INVITATION TO BID
ITB # 2018-13
ISSUE DATE: February 1, 2018

STEEL STRUCTURE KIT FOR THE PUBLIC SAFETY TRAINING CENTER

BID DUE DATE AND TIME

March 1, 2018 (2:00 PM, PST)

SUBMITTAL LOCATION:

Clackamas County Procurement Division
Attn: George Marlton, Director
Public Services Building
2051 Kaen Road
Oregon City, OR 97045

Procurement@clackamas.us

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date..... **February 1, 2018**
Protest of Specifications Deadline ..... **February 8, 2018**
Request for Clarification or Change Deadline ..... **February 22, 2018**
Bid Due Date and Time.....**March 1, 2018**
Deadline for Protest of Award .....7 calendar days after date of Notice of Award letter

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 ISSUING OFFICE:

The Procurement Division of Clackamas County ("County") is the issuing office and is the sole point of contact for this Invitation to Bid ("ITB"). All questions regarding this ITB should be directed to the Administrative Contact person identified below:

Name:	Ryan Rice
Title:	Contract Analyst
Telephone:	(503) 742-5446
Email:	rrice@clackamas.us

1.03 DEFINITIONS

As used in this ITB, the terms set forth below are defined as follows:

1. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
2. "Exhibits" means those documents which are attached to and incorporated as part of the ITB.
3. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
4. "Bidder" means an entity that submits a Bid in response to an ITB.
5. "Bid Due Date and Time" means the date and time specified in the ITB as the deadline for submitting Bids.
6. "Invitation to Bid" or "ITB" means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
7. "LCRBR" means the Clackamas County Local Contract Review Board Rules found at: http://www.clackamas.us/code/documents/appendixc.pdf
8. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in LCRBR C-047-0500.
9. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the ITB.
10. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION:

The purpose of this Invitation to Bid ("ITB") is for the purchase of a prefabricated steel structure kit consisting of open sides and a roll-formed steel roof. The structure will be covering approximately 30,080 square feet of secure parking lot located at 12800 SE 82nd Ave, Clackamas Oregon 97045. It is the intent of the County to conduct the overall project in three (3) phases: the supply of the prefabricated structure, the structure install, and the construction of a CMU screening wall.

The resulting contract for this ITB will be for the design, supply, and delivery of the steel structure kit along with its vendor supplied engineering plans.

The contracted vendor will supply the County with the site plan, building and footing engineering for permitting no later than 45 days after formal notice to proceed is given. The subsequent kit manufacturing and delivery shall occur after the plans have been vetted through the permit process and permits have been issued.

The engineers estimate for this phase is $180,000.00.

2.02 BACKGROUND:

Clackamas County Facilities Management is seeking to provide a covering of the secured parking lot located between the Clackamas County Sheriff's Office ("CCSO") North Station Training Annex and the Clackamas County Public Safety Training Center ("PSTC"). The new structure will be used to house and protect many of the CCSO's specialized response vehicles and equipment.

The new structure will be constructed on an existing HMAC surface. The location of the proposed structure was used as the staging area during the 205 freeway project and is considered a superfund site with hazardous material approximately 18" below grade. This material is identified by an orange membrane. Any excavation beyond this membrane will require coordination with DEQ and material either re-used on site or taken to an approved hazardous material dump site. Some geotechnical work had been performed for a previous project for this site and that information is included within this ITB. The structure's footings shall be designed to accommodate any restrictions that may be in effect for the given site due to the hazardous materials.

3.0 SPECIFICATIONS / STATEMENT OF WORK

3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications per Exhibit A, attached and hereby incorporated by reference.

3.02 TERMS AND CONDITIONS:

County's terms and conditions governing the purchase resulting from this ITB are included at Exhibit B, attached and hereby incorporated by reference.

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Bidder, the Bidder needs to meet the minimum qualifications below:
N/A

5.0 REQUIRED SUBMITTALS

5.01 SUBMISSION OF BID AND QUANTITY:

Complete Bids may be mailed to the below address or emailed to Procurement@clackamas.us. If emailed, the subject line must identify "**ITB #2018-13 Steel Structure Kit for PSTC**". Bidders are strongly encouraged contact Clackamas County Procurement to confirm receipt of the Bid. The Bid, regardless of how it is submitted must contain all of the required information and have signatures on the required forms.

Submit Bids (including all required documents) by 2:00 PM PT to:

Clackamas County Procurement Division
Attn: George Marlton, Director
Public Services Building
2051 Kaen Road
Oregon City, OR 97045

Late Bids will not be accepted.

5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Description of how the goods or services offered specifically meet the required specifications described in Exhibit A.
- Detailed information about how the Bidder meets the minimum qualifications detailed in Section 4.
- Exhibit C, Certifications, fully completed.
- Exhibit D, Bid Price Form, fully completed.

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the ITB, Exhibits and Addenda. County may engage in any of the processes identified in the applicable LCRBR to determine the Contract award.

6.02 BEST AND FINAL OFFER:

In accordance with LCRBR C-047-0261, the County may request best and final offers from those Bidders determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial bid received. Therefore, each bid should contain the Bidder's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this ITB.

6.03 INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT:

Pursuant to ORS 279A and LCRBR, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contactor's obligation to County. Any estimated purchase volumes listed herein do

not include other public agencies and County makes no guarantee as to their participation. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

6.04 INVESTIGATION OF REFERENCES:

County reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. County further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, County or any other source. County may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO BIDDERS

7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, and the LCRB Rules.

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENT:

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the ITB must be in Writing and received by the issuing office no later than the Request for Clarification or Change Deadline as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. County Tech will consider all timely requests and, if acceptable to County, amend the ITB by issuing an Addendum. An Addendum will be posted at www.clackamas.us/bids. Envelopes or e-mails containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.04 PROTESTS OF THE BID/SPECIFICATIONS:

Protests must be in accordance with LCRBR C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, or within three (3) business days of issuance of any addendum, at the Procurement Services Division address listed in Section 1 of this ITB. Protests may not be faxed. Protests of the ITB specifications must include the reason for the protest and any proposed changes to the requirements.

7.05 ADDENDA:

If any part of this ITB is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check the Bids and Contract Information page at http://www.clackamas.us/bids/ for any published Addenda or response to clarifying questions.

7.06 PREPARING AND SIGNATURE:

All Required Submittals must be Written and signed by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.

7.07 PUBLIC RECORD:

Upon completion of the ITB process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a "trade secret" the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 MODIFICATION:

Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.

7.09 WITHDRAWLS:

A Bidder may withdraw their Bid by submitting a written notice to the issuing office identified in this ITB prior to the Bid Due Date and Time. The Written notice must be on the Bidder's letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to County.

7.10 LATE SUBMITTALS:

Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. County may not accept or consider late Bids, modifications, or withdrawals except as permitted in LCRBR C-047-0330(6).

7.11 BID OPENING:

Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids and base bid price will be announced. No other information regarding the content of the Bids will be available.

7.12 BIDS ARE OFFERS:

The Bid is the Bidder's offer to enter into a contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. County's award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the ITB.

7.13 CONTINGENT BIDS:

Bidder shall not make its Bid contingent upon County's acceptance of specifications or contract terms that conflict with or are in addition to those in the ITB, its Exhibits, or Addenda.

7.14 RIGHT TO REJECT:

County may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon County's Written finding that it is in the public interest to do so. County may reject all Bids for good cause, if upon County's Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

7.15 AWARDS:

County reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. County reserves the right to delete any item from the award when deemed to be in the best interest of County.

7.16 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed for legal sufficiency by a qualified attorney for County pursuant to the applicable Oregon Revised Statutes and County Policy. Legal sufficiency review may result in changes to the terms and conditions specified in the ITB, Exhibits, and Addenda.

7.17 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders. The Bid file will be available for Bidder's review during the protest period at the Procurement Division. Bidders must make an appointment with the issuing office to view the Bid file. After the protest period, the file will be available by making a Public Records Request to County through the Procurement Division.

7.18 BID PREPARATION COST:

County is not liable for costs incurred by the Bidder during the ITB process.

7.19 BID CANCELLATION:

If an ITB is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an ITB is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of County's permanent Bid file.

7.20 COLLUSION:

By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the ITB, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

7.21 NONDISCRIMINATION;

The successful proposer agrees that, in performing the work called for by this ITB and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

7.22 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

An eligible Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after County issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the ITB number and title. The rules governing protests are at LCRBR C-047-0740.

EXHIBIT A
REQUIRED SPECIFICATIONS
[Remainder of this page left intentionally blank]

EXHIBIT C - CERTIFICATIONS
ITB #2018-13

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

☐ Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #:_____
☐ Non-Resident Bidder, Resident State: _____

Company Legal Business Name (No DBA/ABN):_____

Authorized Signature: _____ Date: _____

Name (Type or Print):_____ Telephone :(____) _____

Title: _____ Email: _____

Address, City, State, Zip: _____

Oregon CCB# (if applicable):_____
Business Designation (check one):
☐ Corporation ☐ Partnership ☐ LLC ☐ Sole Proprietorship ☐ Non-Profit
☐ Minority Owned ☐ Women Owned ☐ Emerging Small Business
Oregon MWESB Certification Number: _____
Self-Identified Minority, Women or Emerging Small Business: ☐ Yes ☐ No

Jeff Jorgensen
Manager

FACILITIES MANAGEMENT
CENTRAL UTILITY PLANT
1710 Red Soils Court,#200 \ Oregon City, OR 97045

PSTC SECURE PARKING COVER STRUCTURE

SUPPLY AND ENGINEER STEEL STRUCTURE KIT

12800 SE 82ND AVE.

CLACKAMAS, OREGON 97015

SPECIFICATIONS

PROJECT OVERVIEW

The scope of this Invitation to Bid is for the design, engineering and supply of a clear span, prefabricated, steel structure in 'kit' form consisting of open sides and a roll-formed steel roof delivered in stages to the above address. The new structure will be constructed on an existing HMAC surface covering approximately 30,080 square feet of the secure parking lot that is between the Clackamas County Sheriff's Office (CCSO) North Station Training Annex and the CCSO Public Safety training Center (PSTC). The new structure will be used to house and protect the CCSO's many specialized emergency response vehicles and equipment and provide secure, covered parking for seized and evidence vehicles

The location of the proposed structure was used as the staging area during the 205 freeway project and is considered a superfund site with hazardous material approximately 18" below grade. This material is identified by an orange membrane. Any excavation beyond this membrane will require coordination with DEQ and material either re-used on site or taken to an approved hazardous material dump site. Some geotechnical work had been performed for a previous project for this site and that information is included. The structure's footings shall be designed to accommodate any restrictions that may be in effect for the given site due to the hazardous materials.

SCOPE

The Supplier shall furnish all materials and shipping logistics to provide the County a complete steel building in kit form with fully engineered plans including footings and erection procedures (construction by others). The building shall be designed for the specified area in compliance with all local codes and regulations and according to these specifications.

SECTION 1
GENERAL REQUIREMENTS AND PROVISIONS

1.0 A 'basis of design' Steel building has been included in the documents of this ITB. The bid shows the size and shape of the building the County is requesting.

1.1 The contract will be awarded to the lowest, responsive bidder established on the BID SCHEDULE.

1.2 Due to the limited staging area, the building kit shall be delivered in stages according to a mutually agreed upon schedule between the Supplier, the County and the erecting Contractor after award of the contract.

1.3 Supply the County with the site plan, building and footing engineering for permitting no later than 45 days after award of contract or formal notice to proceed is given. The subsequent kit manufacturing and delivery shall occur after the plans have been vetted through the permit process and permits have been issued.

SECTION 2
SPECIFIC REQUIREMENTS

2.0 FEE AND PERMIT REQUIREMENTS

2.0.1 Supplier will be furnished, free of charge, such copies of the Project Specifications, Appendices, Exhibits and Addendums (Contract Documents) as the County deems reasonably necessary for execution of the Work.

2.0.2 The Supplier shall deliver to the County all required drawings and engineering necessary for the application and issuance of permits, and to perform the work associated with or described in this RFQ. This includes but is not limited to: permits from Clackamas County Building Services, Clackamas County Planning, any EPA, DEQ, or other government requirements for plans or engineering necessary for the proper execution and performance of the Work, and any and all other involved jurisdiction(s) that may require approval or permitting.

2.0.3 The Supplier is not to commence work before receiving a Notice to Proceed from the County and has secured all of the necessary permits.

2.1 PROJECT SITE ACCESS

2.1.1 The County will provide access to the lands and facilities upon which the construction work is to be performed, including such access to other lands and facilities designated in the Contract Documents for use by the Supplier.

2.2 SUPPLIER REQUIREMENTS

2.2.1 Supplier shall use a registered professional engineer, currently licensed in good standing in the State of Oregon for all engineering requirements. The drawings shall have the engineer of record's wet stamped mark affixed to each set.

2.2.2 The Supplier is responsible for the design of the structure, and shall provide all services pursuant to this Contract in a manner consistent with and compliant to the Applicable Code Requirements (ACR) and current building code requirements for the given area. The Supplier shall be solely responsible for any and all design errors including, but without limitation, errors, inconsistencies or omissions in the construction documents. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to the County.

2.2.3 If Supplier performs any design and/or construction activity which it knows, or should know, involves an error, inconsistency, or omission referred to in Articles 2.2.1 and 2.2.2 above, without notifying and obtaining the written consent of the County's Representative, the Supplier shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

2.2.4 The Supplier shall supply the County no less than 3 full size sets of drawings and wet stamped engineering for permitting.

2.2.5 Supplier agrees that it has sole responsibility for the design, fabrication and delivery of this building kit.

2.3 LABOR AND MATERIALS

2.3.1 Unless otherwise provided in the Contract Documents, Supplier shall provide and pay for all professional services, other services, labor, materials, equipment, tools, equipment and machinery, transportation, and incidentals necessary for proper design, supply and delivery of their work.

2.4 CONTRACTOR'S WARRANTY

2.4.1 The Supplier shall submit a written warranty for all deliverable components of the structure kit ensuring all material will be free from defects or damage when delivered to the building site.

2.5 CODE REQUIREMENTS

2.5.1 Supplier shall perform their work in accordance with the current ACRs and all code requirements listed in the Scope of Work including: All laws, statutes, the most recent building codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over Clackamas County, the project, the project site, the work, or the prosecution of the work.

2.5.2 Any work performed by Supplier which it knows or should know is contrary to ACRs, without prior notice to the County or the County's Representative, Supplier shall be responsible for such work and any resulting damages including, without limitation, the costs of correcting defective work.

2.6 CONSTRUCTION DOCUMENTS

2.6.1 Construction Documents

.1 Upon receipt of the Notice to Proceed, the Supplier shall commence the design of the building systems and the preparation of the Construction Documents. The Construction Documents shall provide information customarily necessary in documents for projects of similar size, complexity, and quality. The Construction Documents shall include all information required by the building trades to complete the construction of the building kit, other than such details customarily developed by others during construction.

.2 Supplier shall allow the County to review the completed sets of the Construction Documents and a reasonable time for review of same.

.3 The Construction Documents for hazardous material abatement efforts and demolition activity shall be of sufficient clarity and shall be fully detailed when submitted to the County for review.

2.6.2 Shop Drawings, Product Data, Samples, Materials, and Equipment

.1 The County shall review and approve shop drawings to the extent they meet the specifications and align with the County’s project goals.

