

# OPERATION & MAINTENANCE MANUAL

## Water Quality Bioretention Pond

Manual prepared: September 2019

DFI No. D00638



Figure 1: DFI No. D00638, looking north

### 1. Identification

Drainage Facility ID (DFI):	D00638
Facility Type:	Water Quality Bioretention Pond
Construction Drawings:	(V-File Numbers) City of Salem PN711202
Location:	District: 3 Highway No.: 072 Mile Post: 4.95 to 4.96 left City design with ODOT to maintain See Appendix C - IGA

## 2. Manual Purpose

The purpose of this manual is to outline inspection needs and summarize maintenance actions for stormwater ponds.

## 3. Facility Location

The location map below details the facility location. The highway, mile posts, side streets, access location, and stormwater flow directions are noted on the map.

Facility location type: Roadway shoulder

Flow direction: south to north

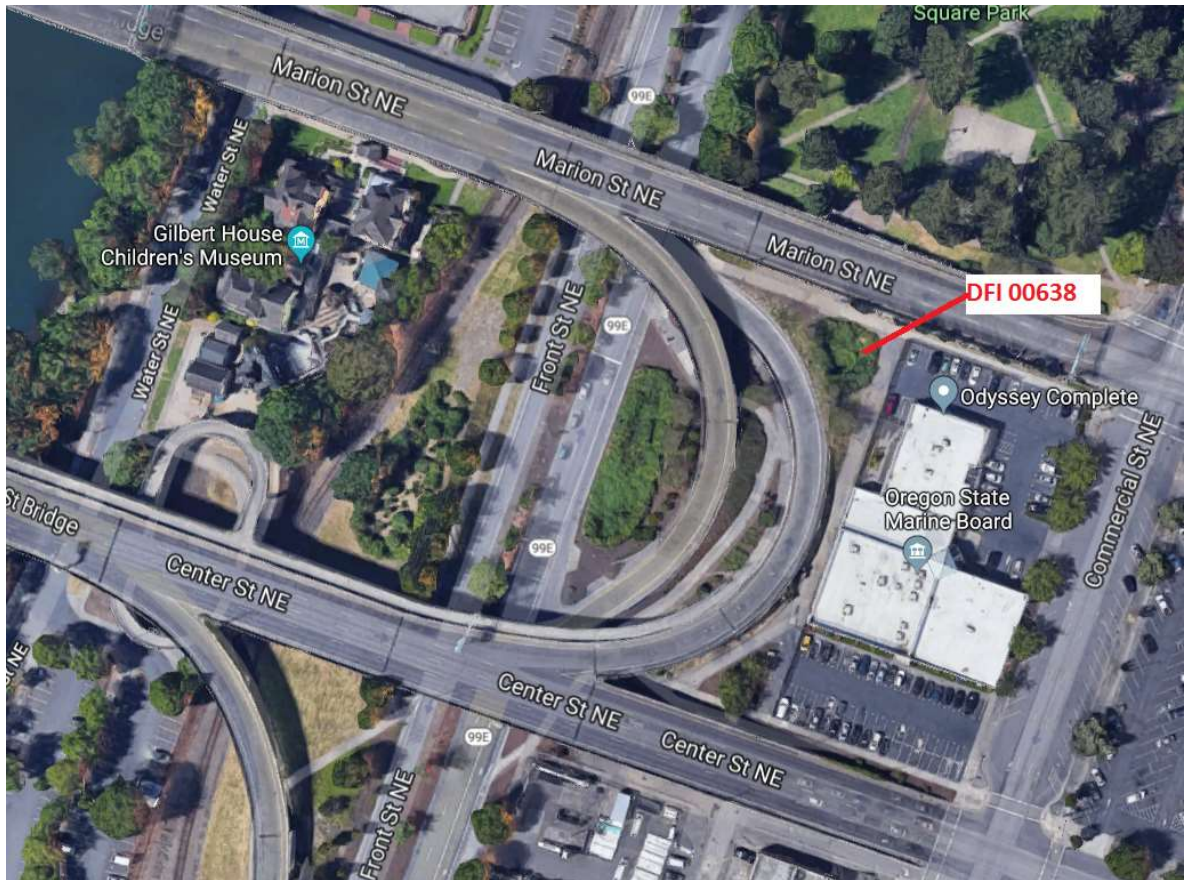


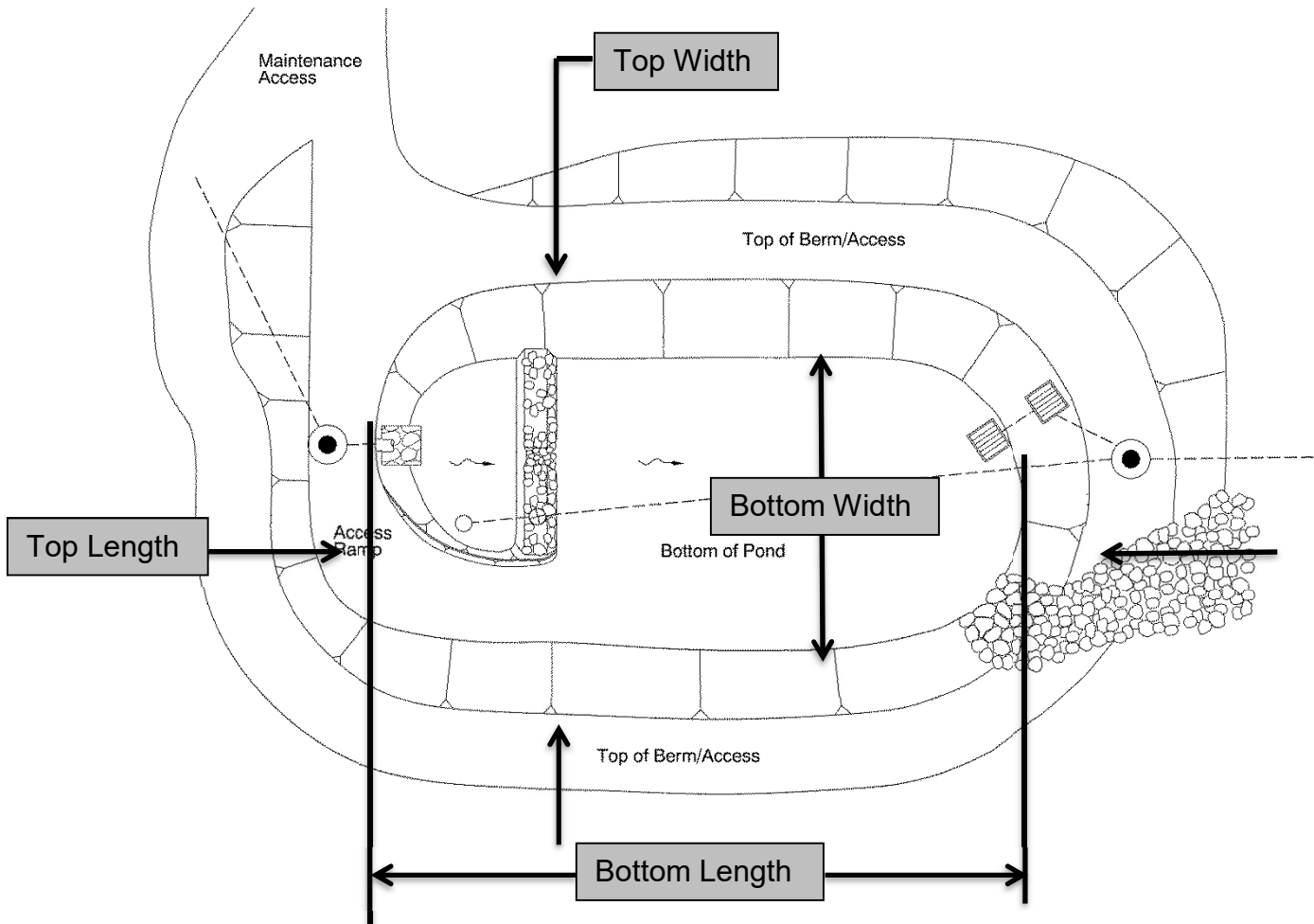
Figure 2: Facility location map

#### 4. Facility Summary

The pond size is based on storage volume, the bottom and top surface areas and the depth are used for this measurement.

The bottom area and top area of the pond is:

Bottom Area (sq. ft.)	Top Area (sq. ft.)
465	2,740

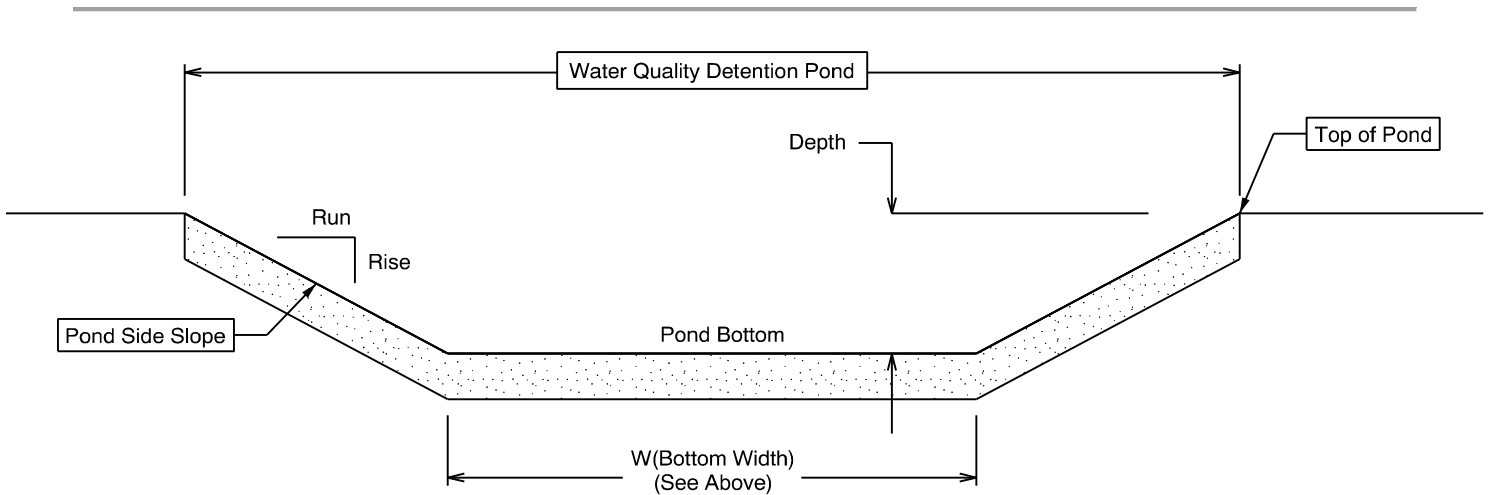


The depth of the pond is the vertical distance measured from the bottom of the pond to the top. The slope of the pond sides is presented by a vertical distance (rise) followed by the horizontal distance (run).

Depth and side slopes:

<b>Depth (feet)</b>
<b>Varies</b>

<b>Side Slope</b>	
<b>Rise (feet)</b>	<b>1</b>
<b>Run (feet)</b>	<b>4</b>



**Site Specific Information:** Water enters the pond from the east, and infiltrates through the water quality mix and drain rock before flowing north through an 8" perforated pipe and finally exiting from the north side of the pond.

## 5. Facility Access

Maintenance access to the facility:

<input type="checkbox"/> Roadside pad	<input type="checkbox"/> Roadside shoulder
<input type="checkbox"/> Access road with Gate	<input checked="" type="checkbox"/> Access road without Gate



Figure 3: looking north

## 6. Operational Components / Maintenance Items

**Classification and Standard Operational (Op) Plan:**

This facility is classified as a:

<input type="checkbox"/> Detention Pond (Op Plan A)	<input checked="" type="checkbox"/> WQ Bioretention Pond (Op Plan B)	<input type="checkbox"/> WQ Extended Detention Dry Pond (Op Plan C)	<input type="checkbox"/> WQ Detention Pond/Biofiltration Swale Combo (Op Plan D)
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A standard operational plan illustrates the general facility footprint configuration and explains the purpose of each facility component. Operational plans (A,B,C,D) are provided in the Standard Operation Manual.

See Appendix A for the site specific operational plan.

**Key Features/Items:**

This facility is classified as a:

<input checked="" type="checkbox"/> <b>Dry Pond</b>	<input type="checkbox"/> <b>Wet Pond</b>
The pond is wet during storm events and dries during periods of no precipitation.	The pond has constant presence of water year round. A portion of the pond dries during periods of no precipitation.

This facility includes a **high flow bypass component**:

<input checked="" type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>Yes</b>
There is no bypass component. High flows drains into and through the facility	There is a bypass component. Only low/small flows drain into the pond. High flows are diverted around the pond using a bypass component

This facility includes a **proprietary structure(s)**:

<input checked="" type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>Yes (DXXXXX)</b>
There are no proprietary structures associated with this facility.	A proprietary structure is used in the operation of this facility. The proprietary structure is a/an: <b>describe</b>

### Operational Components

The facility components table (**Table 1**) has been provided to highlight the applicable components for this facility. The component is in use when the box contains an “x” (e.g.  ).

The Standard Operation Manual for Ponds (implemented March 2017) outlines facility operation, typical footprint configuration, and component definitions and details. A link to the manual is attached to the feature marker in TransGIS.

<https://gis.odot.state.or.us/TransGIS/>

### Maintenance Items

Operational components marked in **Table 1** should be inspected and maintained according to Section 7. Each facility component is defined and detailed in the Standard Operation Manual using the associated ID number indicated in the table below.

<b>Table 1: Stormwater Pond Components</b>		<b>ID #</b>
<b>Upstream Manholes/Structures</b>		
Pre-treatment Manhole Type: Pollution Control	<input checked="" type="checkbox"/>	<b>P1</b>
Water Quality Manhole Type:	<input type="checkbox"/>	<b>P2</b>
Flow Splitter Manhole	<input type="checkbox"/>	<b>P3</b>
Standard Manhole	<input checked="" type="checkbox"/>	<b>P4</b>
Sediment Basin/Forebay	<input type="checkbox"/>	<b>P5</b>
Forebay Dewatering Riser Pipe (outlet)	<input type="checkbox"/>	<b>P6</b>
<b>Facility Inlet</b>		
Pavement Sheet Flow	<input checked="" type="checkbox"/>	<b>P7</b>
Inlet Pipe(s)	<input checked="" type="checkbox"/>	<b>P8</b>
Open Channel Inlet	<input type="checkbox"/>	<b>P9</b>
Riprap Pad (Energy Dissipater)	<input checked="" type="checkbox"/>	<b>P10</b>
<b>Ground Cover</b>		
Grass Bottom	<input checked="" type="checkbox"/>	<b>P11</b>
Grass Side Slopes	<input checked="" type="checkbox"/>	<b>P12</b>
Granular Drain Rock	<input checked="" type="checkbox"/>	<b>P13</b>
Plantings	<input checked="" type="checkbox"/>	<b>P14</b>
<b>Underground Components</b>		
Geotextile Fabric:	<input type="checkbox"/>	<b>P15</b>
Impermeable Liner	<input type="checkbox"/>	<b>P16</b>
Water Quality Mix	<input checked="" type="checkbox"/>	<b>P17</b>
Perforated Pipe	<input checked="" type="checkbox"/>	<b>P18</b>
Bottom Marker (ex. Porous Pavers)	<input type="checkbox"/>	<b>P19</b>

<b>Flow Spreader</b>		
Anchored Board (midpoint of pond or every 50 feet along pond bottom)	<input type="checkbox"/>	<b>P20</b>
Other:	<input type="checkbox"/>	<b>P21</b>
<b>Facility Outlet</b>		
Catch Basin with Grate	<input type="checkbox"/>	<b>P22</b>
Outlet Pipe(s)	<input type="checkbox"/>	<b>P23</b>
Outlet/Flow Control Structure	<input type="checkbox"/>	<b>P24</b>
Auxiliary Outlet	<input type="checkbox"/>	<b>P25</b>
Hazmat Control Valve:	<input type="checkbox"/>	<b>P26</b>
<b>Outfall Type</b>		
Waterbody (Creek/Lake/Ocean)	<input type="checkbox"/> <b>C</b>	<b>P27</b>
	<input type="checkbox"/> <b>L</b>	
	<input type="checkbox"/> <b>O</b>	
Ditch	<input type="checkbox"/>	<b>P28</b>
Storm Drain System	<input checked="" type="checkbox"/>	<b>P29</b>
<b>Outfall Components</b>		

Riprap Pad	<input type="checkbox"/>	<b>P30</b>
Riprap Bank Protection	<input type="checkbox"/>	<b>P31</b>

## 7. Maintenance

### Maintenance Frequency/Maintain Records

- a. Inspect annually. Preferably prior to the rainy season.
- b. Clean and maintain as necessary. Refer to Activity 125 in the Maintenance Guide for conditions when maintenance is needed.
- c. Keep a record of inspections, maintenance, and repairs.

