME HOUSING TAX CREDIT 4% VS. 9%

Our proposal is based on the anticipation of 4% Low Income House Tax Credit (LIHTC) equity award. This tax credit is not competitive which provides a degree of certainty for funding assumptions for the project. This approach allows us to maximize the unit density of the site while also maintaining parking ratio goals of 1.6:1.

Alternatively, our team had also found that a 9% LIHTC approach for financing the project would be feasible. 9% LIHTC tends to generate around 70% of a development's equity while a 4% tax credit generates around 30% of a development's equity. If the project were to pursue a 9% LIHTC proforma this would result in less funding sources required for the project which would in turn provide greater predictability for the fund sources used the caveat is there is greater risk associated with this approach as 9% tax credits are very competitive.

9% tax credits have regional set asides as well as set asides for culturally specific nonprofit developers such as Hacienda, giving a 9% application a unique edge for this competitive credit were we to pursue it. Additionally, the uncertainty of Local Innovation and Fast Track funds available for 2025, which we are holding as an assumption in our current proforma, would position the 9% LIHTC approach as a considerable alternative.

### PROJECT PHASING AND PHASE 2 CIRCULATION

The developable area of Phase 2, based on the wetland information, is fairly limited. For long term cost efficiency and to minimize disruption to Phase I residents the utilities for both phases should be master planned and constructed to at least a stub out for Phase 2. This is a costly burden for the Phase 1 project.

Access to W. Main Street is proposed while the RFP states access to W. Main St. is challenging. We think it is a worthwhile discussion to have about access versus environment. By accessing W. Main St we can provide fire access to the south side of the site with limited environmental impacts and a lower carbon footprint by using significantly less construction materials such as concrete.



1 **CITY OF SILVERTON**  
2 **AFFORDABLE HOUSING TASK FORCE MINUTES**

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3 **421 South Water Street and Zoom Web Conference Platform**

4  
5 **May 21, 6:30 p.m.**  
6

7 **I. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL**

8 Chairman Freilinger called the meeting to order at 6:30 p.m. The task force members and staff  
9 were present both in person and through the virtual meeting platform Zoom, consistent with House  
10 Bill 2560.

Present	Excused	
X		Jason Freilinger {Chairman}
X		Dana Smith
X		Karyssa Dow
X		Laurie Chadwick
	X	Sarah White
	X	Gene Oster
X		Barbara Rivoli
X		Hilary Dumitrescu
X		Rebecca Delmar
X		Ray Teasley
		Clay Flowers {Planning Commission Rep.}
X		

26  
27 **STAFF PRESENT:**

28 Community Development Director, Jason Gottgetreu.  
29

30 **II. APPROVAL OF MINUTES:**

31 Member Smith moved to approve the minutes from the April 16, 2024, meeting, Member  
32 Flowers seconded the motion and it passed unanimously.  
33

34 **III. PUBLIC COMMENT:** There were no comments.  
35

36 **IV. DISCUSSION/ACTION:**  
37

38 **4.1 Affordable Housing Development – Review**  
39

40 a. DevNW and Ink Built – SOQ & RFP  
41

42 b. Hacienda Community Development Corp. – SOQ & RFP  
43

44 The Task Force held open discussion with Director Gottgetreu regarding the presentations from  
45 DevNW/Ink built and Hacienda Community Development Corp presented on May 20, 2024, at

1 the City Council meeting. Design criteria of each presentation were critiqued by task members to  
2 review cost ability.  
3  
4 Member Rivoli enjoyed both presentations. They asked for clarification on tax credit and funding  
5 possibilities for either of the groups. Member Rivoli relayed their favor for the DevNW  
6 presentation.  
7  
8 Director Gottgetreu stated their general understanding of the presented tax credit and funding  
9 sources.  
10  
11 The Task Force discussed the funding sources in conjunction with project completion.  
12  
13 The Task Force requested further clarification regarding density and affordability being affected  
14 by potential lack of funding.  
15  
16 Discussion led to the partiality for DevNW possessing in house construction versus Hacienda  
17 Community Development Corp outsourcing.  
18  
19 Member Flowers commented on the request for System Development Charges [SDCs] being  
20 waived; they suggested the City Council approve this request. Member Flowers iterated DevNW  
21 requested for a fifteen-year property tax exemption; they were unaware if this request was strictly  
22 related to City property tax. Member Flowers added Hacienda Community Development Corp did  
23 not provide a time for their property tax exemption request.  
24  
25 The Task Force discussed the potential value of the Westfield property and the value to which  
26 could be potentially waived in tax dollars. The lack of laundry services in the Hacienda proposal  
27 in correlation with the monetary expense for future residents.  
28  
29 Chairman Freilinger interjected they believe a large portion of the City Council is dedicated to the  
30 project.  
31  
32 Requested credits and monetary exemptions from the presentations were discussed. The inner  
33 workings of the proposed programs and services from each proposal were then compared. It was  
34 determined that each proposal had similar programs. The Task Force then compared proposals for  
35 educational and community classes for residents; the Task Force highlighted the benefit of this  
36 item along with having on-site management for resident support.  
37  
38 Discussion led to individual proposals providing flexibility with the potential projects; it was  
39 determined that DevNW seemed to have more flexibility and a willingness to work with the City.  
40  
41 Chairman Freilinger stated they did not believe Hacienda's presentation was conducive with their  
42 proposal; they felt DevNW had more depth.  
43  
44 Member Delmar highlighted Hacienda's approach to community engagement, their integrated  
45 design concept, and focus on sustainable building.  
46



1 Director Gottgetreu relayed DevNWs sustainable proposal including but not limited solar array,  
2 insulation, energy efficient windows etc.  
3  
4 Member Dumitrescu provided elucidation on Federal funding and the potential for grant  
5 obtainment. They relayed their intent for solidifying the project as affordable housing and ensuring  
6 the development maintained the status.  
7  
8 Member stated the [City] retaining ownership of the land provides insurance and safety for the  
9 development maintaining [affordable housing] status.  
10  
11  
12 The Task Force and Director Gottgetreu discussed developing agreements and legal memorandum  
13 for the development. There was conversation on creating safeguards to maintain the affordable  
14 housing development.  
15  
16 Discussion led to Phase two of the project and the process for residents purchasing homes.  
17  
18 Member Flowers broached the subject of designated funding for the developments construction  
19 and inquired about funding sources for ongoing maintenance of the buildings.  
20  
21 Member Dumitrescu relayed available grants the developers could potentially utilize to assist with  
22 maintenance cost.  
23  
24 Director Gottgetreu clarified the proposals performas and their included program cost breakdown.  
25  
26 Director Gottgetreu and the Task Force discussed monetary reserves for the development's  
27 maintenance. Director Gottgetreu displayed the provided operations/programming estimated costs  
28 from the developers.  
29  
30 Member Flowers inquired about the provided social-educational programs and questioned if there  
31 was a monetary requirement to attend the programs.  
32  
33 Member Dumitrescu commented grant funding tends to dictate the fundamental requirements for  
34 programs affordable housing developments provide.  
35  
36 Member Teasley and Director Gottgetreu discussed the potential to select an alternate partnership  
37 if negotiations did not go well. It was determined the City had the potential to alternate partnership  
38 with a termination agreement.  
39  
40 Member Rivoli added their favor for the programs and services being included in residents rent.  
41 They commented on DevNWs cost breakdown, they identified the inclusion of onsite and offsite  
42 management services.  
43  
44 Chairman Freilinger inquired about the Task Force's opinion for recommendation to City Council.  
45  
46 The Task Force discussed their preference on recommendation for City Council.

1 Chairman Freilinger and the Task Force reviewed their questions for the applicants, they included:  
2 how the services were financed, what would happen if they did not receive the preferred 9%  
3 criteria, and is the part-time staff position a person who would reside onsite. Director Gottgetreu  
4 was to follow up with the questions and email the Task Force.

5  
6 Member Teasley moved to recommend DevNW to City Council for partnership with the caveat  
7 the Task Force’s questions were answered before the recommendation went to Council; member  
8 Flowers seconded the motion; and it passed unanimously.

9  
10 There was discussion regarding the Task Force attending the Planning Commission future  
11 meetings for the development. It was determined the Task Force would maintain active status to  
12 assist the City of Silverton.

13  
14 **V. ADJOURNMENT:**  
15 The meeting adjourned at  
16 /s/ Cleone Cantu, Planning and Permit Assistant.

DRAFT



# CITY OF SILVERTON

## City Council

### Protocols & Guidelines



Amended February 6, 2023

Amended March 7, 2022

Amended March 2, 2020

Amended May 7, 2018

Amended April 4, 2016

Amended March 2, 2015

Amended April 1, 2013

Amended March 5, 2012

Adopted October 4, 2004

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**Silverton City Council  
Protocols and Guidelines  
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## **PREFACE**

The following is a single source reference document on the Silverton City Council's protocols and communication guidelines. The protocols and guidelines included in this reference document have been formally adopted by Council Resolution No. 04-27 and subsequent updates.

The Silverton City Council believes that effective municipal governance requires that individual Council members adhere to a general set of principles when dealing with each other and the general public. Furthermore, the City Council desires to conduct its meetings in a manner that is courteous, effective and efficient, while fostering an environment that is fair, open and responsive to the needs of the community. Members of the Silverton City Council will:

- Trust and respect the opinions of fellow Council members, and be well informed and participate in the decisions of the Council.
- Accept responsibility to attend all Council meetings and Council sub-committees assigned.
- Fulfill obligations to share with other Council members the membership on the committees assigned.
- Provide appropriate written notification to the Mayor, Council President or City Manager of an absence as soon as possible prior to the meeting time.
- Not disclose information which is confidential and, when asked by the public for information that is still confidential, will state that the information is confidential.
- Make every attempt to resolve any conflict with a fellow Council member prior to bringing the conflict to the attention of the Council.
- Expect to be informed of all issues and data in a timely manner.

## **COUNCIL MEETING EXPECTATIONS**

- Try to make the citizens comfortable and part of the process at the meetings.
- Make visitors comfortable by being courteous, respecting their opinions, and by showing trust and respect for visitors.
- Do my best to communicate in clear, concise and audible language and written communications.
- Strive to maintain a tone of voice that is friendly and sincere.
- Honor and act on all requests for action and/or information in a timely and courteous manner.



- Discuss issues, but not personalities with non-Council members. After an issue has been voted on, a council member will communicate in a manner that does not undermine the integrity or motives of the Council.

COUNCIL FINAL AUTHORITY ON GUIDELINES: All questions regarding these guidelines shall be resolved by majority vote of the City Council.

**Enclosures:** Appendix A – Policy Decision-Making Process Illustration  
Appendix B – Request for Policy Consideration Form  
Appendix C – City Charter  
Appendix D – Chapter 2.04 Silverton Municipal Code – City Council  
Appendix E – 192.610-695 Oregon Revised Statutes – Public Meetings

## I. COUNCIL MEETINGS

1. **Regular Meetings** – Consistent with Charter Section 13, regular meetings shall be held at least once each month in the city at a time and place which it designates. Pursuant to Section 2.04.020 of the Silverton Municipal Code (SMC), the City Council designates the first Monday of each month, commencing at 6:30 p.m. in the Silverton High School Library, 1456 Pine Street or the City Council Chambers, Silverton Community Center, 421 S. Water Street.
  - a. **Other Locations** – The Council may, from time to time, elect to meet at other locations within the City and upon such election shall give public notice of the change of location in accordance with provisions of Oregon Revised Statutes (ORS) 192.610-695.
  - b. **Location During Local Emergency** – If, by reason of fire, flood or other emergency, it shall be unsafe to meet in the Council Chambers, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor, if the Mayor does not so designate, by the Council President or City Manager.
  - c. **Reschedule Meetings for Holidays** – When the day for any regular scheduled meeting falls on a legal holiday, the meeting for that month shall be held on the second Monday of the month.
  - d. **Telephonic/electronic meetings** may be held in compliance with the Oregon Public Meetings Law. Members of the City Council will be considered present and may participate and vote in the City Council meetings via telephone, electronically or by other means when approved by the Mayor of the City of Silverton and consistent with the Oregon Public Meetings Law.”
2. **Special Meetings & Emergency Meetings** – Special meetings and emergency meetings of the Council may be called and held consistent with Section 2.04.030.040 SMC and ORS 192.640.
3. **Work Sessions** – The Council holds Work Sessions on the third Monday of each month, commencing at 6:30 p.m. in the Silverton High School Library, 1456 Pine Street or City Council Chambers. When the day for a scheduled Work Session falls on a legal holiday, the Work Session shall be held on the fourth Monday of the month. Work Sessions are designed to allow Council to gain more in-depth knowledge of a particular subject and to discuss the pros and cons of an issue without taking formal action on the matter. Work Sessions are open to the public, but typically public comment is not received.
4. **Adjourned Meetings** – The Council may adjourn any regular or special meeting to a time and place specified in the order of adjournment.

5. **Executive Sessions** – Consistent with ORS 192.640-660, the Council may hold an Executive Session during any regular or special meeting, or any time otherwise authorized by State law to consider or hear any matter which is authorized by State law to be heard or considered in closed session.
  - a. The City Council may exclude from any such closed session any person or persons which it is authorized by State law to exclude from such closed sessions.
  - b. Council members may not reveal the nature of discussion from a closed session unless required by State law.
  - c. The City Council shall take no final action on any matter discussed or deliberated on in closed session.
  - d. The general subject matter for consideration shall be expressed in an open meeting before such session is held. Executive sessions may be held to discuss certain matters specified by State law, including:
    - (1) Initial employment of public officials and employees;
    - (2) Dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, or individual agent who does not request an open hearing;
    - (3) Deliberations with persons designated to negotiate real property transactions;
    - (4) Deliberations with persons designated to conduct labor negotiations;
    - (5) Discussion of records that are exempt from public inspection;
    - (6) Negotiations involving matters of trade and commerce when the unit of government is in competition with other areas;
    - (7) Legal rights and duties of a public body with regard to current litigation or litigation likely to be filed;
    - (8) Review and evaluation of an executive officer, public officer, employee or staff member, unless an open hearing is requested by the person being reviewed; or
    - (9) Negotiations regarding public investments.
6. **Cancellation of Regular Meetings** – Any meeting of the Council may be canceled in advance by a majority vote of the Council, provided that the Council meets “...at least once per month...” in accordance with Section 13 of the City Charter.



7. **Quorum** – Consistent with Charter Section 14, a majority of the incumbent members of the Council shall constitute a quorum for its business, but a smaller number may meet and compel the attendance of absent members in a manner provided by ordinance.
8. **Mayor** - Consistent with Charter Section 17, the Mayor shall preside over Council deliberations and shall have a vote on all questions before the Council. The Mayor is responsible for preserving order, enforcing Council rules, and determining the order of business under the rules of the Council.
  - a. **Absence of Mayor** – Consistent with Charter Section 18, The Council President shall preside in the absence of the Mayor.
  - b. **Mayor & Council President Absence** – When the Mayor and Council President are both absent from any meeting of the Council, the members present may choose another member to act as Mayor pro tem, and that person shall, for the time being, have the powers of Mayor.
9. **Attendance by the Public** – Pursuant to ORS 192.610-695, and except as specifically provided by State law for executive sessions, all meetings of the Council shall be open, public and accessible.
10. **Minutes** – Minutes of the Council will include paraphrased information on what took place at a given meeting, final motions, vote tally (in the event of a no vote by one or more Council members, the tally shall indicate yes and no votes by name,) attendance of Council members and staff, and the names of any interested party providing testimony before the Council. Speeches, presentations, statements or discussions will not be described verbatim, except when the information is necessary to understand what took place.
  - a. **Comments for the Record** – If a Council member desires for a comment to be included in the minutes, it is his or her responsibility to indicate that the statement is “for the record” before making the comment(s).
  - b. **Timing of Council Approval of Minutes** – Minutes of meetings are generally submitted for Council approval at the next regularly scheduled meeting for approval.
  - c. **Recording of Meetings** – Taped recordings of proceedings are maintained by the City Clerk in accordance with the City’s Records Retention Schedule.

## II. ORDER OF BUSINESS

1. **General Order** – The business of the Council at its meetings will generally be conducted in accordance with the following order of business unless otherwise specified. A closed session may be held at any time during a meeting consistent with State law.

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL  
APPROVAL OF MINUTES  
OATHS OF OFFICE/PUBLIC RECOGNITION  
PUBLIC COMMENTS/ITEMS NOT ON THE AGENDA  
SCHEDULED PRESENTATIONS TO COUNCIL  
QUASI-JUDICIAL PROCEEDINGS  
PUBLIC HEARINGS  
DISCUSSION/ACTION ITEMS  
CONSENT AGENDA  
APPOINTMENTS TO COMMITTEES AND ADVISORY GROUPS COUNCIL  
CITY MANAGER UPDATE  
COUNCIL DISCUSSION/COMMUNICATIONS  
EXECUTIVE SESSION  
ADJOURNMENT

2. **Items not on the Agenda** – Pursuant to ORS 192.640, the City shall publish a list of the principal subjects anticipated to be considered at the meeting, “but this requirement shall not limit the ability of a governing body to consider additional subjects.”
3. **Special Announcements and Presentations** – All special presentations will be calendared and coordinated through the Mayor and/or the City Manager and will be limited to a time period not to exceed 5 minutes at each Council meeting. The Mayor may grant an exception to this requirement on a case-by-case basis.
4. **Council Communications** – The Council Communications section of the agenda provides Council the opportunity to briefly comment on Council business, activities, and community events. This may include verbal reports by councilors sitting on regional or local boards/commission/committees, city operations, city projects, upcoming events, and functions.
5. **Consent Agenda** – Routine items of business that require a vote but are not expected to require discussion or explanation may be placed on the consent agenda by the Mayor or City Manager. These items are voted on as one item to reduce the length of the agenda and the length of Council meetings. Any item that is placed on the consent calendar may be pulled for discussion at the request of a Councilor.

6. **Monthly Reports** – The following reports may be included in the agenda packet for each regularly scheduled meeting, and others as appropriate or requested by Council:
  - a. **Financial Report** – A condensed report of the City’s finances by operating fund. The City Council shall receive one detailed financial report on a quarterly basis.
  - b. **Council Discussion Items Follow-up Report** – A simple spreadsheet documenting issues raised by Council members during the Council Discussion portion of the agenda that require further follow-up by staff.
  - c. **Public Projects Update** – A brief description of current or planned public projects, updated monthly.
  - d. **Planning Report** – A brief description of planning and land use related issues.
  - e. **Police Report** – A brief report on crimes and traffic citations pertinent to the City of Silverton.
  
7. **Standard Adjournment** – The Council establishes 10:00 p.m. as the hour of adjournment and will not hear any new agenda items beyond 10:00 without a majority vote of the Council. To continue an item under consideration, the Council should find that discussion, deliberation, and action on the item can be concluded by 11:00 p.m. If an agenda item(s) remain after 11:00 p.m. the City Council may decide by majority vote whether to continue the meeting, schedule a special meeting, or defer the item(s) until the next regular meeting.



### III. RULES OF CONDUCT FOR COUNCIL MEETINGS

1. **General Procedure** – It is the policy of the Council not to become involved in the entanglements over “parliamentary procedure.” Consistent with the City Charter and any applicable City ordinance, statute or other legal requirement, any issue or procedure relating to the conduct of a meeting or hearing not otherwise provided for herein may be determined by the Mayor, subject to appeal to the full Council.
2. **Addressing Members of the Public or Staff** – In addressing the public and members of the City’s staff, Council members will generally refer to persons as Mr. or Mrs., or Ms. followed by their surname. Staff shall refer to Council members as Mayor or Councilor followed by the surname of the person being referred to.
3. **Authority of the Mayor** – Subject to appeal to the full Council, the Mayor shall have the authority to prevent misuse of motions, or the abuse of privilege, or obstruction of the business of the Council by ruling any such matter out of order. In so ruling, the Mayor shall be courteous, fair, and should presume that the moving party is acting in good faith.
4. **Mayor to Facilitate Council Meetings** – In the role as facilitator, the Mayor will assist the Council to focus on the agenda, discussions and deliberations.
5. **Council Deliberation & Order of Speakers** – The Mayor is delegated the responsibility to control debate and the order of speakers. Speakers will generally be called upon in the order they make the request to speak.
  - a. **Questions Addressed to Another Councilor** – With the concurrence of the Mayor, a Council member holding the floor may address a question to another Council member and that Council member may respond while the floor is still held by the Council member asking the question. A Council member may opt not to answer a question while another Council member has the floor.
6. **Limit Discussion and Deliberations to Item at Hand** – Council members will limit their comments to the subject matter, item or motion being currently considered by the full Council.
7. **Length of Council Comments** – Council members will govern themselves as to the length of their comments or presentation.
  - a. The Mayor shall act as the arbiter in determining how long an individual Council member may speak on an item. The intent of this policy is not to limit debate, but rather to assist Council members in their efforts to communicate concisely.
8. **Obtaining the Floor** – Any member of the Council wishing to speak must first obtain the floor by being recognized by the Mayor.

9. **Discussion** – The following basic format should be followed for discussion on each item on the agenda. The Mayor will:
- a. Announce the agenda item, sometimes by number, clearly stating the subject of the issue. If it is a public hearing open the public hearing.
  - b. Invite reports from staff, advisory committees, or other persons charged with providing information to the Council.
  - c. Ask if any Council Members have any technical questions that require clarification.
  - d. Ask for public comments or, if when the item is a public hearing invite the appellant then the applicant and lastly the public to provide testimony as described in Section V. At the end of the public comment section announce that public input has concluded or the public hearing has ended. The balance of the discussion will be limited to the members of the Council, unless the Council waives this rule by majority vote.
  - e. Invite a motion from the Council and recognize/announce the name of the member making the motion and then the person seconding the motion.
  - f. Ensure that the motion is clearly understood, either by repeating it or by asking the clerk or the author of the motion to repeat it.
  - g. Ask if there is further discussion on the motion before the Council.
  - h. Moderate any further discussion if needed, allowing for normal and reasonable debate, on the motion or any proposed amendments before the question is called.
  - i. Determine that the motion is ready for a vote.
  - j. Call for the vote.
  - k. Announce the result of the vote.
10. **Motions** – Motions may be made by any member of the Council. Any member of the Council, other than the person offering the motion, may second the motion.
11. **Procedure for Motion** – The following is the general procedure for making motions:
- a. Before a motion can be considered or debated it must be seconded.
  - b. Council members wanting to make a motion should notify the Mayor of their intent to do so.

- c. A Council member wishing to second a motion should do so through a verbal request to the Mayor.
  - d. Once the motion has been properly made and seconded, the Mayor shall open the matter for discussion to the full Council.
  - e. Once the matter has been fully discussed and the Mayor calls for a vote, no further discussion will be allowed, provided, however, Council members may be allowed to explain their vote.
12. **Motion Amendments** – When a motion is on the floor, and an amendment is offered, the amendment should be acted upon prior to acting on the main motion.
13. **Motion of Intention** – A Motion of Intention process is generally limited to matters legally required to be supported by findings.
- a. In proceedings identified as Quasi-Judicial on the agenda, when the City Council takes an action that is substantially different from the staff recommendation, the Council may utilize the Motion of Intention process.
  - b. A Motion of Intention provides staff direction as to the City Council’s action through a formal motion.
  - c. Based on this motion, staff revises the necessary findings, resolutions and or/implementing documentation for the City Council’s action at the next scheduled meeting.
  - d. Upon receiving a Motion of Intent by a Council member, the Mayor should make sure that the hearing on the matter resulting in the motion is closed prior to a vote.
14. **Ordinances** – Ordinances shall be read and enacted pursuant to Chapter VIII of the City Charter. In general, motions offering ordinances are deemed to include waiver of full reading of the ordinance unless otherwise specifically stated.
15. **Voting** – Pursuant to Charter Section 19, the concurrence of a majority of the Council voting when a quorum of the Council is present shall decide any question before it. No Council member present at a Council meeting shall abstain from voting without first stating reasons in detail at the meeting. If the vote is a voice vote, the Mayor shall declare the result. The results of the vote shall be clearly set forth in the record.
16. **Abstention** – If a Council member abstains because of a legal conflict, he/she is not counted as present for quorum purposes and is not deemed to be voting for the purposes of determining whether there has been a majority vote of those members present and voting.



- a. When a Council member abstains or excuses themselves from a portion of a Council meeting because of a legal conflict of interest, the Council member must briefly state on the record the nature of the conflict. The inclusion of this information in the public record is required by law.
17. **Tie Votes** – A tie vote results in a lost motion. In such an instance, any member of the Council may offer a new and different motion for further action and if there is no action by an affirmative vote on the motion, the result is no action and if the matter involves an appeal, the result is that the decision under appeal stands as decided by the decision-making person or body from which the appeal was taken.
18. **Motions for Reconsideration** –
  - a. A motion for reconsideration of a previous motion that passed or failed may be made at the same Council meeting, so long as it is under the active agenda item and only by a Council member that voted with the majority.
  - b. In the case of a tie vote, the prevailing side or the majority of the Council will be deemed to be those Council members who voted in the negative.
  - c. Any member of the Council may second a motion for reconsideration.
  - d. The same matter may be raised and a motion made by any Councilor at any subsequent Council meeting, provided it is placed on the agenda using the Policy Decision Making Process in Section VII and complies with the Oregon Open Meeting Laws.
19. **Non-Observance of Protocols and Guidelines** – The adopted protocols and guidelines are adopted to expedite and facilitate the transaction of the business of the Council in an orderly fashion and will be deemed to be procedural only. Failure to strictly observe any such protocol or guideline will not affect the jurisdiction of, or invalidate any action taken by the Council. The Council will make every effort to comply with all protocols and guidelines within this document. All questions pertaining to the document regarding its' protocols and guidelines must be resolved by a majority vote of the City Council.
20. **Dress Code for City Council Members** – It is the policy of Council to create a dignified and professional environment for Council meetings. The Dress Code policy shall apply to any individual Council Member representing the City in their official capacity as a member of the City Council.
21. **Use of Handheld Electronic Devices During Council Meetings** – The use of handheld electronic devices shall not interfere with the meeting.

#### IV. QUASI-JUDICIAL PROCEEDINGS

1. **Defined** – Quasi-judicial proceedings are those proceedings in which the City Council is required to make findings based on an evidentiary record as to the entitlement. In Quasi-Judicial proceedings, the City Council sits as the judge and jury, and is required to make findings based on the evidence and records presented. Examples of Quasi-Judicial proceedings include conditional use permits, variances, subdivision map approvals, and enforcement of nuisance provisions.
2. **Identification on the Agenda** – Quasi-Judicial proceedings will be identified as such on the Council agenda under the heading of “Quasi- Judicial Proceedings.”
3. **Ex-Parte Communications** – Ex-parte communication is any oral or written communication made with a Council member outside the Council Chambers or designated meeting place with any person, except the City Attorney and City Staff when performing their official duties, concerning a Quasi- Judicial proceeding to be heard by the City Council.
  - a. When a Council member has an ex-parte communication concerning a subject that is the basis of a quasi-judicial proceeding before the Council, the Council member must state for the public record the nature of that communication. Council members must indicate with whom the ex-parte communication was made and provide a brief statement as to the substance of the communication.
  - b. A Council member may make an oral presentation of the nature of the communication or provide a written statement to be read into the public record.

## V. PUBLIC HEARINGS

1. **General Procedure** – The Council procedure for the conduct of a public hearing is generally as follows:
  - a. The Mayor opens the public hearing and asks Council members if they wish to abstain, declare any ex-parte contact or conflicts of interest. The Mayor asks if any members of the public wishes to challenge the jurisdiction of the City Council or any individual Council member for bias.
  - b. Staff presents the staff report.
  - c. Council may ask questions of staff for clarification on issues raised in the staff report.
  - d. The applicant or appellant then has the opportunity to present comments, testimony, or arguments. In the case of an appeal when the appellant is different from the applicant, the appellant should be called up first to provide comments or testimony. The applicant and/or appellant are allotted 12 minutes for testimony.
  - e. Members of the public are provided an opportunity to present their comments, testimony or argument. Generally, the order of public comment will be: those in favor, those in opposition, and those neither in favor nor opposed. Members of the public are allotted three (3) minutes or 12 minutes for a person(s) representing four or more individuals in attendance.
  - f. The applicant or appellant is given an opportunity for rebuttal or concluding comments. In the case of an appeal when the appellant is different from the applicant, the appellant is given the opportunity for closing comments. The applicant and/or appellant are allotted five (5) minutes for their rebuttal.
  - g. The public hearing may be closed or continued to a specific date and time by a majority of the Council.
  - h. If the public hearing is closed, the Council deliberates on the issue.
  - i. If the Council raises new issues through deliberation and seeks to take additional public testimony, (questions of the public, applicant or appellant), the public hearing must be reopened or continued to a specific date and time. At the conclusion of the public testimony, the public hearing is again closed by a majority of the Council.
  - j. The Council deliberates and takes action.
  - k. The Mayor announces the final decision of the Council.



2. **Time for Consideration** – Matters noticed to be heard by the Council will commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible, and will continue until the matter has been completed or until other disposition of the matter has been made.
  
3. **Public Discussion at Hearings** – When a matter for public hearing comes before the Council, the Mayor will open the public hearing. Upon opening the public hearing and before any motion is adopted related to the merits of the issue to be heard, the Mayor shall inquire if there are any persons present who desire to speak on the matter which is to be heard or to present evidence respecting the matter.
  - a. **Public Member Request to Speak** – Any person desiring to speak or present evidence shall make his/her presence known to the Mayor and upon being recognized by the Mayor, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Mayor. All persons providing testimony must fill out a public hearing request to speak and clearly state their name and address for the record.
  - b. **Council Questions of Speakers** – Members of the Council who wish to ask questions of the speakers or each other during the public hearing portion may do so but only after first being recognized by the Mayor. Interaction with the speaker shall be limited to a question or questions, rather than an ongoing dialogue. Council members should avoid raising questions as a method to extend the allocated time for a speaker.
  - c. **Due Process** – The Mayor shall conduct the meeting in such a manner as to afford due process.
  - d. **Public Oral Presentations** – All Council rules pertaining to oral presentation by members of the public apply during public hearings.
  - e. **Materials for Public Record** – All persons interested in the matter being heard by the Council shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented will be retained by the City Clerk as part of the official record of the hearing, unless otherwise directed.
  - f. **Germane Comments** – No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being discussed. A determination of relevance shall be made by the Mayor, but may be appealed to the full Council.

4. **Communications and Petitions** – Written communications and petitions concerning the subject matter of the hearing will be noted, read aloud, or summarized by the Mayor. A reading in full shall take place if requested by a majority of the Council.
  
5. **Admissible Evidence** – Hearings need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be considered if it is the sort of evidence upon which a reasonable and responsible person is accustomed to rely in the conduct of serious affairs.

## **VI. ADDRESSING THE CITY COUNCIL**

1. **Staff Presentations** – Staff presentations will be limited to 10 minutes. Longer staff presentations must be approved by the City Manager prior to the Council meeting.
2. **Oral Presentations by Members of the Public** – Oral presentations by members of the public at City Council meetings are as follows:
  - a. Prior to the meeting, or during the meeting prior to a matter being reached, persons wishing to address the Council should fill out a general request to speaker card and submit it to the Mayor or City Manager.
  - b. When called upon, the person should come to the podium, state his/her name and address for the record, and, if speaking for an organization or other group, identify the organization or group represented.
  - c. All remarks should be addressed to the Council as a whole, not to individual members thereof.
  - d. Questions, if any, should be directed to the presiding officer who will determine whether, or in what manner, an answer will be provided.
3. **Public Comment** – Public Comment is that portion of the City Council meeting set aside for members of the public to address the City Council on items of any city business other than scheduled agenda items.
  - a. **Timing** – Public Comment is generally permitted at the beginning of a Council meeting just after the Council takes action on the proceeding meeting’s minutes and public recognition. Public comment is limited to three (3) minutes per speaker, but may be extended at the discretion of the Mayor.
  - b. **Addressing Council** – Persons wishing to speak under Public Comment should sign the sign-in sheet and identify themselves at the appropriate time.
  - c. **City Business** – Presentations under Public Comment are limited to items within the subject matter jurisdiction of the City.
  - d. **Council Deliberations Prohibited** – In compliance with Oregon Open Meetings Law, the Council may not deliberate or vote on any matter raised during Public Comment. The Mayor, however, may request the City Manager or staff to provide additional information on any matter of general interest to the full Council or the public at large. To insure the most efficient use of staff time, and to insure that a majority of the Council wishes to take formal action on a matter brought before the Council during Public Comment, a Council member may request a policy consideration or reconsideration through the Council’s Request for Policy



Consideration process in Section VII or by raising the issue during Council discussion at the same meeting. Using the latter method, if at least three other Councilors agree to do so, the matter will be placed on the agenda of the next regular meeting. In no event will the matter be decided at a meeting where the matter is not on the agenda published before the meeting.

- e. Council interaction with the Public – If a Council member believes that a material misstatement of fact has been made by a person during the public comment portion of the agenda, the Council member may ask the City Manager or City Attorney to correct or otherwise clarify the matter or the Council member may provide a direct response at that time. If a spontaneous response is not possible, the Mayor should direct the City Manager to either respond directly to the individual making the request once all the facts are established, or require the City Manager to clarify the issue at the next regular Council meeting for the benefit of the Council and the general public.

- f. Repetitious or Dilatory Comments Prohibited

- (1) A speaker shall not present the same or substantially same items or arguments to the Council repeatedly or in a dilatory manner. If a matter has been presented orally before the Council, whether the Council has taken action, or determined to take no action, the same or substantially same matter may not be presented orally by the same person any further.