.2 Materials and equipment incorporated in the Work shall match the approved samples within tolerances appropriate to the items, and as may be described in the Contract Documents.

.3 The Supplier shall submit shop drawings approved by the engineer and samples of submittals that relate to finish materials and products.

.4 Any variation in quality must be approved by the County.

2.6.3 Field Engineering

.1 The Supplier shall provide a civil engineer or land surveyor to establish the required reference points and benchmarks, establish building lines and elevations, and establish basic construction grid lines to be incorporated into the plans. The engineer or land surveyor shall be licensed in the State of Oregon.

2.6.4 Geotechnical Engineering

.1 Clackamas County has provided the Supplier with a preliminary geotechnical report and also with a legal description and a project survey that are included in the Contract Documents. The Design Work shall be consistent with both the findings and recommendations of the geotechnical report and legal description and project survey.

2.7 REQUIRED DESIGN ELEMENTS

The following elements shall be considered when developing the design:

2.7.1 The site was used as the staging area during the 205 freeway project and is considered a superfund site with hazardous material approximately 18" below grade. This material is identified by an orange membrane. Any excavation beyond this membrane will require coordination with DEQ and material either re-used on site or taken to an approved hazardous material dump site. Some geotechnical work had been performed for a previous project for this site and that information is included in an attachment.

2.7.2 The basic design shall take in to account the intended use as a covered parking area and allow for as much of a clear interior span as is practical given dimensions and height of building as shown in the basis of design drawing and work site limitations.

.1 The building should be a single, cohesive structure with the ability to drive vehicles and equipment into the structure at multiple points along the sides and ends of the building.

.2 The eave height shall be a minimum of 16' at the lowest point.

.3 The approximate building size is 188'x120', with an attached 80'x94' accessory building.

.4 Building design shall incorporate the possible future use and installation of solar panels, and must be designed with an additional 5 psf for roof loading.

2.7.3 Geotechnical surveys of the site to determine best approach for pier placement.

2.7.4 Coordination with the County for the existing utilities on site such as parking lot light poles that will be removed during construction. Coordination of pier placement with the existing storm drain running across the site from North to South.

2.7.5 The need for approximately 8 – 10 - 50 amp RV pedestals to provide shore power to various large trailers and equipment. Clackamas County will perform all electrical work with the exception of trenching, underground conduit and backfill. These components of the project shall be included in future contracts.

2.7.6 Lighting throughout the cover to supply adequate lighting needs for nighttime operations with materials and installation by the County.

2.7.7 Addressing comments and design criteria as addressed in the comments provided by Clackamas County Planning and Zoning Division in a Pre-App Conference held on November 9, 2014:

.1 Coordinate with the County as to placement of piers and the existing storm drainage system.

.2 Coordinate with the Clackamas County Building Department and Clackamas District 1 Fire to determine if Fire suppression is needed.

SECTION 3
SCHEDULES, SITE AND REPAIRS

3.0 SCHEDULES AND PROJECT DURATION

3.0.1 The Supplier shall furnish to the County a duration schedule showing expectant deliverable times, including drawings, engineering, fabrication and deliveries.

3.0.2 The supplier shall work with the County and the County's appointed Contractor when scheduling deliveries to the work site.

3.0.3 The County's acceptance of or its review comments about any schedule or scheduling data shall not relieve Supplier from its responsibility to complete the work within the contract time.

END DOCUMENT

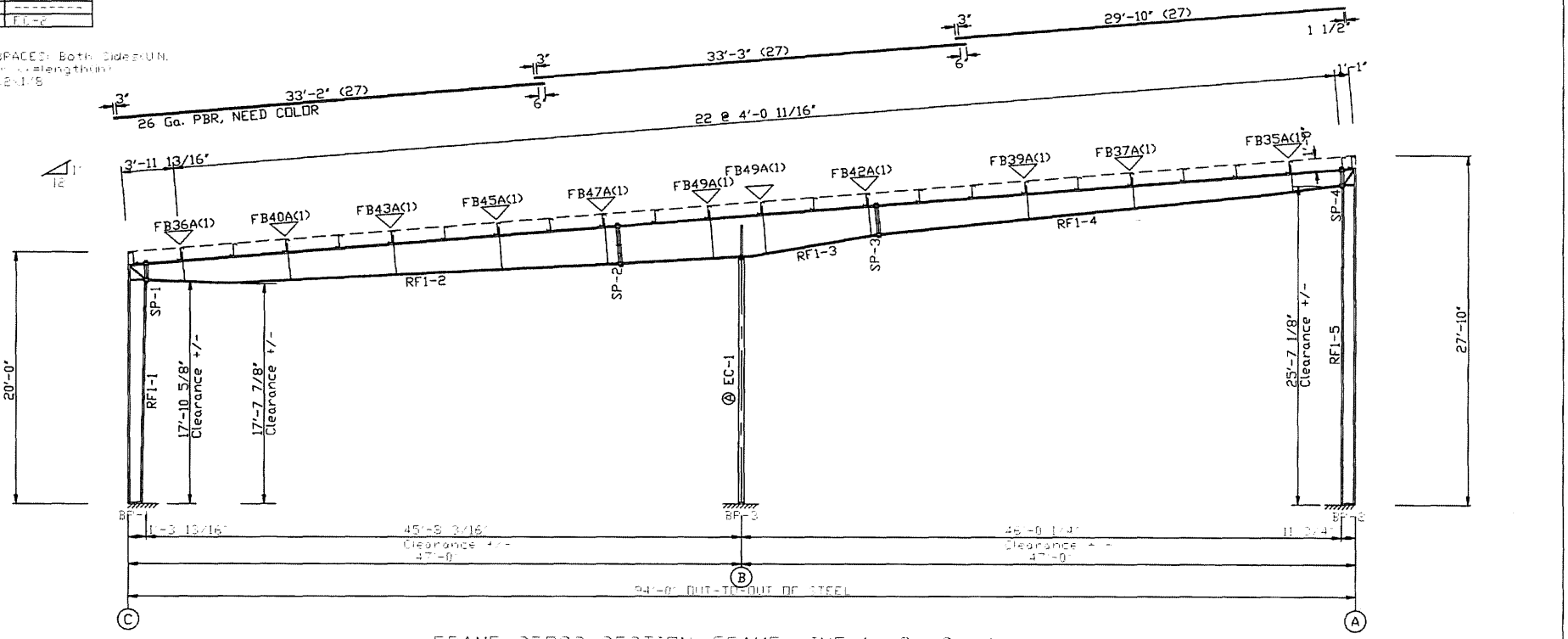
SPLICE PLATE & BOLT TABLE												CAP PLATE BOLTS				
Mark	Qty Top	Qty Bot	Qty Int	Type	Dia	Length	Width	Thick	Length			Mark	Qty	Type	Dia	Length
SP-1	4	4	0	A325	1"	3 1/4"	6"	1"	1'-10 5/16"			EC-1	4	A325	3/4"	2"
SP-2	4	4	2	A325	3/4"	2"	6"	1/2"	3'-6 1/4"							
SP-3	4	4	0	A325	3/4"	2"	6"	1/2"	2'-10 5/16"							
SP-4	4	4	0	A325	3/4"	2 1/4"	8"	5/8"	1'-9 3/8"							

BASE PLATE TABLE			
Col Mark	Plate Size Width	Thick	Length
BP-1	6"	1/2"	10 13/16"
BP-2	8"	1/2"	10 3/4"
BP-3	8"	1/2"	1'-0 5/16"

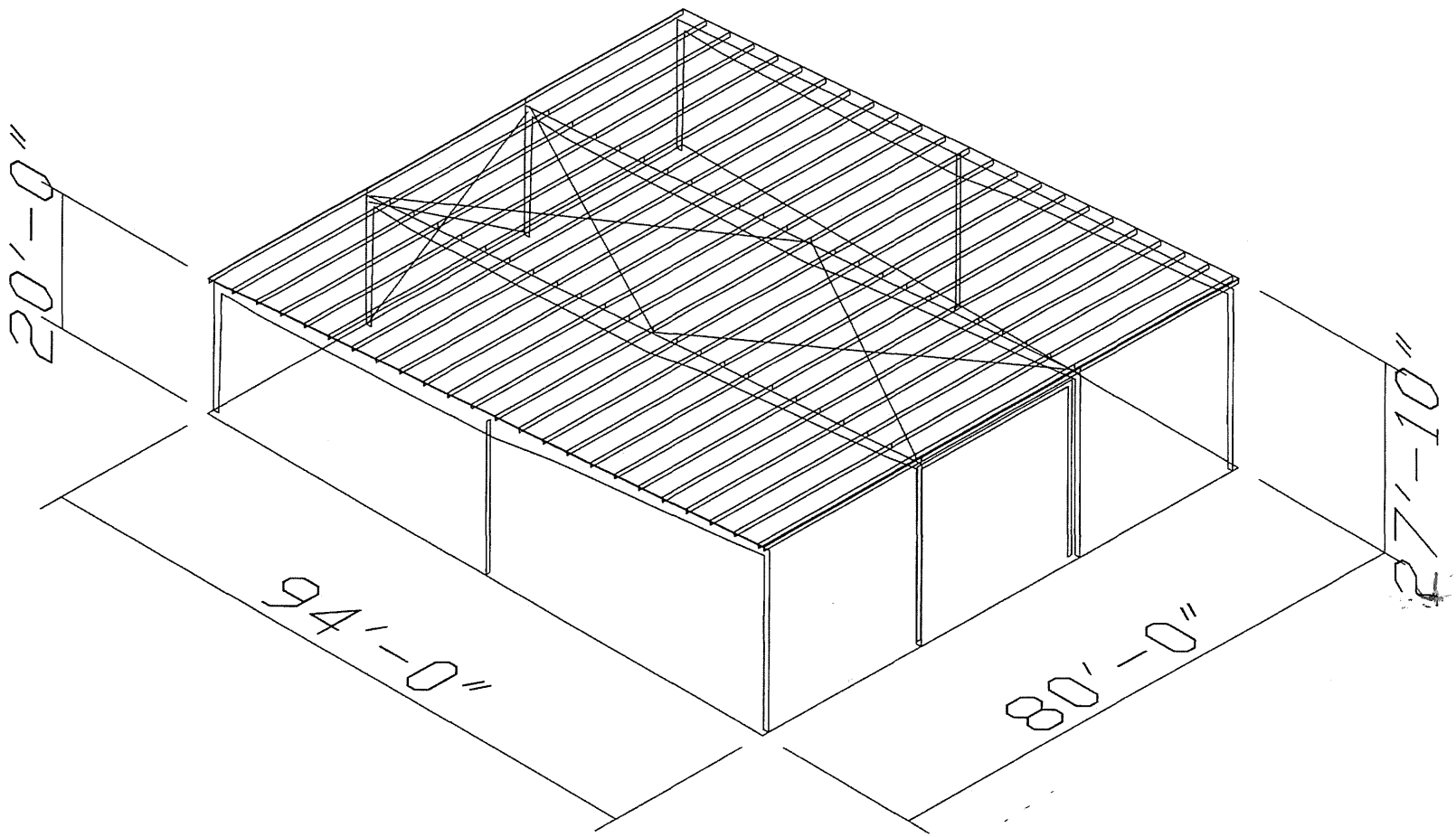
ALTERNATE MEMBERS		
Frame Line	OD	Mark
2	A	--------
3	A	--------
4	A	FB-2

MEMBER TABLE								
Mark	Weight	Web Depth Start/End	Web Plate Thick	Web Plate Length	Outside Flange Thk - W - Length	Inside Flange Thk - W - Length
RF1-1	496	10.0/15.0	0.135	228.2	5/16" - 6 - 228.0 1/2" - 10 - 15.3	1/2" - 6 - 210.1
RF1-2	1213	14.0/23.0 23.0/30.3 30.3/34.0	0.188 0.250 0.250	748 240.0 120.0	1/4" - 5 - 240.0 1/4" - 5 - 193.6	1/4" - 5 - 75.3 1/4" - 5 - 240.0 1/4" - 5 - 120.2
RF1-3	829	34.0/37.0 37.0/26.0	0.250 0.250	120.0 118.0	1/4" - 6 - 238.0	5/16" - 6 - 120.0 5/16" - 6 - 119.5
RF1-4	839	26.0/20.0 20.0/17.0 17.0/13.0	0.188 0.188 0.135	240.0 120.0 58.4	1/4" - 5 - 240.0 1/4" - 5 - 188.4	1/4" - 5 - 225.2 1/4" - 5 - 153.2 1/4" - 5 - 87.4
RF1-5	733	11.0/10.3 10.3/10.0	0.135 0.135	240.0 80.9	1/2" - 10 - 11.6 1/4" - 9 - 92.9 1/4" - 8 - 229.0	1/2" - 8 - 74.8 1/2" - 8 - 223.0
EC-1	61.6	W8x28				

FLANGE BRACED: Both Sides=U.N.
FB(x-A(1)" x-elength-in"
4 - L2x2x1/8



FRAME CROSS SECTION FRAME LINE 1 2 3 4


20'-0"
94'-0"
80'-0"
17'-10"

SPLICE PLATE & BOLT TABLE

Mark	Qty Top	Qty Bot	Qty Int	Type	Dia	Length	Width	Thick	Length
SP-1	4	4	0	A325	3/4"	2 1/2"	6"	3/4"	2'-7 7/16"
SP-2	4	4	0	A325	3/4"	2 1/4"	6"	5/8"	2'-1 5/16"
SP-3	4	4	0	A325	3/4"	2"	6"	1/2"	6'-5 1/4"
SP-4	4	2	0	A325	3/4"	2 1/4"	6"	5/8"	2'-4 1/2"

CAP PLATE BOLTS

Mark	Qty	Type	Dia	Length
EC-1	4	A325	3/4"	2"
EC-2	4	A325	3/4"	1 3/4"
EC-3	4	A325	3/4"	2"

BASE PLATE TABLE

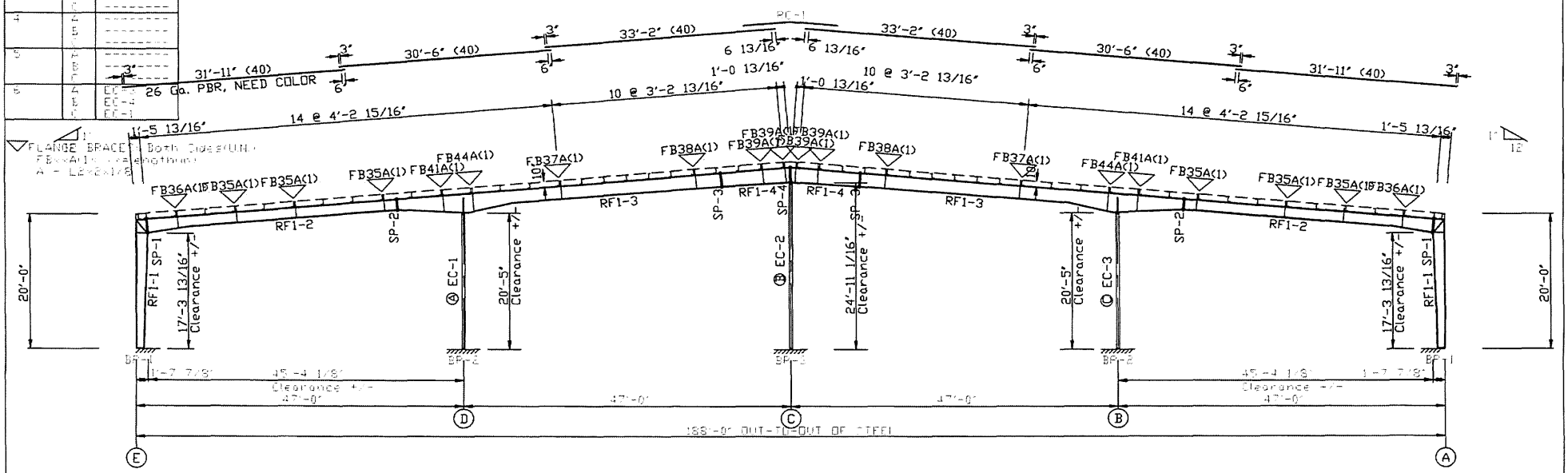
Col Mark	Plate Size Width	Thick	Length
BP-1	6"	1 2"	11 7/8"
BP-2	8"	1 2"	1'-0 5/16"
BP-3	8"	1 2"	0 15/16"