### Maintenance Guide/Maintenance Actions

The Maintenance Guide outlines the standard maintenance actions for water quality facilities under Activity 125.

There are standard maintenance tables for standard ODOT designs. The maintenance tables describe the maintenance component, the defect or problem, the condition when maintenance is needed, and the recommended maintenance to correct the problem. Use the following tables to maintain ODOT Ponds:

- Table 1 (General Maintenance): Contains general maintenance and inspection guidelines that are applicable to all ODOT water quality facilities
- Table 2 (Maintenance of Stormwater Ponds): Contains maintenance information for ponds

The ODOT Maintenance Guide can be viewed at the following website:  
<http://www.oregon.gov/ODOT/HWY/OOM/pages/mguide.aspx>

The Blue Book can be viewed at the following website:  
[http://www.oregon.gov/ODOT/Maintenance/Documents/blue\\_book.pdf](http://www.oregon.gov/ODOT/Maintenance/Documents/blue_book.pdf)

## 8. Limitations

There are access limitations for this facility:

<input checked="" type="checkbox"/> <b>No</b>	<input type="checkbox"/> <b>Yes</b>
<b>There are no duty porous pavers installed in this pond.</b>	



Ponds are designed to allow equipment access along the bottom if an access grid is installed. If an access grid is NOT installed, vehicles entering the pond can create depressions (tire ruts), damage vegetation, or damage structural components (e.g. flow spreaders). These conditions may result in poor treatment and drainage performance.

If no access grid then: Equipment wheels should be kept on the tops and side slopes. Mower arms may be run along the pond bottom.

## 9. Waste Material Handling

Material removed from the facility is defined as waste by the Department of Environmental Quality (DEQ). Refer to the road waste section of the ODOT Maintenance Yard Environmental Management System (EMS) Policy and Procedures Manual for disposal options:

<http://www.oregon.gov/ODOT/HWY/OOM/pages/ems.aspx>

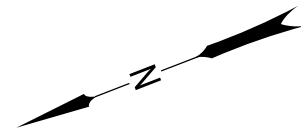
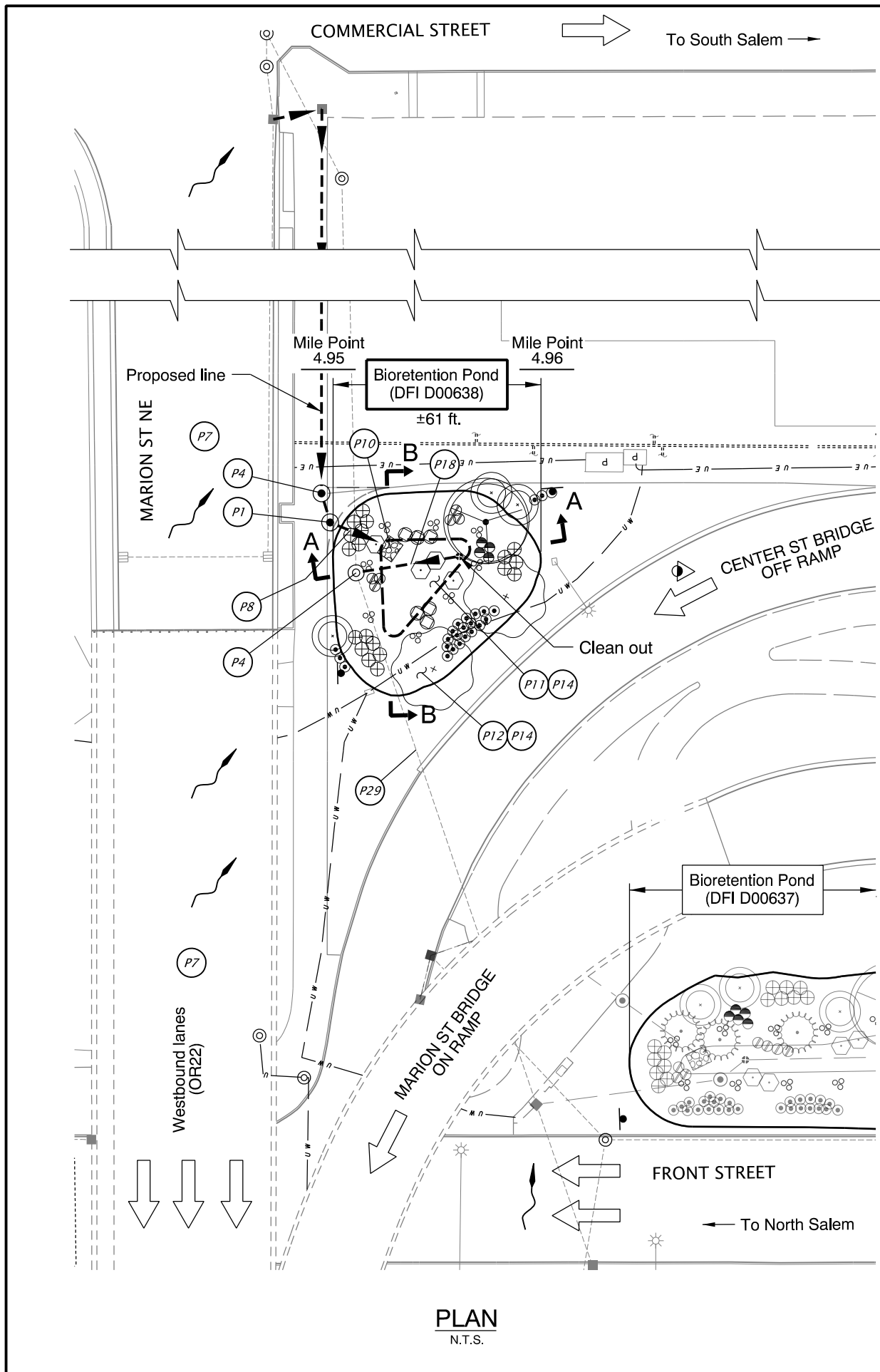
Contact any of the following for more detailed information about management of waste materials found on site:

ODOT Clean Water Unit	(503) 986-3008
ODOT Statewide Hazmat Coordinator	(503) 667-7442
ODOT Region 1 Hazmat Coordinator	(503) 731-8290
ODOT Region 2 Hazmat Coordinator	(503) 986-2647
ODOT Region 3 Hazmat Coordinator	(541) 957-3594
ODOT Region 4 Hazmat Coordinator	(541) 388-6186
ODOT Region 5 Hazmat Coordinator	(541) 963-1590
ODEQ Northwest Region Office	(503) 229-5263

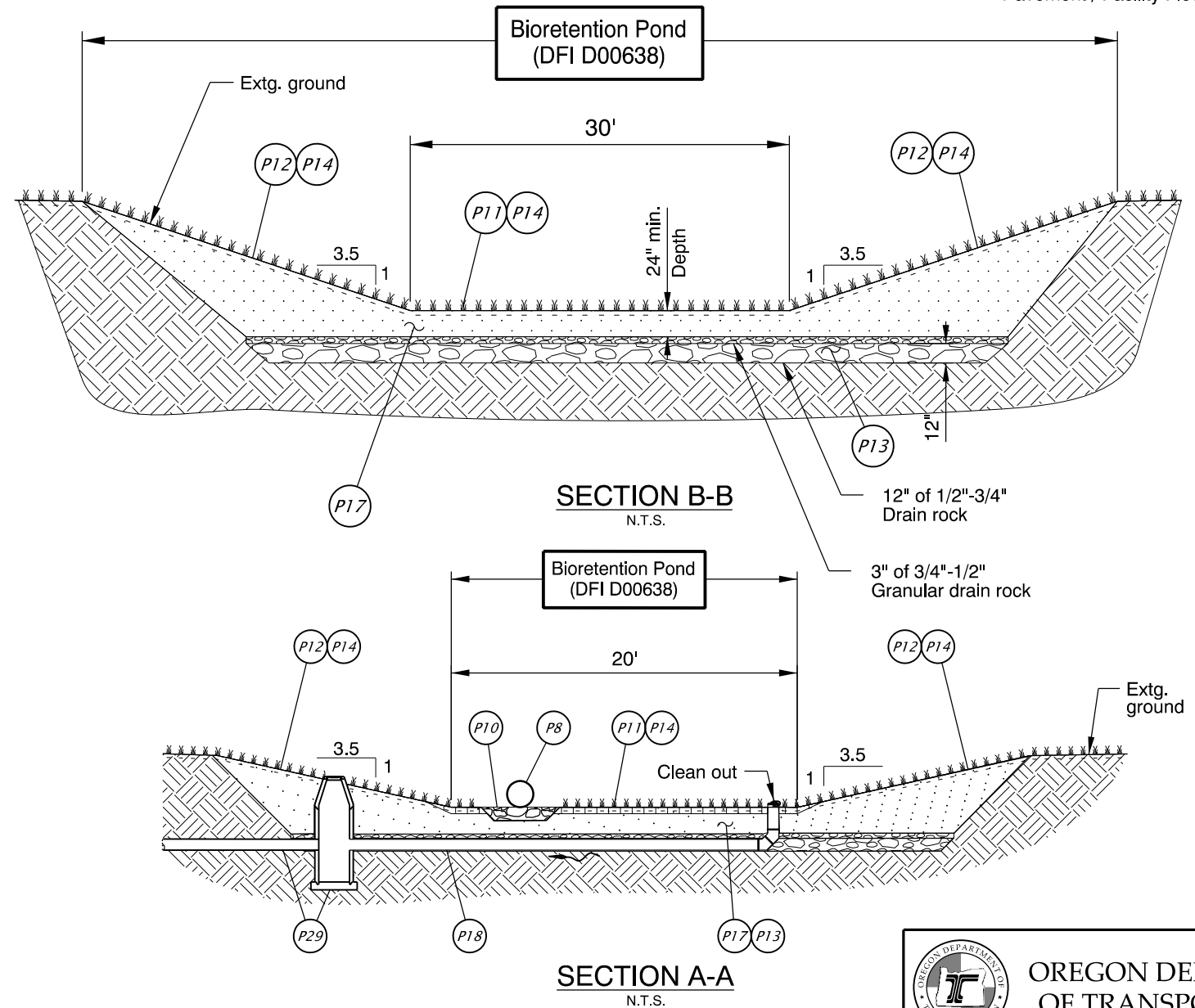
## **A Appendix A – Site Specific Operational Plan**

### **Contents:**

**Operational Plan: DFI D00638**



- LEGEND:**
- Photo Location / Direction
  - Facility Component (see table 1 in O&M Manual)
  - Manhole
  - Inlet
  - Pond Bottom
  - Pond Boundary
  - Storm Pipe (Facility)
  - Conveyance Direction
  - Pavement / Facility Flow Path



Prepared By:  
Ramiro Perez

Drafted By:  
Michael Skelton

**DFI D00638**  
**MAINTENANCE DISTRICT 3 OR22**  
**WATER QUALITY BIORETENTION POND**  
 NORTH SANTIAM HIGHWAY MP 4.96  
 MARION COUNTY

## **B Appendix B – Project Contract Plans**

### **Contents:**

**Site Specific Subset of Project Contract Plan City of Salem PN711202**

Oct 07, 2014 - 3:49pm  
 C:\Group\techpool\PROJECTS\711202 Center St and Marion St Stormwater Retrofit\Phase 1\As-Built\CAD\ACAD-C853F-G01\_02.dwg

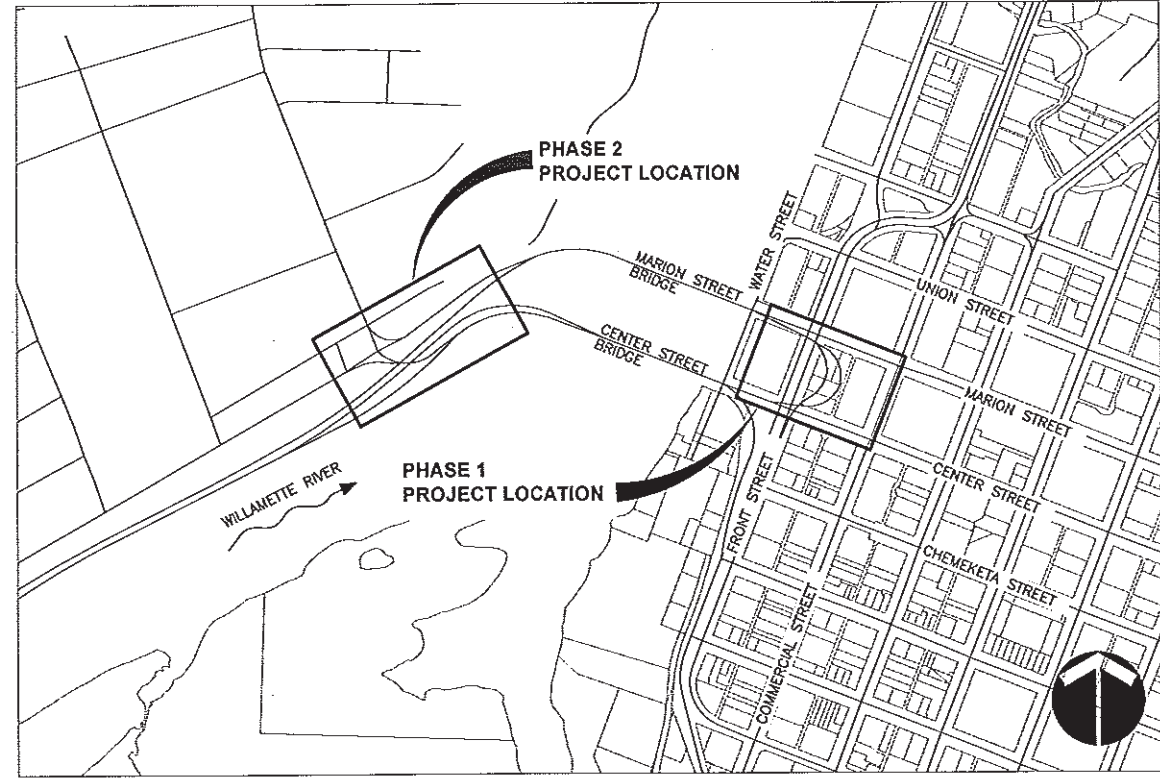


CITY OF SALEM - DEPARTMENT OF PUBLIC WORKS  
 555 LIBERTY STREET SE SALEM, OREGON 97301

PN 711202

# CENTER ST BRIDGE AND MARION ST BRIDGE

## PLANS FOR THE CONSTRUCTION OF STORMWATER RETROFIT EAST AND WEST SIDE - PHASES 1 AND 2



VICINITY MAP  
 N.T.S.