Nothing in the foregoing precludes submission of comments to the City Council in writing for such action or non-action as the Council, in its discretion, may deem appropriate.

- (2) In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged.

Whenever a group of people wish to address the Council on the same subject matter, those persons are encouraged to designate a spokesperson to address the City Council. The Mayor may extend the time allocation for a designated spokesperson.

- g. Waiver of Rules – Any of the foregoing rules may be waived by majority vote of the Council when it is deemed that there is good cause to do so based upon the particular facts and circumstances involved.
- h. Non-Exclusive Rules – The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the Council, or of its presiding officer, to govern the conduct of City Council meetings as may be considered appropriate from time to time or in a particular circumstance for purposes of orderly and effective conduct of the affairs of the City.

## **VII. POLICY DECISION MAKING PROCESSES**

1. **Council member Appointments and Assignments** – The Mayor appoints, and the City Council confirms Council member assignments to outside agencies, committees, taskforces and liaison roles.
2. **Mayor to Act as Council Ceremonial Representative** – The Mayor has been delegated the responsibility to act as the City Council’s ceremonial representative at public events and functions. In the Mayor’s absence, the Council President assumes this responsibility. In both the Mayor and Council President’s absence, the Mayor will appoint another Council member to assume this responsibility.

### **Proclamations**

- a. Incoming requests for a proclamation to be presented at an event or Council meeting are provided to the Mayor for approval. All proclamation requests are provided in writing two weeks prior to event/Council meeting date and also include a draft proclamation.
- b. Once the Mayor approves the proclamation request, the proclamation is either scheduled at an upcoming Council meeting, presented at an event or the proclamation is picked up/mailed to the requesting entity/person. In the event that the Mayor is unable to attend an event, the Council President or a Council member attends on behalf of the Council. In this case, the Mayor along with the attending Council President/Council member signs the proclamation.
- c. In the event the Mayor receives a request for a proclamation where the subject matter is questionable as to the appropriateness, the Mayor will forward the request to the full Council for a vote.

### **Certificate of Recognitions**

- a. Incoming requests for certificates of recognition to be presented at an event or Council meeting are provided to the Mayor for approval. All certificate requests are provided in writing two weeks prior to event/Council meeting date and also include certificate verbiage. A copy of the request must be provided to the City Clerk to retain in accordance with Oregon Record Retention Law.
- b. Once the Mayor approves the certificate request, the certificate is either scheduled at an upcoming Council meeting, presented at an event or is picked up/mailed to the requesting entity/person. In the event that the Mayor is unable to attend an event, the Council President or a Council member attends on behalf of the Council. In this case, the Mayor along with the attending Council President/Council member signs the certificate of recognition.

c. In the event the Mayor receives a certificate request where the subject matter is questionable as to the appropriateness, the Mayor will forward the request to the full Council for a vote.

3. **Council member participation in Community Activities** – From time to time, Council members may choose to participate in community activities, committees, events, task forces and civic groups. When a Council member participates in these types of activities, he/she is acting as an interested party rather than acting on behalf of the City Council. Acting or participating on behalf of the City Council is limited to those instances when the Council has formally designated the Council member as its representative for the matter.

4. **Study/Work Session** – Study or Work Session items may be placed on regular or special meeting agendas for the purpose of open discussion. During Study or Work Sessions, Council members will ask questions that staff records. For those questions that staff cannot readily answer, responses will be provided for the Council, transmitted in writing at the earliest possible date.

5. **Advance Administrative and Informational Reports** – Administrative and informational reports will be forwarded to the Council as part of the monthly agenda packets.

6. **Policy Decision-Making Process Steps** – As illustrated in Appendix A, the Policy Decision-Making Process may be initiated by individual Council members, appointed Committees/Commissions and/or staff members. These individuals or groups may request the full Council to consider the review or revision of existing policies or the consideration of new policy. Members of the public may request a Council member to initiate the full Council’s consideration.

a. **Step 1 Initial Inquiry** – Step 1 is accomplished by including the matter on an upcoming meeting agenda for the Council’s consideration. A brief write up of the matter is included on the Request for Policy Consideration Form (Appendix B). The Request for Policy Consideration Form briefly lays out the request so that Council can choose if they wish to dedicate staff time and resources to review the matter. At this juncture, a vote of the Council is taken to determine if the Council feels they have adequate information to make a decision, dedicate staff time and resources to investigate and review revisions, or possible modifications to Council policy.

**Action Taken** – If the Council feels they have adequate information to make a decision, action is taken at this juncture.

**No Further Consideration** – If the majority of the Council chooses not to dedicate staff time and resources to investigate and review policy changes at this time, the decision-making process is complete.



Further Consideration – If the majority of the Council chooses to dedicate staff time and resources to review current policy for possible modifications or the consideration of new policy, additional steps in the Policy Decision-Making Process are triggered as follows:

- b. Step 2 Scope & Assignment – Step 2 of the process includes the City Council, with the assistance of the City Manager, defining the scope of the investigations to be undertaken and assigning primary responsibility for the task to a commission, board, committee or staff. The Council will generally define the scope and assign the task directly after the majority has chosen to have a policy/issue reviewed. The responsible commission, board, committee or staff will proceed to complete the review.
- c. Step 3 Analysis of Alternatives – Step 3 in the process includes completing the alternatives analysis. After the background and current status are completed, alternatives are identified and an analysis is completed. At any time during this process, an administrative report may be prepared to seek confirmation regarding the identified alternatives’ consistency with Council’s direction. This feedback option will insure that additional time is not spent on alternatives that may be inconsistent with the Council’s direction.
- d. Step 4 Administrative Report – Step 4 is the preparation of an Administrative Report. After the analysis of alternatives is completed, recommendations are prepared for the Council’s consideration. The recommendations are included on an upcoming Council agenda for discussion and action.
- e. Step 5 Policy Direction – Step 5 includes the Council providing policy direction. At the conclusion of their discussion regarding the alternatives and recommended actions, the majority of the Council reaches a decision and provides direction as to which alternative will be implemented.
- f. Routine Matters – The policy decision making process is not intended for routine matters where Council, by majority vote, can provide direction to staff to remediate a problem or issue for a member of the community. The process is intended for more complex issues or when they may involve significant staff/board/commission time, where the Council desires to explore all alternatives before reaching a decision.

### **Placing Items on Council Agendas**

- a. By Council Members – Any Council member may request an item or matter be placed on the Council’s agenda. The Council member has two options for making this request:
  - (1) Use of Policy Decision Making Process following the steps in Subsection 6 above; or

- (2) Raise the issue during Council Discussion at a regular meeting. If at least three other Councilors agree to do so, the matter will be placed on the agenda of a future meeting or Work Session. In no event will the matter be decided at a meeting where the matter is not on the agenda published before the meeting.
- b. By Mayor or Manager – The Mayor or City Manager may place any item on the regular agenda that they believe is of general interest or necessary to carry on city business.

## VIII. COUNCIL COMMITTEES

1. **Appointed and Ad Hoc Committees of the Council** – From time to time the Council may establish standing committees or ad hoc committees to deal with a specific issue or challenge in the community.
  - a. An Appointed Committee is a committee of the Council established by Ordinance and/or Resolution and meets on a regular or semi-regular basis to address specific issues or challenges in the community
  - b. Ad Hoc Committee Defined – An Ad Hoc committee of the Council is one that:
    - (1) does not have a continuing subject matter jurisdiction, and
    - (2) does not have a meeting schedule that is fixed by ordinance, resolution or other formal action of the Council. In addition, an ad hoc committee may not consist of more than three (3) Council members. Appointments to Ad Hoc committees are recommended by the Mayor and confirmed by City Council.
  - c. Conduct of Appointed or Ad Hoc Committee Meetings – Meetings of an appointed or ad hoc committee of the Council are subject to Open Meeting Laws and the City’s Record Retention Schedule.
  - d. When a vacancy occurs or a term is expiring on an appointed committee, the City will open the recruitment for at least three (3) weeks to accept applications for the available seat. Applications will be forwarded to the Mayor for review. Incumbents will be notified prior to their term expiring regarding their term and they will be required to re-apply. Applicants must meet established qualifications as provided in the Silverton Municipal Code or the Resolution establishing the Committee.
  - e. The Mayor may interview the applicant(s) or incumbent(s) and then make a recommendation to the City Council for appointment. The City Council may approve the recommendation or vote to select another appointment.



## **IX. COUNCIL MEMBER ADMINISTRATIVE SUPPORT**

### **1. Mail**

- a. Letters addressed to Mayor and/or City Council – All letters addressed to the Mayor and/or entire City Council requiring a response from staff are copied to all Council members with a note as to which staff person will be preparing a response for the Mayor’s signature. A copy of the response mailed, along with the original letter will be provided to each Council member.

Letters addressed to the Mayor and/or entire City Council that do not require a response, but provide information on Council agenda items or like matters are copied to the full Council. Cards and other mail addressed to the Mayor marked “personal” and/or “confidential” will not be opened.

- b. Letters addressed to Individual Council members – All letters addressed to individual Council members will not be opened. The envelopes will be delivered/mailed to the individual Council member’s home address. If a Council member is requesting a response to be prepared by staff, the letter is copied to all members of the Council with a note as to which staff person will be preparing a response for the addressee’s signature. A copy of the response mailed, along with the original letter will be provided to each Council member.

2. **Council Correspondence** – All Council member correspondence written with City resources (letterhead, typing, staff support, postage, etc.) will reflect the position of the full Council, not individual Council member’s positions, except for the Mayor. All Council member correspondence using City resources will be copied to the full Council. For example, if a citizen writes a letter to an individual Council member, the response to the letter along with a copy of the citizen’s letter will be copied to the full Council.

- a. **Personal Correspondence** – City Council members will have access to individual stationery and envelopes for use in communications reflecting their personal opinions and positions, not the position of the full Council. These communications will be prepared and sent at the expense of individual Council members. Council members may utilize the City’s outgoing mail service; however, postage will be at the Council member’s expense.

3. **Clerical Support** – The City Manager’s Office will coordinate the typing of correspondence requested by individual Council members. All correspondence typed for Council members will be on City letterhead and will reflect the position of the full Council, not individual Council members, and will be copied to the full Council.

- a. From time to time, citizens write to the Mayor to voice concern, request assistance, or to request information on an issue/item. When such letters are addressed to the Mayor, the City Manager will prepare a response letter for the

Mayor's review and signature. The response, along with a copy of the citizen's letter, will be copied to the full Council.

- b. **Retention of Correspondence** – Correspondence will be retained in accordance with the City's Record Retention Schedule.
4. **Master Calendar** – A master calendar of Council events, upcoming agenda items, functions or meetings will be provided to the full Council. Functions, events or meetings to be attended by individual Council members will only be included on the master calendar at the request of individual Council members.
5. **Requests for Research or Information** – All requests for information or research from individual Council members shall be directed through the City Manager's office. Requests for new information or policy direction will be brought to the full Council at a regular meeting for consideration. All written products will be copied to the full Council.
  - a. From time to time Council members will call or email the City Manager to request information or bring attention to a matter that needs to be addressed (e.g., code enforcement issue, pothole, etc.). In all such instances, these matters will be addressed in the most expeditious manner possible.

When such calls for information deal with policy-related matters, the City Manager shall inform the full Council of the nature of the call/e-mail, and provide the full Council with any response that was given to the Council member who made the request. The intent of this protocol is to insure that all Council members are being provided with the same information.

6. **Tickets to City Events** – The Silverton City Council places a high value on community involvement and encourages its members to participate actively in community-related events. Two tickets for each Council member will be made available for events hosted by the City. Departments hosting City events will coordinate the distribution of tickets to Council members with the City Manager's office. The availability of tickets for events hosted by other organizations which the City sponsors will be at the discretion of the organizing agency. When the City is a major sponsor of an event, staff will endeavor to include the availability of tickets in the sponsorship agreement or contract.
  - a. The Council may elect to provide tickets to individual Council members and their spouse for other city-related/community events where the City's presence is expected and/or required. The Council will make such determinations on a case-by-case basis.
7. **Council Notification of Significant Incidents** – In conjunction with the City's Police Department and Silverton Fire District, the City Manager's office will coordinate the notification to Council of major crime, fire or other incidents. This will be accomplished concurrently through e-mail and/or phone calls for the more significant incidents. In addition, the City Manager will endeavor to keep the Council informed by e-mail of

incidents/issues that occur in the community that do not rise to the level of a “significant incident.”

8. **Council Travel & Training** – The Travel & Training line item in the City Council Department of the General Fund is allocated typically for the Council to attend the League of Oregon Cities (LOC) Annual Conference. Council Members may request to attend other training events as necessary.
  - a. A Council Member may inform the Mayor, Council and City Manager they would like to attend an event. If it is a one day event and there are enough funds, the Council Member may be registered to attend the event.
  - b. If the event requires an overnight stay [excluding the annual LOC Conference], the Council Member will notify the Mayor as soon as possible and the request will go before the Council for consideration.

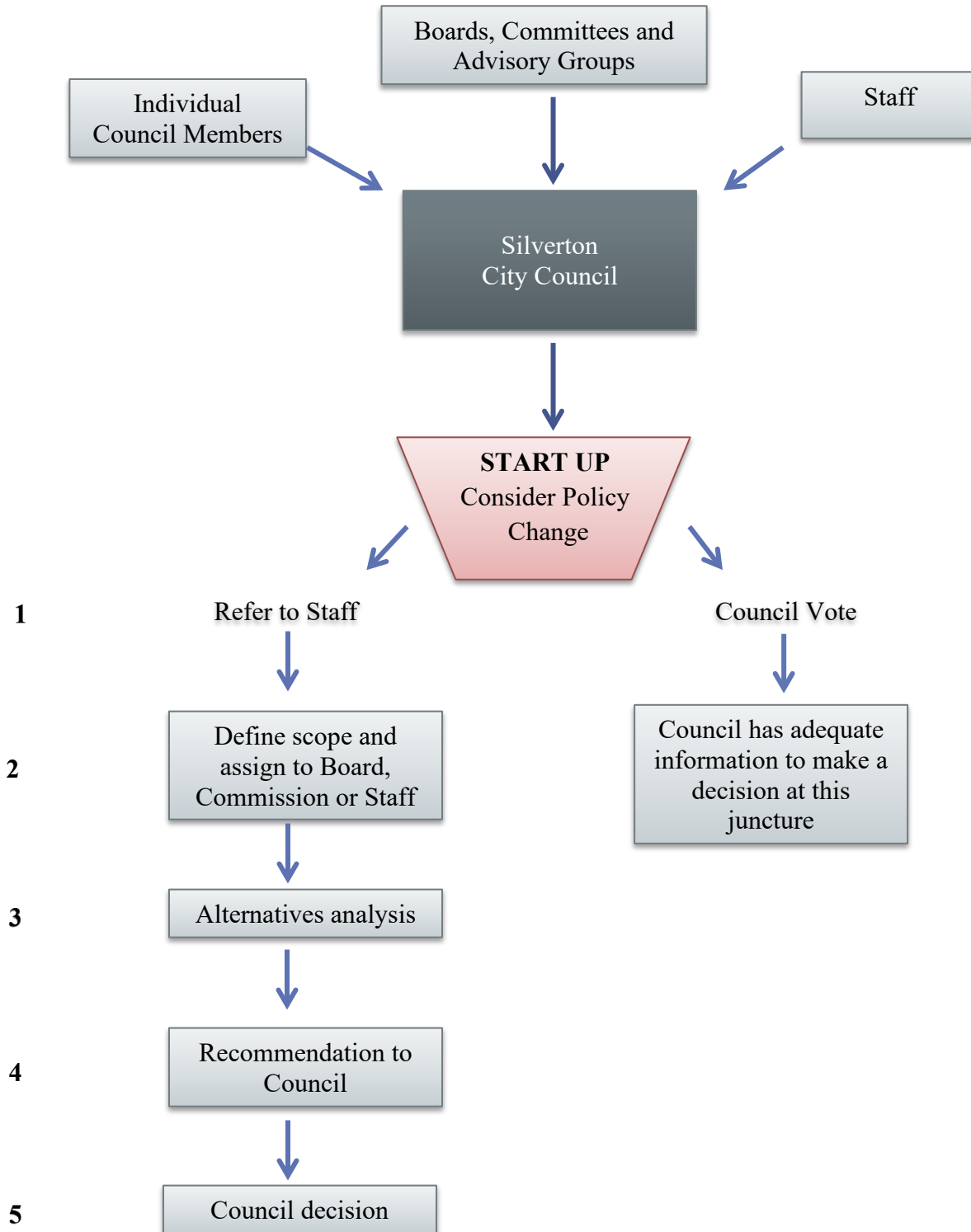


## **X. PROTOCOL & GUIDELINE ADMINISTRATION**

1. **Biennial Review of City Council Protocols & Guidelines** – The Council will review and revise the City Council Protocols and Guidelines as needed or every two years.
2. **Adherence to Protocols and Guidelines** – During City Council proceedings, the Mayor is delegated to insure that the City Council, staff and members of the public adhere to the Council’s adopted protocols.
3. **City Attorney as Protocol Advisor** – The City Attorney assists the Mayor as a resource to confer with, and acts as an advisor for interpreting the City Council’s adopted protocols and guidelines.
4. **Adherence to Administrative Procedure & Process Protocols** - The City Council has delegated the Mayor responsibility to discuss, on behalf of the full Council, any perceived or inappropriate administrative action with a Council member. The Mayor will discuss with the Council member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the Mayor will report the concern to the full Council.

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**APPENDIX A**  
 Silverton City Council  
 Policy Decision Making Process





**APPENDIX B**  
Request for Policy Consideration

Agenda Item Number: \_\_\_\_\_

Council Meeting Date: \_\_\_\_\_

Introduced by: \_\_\_\_\_

Idea/issue/problem name:

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Description of idea/issue/problem:

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Requested action:

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**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	4.1	Resolution No. 24-17 – Adopt a Supplemental Budget to increase the City Hall Project Fund and Other Fund Appropriations.
	<b>Agenda Type:</b>	
	Public Hearing	
	<b>Meeting Date:</b>	
July 1, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Kathleen Zaragoza	Sheena Lucht	Cory Misley

Recommendation:

Approve Resolution No. 24-17 to adopt a Supplemental Budget to increase the City Hall Project Fund and other appropriations.

Background:

The Civic Building Project Fund was created in the fiscal year 2016-2017 to account for costs associated with the land acquisition and construction of the Civic Building. The design for the new City Hall project was completed in the fiscal year 2021-2022.

Corp Inc. began construction on the building in April 2022 with an estimated completion date of Winter 2023. The actual completion date will actually take place in the fiscal year 2024-2025 and requires some costs to be paid within that fiscal year. The \$2,730,510 appropriation increase is the anticipated carry forward from fiscal year 2023-2024 due to delays in construction caused by supply chain issues. This meant all costs related to the project could not be expended in the previous fiscal year as originally anticipated and has also caused the completion date to be moved to fiscal year 2024-2025.

Even though the appropriation change for the new City Hall is only \$2,730,510 the budget impact is greater as funds are being transferred out and thus increase the budgets for those funds.

Budget Impact	Fiscal Year	Funding Source
\$4,711,020	2024-2025	City Hall Project Fund

Attachments:

1. Resolution No. 24-17

**CITY OF SILVERTON  
RESOLUTION NO. 24-17**

**A RESOLUTION OF THE SILVERTON CITY COUNCIL TO ADOPT A  
SUPPLEMENTAL BUDGET TO INCREASE THE NEW CITY HALL PROJECT FUND  
APPROPRIATION AND OTHER FUNDS.**

**WHEREAS** conditions have arisen which was not be foreseen at the budget process time. This was the need to carry forward funds from last fiscal year due to delays in construction of the New City Hall related to supply chain issues and occupancy.

**WHEREAS** these conditions require a change in the financial budget for the fiscal year end of 2024, and Local Budget Law, ORS 294.471 authorizes a supplemental budget for this type of situation,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SILVERTON, AS FOLLOWS:**

Section 1: The following appropriations for the supplemental budget for the fiscal year 2023-2024 budget are made:

<u>CITY HALL PROJECT FUND</u>	<u>Increase</u>	<u>Decrease</u>
Beginning Fund Balance		
225-000-49090 Beginning Fund Balance	\$2,730,510	
Capital Outlay		
225-225-81003 Capital - Equipment	75,000	
225-225-85020 Capital – New Furniture & Fix	50,000	
225-225-85020 Construction Costs	625,000	
Transfers Out		
225-225-95010 Transfer to General Fund	1,680,510	
225-225-95061 Transfer to Building Capital Imp Reserve	300,000	
 <u>GENERAL FUND</u>		
Transfers In		
010-000-46225 Transfer From City Hall Proj Fund	1,680,510	
Capital Outlay		
010-011-81000 – Capital Improvements	680,510	
Contingency and Reserves		
010-011-91072 Reserve for Future Expenditures	1,000,000	
 <u>BUILDING CAPITAL IMPROVEMENT RESERVE FUND</u>		
Transfers In		
061-000-46225 Transfer From City Hall Proj Fund	300,000	
Capital Outlay		
061-100-81001 Building Improvements	300,000	



Section 2: That this resolution is and shall be effective after its passage by the City Council.

Resolution adopted by the City Council of the City of Silverton, this 1st day of July 2024.

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Jason Freiling  
Mayor, City of Silverton

ATTEST

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Cory Misley  
City Manager, City of Silverton

**CITY OF SILVERTON**  
**Resolution No. 24-18**

**A RESOLUTION ADOPTING FINDINGS TO SUPPORT AN EXEMPTION FROM THE FORMAL SELECTION PROCESS FOR A CONTRACT FOR DOMESTIC VIOLENCE AND HUMAN TRAFFICKING COORDINATOR SERVICES, DECLARING SUCH EXEMPTION, AND AUTHORIZING DIRECT AWARD OF A CONTRACT TO ESTHER GARRETT (“Garrett”)**

**WHEREAS**, the City of Silverton (“City”) City Council (“Council”) is the Local Contract Review Board of the City; and

**WHEREAS**, ORS 279B.085(4) authorizes a Local Contract Review Board to exempt certain contracts from the competitive proposal or bidding procurement requirements of ORS 279B upon approval of certain findings of fact; and

**WHEREAS**, the City’s Local Contract Review Board has determined that directly awarding a contract to Garrett for certain ongoing domestic violence and human trafficking coordinator services will be most beneficial to the City, is unlikely to encourage favoritism, and is likely to result in substantial cost savings and other benefits, based on the findings attached as Exhibit A; and

**WHEREAS**, pursuant to ORS 279B.085(5) the City published notice of the proposed exemption in Statesman Journal not less than 7 days prior to the date on which the City Council intends to take action to approve the exemption; and

**WHEREAS**, the City held a public hearing to allow comments on the Local Contract Review Board’s draft findings on July 1<sup>st</sup>, 2024; and

**WHEREAS**, after due deliberation, the City Council, acting as the Local Contract Review Board, hereby adopts the findings in support of direct award of a contract for ongoing domestic violence and human trafficking services, as set forth in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SILVERTON, AS FOLLOWS:**

**Section 1. Exemption Approval.** The City Council hereby adopts findings supporting an exemption for a contract for domestic violence and human trafficking coordinator services, declares such an exemption, and authorizes a direct award of this contract to Garrett. The findings are attached to this resolution as Exhibit A.

**Section 2. Effective Date.** This resolution is, and shall be effective from and after, the date that it is adopted.

Resolution adopted by the City Council of the City of Silverton on this 1<sup>st</sup> day of July, 2024.

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Mayor, City of Silverton  
Jason Freiling

ATTEST:

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City Manager/Recorder, City of Silverton  
Cory Misley



## Exhibit A

### Resolution No. 24-18

#### Findings in Support of Direct Award of a Contract for Domestic Violence and Human Trafficking Coordinator Services

Oregon law requires all service projects (both personal and general) to be procured by competitive bid or proposal, unless otherwise stated in local rules and unless an exemption is granted by the City of Silverton (the “City”) Local Contract Review Board. One such exemption permits the City to award a personal service contract without competition if such award (1) is unlikely to encourage favoritism and (2) is reasonably expected to result in substantial cost savings. ORS 279B.085(4). This document demonstrates that Esther Garrett, a private contractor, (“Garrett”) is uniquely qualified to continue her domestic violence and human trafficking coordination services for the City, such provision of services does not encourage favoritism, and results in substantial cost savings.

#### **Nature of the Project:**

The City of Silverton has utilized independent contractors for responding to city wide needs for domestic violence advocacy for approximately 20 years. Since 2015, these services have been contracted to Esther Garrett due to her personal history with the community, the local police department, her personal lived experience as a survivor of related forms of abuse, and her professional experience as a community-based Victim's Advocate. Esther has 20 years of Victim's Advocacy experience, with a career focus on sexual and domestic violence, as well as human trafficking. While Marion County offers domestic violence support services through the Center for Hope and Safety in Salem, Oregon, and the Victim Assistance Center offers emergency response to Emergency Rooms for SAFE exams, there is a vital role to play for a local advocate to offer support within the city. This local role is needed via phone and in-person, in coordination with the Police Department's interfaces with victims of domestic violence and human trafficking. Without this role, there is a geographical gap and barrier to accessing services for local residents, as well as a crime specific gap in expertise related to the needs of survivors of human trafficking, that Safety Compass, and Esther Garrett specifically, fulfil in a manner that is not replicated elsewhere in the county

#### **Public Notice:**

As required by ORS 279B.085(5) the City published notice for interested parties in the June 24, 2024, edition of the *Statesman Journal*.

## Findings

### 1. Direct appointment is unlikely to encourage favoritism.

Esther Garrett's 20 years of experience as a victims advocate and her work on a local, state, and national level, providing training and technical assistance to criminal and social justice professionals working sexual and domestic violence cases, and human trafficking cases, make her a competitive individual candidate. Additionally, Safety Compass's reputation for offering advocacy services in collaboration with law enforcement agencies is unparalleled within the State of Oregon. Safety Compass holds MOU agreements with almost every police department in the NW region of Oregon and is the only anti-trafficking emergency response service in the state. For more examples of this success please visit Safety Compass's "testimonials" page on their website.

Esther Garrett founded Safety Compass. Before Safety Compass became a 501c3, it was known as a grassroots effort by the name "County Line Safety Compass," whose sole mission was to serve the greater Silverton area to connect survivors of interpersonal violence to DV/SA services in the county, and to fill a gap in services related to human trafficking. Esther has trained almost 30,000 professionals and community members in her career with audiences ranging from various national law enforcement conferences, the Harvard School of Medicine, The National Human Trafficking JUST Conference, and many others. Esther regularly provides expert witness testimony on the topics of human trafficking and interpersonal violence dynamics and is a consultant with the Government of Indonesia. In 2017, Safety Compass was awarded the FBI Director's National Community Leadership Award. Esther has personally been awarded recognition for her advocacy efforts by the US Attorney's Office, the Portland Police Bureau, the FBI - Portland Division, the Nevada State's Victim's Right Alliance, and she was the recipient of the Oregon Sexual Assault Task Force's Jan Hindeman Change award in 2009.

Esther grew up a resident of the Marquam area and was a graduate of Molalla High School, before becoming a resident of the city of Silverton. Esther is a longtime collaborator with Silverton Police Department and before becoming a city contracted advocate, volunteered her time with the Silverton Police Department and the Silver Falls School District to coordinate their local Safety Council.

### 2. Direct appointment is reasonably expected to result in substantial cost savings for the Port.

Through direct appointment, Esther Garrett/Safety Compass agrees to offer 24/7 access to phone-based support and consultation, as well as in-person advocacy services within one hour of a request alongside the Silverton Police Department. Additionally, follow-up services and referrals to support groups, restraining orders, and further advocacy services will be available in the days and weeks that follow, according to the needs of individual victims/program

participants. This comprehensive support is provided at a cost of \$8,000 per year to the City of Silverton.

This kind of access and contractual relationship with a 24/7 provider typically costs at least one full-time equivalent (FTE) for an advocacy staff member, approximately \$67,000 per year. However, our agreement offers these services at a significantly reduced cost. Therefore, contracting with Esther Garrett/Safety Compass represents substantial savings for the City of Silverton.

### Conclusion

Based on the above findings, it is therefore recommended that the City award a personal service agreement without competition to Garrett, in connection with the provision of domestic violence and human trafficking coordination services.

*End of Findings*



**CITY OF SILVERTON**  
**Resolution No. 24-16**

**A RESOLUTION ADOPTING FINDINGS TO SUPPORT AN EXEMPTION FROM THE QUALIFICATIONS-BASED SELECTION PROCESS FOR A CONTRACT FOR POST-CONSTRUCTION CITY REPRESENTATIVE SERVICES, DECLARING SUCH EXEMPTION, AND AUTHORIZING DIRECT AWARD OF A CONTRACT TO COMPASS PROJECT SOLUTIONS, INC (“Compass”)**

**WHEREAS**, the City of Silverton (“City”) City Council (“Council”) is the Local Contract Review Board of the City; and

**WHEREAS**, ORS 279B.085(4) authorizes a Local Contract Review Board to exempt certain contracts from the competitive proposal or bidding procurement requirements of ORS 279B upon approval of certain findings of fact; and

**WHEREAS**, the City’s Local Contract Review Board has determined that directly awarding a contract to Compass for certain ongoing post-construction City representative services will be most beneficial to the City, is unlikely to encourage favoritism, and is likely to result in substantial cost savings and other benefits, based on the findings attached as Exhibit A; and

**WHEREAS**, pursuant to ORS 279B.085(5) the City published notice of the proposed exemption in the Statesman Journal not less than 7 days prior to the date on which the City Council intends to take action to approve the exemption; and

**WHEREAS**, the City held a public hearing to allow comments on the Local Contract Review Board’s draft findings on July 1<sup>st</sup>, 2024; and

**WHEREAS**, after due deliberation, the City Council, acting as the Local Contract Review Board, hereby adopts the findings in support of direct award of a contract for ongoing construction services, as set forth in Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SILVERTON, AS FOLLOWS:**

**Section 1. Exemption Approval.** The City Council hereby adopts findings supporting an exemption for a contract for ongoing construction services, declares such an exemption, and authorizes a direct award of this contract to Compass. The findings are attached to this resolution as Exhibit A.

**Section 2. Effective Date.** This resolution is, and shall be effective from and after, the date that it is adopted.

Resolution adopted by the City Council of the City of Silverton this 1<sup>st</sup> day of July 2024.

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Mayor, City of Silverton  
Jason Freiling

ATTEST:

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City Manager/Recorder, City of Silverton  
Cory Misley

## Resolution No. 24-16, Exhibit A

### Findings in Support of Direct Award of a Contract for Post-Construction City Representative Services

Oregon law requires all service projects (both personal and general) to be procured by competitive bid or proposal, unless otherwise stated in local rules and unless an exemption is granted by the City of Silverton (the “City”) Local Contract Review Board. One such exemption permits the City to award a personal service contract without competition if such award (1) is unlikely to encourage favoritism and (2) is reasonably expected to result in substantial cost savings. ORS 279B.085(4). This document demonstrates that Compass Project Solutions, Inc., (“Compass”) is uniquely qualified to continue its City representative services for the City post-construction completion, such provision of services does not encourage favoritism, and results in substantial cost savings.

#### **Nature of the Project:**

The City selected the Owner’s Representative for the new City Hall project via a competitive Request for Proposal process. Compass Project Solutions was chosen as the best firm for the project and has been working with the City since June 2021. The City intends to continue the relationship post-construction completion due to the unmatched knowledge Compass has of the building.

#### **Public Notice:**

As required by ORS 279B.085(5) the City published notice for interested parties in the June 24, 2024, edition of the *Statesman Journal*.

#### **Findings**

1. Direct appointment is unlikely to encourage favoritism.

Compass has been providing direct, integral support to the City of Silverton for the construction oversight of the new City Hall over the past several years. This firsthand experience interacting with the key contributors and stakeholders, as well as witnessing the work itself, uniquely positions Compass to provide warranty services through their intimate knowledge of this project. By carrying this relationship through the warranty period helps to achieve accurate and swift resolution of any issues that do arise.

2. Direct appointment is reasonably expected to result in substantial cost savings for the City.

The intimate knowledge obtained throughout the construction process by Compass enables them to assess and respond to challenges in a uniquely efficient and effective manner. It would take a significant amount of billable hours for a new Owner’s Representative to review the thousands of pages of project information, meeting minutes, and over 15,000 photographs to gain even a basic understanding of the project, representing a substantial cost savings.



## Conclusion

Based on the above findings, it is therefore recommended that the City award a personal service agreement without competition to Compass, in connection with the provision of certain post-construction City representative services.

***End of Findings***

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.1	Authorize the City Manager to Award the 2024 Silverton Overlay project to KNL Industries in the amount of \$297,312.
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
July 1, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Mike Dahlberg	Travis Sperle	Kathleen Zaragoza

Recommendation:

Authorize the City Manager to award the 2024 Silverton Overlay project contract to KNL Industries Inc. in the amount of \$297,312. and provide a contingency of \$40,000. for a not to exceed the amount of \$337,312.

Background:

Staff has identified three City roadways for the 2024 Overlay Project during the 2024-2025 budget review. Since the review, the City has pulled Phelps St. from the scope and has added High St. between N Second St. to N Water St. In which this will include updating two existing ADA ramps at High and N Second St. Staff removed Phelps St. due to utility upgrades that must take place first. The three City roadways to be overlaid are Silver Loop, Adams St, and High St.