ALTERNATE MEMBER

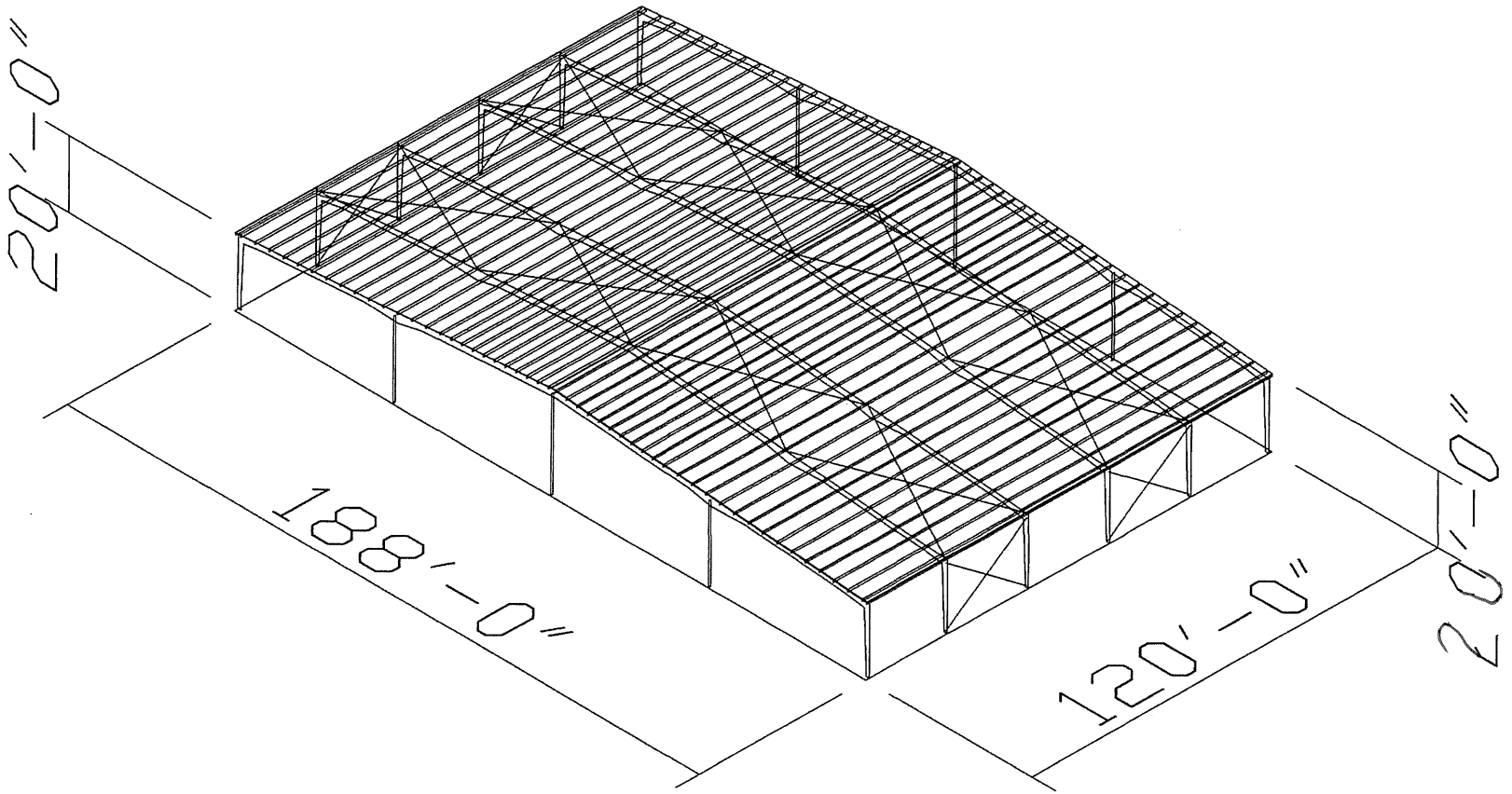
Frame Line	OTN	Mark
2	A	---------
	B	---------
3	A	---------
	B	---------
4	A	---------
	B	---------
5	A	---------
	B	---------
6	A	EC-3 26 Ga. PBR, NEED COLOR
	B	EC-4
	C	EC-1

MEMBER TABLE

Mark	Weight	Web Depth Start/End	Web Plate Thick	Web Plate Length	Outside Flange Thk x W x Length	Inside Flange Thk x W x Length
RF1-1	544	11.9/19.0	0.135	230.4	1/4" x 6 x 229.0	5/8" x 6 x 203.4
					1/2" x 10 x 17.0	
RF1-2	802	23.0/17.0	0.188	71.5	1/4" x 5 x 240.0	1/4" x 5 x 71.5
		17.0/17.0	0.188	240.0	1/4" x 5 x 191.5	1/4" x 5 x 240.0
		17.0/17.0	0.188	120.0		1/4" x 5 x 120.0
RF1-3	1407	17.1/32.0	0.250	120.0	1/4" x 6 x 187.0	5/16" x 6 x 120.9
		32.0/21.0	0.250	79.0	5/16" x 6 x 240.0	5/16" x 6 x 79.7
		21.0/21.7	0.188	240.0	5/16" x 6 x 132.0	1/4" x 6 x 240.0
		21.7/22.0	0.188	120.0		1/4" x 6 x 120.0
RF1-4	344	22.0/24.0	0.250	120.0	1/4" x 5 x 120.0	1/4" x 5 x 118.0
EC-1	538	W8x24				
EC-2	1057	W8x28				
EC-3	538	W8x24				



FRAME CROSS SECTION: FRAME LINE 1 2 3 4 5 6


20'-0"
188'-0"
120'-0"
20'-0"

SHEET NOTES

1. CONTRACTOR TO COORDINATE ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
2. STRUCTURES LOCATIONS ARE APPROXIMATE AND FOR REFERENCE ONLY.
3. SIZE AND SHAPE OF FOOTINGS ARE FOR REFERENCE ONLY. CONTRACTOR TO INSTALL FOOTINGS PER ENGINEERING REQUIREMENTS.
4. LIMITS OF WORK SHALL EXTEND 36" OUTSIDE PROPOSED BUILDING ENVELOPE. ON SITE ADJUSTMENTS MAY BE MADE WITH APPROVAL OF THE COUNTY.

SITE KEY NOTES

1. MODIFY EXISTING SECURITY FENCE AS NEEDED.
2. REMOVE AND DELIVER EXISTING LUMINAIRES TO THE COUNTY. DEMO FOOTINGS AND REMOVE CONDUIT AS DIRECTED.
3. MAINTAIN AND PROTECT TREES AND LANDSCAPE TO THE GREATEST EXTENT POSSIBLE. REPLACE PER COUNTY PLANNING REQUIREMENTS.
4. INSTALL CMU WALL PER COUNTY PLANNING REQUIREMENTS
5. REPAIR ASPHALT SURFACE AS NEEDED.
6. PROVIDE 3" PVC UNDERGROUND CONDUIT. STUB UP 1'-0" MINIMUM EACH END.

LEGEND

- CHAIN-LINK SECURITY FENCE
- BUILDING EXTERIOR WALL
- CMU WALL (MATCH EXISTING PSTC BUILDING COLORS)
- BURIED TELEPHONE LINE (APPROXIMATE)
- BURIED NATURAL GAS LINE (APPROXIMATE)
- EXISTING LUMINAIRE
- SV — SECURITY CAMERA
- CO — STORM CLEAN-OUT
- STORM SEWER CATCH BASIN
- EXISTING SIGN TO REMAIN
- TREE OR SHRUBBERY
- PROPOSED FOOTING
- BOL — BOLLARD
- SITE KEY NOTE
- GP — GATE POST

GATE CONTROL
GATE
GP
TYP. EA. FOOTING
CO
SV
BOL
PRIVATE VEHICLUAR ACCESS AND UTILITY EASEMENT FOR THE BENFIT OF PARCEL 2 PER PARTITION PLAT 2001-093

FACILITIES MANAGEMENT
170 RED BOILS CT #200
OREGON CITY, OR 97045
PH: (503) 557- 6414
FAX: (503) 655-8658

APPROVAL DRAWING | DATE

PUBLIC SAFETY TRAINING CENTER

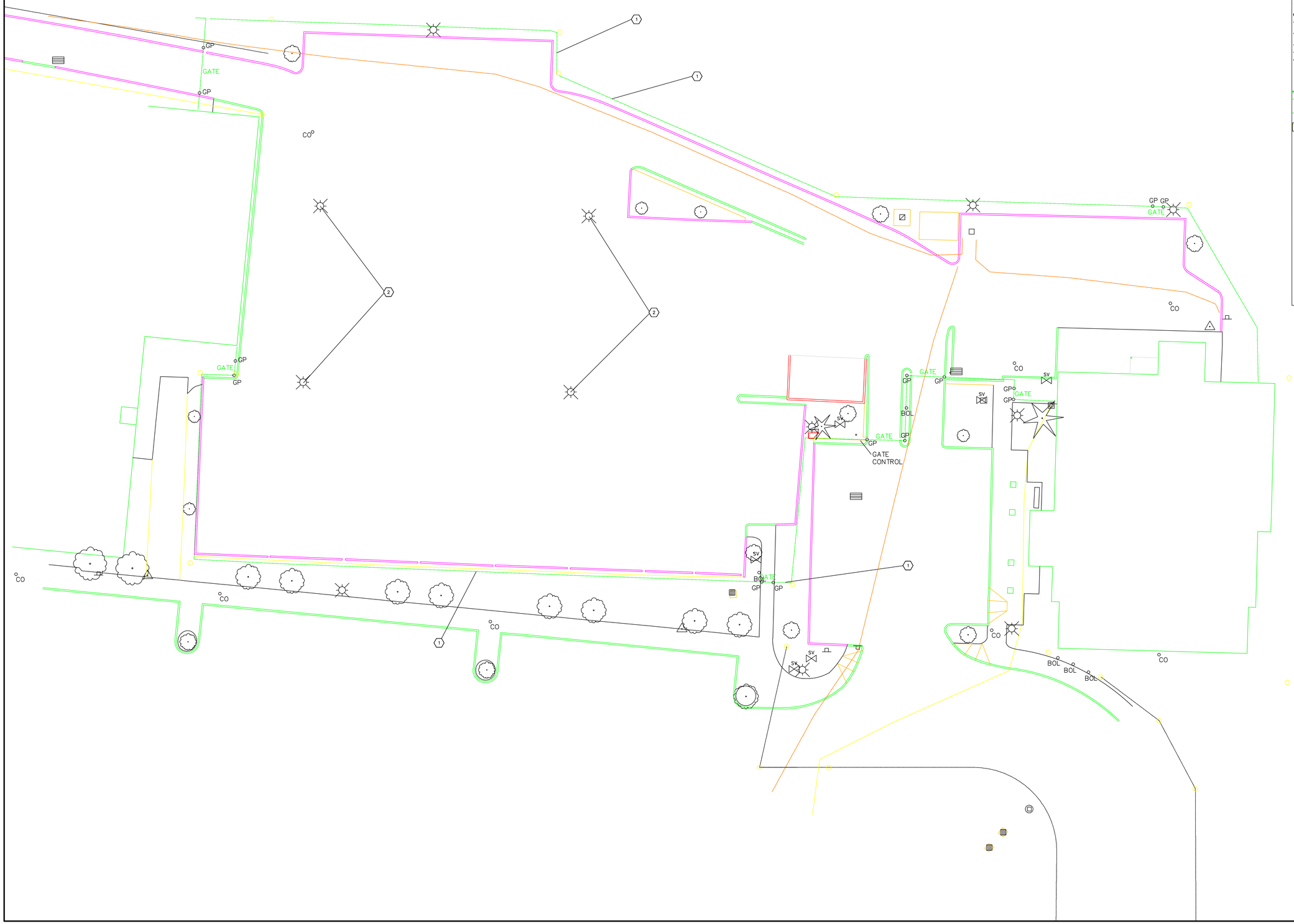
SECURE COVERED PARKING STRUCTURE

FRN/FPN: FPN 16-031

DATE: 17AUG17
REVISIONS:
SCALE: 1/16" = 1'-0"
DRAWN BY: SRB
CHECKED BY:

FM#

OVERLA



SHEET NOTES

1. CONTRACTOR TO COORDINATE ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
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- STORM SEWER CATCH BASIN
- EXISTING SIGN TO REMAIN
- TREE OR SHRUBBERY
- PROPOSED FOOTING
- BOL — BOLLARD
- SITE KEY NOTE
- GP — GATE POST