**PROJECT MANAGER**  
 CITY OF SALEM PUBLIC WORKS  
 BEN HANEY, P.E.  
 555 LIBERTY ST SE  
 SALEM, OR 97301  
 (503) 588-6211

**ENGINEER/LANDSCAPE ARCHITECT**  
 OTAK, INC  
 TIM KRAFT, P.E.  
 700 WASHINGTON ST  
 SUITE 401  
 VANCOUVER, WA 98660  
 (360) 737-3139

**ENVIRONMENTAL CONSULTANT**  
 PACIFIC HABITAT SERVICES  
 JOHN VAN STAVEREN  
 9450 SW COMMERCE CIRCLE  
 SUITE 180  
 WILSONVILLE, OR 97070  
 (503) 570-0800

AS-BUILT

THIS AS-CONSTRUCTED DRAWING WAS PREPARED UNDER MY SUPERVISION FROM DATA COLLECTED UNDER MY SUPERVISION AND REPRESENTS, TO MY KNOWLEDGE, THE BEST INFORMATION REGARDING MATERIALS AND DIMENSIONS INCLUDED IN THE AS-CONSTRUCTED PROJECT. THE CITY OF SALEM DOES NOT GUARANTEE THE ACCURACY OF THIS AS-CONSTRUCTED DRAWING.

 Benjamin Haney, P.E., Project Manager	Date: 10/15/14
 Jim Krawczyk, Construction Manager	Date: 10/17/14

UTILITY CONTACT INFO
City of Salem Public Works 503-588-6211
Salem Electric Brian Aicher 503-362-3601
NW Natural Gas Boe Teasdale 503-585-8611 x8143
CENTURY LINK Corky Fallin 503-399-4856
Comcast Cable TV David Hammill 503-991-8520



CITY OF *Salem*  
 AT YOUR SERVICE

SHEET PREPARED BY:

ENGINEERING DIVISION

SALEM PUBLIC WORKS DEPARTMENT

Incorporated  
 700 Washington Street  
 Suite 401  
 Vancouver, WA 98660-2138  
 Phone: (360) 737-3139  
 Fax: (360) 737-3022

engineers  
 planners  
 landscape architects  
 surveyors

SEALED

ORIGINALS SEALED BY:  
 QUINN L. DONNELLY  
 REG#: 78109PE  
 DATE SIGNED: 12-07-2012  
 CERTIFICATE EXPIRED: 12-31-2013

**CENTER ST AND  
 MARION ST BRIDGE  
 STORMWATER  
 RETROFIT**  
 BID SET  
 DECEMBER 2012

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	AS BUILT	10/14	BRH

PN 711202

DATUM: NGVD-29 (BASED ON COS B.M.S)  
 SURVEY: EAST SIDE - COS / WEST SIDE - OTAK  
 HORIZ SCALE: AS SHOWN  
 VERT SCALE: AS SHOWN  
 DESIGN: GLO  
 DRAWN: JO  
 CHECKED: TK      BH 12/14/12  
 APPROVED:      JLB 12/14/12

SHEET TITLE

COVER SHEET  
 AND  
 VICINITY MAP

711202-1

STSD

DECEMBER 2012

G01

SHEET 1 OF 29

BID SET

SHEET PREPARED BY:



**otak**  
 Incorporated  
 100 Washington Street  
 Suite 404  
 Salem, OR 97301-3838  
 Phone: (503) 777-9818  
 Fax: (503) 777-9824

engineers  
planners  
landscape architects  
surveyors

SEALED  
 ORIGINALS SEALED BY:  
 QUINN L. DONNELLY  
 REG#: 78109PE  
 DATE SIGNED: 12-07-2012  
 CERTIFICATE EXPIRED: 12-31-2013

**CENTER ST AND MARION ST BRIDGE STORMWATER RETROFIT**  
 BID SET  
 DECEMBER 2012

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	AS BUILT	10/14	BRH

**PN 711202**

DATUM: NGVD-29 (BASED ON COS B.M.S.)  
 SURVEY: EAST SIDE - COS / WEST SIDE - OTAK  
 HORIZ SCALE: AS SHOWN  
 VERT SCALE: AS SHOWN  
 DESIGN: GLO  
 DRAWN: JO  
 CHECKED: TK BH 12/14/12

APPROVED: JLB 12/14/12

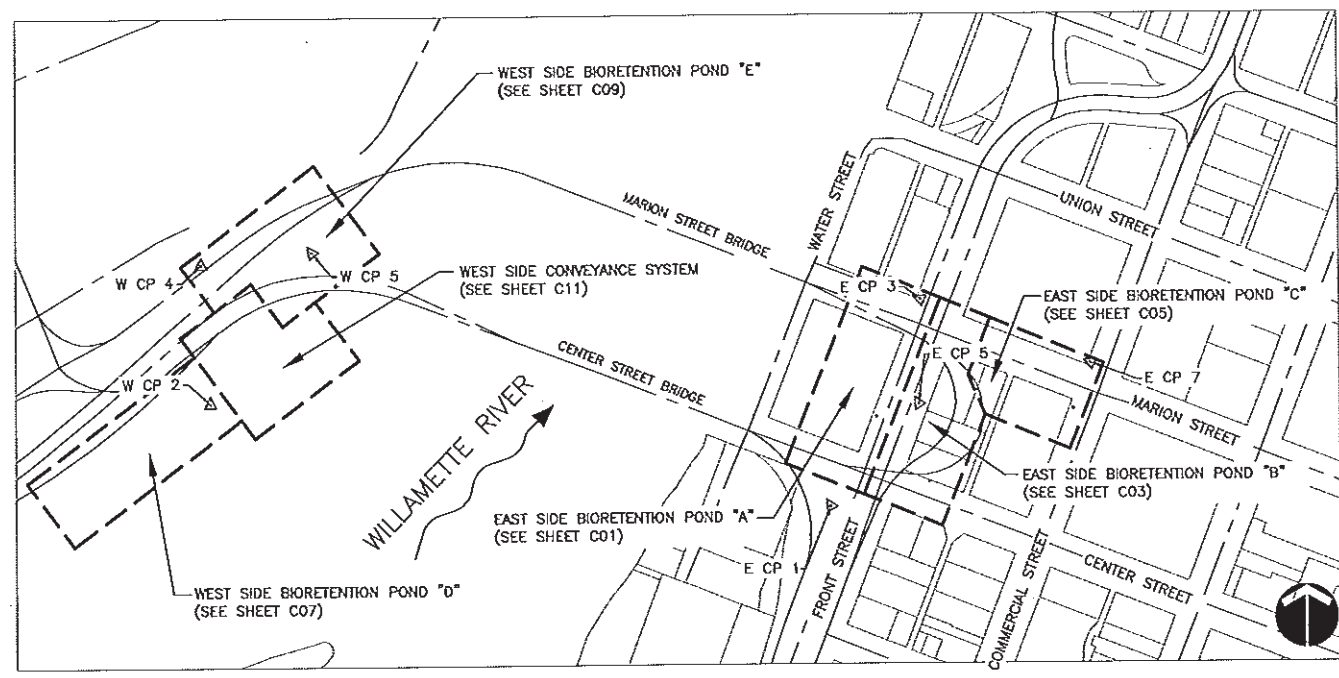
SHEET TITLE

**SHEET INDEX, LEGEND AND GENERAL NOTES**

**G02**

SHEET 2 OF 29

BID SET



**FACILITY LOCATION MAP**

N.T.S.

**GENERAL NOTES**

- ALL CONSTRUCTION SHALL FOLLOW ODOT STANDARDS AND SPECIFICATIONS, AND ALL PERMITS FROM REGULATORY AGENCIES.
- COORDINATION WITH UTILITIES:
  - THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF ORS 757.541 TO 757.571. THE CONTRACTOR SHALL NOTIFY EACH UNDERGROUND UTILITY AT LEAST 96 BUSINESS-DAY HOURS PRIOR TO EXCAVATING, BORING, OR POTHOLING. ALL UTILITY CROSSINGS OF PROPOSED STORM PIPES SHALL BE POTHOLED 72 HOURS PRIOR TO EXCAVATION. NOTIFY ENGINEER 48 HOURS PRIOR TO EXCAVATION IF A CONFLICT WITH STORM PIPES AS SHOWN ON PLANS IS APPARENT.
  - COMPENSATION FOR THE REQUIRED POTHOLING AND COORDINATION REQUIRED FOR RELOCATING A UTILITY SHALL BE CONSIDERED INCIDENTAL TO OTHER WORK PERFORMED. NO SEPARATE PAYMENT SHALL BE MADE.
  - CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO SUPPORT, MAINTAIN, OR OTHERWISE PROTECT EXISTING UTILITIES AT ALL TIMES DURING CONSTRUCTION.
- UTILITIES, OR INTERFERING PORTIONS OF UTILITIES, THAT ARE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL PLUG THE REMAINING EXPOSED ENDS OF ABANDONED UTILITIES.
- THE LOCATION AND DESCRIPTIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE COMPILED FROM AVAILABLE RECORDS AND/OR FIELD SURVEYS. THE CITY DOES NOT GUARANTEE THE ACCURACY NOR THE COMPLETENESS OF SUCH RECORDS.
- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL DURING CONSTRUCTION OF ALL PIPES, INLETS AND DRIVEWAYS THAT IMPACT THE TRAVEL LANES ON FRONT ST, COMMERCIAL ST AND THE MARION ST AND CENTER ST BRIDGE APPROACHES. CONSTRUCTION ALONG AND ON EITHER BRIDGE APPROACH SHALL BE DONE AT NIGHT. ALL TRAFFIC CONTROL MEASURES SHALL BE APPROVED BY ODOT AND CITY OF SALEM AND IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITY.
- DO NOT DAMAGE OR REMOVE TREES EXCEPT AS APPROVED BY THE ENGINEER OR AS SHOWN ON THE PLANS. PROTECT ALL ROOTS THREE INCHES IN DIAMETER OR LARGER. SEE SP SECTION 203 FOR DETAILS.
- REMOVE AND REPLACE EXISTING SIGNS, FENCES AND OTHER STRUCTURES AS REQUIRED TO AVOID DAMAGE DURING CONSTRUCTION.
- ALL TRENCHES IN EXISTING ASPHALT SHALL BE SAWCUT AND REPAIRED TO ODOT STANDARDS. SEE ODOT STANDARD DRAWINGS RD 300 AND RD 302.
- ALL EXISTING FACILITIES TO BE MAINTAINED IN PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL OR BETTER THAN ORIGINAL CONDITION.
- ALL EXISTING OR CONSTRUCTED MANHOLES, CLEANOUTS, MONUMENTS, GAS VALVES, WATER VALVES, AND SIMILAR STRUCTURES SHALL BE ADJUSTED TO MATCH FINISH GRADE OF THE PAVEMENT, SIDEWALK, OR MEDIAN STRIP WHEREIN THEY LIE. IN NON-TRAFFIC AREAS STRUCTURES SHALL BE ADJUSTED TO MATCH ELEVATION AS SHOWN ON PLANS.

THE FOLLOWING ODOT STANDARD DRAWINGS ARE REFERENCED DIRECTLY OR INDIRECTLY IN THESE PLANS:

- RD 300 - TRENCH BACKFILL, BEDDING, PIPE ZONE AND MULTIPLE INSTALLATIONS
- RD 302 - STREET CUT
- RD 336 - STANDARD STORM SEWER MANHOLE
- RD 340 - STORM SEWER POLLUTION CONTROL MANHOLE
- RD 342 - SHALLOW MANHOLES
- RD 344 - STANDARD MANHOLE BASE SECTION
- RD 346 - LARGE PRECAST MANHOLES
- RD 356 - MANHOLE COVERS AND FRAMES
- RD 364 - CONCRETE INLETS TYPE G-1, G-2, G-2M AND G-2MA
- RD 370 - CONCRETE INLET TYPE D
- RD 399 - STORMWATER TREATMENT AND STORAGE FACILITY MARKERS
- RD 700 - CURBS
- RD 715 - APPROACHES AND NON-SIDEWALK DRIVEWAYS
- RD 720 - SIDEWALKS
- RD 815 - CHAIN LINK FENCE
- RD 820 - FENCE GATES

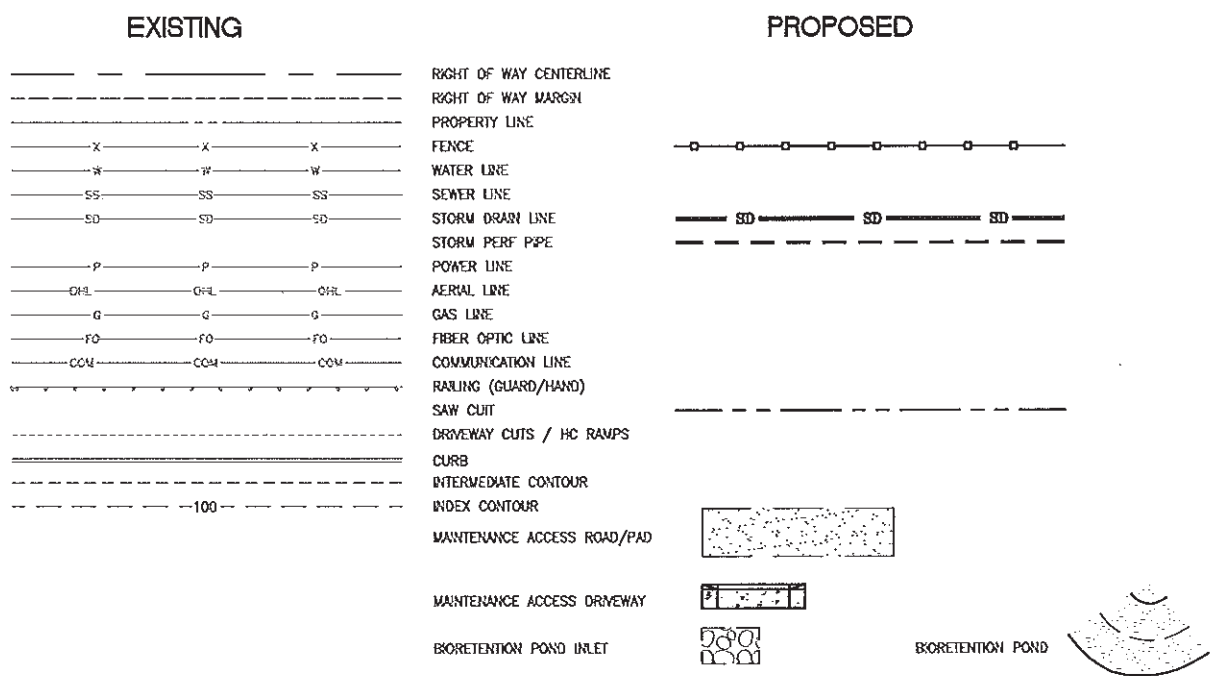
STANDARD DRAWINGS CAN BE LOCATED ON THE WEB AT:  
[http://www.oregon.gov/ODOT/HWY/ENG/SERVICES/pages/roadway\\_drawings.aspx](http://www.oregon.gov/ODOT/HWY/ENG/SERVICES/pages/roadway_drawings.aspx)

**AS-BUILT**

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*Benjamin Haney*  
 Benjamin Haney, P.E., Project Manager  
 Date: 10/15/14