Budget Impact	Fiscal Year	Funding Source
\$337,312.	2024-2025	Street Capital Fund 027-027-85020

Attachments:

1. Bid Opening
2. Intent to Award
3. Project Documents



# BID OPENING FORM

306 S. Water Street | Silverton, Oregon 97381

## 2024 Overlay Project

PROJECT NO.  
PN24-1096

6/4/2024

BID OPENING DATE Tuesday ~~6/2/2024~~ 2PM PST

NUMBER	BIDDER	DATE/TIME RECEIVED	BID TOTAL
1	Knife River Corp.	12:09 <sup>pm</sup> 6/4/24	\$ 315,897.25
2	Jacks / Brix's Paving NW	12:13 <sup>pm</sup> 6/4/24	\$ 434,262.50
3	K&L Industries	12:42 pm 6/4/24	\$ 297,312. <sup>00</sup>
4	N. Santiam Paving	1:17 pm 6/4/24	\$ 360,850.50
5	Kerr Contractors	1:28 pm 6/4/24	\$ 417,486. <sup>00</sup>
6	K & E Paving	1:48 pm 6/4/24	\$ 314,458.77
7			
8			

BID OPENED BY Mike Dahlberg & Melinda Orozco

PROJECT MANAGER Mike Dahlberg



THIS IS NOT A NOTICE OF AWARD OR A NOTICE TO PROCEED



## CITY OF SILVERTON PUBLIC WORKS

---

306 S. Water Street | Silverton, Oregon 97381

CITY OF SILVERTON  
MARION COUNTY, OREGON

### **NOTICE OF INTENT TO AWARD**

Date: 06/06/2024

**RE: Notice Intent to Award – PN24-1096 2024 Silverton Overlays**

The City of Silverton has completed review and evaluation of proposals received in response to the Request for Proposals.

This is a formal announcement that the City of Silverton intends to award a contract to **KNL Industries, Inc Canby Oregon 97013**. **The City of Silverton intent to award is contingent upon City Council authorization at it's July 1<sup>st</sup> 2024 meeting.**

**THIS IS NOT A NOTICE OF AWARD OR A NOTICE TO PROCEED**

# PROJECT DOCUMENTS

## 2024 SILVERTON STREET OVERLAYS



PROJECT NO: **PN24-1096**

DATE OF ISSUANCE: **May 21, 2024**

PROJECT TYPE: **Public Works Capital**

BIDS DUE BY: **June 4, 2024, 2:00 p.m. local**

CITY PROJECT MANAGER: **Mike Dahlberg, Public Works  
Operations Manager**

PM CONTACT INFORMATION: [mdahlberg@silverton.or.us](mailto:mdahlberg@silverton.or.us) , **503-874-2209**

**CITY OF SILVERTON**  
**Public Works Department**  
**306 South Water Street**  
**Silverton, Oregon 97381**



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## SECTION 1 INVITATION TO BID

### I. INVITATION TO BID

The City of Silverton is seeking bids to complete an asphalt pavement grind and overlay project on multiple City owned roadways. Two roadways are currently asphalt (Silver Loop, High Streets). These 2 roadways will have the project scope of 2" grind and inlay full width of roadway. Silver Loop St is 1130 feet long, while High St is 544 feet long. There will be 2 ADA ramps that will need to be installed with some additional curbline work. Adams St is currently concrete surfaced and will require multiple locations of concrete removal with roadway base installation in these locations per PWSD. Adams St will require a leveling lift with a 2" overlay. Adams St will require the contractor to excavate 10 feet on each end of the concrete roadways so the overlay pavement can blend in with the existing.

### II. SCHEDULE

Documents Available	May 21, 2024
<b>Bids Due</b>	<b>June 4, 2023, 2PM PST</b>
Anticipated Notice of Award	July 3, 2023
Project Completion	September 30, 2024

**NOTE:** The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes will be made to all interested parties via the City's website [www.silverton.or.us](http://www.silverton.or.us).

### III. CONTRACTOR RESPONSIBILITIES AND DUTIES

All Bidders must be qualified and licensed to provide the goods and construction services requested in this document. Bidders shall have provided products and services similar to those listed in Scope of Work section for commercial and/or municipal customers. Bidders are required to submit documentation as outlined in this document, related to their ability to provide quality products and services for the identified Scope of Work.

### IV. BID REQUIREMENTS AND SELECTION PROCESS

#### **Pre-Bid Site Visit**

There will not be a pre-bid site visit for this project. All areas of the project are public right-of-way that can be visited by contractors on their own. The City has marked in white paint the overlay project limits.

#### **Pre-Submission Questions**

All questions related to the project must be directed to the Project Manager no later than May 28, 2024 at 2:00 p.m. Questions must be submitted via e-mail to [mdahlberg@silverton.or.us](mailto:mdahlberg@silverton.or.us)

#### **Contact with City Staff**

The City's Project Manager is Mike Dahlberg and may be contacted at [mdahlberg@silverton.or.us](mailto:mdahlberg@silverton.or.us), or 503-874-2209. Communicating with other City staff or authority for information other than the Project Manager or assigned Designee may result in disqualification of bid.

#### **Addenda**

Addenda are incorporated with the original solicitation as an attachment and can be viewed and

downloaded by registered suppliers. Bidders should consult the City of Silverton website, [www.silverton.or.us](http://www.silverton.or.us), regularly until closing to avoid missing any Addenda.

### **Bid Withdrawal**

Any bid may be withdrawn at any time before the “Bids Due” date and time specified in the Schedule, by providing written request for the withdrawal of the bid to the City. The request shall be executed by a duly authorized representative of the firm. Withdrawal of a bid will not prejudice the right of the Bidder to file a new bid.

### **Bid Content Requirements**

Bids must be sealed and identified per the “Bid Submission” requirements. Please list any bid content requirements i.e., list of previous jobs, cover letter, using an attached bid form, etc.

### **Bid Submission**

Bids shall be delivered by email, mail (prior to bid closing date and time) or hand carried. Bids may be emailed to [mdahlberg@silverton.or.us](mailto:mdahlberg@silverton.or.us)

Bids for 2024 Silverton Overlay, PN24-1096  
City of Silverton  
306 S. Water St.  
Silverton, OR 97381

The City shall not be responsible for the proper handling of any proposal not properly identified, marked, and submitted in a timely manner. Proposals received after the date/time for Closing will not be considered for award.

The City will do the bid opening at the Silverton City Hall on June 4, 2024, at 2:00 PM located at 306 S Water Street, Silverton, OR 97381.

## **V. GENERAL INFORMATION**

### **Public Records**

This bid will be made a part of a file open to public inspection. If a bid contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Nondisclosure of documents or any portion of a document submitted as part of a bid may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law. The above restriction may not include cost or price information, which must be open to public inspection.

Identifying the bid in whole as a trade secret is not acceptable. Failure to identify a portion of the bid as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

### **Reimbursement**

All costs for bids and interviews to secure this project are the Bidder’s responsibility.



## **Contract Award**

The City will award a contract to the Bidder whose bid would be most advantageous to the City. The selected Bidder will be required to assume responsibility for all services outlined in the ITB, whether the Bidder or a representative of the Bidder produces them. The City considers the selected Bidder responsible for any and all contractual matters. The successful Bidder shall be required to execute a Public Works Contract. An example is in Section 5.

## **VI. SCOPE OF WORK**

### **Project Completion Date**

The project must be completed no later than September 30, 2024, unless otherwise agreed upon, in writing, by the City and the Successful Bidder.

### **Examination of Contract Documents and Project Site**

Project Site is located at several downtown streets in Silverton, Oregon, 97381. Each Bidder is solely responsible for all of the Invitation to Bid documents and the examination of the Project Site prior to submittal of bid. Documents are available for download on the City of Silverton website, [www.silverton.or.us](http://www.silverton.or.us), or for viewing by appointment only by contacting the Public Works Coordinator at 503-874-2206.

### **City obligations under this contract include:**

1. Contract and Project Management services including all inspections.

### **Contractor Project Scope:**

1. Grind street area to be overlaid 2" per contract documents.
2. Crack seal pavement area and place geotextile fabric over the 24' of travel lane area.
3. Place 2" or 3" of hot mix asphalt on overlay area per contract documents.
4. Contractor will complete and pay for asphalt density testing during paving.

### **Warranty:**

Successful Bidder shall warranty product to be free from defects due to poor craftsmanship or materials for a minimum of one (1) year, or the duration of the Vendor's standard warranty, whichever is greater. The Vendor's craftsmanship warranty is in addition to any material warranty provided by manufacturer of materials used in construction. All warranty work will be provided without transportation charges. Warranty period begins after project goods are accepted by the City.

### **Bonds and Insurance**

The Bidder shall furnish performance and payment bonds, each in an amount at least equal to 100 percent (100%) of the contract price as security for the faithful performance and payment of all Bidder obligations. These bonds shall remain in effect at least one year after the date when final payment is due. The Bidder shall deliver to the City certificates of insurance as specified in Section 7. The City including respective agents, officers and employees shall be named additional insured.

### **References**

The Bidder shall furnish at least three (3) references of comparable and previously completed projects, including the project owner's name and phone number.

## **SECTION 2 -INSTRUCTIONS TO BIDDERS**

### **2.1 BIDDER'S QUALIFICATIONS:**

No bids for construction contracts shall be received or considered by the City unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

The Contractor shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally, the Contractor shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830, **and submit it to the City for proof of Bonding.**

### **2.2 EXAMINATION OF THE CONTRACT DOCUMENTS AND WORK SITE:**

Bidders should carefully examine the bid and contract documents and familiarize themselves with the work site to fully acquaint themselves with all the conditions and matters which can in any way affect the work or the cost thereof.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings, plans, addenda (if any), any tests and/or reports, and all other Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the City may rely, that the bidder is experienced in the uses and interpretation of plans and specifications such as those included in the Contract Documents and has thoroughly examined and is familiar with the Contract Documents.

The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the bidder from any obligations with respect to the bid or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents or existing site conditions.

All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager, listed in the Invitation to Bid, in writing. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **2.3 CONTRACTOR'S RESPONSIBILITY:**

It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed

work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor to complete the work under this contract.

#### **2.4 LAWS AND REGULATIONS:**

The bidder is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder shall discover any provision in these specifications, plans or contract documents which is contrary to or inconsistent with any law or regulations, he or she shall report it to the City in writing.

#### **2.5 WAGE RATES:**

The Contractor shall pay the existing rate of wage which may be paid to workers in each trade or occupation required for such public work employed in the performance of the contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract, and such workers shall be paid not less than the specified minimum hourly rate of wage as set forth in the latest applicable edition of the Prevailing Wage Rates for Public Works in accordance with ORS 279C.838 and 279C.840.

#### **2.6 CONTRACT TIMES:**

The number of days within which, or the dates by which, milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

#### **2.7 LIQUIDATED DAMAGES:**

Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **2.8 BID SECURITY:**

Bid security shall be submitted with the Bid Proposal and failure to submit shall be cause for rejection of the bid. The bidder, at his or her option, shall furnish a bid bond, cashier's check or a certified check made to the City of Silverton for an amount equal to no less than ten (10) percent of the total amount of the bid. Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the State of Oregon, and said bonds shall be in all respects satisfactory and acceptable to ORS 279.C.365(5).

## **2.9 PREPARATION OF BIDS:**

Bidders must submit their proposals on the Bid Form attached hereto. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given, and the bidders must state the unit prices, typed or written in ink. Any correction to entries made on the proposal forms shall be initialed by the person signing the proposal. In case of discrepancy between the unit prices and amounts, the unit prices will govern.

Alternative bids will not be considered unless specifically called for. Bids must be mailed or hand delivered to City Hall (306 S Water Street, Silverton, OR 97381).

Each bidder represents that their bid is based upon the specific material installation and equipment requirements, described in the Bidding Documents.

No substitutions will be considered unless written request has been submitted to the Project Manager for approval prior to the closing date for bids. Each such request shall include a complete description of the proposed substitute, and any other data or information necessary for a complete evaluation. Substitutions will be accepted only with the understanding that the supplier guarantees substituted material or equipment to be equal or better than that specified and meets all requirements of the Specifications.

Accepted substitutes will be listed in addenda mailed or delivered to each person or firm recorded by the Project Manager as having received the Bidding Documents and will be available for inspection at the City of Silverton, City Hall 306 S. Water St. Silverton, OR 97381.

## **2.10 SPECIFICATION LIMITING COMPETITION:**

Bidders may comment on any specification or requirement contained within this Bid which they feel limits competition in the selection of a bid to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing and are to be addressed to Mike Dahlberg, Public Works Operations Manager, at [mdahlberg@silverton.or.us](mailto:mdahlberg@silverton.or.us).

Such comments shall be submitted **no later than 3 days before the bid date**. No comments will be accepted after that time. Any substitutions for items specified will not be accepted without prior written approval of the Project Manager.

## **2.11 PROTEST OF AWARD.**

The Notice of Intent to Award by the City of Silverton shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City Project Manager within three (3) working days of issuing the Notice of Intent to Award. If a protest is timely filed, the Notice of Intent to Award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The Notice of Intent to Award and any written decision denying



protest shall be sent to every bidder who provided an address.

## **2.12 RIGHT TO PROTEST.**

Any actual bidder who is adversely affected or aggrieved by the City's Notice of Intent to Award to another bidder on the same solicitation shall have three (3) working days after Notice of Intent to Award to submit to the City Project Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved bidder with a right to submit a written protest, a bidder must be next in line for award, i.e. the protester must claim that all higher rated bidders are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

## **2.13 SUBMISSION OF BIDS:**

Bids must be submitted at the time and location shown on the Invitation to Bid to Silverton City Hall (306 S. Water Street, Silverton, OR 97381). All forms required to be submitted are provided.

## **2.14 BASIS OF BID:**

Bidders shall submit a Bid for each item of Work listed in the Schedule of Values in the Bid Form.

## **2.15 SUBCONTRACTORS:**

When the contract value for a public improvement is greater than \$100,000, bidders are required to disclose information about first-tier subcontractors who will furnish labor or labor and materials (see ORS 279C.370).

Within two working hours of the date and time of the deadline when the bids are due to the City for a public improvement, the bidder shall submit to the City a disclosure of the first-tier subcontractors that (A) will be furnishing labor, or will be furnishing labor and materials in connection with the public improvement, and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater; or \$350,000, regardless of the percentage of the total project bid. The disclosure of first-tier subcontractors shall include the name of each subcontractor, the category of work that each subcontractor will perform, and the dollar value of each subcontract. See the form provided in Section 3.

The City shall consider the bid of any contractor that does not submit a subcontractor disclosure to the City to be a nonresponsive bid and may not award the contract to the contractor. The City is not required to determine the accuracy or the completeness of the subcontractor disclosure.

## **2.16 RECEIPT AND OPENING OF BIDS:**

Bids shall be submitted prior to the time fixed in the Invitation to Bid. Bids received after the time so designated will be considered late bids and will be returned unopened. No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a bid not properly addressed and identified.

## **2.17 WITHDRAWAL OF BIDS:**

A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid and submit a new Bid prior to the date and time for the opening of Bids.

If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

## **2.18 PRESENCE OF BIDDERS AT OPENING:**

At the time and place fixed for opening of bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person, electronically, or by representative.

## **2.19 BIDDERS INTERESTED IN MORE THAN ONE BID:**

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid on his or her own behalf.

## **2.20 AWARD OF CONTRACT:**

The contract will be awarded as soon as practicable to the lowest responsive, responsible bidder, price and other factors considered, provided the bid is reasonable and it is to the interest of the City. Award will be made to one bidder and one bidder only.

Contractor or individuals awarded a contract shall provide the City with a correct Department of the Treasury Internal Revenue Service Tax Identification Number (TIN). In the event that the TIN is incorrect or inconsistent with the Contractor's name as described in this contract, the City may withhold taxes as required by law, or cancel or suspend further services under this contract, at the City's option, until the discrepancy is corrected.

The acceptance of a bid shall bind the successful bidder to execute the contract.

## **2.21 REJECTION OF BIDS:**

The City reserves the right to reject any and all bids. Bids may be rejected if they show any alteration of form, admissions not called for, conditions or alternate bids, irregularities of any kind, or that they contain a clause in which the bidder reserves the right to accept or reject a contract awarded to him except as herein provided, or if they do not comply with prescribed public contracting procedures and requirements including the requirement to demonstrate the bidders responsibility under ORS 279C.375(3)(b). Bids in which the prices are obviously unbalanced may be rejected.

The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City.

## **2.22 SURETY BOND:**

To guarantee the faithful performance of the contract, the successful bidder will be required to furnish a performance bond and a payment bond in an amount equal to the full amount of the contract as amended. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the State of Oregon, and said bonds shall be in all respects satisfactory and acceptable to ORS 279C.380.

The Contractor also agrees that at the completion of the project and prior to received final acceptance by the City, the Contractor shall provide the City with a Warranty Bond in the amount of 15% of the contracted amount, which covers any defects in either materials or workmanship, for a period of two year from the date of acceptance.

## **2.23 EXECUTION OF THE CONTRACT:**

The successful bidder shall within ten calendar days from the date of receiving from the City the contract prepared and ready for execution, furnish the City the corporate surety bonds specified herein and enter into contract with the City. If the successful bidder fails to comply with any of the requirements herein, the City may, at its option, determine that the bidder has abandoned the contract and there upon the security accompanying this proposal shall be forfeited and the same shall become the property of the City.

## **2.24 ENVIRONMENTAL AND NATURAL RESOURCES LAWS**

In compliance with ORS 279C.525, lists of federal, state and local agencies of which the City has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract are listed in the 2021 Oregon Department of Transportation Standard Specifications for Construction, Section 00170.01.

**SECTION 3 - BID FORM**

Submitted by: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_ Phone number: \_\_\_\_\_

Contractor Contact E-mail Address: \_\_\_\_\_

Federal Tax I.D. Number or Social Security Number \_\_\_\_\_

The undersigned, as a bidder, declares that he has carefully examined the location of the worksites, that he is aware of the general nature of the work, that he has examined the General and Supplemental Conditions, Special Provisions, Supplemental Special Provisions, Plans and Drawings, read the Instructions to Bidders, read and understood any reports, tests, or addenda that accompany this bid, and hereby proposes to furnish all materials and equipment and do all the work required to complete the project entitled **2024 Silverton Overlay** in accordance with the said Specifications herein for the bid prices set forth in the Schedule of Values attached hereto in this form and forming a part of this proposal.

The Bidder hereby acknowledges the receipt of the following addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____

This proposal is accompanied by a certified check, cashier's check or bid bond in the amount of 10% of the total bid.

The Bidder, by his signature below, certifies that he is qualified to perform the work and hereby represents as follows:

- A. That no Councilor, officer, agency or employee of the City of Silverton is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms.
- B. That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- C. That the provisions required by ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. relating to Prevailing Wage Rates shall be complied with.



- D. In the event the Bidder is awarded the contract and shall fail to complete the work within the time frame specified, including extensions granted, liquidated damages and engineering expenses shall be paid to the City as outlined in section 00180.85 of the Supplemental Conditions for each day of delay in the completion of the work.
- E. Contractor shall not perform any work under this contract until all bonding and insurance requirements have been met and a Notice to Proceed has been issued.
- F. I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including Instructions to Bidders; Standard Terms and Conditions; Special conditions; Federal Provisions, if applicable; plans and specifications.
- G. Upon receiving notice to proceed from the City, the Contractor shall meet with the City assigned Project Manager for a preconstruction conference at a time mutually agreed upon. At this conference, the Contractor shall furnish the Project Manager with a proposed schedule of work, as well as any other required submittals.
- H. Contractor shall not perform any work under this contract until the Contractor and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS279C.830 and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued.
- I. I, the undersigned, certify that the Bidder holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- J. I, the undersigned, certify that the Bidder is covered by liability insurance and other insurance in the amount(s) required by the Agreement.
- K. I, the undersigned, certify that the Bidder qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- L. I, the undersigned, certify that the Bidder is legally qualified to contract with the City of Silverton.
- M. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- N. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

- “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### **Specific Bidder Instructions**

- A. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 - 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage (BOLI) shall be included in the Agreement, the undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840.
- B. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.
- C. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women, or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to the City’s discovery of a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.
- D. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder’s registration number is stated below. Bidder understands that failure to have a current CCB license shall result in rejection of this bid in accordance with OAR 137-049-0230(1).
- E. The undersigned bidder is licensed by the State Landscape Contractors Board, if applicable, the license is current and valid, and the bidder's registration number is stated below. Bidder understands that failure to have a current LCB license shall result in rejection of this bid.
- F. The undersigned represents him/her self in this bid to be either a Resident or a Nonresident bidder by completing the check boxes below.

**Contractor shall check applicable box:**

Resident Bidder, as defined in ORS 279A.120

Non-Resident Bidder, Resident State: \_\_\_\_\_

G. The undersigned confirms that the Bidder has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract in accordance with OAR 13 -049-02.001 (c)(B). The undersigned represents him/her self in this bid to have a drug testing program in place at the time of bid by completing the check box below.

**Contractor shall check if in compliance:**

Drug Testing Requirement, as defined in ORS 279C.505

H. If the contract is for a public works project, subject to ORS 279C.800, 279C.870 and, **nobid will be received or considered by the public contracting agency unless the box below is checked, certifying that the Bidder complies with the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq.**

**Contractor shall check if in compliance:**

The Bidder certifies that the provisions of ORS 279C.800 through ORS 279C.870.

I. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal. Asbestos abatement is not implicated in this contract.

J. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. Whether a Bidder is responsible will be determined by ORS 279C.375 and the City's review following the requirements laid out in Section 2.20 of the Instructions to Bidders, and that the Bidder has supplied all the required attachments listed in the "Attachments to this Bid" section listed on page 6 of the Bid Form.

K. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

The Bidder further proposes to accept the following amount as full payment for the work proposed herein to complete the project and agrees that the price represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The total amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

If the Bidder is awarded a Contract on this proposal, the surety who will provide the Performance Bond will be \_\_\_\_\_ whose address is \_\_\_\_\_.

**BASE BID SCHEDULE OF VALUES – 2024 Silverton Overlay, PN24-1096, Silver Loop Street Work**

	ITEM	ODOT SPEC	QNTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	00210	1	LS	\$	\$
2.	Temporary Work Zone Traffic Control, Complete	00221	1	LS	\$	\$
3.	Cold Plane Pavement Removal, 2" Deep	00620 & 00622	8,538	SY	\$	\$
4.	Pavement Overlay Geotextile	00350	4,269	SY	\$	\$
5.	Level 3, ½ inch ACP Mixture	00744	540	TON	\$	\$
6.	Level 3, ½ inch ACP Mixture in Leveling	00744	10	Tons	\$	\$
		<b>Silver Loop BASE BID TOTAL:</b>				<b>\$</b>

**BASE BID SCHEDULE OF VALUES – 2024 Silverton Overlay, PN24-1096, Adams Street Work**

	ITEM	ODOT SPEC	QNTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	00210	1	LS	\$	\$
2.	Temporary Work Zone Traffic Control, Complete	00221	1	LS	\$	\$
3.	Excavate existing concrete sections (13 locations)		2,700	Sq Ft		
4.	¾-0 Rock for base 12" base		440	TON	\$	\$
6.	Asphalt Pavement Saw Cutting	00360	340	LF	\$	\$
7.	Level 3, ½ inch ACP Mixture	00744	210	TON	\$	\$
8.	Level 3, ½ inch ACP Mixture in Leveling	00744	100	TON	\$	\$
9.	Pavement Overlay Geotextile	00350	5,060	SY		
		<b>ADAMS STREET ADDITIVE BID TOTAL:</b>				<b>\$</b>

**ADDITIVE BID SCHEDULE OF VALUES – 2024 Silverton Overlay, PN24-1096, High Street Work**

	ITEM	ODOT SPEC	QNTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	00210	1	LS	\$	\$
2.	Temporary Work Zone Traffic Control, Complete	00221	1	LS	\$	\$
3.	Removal of Curbs	00310	50	LF	\$	\$
4.	Removal of Walks and Driveways	00310	240	SF	\$	\$
5.	Cold Plane Pavement Removal, 2" Deep - Concrete	00620 & 00622	4570	SY	\$	\$
6.	Asphalt Pavement Saw Cutting	00360	0	LF	\$	\$
7.	Level 3, ½ inch ACP Mixture	00744	280	TON	\$	\$



8.	Level 3, ½ inch ACP Mixture in Leveling	00744	10	TON	\$	\$
9.	Concrete Curbs	00759	50	LF	\$	\$
10.	ADA Ramps	00759	2	EA	\$	\$
11.	Truncated Domes on New Surfaces	00759	2	EA	\$	\$
<b>HIGH STREET ADDITIVE BID TOTAL:</b>						<b>\$</b>

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**TOTAL BASE BID AMOUNT (Written):** \_\_\_\_\_

**TOTAL BASE AND ADDITIVE BIDS AMOUNT (Written):** \_\_\_\_\_

**Contractor's Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

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

**ATTACHMENTS TO THIS BID FORM**

The following documents are submitted with and made a condition of this Bid:

- A. Bid Security
- B. Construction Contractor’s Registration
- C. First-Tier Subcontractor Disclosure Form
- D. Affidavit of Noncollusion (completed and notarized)
- E. Employee Drug Testing Program (required under ORS 279C.505(2))
- F. Certification of Non-Discrimination (required under ORS 279A.110(3))
- G. Contractor Project References

**CONSTRUCTION CONTRACTORS REGISTRATION**

No bids for construction contracts shall be received or considered by the Agency unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530. The undersigned states that the bidder is now registered with the Oregon Construction Contractors Board.

Indicate Registration Number and Expiration Date: \_\_\_\_\_

Workers' Comp Insurance Company: \_\_\_\_\_

Workers' Comp Policy/Binder Number: \_\_\_\_\_

The names of the principal officers of the corporation submitting this proposal; or of the partnership; or of all persons interested in this proposal as principals; are as follows:

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

**(If Sole Proprietor or Partnership)**

In witness hereto, the undersigned has set his (its) hand this \_\_\_\_\_ day of June, 2024.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Bidder

**(If Corporation)**

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this \_\_\_\_\_ day of June, 2024.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
By Title

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM FOR THE 2024 SILVERTON OVERLAY**

**BID OPENING: Date: June 4, 2024**

**Time: 2:00 PM PST**

**Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A nonresponsive bid will not be considered for award.**

**INSTRUCTIONS:**

This form must be submitted at the location specified in the Instructions to Bidders on the advertised bid closing date, and within two working hours after the advertised bid closing time (ORS 279C.370).

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets with the project name clearly marked, at the location indicated by the specified disclosure deadline.

Subcontractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor list **MUST** be submitted within two (2) hours of the bid closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.] or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder): \_\_\_\_\_

Bidder Signature: \_\_\_\_\_ Phone # \_\_\_\_\_





**EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION**  
***(for Standard Public Improvement Contracts)***

**TO:** City of Silverton, a Municipal Corporation in the State of Oregon

**PROJECT NAME:** 2024 Silverton Overlay

In accordance with ORS 279C.505(2), as a Bidder on the above-named public improvement project, does hereby certify to the City that the Bidder has an employee drug testing program in place in accordance with Oregon Law at the time of submitting its Bid, and that such employee drug testing program will be maintained in accordance with Oregon Law throughout the duration of the Contract, including any extensions.

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**CERTIFICATION OF NON-DISCRIMINATION**  
***(for Standard Public Improvement Contracts)***

**TO:** City of Silverton, a Municipal Corporation in the State of Oregon

**PROJECT NAME:** 2024 Silverton Overlay

In accordance with ORS 279A.110(4) and OAR 137-049-0440(3), as a Bidder on the above- named public improvement project, does hereby certify that the Bidder has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service- disabled veteran owns or an emerging small business in obtaining or awarding of Subcontracts for this project.

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

### CONTRACTOR PROJECT REFERENCES

This form must be submitted with the bid. 3 references of similar completed projects shall be provided by the Contractor. Please provide the name of project, overall contract value, description of work completed, along with contact information for the project's owner.

**Project #1:** \_\_\_\_\_ **Contract Amount:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**Project #2:** \_\_\_\_\_ **Contract Amount:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**Project #3:** \_\_\_\_\_ **Contract Amount:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Form Submitted By (Bidder): \_\_\_\_\_

Bidder Signature: \_\_\_\_\_ Phone # \_\_\_\_\_

**SECTION 4 - BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Name of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Name of Surety)

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and

jointly and severally held and bound unto \_\_\_\_\_  
(Name of Obligee)

as Obligee, hereinafter called the Obligee, in the sum of \_\_\_\_\_ Dollars  
(Written Value)

(\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bid ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the 2024 Silverton Overlay Project, project number PN24-1096.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of June, 2024.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



## SECTION 5 - AGREEMENT

### 2024 Silverton Overlay, PN24-1096

This Agreement is entered into by and between the City of Silverton, hereinafter referred to as the "City," and \_\_\_\_\_ hereinafter called the "Contractor," to provide the services described in the Invitation to Bid for the **2024 Silverton Overlay, SILVERTON, OREGON**, which by this reference is hereby made part of this Agreement. The following provisions shall comprise this Agreement:

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The City of Silverton is seeking bids to complete an asphalt pavement grind and overlay project on multiple City owned roadways. Two roadways are currently asphalt (Silver Loop, High Streets). These 2 roadways will have the project scope of 2" grind and inlay full width of roadway. Silver Loop St is 1130 feet long, while High St is 544 feet long. There will be 2 ADA ramps that will need to be installed with some additional curbline work. Adams St is currently concrete surfaced and will require multiple locations of concrete removal with roadway base installation in these locations per PWSD. Adams St will require a leveling lift with a 2" overlay. Adams St will require the contractor to excavate 10 feet on each end of the concrete roadways so the overlay pavement can blend in with the existing.

#### 5.1 CONTRACT TIMES:

The Work will be substantially completed on or before **September 30, 2024**, and completed and ready for final payment on or before **October 15, 2024**.

The anticipated issuance date of the Notice to Proceed is the 9<sup>th</sup> of July, 2024.

#### 5.2 LIQUIDATED DAMAGES

Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in 5.1 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- **Substantial Completion:** Contractor shall pay Owner \$200 for each day that expires after the

time (as duly adjusted pursuant to the Contract) specified in Paragraph 5.1 above for Substantial Completion until the Work is substantially complete.

- Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not cumulative and will not be imposed concurrently.

### **5.3 COMPENSATION:**

The City agrees to compensate the Contractor on a fee-for-services basis as outlined in these Documents. This agreement covers the period listed above. Work shall be performed in accordance with an approved schedule provided to the City by the Contractor as part of this document. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent City contract and/or purchase order numbers. All invoices shall be consistent with the bid amount accepted by the City and shall reflect any savings or reductions provided for in the bid amount. The City will retain **5%** from progress payments. The retainage will be released with the final payment after the project has been accepted as complete by the City. The compensation authorized under this contract is found under subsection 5.11 Contract Price.

The Contractor is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this contract.
2. This contract is not intended to entitle the Contractor to any benefits generally granted to City employees. Without limitation but by way of illustration, the benefits which are not intended to be extended by this contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
3. The Contractor is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers'

Compensation coverage under this contract. If the Contractor has the assistance of other persons in the performance of this contract, the Contractor shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.

The Contractor, if an individual, certifies that he or she is not a program, City, or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

#### **5.4 SERVICES TO BE PROVIDED:**

The Contractor shall provide all materials and services required for the Project; as set forth in the Contract Documents, and the documents it references.

#### **5.5 CONTRACTOR OBLIGATIONS**

This contract is expressly subject to all applicable State contracting laws and further, is expressly subject to the constitutional and charter debt limitation, and incorporates by reference all provisions required by applicable ORS 279A and ORS 279C and Oregon Administrative Rule Divisions 47 and 49 (i.e., OAR 137-049-0200(c)(A) through and including OAR 137-049-0200(c)(V) (2006). The contract is contingent upon funds being appropriated therefore.

1. The Contractor shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to be paid workers on this project shall not be less than the prevailing wage for an hour's work in the same trade or occupation in the locality of the project. This requirement shall apply to all workers employed on the project by the prime contractor, subcontractors, or other persons doing, or contracting to do the whole or any part of the work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279.359 are hereby incorporated into these Specifications. A reference to the Prevailing Wage Rates is attached to this Contract in **Section 8**. When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.
2. The Contractor shall indemnify, save harmless and defend the City, its officers, councilors, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees and agents.

3. Contractor shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall maintain valid all required licenses and certificates required by law.
4. If the Contractor fails to pay for labor and services, the City can pay for them and withhold those amounts from payment to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
5. The Contractor must pay daily, weekly and holiday overtime as required. ORS 279C.520; OAR 839-025-0020(2)(b)
6. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from workers wages. ORS 279C.530; OAR 839-025-0020(2)(d)
7. The Contractor must submit a Public Work Contract Fee form (WH-39) and pay a prevailing wage rate fee to BOLI. ORS 279C-830 (2); OAR 839-025-0020(2)(e)
8. The Contractor must pay the workers not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C3830 (1)(c); OAR 839-025- 0020(3)
9. The Contractor must have a public works bond filed with the Construction Contractors Board before commencement of any work on the project. ORS 279C.830(3)(a)
10. The Contractor shall include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any work on the project. ORS 279C.830(3)(b).

Contractor warrants all installed materials or systems to be free from design, material or construction defects and the systems shall perform to the City's satisfaction for two years from the date the City accepts the work. Contractor warrants that the work shall be performed consistent with professional standards found to be prevalent in the State of Oregon.