FACILITIES MANAGEMENT
770 RED BOIS CT #200
OREGON CITY, OR 97045
PH: (503) 557- 6414
FAX: (503) 655-8658

APPROVAL SIGNATURE | DATE

APPROVAL SIGNATURE | DATE

PUBLIC SAFETY TRAINING CENTER

SECURE COVERED PARKING STRUCTURE

FRN/FPN: FPN 16-031

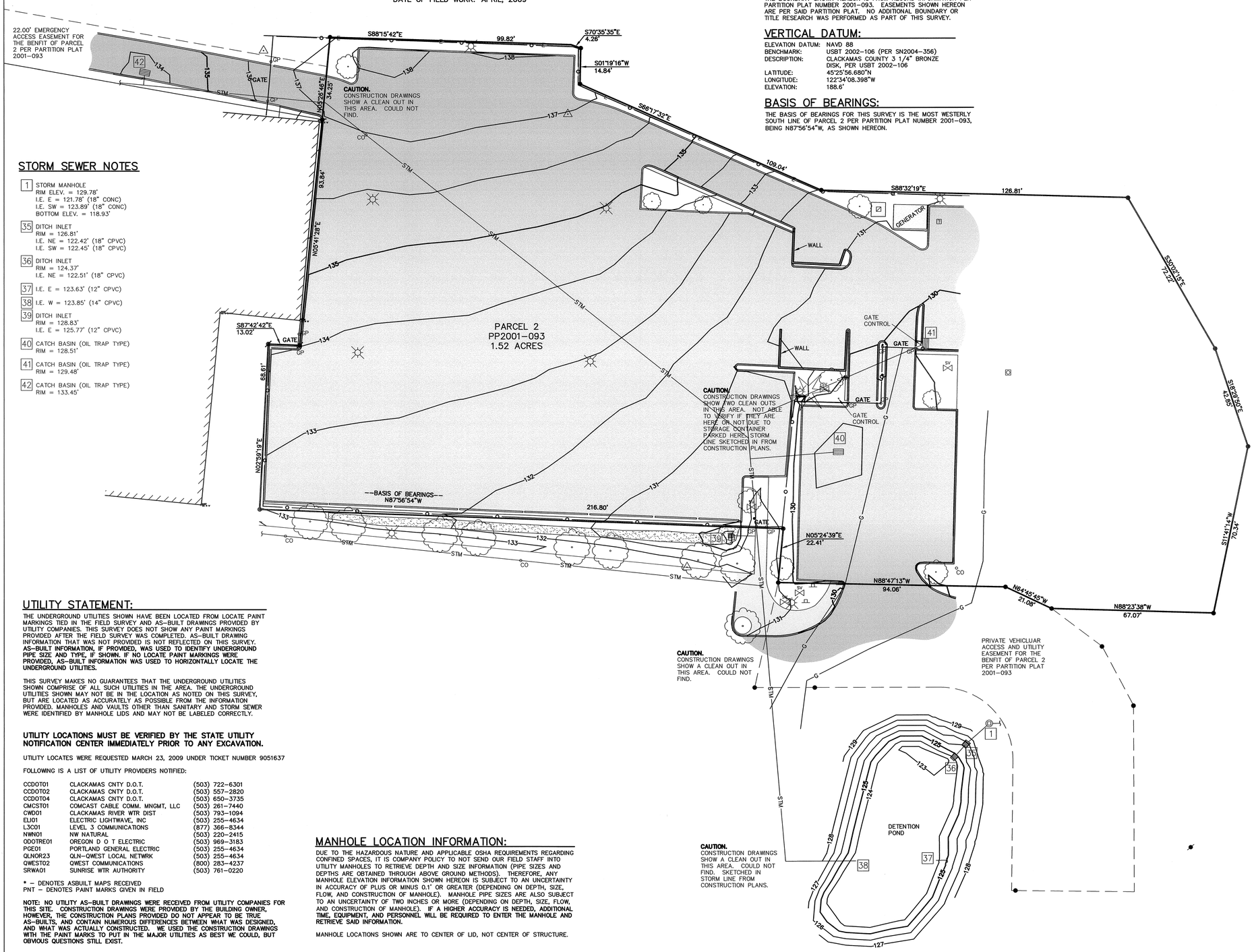
DATE: 17AUG17
REVISIONS:
SCALE: 1/16" = 1'-0"
DRAWN BY: SRB
CHECKED BY:

FM#

SITE

TOPOGRAPHIC SURVEY

PARCEL 2 OF PARTITION PLAT NUMBER 2001–093
LOCATED IN THE N.W. 1/4 OF SECTION 4,
TOWNSHIP 2 SOUTH, RANGE 2 EAST, OF THE WILLAMETTE MERIDIAN,
CLACKAMAS COUNTY, OREGON
DATE OF FIELD WORK: APRIL, 2009



BOUNDARY AND EASEMENT NOTE:

THE BOUNDARY SHOWN HEREON IS FROM RECORD INFORMATION PER PARTITION PLAT NUMBER 2001–093. EASEMENTS SHOWN HEREON ARE PER SAID PARTITION PLAT. NO ADDITIONAL BOUNDARY OR TITLE RESEARCH WAS PERFORMED AS PART OF THIS SURVEY.

VERTICAL DATUM:

ELEVATION DATUM: NAVD 88
BENCHMARK: USBT 2002–106 (PER SN2004–356)
DESCRIPTION: CLACKAMAS COUNTY 3 1/4" BRONZE DISK, PER USBT 2002–106
LATITUDE: 45°25'56.680"N
LONGITUDE: 122°34'08.398"W
ELEVATION: 188.6'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MOST WESTERLY SOUTH LINE OF PARCEL 2 PER PARTITION PLAT NUMBER 2001–093, BEING N87°56'54"W, AS SHOWN HEREON.

STORM SEWER NOTES

1 STORM MANHOLE
RIM ELEV. = 129.78'
I.E. E = 121.78' (18" CONC)
I.E. SW = 123.89' (18" CONC)
BOTTOM ELEV. = 118.93'

35 DITCH INLET
RIM = 126.81'
I.E. NE = 122.42' (18" CPVC)
I.E. SW = 122.45' (18" CPVC)

36 DITCH INLET
RIM = 124.37'
I.E. NE = 122.51' (18" CPVC)

37 I.E. E = 123.63' (12" CPVC)

38 I.E. W = 123.85' (14" CPVC)

39 DITCH INLET
RIM = 128.83'
I.E. E = 125.77' (12" CPVC)

40 CATCH BASIN (OIL TRAP TYPE)
RIM = 128.51'

41 CATCH BASIN (OIL TRAP TYPE)
RIM = 129.48'

42 CATCH BASIN (OIL TRAP TYPE)
RIM = 133.45'

TOPOGRAPHY LEGEND

- STORM SEWER LINE
- W – UNDERGROUND WATER LINE
- E – UNDERGROUND ELECTRICAL LINE
- G – UNDERGROUND GAS LINE
- T – UNDERGROUND TELEPHONE LINE
- OE – OVERHEAD ELECTRICAL LINE
- CHAIN LINK FENCE
- WIRE FENCE
- WOODEN FENCE
- VINYL FENCE
- TRAFFIC SIGNAL POWER LINE
- WETLAND BOUNDARY
- BUILDING LINE
- EXISTING CONCRETE SURFACE
- EXISTING ASPHALT PAVING
- EXISTING GRAVEL SURFACE
- EXISTING DIRT ROAD SURFACE

● = FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "COMPASS CORP.", PER PARTITION PLAT 2001–093 OR 2006–020. HELD UNLESS OTHERWISE NOTED.

= FOUND BRASS SCREW WITH WASHER STAMPED "COMPASS CORP." PER PARTITION PLAT 2001–093. HELD UNLESS OTHERWISE NOTED.

= FOUND 1 1/4" BRASS PLUG STAMPED "COMPASS ENGR" PER PARTITION PLAT 2006–020. HELD UNLESS OTHERWISE NOTED.

◉ = FOUND AS NOTED. HELD UNLESS OTHERWISE NOTED.

(R&M) = RECORD AND MEASURED DISTANCE

SN = SURVEY NUMBER, CLACKAMAS COUNTY SURVEYOR'S OFFICE

IR = IRON ROD

W/YPC = DENOTES WITH YELLOW PLASTIC CAP

W/RPC = DENOTES WITH RED PLASTIC CAP

W/ACAP = DENOTES WITH ALUMINUM CAP

- SP – STANDPIPE AS NOTED
- DITCH INLET
- AREA DRAIN
- CATCH BASIN
- CURB INLET
- SANITARY SEWER MANHOLE
- MAIL BOX
- SIGN
- CONIFEROUS TREE
- DECIDUOUS TREE
- BUSH
- STUMP
- POWER RISER
- PM – POWER METER
- POWER VAULT
- TELEPHONE VAULT
- TELEPHONE RISER
- TELEPHONE MANHOLE
- CABLE TELEVISION RISER
- GUY WIRE
- POWER POLE
- POWER POLE WITH UNDERGROUND
- POWER POLE W/LIGHT
- STREET LIGHT
- LIGHT POLE
- GROUND LIGHT
- GAS VALVE
- GAS METER
- ? – UNDERGROUND VAULT – UNKNOWN PURPOSE
- SIGNAL BOX
- TRAFFIC SIGNAL POLE
- POLE WITH PEDESTRIAN PUSH BUTTON
- SL – TRAFFIC SIGNAL LOOP
- TEST PIT
- WETLAND FLAG
- GP – GATE POST
- CO – CLEAN OUT
- BOL – BOLLARD
- SSCO – SANITARY SEWER CLEANOUT
- SPIGOT
- SPRINKLER VALVE
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- WATER VAULT
- FIRE DEPARTMENT CONNECTION

GRAPHIC SCALE
0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM LOCATE PAINT MARKINGS TIED IN THE FIELD SURVEY AND AS–BUILT DRAWINGS PROVIDED BY UTILITY COMPANIES. THIS SURVEY DOES NOT SHOW ANY PAINT MARKINGS PROVIDED AFTER THE FIELD SURVEY WAS COMPLETED. AS–BUILT DRAWING INFORMATION THAT WAS NOT PROVIDED IS NOT REFLECTED ON THIS SURVEY. **AS–BUILT INFORMATION, IF PROVIDED, WAS USED TO IDENTIFY UNDERGROUND PIPE SIZE AND TYPE, IF SHOWN. IF NO LOCATE PAINT MARKINGS WERE PROVIDED, AS–BUILT INFORMATION WAS USED TO HORIZONTALLY LOCATE THE UNDERGROUND UTILITIES.**

THIS SURVEY MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE OF ALL SUCH UTILITIES IN THE AREA. THE UNDERGROUND UTILITIES SHOWN MAY NOT BE IN THE LOCATION AS NOTED ON THIS SURVEY, BUT ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION PROVIDED. MANHOLES AND VAULTS OTHER THAN SANITARY AND STORM SEWER WERE IDENTIFIED BY MANHOLE LIDS AND MAY NOT BE LABELED CORRECTLY.

UTILITY LOCATIONS MUST BE VERIFIED BY THE STATE UTILITY NOTIFICATION CENTER IMMEDIATELY PRIOR TO ANY EXCAVATION.

UTILITY LOCATES WERE REQUESTED MARCH 23, 2009 UNDER TICKET NUMBER 9051637

FOLLOWING IS A LIST OF UTILITY PROVIDERS NOTIFIED:

CCDOT01	CLACKAMAS CNTY D.O.T.	(503) 722–6301
CCDOT02	CLACKAMAS CNTY D.O.T.	(503) 557–2820
CCDOT04	CLACKAMAS CNTY D.O.T.	(503) 650–3735
CMCST01	COMCAST CABLE COMM. MNGMT, LLC	(503) 261–7440
CWD01	CLACKAMAS RIVER WTR DIST	(503) 793–1094
ELI01	ELECTRIC LIGHTWAVE, INC	(503) 255–4634
L3C01	LEVEL 3 COMMUNICATIONS	(877) 366–8344
NWN01	NW NATURAL	(503) 220–2415
ODOTRE01	OREGON D O T ELECTRIC	(503) 969–3183
PGE01	PORTLAND GENERAL ELECTRIC	(503) 255–4634
QLNOR23	QLN–QWEST LOCAL NETWRK	(503) 255–4634
QWEST02	QWEST COMMUNICATIONS	(800) 283–4237
SRWA01	SUNRISE WTR AUTHORITY	(503) 761–0220

* – DENOTES ASBUILT MAPS RECEIVED
PNT – DENOTES PAINT MARKS GIVEN IN FIELD

NOTE: NO UTILITY AS–BUILT DRAWINGS WERE RECEIVED FROM UTILITY COMPANIES FOR THIS SITE. CONSTRUCTION DRAWINGS WERE PROVIDED BY THE BUILDING OWNER, HOWEVER, THE CONSTRUCTION PLANS PROVIDED DO NOT APPEAR TO BE TRUE AS–BUILTS, AND CONTAIN NUMEROUS DIFFERENCES BETWEEN WHAT WAS DESIGNED, AND WHAT WAS ACTUALLY CONSTRUCTED. WE USED THE CONSTRUCTION DRAWINGS WITH THE PAINT MARKS TO PUT IN THE MAJOR UTILITIES AS BEST WE COULD, BUT OBVIOUS QUESTIONS STILL EXIST.

MANHOLE LOCATION INFORMATION:

DUE TO THE HAZARDOUS NATURE AND APPLICABLE OSHA REQUIREMENTS REGARDING CONFINED SPACES, IT IS COMPANY POLICY TO NOT SEND OUR FIELD STAFF INTO UTILITY MANHOLES TO RETRIEVE DEPTH AND SIZE INFORMATION (PIPE SIZES AND DEPTHS ARE OBTAINED THROUGH ABOVE GROUND METHODS). THEREFORE, ANY MANHOLE ELEVATION INFORMATION SHOWN HEREON IS SUBJECT TO AN UNCERTAINTY IN ACCURACY OF PLUS OR MINUS 0.1' OR GREATER (DEPENDING ON DEPTH, SIZE, FLOW, AND CONSTRUCTION OF MANHOLE). MANHOLE PIPE SIZES ARE ALSO SUBJECT TO AN UNCERTAINTY OF TWO INCHES OR MORE (DEPENDING ON DEPTH, SIZE, FLOW, AND CONSTRUCTION OF MANHOLE). **IF A HIGHER ACCURACY IS NEEDED, ADDITIONAL TIME, EQUIPMENT, AND PERSONNEL WILL BE REQUIRED TO ENTER THE MANHOLE AND RETRIEVE SAID INFORMATION.**

MANHOLE LOCATIONS SHOWN ARE TO CENTER OF LID, NOT CENTER OF STRUCTURE.

SRA–38

SURVEY PREPARED BY:

4/15/2009
REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JANUARY 10, 2006
PAUL D. GALLI
76970
RENEWAL DATE 6–30–09

Harper Houf Peterson Righellis Inc.
ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS SURVEYORS
205 SE SPOKANE STREET, SUITE 200, PORTLAND, OR 97202
TEL 503.221.1131 www.hhpr.com FAX 503.221.1171

SHEET 1 OF 1

EXHIBIT A

See page 510-18 for set-backs

510 NEIGHBORHOOD COMMERCIAL (NC), COMMUNITY COMMERCIAL (C-2), REGIONAL CENTER COMMERCIAL (RCC), RETAIL COMMERCIAL (RTL), CORRIDOR COMMERCIAL (CC), GENERAL COMMERCIAL (C-3), PLANNED MIXED USE (PMU), STATION COMMUNITY MIXED USE (SCMU), OFFICE APARTMENT (OA), OFFICE COMMERCIAL (OC), AND REGIONAL CENTER OFFICE (RCO) DISTRICTS

510.01 PURPOSE

Section 510 is adopted to implement the policies of the Comprehensive Plan for the Neighborhood Commercial zoning district and Community Commercial, Regional Center Commercial, Retail Commercial, Corridor Commercial, General Commercial, Planned Mixed Use, Station Community Mixed Use, Office Apartment, Office Commercial, and Regional Center Office areas.

510.02 APPLICABILITY

Section 510 applies to land in the Neighborhood Commercial (NC) Community Commercial (C-2), Regional Center Commercial (RCC), Retail Commercial (RTL), Corridor Commercial (CC), General Commercial (GC), Planned Mixed Use (PMU), Station Community Mixed Use (SCMU), Office Apartment (OA), Office Commercial (OA), and Regional Center Office (RCO) Districts, hereinafter collectively referred to as the urban commercial and mixed-use zoning districts.

510.03 USES PERMITTED

Uses permitted in each zoning district are listed in Table 510-1, *Permitted Uses in the Urban Commercial and Mixed-Use Zoning Districts*. In addition, uses similar to one or more of the listed uses for the applicable zoning district may be authorized pursuant to Section 106, *Authorization of Similar Uses*.

A. As used in Table 510-1:

1. "P" means the use is a primary use.

2. "A" means the use is an accessory use.

3. "L" means the use is a limited use and shall be developed concurrently with or after a primary use is developed on the same site.

4. "C" means the use is a conditional use, approval of which is subject to Section 1203, *Conditional Use*.

5. "S" means the use may be authorized only pursuant to Section 106; however, identifying a use as "S" does not indicate that any determination has been made regarding whether the use will be authorized pursuant to Section 106.