**LEGEND**



**EXISTING**

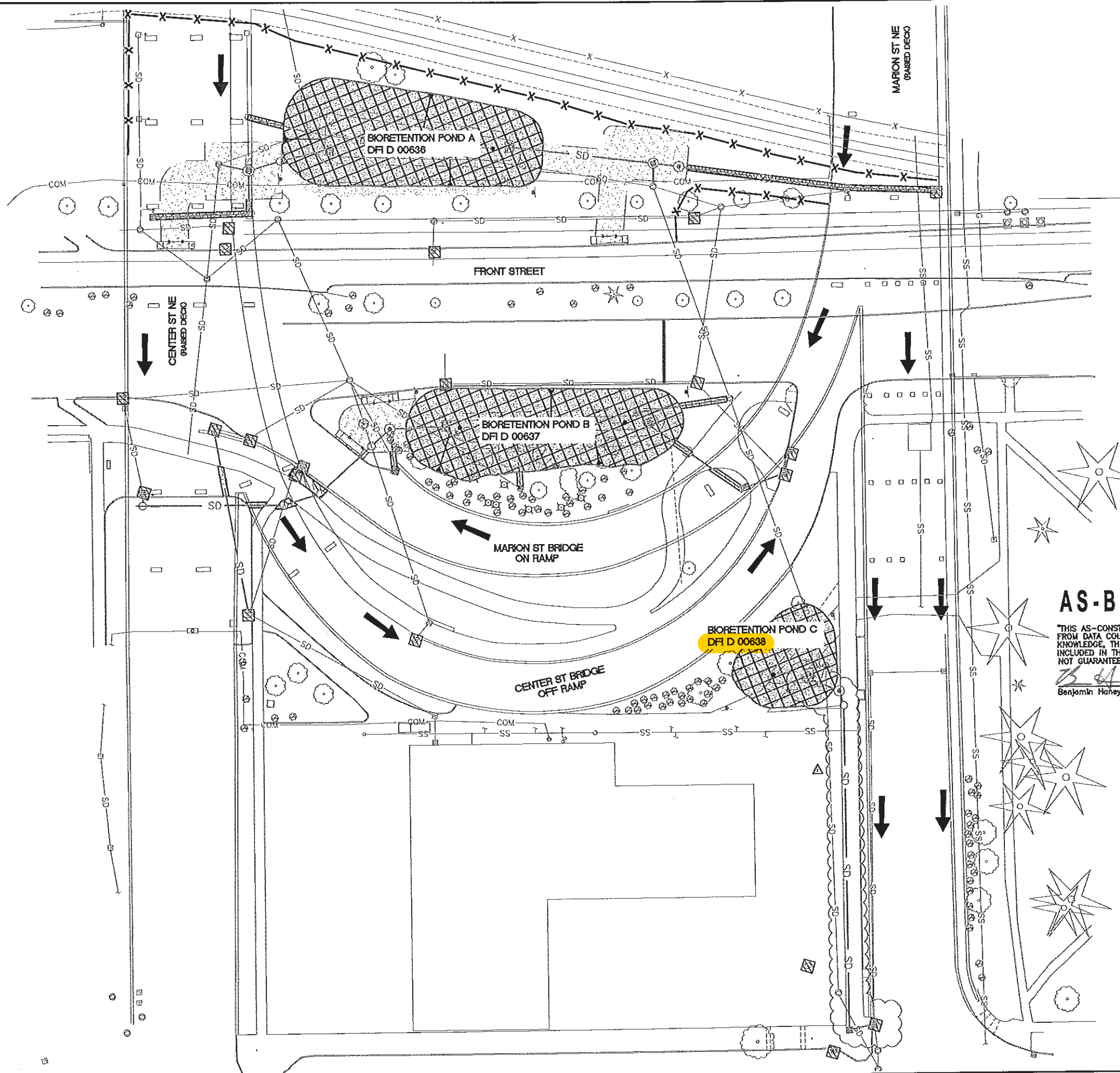
**PROPOSED**

**SHEET INDEX**

SHEET NO.	SHEET NAME	DESCRIPTION
1	G01	COVER SHEET AND VICINITY MAP
2	G02	SHEET INDEX AND LEGEND
3	G03	SURVEY CONTROL AND ALIGNMENTS
4	EC01	EROSION AND SEDIMENT CONTROL PLAN - EAST SIDE
5	EC02	EROSION AND SEDIMENT CONTROL PLAN - WEST SIDE
6	EC03	EROSION AND SEDIMENT CONTROL PLAN - DETAILS
7	EC04	EROSION AND SEDIMENT CONTROL PLAN - DETAILS
8	C01	EAST SIDE BIORETENTION POND "A" - DFI D 00636
9	C02	STORM PROFILES LINES E1 - E2
10	C03	EAST SIDE BIORETENTION POND "B" -- DFI D 00637
11	C04	STORM PROFILES LINES E3 - E5
12	C05	EAST SIDE BIORETENTION POND "C" -- DFI D 00638
13	C06	STORM PROFILES LINE E6
14	C07	WEST SIDE BIORETENTION POND "D" -- DFI D 00639
15	C08	STORM PROFILES LINES W1 - W2
16	C09	WEST SIDE BIORETENTION POND "E" -- DFI D 00640
17	C10	STORM PROFILES LINES W3 - W5
18	C11	WEST SIDE CONVEYANCE SYSTEM
19	C12	STORM PROFILES LINES W6 - W7
20	D01	STORMWATER DETAILS
21	D02	STORMWATER DETAILS
22	D03	STORMWATER DETAILS
23	D04	STORMWATER DETAILS
24	D05	EAST SIDE BIORETENTION PONDS A, B AND C -- STAKING PLAN
25	D06	WEST SIDE BIORETENTION PONDS D AND E -- STAKING PLAN
26	L01	EAST SIDE BIORETENTION FACILITIES LANDSCAPE PLAN
27	L02	WEST SIDE BIORETENTION FACILITIES LANDSCAPE PLAN
28	L03	LANDSCAPE NOTES AND DETAILS
29	CT01	APPROVED DETOUR ROUTE

Oct 07, 2014 - 3:49pm  
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- LEGEND:**
- INSTALL INLET PROTECTION (SEE DETAIL SHEET EC03)
  - INSTALL SEDIMENT FENCE (SEE DETAIL SHEET EC03)
  - TEMPORARY EROSION CONTROL MATTING (SEE SHEET EC04 AND SP 211 FOR MORE DETAILS)
  - TEMPORARY EROSION CONTROL MATTING AND RESTORATION SEEDING (SEE SP 207 FOR MORE DETAILS)
  - BARK MULCH (SEE SP 207 FOR MORE DETAILS)
  - GENERAL FLOW DIRECTION ARROWS

**AS-BUILT**

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*Benjamin Hahey*  
 Benjamin Hahey, P.E., Project Manager  
 Date: 10/15/14

**CITY OF Salem**  
 AT YOUR SERVICE

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 ENGINEERING DIVISION  
 SALEM PUBLIC WORKS DEPARTMENT

otak  
 200 Washington Street  
 Suite 404  
 Salem, OR 97301  
 Phone: (503) 588-2234  
 Fax: (503) 588-2234  
 engineers planners landscape architects surveyors

**SEALED**  
 ORIGINALS SEALED BY:  
 QUINN L. DONNELLY  
 REG#: 78109PE  
 DATE SIGNED: 12-07-2012  
 CERTIFICATE EXPIRED: 12-31-2013

**CENTER ST AND MARION ST BRIDGE STORMWATER RETROFIT**  
 BID SET  
 DECEMBER 2012

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	"E6" ADJUSTMENT	1.4.13	QLD
2	AS BUILT	10/14	BRH

**PN 711202**

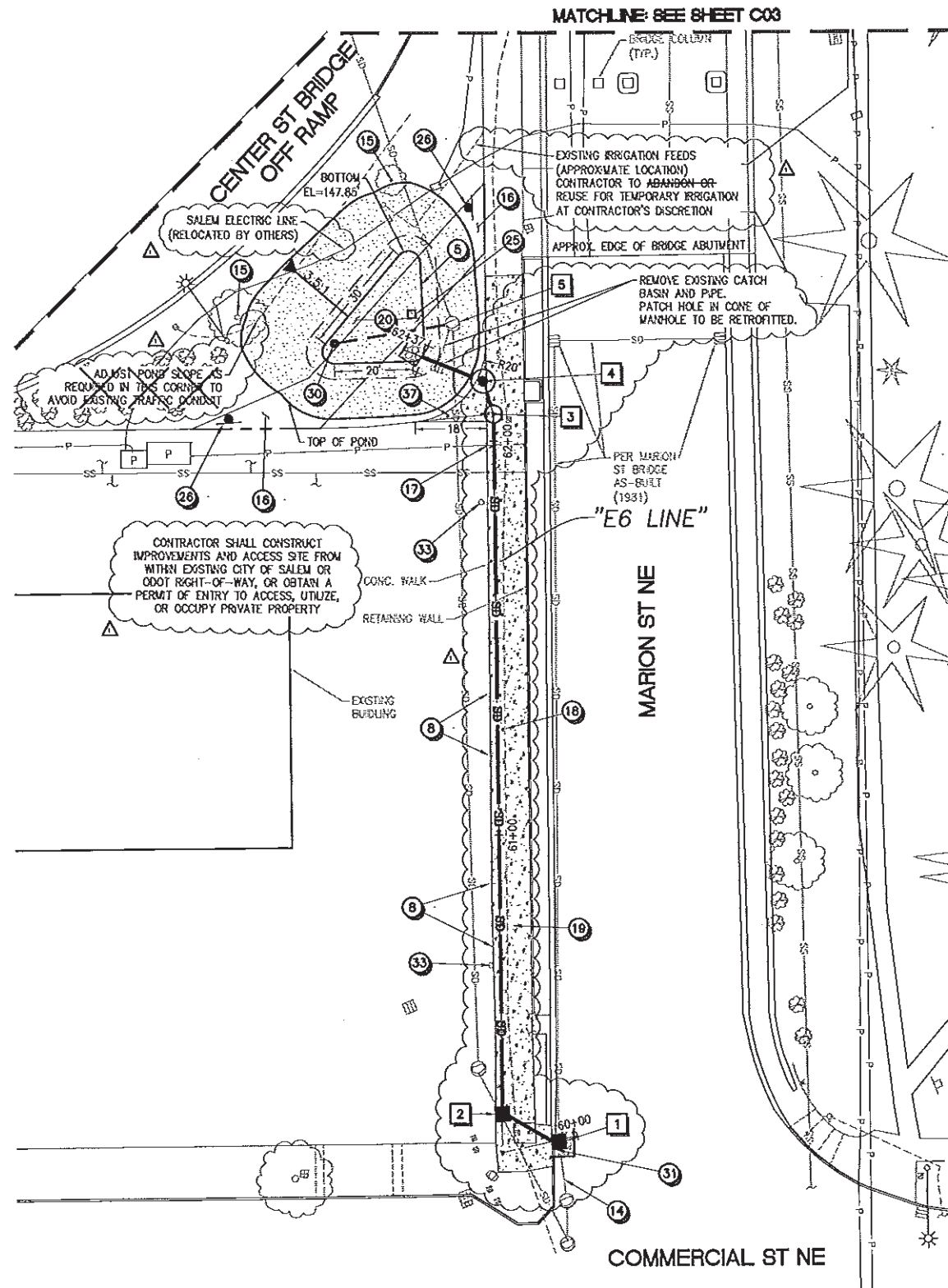
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 VERT SCALE: AS SHOWN  
 DESIGN: OLD  
 DRAWN: JO  
 CHECKED: TK BH 12/14/12  
 APPROVED: JLB 12/14/12

SHEET TITLE  
**EAST SIDE EROSION & SEDIMENT CONTROL PLAN**

**EC01**  
 SHEET 4 OF 29

BID SET

Oct 07, 2014 - 4:00pm  
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**AS-BUILT**

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*Benjamin Honey*  
 Benjamin Honey, P.E., Project Manager

10/15/14  
 Date:

**GENERAL CONSTRUCTION NOTES**

- 5 CONSTRUCT BIORETENTION POND INLET (SEE SHEET D01 FOR DETAILS)
- 8 PROTECT/RESTORE CONCRETE PARKING BLOCK
- 14 ABANDON EXISTING STORM PIPE
- 15 PROTECT TREE
- 16 REMOVE ASPHALT PATHWAY. SEE LANDSCAPE PLAN FOR REPLACEMENT DETAILS.
- 17 CROSSING OF MAJOR SALEM ELECTRIC (SE) POWER CONDUIT. NOTIFY SE PRIOR TO DIGGING WITHIN 10 FEET OF LINE.
- 18 PROTECT TRAFFIC SIGNAL WIRE. COORDINATE WITH CITY OF SALEM TRAFFIC ENGINEERING SECTION.
- 19 REMOVE AND REPLACE SIDEWALK (SEE ODOT STANDARD DRAWING RD720)
- 20 CONSTRUCT BIORETENTION POND C (SEE SHEET D05 FOR DETAILS)
- 25 INSTALL BIORETENTION POND BOTTOM MARKER (SEE SHEET D01 FOR DETAILS)
- 26 INSTALL BIORETENTION POND FIELD MARKER (SEE ODOT STANDARD DRAWING RD399 FOR DETAILS)
- 30 CONSTRUCT STORM SEWER CLEANOUT (SEE SHEET D01 FOR DETAILS)
- 31 REPLACE CURB AND GUTTER
- 33 PROTECT EXISTING POLE
- 37 CONSTRUCT CONCRETE WALK

**STORM SEWER CONSTRUCTION NOTES**

- 1 "E6 LINE" - STA: 60+04.88, 0.04'L CONSTRUCT TYPE G-2 INLET #9 (SEE ODOT STANDARD DRAWING RD364) REMOVE EXISTING INLET CONNECT EXISTING PIPE I.E. IN = 148.74 (12" W) 148.80
- 2 "E6 LINE" - STA: 60+19.13, 0.00'-60+29.38, 0.00' CONSTRUCT TYPE G-2 INLET #19 WITH SOLID TOP (SEE ODOT STANDARD DRAWING RD364)
- 3 "E6 LINE" - STA: 62+06.88, 0.00' CONSTRUCT STORM SEWER MH #6 (SEE ODOT STANDARD DRAWING RD336)
- 4 "E6 LINE" - STA: 62+15.66, 0.00' CONSTRUCT POLLUTION CONTROL MH #5 (SEE ODOT STANDARD DRAWING RD340)
- 5 "E6 LINE" - STA: 62+28.19, 10.74'R RETROFIT EXISTING MH WITH ATRIUM GRATE #2 RIM = 148.05-148.78 I.E. IN = 144.61 (8" S) 144.70 (SEE SHEET D01 FOR DETAILS)

SEE SHEET C04 FOR PROFILE OF E6 LINE



SHEET PREPARED BY:



**otak**  
 engineers planners landscape architects surveyors  
 700 Washington Street, Suite 401, Salem, OR 97301-3238  
 Phone: (503) 777-9613 Fax: (503) 777-9621

**SEALED**

ORIGINALS SEALED BY:  
 QUINN L. DONNELLY  
 REG#: 78109PE  
 DATE SIGNED: 12-07-2012  
 CERTIFICATE EXPIRED: 12-31-2013

**CENTER ST AND MARION ST BRIDGE STORMWATER RETROFIT**

BID SET  
 DECEMBER 2012

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	"E6" ADJUSTMENT	1.4.13	QLD
2	AS BUILT	10/14	BRH

**PN 711202**

DATUM: NGVD 29 (BASED ON COS BMS)
SURVEY: EAST SIDE - COS / WEST SIDE - OTAK
HORIZ SCALE: AS SHOWN
VERT SCALE: AS SHOWN
DESIGN: QLD
DRAWN: JO
CHECKED: TK BH 12/14/12
APPROVED: JLB 12/14/12