#### **5.6 INSURANCE COVERAGES:**

Required Insurance Coverages are found in Section 00170.73 of the Special Provisions in Section 9.

#### **5.7 SUBCONTRACTS:**



The Contractor shall be responsible to the City for the actions of persons and firms performing subcontract work.

## **5.8 TERMINATION OF CONTRACT:**

The City may terminate the whole or any part of this contract in any one of the following circumstances.

1. The City may terminate this Agreement if sufficient funds are not appropriated for the completion of this project.
2. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or
3. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
4. In the event the City terminates this contract in whole, or in part, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
5. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor(s). Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
6. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
7. As used in paragraph (5) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**5.9 PERFORMANCE AND PAYMENT BOND**

The Contractor will be required to file with the City Performance and Labor and Material Payment bonds in the full amount of the contract price at the time of execution of the contract. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond, which it covers. AIA forms may be used for the Performance and Labor and Material Payment bonds.

**5.10 WARRANTY BOND**

At the completion of the project and prior to received final acceptance by the City, the Contractor shall provide the City with a Warranty Bond in the amount of 15% of the contract amount, which covers any defects in either materials or workmanship, for a period of two years from the date of acceptance. AIA forms will be used for the Warranty Bond.

**5.11 CONTRACT PRICE:**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

	ITEM	ODOT SPEC	QNTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	00210	1	LS	\$	\$
2.	Temporary Work Zone Traffic Control, Complete	00221	1	LS	\$	\$
3.	Cold Plane Pavement Removal, 2" Deep	00620 & 00622	8,538	SY	\$	\$
4.	Pavement Overlay Geotextile	00350	9,329	SY	\$	\$
5.	Asphalt Pavement Saw Cutting	00360	340	LF	\$	\$
6.	Level 3, ½ inch ACP Mixture	00744	750	TON	\$	\$
7.	Level 3, ½ inch ACP Mixture in Leveling	00744	110	TON	\$	\$
8.	Excavation of existing bad concrete sections (13 locations)	00759	2,700	SF	\$	\$
9.	¾"-0 Rock for base at excavation locations	00759	440	TON	\$	\$
			<b>BASE BID TOTAL:</b>			<b>\$</b>

**5.12 PAYMENT PROCEDURES:**

Payment procedures are defined in section 00195 of the Standard Specifications and Special Provisions.

**5.13 INTEREST:**

All amounts not paid when due shall be subject to terms listed on invoice.

**5.14 TERMINATIONS AND AMENDMENTS:**

This contract and any amendments thereto will not be effective until approved in writing by the City of Silverton.

This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

In the event of litigation arising out of or relating to this Agreement, the prevailing party in such suit or action shall be entitled to recover its reasonable attorney fees as may be awarded by the court in which such suit or action is tried, heard, or decided, and on any appeal therefrom.

**5.15 SIGNATURES:**

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

**CONTRACTOR**

**CITY OF SILVERTON**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cory Misley, City Manager/City Recorder

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
CCB Number



**SECTION 6 PERFORMANCE AND PAYMENT BONDS**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

As PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto  
City of Silverton \_\_\_\_\_

the OBLIGEE herein, in the sum of \_\_\_\_\_ (dollars)  
(\$) \_\_\_\_\_

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, \_\_\_\_\_  
(Contractor)

the PRINCIPAL herein, on the \_\_\_\_\_ day of July, 2024 entered into a contract with the OBLIGEE which contract documents consist of the "Invitation to Bid"; the "Instructions to Bidders", the "Bid Proposal, Schedule of Prices and Subcontractor Form", the "Bid Bond", the "Performance Bond and the Payment Bond", the "Certificate of Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", " the Plans, Drawings and Exhibits", and the "Agreement Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to do all labor, furnish all plant and equipment, and furnish all material, in accordance with all the terms and conditions set forth in said contract documents; and to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said contract documents; and to do and perform all things in said contract documents required, in the time and manner under the terms and conditions therein set forth; and in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall commencing with the date hereof and continuing for one year after the complete performance of the contract and the final acceptance of the work in the contract, save harmless the OBLIGEEES, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in said contract undertaken, and as by law, state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

**(a)** The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**(b)** The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters and things by him undertaken to be performed under said contract upon the terms proposed therein and shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical and hospital care or other needed care and attention incidental to sickness or injury to the employees of such PRINCIPAL, pursuant to the laws of this state and any contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in \_\_\_\_\_  
\_\_\_\_\_, this \_\_\_\_\_ day of July, 2024.

**CONTRACTOR**

**SURETY**

\_\_\_\_\_(Seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions", with all corrections, interlineations, signatures, etc., completed reproduced therein.



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

As PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto  
City of Silverton

the OBLIGEE herein, in the sum of \_\_\_\_\_ (dollars)  
(\$)\_\_\_\_\_

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, \_\_\_\_\_  
(Contractor)

the PRINCIPAL herein, on the \_\_\_\_\_ day of July, 2024 entered into a contract with the OBLIGEE which contract documents consist of the "Invitation to Bid"; the "Instructions to Bidders", the "Bid Proposal, Schedule of Prices and Subcontractor Form", the "Bid Bond", the "Performance Bond and the Payment Bond", the "Certificate of Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", " the Plans, Drawings and Exhibits", and the "Agreement Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to promptly make payment for all labor, services, material, and sums due the workmen's compensation board or equivalent, the collector of internal revenue, the unemployment compensation trust fund, and the treasurer of the State of Oregon in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall promptly pay all persons furnishing labor, services and material, and sums due for workmen's compensation insurance or equivalent, social security and unemployment compensation, sums due to the Department of Revenue, to him and to his subcontractor, or to their assigns, on or about said work then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

**(a)** All material men, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on this bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted 'in a proceeding instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said contract and final acceptance of the work in the contract) and to have such claim adjudicated in such action and judgment rendered thereon.

**(b)** The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**(c)** The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the OBLIGEEES, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the workmen's compensation board or equivalent and all contributions or amounts due the state employment compensation trust fund incurred in the performance of said contract, and shall also pay all sums of money withheld from the employees and payable to the state tax commission pursuant to ORS 316.711, and shall do all things required of said PRINCIPAL by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in \_\_\_\_\_  
\_\_\_\_\_, this \_\_\_\_\_ day of July, 2024.

**CONTRACTOR**

**SURETY**

\_\_\_\_\_(Seal)  
Contractor's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions", with all corrections, interlineations, signatures, etc., completed reproduced therein.

## **SECTION 7 CERTIFICATE OF INSURANCE**

Contractor to provide Certificate of Insurance as required by Section 00170.70 of the Special Provisions (SECTION 9).



## SECTION 8 PREVAILING WAGE RATES (BOLI)

2023 Silverton Overlay

# **PREVAILING WAGES**

This Public Works Project is subject to the applicable prevailing wage rates. If a contractor fails to pay for labor and services, the City can withhold these amounts from payments due the contractor.

The latest Prevailing Wages applicable to this project can found electronically at:  
<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>.

## SECTION 9 SPECIAL PROVISIONS

This project uses the ODOT/APWA Oregon Standard Specifications for Construction (OSSC) 2021 project manual. In the event any discrepancies are found regarding procurement instructions and/or requirements given in Sections 1 through 6 of this bidding package and Part 00100 General Conditions of the OSSC 2021, Sections 1 through 6 of this bidding package shall govern.

Modifications from the OSSC 2021 project manual are listed in these special provisions. If there are no modifications listed then the Contractor will comply with the section as written in the OSSC 2021 Project Manual.

### SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

**00170.70 Insurance** – Add the following information on required insurance limits:

- Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate
- Excess/Umbrella Coverage - \$4,000,000
- Automobile Liability - \$1,000,000 combined single limit

### SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

**00195.12(d) Steel Materials Pay Item Selection** - Add the following paragraph to the end of this subsection:

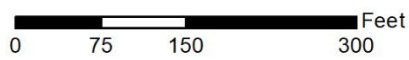
No Pay Items under this Contract qualify for the steel escalation/de-escalation program.

### SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

**00620.90 Payment** - Add the following paragraph to the end of this subsection:

The unit price given for Cold Plane Pavement Removal, 3” Deep shall be the unit cost to remove asphalt per Section 00620, Cold Plane Pavement Removal, and Portland cement concrete per Section 00622, Grinding Concrete Pavement.

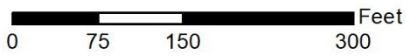
# City of Silverton - Silver Loop Area



Disclaimer:  
This map was published by the City of Silverton Community Development Department as a general planning tool. Due to the differing quality of source data, the Department cannot accept responsibility for errors or omissions, and therefore, there are no warranties which accompany this material.



City of Silverton - Adams Street Area



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**Adams St  
2024 Silverton Overlays  
PN#24-1096**



- **Saw cut and remove existing concrete.**
- **Excavate down 12" and rock back with  $\frac{3}{4}$ "-0 for base and compact.**
- **Prep location for leveling lift.**



**Adams St  
2024 Silverton Overlay  
PN24-1096**



- **Saw cut and remove existing concrete.**
- **Excavate down 12" and rock back with  $\frac{3}{4}$ "-0 for base and compact.**
- **Prep location for leveling lift.**



**Adams St  
2024 Silverton Overlay  
PN24-1096**



- **Saw cut and remove existing concrete.**
- **Excavate down 12" and rock back with  $\frac{3}{4}$ "-0 for base and compact.**
- **Prep location for leveling lift.**



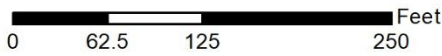
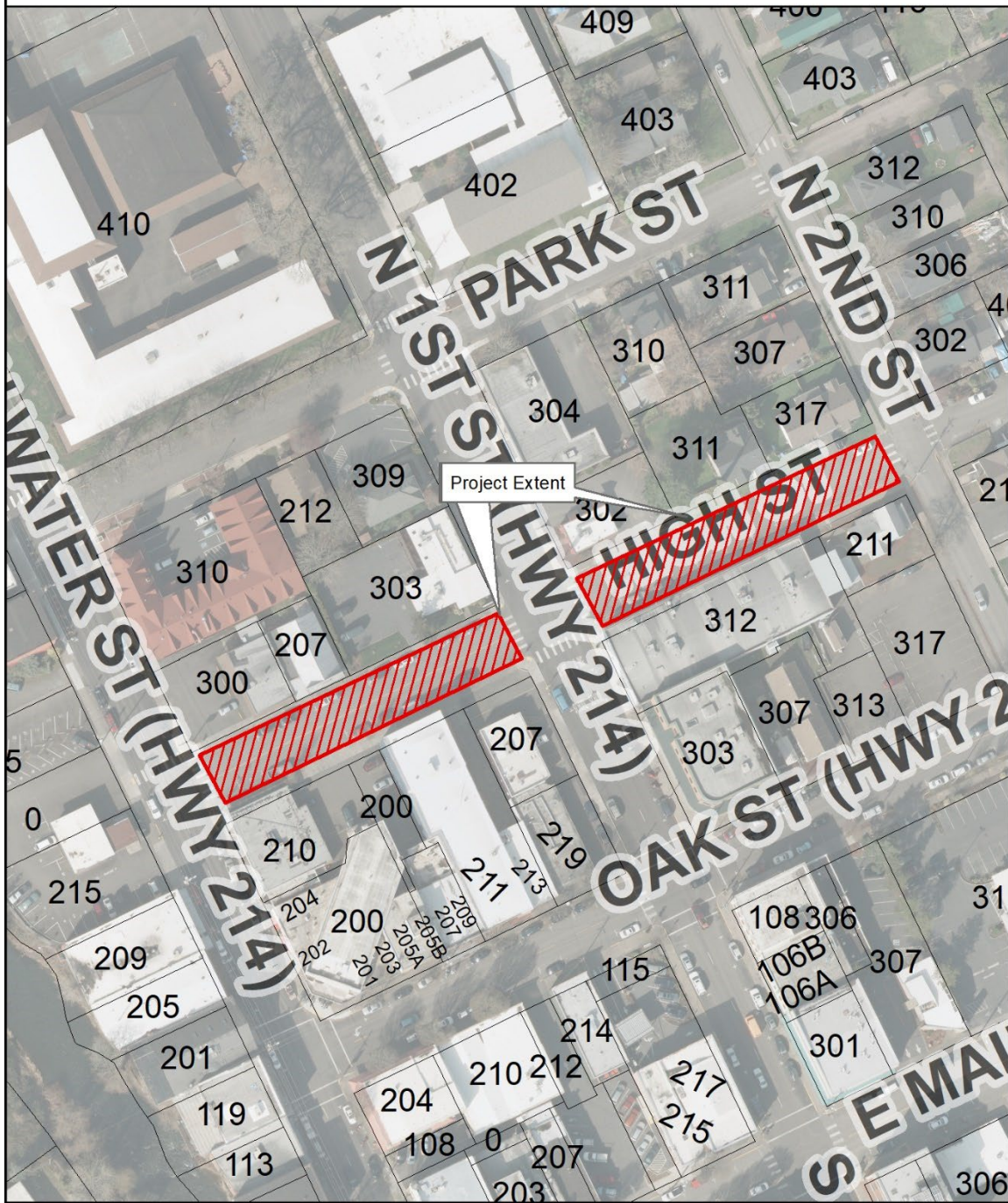
**Adams St  
2024 Silverton Overlay  
PN24-1096**



- **Saw cut and remove existing concrete.**
- **Excavate down 12" and rock back with  $\frac{3}{4}$ "-0 for base and compact.**
- **Prep location for leveling lift.**



City of Silverton - High Street Area



Disclaimer:  
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**High St  
2024 Silverton Overlay  
PN24-1096**



- **Remove existing ADA ramp.**
- **Install new ADA ramp to meet new compliance.**



**High St  
2024 Silverton Overlay  
PN24-1096**



- **Remove existing ADA ramp.**
- **Install new ADA ramp to meet new compliance.**




**High St  
2024 Silverton Overlay  
PN24-1096**



- **Remove old non-compliant ramp.**
- **Install class “C” curb to match existing curb height.**



**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.2	Authorize City Manager to Award a Contract With SAK Construction LLC for the 2024 Slip Line Project in the amount of \$314,010.
	<b>Agenda Type:</b>	
	Consent	
<b>Meeting Date:</b>		
	July 1, 2024	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Mike Dahlberg	Travis Sperle	Kathleen Zaragoza

Recommendation:

Authorize the City Manager to award a contract with SAK Construction LLC for the 2024 Slip Line Project in the amount of \$314,010 and provide a contingency of \$20,000 for a not to exceed total of \$334,010.

Background:

The City invited bids to complete a sewer slip lining project. The Sewer Slip Line project is an ongoing annual project where staff identify areas that have inflow/infiltration into City sewer mainlines.

Budget Impact	Fiscal Year	Funding Source
\$334,010.	2024-2025	Sewer Fund 030-035-85006

Attachments:

1. Bid Opening
2. Notice of Intent to Award
3. Request for Proposal/Contract



## BID OPENING FORM

306 S. Water Street | Silverton, Oregon 97381

### 2024 CIPP Project

PROJECT NO.  
PN24-1097

BID OPENING DATE Thursday June 6, 2024 2PM PST

NUMBER	BIDDER	DATE/TIME RECEIVED	BID TOTAL
1	Insituform technologies	6/5/2024 8:51	\$ 316,130
2	Iron Horse LLC	6/6/2024 8:27 am	\$ 410,720
3	Sak Construction LLC	6/6/2024 1:15 pm	\$ 314,010
4			
5			
6			
7			
8			

BID OPENED BY Mike, Melinda, Jacob

PROJECT MANAGER Mike Dahlberg

THIS IS NOT A NOTICE OF AWARD OR A NOTICE TO PROCEED

6

1. The Contractor shall be responsible for obtaining all necessary permits and approvals for the proposed work. The Contractor shall also be responsible for obtaining all necessary insurance coverage for the proposed work.

2. The Contractor shall be responsible for obtaining all necessary permits and approvals for the proposed work. The Contractor shall also be responsible for obtaining all necessary insurance coverage for the proposed work.



## CITY OF SILVERTON PUBLIC WORKS

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306 S. Water Street | Silverton, Oregon 97381

CITY OF SILVERTON  
MARION COUNTY, OREGON

### **NOTICE OF INTENT TO AWARD**

Date: 06/10/2024

**RE: Notice Intent to Award – PN24-1097 SAK Construction LLC**

The City of Silverton has completed a review and evaluation of proposals received in response to the Request for Proposals.

This is a formal announcement that the City of Silverton intends to award a contract to **SAK Construction LLC of O'Fallon MO. The City of Silverton intent to award is contingent upon City Council authorization at its July 1<sup>st</sup> 2024 meeting.**

**THIS IS NOT A NOTICE OF AWARD OR A NOTICE TO PROCEED**



# PROJECT DOCUMENTS

## SILVERTON 2024 CIPP PROJECT



PROJECT NO: **PN24-1097**

DATE OF ISSUANCE: **May 23, 2024**

PROJECT TYPE: **Public Works Capital**

BIDS DUE BY: **June 6, 2024, 2:00 p.m. local**

CITY PROJECT MANAGER: **Mike Dahlberg Public Works  
Operations Manager**

PM CONTACT INFORMATION: **mdahlberg@silverton.or.us  
503-874-2209**

**CITY OF SILVERTON**  
**Public Works Department**  
**306 South Water Street**  
**Silverton, Oregon 97381**

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## SECTION 1 INVITATION TO BID

### I. INVITATION TO BID

The City of Silverton is seeking bids to complete a CIPP (Cured-in-Place Pipe) project on selected sanitary sewer lines in Silverton, OR 97381. The project consists of lining approximately 280 feet of 12" main, 905 feet of 6" mains, and 3980 feet of an 8" mains. The project also includes reinstating service to laterals using the lined mains and point repairs if needed. The contractor will coordinate with City staff on construction timing to minimize disruptions to services and traffic.

### II. SCHEDULE

Documents Available	May 23, 2024
<b>Bids Due</b>	<b>June 6, 2024</b>
Anticipated Notice of Award	July 3, 2024
Project Completion	April 15, 2025

**NOTE:** The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes will be made to all interested parties via the City's website [silverton.or.us](http://silverton.or.us).

### III. CONTRACTOR RESPONSIBILITIES AND DUTIES

All Bidders must be qualified and licensed to provide the goods and construction services requested in this document. Bidders shall have provided products and services similar to those listed in scope of work section for commercial and/or municipal customers. Bidders are required to submit documentation as outlined in this document, related to their ability to provide quality products and services as listed in this document.

### IV. BID REQUIREMENTS AND SELECTION PROCESS

#### **Mandatory Site Visit**

There will not be a pre-bid site visit for this project. All areas of the project are public right-of-way that can be visited by contractors on their own. The City does not have recent TV videos of the mains to be lined.

#### **Pre-Submission Questions**

All questions related to the project must be directed to the Project Manager no later than May 30, 2024, at 2:00 p.m. Questions must be submitted via e-mail to [bstepp@silverton.or.us](mailto:bstepp@silverton.or.us).

#### **Contact with City Staff**

The City's Project Manager is Mike Dahlberg and may be contacted at [mdahlberg@silverton.or.us](mailto:mdahlberg@silverton.or.us), or 503-874-2209. Communicating with other City staff or authority for information other than the Project Manager or assigned Designee may result in disqualification of bid.

#### **Addenda**

Addenda are incorporated with the original solicitation as an attachment and can be viewed and downloaded by registered suppliers. Bidders should consult the City of Silverton website, [www.silverton.or.us](http://www.silverton.or.us), regularly until closing to avoid missing any Addenda.

**Bid Withdrawal**

Any bid may be withdrawn at any time before the “Bids Due” date and time specified in the Schedule, by providing a written request for the withdrawal of the bid to the City. The request shall be executed by a duly authorized representative of the firm. Withdrawal of a bid will not prejudice the right of the Bidder to file a new bid.

**Bid Content Requirements**

Bids must be sealed and identified per the “Bid Submission” requirements. Please list any bid content requirements i.e., list of previous jobs, cover letter, using an attached bid form, etc.

**Bid Submission**

Bids shall be delivered by mail (prior to bid closing date and time) or hand carried to the Silverton Public Works Administration Office located at 306 S Water Street, Silverton, OR 97381. The office is open 9 – 5 Monday – Friday. To ensure proper identification and handling, all packages and envelopes shall be clearly marked as follows:

Bids for PW PN24-1097, 2024 CIPP Project  
City of Silverton  
306 S. Water St.  
Silverton, OR 97381

Bids may be emailed to the Project Manager at [mdahlberg@silverton.or.us](mailto:mdahlberg@silverton.or.us). Bids must be received by the bid closing date and time as listed above. Bids will not be opened until the bid opening date and time as listed above.

The City shall not be responsible for the proper handling of any proposal not properly identified, marked, and submitted in a timely manner. Proposals received after the date/time for Closing will not be considered for the award. The City will do a public bid opening on June 6, 2024, at 2:00 PM at the Silverton City Hall Conference Room located at 306 S Water Street, Silverton, OR 97381.

**V. GENERAL INFORMATION**

**Public Records**

This bid will be made a part of a file open to public inspection. If a bid contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

“This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”

Nondisclosure of documents or any portion of a document submitted as part of a bid may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law. The above restriction may not include cost or price information, which must be open to public inspection.

Identifying the bid in whole as a trade secret is not acceptable. Failure to identify a portion of the bid as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.



### **Reimbursement**

All costs for bids and interviews to secure this project are the Bidder's responsibility.

### **Contract Award**

The City will award a contract to the Bidder whose bid would be most advantageous to the City. The selected Bidder will be required to assume responsibility for all services outlined in the ITB, whether the Bidder or a representative of the Bidder produces them. The City considers the selected Bidder responsible for any and all contractual matters.

The successful Bidder shall be required to execute a Public Works Contract, an example of which is attached as Exhibit B.

## **VI. SCOPE OF WORK**

### **Project Completion Date**

The project must be completed no later than April 15, 2025, unless otherwise agreed upon, in writing, by the City and the Successful Bidder.

### **Examination of Contract Documents and Project Site**

Project sites are located on public streets in Silverton, Oregon. Each Bidder is solely responsible for thorough review of the Invitation to Bid documents and the examination of the Project Site prior to submittal of bid. Documents are available for download on the City of Silverton website, [www.silverton.or.us](http://www.silverton.or.us), or by emailing project manager Mike Dahlberg at [mdahlberg@silverton.or.us](mailto:mdahlberg@silverton.or.us).

### **City obligations under this contract include:**

1. Will provide access and area for staging material and equipment at the Public Works Shops if needed. Shops are open 7:30 – 4:00 PM.
2. Will review video and inspect work. Will make determinations on when point repairs are needed.

### **Contractor Project Scope:**

1. Complete cleaning and TV inspection of selected mains to be lined.
2. Complete any point repairs that City and Contractor agree need to be fixed.
3. Install CIPP liner per specifications.
4. Reinstate services found during TV inspection prior to lining process.

### **Warranty:**

Successful Bidder shall warranty all work to be free from defects due to poor craftsmanship or materials for a minimum of one (1) year, or the duration of the Vendor's standard warranty, whichever is greater. The Vendor's craftsmanship warranty is in addition to any material warranty provided by manufacturer of materials used in construction. All warranty work will be provided without transportation charges. The warranty period begins after project goods are accepted by the City.

### **Bonds and Insurance**

The Bidder shall furnish performance and payment bonds, each in an amount at least equal to 100 percent (100%) of the contract price as security for the faithful performance and payment of all Bidder obligations. These bonds shall remain in effect at least one year after the date when final payment is due.

The Bidder shall deliver to the City certificates of insurance as specified in Section 8. The City including

respective agents, officers and employees shall be named additional insured.

**References**

The Bidder shall furnish at least three (3) references for comparable and previously completed projects, including the project owner's name and phone number.

## SECTION 2 -INSTRUCTIONS TO BIDDERS

### 2.1 BIDDER'S QUALIFICATIONS:

No bids for construction contracts shall be received or considered by the City unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.

The Contractor shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally, the Contractor shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830, **and submit it to the City for proof of Bonding.**

### 2.2 EXAMINATION OF THE CONTRACT DOCUMENTS AND WORK SITE:

Bidders should carefully examine the bid and contract documents and familiarize themselves with the work site to fully acquaint themselves with all the conditions and matters which can in any way affect the work or the cost thereof.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings, plans, addenda (if any), any tests and/or reports, and all other Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the City may rely, that the bidder is experienced in the uses and interpretation of plans and specifications such as those included in the Contract Documents and has thoroughly examined and is familiar with the Contract Documents.

The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the bidder from any obligations with respect to the bid or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents or existing site conditions.

All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager, listed in the Invitation to Bid, in writing. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### 2.3 CONTRACTOR'S RESPONSIBILITY:

It is understood that the specifications and other contract documents do not purport to control the method of performing the work, but only the requirements as to the nature of the completed

work. The Contractor assumes the entire responsibility for the method of performing and installing the work. Suggestions as to the method included in the contract documents shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability or status as an independent Contractor to complete the work under this contract.

#### **2.4 LAWS AND REGULATIONS:**

The bidder is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the bidder shall discover any provision in these specifications, plans or contract documents which is contrary to or inconsistent with any law or regulations, he or she shall report it to the City in writing.

#### **2.5 WAGE RATES:**

The Contractor shall pay the existing rate of wage which may be paid to workers in each trade or occupation required for such public work employed in the performance of the contract either by the Contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract, and such workers shall be paid not less than the specified minimum hourly rate of wage as set forth in the latest applicable edition of the Prevailing Wage Rates for Public Works in accordance with ORS 279C.838 and 279C.840.

#### **2.6 CONTRACT TIMES:**

The number of days within which, or the dates by which, milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

#### **2.7 LIQUIDATED DAMAGES:**

Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **2.8 BID SECURITY:**

Bid security shall be submitted with the Bid Proposal and failure to submit shall be cause for rejection of the bid. The bidder, at his or her option, shall furnish a bid bond, cashier's check or a certified check made to the City of Silverton for an amount equal to no less than ten (10) percent of the total amount of the bid. Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the State of Oregon and said bonds shall be in all respects satisfactory and acceptable to ORS 279.C.365(5).



## **2.9 PREPARATION OF BIDS:**

Bidders must submit their proposals on the Bid Form attached hereto. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given, and the bidders must state the unit prices, typed or written in ink. Any correction to entries made on the proposal forms shall be initialed by the person signing the proposal. In case of discrepancy between the unit prices and amounts, the unit prices will govern.

Alternative bids will not be considered unless specifically called for. Bids must be mailed, or hand delivered to City Hall (306 S Water Street, Silverton, OR 97381).

Each bidder represents that their bid is based upon the specific material installation and equipment requirements, described in the Bidding Documents.

No substitutions will be considered unless a written request has been submitted to the Project Manager for approval prior to the closing date for bids. Each such request shall include a complete description of the proposed substitute, and any other data or information necessary for a complete evaluation. Substitutions will be accepted only with the understanding that the supplier guarantees substituted material or equipment to be equal or better than that specified and meets all requirements of the Specifications.

Accepted substitutes will be listed in addenda mailed or delivered to each person or firm recorded by the Project Manager as having received the Bidding Documents and will be available for inspection at the City of Silverton, City Hall 306 S. Water St. Silverton, OR 97381.

## **2.10 SPECIFICATION LIMITING COMPETITION:**

Bidders may comment on any specification or requirement contained within this Bid which they feel limits competition in the selection of a bid to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing and are to be addressed to Mike Dahlberg, Public Works Operation Manager, at [mdahlberg@Silverton.or.us](mailto:mdahlberg@Silverton.or.us).

Such comments shall be submitted **no later than 3 days before the bid date**. No comments will be accepted after that time. Any substitutions for items specified will not be accepted without prior written approval of the Project Manager.

## **2.11 PROTEST OF AWARD.**

The Notice of Intent to Award by the City of Silverton shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City Project Manager within three (3) working days of issuing the Notice of Intent to Award. If a protest is timely filed, the Notice of Intent to Award is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The Notice of Intent to Award and any written decision denying

protest shall be sent to every bidder who provided an address.

**2.12 RIGHT TO PROTEST.**

Any actual bidder who is adversely affected or aggrieved by the City's Notice of Intent to Award to another bidder on the same solicitation shall have three (3) working days after Notice of Intent to Award to submit to the City Project Manager a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved bidder with a right to submit a written protest, a bidder must be next in line for award, i.e., the protester must claim that all higher rated bidders are ineligible for an award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

**2.13 SUBMISSION OF BIDS:**

Bids must be submitted at the time and location shown on the Invitation to Bid to Silverton City Hall (306 S. Water Street, Silverton, OR 97381). All forms required to be submitted are provided.

**2.14 BASIS OF BID:**

Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Schedule of Values in the Bid Form.

**2.15 SUBCONTRACTORS:**

When the contract value for a public improvement is greater than \$100,000, bidders are required to disclose information about first-tier subcontractors who will furnish labor or labor and materials (see ORS 279C.370).

Within two working hours of the date and time of the deadline when the bids are due to the City for a public improvement, the bidder shall submit to the City a disclosure of the first-tier subcontractors that (A) will be furnishing labor, or will be furnishing labor and materials in connection with the public improvement, and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater; or \$350,000, regardless of the percentage of the total project bid. The disclosure of first-tier subcontractors shall include the name of each subcontractor, the category of work that each subcontractor will perform, and the dollar value of each subcontract. See the form provided in Section 3.

The City shall consider the bid of any contractor that does not submit a subcontractor disclosure to the City to be a nonresponsive bid and may not award the contract to the contractor. The City is not required to determine the accuracy or the completeness of the subcontractor disclosure.

**2.16 RECEIPT AND OPENING OF BIDS:**

Bids shall be submitted prior to the time fixed in the Invitation to Bid. Bids received after the time so designated will be considered late bids and will be returned unopened. No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a bid not

properly addressed and identified.

#### **2.17 WITHDRAWAL OF BIDS:**

A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid and submit a new Bid prior to the date and time for the opening of Bids.

If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **2.18 PRESENCE OF BIDDERS AT OPENING:**

At the time and place fixed for opening of bids, the contents of all bids will be made public for the information of all bidders and other interested parties who may be present in person, electronically, or by representative.

#### **2.19 BIDDERS INTERESTED IN MORE THAN ONE BID:**

If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid on his or her own behalf.

#### **2.20 AWARD OF CONTRACT:**

The contract will be awarded as soon as practicable to the lowest responsive, responsible bidder, price and other factors considered, provided the bid is reasonable and it is to the interest of the City. The award will be made to one bidder and one bidder only.

The contractor or individuals awarded a contract shall provide the City with a correct Department of the Treasury Internal Revenue Service Tax Identification Number (TIN). In the event that the TIN is incorrect or inconsistent with the Contractor's name as described in this contract, the City may withhold taxes as required by law, or cancel or suspend further services under this contract, at the City's option, until the discrepancy is corrected.

The acceptance of a bid shall bind the successful bidder to execute the contract.

## **2.21 REJECTION OF BIDS:**

The City reserves the right to reject any and all bids. Bids may be rejected if they show any alteration of form, admissions not called for, conditions or alternate bids, irregularities of any kind, or that they contain a clause in which the bidder reserves the right to accept or reject a contract awarded to him except as herein provided, or if they do not comply with prescribed public contracting procedures and requirements including the requirement to demonstrate the bidder's responsibility under ORS 279C.375(3)(b). Bids in which the prices are obviously unbalanced may be rejected.

The City reserves the right to waive any informality in bids received when such waiver is in the interest of the City.

## **2.22 SURETY BOND:**

To guarantee the faithful performance of the contract, the successful bidder will be required to furnish a performance bond and a payment bond in an amount equal to the full amount of the contract as amended. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the State of Oregon and said bonds shall be in all respects satisfactory and acceptable to ORS 279C.380.

## **2.23 EXECUTION OF THE CONTRACT:**

The successful bidder shall, within ten calendar days from the date of receiving from the City the contract prepared and ready for execution, furnish the City the corporate surety bonds specified herein and enter into contract with the City. If the successful bidder fails to comply with any of the requirements herein, the City may, at its option, determine that the bidder has abandoned the contract and there upon the security accompanying this proposal shall be forfeited and the same shall become the property of the City.

## **2.24 ENVIRONMENTAL AND NATURAL RESOURCES LAWS**

In compliance with ORS 279C.525, lists of federal, state and local agencies of which the City has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract are listed in the 2015 Oregon Department of Transportation Standard Specifications for Construction, Section 00170.01.



**SECTION 3 - BID FORM**

Submitted by: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_ Phone number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Tax I.D. Number or Social Security Number \_\_\_\_\_

The undersigned, as a bidder, declares that he has carefully examined the location of the worksites, that he is aware of the general nature of the work, that he has examined the General and Supplemental Conditions, Special Provisions, Supplemental Special Provisions, Plans and Drawings, read the Instructions to Bidders, read and understood any reports, tests, or addenda that accompany this bid, and hereby proposes to furnish all materials and equipment and do all the work required to complete the project entitled **2024 CIPP Project** in accordance with the said Specifications herein for the bid prices set forth in the Schedule of Values Form attached hereto and forming a part of this proposal.

The Bidder hereby acknowledges the receipt of the following addenda:

<b>Addendum No.</b>	<b>Addendum Date</b>
_____	_____
_____	_____

This proposal is accompanied by a certified check, cashier's check or bid bond in the amount of 10% of the total bid.

The Bidder, by his signature below, certifies that he is qualified to perform the work and hereby represents as follows:

- A. That no Councilor, officer, agency or employee of the City of Silverton is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents, or employees had induced him to enter into this contract and the papers made a part hereof by its terms.
- B. That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- C. That the provisions required by ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq. relating to Prevailing Wage Rates shall be complied with.