6. "X" means the use is prohibited.

7. Numbers in superscript correspond to the notes that follow Table 510-1.

B. If a use is identified in Table 510-1 as prohibited, it is prohibited even if it also falls within a broader use description that is permitted in the applicable zoning district. For example, a car wash may be prohibited even if commercial services in general are permitted.

C. If a use is included in more than one use description in Table 510-1, the more specific listing applies. For example, if a car wash is a conditional use, but commercial services in general are a primary use, the car wash shall be reviewed as a conditional use. Notwithstanding this provision, a use may be included in two of the following categories because it is allowed with fewer restrictions in one category than another: primary, accessory, limited, and conditional. In that case, the use may be approved in either category, to the extent that it complies with the respective approval criteria. For example, daycare facilities may be permitted as a limited use with a maximum building floor area and as a conditional use without a maximum building floor area.

D. Permitted uses are subject to the applicable provisions of Subsection 510.04, *Dimensional Standards*, Subsection 510.05, *Development Standards*, Section 1000, *Development Standards*, and Section 1100, *Development Review Process*.

Table 510-1: Permitted Uses in the Urban Commercial and Mixed-Use Zoning Districts

Use	NC	C-2	RCC	RTL	CC	C-3	PMU[1]	SCMU	OA[2,3]	OC	RCO
Accessory Uses, Customarily Permitted, including bicycle racks, cogeneration facilities, meeting facilities, property management and maintenance offices, rainwater collection systems, satellite dishes, solar energy systems, storage of building maintenance and landscape maintenance equipment, and transit amenities	A	A	A	A	A	A	A	A	A	A	A
Accessory Uses, Customarily Permitted Accessory to a Dwelling[4], such as amateur (Ham) radio towers; arbors; carports; citizen band transmitters and antennas; community meeting rooms; courtyards; decks; decorative ponds; driveways; family daycare providers; garages; garden sheds; gazebos; HVAC units; outdoor kitchens; parking areas; patios; pergolas; pet enclosures; plazas; recreational facilities, such as bicycle trails, children's play structures, dance studios, exercise studios, playgrounds, putting greens, recreation and activity rooms, saunas, spas, sport courts, swimming pools, and walking trails; self-service laundry facilities; shops; storage buildings/rooms; television antennas and receivers; trellises; and utility service equipment	A	A	A	A	A	A	A	A	A	A	A
Assembly Facilities, including auditoriums, churches, community centers, convention facilities, exhibition halls, fraternal organization lodges, senior centers, and theaters for the performing arts[5]	C	P	P,C[41]	P	P	P	P	P	S	P,C[41]	P,C[41]
Bed and Breakfast Residences and Inns, subject to Section 832	P	P	X	P	P	P	X	X	X	P	X

Added 10/13/14

Use	NC	C-2	RCC	RTL	CC	C-3	PMU[1]	SCMU	OA[2,3]	OC	RCO
Bus Shelters, subject to Section 823	A	A	P	P	P	P	P	P	A	P	P
Civic and Cultural Facilities, including art galleries, libraries, museums, and visitor centers	P	P	P	P	P	P	P	P	P	P	P
Congregate Housing Facilities	X	X	P[6,7]	P[8]	P[8]	P[8]	P	P	L	P[8]	P[6,7]
Daycare Facilities, subject to Section 807	P	P	P	P	P	P	P	P	P	L[10],C	L[11],C
Daycare Services, Adult	P	P	P	P	P	P	P	P	P	L[10],C	L[11],C
Drive-Thru Window Services, subject to Section 827	C	A	A[12]	A	A	A	A[13]	X	X	A[13]	A[13]
Dwellings, Attached Single-Family	X	A	X	A	X	A	P	P	L[14]	X	X
Dwellings, Detached Single-Family	A	A	X	A	X	A	X	X	X	X	X
Dwellings, Multifamily	X	X	P[6]	P[8]	P[8]	P[8]	P	P	L[9]	P[8]	P[6]
Dwellings, Three-Family	X	X	X	P	P	P	P	P	L[9]	P[8]	X
Dwellings, Two-Family	X	A	X	P	P	P	P	P	L[9]	P[8]	X
Electric Vehicle Charging Stations	A,C	P	A	A,C	P	P	A	A	A	A	A
Employee Amenities, including cafeterias, clinics, daycare facilities[15], fitness facilities, lounges, and recreational facilities	A	A	A	A	A	A	A	A	A[16]	A[16]	A[16]
Entertainment Facilities, including arcades, billiard halls, bowling alleys, miniature golf courses, and movie theaters	C[17]	P[17]	P[17]	P	P	P	P[17]	P[17,18]	S	C[17,32]	L[11,17]
Financial Institutions, including banks, brokerages, credit unions, loan companies, and savings and loan associations	P	P	P	P	P	P	P	P	P	P	P
Fitness Facilities, including athletic clubs, exercise studios, gymnasiums, and health clubs	P[17]	P[17]	P[17]	P	P	P	P[17]	P[17,18]	L[17,38]	C[17]	L[17,19]

Use	NC	C-2	RCC	RTL	CC	C-3	PMU[1]	SCMU	OA[2,3]	OC	RCO
Government Uses, including fire stations, police stations, and post offices	C	P	P	P	P	P	P	P	P	P	P
Heliports	X	X	C[20]	C	C	C	X	X	X	C[20]	C[20]
Helistops	X	X	C[20]	C	C	C	C	C	X	C[20]	C[20]
Home Occupations, subject to Section 822	A	A	A	A	A	A	A	A	A	A	A
Hospitals, subject to Section 809	X	X	X	X	X	X	X	X	X	C	C
Hotels	P	P	P	P	P	P	P	P[18]	S	L[10,21],C[21]	P[21]
Hydroelectric Facilities, subject to Section 829	X	C	X	C	X	C	X	X	X	X	X
Manufacturing, including the mechanical, physical, or chemical transformation of materials, substances, or components into new products; and the assembly of component parts. Primary processing of raw materials is prohibited.	S[39]	S[40]	S	S	P	P	S	P[22,23]	S	P[24]	S
Mobile Vending Units, subject to Section 837	P	P	P	P	P	P	P	P	A[25]	A[25]	A[25]
Motels	P	P	P	P	P	P	P	P[18]	S	L[10,26],C[26]	L[11]
Multi-Use Developments, subject to Section 1016	X	X	X	X	X	C	X	X	X	C	X
Nursing Homes, subject to Section 810	X	X	X	X	X	X	P	P	L	X	X
Offices, including administrative, business, corporate, governmental, and professional offices. Examples include offices for the following: architectural services, business management services, call centers, employment agencies, engineering services, governmental services, insurance services, legal services, manufacturer's representatives, office management services, property management services, real estate agencies, and travel agencies.	P	P	P	P	P	P	P	P	P	P	P

Added 10/13/14

Use	NC	C-2	RCC	RTL	CC	C-3	PMU[1]	SCMU	OA[2,3]	OC	RCO
Offices and Outpatient Clinics—both of which may include associated pharmacies and laboratories—for healthcare services, such as acupuncture, chiropractic, counseling, dental, massage therapy, medical, naturopathic, optometric, physical therapy, psychiatric, occupational therapy, and speech therapy.	P	P	P	P	P	P	P	P	P	P	P
Parking Lots	A	A	A	A	P	P	A	A	A	P[27]	A
Parking Structures	X	A[28]	P[27]	P[27]	P	P	A	A	A[28]	P[27]	P[27]
Parks, Government-Owned, including amphitheaters; arboreta; arbors, decorative ponds, fountains, gazebos, pergolas, and trellises; ball fields; bicycle and walking trails; bicycle parks and skate parks; boarding or riding stables; boat moorages and ramps; community buildings and grounds; community and ornamental gardens; courtyards and plazas; fitness and recreational facilities, such as exercise equipment, gymnasiums, and swimming pools; miniature golf, putting greens, and sports courts; nature preserves and wildlife sanctuaries; picnic areas and structures; play equipment and playgrounds; tables and seating; and similar recreational uses. Accessory uses to a park may include concessions, maintenance facilities, restrooms, and similar support uses.	P	P	P	P	P	P	P	P	P	P	P
Pedestrian Amenities	P	P	P	P	P	P	P	P	P	P	P
Public Utility Facilities	S	C	C[29]	C[29]	C	C	S	S	S	S	S
Race Tracks, Outdoor	X	X	X	X	X	C	X	X	X	X	X
Radio and Television Studios, excluding transmission towers	C	P	P	P	P	P	P	P	S	P	P

Use	NC	C-2	RCC	RTL	CC	C-3	PMU[1]	SCMU	OA[2,3]	OC	RCO
Radio and Television Transmission and Receiving Towers and Earth Stations[30]	S	C	S	S	C	C	S	S	S	S	S
Radio and Television Transmission and Receiving Earth Stations	S	C	C	C	C	C	A	S	S	S	S
Recreational Sports Facilities for such sports as basketball, dance, gymnastics, martial arts, racquetball, skating, soccer, swimming, and tennis. These facilities may be used for any of the following: general recreation, instruction, practice, and competitions.	P[17]	P[17]	P[17]	P	P	P	P[17]	P[17,18]	S	C[17]	L[17,19]
Recyclable Drop-Off Sites, subject to Section 819	A	A	X	X	A	A	X	X	X	X	X
Research Facilities and Laboratories, including medical laboratories, medical research, product design and testing, and product research and development	S	S	S	S	P	P	P[24]	P	P[31]	P[31]	P[24]
Retailing—whether by sale, lease, or rent—of new or used products	S	S	P	P	P	P	P	P[18]	S	C[32]	L[11]

Use	NC	C-2	RCC	RTL	CC	C-3	PMU[1]	SCMU	OA[2,3]	OC	RCO
Retailing—whether by sale, lease, or rent—of any of the following new or used products: apparel, appliances, art, art supplies, beverages, bicycle supplies, bicycles, books, cameras, computers, computer supplies, cookware, cosmetics, dry goods, electrical supplies, electronic equipment, flowers, food, furniture, garden supplies, hardware, interior decorating materials, jewelry, linens, medications, music (whether recorded or printed), musical instruments, nutritional supplements, office supplies, optical goods, paper goods, periodicals, pet supplies, pets, plumbing supplies, photographic supplies, signs, small power equipment, sporting goods, stationery, tobacco, toiletries, tools, toys, vehicle supplies, and videos.	P	P	P	P	P	P	P	P[18]	S	C[32]	L[11]
Retailing—whether by sale, lease, or rent—of any of the following new or used products: all-terrain vehicles, automobiles, light trucks, motorcycles, and snowmobiles	S	S	P	P	P	P	X	X	X	C[32]	L[11]
Retailing—whether by sale, lease, or rent—of any of the following new or used products: boats; heavy trucks such as dump trucks, moving trucks, and truck tractors; large cargo trailers such as semitrailers; large construction equipment such as backhoes and bulldozers; large farm equipment such as tractors and combines; large forestry equipment; large mineral extraction equipment; manufactured dwellings; recreational vehicles; and residential trailers	X	X	X	P	P	P	X	X	X	X	X
Schools[33]	P[34]	P[34]	P	P	P	P	P	P	L[35]	P	P

Added 10/13/14

Use	NC	C-2	RCC	RTL	CC	C-3	PMU[1]	SCMU	OA[2,3]	OC	RCO
Service Stations, subject to Section 820	C	P	X	C	P	P	X	X	X	X	X
Services, Business, including computer rental workstations; leasing, maintenance, repair, and sale of communications and office equipment; mailing; notary public; photocopying; and printing	P	P	P	P	P	P	P	P	P	P	P
Services, Commercial	S	S	P	P	P	P	P	P[18]	S	C[32]	L[11]
Services, Commercial—Car Washes	S	S	X	C	P	P	P	X	X	X	X
Services, Commercial—Construction and Maintenance, including contractors engaged in construction and maintenance of electrical and plumbing systems	C	P	P	P	P	P	P	S	S	C[32]	L[11]
Services, Commercial—Food and Beverage, including catering and eating and drinking establishments	P	P	P	P	P	P	P	P[18]	L[38]	L[10],C[36]	L[11]
Services, Commercial—Maintenance and Repair of any of the following: bicycles, electronic equipment, musical instruments, optical goods, signs, small power equipment, and sporting goods	P	P	P	P	P	P	P	P[18]	S	C[32]	L[11]
Services, Commercial—Maintenance and Repair of any of the following: all-terrain vehicles, automobiles, light trucks, motorcycles, and snowmobiles	C	P	P	P	P	P	X	X	X	C[32]	L[11]

Use	NC	C-2	RCC	RTL	CC	C-3	PMU[1]	SCMU	OA[2,3]	OC	RCO
Services, Commercial—Maintenance and Repair of any of the following: boats; heavy trucks such as dump trucks, moving trucks, and truck tractors; large cargo trailers such as semitrailers; large construction equipment such as backhoes and bulldozers; large farm equipment such as tractors and combines; large forestry equipment; large mineral extraction equipment; manufactured dwellings; recreational vehicles; and residential trailers	X	X	X	P	P	P	X	X	X	X	X
Services, Commercial—Miscellaneous, including food lockers, interior decorating, locksmith, upholstering, and veterinary	P	P	P	P	P	P	P	P[18]	S	C[32]	L[11]
Services, Commercial—Personal and Convenience, including barbershops, beauty salons, dry cleaners, laundries, photo processing, seamstresses, shoe repair, tailors, tanning salons, and video rental. Also permitted are incidental retail sales of products related to the service provided.	P	P	P	P	P	P	P	P[18]	L[38]	L[10]	L[11]
Services, Commercial—Mini-Storage/Self-Storage Facilities	S	S	X	C	P	P	X	X	S	X	X
Services, Commercial—Storage of any of the following: all-terrain vehicles, automobiles, light trucks, motorcycles, and snowmobiles	S	S	X	C	P	P	X	X	X	X	X

Use	NC	C-2	RCC	RTL	CC	C-3	PMU[1]	SCMU	OA[2,3]	OC	RCO
Services, Commercial—Storage of any of the following: boats; heavy trucks such as dump trucks, moving trucks; and truck tractors; large cargo trailers such as semitrailers; large construction equipment such as backhoes and bulldozers; large farm equipment such as tractors and combines; large forestry equipment; large mineral extraction equipment; manufactured dwellings; recreational vehicles; and residential trailers	X	X	X	C	P	P	X	X	X	X	X
Services, Commercial—Studios of the following types: art, dance, and music	P	P	P	P	P	P	P	P[18]	S	P	P
Services, Commercial—Truck Stops	X	X	X	X	P	P	X	X	X	X	X
Services, Information, including blueprinting, bookbinding, photo processing, photo reproduction, printing, and publishing	S	S	S	S	P	P	P	P[22]	P	P	P
Signs, subject to Section 1010	A[37]	A[37]	A[37]	A[37]	A[37]	A[37]	A[37]	A[37]	A[37]	A[37]	A[37]
Stadiums, Outdoor	X	X	X	X	X	C	X	X	X	X	X
Telephone Exchanges	S	C	C	C	C	C	S	S	S	S	S
Temporary Buildings for Uses Incidental to Construction Work, provided that such buildings shall be removed upon completion or abandonment of the construction work	A	A	A	A	A	A	A	A	A	A	A
Temporary Storage within an Enclosed Structure of Source-Separated Recyclable/Reusable Materials Generated and/or Used On-site Prior to On-site Reuse or Removal by the Generator or Licensed or Franchised Collector to a User or Broker	A	A	A	A	A	A	A	A	A	A	A

Added 10/13/14

Use	NC	C-2	RCC	RTL	CC	C-3	PMU[1]	SCMU	OA[2,3]	OC	RCO
Transit Facilities, including transit centers, transit park-and-rides, transit stations, and transit stops	S	S	P	P	P	P	P	P	S	P	P
Utility Carrier Cabinets, subject to Section 830	P	P	P	P	P	P	P	P	P	P	P
Wireless Telecommunication Facilities listed in Subsection 835.04, subject to Section 835	P	P	P	P	P	P	P	P	P	P	P
Wireless Telecommunication Facilities listed in Subsection 835.05, subject to Section 835	P	P	P	P	P	P	P	X	P	P	P
Wireless Telecommunication Facilities listed in Subsection 835.06(A), subject to Section 835	C	X	X	X	X	X	X	X	X	X	X

[1] Required primary uses for each Planned Mixed Use site are listed in Table 510-3, *Site-Specific Requirements for the PMU District*.