SHEET TITLE

EAST SIDE BIORETENTION POND "C"  
 DFI D 00638

BID SET



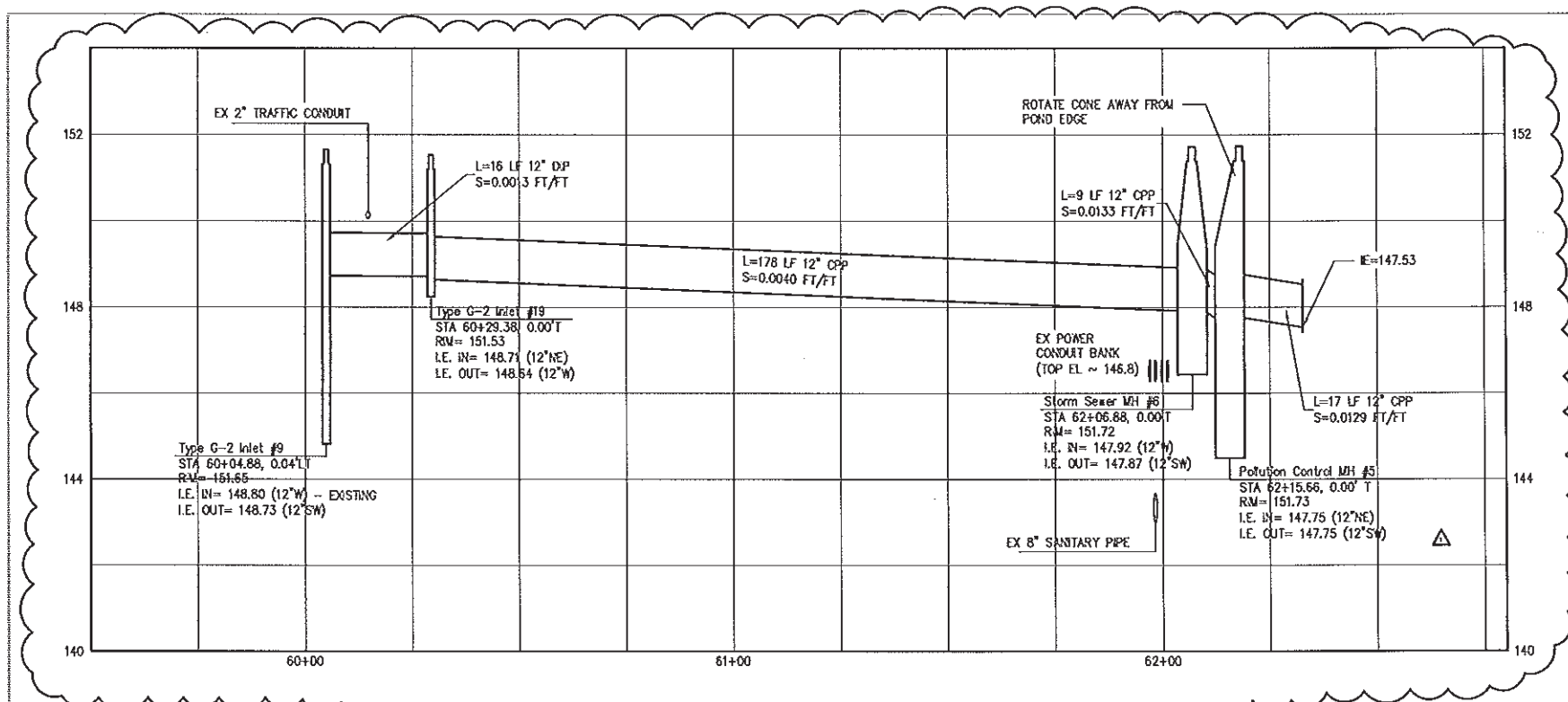
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SHEET PREPARED BY:



700 Washington Street  
 Suite 402  
 Salem, VA 24150-2138  
 Phone: (540) 727-9811  
 Fax: (540) 727-3662

engineers  
 planners  
 landscape architects  
 surveyors



"E6" LINE - 1" = 20'  
 1H:10V

### AS-BUILT

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*Benjamin Haney*  
 Benjamin Haney, P.E., Project Manager

10/15/14  
 Date:

SEALED  
 ORIGINALS SEALED BY:  
 QUINN L. DONNELLY  
 REG#: 78109PE  
 DATE SIGNED: 12-07-2012  
 CERTIFICATE EXPIRED: 12-31-2013

DATE SIGNED:

CENTER ST AND  
 MARION ST BRIDGE  
 STORMWATER  
 RETROFIT  
 BID SET  
 DECEMBER 2012

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	"E6" ADJUSTMENT	1.4.13	QLD
2	AS BUILT	10/14	BRH

### PN 711202

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 SURVEY: EAST SIDE - COS / WEST SIDE - OTAK  
 HORIZ SCALE: AS SHOWN  
 VERT SCALE: AS SHOWN  
 DESIGN: QLD  
 DRAWN: JO  
 CHECKED: TK 8H 12/14/12  
 APPROVED: JLB 12/14/12

SHEET TITLE

STORM PROFILES  
 LINE E6

**C06**  
 SHEET 13 OF 29



BID SET

Oct 07, 2014 4:08pm G:\Group\techpool\PROJECTS\711202 Center St and Marion St Stormwater Retrofit\Phase 1\As-Built\01\C853F-D01\_04.dwg

SHEET PREPARED BY:



engineers  
planners  
architects  
surveyors

100 Washington Street  
Salem, OR 97301  
Phone: (503) 771-9911  
Fax: (503) 771-9922

SEALED

ORIGINALS SEALED BY:  
QUINN L. DONNELLY  
REG#: 78109PE  
DATE SIGNED: 12-07-2012  
CERTIFICATE EXPIRES: 12-31-2013

CENTER ST AND MARION ST BRIDGE  
STORMWATER  
RETROFIT

BID SET  
DECEMBER 2012

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	ADDED DETAIL NOTE	1.4.13	QLD
2	AS BUILT	10/14	BRH

PN 711202

DATUM: NGVD-29 (BASED ON COS BMS)  
SURVEY: EAST SIDE - COS / WEST SIDE - OTAK  
HORIZ SCALE: AS SHOWN  
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DRAWN: JO  
CHECKED: TK BH 12/14/12

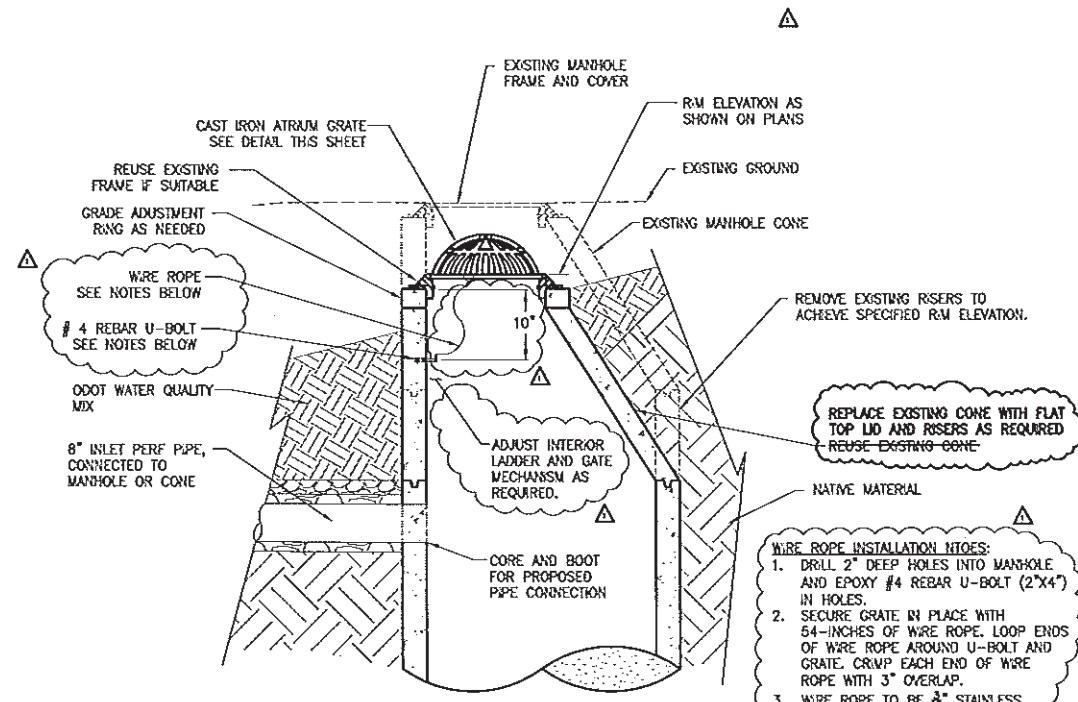
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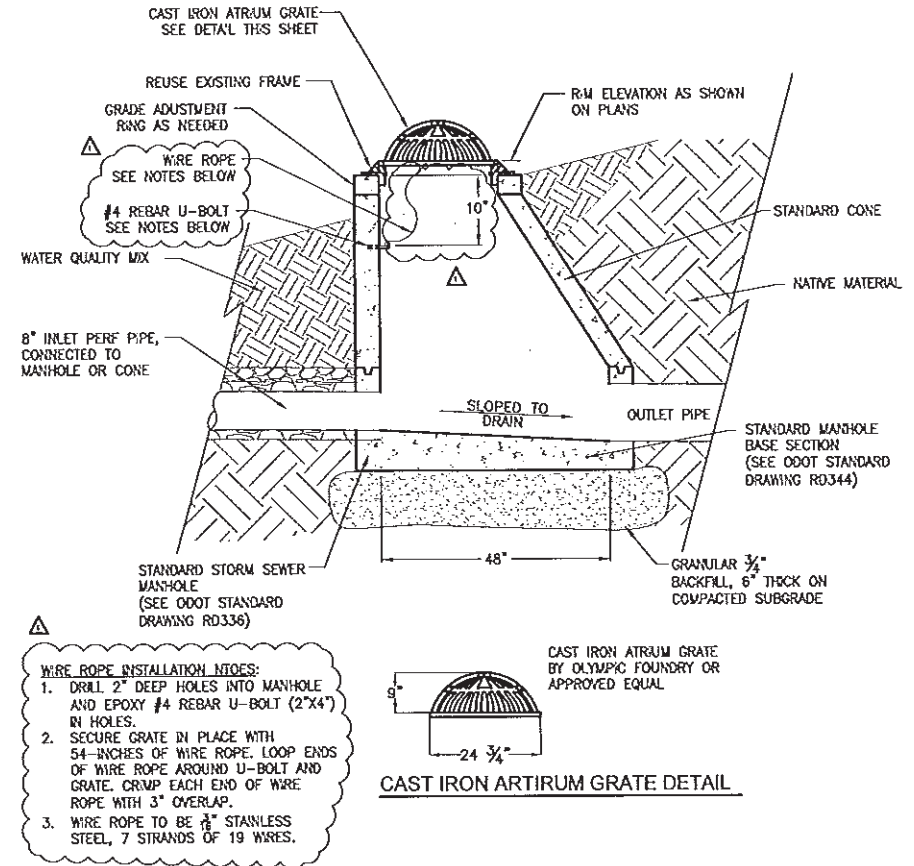
STORMWATER DETAILS

D01

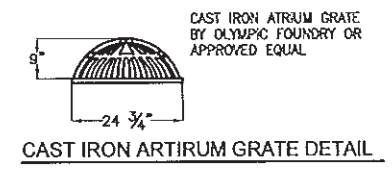
SHEET 20 OF 29



1 RETROFIT OF EXISTING MANHOLE WITH ATRIUM GRATE  
D01 NOT TO SCALE



WIRE ROPE INSTALLATION NOTES:  
1. DRILL 2" DEEP HOLES INTO MANHOLE AND EPOXY #4 REBAR U-BOLT (2"x4") IN HOLES.  
2. SECURE GRATE IN PLACE WITH 54-INCHES OF WIRE ROPE. LOOP ENDS OF WIRE ROPE AROUND U-BOLT AND GRATE. CRIMP EACH END OF WIRE ROPE WITH 3" OVERLAP.  
3. WIRE ROPE TO BE 3/8" STAINLESS STEEL, 7 STRANDS OF 19 WIRES.



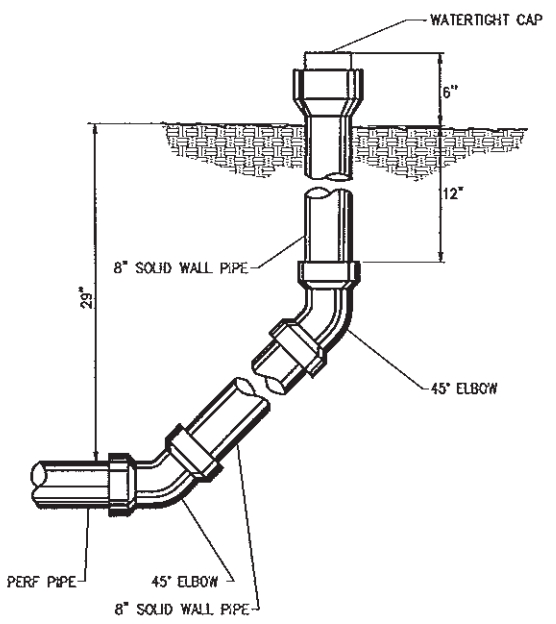
2 STORM SEWER MANHOLE WITH ATRIUM GRATE TOP  
D01 NOT TO SCALE

AS-BUILT

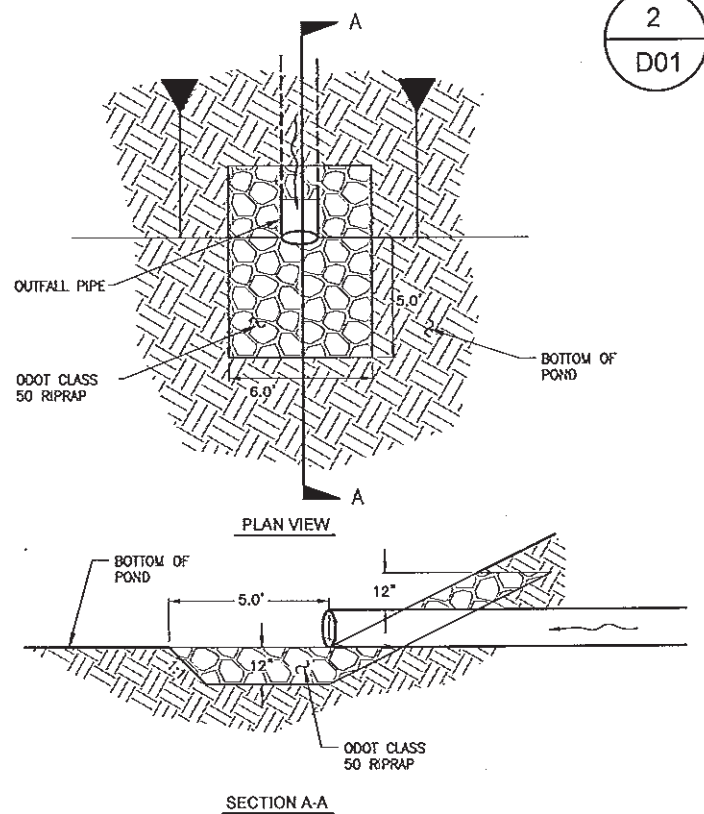
"THIS AS-CONSTRUCTED DRAWING WAS PREPARED UNDER MY SUPERVISION FROM DATA COLLECTED UNDER MY SUPERVISION AND REPRESENTS TO MY KNOWLEDGE, THE BEST INFORMATION REGARDING MATERIALS AND DIMENSIONS INCLUDED IN THE AS-CONSTRUCTED PROJECT. THE CITY OF SALEM DOES NOT GUARANTEE THE ACCURACY OF THIS AS-CONSTRUCTED DRAWING."