- D. In the event the Bidder is awarded the contract and shall fail to complete the work within the time frame specified, including extensions granted, liquidated damages and engineering expenses shall be paid to the City as outlined in section 00180.85 of the Supplemental Conditions for each day of delay in the completion of the work.
- E. Contractor shall not perform any work under this contract until all bonding and insurance requirements have been met and a Notice to Proceed has been issued.
- F. I, the undersigned, agree to be bound by the form of agreement and all remaining contract documents, including Instructions to Bidders; Standard Terms and Conditions; Special conditions; Federal Provisions, if applicable; plans and specifications.
- G. Upon receiving notice to proceed from the City, the Contractor shall meet with the City assigned Project Manager for a preconstruction conference at a time mutually agreed upon. At this conference the Contractor shall furnish the Project Manager with a proposed schedule of work, as well as any other required submittals.
- H. Contractor shall not perform any work under this contract until the Contractor and every subcontractor has a public works bond filed with the Construction Contractors Board in accordance with ORS279C.830 and all other bonding and insurance requirements have been met and a Notice to Proceed has been issued.
- I. I, the undersigned, certify that the Bidder holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- J. I, the undersigned, certify that the Bidder is covered by liability insurance and other insurance in the amount(s) required by the Agreement.
- K. I, the undersigned, certify that the Bidder qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- L. I, the undersigned, certify that the Bidder is legally qualified to contract with the City of Silverton.
- M. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- N. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.
- “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-

competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

- “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### **Specific Bidder Instructions**

- A. The undersigned agrees to comply with the provisions of ORS 279C.800 to 279C.870, the Oregon Prevailing Wage law. The undersigned, as bidder, acknowledges that provisions of ORS 279C.800 - 279C.870 relating to workers on public works to be paid not less than prevailing rate of wage (BOLI) shall be included in the Agreement, the undersigned Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840.
- B. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.
- C. The undersigned certifies that the undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to the City’s discovery of a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.
- D. The undersigned bidder is registered with the Oregon Construction Contractors Board (CCB), the registration is current and valid, and the bidder’s registration number is stated below. The bidder understands that failure to have a current CCB license shall result in rejection of this bid in accordance with OAR 137-049-0230(1).
- E. The undersigned bidder is licensed by the State Landscape Contractors Board, if applicable, the license is current and valid, and the bidder's registration number is stated below. The bidder understands that failure to have a current LCB license shall result in rejection of this bid.
- F. The undersigned represents him/herself in this bid to be either a Resident or a Nonresidentbidder by completing the check boxes below.

**Contractor shall check applicable box:**

Resident Bidder, as defined in ORS 279A.120

Non-Resident Bidder, Resident State: \_\_\_\_\_

G. The undersigned confirms that the Bidder has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of contract in accordance with OAR 13 -049-02.001 (c)(B). The undersigned represents him/herself in this bid to have a drug testing program in place at the time of bid by completing the check box below.

**Contractor shall check if in compliance:**

Drug Testing Requirement, as defined in ORS 279C.505

H. If the contract is for a public works project, subject to ORS 279C.800, 279C.870 and, **nobid will be received or considered by the public contracting agency unless the box below is checked, certifying that the Bidder complies with the provisions of ORS 279C.800 through ORS 279C.870 or 40 U.S.C. 3141 et seq.**

**Contractor shall check if in compliance:**

The Bidder certifies that the provisions of ORS 279C.800 through ORS 279C.870.

I. The undersigned confirms that if this contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal. Asbestos abatement is not implicated in this contract.

J. The bidder understands that the City will be awarding the contract to the Responsible Bidder with the lowest Responsive Bid. Whether a Bidder is responsible will be determined by ORS 279C.375 and the City's review following the requirements laid out in Section 2.20 of the Instructions to Bidders, and that the Bidder has supplied all the required attachments listed in the "Attachments to this Bid" section listed on page 6 of the Bid Form.

K. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

The Bidder further proposes to accept the following amount as full payment for the work proposed herein to complete the project and agrees that the price represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The total amount shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

If the Bidder is awarded a Contract on this proposal, the surety who will provide the Performance Bond will be \_\_\_\_\_ whose address is \_\_\_\_\_.



SCHEDULE OF VALUES FORM

**BASE BID SCHEDULE – 2024 CIPP Project, PN24-1097**

	ITEM	QNTY	UNIT	UNIT PRICE	TOTAL PRICE
1.	Mobilization	1	LS	\$	\$
2.	Temporary Traffic Control	1	LS	\$	\$
3.	Cleaning and Video Inspection	5,165	LF	\$	\$
4.	12" CIPP Lining	280	LF	\$	\$
5.	8" CIPP Lining	3,980	LF	\$	\$
6.	6" CIPP Lining	905	LF	\$	\$
7.	Spot Repair, each 5' section of pipe	5	EA	\$	\$
8.	Bypass Pumping	1	LS	\$	\$
9.	Reinstate Services	110	EA	\$	\$
<b>BASE BID TOTAL</b>					<b>\$</b>

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**TOTAL BASE BID AMOUNT (Written):** \_\_\_\_\_

**Contractor's Name:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

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

**Telephone Number:** \_\_\_\_\_

**Contractor Contact E-mail Address:** \_\_\_\_\_

**ATTACHMENTS TO THIS BID FORM**

The following documents are submitted with and made a condition of this Bid:

- A. Bid Security
- B. Construction Contractor’s Registration
- C. First-Tier Subcontractor Disclosure Form
- D. Affidavit of Non-collusion (completed and notarized)
- E. Employee Drug Testing Program (required under ORS 279C.505(2))
- F. Certification of Non-Discrimination (required under ORS 279A.110(3))
- G. Contractor Project References

**CONSTRUCTION CONTRACTORS' REGISTRATION**

No bids for construction contracts shall be received or considered by the Agency unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530. The undersigned states that the bidder is now registered with the Oregon Construction Contractors Board.

Indicate Registration Number and Expiration Date: \_\_\_\_\_

Workers' Comp Insurance Company: \_\_\_\_\_

Workers' Comp Policy/Binder Number: \_\_\_\_\_

The names of the principal officers of the corporation submitting this proposal; or of the partnership; or of all persons interested in this proposal as principals; are as follows:

\_\_\_\_\_  
Name Title

\_\_\_\_\_  
Name Title

**(If Sole Proprietor or Partnership)**

In witness hereto, the undersigned has set his (its) hand this \_\_\_\_\_ day of July 2024.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Bidder

**(If Corporation)**

In witness whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this \_\_\_\_\_ day of July 2024.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM FOR THE 2024 CIPP PROJECT**

**BID OPENING: Date: June 6, 2024,**

**Time: 2:00 PM**

**Failure to submit this form by the disclosure deadline will result in a non-responsive bid. A nonresponsive bid will not be considered for the award.**

**INSTRUCTIONS:**

This form must be submitted at the location specified in the Instructions to Bidders on the advertised bid closing date, and within two working hours after the advertised bid closing time (ORS 279C.370).

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets with the project name clearly marked, at the location indicated by the specified disclosure deadline.

Subcontractor lists may be submitted with the bid in the same envelope at the bid closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor list **MUST** be submitted within two (2) hours of the bid closing date and time.

List below the name of each subcontractor that will be furnishing labor, or labor and materials, for which disclosure is required, the category of work that the subcontractor will be performing, and the dollar value of the subcontract. Enter "**NONE**" if the value of the project bid is less than \$100,000 or there are no subcontractors that need to be disclosed. ATTACH ADDITIONAL SHEETS IF NECESSARY.

	SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

The above listed first-tier subcontractor(s) are providing labor, or labor and material, with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, but at least \$15,000. [If the Dollar Value is less than \$15,000 do not list the subcontractor above.] or
- b) \$350,000 regardless of the percentage of the total Contract Price.

Form Submitted By (Bidder): \_\_\_\_\_

Bidder Signature: \_\_\_\_\_ Phone # \_\_\_\_\_





**EMPLOYEE DRUG TESTING PROGRAM CERTIFICATION**  
***(for Standard Public Improvement Contracts)***

**TO:** City of Silverton, a Municipal Corporation in the State of Oregon

**PROJECT NAME:** 2024 CIPP Project

In accordance with ORS 279C.505(2), as a Bidder on the above-named public improvement project, does hereby certify to the City that the Bidder has an employee drug testing program in place in accordance with Oregon Law at the time of submitting its Bid, and that such employee drug testing program will be maintained in accordance with Oregon Law throughout the duration of the Contract, including any extensions.

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**CERTIFICATION OF NON-DISCRIMINATION**  
***(for Standard Public Improvement Contracts)***

**TO:** City of Silverton, a Municipal Corporation in the State of Oregon

**PROJECT NAME:** 2024 CIPP Project

In accordance with ORS 279A.110(4) and OAR 137-049-0440(3), as a Bidder on the above- named public improvement project, does hereby certify that the Bidder has not discriminated and will not discriminate, in violation of ORS 279A.110(1), against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service- disabled veteran owns or an emerging small business in obtaining or awarding of Subcontracts for this project.

\_\_\_\_\_  
*Name of Contractor*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

**CONTRACTOR PROJECT REFERENCES**

This form must be submitted with the bid. 3 references for similar completed projects shall be provided by the Contractor. Please provide the name of the project, overall contract value, description of work completed, along with contact information for the project's owner.

**Project #1:** \_\_\_\_\_ **Contract Amount:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**Project #2:** \_\_\_\_\_ **Contract Amount:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

**Project #3:** \_\_\_\_\_ **Contract Amount:** \_\_\_\_\_

Project Description: \_\_\_\_\_

\_\_\_\_\_

Owner: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Form Submitted By (Bidder): \_\_\_\_\_

Bidder Signature: \_\_\_\_\_ Phone # \_\_\_\_\_

**SECTION 4 - BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Name of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Name of Surety)

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and

jointly and severally held and bound unto \_\_\_\_\_  
(Name of Obligee)

as Obligee, hereinafter called the Oblige, in the sum of \_\_\_\_\_ Dollars  
(Written Value)

(\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bid ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of July 2024.

Principal: \_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



## SECTION 5 - AGREEMENT

### 2024 CIPP Project

This Agreement is entered into by and between the City of Silverton, hereinafter referred to as the "City", and \_\_\_\_\_ hereinafter called the "Contractor", to provide the services described in the Invitation to Bid for the **2024 CIPP Project, SILVERTON, OREGON**, which by this reference is hereby made part of this Agreement. The following provisions shall comprise this Agreement:

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is a CIPP (Cured-in-Place Pipe) lining project on selected sanitary sewer mains. The project consists of lining approximately 280 feet of 12" main, 3,980 feet of 8" mains that are concrete or clay, and 905 feet of an 6". The project also includes reinstating service to laterals using the lined mains and point repairs if needed. Contractor will coordinate with City staff on construction timing to minimize disruptions to services and traffic.

#### 5.1 CONTRACT TIMES:

The Work will be substantially completed on or before **April 15, 2025**, and completed and ready for final payment on or before **May 1, 2025**.

The anticipated issuance date of the Notice to Proceed is the 10<sup>th</sup> of July 2024.

#### 5.2 LIQUIDATED DAMAGES

Contractor and Owner recognize that time is of the essence and that the Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in 5.1 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

- **Substantial Completion:** Contractor shall pay Owner \$200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 5.1 above for Substantial Completion until the Work is substantially complete.
- **Completion of Remaining Work:** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such time until the Work is completed and ready for final payment.

Liquidated damages for failing to timely attain Substantial Completion and final completion are not cumulative and will not be imposed concurrently.

### **5.3 COMPENSATION:**

The City agrees to compensate the Contractor on a fee-for-services basis as outlined in these Documents. This agreement covers the period listed above. Work shall be performed in accordance with an approved schedule provided to the City by the Contractor as part of this document. Invoices submitted for payment in connection with this agreement shall be properly documented and shall indicate pertinent City contract and/or purchase order numbers. All invoices shall be consistent with the bid amount accepted by the City and shall reflect any savings or reductions provided for in the bid amount. The City will retain **5%** from progress payments. The retainage will be released with the final payment after the project has been accepted as complete by the City. The compensation authorized under this contract is found under subsection 5.11 Contract Price.

The Contractor is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1. The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.
2. This contract is not intended to entitle the Contractor to any benefits generally granted to City employees. Without limitation but by way of illustration, the benefits which are not intended to be extended by this contract to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
3. The Contractor is a sole proprietor or a partner or is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this contract. If the Contractor has the assistance of other persons in the performance of this contract, the Contractor shall qualify and remain qualified for the term of this contract as an insured employer under ORS 656.017 and ORS 656.407.

The Contractor, if an individual, certifies that he or she is not a program, City, or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Public Employees Retirement System.

#### **5.4 SERVICES TO BE PROVIDED:**

The Contractor shall provide all materials and services required for the Project; as set forth in the Contract Documents, and the documents it references.

#### **5.5 CONTRACTOR OBLIGATIONS**

This contract is expressly subject to all applicable State contracting laws and further, is expressly subject to the constitutional and charter debt limitation, and incorporates by reference all provisions required by applicable ORS 279A and ORS 279C and Oregon Administrative Rule Divisions 47 and 49 (i.e., OAR 137-049-0200(c)(A) through and including OAR 137-049-0200(c)(V) (2006). The contract is contingent upon funds being appropriated, therefore.

1. The Contractor shall comply fully with all statutory requirements for payment of prevailing wage rates on public works projects. The hourly rate of wage to be paid workers on this project shall not be less than the prevailing wage for an hour's work in the same trade or occupation in the locality of the project. This requirement shall apply to all workers employed on the project by the prime contractor, subcontractors, or other persons doing, or contracting to do the whole or any part of the work required for the project. The existing prevailing rates of wages as established by the Commissioner of the Bureau of Labor and Industries pursuant to ORS 279.359 are hereby incorporated into these Specifications. A reference to the Prevailing Wage Rates is attached to this Contract in **Section 7**. When a contractor or subcontractor is a party to a statewide collective bargaining agreement in effect with any labor organization, the rate of wages provided for in such agreement shall be considered to be the prevailing rate of wage to be paid to the workers on this project.
2. The Contractor shall indemnify, save harmless and defend the City, its officers, councilors, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees and agents.
3. The Contractor shall comply with all applicable federal and state civil rights and rehabilitation statutes, rules, and regulations. The Contractor shall maintain valid all required licenses and certificates required by law.
4. If the Contractor fails to pay for labor and services, the City can pay for them and withhold those amounts from payment to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)

5. The Contractor must pay daily, weekly and holiday overtime as required. ORS 279C.520; OAR 839-025-0020(2)(b)
6. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from workers' wages. ORS 279C.530; OAR 839-025-0020(2)(d)
7. The Contractor must submit a Public Work Contract Fee form (WH-39) and pay a prevailing wage rate fee to BOLI. ORS 279C-830 (2); OAR 839-025-0020(2)(e)
8. The Contractor must pay the workers not less than the applicable state or federal prevailing wage rate, whichever is higher. ORS 279C3830 (1)(c); OAR 839-025- 0020(3)
9. The Contractor must have a public works bond filed with the Construction Contractors Board before commencement of any work on the project. ORS 279C.830(3)(a)
10. The Contractor shall include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before commencing any work on the project. ORS 279C.830(3)(b).

The Contractor warrants all installed materials or systems to be free from design, material or construction defects and the systems shall perform to the City's satisfaction for two years from the date the City accepts the work. The Contractor warrants that the renovation work shall be performed consistent with professional standards found to be prevalent in the State of Oregon.

#### **5.6 INSURANCE COVERAGES:**

Required Insurance Coverages are found in **Section 8** of these documents.

#### **5.7 SUBCONTRACTS:**

The Contractor shall be responsible to the City for the actions of persons and firms performing subcontract work.



## **5.8 TERMINATION OF CONTRACT:**

The City may terminate the whole or any part of this contract in any one of the following circumstances.

1. The City may terminate this Agreement if sufficient funds are not appropriated for the completion of this project.
2. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified (to be determined) herein or any extension thereof; or
3. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
4. In the event the City terminates this contract in whole, or in part, the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the City for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
5. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor(s). Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
6. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
7. As used in paragraph (5) of this clause, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**5.9 PERFORMANCE AND PAYMENT BOND**

The Contractor will be required to file with the City Performance and Labor and Material Payment bonds in the full amount of the contract price at the time of execution of the contract. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City and shall be authorized to do business in the State of Oregon. The Attorney-in-Fact (Resident Agent) who executes this performance and payment bond in behalf of the surety company must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond, which it covers. AIA forms may be used for the Performance and Labor and Material Payment bonds.

**5.10 WARRANTY BOND**

At the completion of the project and prior to received final acceptance by the City, the Contractor shall provide the City with a Warranty Bond in the amount of 15% of the contract amount, which covers any defects in either materials or workmanship, for a period of two years from the date of acceptance. AIA forms will be used for the Warranty Bond.

**5.11 CONTRACT PRICE:**

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

**BASE BID SCHEDULE – 2024 CIPP Project, PN24-1097**

	<b>ITEM</b>	<b>QNTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1.	Mobilization	1	LS	\$	\$
2.	Temporary Traffic Control	1	LS	\$	\$
3.	Cleaning and Video Inspection	5,165	LF	\$	\$
4.	12" CIPP Lining	280	LF	\$	\$
5.	8" CIPP Lining	3,980	LF	\$	\$
6.	6" CIPP Lining	905	LF	\$	\$
7.	Spot Repair, each 5' pipe section	5	EA	\$	\$
8.	Bypass Pumping	1	LS	\$	\$
9.	Reinstate Services	110	EA	\$	\$
	<b>BASE BID TOTAL</b>				<b>\$</b>

**5.12 PAYMENT PROCEDURES:**

Comply with Section 00195 of the Standard Specifications.

**5.13 INTEREST:**

All amounts not paid when due shall be subject to terms listed on invoice.

**5.14 TERMINATIONS AND AMENDMENTS:**

This contract and any amendments thereto will not be effective until approved in writing by the City of Silverton.

This contract supersedes and cancels any prior contracts between the parties hereto for similar services.

In the event of litigation arising out of or relating to this Agreement, the prevailing party in such suit or action shall be entitled to recover its reasonable attorney fees as may be awarded by the court in which such suit or action is tried, heard or decided, and on any appeal therefrom.

**5.15 SIGNATURES:**

By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

**CONTRACTOR**

**CITY OF SILVERTON**

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Cory Misley, City Manager

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone/Fax Number

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
CCB Number

## **SECTION 6 PERFORMANCE AND PAYMENT BONDS**



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

As PRINCIPAL, and \_\_\_\_\_

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto

the OBLIGEE herein, in the sum of \_\_\_\_\_  
\_\_\_\_\_ (dollars) (\$)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, \_\_\_\_\_  
(Contractor)

the PRINCIPAL herein, on the \_\_\_\_\_ day of July, 2024 entered into a contract with the OBLIGEE which contract documents consist of the "Invitation to Bid"; the "Instructions to Bidders", the "Bid Proposal, Schedule of Prices and Subcontractor Form", the "Bid Bond", the "Performance Bond and the Payment Bond", the "Certificate of Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", " the Plans, Drawings and Exhibits", and the "Agreement Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to do all labor, furnish all plant and equipment, and furnish all material, in accordance with all the terms and conditions set forth in said contract documents; and to save harmless the OBLIGEE from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said contract documents; and to do and perform all things in said contract documents required, in the time and manner under the terms and conditions therein set forth; and in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall commencing with the date hereof and continuing for one year after the complete performance of the contract and the final acceptance of the work in the contract, save harmless the OBLIGEEES, its officers and agents, from all claims therefore, or from any claim for damages or injury to property or persons arising by reason of said work; and shall, in the time and manner, and under the terms and conditions prescribed, well and faithfully do, perform, and furnish all matters and things as by them in said contract undertaken, and as by law, state and national, prescribed, then this obligation shall be void; but otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

**(a)** The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**(b)** The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall well and truly perform all matters and things by him undertaken to be performed under said contract upon the terms proposed therein and shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical and hospital care or other needed care and attention incidental to sickness or injury to the employees of such PRINCIPAL, pursuant to the laws of this state and any contract entered into pursuant thereto or collected or deducted from the wages of said employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services, and shall do all things required of said PRINCIPAL by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in \_\_\_\_\_  
\_\_\_\_\_, this \_\_\_\_\_ day of July, 2024.

**BIDDER**

**SURETY**

\_\_\_\_\_(Seal)  
Bidder's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions", with all corrections, interlineations, signatures, etc., completed reproduced therein.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

As PRINCIPAL, and \_\_\_\_\_

a corporation, duly authorized to do a general surety business in Oregon, as SURETY, and jointly and severally held and bound unto

the OBLIGEE herein, in the sum of \_\_\_\_\_  
\_\_\_\_\_ (dollars) (\$)

for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents:

THE CONDITION OF THIS BOND IS SUCH THAT

WHEREAS, \_\_\_\_\_  
(Contractor)

the PRINCIPAL herein, on the \_\_\_\_\_ day of July, 2024 entered into a contract with the OBLIGEE which contract documents consist of the "Invitation to Bid";, the "Instructions to Bidders", the "Bid Proposal, Schedule of Prices and Subcontractor Form", the "Bid Bond", the "Performance Bond and the Payment Bond", the "Certificate of Insurance", the "Prevailing Wage Rates for Public Contracts in Oregon" the "Standard Specifications and Special Provisions", " the Plans, Drawings and Exhibits", and the "Agreement Form" all as hereto attached and made a part hereof, whereby said PRINCIPAL undertakes to promptly make payment for all labor, services, material, and sums due the workmen's compensation board or equivalent, the collector of internal revenue, the unemployment compensation trust fund, and the treasurer of the State of Oregon in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if said PRINCIPAL herein shall promptly pay all persons furnishing labor, services and material, and sums due for workmen's compensation insurance or equivalent, social security and unemployment compensation, sums due to the Department of Revenue, to him and to his subcontractor, or to their assigns, on or about said work then this obligation shall be void; but otherwise it shall remain in full force and effect.



PROVIDED, HOWEVER, that this bond is subject to the following conditions:

**(a)** All material men, and all persons who shall supply such laborers, mechanics, or subcontractors with material, supplies or provisions for carrying on such work, shall have a direct right of action against the PRINCIPAL and SURETY on this bond, second only to the right of the OBLIGEE under this bond, which right of action shall be asserted in proceedings instituted in the appropriate court of the State of Oregon, and insofar as permitted by the laws of Oregon, such right of action shall be asserted 'in a proceeding instituted in the name of the OBLIGEE to the use and benefit of the person, firm, or corporation instituting such action and of all other persons, firms, or corporations having claims hereunder, and any other person, firm or corporation having a claim hereunder shall have the right to be made a party to such proceeding (but not later than one year after the complete performance of said contract and final acceptance of the work in the contract) and to have such claim adjudicated in such action and judgment rendered thereon.

**(b)** The said SURETY for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

**(c)** The PRINCIPAL herein shall faithfully and truly observe and comply with the terms of the contract and shall promptly make payments to all persons supplying labor or material for any prosecution of the work provided for in such contract and shall not permit any lien or claim to be filed or prosecution against the OBLIGEEES, on account of any labor or material furnished, and shall promptly pay all contributions or amount due the workmen's compensation board or equivalent and all contributions or amounts due the state employment compensation trust fund incurred in the performance of said contract, and shall also pay all sums of money withheld from the employees and payable to the state tax commission pursuant to ORS 316.711, and shall do all things required of said PRINCIPAL by the laws of this state.

This bond is given and received under the authority of ORS Chapter 279, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this bond to be executed in \_\_\_\_\_  
\_\_\_\_\_, this \_\_\_\_\_ day of July, 2024.

**BIDDER**

**SURETY**

\_\_\_\_\_(Seal)  
Bidder's Name and Corporate Seal

\_\_\_\_\_(Seal)  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

The attorney-in-fact who executes this bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

To each executed original of this bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions", with all corrections, interlineations, signatures, etc., completed reproduced therein.

## SECTION 7 PREVAILING WAGE RATES (BOLI)

### 2024 CIPP Project

# **PREVAILING WAGES**

This Public Works Project is subject to the applicable prevailing wage rates. If a contractor fails to pay for labor and services, the City can withhold these amounts from payments due the contractor.

The latest Prevailing Wages applicable to this project can found electronically at:  
[www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx](http://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx).

## SECTION 8 SPECIAL PROVISIONS

This project uses the ODOT/APWA Oregon Standard Specifications for Construction (OSSC) 2021 project manual. In the event any discrepancies are found regarding procurement instructions and/or requirements given in Sections 1 through 6 of this bidding package and Part 00100 General Conditions of the OSSC 2021, Sections 1 through 6 of this bidding package shall govern.

Modifications from the OSSC 2021 project manual are listed in these special provisions. If there are no modifications listed then the Contractor will comply with the section as written in the OSSC 2021 Project Manual.

### SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications modified as follows:

**00170.70 Insurance** – Add the following information on required insurance limits:

- Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate
- Excess/Umbrella Coverage - \$4,000,000
- Automobile Liability - \$1,000,000 combined single limit

### SECTION 00195 - PAYMENT

Comply with Section 00195 of the Standard Specifications modified as follows:

**00195.12(d) Steel Materials Pay Item Selection** - Add the following paragraph to the end of this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program.

### SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

**00221.06 Traffic Control Plan** – Replace the first paragraph with the following:

The Contractor is required to provide a TCP to the Agency for review and approval per 00221.06 (b) Contractor Modified Traffic Control Plan prior to the beginning of construction. Contractor needs to maintain access for residents and businesses during lining. Oak, Water, and 1<sup>st</sup> Streets are ODOT highways and require an ODOT access permit to work in these areas. A copy of the ODOT access permit must be provided by the Contractor to the City before any work on those streets can begin.



## SECTION 9 - CIPP LINING SPECIFICATIONS

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. Furnish all labor, tools, equipment, materials, and incidentals to CCTV, clean, and rehabilitate existing pipelines and conduits by trenchless means and methods.
- B. Approved Cured-in-place pipe (CIPP) liner methods include:
  - 1. Glass Reinforced thermosetting Plastic (GRP) cured-in-place pipe (CIPP) liner cured using ultraviolet (UV) cure methods (basis of design).
  - 2. Installation of a resin-impregnated flexible tube, which is formed to the original conduit by use a hydrostatic head or air pressure, cured using either hot water under hydrostatic pressure or steam within the tube.
- C. When completed and cured, the CIPP shall extend from end-to-end of the section being lined and provide a structurally sound, smooth, continuous, jointless, seamless, tight fitting, and watertight pipe-within-a-pipe as specified herein.
- D. The CIPP liner shall be designed to carry the full internal pressure without consideration of the structural ability of the existing pipe.
- E. The purpose of the pipe rehabilitation work is to restore and protect the interior pipe structure and surface and to seal faults in the pipeline or conduit to prevent root intrusion, infiltration/exfiltration, corrosive attack, etc.
- F. The Contractor shall CCTV, cleanup, restore existing surface conditions and structures and repair any trenchless pipe rehabilitation system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to the Owner, traffic, pedestrians, businesses, and property owners or tenants.
- G. The Contractor shall coordinate a temporary shutdown of the affected pipelines for the duration of the trenchless pipeline rehabilitation Work including but not limited to installation, wet out, cure, and testing work. The temporary shutdown will be limited to no more than 1 working day for each section of pipe repaired.
- H. Only proven products with substantial successful long term track records will be approved.
- I. The City has not performed a CCTV video inspection of the existing pipelines.

#### 1.2 REFERENCES

- A. The following standards are included in this specification by reference:
  - 1. ASTM C581 – Standard Practice for Determining Chemical Resistance of

Thermosetting Resins Used in Glass Fiber Reinforced Structures Intended for Liquid Service

2. ASTM D543 – Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents
3. ASTM D578 – Standard Specifications for Glass Fiber Strands
4. ASTM D638 – Standard Test Method for Tensile Properties of Plastics
5. ASTM D790 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
6. ASTM D792 – Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement
7. ASTM D883 – Standard Terminology Relating to Plastics
8. ASTM D903 – Standard Test Method for Peel or Stripping Strength of Adhesive Bonds
9. ASTM D1600 – Terminology for Abbreviated Terms Relating to Plastics
10. ASTM D2990 – Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
11. ASTM D5813 - Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems
12. ASTM F1216 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
13. ASTM F1743 – Rehabilitation of Pipelines by Pulled-In-Place Installation Of A Cured-In-Place Thermosetting Resin Pipe
14. ASTM F2019 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Resin Pipe (CIPP) using UV-Light Curing Method.
15. ASTM D5034 – Standard Test Method for Breaking Strength and Elongation of Textile Fabrics (Grab Test).
16. ASTM D790 Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.

B. In the case of conflicting requirements between this specification and these referenced documents, this specification shall govern.

### 1.3 SUBMITTALS

- A. Submit the following items prior to installation:
1. Installation Experience:
    - a. For a Product to be considered Commercially Proven, the Product shall have been installed over at least the previous five (5) years, with a total installed amount in sewer collection systems in the U.S. documented to the satisfaction of the Owner to assure commercial viability.
    - b. For a Contractor to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least five (5) years active experience in the commercial installation of the product bid. The Contractor's foreman/superintendent shall have sufficient experience as a foreman/superintendent for a trenchless pipeline rehabilitation crew installing actual product included with this bid/project. Such experience shall include the actual product, by trade name, Contractor proposes to install. Acceptable documentation of these installations must be submitted to the Owner.
    - c. For CIPP: For a product and installer to be Commercially Proven, the installer must own and operate a legally permitted permanent facility to impregnate the CIPP tubes. To ensure the Owner all installed products will meet the minimum product quality control standards set forth by the manufacturer, all CIPP liners shall be impregnated by the approved product's licensed installer that is performing the work. No pre-impregnated CIPP products will be accepted from a third-party vendor without written pre-approval from the owner. Provide a copy of applicable permits for this facility.
  2. Resumes of the superintendents, foremen, and applicable lead personnel for the CIPP crews that will be used on this project. These must demonstrate competency and experience to perform the Work as defined in the Contract Documents.
  3. Provide installers who:
    - a. Are licensed and certified by the manufacturer of the trenchless pipe rehabilitation product system to be used on the Project.
    - b. Have at least five (5) years of active experience in the installation of the curing method proposed by the Contractor. Contractor must be able to complete work according to proposed curing methods ASTM F2019 (for UV curing) or ASTM F1743 or ASTM F1216 (for steam or hot water curing) in sewer pipelines.
  4. Letters of qualification by the trenchless rehabilitation system supplier (i.e., liner manufacturer(s), the resin supplier(s), certifying the suitability of their products for use in the trenchless pipeline rehabilitation process, stating the history of successful application of these trenchless pipeline rehabilitation products, and

stating that these products have been supplied to and successfully used by the installation contractor. Product manufacturer experience shall not be utilized in lieu of actual installer experience. Installer experience refers to the actual Contactor intending to do the work, with no exceptions.

5. Products submitted for approval must provide Third Party Test Results supporting the long-term performance and/or structural strength of the product and such data shall be satisfactory to the Owner. No product will be approved without independent third-party testing verification.
6. If the Contractor proposes a substitution liner thickness differing than the minimums specified herein, engineering design calculations shall be prepared by and certified by a Registered Professional Engineer licensed in the State of Oregon. Liner design calculations shall conform to the minimum requirements contained in this Section.
7. Submit the following product and installation information:
  - a. Description of all equipment, tools, and materials to be used during the rehabilitation. The Contractor shall outline the mitigation procedure to be implemented in the event of key equipment failure during the installation process.
  - b. Contractor's description of the proposed rehabilitation lining methodology.
  - c. Contractor's description of the proposed procedures for removal of any existing blockages in the pipelines that may be encountered during the cleaning process (e.g., protruding service taps, pipe failures, roots, etc.).
  - d. Material Test reports.
  - e. Material Safety Data Sheets (MSDS) for the liner, resin, catalyst, cleaners, and repair agents, if used.
  - f. Manufacturers' shipping, storage, and handling recommendations for:
    - 1) Fabric Tubes.
    - 2) Resin.
  - g. Certified Test Results from three cured field installations within the previous 12-month period for the resin and fabric tubes proposed for use on this project that show the materials conform to the Contract Documents. Tests shall include, but not necessarily be limited to, physical properties of cured liner, chemical resistance, flexural strength, short- and long-term modulus of elasticity.
  - h. Installation and Cure Schedule: For each diameter and thickness of CIPP liner to be installed, submit an installation and cure schedule identifying



the period of time that the sewer will be out of service to affected customers, including the following minimum work items:

- 1) Liner installation
- 2) Total cure time

i. The Manufacturer's narrative for cure procedure and curing equipment description. Curing equipment configuration as recommended by the liner manufacturer.

8. CCTV and PACP inspection reports/logs of the entire length of the host pipeline prior for review by the City after initial cleaning and prior to CIPP installation. Prior to installation City and Contractor will agree on any repairs that are needed.

B. Submit the following items at the time of installation or within 24 hours thereafter.

1. A certified copy of the wetout sheet (batch ticket) for each liner delivered to the site and installed, including quality control forms and inspection sheets for each liner.

2. Certified copies of all cure logs submitted each week with the CIPP field samples. Certified copies of all cure logs shall be submitted for each installation to the Owner's representative weekly.

3. All preliminary post-installation television inspection logs and records (PACP coded). At the request of the Owner's representative, the Contractor shall provide preliminary copies of the post-installation videos for review on a weekly basis.