[2] A minimum of 60 percent of the total building floor area on a site shall be primary use(s).

[3] A maximum of 40 percent of the total building floor area on a site may be limited use(s). Limited uses may be allowed as part of a development when developed concurrently with, or after, the primary use(s).

[4] These uses shall be for residents—and their nonpaying guests and on-site employees—and shall not be permitted for commercial purposes.

[5] Churches are not subject to Section 804, *Churches*.

[6] Freestanding congregate housing facilities and freestanding multifamily dwellings are subject to the development and dimensional standards applicable to congregate housing facilities and multifamily dwellings in the RCHDR District. This requirement does not apply to congregate housing facilities or multifamily dwellings in a mixed-use building.

[7] A congregate housing facility shall have a minimum of four dwelling units.

[8] Freestanding congregate housing facilities and freestanding multifamily dwellings are subject to the development and dimensional standards applicable to congregate housing facilities and multifamily dwellings in the HDR District. With the exception of compliance with the maximum density standard, this requirement does not apply to congregate housing facilities or multifamily dwellings in a mixed-use building.

[9] Two-family, three-family and multifamily dwellings, subject to the density standards of the MR-2 District, may be developed in the same building as a primary use.

[10] The maximum combined building floor area of the use, and any other limited uses, shall be 20 percent of the building floor area of primary uses in the same development.

[11] The use is permitted only in a multistory building with a primary use—up to a maximum building floor area equal to the building floor area of the first floor—or on the ground-level floor of a freestanding parking structure. However, a freestanding eating and drinking establishment shall be allowed in conjunction with a primary use in the same development, subject to the following criteria:

a. The building floor area of the freestanding eating and drinking establishment shall not exceed 5,000 square feet.

b. If the primary use in the same development is an office use, as defined in Note 27 to Table 510-2, *Dimensional Standards in the Urban Commercial and Mixed-Use Zoning Districts*, the floor area ratio of the development, including the eating and drinking establishment, shall comply with the minimum floor area ratio standard for primary office uses in Table 510-2.

c. If the primary use in the same development is a multifamily dwelling or a congregate housing facility, the acreage developed with the eating and drinking establishment, and any parking or accessory structures that are used exclusively for the eating and drinking establishment, may be subtracted from the total acreage when calculating minimum density pursuant to Table 510-2.

d. The eating and drinking establishment shall be developed concurrently with or after a primary use is developed on the site.

[12] Drive-thru window service is prohibited on streets designated as Main Streets on Comprehensive Plan Map X-CRC-3, *Clackamas Regional Center Area Design Plan, Urban Design Elements*.

[13] Drive-thru window service is permitted only if it is accessory to a financial institution and only if the financial institution is not on a street designated as a Main Street on Comprehensive Plan Map X-CRC-3.

[14] Attached single-family dwellings, subject to the density standards of the VTH District, may be developed in the same building as a primary use.

[15] Daycare facilities as an employee amenity are not subject to Section 807.

[16] Employee amenities shall be located in the same structure as the use to which they are accessory.

[17] Only indoor facilities are permitted.

[18] A maximum of 40,000 square feet of ground-floor building floor area may be occupied by any one business, regardless of the number of buildings occupied by that business. In addition, the total ground-floor building floor area occupied by any combination of uses subject to Note 18 to Table 510-1 shall not exceed 40,000 square feet in a single building.

[19] The use may be allowed in conjunction with a primary use on the site, subject to the following criteria:

a. If the primary use on the site is an office use, the minimum floor area ratio (FAR) standard of Table 510-2 may be modified as follows for a lot of greater than two and one-half acres in size:

i. The minimum FAR for the office use shall be 0.75; and

ii. The minimum FAR for the fitness facility or recreational sports facility and the office use combined shall be 1.0.

b. If the primary use on the site is a multifamily dwelling, the site area developed with the fitness facility or recreational sports facility and any parking or accessory structures used exclusively for the fitness facility or recreational sports facility shall be included in the net acreage when calculating minimum density pursuant to Table 510-2.

c. The fitness facility or recreational sports facility shall be developed concurrently with or after a primary use is developed on the site.

[20] This use is permitted only in conjunction with a primary or another conditional use.

[21] Also permitted are associated gift shops, newsstands, and eating and drinking establishments, all of which shall be located in the same building as the hotel.

[22] These uses are permitted with a maximum of 10,000 square feet of building floor area per building, if part of a mixed-use development and if the combined building floor area of the use, and any other uses subject to Note 22 of Table 510-1, does not exceed 25 percent of the building floor area of the mixed-use development.

[23] Manufacturing of the following is prohibited: explosive devices; incendiary devices; and renewable fuel resources, such as alcohol, biomass, and methanol.

[24] This use is permitted only if it has physical and operational requirements that are similar to those of other primary uses allowed in the same zoning district.

[25] Only level one mobile vending units are permitted.

[26] Also permitted are associated gift shops, newsstands, and eating and drinking establishments, all of which shall be located in the same building as the motel.

[27] The parking structure is permitted to serve only developments located in the same zoning district as the subject property.

[28] This use is limited to understructure parking.

[29] Only substations are permitted.

[30] The base of such towers shall not be closer to the property line than a distance equal to the height of the tower.

[31] No operation shall be conducted or equipment used which would create hazards and/or noxious or offensive conditions.

[32] The maximum combined building floor area of the use, any limited uses, and any other uses subject to Note 32 to Table 510-1, shall be 20 percent of the building floor area of primary uses in the same development.

[33] Schools are not subject to Section 805, *Schools*.

[34] Only commercial schools are permitted.

[35] Schools shall be limited to no more than 30 percent of the total building floor area on a site.

[36] An eating and drinking establishment may be permitted as a conditional use, provided that it complies with a minimum of five of the following criteria:

a. Has a minimum seating capacity of 75;

b. Specializes in gourmet, ethnic, or specialty cuisine;

c. Includes banquet facilities and services;

d. Provides live entertainment at least two nights a week;

e. Utilizes custom architectural design and/or collections of artistic, cultural, or historic items to produce a distinctive thematic decor or atmosphere;

f. Has an Oregon Liquor Control Commission license to serve beer and wine; or

g. Employs only chefs who have graduated from a recognized culinary institute, or who have outstanding qualifications or reputations for their culinary skills.

[37] Temporary signs regulated under Subsection 1010.13(A) are a primary use.

[38] An individual use shall not exceed 2,500 square feet of building floor area. In addition, the maximum combined building floor area of an individual use, and any other uses subject to Note 38 to Table 510-1, shall be 10 percent of the total building floor area in the same development.

[39] In the NC District, sign production is a conditional use.

[40] In the C-2 District, sign production is a permitted use.

[41] An assembly facility with a maximum capacity of more than 500 people is a conditional use.

510.04 DIMENSIONAL STANDARDS

Dimensional standards applicable in the urban commercial and mixed-use zoning districts are listed in Table 510-2, *Dimensional Standards in the Urban Commercial and Mixed-Use Zoning Districts*. The standards of Table 510-2 may be modified pursuant to Section 800, *Special Use Requirements*; Section 902, *Lot Size Exceptions*; Section 903, *Setback Exceptions*; Section 904, *Other Exceptions*; Section 1107, *Property Line Adjustments*; and Section 1205, *Variance*. As used in Table 510-2, numbers in superscript correspond to the notes that follow Table 510-2.

Table 510-2: Dimensional Standards in the Urban Commercial and Mixed-Use Zoning Districts

Standard	NC	C-2	RCC	RTL[1]	CC	C-3	PMU	SCMU	OA	OC[1]	RCO
Minimum Lot Size	7,260 square feet[2,3]	None	1 acre[3,4]	½ acre[4,5]	None	None	PMU1: None PMU2: 2 acres PMU3: 3 acres PMU4: ½ acre PMU5: 10 acres PMU6: 5 acres	½ acre[3,6]	None	1 acre[4,5]	2½ acres[3,4]
Minimum Street Frontage	None	None	None	None	None	None	None	100 feet[7]	None	None	None
Maximum Front Yard Depth	20 feet[8]	20 feet[8]	20 feet[9,10]	20 feet[8]	20 feet[8]	20 feet[8]	20 feet[9,10,11]	See Subsection 1005.10	20 feet[8]	20 feet[8]	20 feet[9,10]

Standard	NC	C-2	RCC	RTL[1]	CC	C-3	PMU	SCMU	OA	OC[1]	RCO
Minimum Front Yard Depth	0	15 feet	5 feet[12]	15 feet	15 feet	15 feet	None	See Subsection 1005.10	10 feet	15 feet	5 feet[12]
Minimum Rear Yard Depth	0	0[13]	0[14]	0[15]	0[15]	0[15]	0[11,13]	See Subsection 1005.10	10 feet[16]	10 feet[17]	0[18]
Minimum Side Yard Depth	0	0[19]	0[19]	0[20]	0[20]	0[20]	0[11,19]	See Subsection 1005.10	6 feet[21]	10 feet[22]	0[19]
Maximum Building Height	35 feet	None[23]	None	None	None	None	None	None	45 feet	None[24]	None
Minimum Floor Area Ratio	None	None	0.3 for a retail development; 0.5 for an office development[25]	None	None	None	None, except as set forth in Table 510-3	None	None	None	0.5 for primary office uses on lots of 2½ acres or less; 1.0 for primary office uses on lots greater than 2½ acres[25, 26, 27]

Standard	NC	C-2	RCC	RTL[1]	CC	C-3	PMU	SCMU	OA	OC[1]	RCO
Maximum Building Floor Area per Use	5,000 square feet	None	None	None	None	None	None, except as set forth in Subsection 510.05(I)(1)	None	None	None	None
Minimum Density	None	None	30 dwelling units per net acre for freestanding multifamily dwellings and freestanding congregate housing facilities; none if these uses are in a building with another primary use[28]	None	None	None	None, except as set forth in Table 510-3	20 dwelling units per net acre for residential development; none for mixed-use development[28]	None	None	30 dwelling units per net acre for freestanding multifamily dwellings and freestanding congregate housing facilities; none if these uses are in a building with another primary use or with a limited use other than a fitness facility or a freestanding restaurant[28]

Notes to Table 510-2:

1 The dimensional standards, as well as the minimum landscaped area standard in Table 1009-1, *Minimum Landscaped Area*, may be modified as part of a design review approval pursuant to Section 1102, if such modification is consistent with the goals and policies of the Comprehensive Plan. The effect of the proposed modification on the natural features of the subject property and the use and preservation of solar access shall be considered, if applicable.

2 The minimum lot size for land with a Comprehensive Plan land use plan designation of Low Density Residential shall be the same as that allowed by the zoning district that applied to the subject property immediately prior to the application of the NC zoning district.

3 The minimum lot size standard applies only to subdivisions, partitions, and property line adjustments. Notwithstanding the minimum lot size standard, an undersized lot of record may be developed, subject to other applicable standards of this Ordinance.

4 No minimum lot size standard applies to a lot created by partition or subdivision or adjusted through a property line adjustment, provided that the newly created or adjusted lot is developed only with a dwelling classified as a nonconforming use and uses accessory to that dwelling.

5 The minimum lot size standard applies to subdivisions, partitions, and property line adjustments. Notwithstanding the minimum lot size standard, an undersized lot of record may be developed with primary, accessory, and limited uses, provided that the lot of record is physically separated from all other undeveloped or underdeveloped properties in the same zoning district as the subject property. In addition, contiguous undersized lots of record may be aggregated for development purposes, if such aggregation results in land area equal to or greater than the minimum lot size. Alternatively, contiguous undersized lots of record may be aggregated for development purposes, if such aggregation satisfies the requirement to demonstrate that the undersized site is physically separated from all other undeveloped or underdeveloped properties in the same zoning district as the subject property.

6 The minimum is 2,000 square feet for a lot developed only with an attached single-family dwelling and uses accessory to that dwelling.

7 The minimum street frontage standard applies only to subdivisions, partitions, and property line adjustments. The minimum for a lot of record developed only with an attached single-family dwelling, and uses accessory to that dwelling, shall be 20 feet. A lot of record with frontage on more than one street shall meet the minimum on each street.

8 The maximum front yard depth standard applies only if required by Subsection 1005.03(L).

[9] The maximum front yard depth standard shall be met for all buildings, except as set forth in Note 8 to Table 510-2. However, if a lot has more than one front yard, the standard must be met for only one. A private road used to satisfy the maximum front yard depth standard must comply with the standards in Subsection 1005.08(G). The maximum front yard depth from Main Streets identified on Comprehensive Plan Map X-CRC-3 is 10 feet.

[10] The maximum front yard depth may be exceeded to the minimum extent necessary to accommodate pedestrian amenities. Freestanding parking structures are exempt from the maximum front yard depth, except from Main Streets identified on Comprehensive Plan Map X-CRC-3.

[11] In lieu of complying with the standard, an applicant for master plan or design review approval on a site of 25 acres or larger may submit for approval alternate yard depth standards, which will be reviewed as part of the application. The alternative standards, or any part thereof, shall be approved if they are found to be equally effective as the regular standards in establishing a visual image, sense of place, and quality pedestrian environment for the area.

[12] There is no minimum yard depth from a front lot line that abuts a Main Street identified on Comprehensive Plan Map X-CRC-3.

[13] If the rear yard abuts a residential or OSM zoning district, the minimum shall be 15 feet.

[14] If the rear yard abuts a residential or OSM zoning district, the minimum shall be 35 feet.

[15] If the rear yard abuts a residential or OSM zoning district, the minimum shall be 15 feet plus one foot for each one-foot increase in building height over 35 feet. Height increments of less than one foot shall be rounded up to the nearest foot. For example, if the building height is 38.8 feet, the minimum setback shall be 19 feet.

[16] If the rear yard abuts an Urban Low Density Residential, VR-4/5, or VR-5/7 zoning district, the minimum shall be: 10 feet for the portion of a building that is 25 feet or less in height; 20 feet for the portion of a building that is greater than 25 feet and less than or equal to 35 feet in height; and 40 feet for the portion of a building that is greater than 35 feet and less than or equal to 45 feet in height.

[17] If the rear yard abuts a residential zoning district, the minimum shall be 35 feet.

[18] If the rear yard abuts a residential or OSM zoning district, the minimum shall be 35 feet plus one foot for each one-foot increase in building height over 35 feet. Height increments of less than one foot shall be rounded up to the nearest foot. For example, if the building height is 38.8 feet, the minimum setback shall be 39 feet.