Benjamin Hohey, P.E., Project Manager

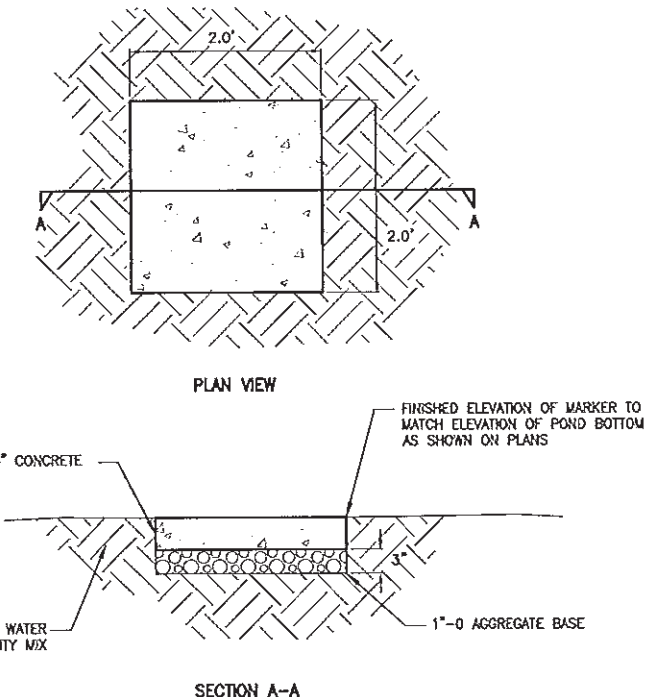
Date: 10/15/14



3 STORM SEWER CLEANOUT  
D01 NOT TO SCALE



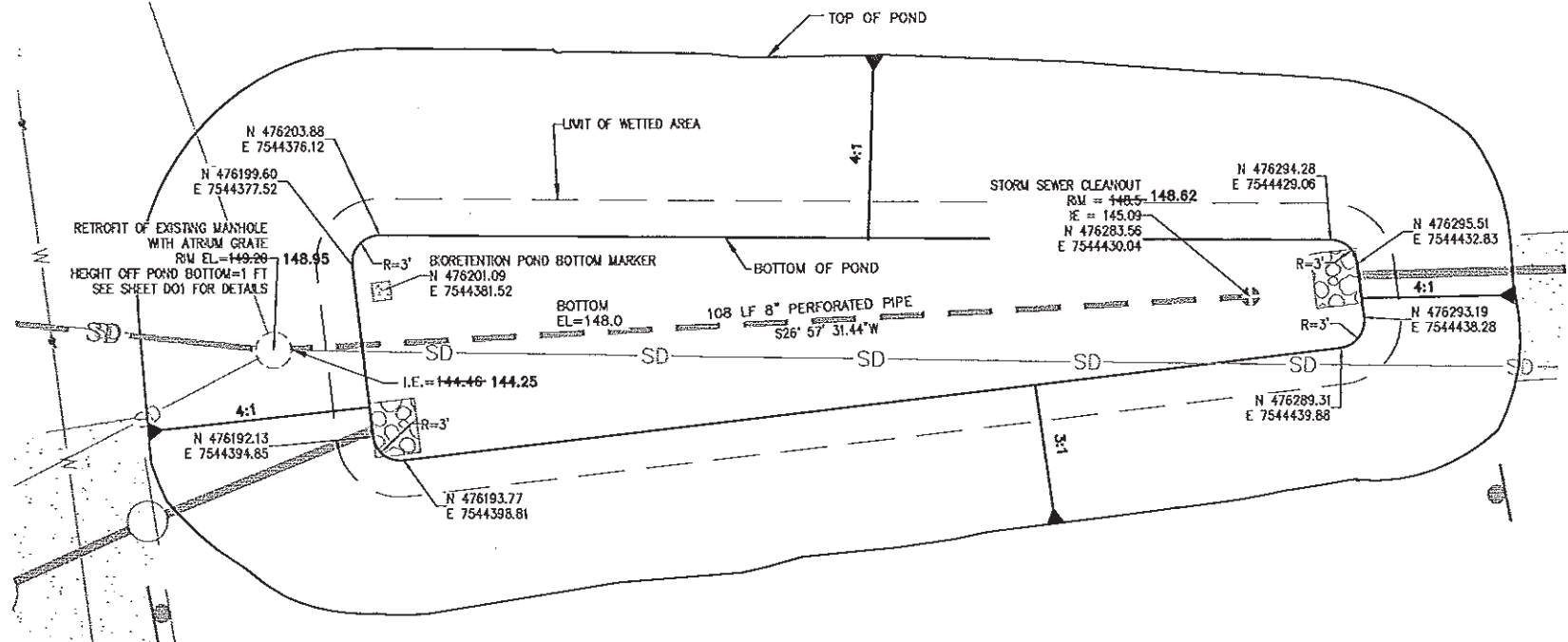
4 BIORETENTION POND INLET  
D01 NOT TO SCALE



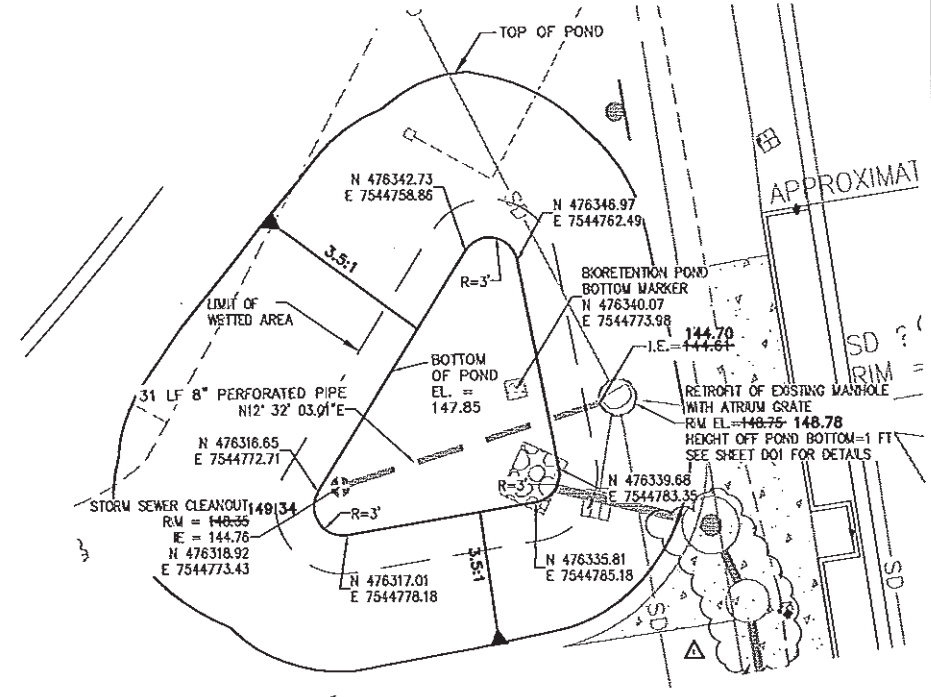
5 BIORETENTION POND BOTTOM MARKER  
D01 NOT TO SCALE

BID SET

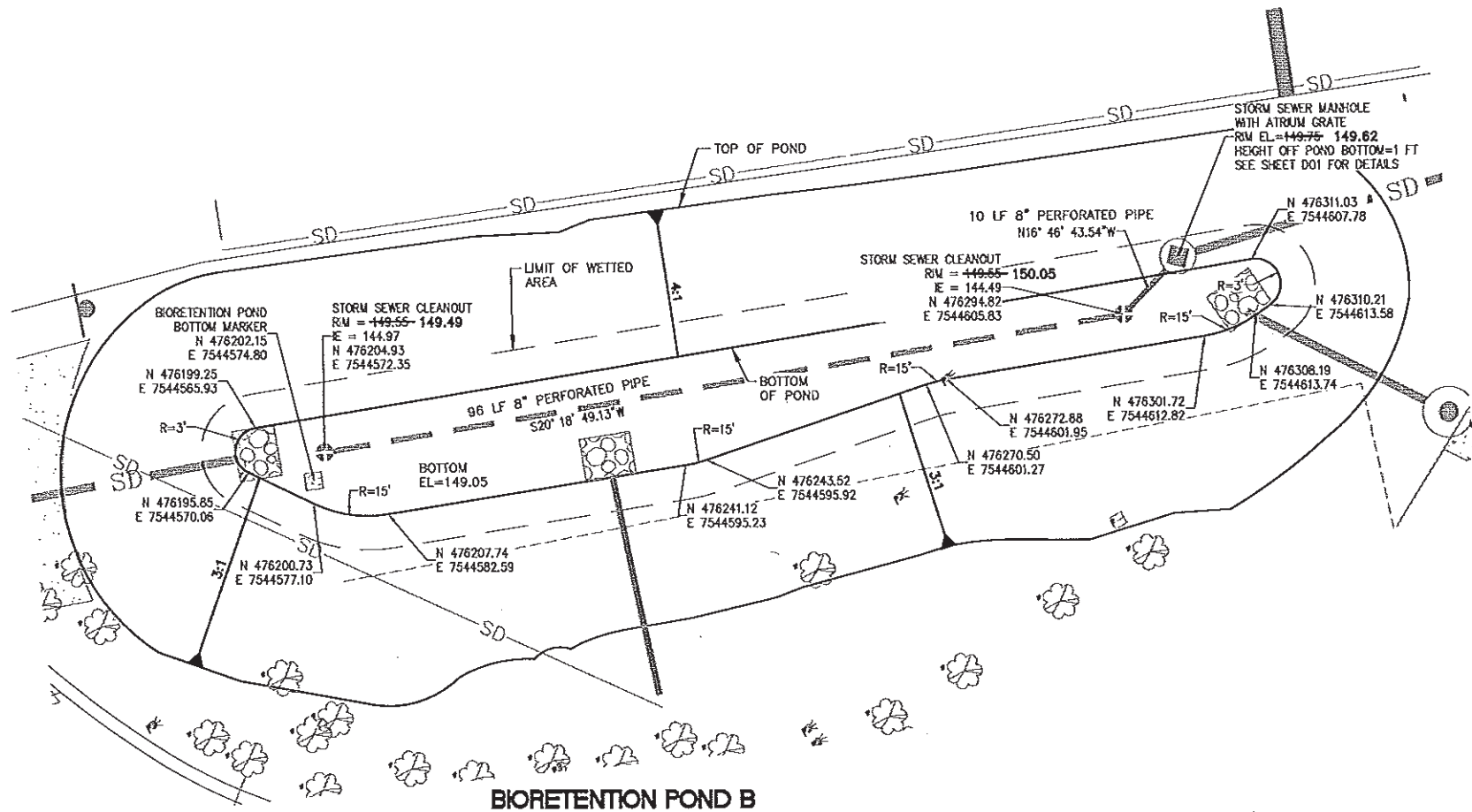
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**BIORETENTION POND A**



**BIORETENTION POND C**



**BIORETENTION POND B**

NOTE: COORDINATES NOT AS-BUILT

**AS-BUILT**

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Benjamin Honey, P.E., Project Manager  
Date: 10/15/14



CITY OF **Salem**  
AT YOUR SERVICE

SHEET PREPARED BY:

ENGINEERING DIVISION  
SALEM PUBLIC WORKS DEPARTMENT

otak  
Incorporated  
200 Polkton Street  
Suite 406  
Keosauqua, IA 50601-2138  
Phone: (515) 777-9933  
Fax: (515) 777-9922

engineers  
planners  
landscape architects  
surveyors

**SEALED**  
ORIGINALS SEALED BY:  
QUINN L. DONNELLY  
REG#: 78109PE  
DATE SIGNED: 12-07-2012  
CERTIFICATE EXPIRED: 12-31-2013

**CENTER ST AND MARION ST BRIDGE STORMWATER RETROFIT**  
BID SET  
DECEMBER 2012

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	"EG" ADJUSTMENT	1.4.13	QLD
2	AS BUILT	10/14	BRH

**PN 711202**

DATUM:	NGVD-29 (BASED ON COS BMS)
SURVEY:	EAST SIDE - COS / WEST SIDE - OTAK
HORIZ SCALE:	AS SHOWN
VERT SCALE:	AS SHOWN
DESIGN:	OLD
DRAWN:	JO
CHECKED:	TK BH 12/14/12
APPROVED:	JLB 12/14/12