C. Submit the following items prior to Substantial Completion.

1. Two copies of pre- and post-installation video inspections and logs for Owner's records and Engineer's use.

2. Copies of all quality control forms, and quality records used at each step throughout the fabrication, wet-out, and installation process.

#### 1.4 WARRANTY

A. The Contractor shall provide to the Owner an unconditional warranty for the product and installation under this Section against failure.

B. "Unconditionally warrant" means that the warranty covers all failures, regardless of the source or cause of the failure, including, without limitation, whether the source or cause is or may be related to workmanship, inspection, or choice of materials.

C. Owner or Engineer inspection of any portion of the Work during the Contract and during the product installation, Owner or Engineer acceptance of the Work, corrections under the warranty, or expiration of the warranty shall not relieve the obligations under this warranty.

- D. Warranty Period – The warranty period shall be for 1 year from Owner or Engineer acceptance of the Work covered by this Section.
- E. Failure – For the purposes of the warranty, failure is defined as one or more of the following:
1. Tears or gouges.
  2. Leakage of water through the liner.
  3. Wrinkles, fins, or other discontinuities that, in the opinion of the Owner or the Engineer, are a structural deficiency in the liner. The Owner will review video of liner and work with the Contractor to mitigate and wrinkles, fins, or other discontinuities in the liner that are deemed a concern by the Owner.
  4. Holes, blisters, dimples, lifts, or dry spots.
  5. Separation of the liner from the host pipe.
  6. Delamination of CIPP layers.
- F. Remedy - Upon notification by the Owner or Engineer of a failure as defined above, provide the following remedy at no additional cost to the Owner:
1. Liner repair plan and written timeline of when the work will be completed within 10 Days of the Owner's written notification of failure.
  2. One of the following, as approved:
    - a. Install a second liner,
    - b. Remove the failed liner and install a full-thickness liner,
    - c. Construct a full pipe replacement, or
    - d. Install a liner repair.
  3. Complete one of the approved remedies within 60 Calendar Days of the Owner's written notification of failure.
  4. Use materials and procedures meeting the Contract Documents.
  5. Coordinate timing of repair Work with the Engineer.

## PART 2 – PRODUCTS

### 2.1 CIPP MATERIALS

#### A. Fabric Tube

1. CIPP UV Cured – The tube material shall meet the requirements of ASTM F2019, in addition to the specifications set forth herein. Standard felt or felt composite

lining material and systems are not acceptable. Furnish tubing that consists of at least two separate tubes made of corrosion resistant (E-CR or equivalent) glass fibers according to ASTM D578 and ASTM F2019 which when UV light cured are completely chemically resistant to and will withstand internal exposure to sewage temperatures up to 100 F. The fiberglass liner shall have a second UV blocking outer layer applied during manufacturing. The tube material shall include an impermeable inner and outer foil layer to contain resin migration and contamination. The inner foil should release easily from the inside wall for removal after completion of installation or remain if fabricated as a permanent part of the system and an integral part of the fabric tube by bonding or fusing to the fabric tube.

2. CIPP Water or Steam Cured – The tube material shall meet the requirements of ASTM F1216 or ASTM F1743, Section 5, reinforcing fibers may be included, in addition to the specifications set forth herein. Furnish tubing that consists of one or more layers non-woven felt fabric which when water or steam cured are completely chemically resistant to and will withstand internal exposure to raw water and temperatures up to 100 F.
3. The liner shall be constructed to withstand pulling and installation pressures as required by the manufacturer's recommendations and bridge missing pipe wall segments or other defects and stretch to fit irregular pipe sections.
4. Liners shall be cured-in-place to cure resin composite into a hard, impermeable, and structurally sound pipe. When cured, the new material shall extend over the entire length of the insertion in a continuous, tight-fitting, watertight pipe within a pipe.
5. The fabric tube shall be manufactured to a size that when installed will tightly fit the internal circumference, meeting ASTM D 5813, 6.3.1 standards or better, and the length of the original pipe. Allowances shall be made for circumferential stretching during installation. The Contractor shall verify the lengths and diameters in the field before fabricating the tube. Contractor shall consider the host pipe condition and potential for additional wall loss due to cleaning.
6. The fabric tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. The outside layer of the tube shall be translucent plastic coated with flexible material that clearly allows inspection of the resin impregnation or wetout procedure. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the fabric tube and the activated resin containing a colorant.
7. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated tube material and dry or resin lean areas.

8. The outside of the tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the manufacturers name or identifying symbol.
9. Seams in the fabric tube shall be equal to or greater in strength than the un-seamed tube.
10. The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process, unless otherwise specified.
11. Prior to installation, the liner shall be free of all tears, holes, cuts, foreign materials, and other defects.
12. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

B. Resin – UV Cure

1. Resin shall be an epoxy resin capable of curing in the presence of UV light, meeting the requirements of ASTM F2019, Section 5.4. Supplier shall provide a certificate that the product meets the appropriate certification. The mix ratio of resin to catalyst shall be as recommended by the manufacturer. The resin must have a delayed curing agent system after having been mixed into the resin be capable of remaining in a refrigerated state without hardening for over 36 hours.
2. The resin shall be corrosion, shrinkage and abrasion resistant UV cured epoxy resin that when properly cured within the tube composite meets the requirements of ASTM F2019, the physical properties herein, and those to be utilized in the design of the CIPP for this project. The resin shall produce CIPP that will comply with the structural and chemical resistance requirements of this Section.
3. The acceptable resin shall have been tested according to ASTM D2990, D5813, and F1216 by accredited third party testing facilities. Submit results of these tests to the Owner.
4. Capable of curing in the presence and absence of water.
5. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of all voids in the tube material with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe. The amount of resin used shall exceed the calculated value by five to ten percent (5%-10%). Resin in excess of the calculated value shall be uniformly distributed throughout the length of the liner. The volume of resin required to meet the conditions listed above, shall be calculated for the diameter,



thickness and targeted additional allowance of each diameter and thickness of CIPP liner per unit length, typically, per foot, and submitted to the Owner/Engineer for review.

6. Completely impregnate (“wet out”) the liner with resin in the manufacture’s plant under quality-controlled conditions. Attach certification (provided by the manufacturer), according to ASTM F2019, to the impregnated fabric tube. No onsite or mobile resin impregnation is allowed.

C. Resin – Water or Steam Cure

1. The resin system when properly cured within the tube composite shall be corrosion, shrinkage, and abrasion resistant, meet the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.
2. The acceptable resin shall have been tested according to ASTM D2990, D5813, and F1216 by accredited third party testing facilities. Submit results of these tests to the Owner.
3. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of all voids in the tube material with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe. The amount of resin used shall exceed the calculated value by five to ten percent (5%-10%). Resin in excess of the calculated value shall be uniformly distributed throughout the length of the liner. The volume of resin required to meet the conditions listed above, shall be calculated for the diameter, thickness and targeted additional allowance of each diameter and thickness of CIPP liner per unit length, typically, per foot, and submitted to the Owner/Engineer for review.
4. Completely impregnate (“wet out”) the liner with resin in the manufacture’s plant under quality-controlled conditions. Attach certification (provided by the manufacturer), according to ASTM F2019, to the impregnated fabric tube. No onsite or mobile resin impregnation is allowed.

D. CIPP Structural Requirements

1. The design flexural modulus shall be de-rated from the laboratory values published by the resin supplier by an amount that reflects the Contractor's confidence in their field sampling method and that considers field conditions that are less ideal than the laboratory environment. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by its Company. Such testing results are to be used to determine the long-term time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM Standard. A

percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, shall be verified by this testing. Retention values exceeding 50 percent of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

2. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly, or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
3. The design shall be based on the following physical properties parameters, unless otherwise specified by the Owner:

**Table 1: CIPP Minimum Design Parameters**

<b>Property</b>	
Diameter	8 and 12 inches
Pipe Design Condition	Fully Deteriorated
Minimum service life	Greater than 50 years
Internal Operating Pressure	15 Psi
Maximum Soil Depth (above top of pipe)	10 feet
Groundwater Depth (above invert)	3' below surface.
Live Load	H-20 Highway
Soil Load	125 lb/cu. Ft.
Retention Factor	50%
Ovality	2% minimum, or actual if $\geq$ 2%
Modules of passive soil reaction	1,000 psi
Enhancement Factor, k	7.0
Long Term Flexural	--
Strength	4,500 psi or 50% of initial (ASTM D790), whichever is greater

<b>Property</b>	
Modulus of Elasticity	250,000 psi or 50% of initial (ASTM D790), whichever is greater
Factor of safety	2.0
Poisson's ratio	0.3

4. In no case shall the nominal liner thickness be less than 6 mm. The nominal liner wall thickness shall be constructed to the nearest 0.5 mm increment.

E. CIPP Physical Requirements

1. The minimum physical properties for UV Cured CIPP are as follows:

**Table 2: UV CIPP Minimum Physical Properties**

Property	Test Method	Cured Composite Per ASTM F1216
Flexural Modulus of Elasticity	ASTM D790 (short term)	1,000,000 psi
Flexural Modulus of Elasticity	ASTM D790 (long term)	250,000 psi
Flexural Strength	ASTM D790	4,500 psi
Tensile Strength	ASTM D638	20,000 psi

2. Chemical resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples tested shall be of the fabric tube and resin proposed for use on this project. It is required that CIPP samples with or without plastic coating meet these chemical testing requirements.

3. Hydraulic Capacity - The hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

F. End Sealing

1. Each end of the CIPP shall be sealed to provide a watertight seal between the original pipe and the CIPP liner. Sealing materials shall be compatible with the original pipe material and shall be suitable for application to moist surfaces.

**PART 3 - WORKMANSHIP**

**3.1 EXCAVATION**

A. Backfill and restore all excavations to existing or better conditions, as directed by the Owner.

**3.2 DELIVERY AND STORAGE**

A. Deliver and store all product materials according to the manufacturer’s recommendations and accompanied by the material safety data sheets.

B. Store and transport the impregnated CIPP liner according to ASTM F2019, Section 6.4 and the manufacturer’s recommendations.

- C. Use tubing material that is homogenous throughout, free from tears, holes, cracks, foreign materials, and other surface defects

### 3.3 SEWER LINE PREPARATION

- A. It shall be the responsibility of the Contractor to locate and designate all access points open and accessible for the work according to the drawings. If a street must be closed to traffic, the Contractor shall institute the actions necessary to do this for the mutually agreed time period. The Contractor is also responsible for obtaining access to water hydrants for cleaning, inversion and other work items requiring water.
- B. Cleaning of sewer lines - The Contractor shall remove all internal debris from the sewer line that will interfere with the proposed trenchless pipeline rehabilitation system. Care shall be exercised during cleaning to preserve the existing sewer pipe while still thoroughly removing internal corrosion, debris, and other obstructions in the pipe and the pipe flushed clean. The Contractor is responsible for disposing of all debris removed from the sewer line during the cleaning operation. If any hazardous or toxic materials are encountered during this project, the Contractor is responsible for the removal and disposal of the materials.
- C. Contractor shall perform PACP video inspections of the pipelines. Inspections shall be completed prior to pipe line cleaning, after cleaning and removal of line obstructions, and after installation of the proposed trenchless pipeline rehabilitation system. Only experienced, PACP-certified personnel trained in locating breaks, obstacles, and service connections by closed circuit television shall perform the inspection. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the proposed trenchless pipeline rehabilitation system, such as protruding service taps, collapsed or crushed pipe, and significant reductions in the cross-sectional area. If additional conditions are noted that affect installation, Contractor shall notify the Engineer in writing requesting clarification on how to proceed. A video record and suitable PACP log shall be kept and submitted to the Owner and Engineer. At a minimum, include the following in PACP video inspection logs:
  - 1. Inner and outer diameter of host pipe
  - 2. Host pipe material
  - 3. Reductions in cross sections caused by incrustations and obstacles protruding into the cross section (sagging weld seams, roots, tuberculation, protruding flanges, screws, pins, plugs, fittings, or sacrificial anodes).
  - 4. Sudden changes in cross section (steps)
  - 5. Direction changes (bends)
- D. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions or stationary obstacles (casting defects, sagging weld seam roots, tuberculation, protruding flanges, screws, pins, plugs, fittings, or sacrificial anodes, etc.) protruding from the host pipe wall prior to installation of the proposed trenchless pipeline rehabilitation system.
  - 1. Line obstructions must be removed by removing the pipe section containing the obstacle or by using a milling robot equipped with diamond tools. Weld seams



have to be machined until they are perfectly uniform and flat all the way around.

2. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation of the proposed trenchless pipeline rehabilitation system that cannot be removed by cleaning or milling robotic trenchless equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner prior to the commencement of the work and shall be paid as a "Spot Repair". A standard Spot Repair will be repair of a 5 feet section of the pipe. If the repair is longer than 5 feet additional "Spot Repair" items will be paid per units of 5 feet of pipe.

### 3.4 LINER INSTALLATION - GENERAL

- A. Verify the liner condition with the Engineer prior to installation. If any part of the liner material becomes torn, cut, or damaged before or during insertion, repair or replace the liner at no additional cost to the Owner before proceeding further.
- B. If installation of liner should fail for any reason and the liner removed from pipe reach, the liner shall not be reused for rehabilitation of original or other pipe reach.
- C. Care shall be taken not to damage the host pipe. Appropriate sleeves and rollers shall be used to protect the liner in addition with an installation of a sliding foil.

### 3.5 CIPP LINERS

- A. The CIPP liner shall be installed and cured in the host pipe per the manufacturer's instructions, following the methods indicated in the materials submitted under this specification. CIPP installation shall be in accordance with ASTM F2019, ASTM F1216, or ASTM F1743, except as modified herein.
- B. Before the installation begins, the tube manufacturer shall determine the minimum pressure required to hold the tube tight against the existing conduit, and the maximum allowable pressure so as not to damage the tube. Once the installation has started, the pressure shall be maintained between the minimum and maximum pressures until the installation has been completed.
- C. Provide temporary downstream dams or filtration measures in the pipeline to catch excess resin and construction debris.
- D. Tube installation forces or pressures shall be limited so as not to stretch the tube longitudinally by more than 5% of the original length.
- E. The existing conduit shall be dewatered and free of incoming sewage. If water is present, alternative measures shall be taken to minimize contact of the water with the inverting tube.
- F. Tube Insertion – The wet-out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized, and care should

be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled- in or inverted through an approved access point and fully extend to the termination point. The pulling speed shall not exceed 15 ft/min. Care shall be exercised not to damage the tube during the pulling phase. Do not exceed the manufacturer's recommendations for pulling forces (tension) and speed.

G. All lubricants used to reduce friction shall be a nontoxic product that has no detrimental effects on the tube or boiler and pump system, will not support the growth of bacteria, and will not adversely affect the fluid to be transported.

H. Liner Inflation: The Liner shall be inflated with air with sufficient pressure to hold the Liner tight to the host pipe wall and prevent wrinkles as recommended by the manufacturer.

I. Water or Steam Cure:

Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.

J. CURING

1. During the curing process use the same pressure head to prevent water infiltration from entering the pipeline. Maintain the pressure head long enough to allow pockets of water to exfiltrate through the host pipe and prevent lifts in the liner and resin washout.

2. UV Cured

a. Curing shall be accomplished by utilizing ultraviolet curing lamps operating in a sufficient frequency range to insure the curing of the resin in accordance with the manufacturer's recommended cure schedule and ASTM F2019. A camera must be located on the ultraviolet light assembly to enable the video inspection of the Liner and to ensure that the liner has been properly inflated, and any liner problems can be identified before curing begins.

b. Operate the ultraviolet curing lamps in a sufficient frequency range to ensure the curing of the resin.

c. Submit a documented field log recording of time, rate of travel of the ultraviolet light assembly, and internal temperatures and pressures during the curing process to the Engineer. Include CCTV video recording of each lining segment.

3. Water or Steam Cured – Curing shall be accomplished by utilizing either hot water under hydrostatic pressure or steam in accordance with the manufacturer's recommended cure schedule.

### 3.6 FINISH

A. The finished lining shall be continuous over the entire length of an installation run and be

free from visual defects such as foreign inclusions, dry spots, pinholes, and de-lamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe.

- B. Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense. Contractor shall propose a repair method for approval by the Owner and Engineer.

### 3.7 INSPECTION AND TESTING

#### A. Post-Installation PACP Television Inspection

1. The Contractor shall perform a post-installation PACP television inspection of the installed replacement pipe.
2. All post-installation television inspection logs and records shall be submitted to the Engineer for final approval. Any additional work to repair damaged CIPP shall be conducted by the Contractor at no additional cost to the Owner.

- B. Any defects in the liners which will affect the integrity or strength of the liners, in the opinion of the Engineer, shall be repaired by the Contractor at no expense to the Owner in a manner satisfactory to the Engineer.

### 3.8 CLEAN-UP

- A. Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

### 3.9 REPAIRS

- A. Before making repairs, provide the proposed trenchless pipe rehabilitation system manufacturer's recommendations for repairs, subject to Engineer's approval. Repair or replace trenchless pipe rehabilitation system at no additional cost to the Owner per the manufacturer's recommendations that have:

1. Wrinkles, fins, or other discontinuities that, in the opinion of the Owner or the Engineer, are a structural deficiency in the liner. The Owner will review video of liner and work with the Contractor to mitigate and wrinkles, fins, or other discontinuities in the liner that are deemed a concern by the Owner.
2. Holes, blisters, dimples, lifts, or dry spots present.
3. Tears or gouges.
4. Leakage of water through the liner according to ASTM F2019 Section 7.3.
5. Separation of the liner from the host pipe.
6. Delamination of CIPP layers.
7. Design thickness is less than 90 percent of submitted value as determined by ASTM F2019.

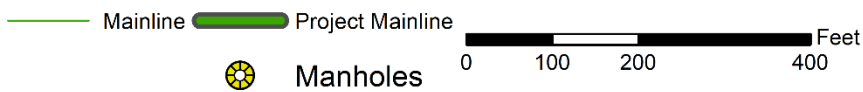
## SECTION 10 CIPP LOCATIONS MAP

This section contains an aerial map of the sanitary sewer mains that will be lined as a part of this project.

City of Silverton



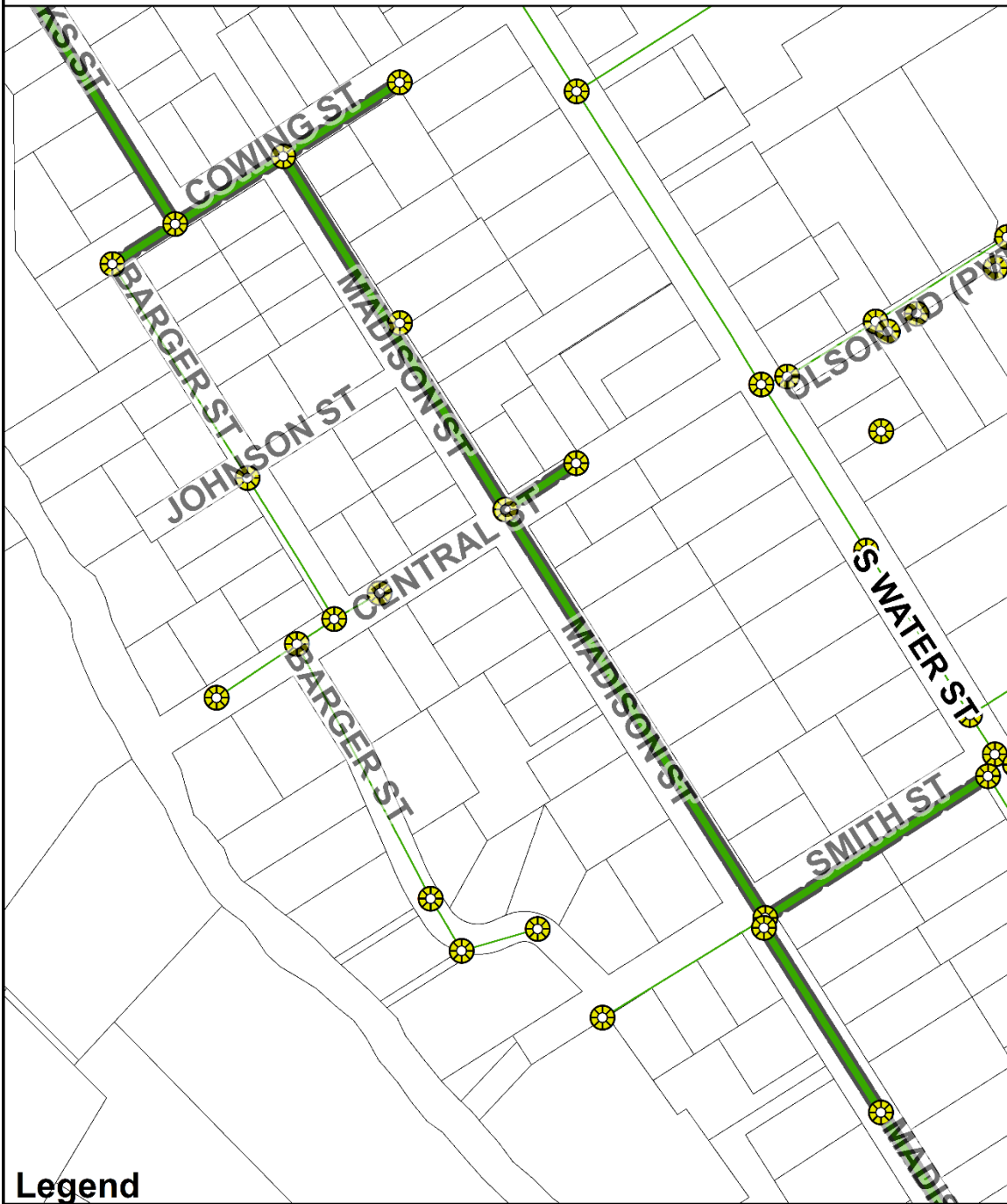
Legend



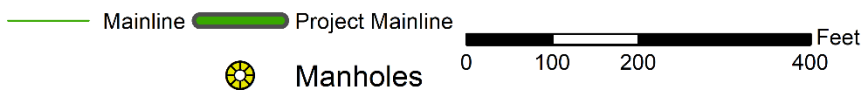
Disclaimer:  
This map was published by the City of Silverton Community Development Department as a general planning tool. Due to the differing quality of source data, the Department cannot accept responsibility for errors or omissions, and therefore, there are no warranties which accompany this material.



# City of Silverton

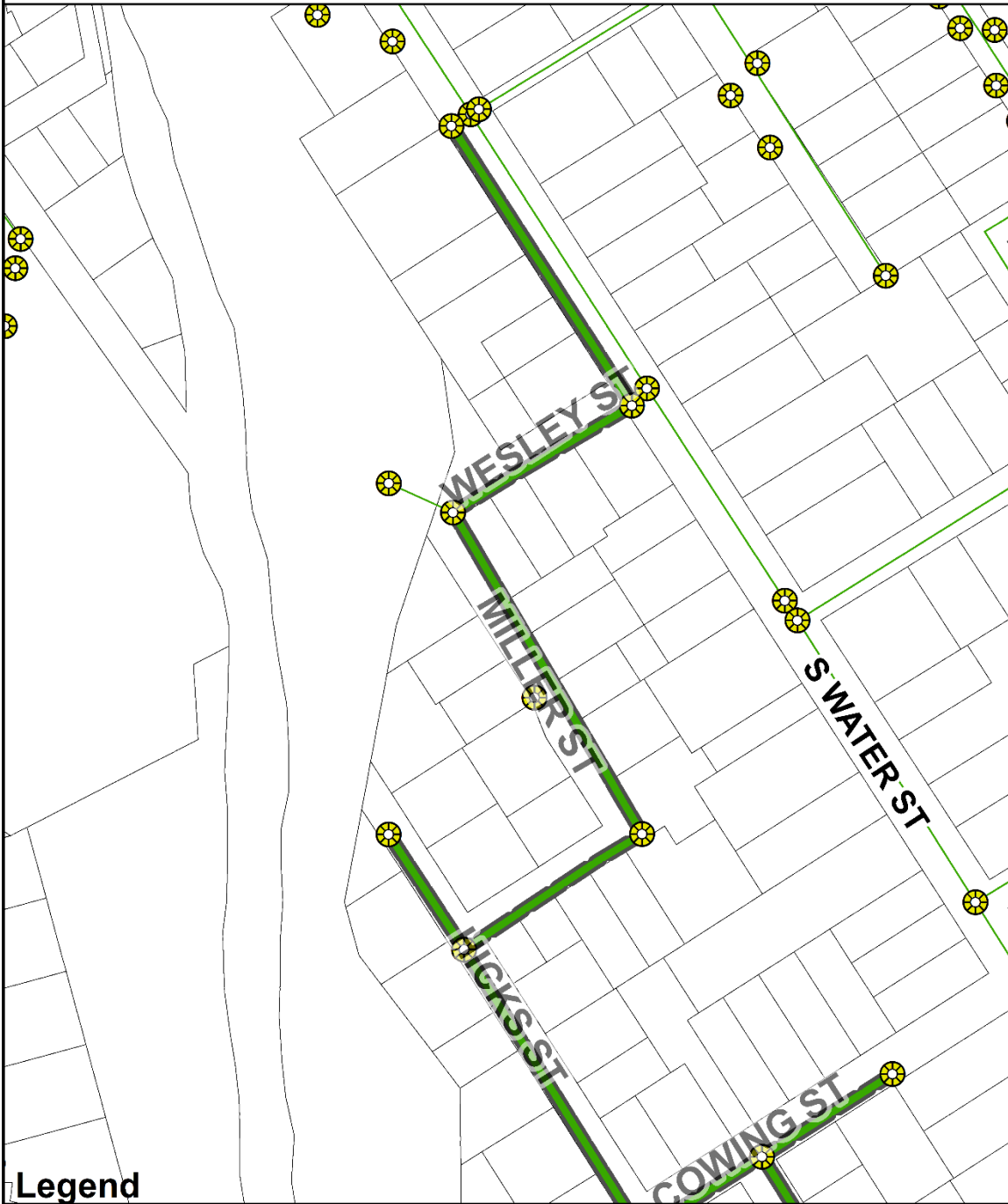


## Legend




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City of Silverton



**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.3	Authorize City Manager to Approve Chemical Purchase of Semi-Annual Magnesium Hydroxide for Wastewater Treatment Plant (WWTP) from Inland Environmental Resources for \$130,752
	<b>Agenda Type:</b>	
	Consent	
<b>Meeting Date:</b>		
	July 1, 2024	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Brad Jensen	Travis Sperle	Kathleen Zaragoza

Recommendation:

Motion to authorize the City Manager to approve chemical purchase for WWTP from Inland Environmental Resources in the amount of \$130,752.

Background:

At an average rate of 150-250 gallons per day, the wastewater treatment process will use 55,000 to 95,000 gallons of magnesium hydroxide per year to maintain environmental alkalinity for microorganisms in the treatment process and final effluent pH level for discharge permit compliance. Competitive bids were obtained from chemical suppliers for the delivery of magnesium hydroxide for the 2024-2025 Fiscal Year.

Budget Impact	Fiscal Year	Funding Source
\$130,752	2024-2025	Sewer Fund 030-030-62525

Attachments:

1. Bid Tabulation for the 2024-2025 Semi-Annual Chemicals (including quotes)

Bid Tabulation for 24/25 Chemical RFQ

Vendor Name	NorthStar Chem	Cascade	Univar	Inland
Alum/ per wet lb	\$0.1510	\$0.1400	\$0.1580	N/A
Caustic/ per wet lb	\$0.1270	\$0.1300	\$0.1088	N/A
Flouride/ per 50# bag	NO BID	\$119.0600	\$99.5000	N/A
Salt/per 50# bag	NO BID	\$14.7500	\$24.5000	N/A
Sodium Bicarb/per 50# bag	NO BID	\$24.0000	\$25.5000	N/A
Calcium Chloride/50# bag	NO BID	\$25.0000	\$36.5000	N/A
Magnesium Hydroxide/per wet lb	NO BID	\$0.3050	N/A	\$0.2270
Sodium Hypochlorite/ 15 gal tote	NO BID	\$69.9000	\$73.5000	N/A
Muriatic Acid/15 gal tote	NO BID	\$91.8300	N/A	N/A



City of Silverton  
Public Works Department  
306 S. Water Street  
Silverton, OR 97381  
www.silverton.or.us

## REQUEST FOR WRITTEN QUOTES 2024 SEMI ANNUAL WATER QUALITY CHEMICALS

**Background:** The City of Silverton owns and operates the Water Treatment Plant the Wastewater Treatment Plant and the municipal pool. A variety of treatment chemicals are used on a daily basis for process considerations. The City is interested in obtaining quotations for the supply and delivery of various water and wastewater treatment chemicals.

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Water Treatment Plant      121 Ames Street      Silverton OR 97381  
Wastewater Treatment Plant      400 Schemmel Lane      Silverton OR 97381

**Scope of Work:** Supply and delivery of various chemicals including:

- Aluminum Sulfate 48% NSF Grade (ALUM)
- Sodium Hydroxide 25% Solution (Caustic Soda)
- Sodium Silicofluoride (Fluoride)
- Magnesium Hydroxide
- Water Softener Salt
- Sodium Bicarbonate
- Calcium Chloride
- Sodium Hypochlorite
- Muriatic Acid

**Quotes Due:** June 19, 2024 by 5:00pm

**Questions Regarding Chemicals:** Brad Jensen, Water Quality Supervisor  
503-873-5439  
bjensen@silverton.or.us

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                 Attn: Brad Jensen  
                 400 Schemmel Lane  
                 Silverton, OR 97381

By Email:      bjensen@silverton.or.us



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**CITY OF SILVERTON, OREGON  
COST AND FEES QUOTE FORM  
WATER QUALITY CHEMICALS JULY 1, 2024- DECEMBER 31<sup>st</sup> 2024**

**DELIVERED PRICES MUST INCLUDE ALL FUEL AND FREIGHT CHARGES  
All chemical totals are estimates and will be based on use and demand**

**ITEM**

**CHEMICAL**

W-1

**Aluminum Sulfate 48% NSF Grade (ALUM)**

48,000 lb truck load 3 x per year

Unit Price per Wet Pound

\$.158

W-2

**Sodium Hydroxide – 25% Solution (Caustic Soda)**

48000 lb 3 x per year

Unit Price per Wet Pound

\$.1088

W-3

**Sodium Silicofluoride (Fluoride) 50# bags**

1 pallet of 50 bags 4 x per year

Unit Price per Bag

\$1.99

W-4

**Water Softener Salt 50# bags**

1 pallet of 50 bags 24 x per year

Unit Price per Bag

\$24.50

P-1

**Sodium Bicarbonate 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag

\$25.50- USP & Kosher

P-2

**Calcium Chloride 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag

\$36.50-Kosher & Food certified

WW-1

**Magnesium Hydroxide slurry**

40,000 lb Truck Load 12 x per year

Unit Price per Wet Pound

N/A

P-3

**Sodium Hypochlorite** 15 gallon totes

1 pallet of 9 totes 9 x per year

Unit Price per tote

\$73.50

P-4

**Muriatic Acid** 15 gallon totes


1 pallet of 9 totes 5 x per year

Unit Price per tote

N/A

**If Chemical is not available from your company, please enter N/A in price column.**

**Bidder Company and Contact Information**

Company Name	Univar Solutions USA LLC.
Signature of Authorized Agent	
Printed Name and Title	Jennifer M. Perras, Sr. Municipal Bid Specialist
Billing Address	Muni-8201 S 212 <sup>th</sup> St. Remit-62190 Collections Center Drive
City, State Zip	Muni-Kent, WA 98032 Remit- Chicago, IL 60693-0621
Contact Email Address	<a href="mailto:Jennifer.perras@univarsolutions.com">Jennifer.perras@univarsolutions.com</a> <a href="mailto:Muniteam-west@univarsolutions.com">Muniteam-west@univarsolutions.com</a>
Phone Number	Muni-253-872-5040 Customer Service- 503-222-6260
Date	6/11/2024



City of Silverton  
Public Works Department  
306 S. Water Street  
Silverton, OR 97381  
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## REQUEST FOR WRITTEN QUOTES 2024 SEMI ANNUAL WATER QUALITY CHEMICALS

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- Water Softener Salt
- Sodium Bicarbonate
- Calcium Chloride
- Sodium Hypochlorite
- Muriatic Acid

**Quotes Due:** June 19, 2024 by 5:00pm

**Questions Regarding Chemicals:** Brad Jensen, Water Quality Supervisor  
503-873-5439  
bjensen@silverton.or.us

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COST AND FEES QUOTE FORM  
WATER QUALITY CHEMICALS JULY 1, 2024- DECEMBER 31<sup>st</sup> 2024**

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All chemical totals are estimates and will be based on use and demand**

**ITEM  
CHEMICAL**

W-1

**Aluminum Sulfate 48% NSF Grade (ALUM)**

48,000 lb truck load 3 x per year

Unit Price per Wet Pound \_\_\_\_\_

W-2

**Sodium Hydroxide – 25% Solution (Caustic Soda)**

48000 lb 3 x per year

Unit Price per Wet Pound \_\_\_\_\_

W-3

**Sodium Silicofluoride (Fluoride) 50# bags**

1 pallet of 50 bags 4 x per year

Unit Price per Bag \_\_\_\_\_

W-4

**Water Softener Salt 50# bags**

1 pallet of 50 bags 24 x per year

Unit Price per Bag \_\_\_\_\_

P-1

**Sodium Bicarbonate 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag \_\_\_\_\_

P-2

**Calcium Chloride 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag \_\_\_\_\_

WW-1

**Magnesium Hydroxide slurry**

40,000 lb Truck Load 12 x per year

Unit Price per Wet Pound

\$0.227/lb 60% Mg(OH)<sub>2</sub>

P-3

**Sodium Hypochlorite** 15 gallon totes

1 pallet of 9 totes 9 x per year

Unit Price per tote \_\_\_\_\_

P-4

**Muriatic Acid** 15 gallon totes

1 pallet of 9 totes 5 x per year

Unit Price per tote \_\_\_\_\_

**If Chemical is not available from your company, please enter N/A in price column.**

**Bidder Company and Contact Information**

Company Name	Inland Environmental Resources
Signature of Authorized Agent	
Printed Name and Title	<del>John Van Wingerden</del> - Regional Manager
Billing Address	1717 S. Rustle St, Suite 104
City, State Zip	WA
Contact Email Address	jvanwingerden@inlande.com
Phone Number	509-439-9626
Date	6-7-2024



City of Silverton  
Public Works Department  
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**ITEM  
CHEMICAL**

W-1

**Aluminum Sulfate 48% NSF Grade (ALUM)**

48,000 lb truck load 3 x per year

Unit Price per Wet Pound \$.14/lbs.\_\_\_\_

W-2

**Sodium Hydroxide – 25% Solution (Caustic Soda)**

48000 lb 3 x per year

Unit Price per Wet Pound \$.13/lbs.\_\_\_\_\_

W-3

**Sodium Silicofluoride (Fluoride) 50# bags (CCD has 55.12# bags)**

1 pallet of 50 bags 4 x per year

Unit Price per Bag \$119.06/bag (\$2.16/lbs.)\_

W-4

**Water Softener Salt 50# bags**

1 pallet of 50 bags 24 x per year

Unit Price per Bag \$14.75/ bag (\$.295/ lbs.)\_

P-1

**Sodium Bicarbonate 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag \$24.00/ bag (\$.48/ lbs.)\_

P-2

**Calcium Chloride 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag \$25.00/ bag (\$.50/ lbs.)\_

WW-1

**Magnesium Hydroxide slurry**

40,000 lb Truck Load 12 x per year

Unit Price per Wet Pound \$.305/ lbs.\_\_\_\_\_



P-3

**Sodium Hypochlorite** 15 gallon totes

1 pallet of 9 totes 9 x per year

Unit Price per tote

\$69.90/ CB (\$4.66/ gal.)