[19] If the side yard abuts a residential or OSM zoning district, the minimum shall be 15 feet.

[20] If the side yard abuts a residential or OSM zoning district, the minimum side yard setback shall be 15 feet plus one foot for each one-foot increase in building height over 35 feet. Height increments of less than one foot shall be rounded up to the nearest foot. For example, if the building height is 38.8 feet, the minimum setback shall be 19 feet.

[21] If the side yard abuts an Urban Low Density Residential, VR-4/5, or VR-5/7 zoning district, the minimum shall be: six feet for the portion of a building that is 25 feet or less in height; 16 feet for the portion of a building that is greater than 25 feet and less than or equal to 35 feet in height; and 40 feet for the portion of a building that is greater than 35 feet and less than or equal to 45 feet in height.

[22] If the side yard abuts a residential zoning district, the minimum shall be 35 feet.

[23] If the subject property abuts a residential or OSM zoning district, the maximum building height shall be 35 feet.

[24] If the building is located less than 100 feet from an Urban Low Density Residential, VR-4/5, or VR-5/7 District, the maximum building height shall be equal to the building's distance from the Urban Low Density Residential, VR-4/5, or VR-5/7 District.

[25] Floor area ratio shall be calculated pursuant to Subsection 1005.03(R).

[26] With an approved master plan, a lot greater than two and one-half acres may be developed in phases provided that the minimum floor area ratio of each phase prior to the final phase is 0.5 and that the minimum floor area ratio of 1.0 is achieved for the entire lot with development of the final phase.

[27] For the purposes of this provision, "office uses" include the following uses from Table 510-1, *Permitted Uses in the Urban Commercial and Mixed-Use Zoning Districts*: Business Services, Financial Institutions, Information Services, Offices, Offices and Outpatient Clinics, and Research Facilities and Laboratories.

[28] Net acreage shall be calculated pursuant to Subsections 1012.08(A) and (B).

510.05 DEVELOPMENT STANDARDS

The following development standards apply:

A. Outdoor Operations in the NC District: In the NC District, primary and accessory uses, including storage of materials, products, or waste, shall be wholly contained within an approved structure.

B. Operational Impacts in the C-2 and C-3 Districts: In the C-2 and C-3 Districts, processes and equipment employed and goods processed or sold shall be limited to those that are not objectionable by reason of odor, dust, smoke, cinders, gas, fumes, noise, vibration, refuse matter, or water-carried wastes.

C. Storage in the C-2 District: In the C-2 District, storage of materials and merchandise shall be confined and contained within completely enclosed buildings.

D. Outdoor Operations in the RCC District: In the RCC District:

1. Primary commercial uses are permitted provided that outdoor display and storage shall be limited to no more than five percent of the building coverage.

2. Outdoor sales and services are prohibited.

E. Outdoor Operations in the RTL District: In the RTL District, primary commercial uses and conditional uses are permitted provided that:

1. Outdoor display and storage shall be limited to no more than five percent of the building coverage.

2. Notwithstanding Subsection 510.05(E)(1), auto body, recreational vehicle, and boat repair businesses shall store within a completely enclosed structure those vehicles and equipment that are damaged or being repaired.

3. Primary commercial uses shall conduct most activities within a completely enclosed structure.

F. Outdoor Sales and Storage in the PMU District: In the PMU District, outdoor sales, except temporary sidewalk sales and sidewalk cafes and food vendors, are prohibited. Also prohibited is permanent outdoor storage of materials or products.

G. Site-Specific Standards in the PMU District: Six sites have a Comprehensive Plan designation of PMU. These sites are designated PMU1 through PMU6 and are identified on Comprehensive Plan Map IV-6, *North Urban Area Land Use Plan Map*. When one of these sites is zoned Planned Mixed Use District, a site number corresponding to the number designated by the Comprehensive Plan is assigned. A PMU site shall comply with the specific standards for that site identified in Table 510-3, *Site-Specific Requirements for the PMU District*. As used in Table 510-3, numbers in superscript correspond to the notes that follow Table 510-3.

Table 510-3: Site-Specific Requirements for the PMU District

Land Uses & Areas Required	PMU1
Office uses[1], minimum square feet	525,000 square feet
Retail, entertainment, hotel, service commercial, theater, or equivalent, minimum square feet	500,000 square feet
Dwelling units, minimum number	200 dwelling units; demonstrate ability to accommodate 600 dwelling units
Public plaza	one-half- to one-acre plaza
Entertainment/recreational facility	
Transit facilities	
Land Uses & Areas Required	**PMU 2, 3, 4, and 5**
Office uses[1] or residential uses[2], minimum site area	50 percent
Office uses[1], minimum floor area ratio (FAR)	0.5 for office uses on lots of two and one-half acres or less; 1.0 for office uses on lots greater than two and one-half acres, calculated pursuant to Subsection 1005.03(R). With a master plan approved pursuant to Subsection 1102.02(B)(2), a lot greater than two and one-half acres may be developed in phases, provided that the minimum floor area ratio of each phase prior to the final phase is 0.5 and that the minimum floor area ratio of 1.0 is achieved for the entire lot with development of the final phase.
Retail uses and service commercial uses, minimum FAR	0.3, calculated pursuant to Subsection 1005.03(R)
Residential density[2]	The minimum density for residential development shall be 30 dwelling units per net acre. Net acreage shall be calculated pursuant to Subsections 1012.08(A) and (B).
Land Uses & Areas Required	**PMU6**
Phase one, minimum FAR	0.3, calculated pursuant to Subsection 1005.03(R)
Subsequent phases, minimum FAR	0.6, calculated pursuant to Subsection 1005.03(R)
Dwelling units, minimum number	395

Notes to Table 510-3:

[1] For the purposes of this provision, "office uses" include the following uses from Table 510-1: Assembly Facilities, Business Services, Cultural Uses, Financial Institutions, Information Services, Offices, Offices and Outpatient Clinics, Radio and Television Studios, Research Facilities and Laboratories, and Schools.

[2] For the purposes of this provision, "residential uses" include the following uses from Table 510-1, *Permitted Uses in the Urban Commercial and Mixed-Use Zoning Districts*: Congregate Housing Facilities, Multifamily Dwellings, and Nursing Homes. However, nursing homes are excluded from the minimum residential density standard.

H. PMU1 Standards: In the PMU District, the following standards apply to site PMU1:

1. May expand the existing mall with retail or other uses;

2. Preserve Phillips Creek and enhance Phillips Creek Greenway;

3. Accommodate and provide proportionate share of streetscape improvements on Monterey Avenue, 82nd Avenue, Sunnyside Road, and the internal circulation network; and

4. Coordinate internal circulation network with the street and transit system.

I. PMU6 Standards: In the PMU District, the following standards apply to site PMU6:

1. Exclusively retail uses larger than 40,000 square feet of gross leasable ground floor area per building or business shall be prohibited, unless it can be otherwise demonstrated through the master planning process that desired levels of transportation connectivity will be provided.

2. The master plan shall contain a minimum of 10 percent useable open space. Open space shall be integral to the master plan. Plans shall emphasize public gathering places such as plazas, neighborhood parks, trails, and other publicly accessible spaces that integrate land use and transportation and contribute toward a sense of place. Where public or common private open space is designated, the following standards apply:

   a. The open space area shall be shown on the master plan and recorded by final plat or separate instrument; and

   b. If approved by the County, the open space shall be conveyed in accordance with one of the following methods:

i. By dedication to the County as publicly owned and maintained open space. Open space proposed for dedication to the County must be acceptable to the County with regard to the size, shape, location, improvement, and environmental condition; or

ii. By leasing or conveying title (including beneficial ownership) to a corporation, homeowners association, or other legal entity, with the County retaining the development rights to the property. The terms of such lease or other instrument of conveyance must include provisions (e.g., maintenance, property tax payment, etc.) suitable to the County.

3. As part of the master plan review required pursuant to Subsection 1102.02(B)(2), a construction phasing plan shall demonstrate that the order in which buildings identified in the master plan will be constructed complies with the following:

a. Nonresidential buildings may be constructed prior to construction of dwelling units provided that the total floor area of nonresidential buildings constructed (excluding parking structures) does not exceed 50 percent of the total nonresidential floor area approved in the master plan (excluding parking structures).

b. The remaining nonresidential buildings may only be constructed after construction of dwelling units is underway. The ratio of constructed dwelling units to the minimum number of dwelling units required shall equal or exceed the ratio of constructed nonresidential floor area (excluding parking structures) to the total nonresidential floor area approved in the master plan (excluding parking structures). For the purposes of Subsection 510.05(I)(3)(b), "constructed dwelling units" shall mean that, at a minimum, building permits have been issued and the framing inspection by the County Building Codes Division has been approved.

c. The County may approve a construction phasing plan that does not meet the standards in Subsections 510.05(I)(3)(a) and (b) where the applicant demonstrates that the orderly development of the property would be furthered by allowing construction of a greater percentage of nonresidential floor area.

4. Monterey Avenue shall be constructed between SE Stevens Road and SE Bob Schumacher Road at the functional road classification of Collector, with a median planted with street trees and ground cover.

J. Outdoor Operations in the SCMU District: In the SCMU District, outdoor displays, processes, or storage, except for the storage of solid waste and recyclables either as required by Section 1021 or as an accessory use to an attached single-family dwelling, are prohibited.

K. Outdoor Operations in the OA District: In the OA District, all primary and accessory uses associated with office uses, including storage of materials, products, or waste, shall be wholly contained within an approved structure. For the purposes of this provision, "office uses" include the following uses from Table 510-1, *Permitted Uses in the Urban Commercial and Mixed-Use Zoning Districts*: Business Services, Financial Institutions, Information Services, Offices, Office and Outpatient Clinics, and Research Facilities and Laboratories.

L. Outdoor Storage and Display in the OC District: In the OC District, outdoor storage or display of materials or products is prohibited.

M. Outdoor Sales, Storage, and Display in the RCO District: In the RCO District, outdoor sales, storage, or display of materials or products is prohibited.

N. Condominiums: Any of the following types of dwellings, if permitted in the subject zoning district, may be platted as condominiums, pursuant to Section 803: detached single-family dwellings, attached single-family dwellings, two-family dwellings, three-family dwellings, and multifamily dwellings. In the case of attached single-family dwellings, condominium platting supersedes the requirement that each dwelling unit be on a separate lot of record.

O. Manufactured Dwelling Parks: Redevelopment of a manufactured dwelling park with a different use is subject to Subsection 825.03.

P. Community Plans and Design Plans: Development within a Community or Design Plan area identified in Chapter 10, *Community Plans and Design Plans*, of the Comprehensive Plan shall comply with the specific policies and standards for the adopted Community or Design Plan.

[Added by Ord. ZDO-250, 10/13/14]

GEOCON
NORTHWEST, INC.

GEOTECHNICAL & ENVIRONMENTAL CONSULTANTS

P1671-05-01
April 13, 2009

SERA Architects
Mr. Keith Fugate
338 NW 5th Avenue
Portland, Oregon 97209

Subject: EVIDENCE PROCESSING & CRIME LAB BUILDING
CLACKAMAS COUNTY, OREGON
WORK PLAN FOR GEOTECHNICAL INVESTIGATION

Dear Mr. Fugate:

This work plan has been completed in preparation of performing a geotechnical investigation in support of the proposed Evidence Processing and Crime Lab Building for Clackamas County. The site is located at 12800 SE 82nd Avenue in Clackamas, Oregon, at the northeast corner of the intersection of SE 82nd Drive and SE Sunnybrook Boulevard (Figure 1). Two existing buildings are located on the western and eastern margins of the property, and the remainder of the property consists of asphalt pavement parking and driveway areas. The buildings are owned by Clackamas County and operated by the Clackamas County Sheriff's Office. The Evidence Processing and Crime Lab Building is proposed for construction in the area between the two existing buildings along the northern margin of the property.

This document was written to address geotechnical work activities relative to the environmental setting at the site. Site health and safety procedures are addressed in a separate Health and Safety Plan (HASP), which identifies work practices, site hazards, required levels of personal protective equipment, and contact information for the project management team. A copy of this document will be submitted to the Oregon Department of Environmental Quality for review and approval prior to the start of site activities. Should you have any questions or require additional information, please contact the undersigned at your convenience.

Sincerely,
Geocon Northwest, Inc.

Kevin Schleh, R.G., C.E.G.
Engineering Geologist

Wes Spang, Ph.D., P.E.
President

BACKGROUND

The site was formerly owned and operated by the Oregon Department of Transportation (ODOT) from approximately the 1950's to the late 1990's, and was commonly referred to as the Ambler Road East site. For a period of time, the site was used as a disposal location for street sweepings, road construction debris, demolition waste, and asphalt batch plant operations. It is reported that fill areas had a thickness as high as 10 feet, and approximately 50,000 cubic yards of fill had been placed on the site by ODOT. In the early 1990's, site assessment activities identified elevated concentrations of metals (predominantly lead and arsenic), total petroleum hydrocarbons (TPH), and polynuclear aromatic hydrocarbons (PAHs). Further evaluation and risk assessment activities determined that lead and PAHs in soil exceeded acceptable concentrations for residential and site worker exposure pathways. Based on the results and recommendations of a 1996 Feasibility Study (FS), approximately 360 cubic yards of fill material was excavated from a ditch and placed in an upland contamination area, and a protective cap was placed over the contaminated fill area. The protective cap is reported to be approximately two (2) feet thick, and an orange demarcation barrier was placed between the cap and impacted fill material. Based on a review of a site plan attached to the Conditional No Further Action Letter dated April 12, 2002, by the Oregon Department of Environmental Quality, the contaminated fill area extends across most of the site, except for a small area along the north and east portion of the site (attached), and is shown to be beneath the footprint of the proposed new building in the north-central portion of the site.

PROJECT OBJECTIVES

A geotechnical investigation needs to be completed for foundation design and identification of other soils related issues that affect site development. A review of an Aerial Site Plan from the Clackamas County Facilities Master Plan for Public Safety Operations indicates that the proposed Evidence and Crime Lab Building will be constructed within the north-central portion of the site. A comparison of this figure with the site plan indicating the extent of contaminated fill indicates that the proposed building will overlie the protective cap and impacted media. It is understood that the proposed building will consist of a lightly loaded, one-story CMU structure. Three borings are planned to investigate the geologic conditions beneath the proposed building area. The borings would be completed to approximate depths between 20 and 30 feet below the ground surface (bgs) using mud rotary drilling methods and a 4-7/8 inch diameter drill bit.

WASTE MANAGEMENT

All investigative derived waste (IDW) will be contained in DOT approved 55-gallon steel drums and left in a designated location within the fenced portion of the site. The proposed work zone is located within a secured area and has a chain-link fence that encompasses the entire area, which is also under surveillance by the Clackamas County Sheriff's Office. Water and soil IDW will be contained in separate drums. IDW would be transported offsite by a licensed waste transportation company for landfill disposal (soil) or treatment and recycling (water).

Soil IDW would mostly consist of drilling mud that would not be acceptable for disposal at a landfill due to its fluid-like properties. The soil IDW would be mixed with Portland cement until it is solidified into a consistency that would be acceptable for landfill disposal. Soil samples would be collected from approximately 5 feet bgs (where impacted media is anticipated to be intercepted) in each boring for analytical testing of PAHs, total metals and TCLP metals. The results of the analytical testing would be used for waste profiling and landfill disposal purposes. It is anticipated that the soil IDW can be disposed at the Waste Management Subtitle D landfill in Hillsboro, Oregon as non-hazardous waste (pending the results of analytical testing). If analytical testing indicates hazardous concentrations within the IDW, it will be transported to the Waste Management Subtitle C landfill in Arlington, Oregon.