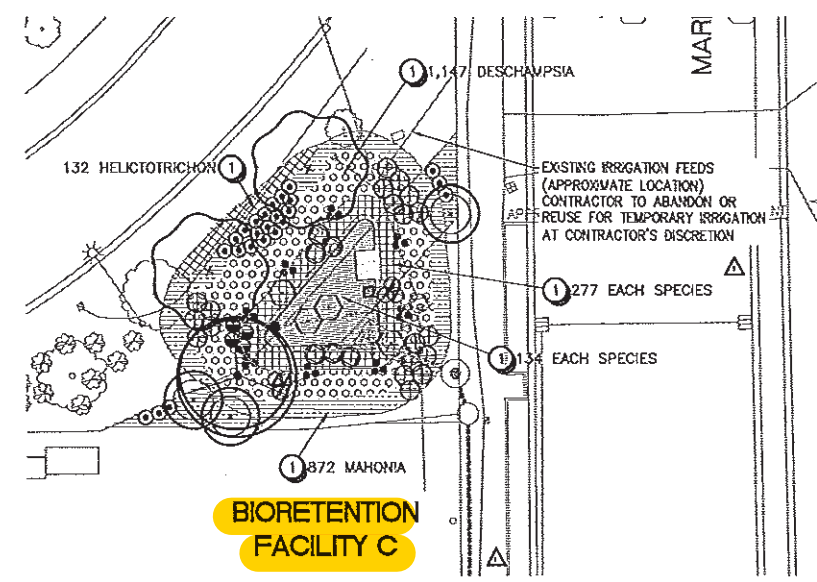
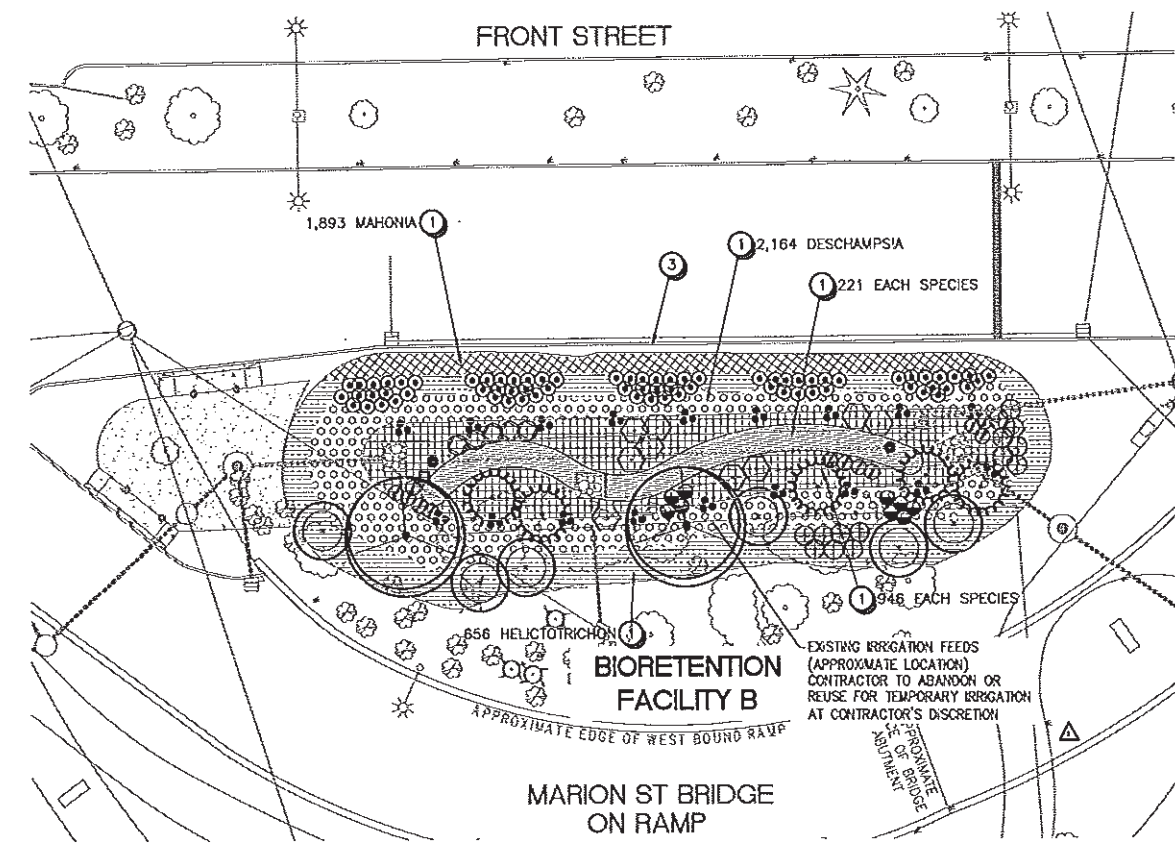
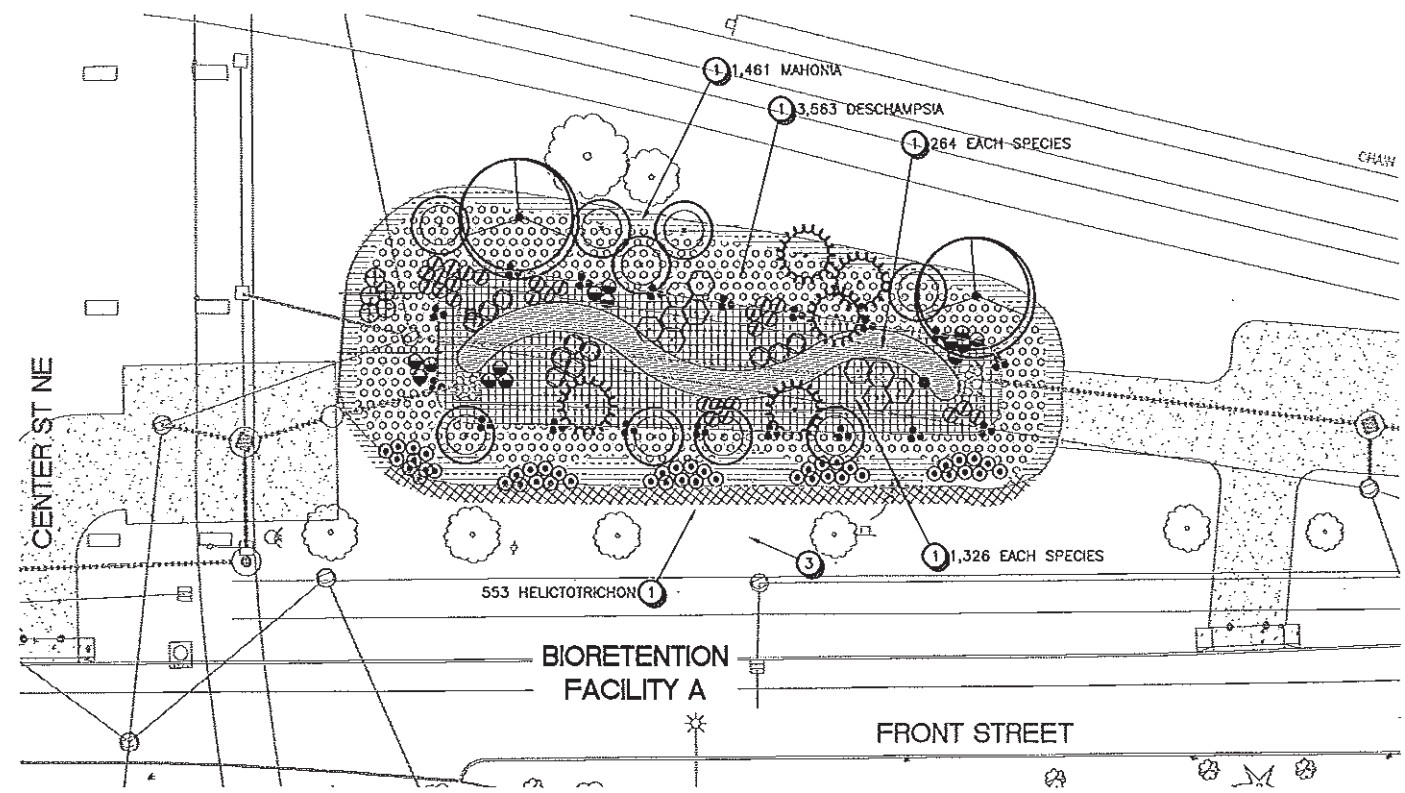
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**EAST SIDE BIORETENTION PONDS A, B, C STAKING PLAN**

**D05**  
SHEET 24 OF 29

BID SET

Oct 07, 2014 - 4:30pm G:\Group\techpool\PROJECTS\711202 Center St and Marion St Stormwater Retrofit\Phase 1\As-Built\L1\0853F-L1-SERIES.dwg



**BIORETENTION FACILITY C**  
**D00638**

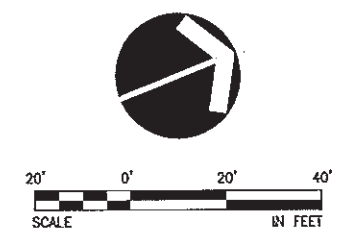
**PLANT LEGEND - EAST SIDE**

SYMBOL	QTY EAST SIDE (SHEET L01)	BOTANICAL NAME / COMMON NAME	SIZE	SPACING
<b>TREES</b>				
(Symbol: circle with cross)	18	ACER CIRCINATUM / VINE MAPLE	6'-6" HT., B&B	AS SHOWN
(Symbol: circle with X)	2	CARPINUS BETULUS / EUROPEAN HORNBEAM (NOTE: MATCH SPECIES ON WEST SIDE OF FRONT STREET)	2" CAL., B&B	30' O.C.
(Symbol: circle with dot)	6	ACER MACROPHYLLUM / BIG LEAF MAPLE	2" CAL., B&B	AS SHOWN
(Symbol: circle with vertical line)	10	THUJA PLICATA / WESTERN RED CEDAR	4'-5" HT., CONT.	AS SHOWN
<b>SHRUBS</b>				
(Symbol: circle with horizontal line)	143	CORNUS SERICEA 'SANTY' / ISANTI REDTWIG DOGWOOD	1 GAL. CONT.	3' O.C.
(Symbol: circle with vertical line)	27	PHYSOCARPUS CAPITATUS / PACIFIC NINEBARK	1 GAL. CONT.	3' O.C.
(Symbol: circle with diagonal line)	38	RIBES SANGUINEUM / RED FLOWERING CURRENT	1 GAL. CONT.	4' O.C.
(Symbol: circle with horizontal line)	45	ROSA PISOCARPA / SWAMP ROSE	1 GAL. CONT.	3' O.C.
(Symbol: circle with vertical line)	22	SPIRAEA DOUGLASII / DOUGLAS SPIREA	1 GAL. CONT.	4' O.C.
(Symbol: circle with diagonal line)	23	SALIX LUCIDA VAR. LASIANDRA / PACIFIC WILLOW	1 GAL. CONT.	6' O.C.

GRASSES, GROUNDCOVER, OTHER				
BIORETENTION FACILITY: TREATMENT AREA PLANTS				
(Symbol: horizontal lines)	620	CAREX Densa / DENSE SEDGE	10" PLUG	1' O.C.
(Symbol: vertical lines)	620	CAREX OBNUPTA / SLOUGH SEDGE	10" PLUG	1' O.C.
(Symbol: diagonal lines)	620	ELEOCHARIS PALUSTRIS / CREEPING SPIKE RUSH	10" PLUG	1' O.C.
(Symbol: grid)	2,547	JUNCUS PATENS / SPREADING RUSH	10" PLUG	1' O.C.
(Symbol: grid)	2,547	JUNCUS TENUIS / SLENDER RUSH	10" PLUG	1' O.C.
BIORETENTION FACILITY: SIDE SLOPES				
(Symbol: circles)	6,876	DESCHAMPSIA CESPITOSA / TUFTED HAIRGRASS	10" PLUG	1' O.C.
(Symbol: horizontal lines)	4,226	MAHONIA REPENS / CREEPING MAHONIA	4" POTS	1' O.C.
(Symbol: diagonal lines)	1,341	HELICTOTRICHON SEMIPERVIRENS / BLUE OAT GRASS	4" POTS	1' O.C.
(Symbol: dots)	264 BULBS	GREAT CAMAS LILY / Camassia leichlinii GROUP OF 6 BULBS 6" O.C.	1/2"	AS SHOWN.

- NOTES:**
- ALL PLANTED AREAS SHALL BE WATERED FOR A MINIMUM 2-YEAR ESTABLISHMENT PERIOD.
  - SEE WEST SIDE BIO-RETENTION FACILITIES PLANS SHEET L02.
  - ALL DISTURBED AREAS TO RECEIVE TEMPORARY EROSION CONTROL MATTING UNTIL PLANTED.

- LANDSCAPE KEYNOTES**
- EVENLY DISTRIBUTE SPECIFIED GRASS SPECIES THROUGHOUT ENTIRE AREA SHOWN ON PLAN. TRIANGULAR SPACING. SEE DETAIL 1A.03.
  - PERMETER FENCE. SEE CIVIL DRAWINGS.
  - RESTORE AREAS DISTURBED BY CONSTRUCTION ON FRONT STREET TO EXISTING CONDITIONS.
  - BROADCAST SPECIFIED SEED MIX.



**AS-BUILT**

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Benjamin Honey, P.E., Project Manager  
Date: 10/15/14

CITY OF *Salem* AT YOUR SERVICE

SHEET PREPARED BY:

ENGINEERING DIVISION  
SALEM PUBLIC WORKS DEPARTMENT

otak  
engineers planners architects surveyors

700 Washington Street  
Salem, OR 97301  
Phone: 503.771.9613  
Fax: 503.771.9614

**SEALED**

ORIGINALS SEALED BY:  
DAVID D. HAYNES  
LANDSCAPE ARCHITECT  
REG#: 283  
DATE SIGNED: NOT LISTED

**CENTER ST AND MARION ST BRIDGE STORMWATER RETROFIT**  
BID SET  
DECEMBER 2012

REVISIONS			
NO.	DESCRIPTION	DATE	BY
1	IRRIGATION NOTE	1.4.13	QLD
2	AS BUILT	10/14	BRH

**PN 711202**

DATUM: NGVD-29 (BASED ON COS BMS)  
SURVEY: EAST SIDE - COS / WEST SIDE - OTAK  
HORIZ SCALE: AS SHOWN  
VERT SCALE: AS SHOWN  
DESIGN: QLD  
DRAWN: JO  
CHECKED: TK

APPROVED:

SHEET TITLE

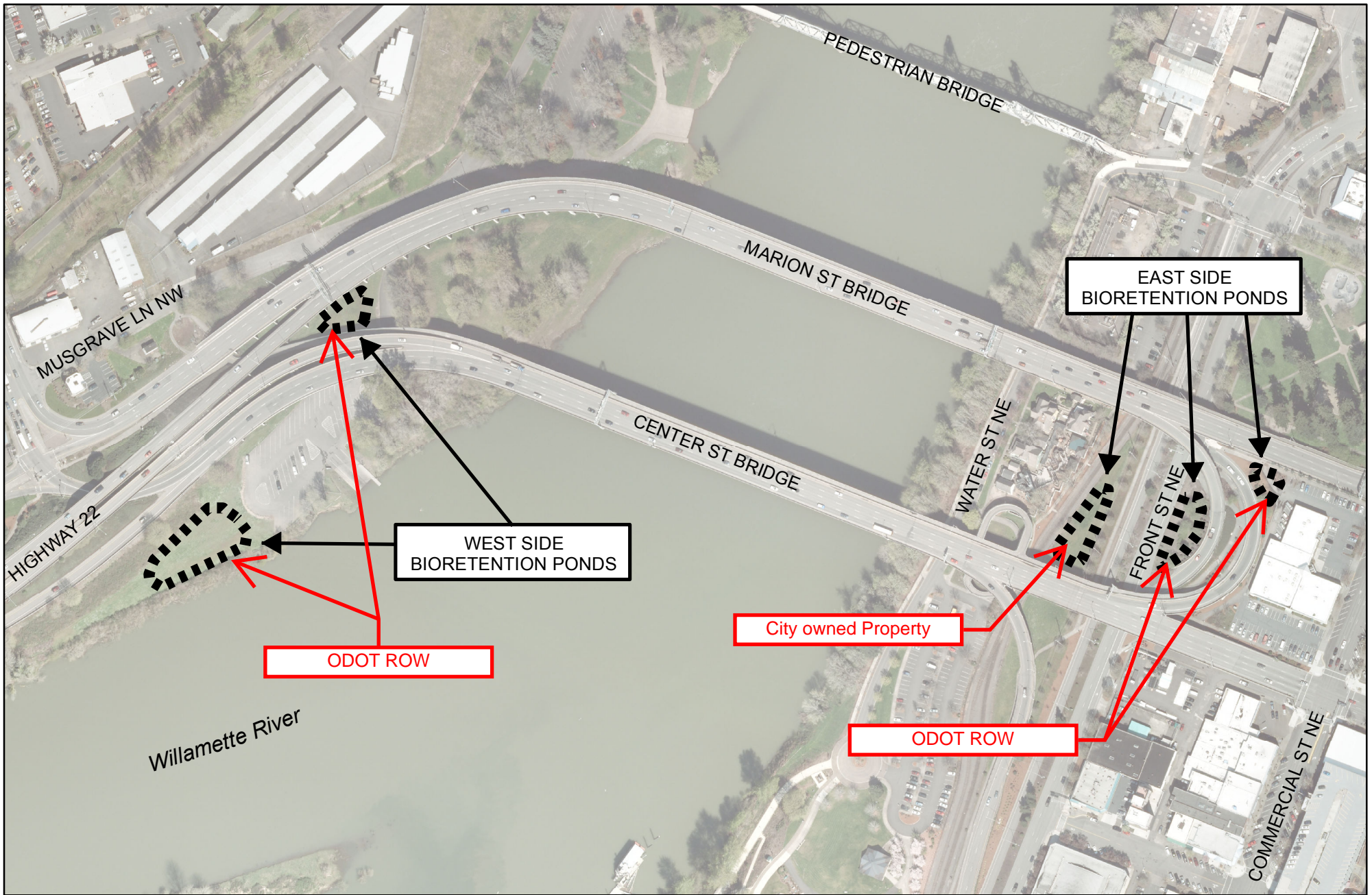
**EAST SIDE BIORETENTION FACILITIES LANDSCAPE PLAN**

**L01**

SHEET 26 OF 29

BID SET

## **C Appendix C – IGA**



CENTER ST AND MARION ST BRIDGES  
 STORMWATER RETROFIT  
 VICINITY MAP



**Oregon Department of Transportation  
MASTER INTERGOVERNMENTAL AGREEMENT  
Stormwater Retrofit Implementation  
City of Salem**

**THIS AGREEMENT** is entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" and the CITY OF SALEM acting by and through its designated officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, state agencies may enter into agreements with units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. The State of Oregon's aging infrastructure, including ODOT's highway system and associated water quality treatment facilities, is in need of updating. Future regulatory requirements will very likely include a requirement to conduct a stormwater retrofit assessment of that infrastructure.
3. ODOT has initiated a Stormwater Retrofit Program and committed \$8.4 million towards stand-alone stormwater retrofit projects over the next four years (ODOT's fiscal years 2011 through 2014). These projects will be in urbanized areas within the Willamette Valley Watershed. A retrofit prioritization plan has been prepared for this program. Project screening and selection will focus on identifying projects that will have the greatest benefits to water quality and quantity relative to cost.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. Agency and ODOT will collaborate to retrofit stormwater facilities of mutual interest and benefit for watershed health within Agency's jurisdictional areas. These actions will improve water quality, restore stormwater volume and rates of discharge from transportation related facilities to more natural flows, and improve conditions for Endangered Species Act (ESA) listed species and other biological communities.
2. By this Agreement, Agency and ODOT agree to provide mutual support to accomplish specific stormwater retrofit projects. That support may take the form of payment for elements of work; provision of planning, design, construction, establishment or maintenance services in connection with specific projects; exchanges of material goods or products; or commitment to specific allocation of staff time for elements of

work not specifically called out in this listing. This Agreement provides the vehicle for those exchanges; however, the specific projects and their scopes will be determined via Work Order Authorizations entered into by mutual consent of both Parties as project details are developed over the term of this Agreement. ODOT funds under this Agreement shall not exceed \$2,200,000 in State funds.