P-4

**Muriatic Acid** 15 gallon totes

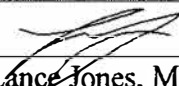
1 pallet of 9 totes 5 x per year

Unit Price per tote

\$91.83/ CB (\$.63/ lbs.)

**If Chemical is not available from your company, please enter N/A in price column.**

**Bidder Company and Contact Information**

Company Name	Newco Inc. dba Cascade Columbia Distribution Co.
Signature of Authorized Agent	
Printed Name and Title	Lance Jones, Municipal Contracts Manager
Billing Address	6900 Fox Ave. S.
City, State Zip	Seattle, WA 98108
Contact Email Address	lancej@cascapecolumbia.com
Phone Number	(206) 282-6334
Date	6/10/2024



**City of Silverton**  
Public Works Department  
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All chemical totals are estimates and will be based on use and demand**

**ITEM**

**CHEMICAL**

W-1

**Aluminum Sulfate 48% NSF Grade (ALUM)**

48,000 lb truck load 3 x per year

Unit Price per Wet Pound

\$0.1510/wet lb

W-2

**Sodium Hydroxide – 25% Solution (Caustic Soda)**

48000 lb 3 x per year

Unit Price per Wet Pound

\$0.1270/wet lb

W-3

**Sodium Silicofluoride (Fluoride) 50# bags**

1 pallet of 50 bags 4 x per year

Unit Price per Bag

No Bid

W-4

**Water Softener Salt 50# bags**

1 pallet of 50 bags 24 x per year

Unit Price per Bag

No Bid

P-1

**Sodium Bicarbonate 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag

No Bid

P-2

**Calcium Chloride 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag

No Bid

WW-1

**Magnesium Hydroxide slurry**

40,000 lb Truck Load 12 x per year

Unit Price per Wet Pound

No Bid

P-3

**Sodium Hypochlorite** 15 gallon totes  
1 pallet of 9 totes 9 x per year  
Unit Price per tote

No Bid

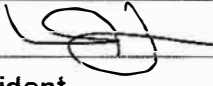
P-4

**Muriatic Acid** 15 gallon totes  
1 pallet of 9 totes 5 x per year  
Unit Price per tote


No Bid

**If Chemical is not available from your company, please enter N/A in price column.**

**Bidder Company and Contact Information**

Company Name	Northstar Chemical, Inc
Signature of Authorized Agent	Matt Werger 
Printed Name and Title	Executive Vice President
Billing Address	1333 S. Mayflower Ave, Suite 300
City, State Zip	Monrovia, CA 91016
Contact Email Address	bidsnw@northstarchemical.com
Phone Number	503-625-3770
Date	5/24/2024



	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.4	Authorize Sole Source Purchase of Neptune Radio-Read Water Meters and Supplies from Core & Main in an amount not to exceed \$70,000.
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
	July 1, 2023	
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Jacob Rush	Travis Sperle	Kathleen Zaragoza

Recommendation:

Authorize the City Manager to approve the sole source purchase of Neptune radio-read water meters and related supplies from Core & Main in an amount not to exceed \$70,000.

Background:

New construction and failing meter replacements continue to be an ongoing expense of the Water Meter Program. Due to software compatibility requirements, Neptune brand water meters and replacement parts are the only brand which can be used with the existing system. This qualifies the purchase as a brand name specification per Oregon Administrative Rule (OAR) 125-247-0275(1)(a).

Staff budgeted \$80,000 in the water meter program (040-045-61051) to purchase water meters, and parts during the fiscal year of 2024-2025. An estimated \$70,000 of the budgeted amount will be allocated to the purchase of Neptune water meters and supplies from Core & Main.

Budget Impact	Fiscal Year	Funding Source
\$70,000	2024-2025	Water Fund 040-045-61051

Attachments:

1. Bid Proposal
2. Sole Source Letter to City of Silverton Oregon



# Bid Proposal for Silverton 2024 Meter Quote

CUSTOMER

**CITY OF SILVERTON**

830 MCCLAIN ST  
SILVERTON, OR 97381  
Contact: Jacob Rush  
(T) (503) 873-6359  
jrush@silverton.or.us

**Job**

Silverton 2024 Meter Quote  
Silverton , OR  
Bid Date: 06/19/2024  
Bid #: 3606159

CONTACT

**Sales Representative**

Joey Davidson  
(M) 865-617-7727  
(T) 503-620-9123  
(F) 503-684-7213  
Joe.Davidson@coreandmain.com

**Core & Main**

6720 McEwan Rd  
Lake Oswego, OR 97035  
(T) 5036209123

NOTES



Bid Proposal for Silverton 2024 Meter Quote

**CITY OF SILVERTON**  
**Job Location:** Silverton , OR  
**Bid Date:** 06/19/2024  
**Core & Main** 3606159

**Core & Main**  
 6720 McEwan Rd  
 Lake Oswego, OR 97035  
**Phone:** 5036209123  
**Fax:** 5036847213

Seq#	Qty	Description	Units	Price	Ext Price
10		<b>T10 METERS</b>			
20	1	ED2A11RWF3 5/8 T-10 R900I MTR CUFT W/SNUB ANTENNA CI BOTTOM	EA	326.00	326.00
		ED2A11RWF3			
30	1	T10 3/4 ECODER R900I PIT CF CI BTM ED2C11RWF3	EA	400.00	400.00
40	1	NEPTUNE 1" R900I ENCODER PIT NO LEAD ED2F11RWF3	EA	495.00	495.00
50	1	T10 1-1/2" CF E-CODER W/R900I NEPTUNE METER, WITH INTEGRATED	EA	878.00	878.00
		R900, FLG X FLG. NO LEAD ED2H11RWF3			
60	1	T10 2" CF E-CODER W/R900I NEPTUNE METER WITH INTEGRATED	EA	1,081.00	1,081.00
		R900, FLG X FLG. NO LEAD ED2J11RWF3			
70		<b>PRICING SUBJECT TO CHANGE</b>			
80		<b>WITH POSSIBLE PRICE INCREASE</b>			
90		<b>AFTER 30 DAYS</b>			
				<b>SUBTOTAL</b>	<b>3,180.00</b>
				<b>Sub Total</b>	<b>3,180.00</b>
				<b>Tax</b>	0.00
				<b>Total</b>	<b>3,180.00</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

April 30<sup>th</sup>, 2024

Jacob Rush  
City of Silverton  
306 S Water Street  
Silverton, OR 97381

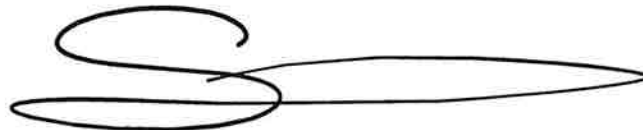
**Ref.: Core & Main – Sole Authorized Distributor – State of Oregon**

Neptune Technology Group Inc. is pleased to affirm that Core & Main, is the sole authorized distributor in the State of Oregon for Neptune RF meter reading equipment and software, Neptune water meters and Neptune parts.

Core & Main is authorized by Neptune to submit an offer for Neptune water meters and related products.


Thank you for your interest in Neptune products. If you have any questions, please contact your local Core & Main representative, Zach Wilson at 971-294-0973, or your local Neptune representative, Scott McCormick at 541-243-2188.

Sincerely,



Scott McCormick  
Territory Manager

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.5	Authorize the City Manager to Approve Purchase of a new Ford F150 4X4 with Northside Ford in the amount of \$51,378.01.
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
July 1, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Brad Jensen	Travis Sperle	Kathleen Zaragoza

Recommendation:

Motion to authorize the City Manager to approve the purchase of a new Ford F150 4X4 with Northside Ford in the amount of \$51,378.01.

Background:

The new Ford F150 will replace V330 which is a 1994 Ford ¾ ton vehicle, has had numerous break downs and has lived well beyond the useful life. The new Ford F150 4x4 with lift gate attached will provide operations staff with the ability to safely load and haul chemical totes to the pool and other tasks around the city. The replacement vehicle purchase will be through the State of Oregon contract.

The purchase of the vehicle was included in the budget and funds have been accumulated in the Vehicle Replacement Fund to fund the replacement of this vehicle.

Budget Impact	Fiscal Year	Funding Source
\$51,378.01	2024-2025	Fleet Replacement Fund 600-600-81078

Attachments:

1. Northside Trucks Quote



**Prepared for: Brad Jensen**

City of Silverton

Prepared by: SHARON TUCKER

06/22/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)**

Price Level: 415 | Quote ID: Slv24X1L

**As Configured Vehicle**

Code	Description	MSRP	Invoice
<b>Base Vehicle</b>			
X1L	Base Vehicle Price (X1L)	\$44,980.00	\$42,956.00
<b>Packages</b>			
101A	<b>Equipment Group 101A</b> <b>Standard</b> <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic <i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i> - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Steel - Radio: AM/FM SiriusXM w/360L <i>Includes 6 speakers and auxiliary audio input jack.</i> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&amp;T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.</i>	N/C	N/C
<b>Powertrain</b>			
998	<b>Engine: 3.5L V6 EcoBoost</b> <i>Includes auto start-stop technology.</i>  <i>Includes:</i> - GVWR: 7,050 lbs Payload Package	\$1,660.00	\$1,510.00
44G	<b>Transmission: Electronic 10-Speed Automatic</b> <i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>	Included	Included
XL9	<b>Electronic Locking w/3.55 Axle Ratio</b>	Included	Included
NONGV	<b>GVWR: 7,050 lbs Payload Package</b>	Included	Included
<b>Wheels &amp; Tires</b>			
STDTR	<b>Tires: 265/70R17 BSW A/T</b>	Included	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Brad Jensen**

City of Silverton

Prepared by: SHARON TUCKER

06/22/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)**

Price Level: 415 | Quote ID: Slv24X1L

**As Configured Vehicle (cont'd)**

Code	Description	MSRP	Invoice
64C	Wheels: 17" Silver Steel	Included	Included
<b>Seats &amp; Seat Trim</b>			
A	Vinyl 40/20/40 Front Seat	N/C	N/C
<b>Other Options</b>			
145WB	145" Wheelbase	STD	STD
PAINT	Monotone Paint Application	STD	STD
STDRD	Radio: AM/FM SiriusXM w/360L <i>Includes 6 speakers and auxiliary audio input jack.</i>	Included	Included
	<i>Includes:</i> - SYNC 4 w/Enhanced Voice Recognition <i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&amp;T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.</i>		
53T	Tow/Haul Package <i>Includes upgraded rear bumper.</i>	\$785.00	\$715.00
	<i>Includes:</i> - Integrated Trailer Brake Controller - Electronic Locking w/3.55 Axle Ratio		
18B	Black Platform Running Boards	\$250.00	\$228.00
67T	Integrated Trailer Brake Controller	Included	Included
90B	Matte Black Aluminum Crossbed Toolbox Ford accessory. <i>By Weather Guard. (Model # 127-52-03).</i>	\$950.00	\$865.00
96W	Tough Bed Spray-In Bedliner	\$595.00	\$542.00

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**Prepared for: Brad Jensen**

City of Silverton

Prepared by: SHARON TUCKER

06/22/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)**

Price Level: 415 | Quote ID: Slv24X1L

**As Configured Vehicle (cont'd)**

Code	Description	MSRP	Invoice
------	-------------	------	---------

Ford accessory.

**Fleet Options**

942	Daytime Running Lamps	\$45.00	\$41.00
	Requires valid FIN code.		
	<i>Non-controllable.</i>		

WARANT	Fleet Customer Powertrain Limited Warranty	N/C	N/C
	Requires valid FIN code.		

*Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*

**Emissions**

425	50 State Emissions System	STD	STD
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**Upfit Options**

E145165	1300 lb Tommy Gate	\$5,953.00	\$5,953.00
	<i>TOMMYGATE G2-60-1342 TP38, 1300 LBS CAPACITY, 55" x 38" + 4" TREADPLATE STEEL PLATFORM            ***ORDER WITH T271 MOUNT KIT***            TOMMYGATE FORD F150 AND SUPERDUTY 014376 REAR CAMERA &amp; SENSOR BAR            ACME 91539, 2" RECEIVER HITCH, CLASS IV 6,000 FORD FACTORY HITCH IS NOT COMPATIBLE WITH LIFTGATE            CURT 55774, 7-WAY &amp; 4-WAY FLAT PLUG            INSTALLATION TAILGATE, FCTORY HITCH, AND REAR BUMPER TO BE REMOVED</i>		

SUBTOTAL		\$55,218.00	\$52,810.00
Destination Charge		\$1,995.00	\$1,995.00
TOTAL		\$57,213.00	\$54,805.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Brad Jensen**

City of Silverton

Prepared by: SHARON TUCKER

06/22/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)**

Price Level: 415 | Quote ID: Slv24X1L

## Pricing Summary - Single Vehicle

	<b>MSRP</b>
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$44,980.00
Options	\$4,285.00
Colors	\$0.00
Upfitting	\$5,953.00
Fleet Discount	\$0.00
Fuel Charge	\$0.00
Destination Charge	\$1,995.00
<b>Subtotal</b>	<b>\$57,213.00</b>

### *Pre-Tax Adjustments*

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
Delivery	Delivery per contract \$2.50 per mile after 60.	\$0.00
Govt Disc	Government discount	-\$6,503.68
1656	As per state contract #1656	\$0.00
<b>Subtotal</b>		<b>\$50,709.32</b>

### *Sales Taxes*

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
CAT	Corporate Activity Tax	\$202.84
<i>Estimated CAT tax (gross receipts tax) in effect 1/1/20.</i>		
Oregon Tax	Oregon Privilege Tax	\$253.55
<i>Oregon Privilege Tax for all new vehicles and any used vehicles with less than 7500 miles that have not previously been registered in Oregon.</i>		
<b>Subtotal</b>		<b>\$51,165.71</b>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Brad Jensen**

City of Silverton

Prepared by: SHARON TUCKER

06/22/2024



Northside Ford Truck Sales, Inc. | 6221 N E Columbia Blvd. Portland Oregon |

972182995

**2024 F-150 4x4 SuperCab 6.5' box 145" WB XL (X1L)**

Price Level: 415 | Quote ID: Slv24X1L

## Pricing Summary - Single Vehicle

### Post-Tax Adjustments

Code	Description	MSRP
CAT Doc 75	Adjustment for CAT on \$75 Doc fee	\$0.30
<i>CAT tax adjustment for doc fee. Tax is to be collected for document processing fee.</i>		
E-Doc	Doc fee for E-Plates	\$75.00
<i>Doc fee for processing E-Plates</i>		
E-RegPlate	Plate and registration for E-Plates	\$31.00
<i>\$25.50 Plate fee \$5.00 Registration</i>		
Title20-39	Title for vehicles getting 20-39 MPG avg	\$106.00
<b>Subtotal</b>		<b>\$51,378.01</b>
<b>Total</b>		<b>\$51,378.01</b>


Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.6	Authorize the City Manager to approve the purchase of new Lift Station Pumps and Controls from Xylem for \$135,621.
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
July 1, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Brad Jensen	Travis Sperle	Kathleen Zaragoza

Recommendation:

Motion to authorize the City Manager to approve the purchase of new lift station pumps and controls from Xylem for \$135,621.

Background:

The current pumps and controls have outlived their expected lives. The new pumps and VFD controller insure longevity of the aging sewer system. The lift station replacement pumps and controls are for Hobart Road, Monson Road, and the Oregon Gardens Lift Stations.

Budget Impact	Fiscal Year	Funding Source
\$135,621	2024-2025	Sewer Fund 030-030-81003

Attachments:

1. Quote for pumps and controls including Sole Source Letter from Xylem.



May 14th, 2024

Brad Jensen  
City of Silverton  
400 Schemmel Lane  
Silverton, OR 97381

RE: Sole Source for Flygt Equipment

Dear Brad,

Xylem Water Solutions USA, Inc., Flygt Products Portland, is the sole manufacturer and distributor of Flygt equipment including, factory startup services on controls, pumps and mixers for the municipal market in the State of Oregon.

A handwritten signature in black ink, appearing to read "DO", is positioned above the contact information for Dave Olson.

Dave Olson  
Aftermarket Sales  
9625 SW Tualatin-Sherwood Rd.  
Tualatin, OR 97062  
M: 503-789-7330  
F: 503-240-3445  
O: 503-290-2175





**Xylem Water Solutions USA, Inc.  
Flygt Products**

May 14, 2024

CITY OF SILVERTON WSTWTR TRTMN  
400 SCHEMMEL LN  
SILVERTON OR 97381-1075

9625 SW Tualatin Sherwood Road  
Tualatin, Oregon 97062  
Tel (503) 240-1980  
Fax (503) 240-3445

Quote # 2023-POR-0409  
Project Name: Silverton, City of  
Job Name: MONSON

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

**Upgrade**

Qty	Description	Unit Price
2	NX6020.091-4 MT/HC 10/380-480/3/CH FM+ 65' WC FLS	\$ 18,880.00
2	KIT,SLIDING BRACKET DN100 ANSI	\$ 337.00
1	HMI,OPERATOR FOP402 7"	\$ 1,400.00
1	MANAGER,APPLICATION XAM 912+ NEXICON	\$ 930.00
1	BACKPLANE XBP 251 NEXICON	\$ 240.00
1	MODULE,BACKPLANE SUPPLY+ XBS 251 NEXICON	\$ 430.00
1	MODULE,PUMP CONCERTOR FPM 711+ NEXICON	\$ 500.00
1	MODULE,I/O DIGITAL XDC 411+ NEXICON	\$ 355.00
1	SENSOR,LEVEL LTU801 0-5M 12M	\$ 2,473.00
1	SENSOR,ENM-10 0.95-1.1 40'	\$ 533.00
1	SUPPLY,POWER / REPEATER+ TWO CHANNEL	\$ 1,511.00
1	ISOLATOR,PULSE 2 X 2 RELAYS	\$ 828.00
1	KIT,SURGE PROTECTION 460V+ STRIKESORB	\$ 862.00
<b>Total Price</b>		<b>\$ 48,496.00</b>
<b>Freight Charge</b>		<b>\$ 2,124.00</b>
<b>Total Price</b>		<b>\$ 50,620.00</b>

**Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)

See Freight Payment (Delivery Terms) below.

**Taxes:** State, local and other applicable taxes are not included in this quotation.





**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

**Terms of payment:** 100% N30 after invoice date.

**Validity:** This Quote is valid for ninety (90) days.

**Terms of Delivery:** PP/Add Order Position

**Schedule:** Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Dave Olson  
Sales Representative  
Phone: 503-290-2175  
Cell: 503-789-7330  
david.olson2@xylem.com  
Fax: 503-240-3445



**Customer Acceptance**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-POR-0409  
Customer Name: CITY OF SILVERTON WSTWTR TRTMN  
Job Name: MONSON  
Total Amount: \$ 48,496.00  
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____







**Xylem Water Solutions USA, Inc.  
Flygt Products**

May 14, 2024

CITY OF SILVERTON WSTWTR TRTMN  
400 SCHEMMEL LN  
SILVERTON OR 97381-1075

9625 SW Tualatin Sherwood Road  
Tualatin, Oregon 97062  
Tel (503) 240-1980  
Fax (503) 240-3445

Quote # 2023-POR-0408  
Project Name: Silverton, City of  
Job Name: Hobart

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

**Upgrade**

Qty	Description	Unit Price
2	NX-4 MT/HC 5.5/200-240/3/CH+ 65'(S6) FM FLS	\$ 14,983.00
2	KIT,SLIDING BRACKET DN100 ANSI	\$ 337.00
1	HMI,OPERATOR FOP402 7"	\$ 1,400.00
1	MANAGER,APPLICATION XAM 912+ NEXICON	\$ 930.00
1	BACKPLANE XBP 251 NEXICON	\$ 240.00
1	MODULE,BACKPLANE SUPPLY+ XBS 251 NEXICON	\$ 430.00
1	MODULE,PUMP CONCERTOR FPM 711+ NEXICON	\$ 500.00
1	MODULE,I/O DIGITAL XDC 411+ NEXICON	\$ 355.00
1	SENSOR,LEVEL LTU801 0-5M 12M	\$ 2,473.00
1	SENSOR,ENM-10 0.95-1.1 40'	\$ 533.00
1	SUPPLY,POWER / REPEATER+ TWO CHANNEL	\$ 1,511.00
1	ISOLATOR,PULSE 2 X 2 RELAYS	\$ 828.00
1	KIT,SURGE PROTECTION 240V 3PH+ STRIKESORB	\$ 892.00
<b>Total Price</b>		<b>\$ 40,732.00</b>
<b>Freight Charge</b>		<b>\$ 1,784.00</b>
<b>Total Price</b>		<b>\$ 42,516.00</b>

**Terms & Conditions**

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**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.  
**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)  
See Freight Payment (Delivery Terms) below.  
**Taxes:** State, local and other applicable taxes are not included in this quotation.





**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

**Terms of payment:** 100% N30 after invoice date.

**Validity:** This Quote is valid for ninety (90) days.

**Terms of Delivery:** PP/Add Order Position

**Schedule:** Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Dave Olson  
Sales Representative  
Phone: 503-290-2175  
Cell: 503-789-7330  
david.olson2@xylem.com  
Fax: 503-240-3445



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A signed copy of this Quote is acceptable as a binding contract.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-POR-0408  
Customer Name: CITY OF SILVERTON WSTWTR TRTMN  
Job Name: Hobart  
Total Amount: \$ 40,732.00  
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____





**Xylem Water Solutions USA, Inc.  
Flygt Products**

May 14, 2024

CITY OF SILVERTON WSTWTR TRTMN  
400 SCHEMMEL LN  
SILVERTON OR 97381-1075

9625 SW Tualatin Sherwood Road  
Tualatin, Oregon 97062  
Tel (503) 240-1980  
Fax (503) 240-3445

Quote # 2023-POR-0410  
Project Name: Silverton, City of  
Job Name: Garden

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Upgrade		
Qty	Description	Unit Price
2	NX-4 MT/HC 5.5/200-240/3/CH+ 65'(S6) FM FLS	\$ 14,983.00
2	KIT,SLIDING BRACKET DN100 ANSI	\$ 337.00
1	HMI,OPERATOR FOP402 7"	\$ 1,400.00
1	MANAGER,APPLICATION XAM 912+ NEXICON	\$ 930.00
1	BACKPLANE XBP 251 NEXICON	\$ 240.00
1	MODULE,BACKPLANE SUPPLY+ XBS 251 NEXICON	\$ 430.00
1	MODULE,PUMP CONCERTOR FPM 711+ NEXICON	\$ 500.00
1	MODULE,I/O DIGITAL XDC 411+ NEXICON	\$ 355.00
1	SENSOR,LEVEL LTU801 0-5M 12M	\$ 2,473.00
1	SENSOR,ENM-10 0.95-1.1 40'	\$ 533.00
1	SUPPLY,POWER / REPEATER+ TWO CHANNEL	\$ 1,511.00
1	ISOLATOR,PULSE 2 X 2 RELAYS	\$ 828.00
1	KIT,SURGE PROTECTION 460V+ STRIKESORB	\$ 862.00
<b>Total Price</b>		<b>\$ 40,702.00</b>
<b>Freight Charge</b>		<b>\$ 1,783.00</b>
<b>Total Price</b>		<b>\$ 42,485.00</b>

**Terms & Conditions**

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- Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.
- Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)  
See Freight Payment (Delivery Terms) below.
- Taxes:** State, local and other applicable taxes are not included in this quotation.





**Back Charges:**

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**Shortages:**

Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

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**Terms of Delivery:** PP/Add Order Position

**Schedule:** Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Dave Olson  
Sales Representative  
Phone: 503-290-2175  
Cell: 503-789-7330  
david.olson2@xylem.com  
Fax: 503-240-3445





**Customer Acceptance**

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A signed copy of this Quote is acceptable as a binding contract.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-POR-0410  
Customer Name: CITY OF SILVERTON WSTWTR TRTMN  
Job Name: Garden  
Total Amount: \$ 40,702.00  
(excluding freight)

Signature: \_\_\_\_\_ Name: \_\_\_\_\_  
(PLEASE PRINT)  
Company/Utility: \_\_\_\_\_ PO: \_\_\_\_\_  
Address: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_  
\_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_ Fax: \_\_\_\_\_



**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.7	Authorize the City Manager to Approve the Chemical Purchase for Pool and Water Treatment Plant (WTP) from Cascade Columbia
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
July 1, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Brad Jensen	Travis Sperle	Kathleen Zaragoza

Recommendation:

Motion to authorize the City Manager to approve the chemical purchase for Pool and WTP from Cascade Columbia in the amount of \$52,255.

Background:

The City uses multiple chemicals to treat water to stay in compliance with Oregon Drinking Water Program for the Water Treatment Plant and with Marion County Health for the City Pool.

The low bid from Cascade Columbia will provide the required chemicals needed to stay in compliance.

Budget Impact	Fiscal Year	Funding Source
\$52,255	2024-2025	Water Fund 040-040-62525 and Pool Operations Fund 016-210-61047

Attachments:

1. Bid Tabulation for the 2024-2025 Semi-Annual Chemicals (including costs and quotes)

Bid Tabulation for 24/25 Chemical RFQ

Vendor Name	NorthStar Chem	Cascade	Univar	Inland
Alum/ per wet lb	\$0.1510	\$0.1400	\$0.1580	N/A
Caustic/ per wet lb	\$0.1270	\$0.1300	\$0.1088	N/A
Flouride/ per 50# bag	NO BID	\$119.0600	\$99.5000	N/A
Salt/per 50# bag	NO BID	\$14.7500	\$24.5000	N/A
Sodium Bicarb/per 50# bag	NO BID	\$24.0000	\$25.5000	N/A
Calcium Chloride/50# bag	NO BID	\$25.0000	\$36.5000	N/A
Magnesium Hydroxide/per wet lb	NO BID	\$0.3050	N/A	\$0.2270
Sodium Hypochlorite/ 15 gal tote	NO BID	\$69.9000	\$73.5000	N/A
Muriatic Acid/15 gal tote	NO BID	\$91.8300	N/A	N/A



City of Silverton  
Public Works Department  
306 S. Water Street  
Silverton, OR 97381  
www.silverton.or.us

## REQUEST FOR WRITTEN QUOTES 2024 SEMI ANNUAL WATER QUALITY CHEMICALS

**Background:** The City of Silverton owns and operates the Water Treatment Plant the Wastewater Treatment Plant and the municipal pool. A variety of treatment chemicals are used on a daily basis for process considerations. The City is interested in obtaining quotations for the supply and delivery of various water and wastewater treatment chemicals.

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Water Treatment Plant      121 Ames Street      Silverton OR 97381  
Wastewater Treatment Plant 400 Schemmel Lane      Silverton OR 97381

**Scope of Work:** Supply and delivery of various chemicals including:

- Aluminum Sulfate 48% NSF Grade (ALUM)
- Sodium Hydroxide 25% Solution (Caustic Soda)
- Sodium Silicofluoride (Fluoride)
- Magnesium Hydroxide
- Water Softener Salt
- Sodium Bicarbonate
- Calcium Chloride
- Sodium Hypochlorite
- Muriatic Acid

**Quotes Due:** June 19, 2024 by 5:00pm

**Questions Regarding Chemicals:** Brad Jensen, Water Quality Supervisor  
503-873-5439  
bjensen@silverton.or.us

**Submittal Procedures:** Your quote, **utilizing the attached form**, may be submitted by email, mail or hand-carried to the address below:

By Mail:      City of Silverton –WQ Chemicals  
                  Attn: Brad Jensen  
                  400 Schemmel Lane  
                  Silverton, OR 97381

By Email:      bjensen@silverton.or.us

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**CITY OF SILVERTON, OREGON  
COST AND FEES QUOTE FORM  
WATER QUALITY CHEMICALS JULY 1, 2024- DECEMBER 31<sup>st</sup> 2024**

**DELIVERED PRICES MUST INCLUDE ALL FUEL AND FREIGHT CHARGES  
All chemical totals are estimates and will be based on use and demand**

**ITEM  
CHEMICAL**

W-1  
**Aluminum Sulfate 48% NSF Grade (ALUM)**  
48,000 lb truck load 3 x per year  
Unit Price per Wet Pound \$158

W-2  
**Sodium Hydroxide – 25% Solution (Caustic Soda)**  
48000 lb 3 x per year  
Unit Price per Wet Pound \$1.088

W-3  
**Sodium Silicofluoride (Fluoride) 50# bags**  
1 pallet of 50 bags 4 x per year  
Unit Price per Bag \$1.99

W-4  
**Water Softener Salt 50# bags**  
1 pallet of 50 bags 24 x per year  
Unit Price per Bag \$24.50

P-1  
**Sodium Bicarbonate 50# Bags**  
1 pallet of 50 bags 2 x per year  
Unit Price per Bag \$25.50- USP & Kosher

P-2  
**Calcium Chloride 50# Bags**  
1 pallet of 50 bags 2 x per year  
Unit Price per Bag \$36.50-Kosher & Food certified

WW-1  
**Magnesium Hydroxide slurry**  
40,000 lb Truck Load 12 x per year  
Unit Price per Wet Pound N/A

P-3

**Sodium Hypochlorite** 15 gallon totes

1 pallet of 9 totes 9 x per year

Unit Price per tote

\$73.50

P-4

**Muriatic Acid** 15 gallon totes

1 pallet of 9 totes 5 x per year

Unit Price per tote

N/A

**If Chemical is not available from your company, please enter N/A in price column.**

**Bidder Company and Contact Information**

Company Name	Univar Solutions USA LLC.
Signature of Authorized Agent	
Printed Name and Title	Jennifer M. Perras, Sr. Municipal Bid Specialist
Billing Address	Muni-8201 S 212 <sup>th</sup> St. Remit-62190 Collections Center Drive
City, State Zip	Muni-Kent, WA 98032 Remit- Chicago, IL 60693-0621
Contact Email Address	<a href="mailto:Jennifer.perras@univarsolutions.com">Jennifer.perras@univarsolutions.com</a> <a href="mailto:Muniteam-west@univarsolutions.com">Muniteam-west@univarsolutions.com</a>
Phone Number	Muni-253-872-5040 Customer Service- 503-222-6260
Date	6/11/2024



City of Silverton  
Public Works Department  
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- Magnesium Hydroxide
- Water Softener Salt
- Sodium Bicarbonate
- Calcium Chloride
- Sodium Hypochlorite
- Muriatic Acid

**Quotes Due:** June 19, 2024 by 5:00pm

**Questions Regarding Chemicals:** Brad Jensen, Water Quality Supervisor  
503-873-5439  
bjensen@silverton.or.us

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**CITY OF SILVERTON, OREGON  
COST AND FEES QUOTE FORM  
WATER QUALITY CHEMICALS JULY 1, 2024- DECEMBER 31<sup>st</sup> 2024**

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**ITEM  
CHEMICAL**

W-1

**Aluminum Sulfate 48% NSF Grade (ALUM)**  
48,000 lb truck load 3 x per year  
Unit Price per Wet Pound \_\_\_\_\_

W-2

**Sodium Hydroxide – 25% Solution (Caustic Soda)**  
48000 lb 3 x per year  
Unit Price per Wet Pound \_\_\_\_\_

W-3

**Sodium Silicofluoride (Fluoride) 50# bags**  
1 pallet of 50 bags 4 x per year  
Unit Price per Bag \_\_\_\_\_

W-4

**Water Softener Salt 50# bags**  
1 pallet of 50 bags 24 x per year  
Unit Price per Bag \_\_\_\_\_

P-1

**Sodium Bicarbonate 50# Bags**  
1 pallet of 50 bags 2 x per year  
Unit Price per Bag \_\_\_\_\_

P-2

**Calcium Chloride 50# Bags**  
1 pallet of 50 bags 2 x per year  
Unit Price per Bag \_\_\_\_\_

WW-1

**Magnesium Hydroxide slurry**  
40,000 lb Truck Load 12 x per year  
Unit Price per Wet Pound

\$0.227/lb 60% Mg(OH)<sub>2</sub>



P-3

**Sodium Hypochlorite** 15 gallon totes

1 pallet of 9 totes 9 x per year

Unit Price per tote \_\_\_\_\_

P-4

**Muriatic Acid** 15 gallon totes

1 pallet of 9 totes 5 x per year

Unit Price per tote \_\_\_\_\_

**If Chemical is not available from your company, please enter N/A in price column.**

**Bidder Company and Contact Information**

Company Name	Inland Environmental Resources
Signature of Authorized Agent	
Printed Name and Title	John Van Wingerden- Regional Manager
Billing Address	1717 S. Rustle St, Suite 104
City, State Zip	WA
Contact Email Address	jvanwingerden@inlande.com
Phone Number	509-439-9626
Date	6-7-2024



City of Silverton  
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**ITEM  
CHEMICAL**

W-1

**Aluminum Sulfate 48% NSF Grade (ALUM)**

48,000 lb truck load 3 x per year

Unit Price per Wet Pound

\$.14/lbs. \_\_\_\_\_

W-2

**Sodium Hydroxide – 25% Solution (Caustic Soda)**

48000 lb 3 x per year

Unit Price per Wet Pound

\$.13/lbs. \_\_\_\_\_

W-3

**Sodium Silicofluoride (Fluoride) 50# bags (CCD has 55.12# bags)**

1 pallet of 50 bags 4 x per year

Unit Price per Bag

\$119.06/bag (\$2.16/lbs.)\_

W-4

**Water Softener Salt 50# bags**

1 pallet of 50 bags 24 x per year

Unit Price per Bag

\$14.75/ bag (\$.295/ lbs.)\_

P-1

**Sodium Bicarbonate 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag

\$24.00/ bag (\$.48/ lbs.)\_

P-2

**Calcium Chloride 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag

\$25.00/ bag (\$.50/ lbs.)\_

WW-1

**Magnesium Hydroxide slurry**

40,000 lb Truck Load 12 x per year

Unit Price per Wet Pound

\$.305/ lbs. \_\_\_\_\_

P-3

**Sodium Hypochlorite** 15 gallon totes

1 pallet of 9 totes 9 x per year

Unit Price per tote

\$69.90/ CB (\$4.66/ gal.)