The ground surface surrounding each boring location would be covered with plastic sheeting so as to capture incidental soil or water from drilling activities. The plastic sheeting would underlie the entire drill rig and would extend approximately 15 or 20 feet from the rear end. The edges of the plastic sheeting would be wrapped around wood beams to create a berm and prevent fluid flow beyond the work zone. The plastic sheeting would be replaced between boring locations, and spent sheeting would be rolled and bundled for landfill disposal.

EQUIPMENT DECONTAMINATION

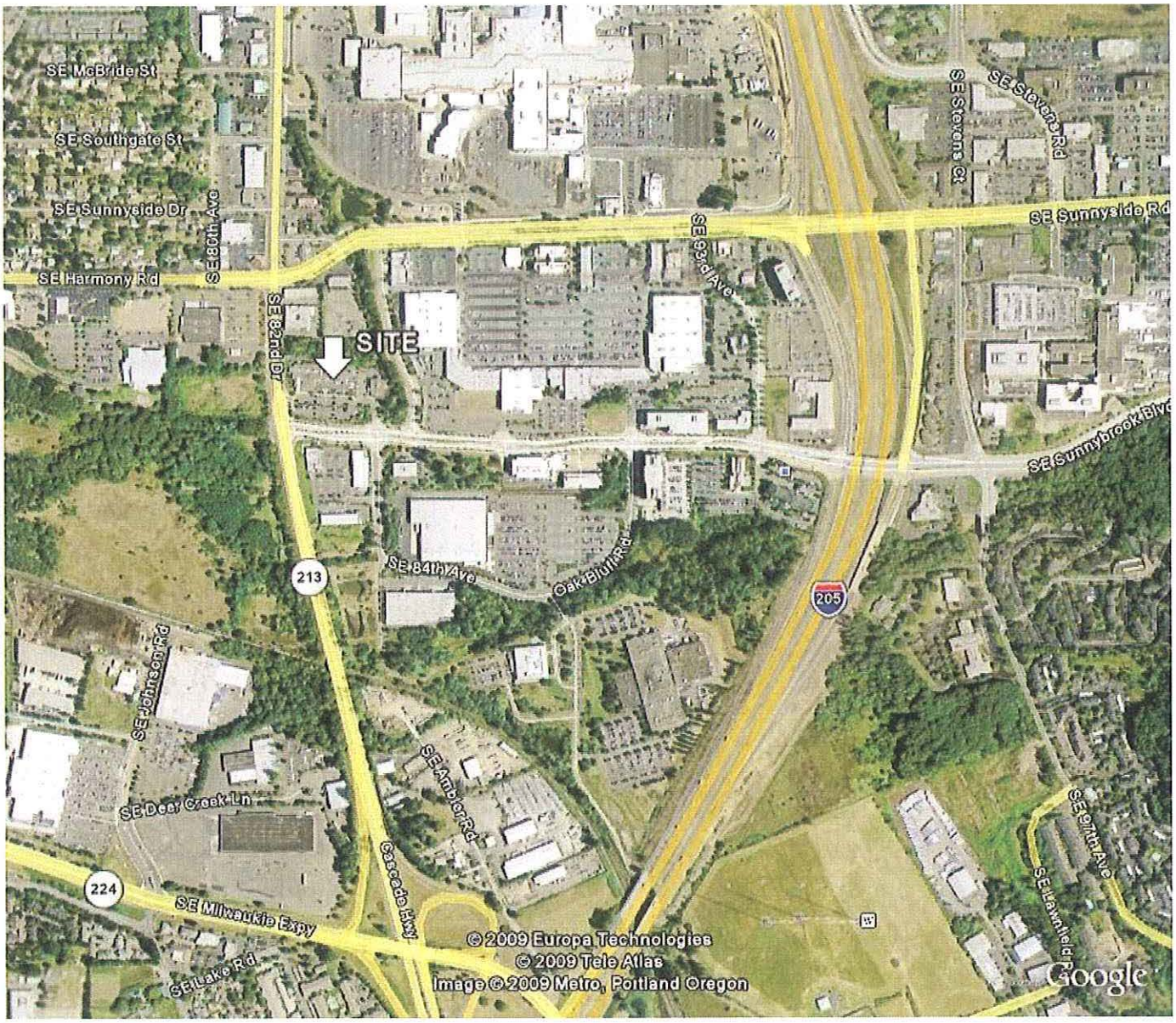
The drill rig and all down-hole tooling would be decontaminated between borings. Tooling would be decontaminated with a high pressure water spray, and the drill rig piping would be flushed with clean water. The back end of the rig would be lightly sprayed to remove any soil or drilling mud while parked over the plastic sheeting, which would contain the water that would then be transferred into a 55-gallon drum. All water IDW would be contained and transferred into DOT approved 55-gallon drums.

SAMPLE COLLECTION PROTOCOL AND ANALYTICAL TESTING

Based on the information presented in the DEQ's ESCI database, contaminants of concern include PAH's, lead, and arsenic. Soil and water IDW will be generated during investigation process from drilling and decontamination activities. Soil samples will be collected at regular intervals with a split spoon sampler. A portion of the soil sample collected from the five foot interval in each boring will be collected into a laboratory prepared clear glass jar with Teflon lined screw cap for analytical testing. Water IDW will be generated during equipment decontamination procedures, and will be collected and transferred into DOT approved 55-gallon drums. A water sample will also be collected into laboratory prepared containers for analytical testing. All samples will be collected by Geocon personnel while wearing new nitrile gloves. Upon collection, each analytical sample will be properly labeled, and placed into an iced cooler. The analytical samples will be retained by Geocon Northwest under Chain-of-Custody protocol, and will be delivered to APEX Laboratories in Tigard, Oregon for testing. Soil samples will be submitted for analysis of total metals by EPA 6000/7000 Series Methods and PAH's by EPA Method 8270C. The soil sample that exhibits the highest concentration of total lead will be submitted for follow-up analysis of TCLP metals by EPA 6000/7000 Series Methods. The water sample will be submitted for analysis of total metals by EPA 6000/7000 Series Methods, PAH's by EPA Method 8270C, and TCLP metals by EPA 6000/7000 Series Methods.

BORING ABANDONMENT

It is our understanding that impacted areas of the site are overlain by a protective cap approximately two (2) feet thick, and an orange demarcation barrier was placed between the cap and impacted fill material. Due to the small diameter of the planned soil boring, it is not possible to suitably replace the demarcation barrier. After completing work at each location, the soil boring would be abandoned with a cement-bentonite grout. The grout would be installed with the use of a tremie pipe, which would be inserted to the bottom of the hole where the grout would then be injected into the boring. The injected grout would displace any fluids within the boring to the ground surface, form a bond with the surrounding soil matrix, and provide a suitable hydraulic barrier. Any fluids that are displaced from the boring during grout injection would be collected at the ground surface and transferred into a 55-gallon drum. The grout would be placed between the bottom of the boring to approximately one (1) foot bgs, where the remaining portion of the boring would be filled with gravel and capped with an asphalt patch.



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NORTHWEST, INC.
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8283 SW CIRRUS DRIVE - BEAVERTON, OREGON 97008-5997
PHONE 503 626-9889 - FAX 503 626-8611

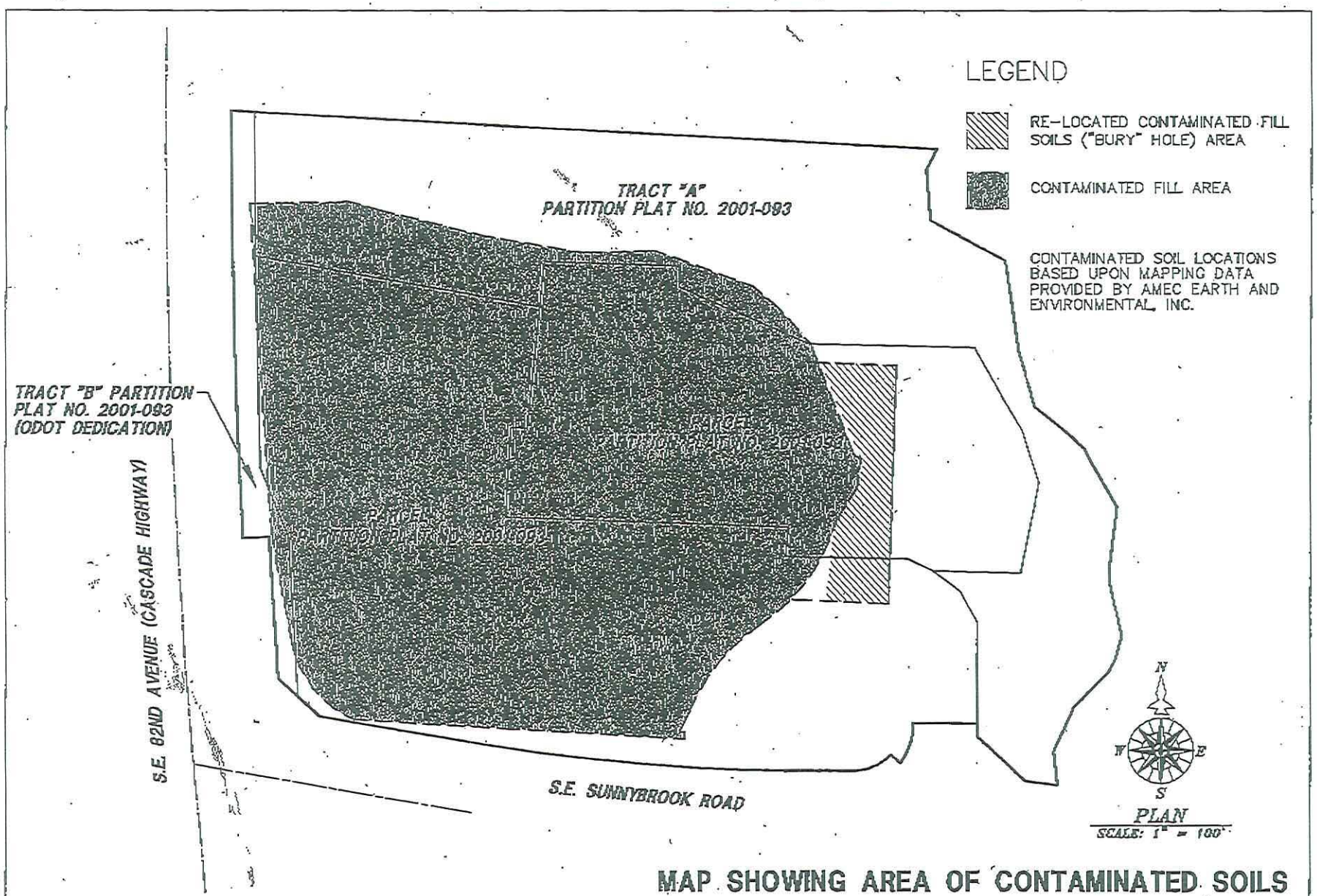
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VICINITY MAP

EVIDENCE PROCESSING & CRIME LAB BLG
CLACKAMAS COUNTY, OREGON

APRIL 2009	PROJECT NO. P1671-5-1	FIG 1

P_8.5X11_VICMAP



MAP SHOWING AREA OF CONTAMINATED SOILS

COMPASS ENGINEERING
ENGINEERING ★ SURVEYING ★ PLANNING
6564 S.E. LAKE ROAD
MILWAUKIE, OREGON 97222
(503) 655-2083 PHONE
(503) 653-9085 FAX

CLACKAMAS COMMUNITY COLLEGE
PUBLIC SAFETY TRAINING CENTER
S.E. 82ND AND S.E. SUNNYBROOK RD.
CLACKAMAS COUNTY, OREGON

1
1

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Apr. 10. 2009 11:10AM
No. 1136 P. 5


SE 82ND AVE
SUNNYBROOK BLVD
1
3
4
1. SUNNYBROOK BUILDING
2. NORTH STATION FITNESS CENTER
3. EVIDENCE PROCESSING & CRIME LAB BUILDING
4. PUBLIC SAFETY TRAINING CENTER
0'
100'
200'
400'

EXHIBIT B
***SAMPLE* GOODS AND SERVICES CONTRACT**
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CLACKAMAS COUNTY
***SAMPLE* GOODS AND SERVICES CONTRACT**

This Goods and Services Contract (this "Contract") is entered into between XXXXX ("Contractor"), and Clackamas County, a political subdivisions of the State of Oregon ("County") for the purposes of providing a **Steel Structure for the Public Safety Training Center**.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until XXXXX. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in Invitation to Bid #2018-13 Steel Structure Kit For The Public Safety Training Center, Issued February 1, 2018, attached and hereby incorporated by reference as Attachment "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Attachment "A", and the Contractor's Bid attached and hereby incorporated by reference as Attachment "B." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services**.** The County's Representative for this contract is: Steven Bloemer.

III. COMPENSATION

1. **PAYMENT**. The County agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The total compensation authorized under this Contract shall not exceed **$.**

2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized: ☐ Yes ☒ No
   If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Attachment A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. Invoices shall be submitted to the County Representative at: 1710 Red Soils Court, Oregon City OR 97045 or via email at sbloemer@clackamas.us.

IV. CONTRACT PROVISIONS

1. ACCESS TO RECORDS. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and

termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its

subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, 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, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, 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 Oregon Public Employees Retirement System); and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

At present, the Contractor certifies that he or she, if an individual is not a program, County or Federal employee. The Contractor, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than $1,000,000 for each claim, incident, or occurrence, with an aggregate limit of $2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than $1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that

no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of $100,000 for each accident, $100,000 per disease for each employee, and $500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating

to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.

b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and

to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be

deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or

damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

30. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Company Address City, OR XXXX	Clackamas County Board of County Commissioners
_____ Authorized Signature Date	_____ Chair Date
_____ Name / Title (Printed)	_____ Recording Secretary
_____ Oregon Business Registry #	Approved as to Form:
_____ Entity Type / State of Formation	_____ County Counsel Date

EXHIBIT C - CERTIFICATIONS
ITB #2018-13

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

☐ Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #:_____
☐ Non-Resident Bidder, Resident State: _____

Company Legal Business Name (No DBA/ABN):_____

Authorized Signature: _____ Date: _____

Name (Type or Print):_____ Telephone :(____) _____

Title: _____ Email: _____

Address, City, State, Zip: _____

Oregon CCB# (if applicable):_____
Business Designation (check one):
☐ Corporation ☐ Partnership ☐ LLC ☐ Sole Proprietorship ☐ Non-Profit
☐ Minority Owned ☐ Women Owned ☐ Emerging Small Business
Oregon MWESB Certification Number: _____
Self-Identified Minority, Women or Emerging Small Business: ☐ Yes ☐ No

EXHIBIT D - BID PRICE FORM
ITB #2018-13

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs.

ITB: #2018-13 STEEL STRUCTURE KIT FOR PUBLIC SAFETY TRAINING CENTER

Date:

FOR THE LUMP SUM TOTAL: $

Delivery Time after Receipt of Purchase Order:

Company: _____

Address, City, State, Zip: _____

Contact Name: Telephone: _____

Contact Title: _____ Email: _____

By: _____ Title: _____
(Authorized Signature)