P-4

**Muriatic Acid** 15 gallon totes

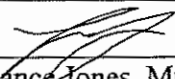
1 pallet of 9 totes 5 x per year

Unit Price per tote

\$91.83/ CB (\$.63/ lbs.)

**If Chemical is not available from your company, please enter N/A in price column.**

**Bidder Company and Contact Information**

Company Name	Newco Inc. dba Cascade Columbia Distribution Co.
Signature of Authorized Agent	
Printed Name and Title	Lance Jones, Municipal Contracts Manager
Billing Address	6900 Fox Ave. S.
City, State Zip	Seattle, WA 98108
Contact Email Address	lancej@cascapecolumbia.com
Phone Number	(206) 282-6334
Date	6/10/2024





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**ITEM**

**CHEMICAL**

W-1

**Aluminum Sulfate 48% NSF Grade (ALUM)**

48,000 lb truck load 3 x per year

Unit Price per Wet Pound

\$0.1510/wet lb

W-2

**Sodium Hydroxide – 25% Solution (Caustic Soda)**

48000 lb 3 x per year

Unit Price per Wet Pound

\$0.1270/wet lb

W-3

**Sodium Silicofluoride (Fluoride) 50# bags**

1 pallet of 50 bags 4 x per year

Unit Price per Bag

No Bid

W-4

**Water Softener Salt 50# bags**

1 pallet of 50 bags 24 x per year

Unit Price per Bag

No Bid

P-1

**Sodium Bicarbonate 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag

No Bid

P-2

**Calcium Chloride 50# Bags**

1 pallet of 50 bags 2 x per year

Unit Price per Bag

No Bid

WW-1

**Magnesium Hydroxide slurry**

40,000 lb Truck Load 12 x per year

Unit Price per Wet Pound

No Bid

P-3

**Sodium Hypochlorite** 15 gallon totes  
1 pallet of 9 totes 9 x per year  
Unit Price per tote

No Bid


P-4

**Muriatic Acid** 15 gallon totes  
1 pallet of 9 totes 5 x per year  
Unit Price per tote

No Bid

**If Chemical is not available from your company, please enter N/A in price column.**

**Bidder Company and Contact Information**

Company Name	Northstar Chemical, Inc
Signature of Authorized Agent	Matt Werger 
Printed Name and Title	Executive Vice President
Billing Address	1333 S. Mayflower Ave, Suite 300
City, State Zip	Monrovia, CA 91016
Contact Email Address	bidsnw@northstarchemical.com
Phone Number	503-625-3770
Date	5/24/2024

**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.8	Authorize the City Manager to approve the purchase of a skid steer from Peterson Cat in the amount of \$171,549.09
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
July 1, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Mike Dahlberg	Travis Sperle	Kathleen Zaragoza

Recommendation:

Authorize the City Manager to approve the purchase of a new skid steer with attachments from Peterson Cat in the amount of \$171,549.09.

Background:

The Maintenance Division identified the need and use for this new piece of equipment that will be essential with infrastructure maintenances and construction. This item was budgeted in the 2024-2025 Budget. This purchase is under Sourcewell contract 020223-CAT.

The cost of the new skid steer is split three ways using Street Fund, Sewer Fund and Water Fund resources.

Budget Impact	Fiscal Year	Funding Source
\$171,549.09	2024-2025	Street Fund – 020-020-85003 Sewer Fund – 030-035-85003 Water Fund – 040-045-85003

Attachments:

1. Peterson Cat Quote
2. Brochure





May 30, 2024

**CITY OF SILVERTON**  
 DEPT OF PUBLIC WORKS  
 SILVERTON Oregon 97381  
 Attention: MICHAEL DAHLBERG

**RE: Quote 227351-01**

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New Caterpillar Model: 299D3XE Compact Construction Equipment

**MACHINE SPECIFICATIONS**

299D3 XE COMPACT TRACK LOADER	597-4544	\$146,790.00
CAB PACKAGE, ULTRA	588-9141	\$2,165.00
DEBRIS MANAGEMENT PKG, (DM1)	629-2275	\$8,986.00
RUBBER BELT, 2 SPD, TF IDLERS	512-3929	\$0.00
TRACK,RUBBER,450MM(17.7 IN)BAR	454-6079	\$955.00
REAR LIGHTS, STOP/TAIL/TURN	546-4834	\$460.00
SEAT BELT, 2"	542-6994	\$0.00
DOOR, CAB, POLYCARBONATE	586-1308	\$284.00
PRODUCT LINK, CELLULAR PL243	641-1758	\$0.00
QUICK COUPLER, HYDRAULIC	589-8297	\$1,320.00
ROTATING BEACON	309-1325	\$286.00
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148	\$1,365.00
MOUNTING, FIRE EXTINGUISHER	563-7518	\$266.00
BRUSHCUTTER, BRX418, 4B FLAT	610-2780	\$20,903.00
BUCKET-GP, 86", BOCE	296-8192	\$2,292.00
COLD PLANER, PC406, 42GAL TANK	529-5801	\$29,583.00
KIT, WATER SPRAY, PCX06/8	231-2591	\$265.00

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SELL PRICE	\$215,920.00
SOURCEWELL MEMBER DISCOUNT AT 21% OF CAT CONTENT	(\$45,343.20)
<b>NET BALANCE DUE</b>	<b>\$170,576.80</b>
CORP ACT SURCH (0.57%)	\$972.29
<b>TOTAL BALANCE</b>	<b>\$171,549.09</b>

---

**WARRANTY**

Standard Warranty: 24 Months, 2000 Hours Standard Warranty

**F.O.B/TERMS:** Silverton

**ADDITIONAL CONSIDERATIONS**

- Quoted as per Sourcewell Contract# 011723-CAT

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
**Signature**

This Quote is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,  
Joe Lindberg  
Machine Sales Representative  
Peterson CAT  
+1 503-880-6648  
JALindberg@petersoncat.com



# Compact Track Loaders

## 299D3 XE

Price

### Contact Dealer

Availability

### Contact Dealer

---

#### KEY SPECS

Gross Power - SAE J1995

### 110 HP

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**I Accept**

By clicking "I Accept", you are agreeing to our use of functional, performance and targeting cookies.

## Overview

# Comfortable. Performance. Smart.

The Cat® 299D3 XE Compact Track Loader, with its powerful engine, high output hydraulic system, high lift forces, vertical lift design and torsion axle suspension, provides the maximum performance for work tool productivity, digging, truck loading and material handling in a wide range of underfoot conditions and applications.

## Benefits

### 15% Additional Space For More Operator Comfort

- Redesigned, More Comfortable Cab
- Wider opening door for easier machine entry

## PERFORMANCE

- Improved Performance-Tuned Suspension
- Customer Driven Enhancements to Fuel System and Drive Train

## SMART

- Providing the Next Level Machine and Tool Compatibility
- Integrated SMART technology to automate complex attachments – INDUSTRY FIRSTS
- Attachment recognition
- Tailors controls
- Grade Assist

## FEATURES AT A GLANCE

### Quiet and Comfortable

**The industry leading sealed and pressurized cab option provides the operator with a cleaner and quieter operating**

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## Making Your Job Easier

Cat® "Intelligent Leveling" system provides industry leading technology, integration, and available features such as dual direction self level, work tool return to dig, and work tool positioner.

## A Smooth Ride

A standard, fully independent torsion axle suspension combined with the Speed Sensitive Ride Control system improves operation on rough terrain, enabling better load retention, increased productivity and greater operator comfort.

## Optimized Machine Capability

Maximize machine capability and control with the available Advanced Display, providing on-screen adjustments for implement response, hystat response and creep control. Also features multi-language functionality with customizable layouts, security system and rearview camera.

## Sustainability

- The Cat® C3.8 engine meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Cat diesel engines are required to use ULSD (ultra-low sulfur diesel fuel with 15 ppm of sulfur or less) or ULSD blended with the following lower-carbon intensity fuels up to: 7% biodiesel FAME (fatty acid methyl ester). Refer to guidelines for successful application. Please consult your Cat dealer or "Caterpillar Machine Fluids Recommendations" (SEBU6250) for details.
- Cat® Extended Life Coolant and long-life HYDO Advanced hydraulic fluids not only reduce downtime but help decrease the amount of fluid and filters that are replaced over the life of the machine.
- Boost productivity with Cat technologies like work tool positioner, return to dig, and Cat Smart Attachments.
- Save fuel and reduce your greenhouse gas emissions with efficiency features such as foot throttle pedal and cooling system demand fan.

## SPECIFICATIONS

### STANDARD EQUIPMENT

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**OPERATING SPECIFICATIONS**



**WEIGHTS**



**DIMENSIONS**



**HYDRAULIC SYSTEM**



**CAB**



**POWER TRAIN**



**SERVICE REFILL CAPACITIES**



**NOISE LEVEL**



**AIR CONDITIONING SYSTEM (IF EQUIPPED)**



**SEE HOW 299D3 XE COMPARES AGAINST FREQUENTLY COMPARED PRODUCTS.**

Selected

Skid Steer and Compact Track Loaders

**299D3 XE**

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Operating Weight

11756 lb

Price

**Contact Dealer**

Availability

Contact Dealer

## Build and Price

### Skid Steer and Compact Track Loaders

## 299D3



Gross Power - SAE J1995

98 HP

Rated Operating Capacities - 35% Tipping Load

3480 lb

Operating Weight

11464 lb

Price

**Contact Dealer**

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## Skid Steer and Compact Track Loaders

# 299D3 XE Land Management



Gross Power - SAE J1995

110 HP

Rated Operating Capacities - 35% Tipping Load

4340 lb

Operating Weight

12764 lb

[View Details](#)

Use the comparison tool to compare detailed specs of Cat and competitor models.

[COMPARE ALL MODELS](#)

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Cat® 299D3 XE Compact Track Loader



## RELATED PRODUCTS

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**BALE GRABS**



**BALE SPEARS**



**BLADES**



**BROOMS**



**BRUSHCUTTERS**



**BUCKETS - SKID STEER LOADER**



**COLD PLANERS**



**COMPACTORS**



**FORKS**



**HAMMERS**



**LOAD MORE +**

## COMPATIBLE TECHNOLOGY AND SERVICES

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**0% FOR UP TO 48 MONTHS. NO  
GIMMICKS.**

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**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	5.9	Authorize the City Manager to approve the purchase of a new Vactor Truck from Owen Equipment in the amount of \$579,715.38
	<b>Agenda Type:</b>	
	Consent	
	<b>Meeting Date:</b>	
July 1, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Mike Dahlberg	Travis Sperle	Kathleen Zaragoza

Recommendation:

Authorize the City Manager to approve the purchase of a new vactor truck from Owen Equipment in the amount of \$579,715.38.

Background:

The Silverton Public Works Maintenance Division brought before the Budget Committee to purchase a new Vactor truck that will replace the existing vehicle. The Budget Committee approved the purchase and the City Council adopted this in the 2024-2025 budget for \$584,720. This purchase is under the Sourcewell contract 101221-VTR.

Budget Impact	Fiscal Year	Funding Source
\$579,715.38	2024-2025	Fleet Replacement Fund 600-600-81076

Attachments:

1. Vactor Owen Stock Quote

Presents a

## Proposal Summary

### 2100i

Truck Mounted Single Engine  
Combination Sewer Cleaner

For  
City of Silverton



# VACTOR

## BASIC

---

### MODEL

<b>Vacuum System</b>	Roots 824-16 Blower	<b>Debris Body Capacity (cu.yd.)</b>	10.00
<b>Model Type</b>	Combo	<b>Water Capacity</b>	1300
<b>Water Flow</b>	70.00	<b>Water Pressure</b>	3000
<b>Chassis Source</b>	Vactor	<b>Water Tank Material</b>	Aluminum
<b>Controls</b>		<b>Blower High Temp Shutdown</b>	true

## CHASSIS

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Owen Stock Chassis      International HV607, L9 370, Auto, 66000 GVWR

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## STANDARD FEATURES

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011iSTD	Aluminum Fenders
012iSTD	Mud Flaps
014iSTD	Electric/Hydraulic Four Way Boom
016iSTD	Color Coded Sealed Electrical System
019iASTD	Intuitouch Electronic Package
020iSTD	Double Acting Hoist Cylinder
025iASTD	Handgun Assembly
026iSTD	Ex-Ten Steel Cylindrical Debris Tank
030iSTD	Flexible Hose Guide
032iSTD	(3) Nozzles with Carbide Inserts w/Rack
045iSTD	Suction Tube Storage
046iSTD	1" Nozzle Pipe
1001iSTD	Flat Rear Door w/Hydraulic Locks
1005iSTD	Dual Stainless Steel Float Shut Off System
1011iSTD	Microstrainer Prior to Blower
1024iSTD	Debris Body Vacuum Relief System
1031iSTD	Debris Deflector Plate
1033iSTD	60" Dump Height
1041iSTD	Debris Body-Up Message and Alarm
2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose



# VACTOR

2022iSTD	Additional Water Tank Sight Gauge
2023iSTD	Liquid Float Level Indicator
3019iSTD	Digital Water Pressure Gauge
4006iSTD	Front Joystick Boom Control
4010iSTD	Boom Hose Storage
4017iSTD	Boom Out of Position Message and Alarm
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve
5011iSTD	3"Y -Strainer @ Water Pump
5015iSTD	Midship Handgun Coupling
5019iSTD	Chassis Engine Cooling Package
5022iSTD	Side Mounted Water Pump
6005iDSTD	Digital Hose Footage Counter
6007iSTD	Hose Reel Manual Hyd Extend/Retract
6009iSTD	Hose Reel Chain Cover
6017iSTD	Hydraulic Tank Shutoff Valves
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity
7001iSTD	Tachometer/Chassis Engine w/Hourmeter
7003iSTD	Water Pump Hour Meter
7004iSTD	PTO Hour Meter
7005iSTD	Hydraulic Oil Temp Alarm
7007iSTD	Tachometer & Hourmeter/Blower
8000iSTD	Circuit Breakers
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn
9002iSTD	Tow Hooks- Front and Rear
9003iSTD	Electronic Back-Up Alarm
9021iSTD	Camera System- Rear Only
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet
S390ASTD	8" Vacuum Pipe Package
S560STD	Emergency Flare Kit
S590STD	Fire Extinguisher 5 Lbs.

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## BOOM

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# VECTOR

4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display
4013i	Rotatable Boom Inlet Hose
4015i	180 deg. 10ft Telescoping Boom
4022iA	Telescopic Boom Elbow- Hard Hat Style

## DEBRIS BODY

1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe
1016iSTD	"Subframe Mounted -2 Pipe Rack -8"
1003i	Debris Body Washout
1014i	Centrifugal Separators (Cyclones)
1015i	Folding Pipe Rack - Curbside -8" Pipe
1015iA	Folding Pipe Rack - Streetside -8" Pipe
1022i	Rear Door Splash Shield
1023i	Lube Manifold, with Lube Chart
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief
4020i	Anti Splash Valve- Body Inlet
5029i	Cyclone Washout System

## VACUUM OPTIONS

3015i	Front Blower Controls
3017i	Blower High Temp Safety Shutdown
6019iA	Final Filter and Silencer Ball Valve Drains

## REAR DOOR

1008i	6" Rear Door Knife Valve w/Camloc - 3:00 position
1009iD	Full Rear Door Swinging Screen

## HOSE REEL

6002iB	600' x 3/4" Piranha Sewer Hose 3000 PSI in lieu of STD
6004iD	Rodder Hose Pinch Roller
6014i	High Pressure Hose Reel



# VECTOR

6025iB	Hose Wind Guide (Dual Roller)- Auto- Indexing
6027iA	25' Leader Hose ( in lieu of standard)
8030i	Hose Reel Wrapped for Delivery

## WATER TANKS

2016i	Additional Water- 1300 Gal Total
3020i	Digital Water Level Indicator
5015i	Handgun Couplers- Front and Rear
6026i	Washington State DOT Legal Front Hose Reel

## MISCELLANEOUS

8024i	Amber Lights for Flashing Light Package
CM-PAFT370A-2025-01	Chassis Modifications - 2025 Freightliner PAFT370A
9023iA	Safety Cone Storage Rack- Post Style
	Nozzle package additional (3)

## LIGHTING

8001iM	Rear Directional Control- LED Arrowstick
8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard
8004iG	Front Mounted- LED Beacon Light w/Limb Guard
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED
8027i	LED Mid-Ship Turn Signals
8028iA	Worklights (2), Self-Leveling Boom LED
8029i	Worklights (2)- LED- Rear Door

## PAINT

Cab Paint Color	White
Module Paint Color	
i124STD	Vector 2100i Body Decal- Standard
V-LOGO-APPL.	Vector Logos - Applied



## TOOLBOX

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010i	Operator Station Curbside Toolbox - with Lighting
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers
9071iEL	Toolbox- Behind Cab - 16w 30h x 96d - with Lighting
9072iAL	Toolbox- Driver Side Chassis Frame- 60w x 24h x 24d - with Lighting
9073iAL	Toolbox- Passenger Side Chassis Frame- 30w x 18h x 24d - with Lighting
9074iAL	Toolbox- Driver Side Subframe- 18w x 24h x 24d - with Lighting

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## WATER ACCESSORIES

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2006i	Air Purge
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube
6019i	Rodder Pump Drain Valves

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## WATER SYSTEM

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5002iA	70 GPM/3000 PSI Jet Rodder pump
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**Chassis Notes :-**

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<b>Configured Price:</b>	\$592,296.00
<b>Sourcewell discount:</b>	\$12,580.62
<b>Total Sales Price:</b>	\$579,715.38

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Please remember Price indicated does not include unapproved Special Requests  
Price valid for 30 Days from date of 05-29-2024

**Product Model:** 2100i  
**Proposal Date:** 05-29-2024  
**Quote Number:** 2023-70880  
**Price List Date:** 12-18-2023  
**QTY:** 1

**Customer Initials:** \_\_\_\_\_

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**PROPOSAL NOTES:**

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor prior to submittal of customer purchase order
3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor's standard terms and conditions attached hereto and made a part hereof.

**Signed By:**

**Date:**

\_\_\_\_\_

\_\_\_\_\_





## LIMITED WARRANTY

**Limited Warranty.** Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

### STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<b>2100 Series, iMPACT and Ramjet</b>	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
<b>2100 Series, iMPACT and Guzzler only</b>	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
<b>2100 Series, iMPACT and Ramjet</b>	2 years - Vactor Rodder Pump
<b>ALL Models starting with 21-09X-XXXXX and beyond</b>	2 year- Electrical & Electronics (excludes Chassis components)

**Exclusive Remedy.** Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

\*NOTE\* The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING  
1621 S. Illinois Street  
Streator, IL 61364







## Domestic Sales Terms and Conditions

**ORDERS:** All orders are subject to acceptance by Vactor Manufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

**PRICES:** All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

**PAYMENT TERMS:** The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

**CANCELLATION:** Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

**SHIPMENT:** All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for Vactor to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and Vactor shall be liable only for ordinary care of the property.

**STORAGE CHARGES:** Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

**PERFORMANCE:** Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

**EXPERIMENTAL WORK:** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

**SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

**TAXES:** Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.



# VECTOR

**PRODUCT IMPROVEMENTS:** Vector reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

**MOUNTING PRICES:** Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

**WARRANTY:** Vector warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANABILITY.

IT IS UNDERSTOOD AND AGREED THE VECTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VECTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VECTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VECTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VECTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE ANDEXCLUSIVE REMEDY.

**CHOICE OF LAW:** These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vector to exercise any of its rights under this agreement shall not constitute a waiver thereof nor prejudice Vector's right to enforce it thereafter.

**COMPLETE AGREEMENT:** These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vector unless in writing and agreed to by an authorized representative of Vector. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

\_\_\_\_\_




# VACTOR

Date: \_\_\_\_\_



**SILVERTON CITY COUNCIL STAFF REPORT  
TO THE HONORABLE MAYOR AND CITY COUNCILORS**

	<b>Agenda Item No.:</b>	<b>Topic:</b>
	6.1	Resolution No. 24-15 Authorizing an increase in rates charged for solid waste disposal services
	<b>Agenda Type:</b>	
	Action	
	<b>Meeting Date:</b>	
July 1, 2024		
<b>Prepared by:</b>	<b>Reviewed by:</b>	<b>Approved by:</b>
Macy Mulholland	Cory Misley	Cory Misley

Recommendation:

Adopt Resolution No. 24-15 authorizing an increase in rates charged for solid waste disposal services.

Background:

If the rate adjustment is approved on July 1, 2024, all customers will receive the price increase notification on their July invoice. The notification is listed under important information and reads:

*An approved rate increase goes into effect September 1, 2024, for garbage and recycling. Multiple inflationary factors contribute to the increase, including an increase in costs of disposal, recycling, and labor. Thank you!*

Customers with valid email addresses will receive a separate email notification.

The attached rate comparison table outlines the recommended rates to become effective in September 2024. The first column reflects existing rates, and the second column reflects the proposed rate with the increase.

Budget Impact	Fiscal Year	Funding Source
TBD	2024-2025	N/A

Attachments:

1. Resolution No. 24-15
2. Rate Structure Change and Increase – Republic Services
3. Letter to Council – Republic Services
4. Invoice Example with Rate Increase Note

**CITY OF SILVERTON**  
**RESOLUTION**  
**24-15**

**A RESOLUTION OF THE SILVERTON CITY COUNCIL AUTHORIZING AN INCREASE IN RATES CHARGED FOR SOLID WASTE DISPOSAL SERVICES**

**WHEREAS**, Republic Services (Republic) has an exclusive franchise to provide garbage and recycling services within the City of Silverton, Oregon (City); and

**WHEREAS**, Republic is requesting a rate increase as found in the rate sheet attached to this Resolution as Exhibit A (the Rate Sheet), which by this reference is incorporated herein; and

**WHEREAS**, Republic has requested this rate increase to offset increased operational costs and increased vehicle operating maintenance and repair costs; and

**WHEREAS**, the last rate-related increase for Republic Services occurred on December 7, 2020 with the adoption by the Council of Resolution No. 20-12.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SILVERTON AS FOLLOWS:**

Section 1: The City Council hereby repeals Resolution No. 20-12.

Section 2: The City Council hereby authorizes and approves the rates in the Rate Sheet attached as Exhibit A for solid waste disposal service in the City. These new rates shall take effect on September 1, 2024.

Section 3: That this resolution is and shall be effective upon its passage by the City Council.

Resolution adopted by the City Council of the City of Silverton, this 1<sup>st</sup> day of July, 2024.

\_\_\_\_\_  
Mayor, City of Silverton  
Jason Freiling

ATTEST

\_\_\_\_\_  
City Manager/Recorder, City of Silverton  
Cory Misley



**Exhibit A**

**Republic Services Rate Sheet for Silverton**

*Rate adjustments effective September 1, 2024*

	<b>Current Rate</b>	<b>Proposed Rate</b>
<b>Residential Monthly Rates</b>		
20 Gallon Cart	\$25.76	\$31.68
20 Gallon Cart Trash Only	\$19.80	\$24.35
20 Gallon EOW pkg	\$23.65	\$29.09
35 Gallon Cart	\$32.01	\$39.37
65 Gallon Cart	\$39.70	\$48.83
90 Gallon Cart	\$42.47	\$52.24
<i>Residential service includes weekly yard waste and every two weeks recycling collection each month.</i>		

<b>Multifamily / Commercial Monthly Rates (Once per Week Collection)</b>		
35 Gallon Cart	\$22.66	\$27.87
65 Gallon Cart	-	-
90 Gallon Cart	\$36.03	\$44.32
1 Yard Container	\$106.85	\$131.43
1.5 Yard Container	\$142.05	\$174.72
2 Yard Container	\$182.25	\$224.17
3 Yard Container	\$257.50	\$316.73
4 Yard Container	\$332.80	\$409.34
6 Yard Container	\$484.65	\$596.12
8 Yard Container	\$635.20	\$781.30
Container Pull Out Charge (per month per container)	\$25.30	\$31.12
Material beyond the container's capacity is charged per yard	\$37.40	\$46.00
<i>Twice per week container collection service is available and the charge is equal to the Monthly Rate x 1.85. Multifamily and Commercial services do not include Yard Debris.</i>		

<b>Industrial Drop Box Rates (Per Box)</b>		
10 Yard Drop Box	\$162.93	\$200.41
20 Yard Drop Box	\$189.46	\$233.04
30 Yard Drop Box	\$220.94	\$271.76
10 Yard Compactor	\$182.35	\$224.29
20 Yard Compactor	\$218.22	\$268.41
30 Yard Compactor	\$257.92	\$317.24
40 Yard Compactor	\$302.62	\$372.22
Delivery	\$52.25	\$64.27
Relocate	\$63.80	\$78.47
Lidded (per haul)	\$20.90	\$25.71
Dry Run	\$63.80	\$78.47
Rent (after 4 days from delivery)	\$17.60	\$21.65
Rent, Month	\$165.00	\$202.95
Liner (per haul)	\$63.80	\$78.47

All rates not listed, will also go up by 23%.

## Republic Services Rate Sheet for Silverton

*Rate adjustments effective September 1, 2024*

	Current Rate	Proposed Rate
<b>Additional Services</b>		
Recycling Cart Only	\$14.03	\$17.26
35 Gallon On-Call Cart (trash only) *	\$11.00	\$13.53
Additional Yard Debris Cart	\$9.35	\$11.50
Sharps (customer supplied one gallon or less container delivered to Republic Services at Woodburn office)	\$19.80	\$24.35
*Minimum collection once every 2 months.		

<b>Miscellaneous Cart Fees</b>		
Extra Can, Bag or Box	\$10.18	\$12.52
Contaminated Cart	\$33.00	\$40.59
Return Trip for Cart	\$16.50	\$20.30
Change or Switch a Cart (one free per year)	\$23.10	\$28.41
Cart Replacement (damaged by customer)	\$93.50	\$115.01

<b>Miscellaneous Container Fees</b>		
Contaminated Container	\$22.00	\$27.06
Return Trip for Container	\$20.90	\$25.71
Switch or Wash Out Container (two free per year)	\$35.00	\$43.05
Redelivery or Restart Service for Container	\$40.70	\$50.06
Lock for Container	\$27.50	\$33.83

<b>Customer Late Payment Charge</b>		
Service Interrupt (charged for failure to pay after 60-day notice prompting discontinuation of service)	\$25.00	\$25.00

	<b>Current Rate</b>	<b>Proposed Rate</b>
<b>Residential Monthly Rates</b>		
20 Gallon Cart	\$25.76	\$31.68
20 Gallon Cart Trash Only	\$19.80	\$24.35
20 Gallon EOW pkg	\$23.65	\$29.09
35 Gallon Cart	\$32.01	\$39.37
65 Gallon Cart	\$39.70	\$48.83
90 Gallon Cart	\$42.47	\$52.24
<i>Residential service includes weekly yard waste and every two weeks recycling collection each month.</i>		

<b>Multifamily / Commercial Monthly Rates (Once per Week Collection)</b>		
35 Gallon Cart	\$22.66	\$27.87
65 Gallon Cart	-	-
90 Gallon Cart	\$36.03	\$44.32
1 Yard Container	\$106.85	\$131.43
1.5 Yard Container	\$142.05	\$174.72
2 Yard Container	\$182.25	\$224.17
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Rent, Month	\$165.00	\$202.95
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	<b>Current Rate</b>	<b>Proposed Rate</b>
<b>Additional Services</b>		
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<i>*Minimum collection once every 2 months.</i>		

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Lock for Container	\$27.50	\$33.83

<b>Customer Late Payment Charge</b>		
Service Interrupt (charged for failure to pay after 60-day notice prompting discontinuation of service)	\$25.00	\$25.00



## Sustainability in Action

6/24/2024

City of Silverton  
City Council  
306 S. Water St.  
Silverton, Oregon 97381

RE: Rate Review

I want to thank Mayor Freilinger, council, and staff for working with Republic Services throughout the rate review process. We know rate adjustments are never easy. This rate adjustment will allow us to continue to provide the level of service that the businesses and residents expect.

If the rate adjustment is approved on July 1, 2024, all customers will receive the price increase notification on their July invoice. The notification is listed under important information and reads:

*An approved rate increase goes into effect September 1, 2024, for garbage and recycling. Multiple inflationary factors contribute to the increase, including an increase in costs of disposal, recycling, and labor. Thank you!*

Customers with valid email addresses will receive a separate email notification. We also recommend the city post a notification on their website.

We have many opportunities to collaborate with the city in the upcoming year. Our partnership with the city will be crucial in meeting the requirements of the Recycling Modernization Act and the Opportunity to Recycle, along with several community events.

Thank you for your continued partnership!

Sincerely,

Cindy Rogers  
Municipal Relationship Manager





10295 SW Ridder Road  
Wilsonville OR 97070-889090  
**Customer Service:** (503) 981-1278  
**To Pay Your Bill:** (877) 692-9729  
RepublicServices.com/Support

**Account Number** [REDACTED]  
**Invoice Number** [REDACTED]  
**Invoice Date** January 31, 2024  
**Previous Balance** \$72.60  
**Payments/Adjustments** -\$72.60  
**Current Invoice Charges** \$76.05

Rate Increase  
Note →  
240  
Character  
limit

**Important Information**  
An approved rate increase goes into effect for garbage and recycling. Multiple inflationary factors contribute to the increase, including an increase in costs of disposal, recycling, labor and health insurance. Thank you!

<b>Total Amount Due</b> \$76.05	<b>Payment Due Date</b> February 20, 2024
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**PAYMENTS/ADJUSTMENTS**

Description	Reference	Amount
Payment - Thank You 12/21	1	-\$72.60

**CURRENT INVOICE CHARGES**

Description	Reference	Quantity	Unit Price	Amount
[REDACTED]				
<b>1 Trash Cart 64/65 Gal, 1 Lift Per Week</b>				
60 Gallon Cart Service 01/01-02/29			\$72.60	\$72.60
60 Gallon Cart Service 02/01-02/29		1.0000	\$79.50	\$3.45
<b>CURRENT INVOICE CHARGES</b>				<b>\$76.05</b>

Simple account access at your fingertips.

Download the Republic Services app or visit RepublicServices.com today.



10295 SW Ridder Road  
Wilsonville OR 97070-889090

Thank You For Choosing Paperless

**Total Enclosed**

Return Service Requested

[REDACTED]

**Total Amount Due** \$76.05  
**Payment Due Date** February 20, 2024  
**Account Number** [REDACTED]  
**Invoice Number** [REDACTED]

For Billing Address Changes.  
Check Box and Complete Reverse.

Make Checks Payable To:

REPUBLIC SERVICES #455  
FOR KELLER DROP BOX, INC  
PO BOX 78829  
PHOENIX AZ 85062-8829