3. Effective Date and Duration. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the work and final payment; or December 31, 2014, whichever occurs sooner. The Work Order Authorization shall contain beginning and ending dates for the specific work.
4. Work Order Authorizations. All work performed under this Agreement shall be determined by Work Order Authorizations entered into by mutual consent of both Parties. The Work Order Authorization, Exhibit A is attached hereto and by this reference made a part hereof. Work Order Authorizations shall include the project scope, delivery schedule, and budget for each project. All project work will be done in accordance with the terms and conditions of this Agreement; specific elements of work will be accomplished pursuant to terms of a mutual, written Work Order Authorizations. Both Parties shall sign the Work Order Authorization before commencement of work. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. If the total cost of this Agreement or the individual Work Order Authorization exceeds \$150,000, the Oregon Department of Justice must review and approve any amendments and/or Work Order Authorizations prior to performance of any work.
5. Statement of Work. ODOT and Agency shall jointly develop a Statement of Work, as defined below and incorporated into the Work Order Authorization. Each Statement of Work shall contain the following elements:
  - a. A detailed description of work to be performed, including tasks, deliverables, schedule, estimated and not-to-exceed costs, and mutually agreed standards for acceptance.
  - b. Collaboration or assistance to be provided by ODOT, in addition to the agreed compensation amount.
  - c. Name of Agency's Project Manager responsible for supervising Agency's obligations under the Work Order Authorization.
  - d. Name of the ODOT's Project Manager assigned as liaison to Agency, and to supervise and verify timely Work Order Authorization completion.
  - e. Dates of Work Order Authorization beginning and completion, including milestones where appropriate.



- f. Performance reporting requirements, including delivery and payment schedules of interim and final work products.
  - g. Any change to a Statement of Work, must be made by written amendment to the Work Order Authorization. No work under an amendment to the Work Order Authorization may begin until the amendment has been signed by both Parties, and has received all other required approvals.
6. Project Representatives. Each Party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. Each Party shall notify the other of any contact information changes during the term of this Agreement.

<u>Agency</u>	<u>ODOT</u>
<b>Project Manager:</b> Ken Roley Facilities Engineer	<b>Project Manager:</b> Sam Johnston, Acting Region 2 Local Agency Liaison
<b>Organization:</b> City of Salem, Public Works Department	<b>Organization:</b> ODOT, Highway Division Region 2, Local Programs
<b>Address:</b> 555 Liberty Street SE Salem, OR 97301	<b>Address:</b> 455 Airport Road SE, Bldg. B Salem, OR 97301-5395
<b>Phone:</b> (503) 588-6211	<b>Phone:</b> (503) 986-2650
<b>Fax:</b> (503) 315-2568	<b>Fax:</b> (503) 986-2630
<b>Email:</b> <a href="mailto:kroley@cityofsalem.net">kroley@cityofsalem.net</a>	<b>Email:</b> <a href="mailto:Samuel.A.Johnston@odot.state.or.us">Samuel.A.Johnston@odot.state.or.us</a>

7. The Work Order Authorization form may be signed by the ODOT Project Manager and the Agency Project Manager, or assigned designee upon individual's absence. Each Party shall notify the other Party in writing of any contact information changes during the term of this Agreement.
8. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both Parties.
9. Termination.
- a. The Parties, by written, mutual instrument signed by both Parties, may agree to an immediate termination of this Agreement or any individual Work Order Authorization, or at a time certain upon mutual written consent.
  - b. Either Party may terminate this Agreement or any individual Work Order Authorization effective not less than thirty (30) days from delivery of written notice.
  - c. Either Party may terminate this Agreement or any individual Work Order Authorization effective not less than ten (10) days from written notice or at such

other date as may be established by the terminating Party under any of the following conditions:

- i) If funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the Agreement or any individual Work Order Authorization may be modified to accommodate a reduction in funds.
  - ii) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or any individual Work Order Authorization, or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- d. Either Party may terminate this Agreement or any individual Work Order Authorization in the event of a breach by the other Party. Prior to such termination, however, the Party seeking termination shall give the other Party written notice of the Party's intent to terminate. If the Party has not cured the breach within ten (10) days or a longer period as granted in the cure notice, the Party seeking compliance may terminate this Agreement or any individual Work Order Authorization.
- e. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination. Termination of this Agreement will also terminate all outstanding Work Order Authorizations.
10. Funds Available and Authorized. Both Parties certify that at the time Work Order Authorizations are written under the terms of this Agreement that sufficient funds will be available and authorized for expenditure to finance costs of that Work Order Authorization within that Party's current appropriation and limitation. Both Parties understand and agree that payment of amounts under this Agreement attributable to work performed after the last date of the current budget period is contingent on that Party receiving sufficient appropriation, limitations, or other expenditure authority.
11. If Agency performs work under this Agreement that will be reimbursed by ODOT, Agency shall present invoices for 100 percent of actual costs incurred to ODOT's Project Manager for review and approval. Such invoices shall be in a form identifying the work performed, the Agreement number and the Work Order Authorization number and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one month in duration. Travel expenses shall not be reimbursed. ODOT shall pay Agency within forty-five (45) days of receipt of approved invoices.
12. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

13. Choice of Venue. Oregon law shall govern this Agreement and all rights, obligations and disputes arising out of the Agreement. Venue for all disputes and litigation shall be in Circuit Court of Marion County, Oregon.
14. Severability/Survival. If any of the provisions contained in this Agreement are held unconstitutional or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.
15. Ownership of Work Product. Ownership of each stormwater facility constructed under this Agreement, as between the Parties shall be determined at the time of execution of any Work Order Authorization under this Agreement, and each stormwater facility will become part of the owner's managed capital assets unless otherwise determined by separate and mutual agreement. After completion of construction, the stormwater facilities shall not be removed without notice and mutual written consent of both Parties to this Agreement.
16. Right of Access: ODOT and Agency each agree to grant to the other's staff or designees access to the Party's property and facilities to make observations or monitor stormwater facility performance. This right of access will continue for the duration of this Agreement, but may be extended by separate written mutual agreement. Agency shall contact ODOT's District Manager via email or US Mail requesting consent for its contractors to enter onto state right of way for the work performed under this Agreement.
17. Operation and Maintenance of Stormwater Facilities. The designated owner of each facility will be responsible for operation and maintenance of the stormwater facilities constructed under this Agreement, unless determined otherwise in the Work Order Authorization or separate mutual written agreement.
18. Access to Records. Both Parties and their duly authorized representatives, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of both Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting Party.
19. Public Contracting Law.
  - a. If the Project is non-construction related, both Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing,

the Parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- b. If the Project is construction related, both Parties shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, the Parties expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20. Neither Party shall enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the other Party.

21. Agency agrees to provide ODOT with name(s) of the contractor and subcontractors doing work on any projects associated with this Agreement, along with total dollars contracted to those listed.

## 22. State Approval

- a. Agency shall notify ODOT when it is prepared to proceed with the development of the Project.
- b. Agency or its consultant shall conduct the necessary field surveys, prepare plans and contract documents, advertise for bid proposals, award all contracts and supervise construction of the Project. ODOT design standards shall be followed unless otherwise agreed upon between the Parties.
- c. Agency shall submit a copy of Preliminary Plans (at approximately 90%) to Region 2 Local Program staff and ODOT's Stormwater Retrofit Program Manager for review and concurrence prior to advertising for a construction contract or, if Agency forces will perform the construction work, prior to construction. Concurrence must be received from State prior to proceeding with the Project.

23. Agency shall perform the work under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employees' performance of the work under this Agreement including, but not limited

to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

24. All employers, including both Parties that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. The Parties shall ensure that each of its subcontractors complies with these requirements.

25. No Third Party Beneficiary. Agency and ODOT are the only Parties to this Agreement and as such, are the only Parties entitled to enforce its terms. Nothing contained in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

26. Contribution.

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

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

law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

- c. With respect to a Third Party Claim for which Agency is jointly liable with ODOT (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

27. Alternative Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

28. Indemnification by Contractors. If Agency contracts any of the work under this Agreement, Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the contractor and subcontractor from and against any and all Claims. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's

contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

29. Merger Clause. This Agreement, attached exhibits, and successive Work Order Authorizations, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification, or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.
30. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
31. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Oregon Transportation Commission on December 29, 2008, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations. Day-to-day operations include those activities required to implement the biennial budget approved by the Legislature, including activities to execute a project in the Statewide Transportation Improvement Program.

*Signature page to follow*

City of Salem / State of Oregon – Dept. of Transportation  
Agreement No. 27319


On September 15, 2006, the Director of the Oregon Department of Transportation approved Subdelegation Order No. 2, Paragraph 1, in which authority is delegated to the Deputy Director, Highways, to approve and sign agreements over \$75,000 when the work is related to a project included in the Statewide Transportation Improvement Program, or in a line item in the biennial budget approved by the Director.

**CITY OF SALEM**, by and through its designated officials

By   
City Manager

Date 5/20/2011

**STATE OF OREGON**, by and through its Department of Transportation

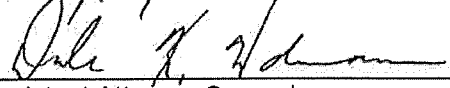
By   
Highway Division Administrator

Date 7/11/11

**APPROVED AS TO LEGAL SUFFICIENCY**

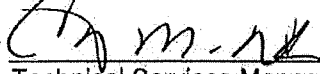
By   
City Legal Counsel

Date 5/17/2011

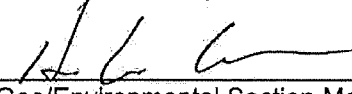
By   
Assistant Attorney General

Date 6/8/11

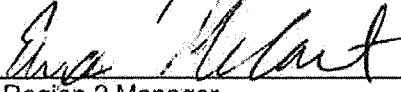
**APPROVAL RECOMMENDED**

By   
Technical Services Manager/Chief Engineer

Date 7-5-11

By   
Geo/Environmental Section Manager

Date 5 July 2011

By   
Region 2 Manager

Date 6/21/2011

**Agency Contact:**

Ken Roley, Facilities Engineer  
City of Salem Public Works Department  
555 Liberty Street SE  
Salem, OR 97301  
Phone: (503) 588-6211  
Email: [kroley@cityofsalem.net](mailto:kroley@cityofsalem.net)

**ODOT Contact:**

Sam Johnston, Acting Local Agency Liaison  
ODOT, Highway Division, Region 2  
455 Airport Road SE, Bldg. B  
Salem, OR 97301-5395  
Phone: (503) 986-2650  
Email: [Samuel.A.Johnston@odot.state.or.us](mailto:Samuel.A.Johnston@odot.state.or.us)



**AMENDMENT NUMBER 01  
MASTER INTERGOVERNMENTAL AGREEMENT  
Stormwater Retrofit Implementation  
City of Salem**

The **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" and the **CITY OF SALEM**, acting by and through its designated officials, hereinafter referred to as "Agency," entered into an Agreement on July 11, 2011. Said Agreement covers the terms and obligations of the Parties to collaborate to retrofit stormwater facilities of mutual interest and benefit for watershed health within Agency's jurisdictional areas.

It has now been determined by ODOT and Agency that the Agreement referenced above shall be amended to increase the total State funds allocated toward this Agreement and update language. Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

**TERMS OF AGREEMENT, Paragraphs 2 and 3, Pages 1 and 2 which read:**

2. By this Agreement, Agency and ODOT agree to provide mutual support to accomplish specific stormwater retrofit projects. That support may take the form of payment for elements of work; provision of planning, design, construction, establishment or maintenance services in connection with specific projects; exchanges of material goods or products; or commitment to specific allocation of staff time for elements of work not specifically called out in this listing. This Agreement provides the vehicle for those exchanges; however, the specific projects and their scope will be determined via Work Order Authorizations entered into by mutual consent of both Parties as project details are developed over the term of this Agreement. ODOT funds under this Agreement shall not exceed \$2,200,000 in State funds.
3. Effective Date and Duration: The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the work and final payment, or December 31, 2014, whichever occurs sooner. The Work Order Authorization shall contain beginning and ending dates for the specific work.

**Shall be deleted in their entirety and replaced with the following:**

2. Agreement. By this Agreement, Agency and ODOT agree to provide mutual support to accomplish specific stormwater retrofit projects. That support may take the form of payment for elements of work; provision of planning, design, construction, establishment or maintenance services in connection with specific projects; exchanges of material goods or products; or commitment to specific allocation of staff time for elements of work not specifically called out in this listing. This Agreement provides the vehicle for those exchanges; however, the specific projects and their scopes will be determined via Work Order Authorizations entered into with mutual

consent of both Parties as project details are developed over the term of this Agreement. ODOT funds under this Agreement shall not exceed \$2,400,000 in State funds.

3. Effective Date and Duration. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the work and final payment, or October 31, 2015, whichever occurs sooner. Each Work Order Authorization shall contain beginning and ending dates for the specific work.

**TERMS OF AGREEMENT, Paragraph 6, Page 3 which reads:**

6. Project Representatives. Each Party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. Each Party shall notify the other of any contact information changes during the term of this Agreement.

<u>Agency</u>	<u>ODOT</u>
<b>Project Manager:</b> Ken Roley Facilities Engineer	<b>Project Manager:</b> Sam Johnston, Acting Region 2 Local Agency Liaison
<b>Organization:</b> City of Salem, Public Works Department	<b>Organization:</b> ODOT, Highway Division Region 2, Local Programs
<b>Address:</b> 555 Liberty Street SE Salem, OR 97301	<b>Address:</b> 455 Airport Road SE, Bldg. B Salem, OR 97301-5395
<b>Phone:</b> (503) 588-6211	<b>Phone:</b> (503) 986-2650
<b>Fax:</b> (503) 315-2568	<b>Fax:</b> (503) 986-2630
<b>Email:</b> <a href="mailto:kroley@cityofsalem.net">kroley@cityofsalem.net</a>	<b>Email:</b> <a href="mailto:Samuel.A.Johnston@odot.state.or.us">Samuel.A.Johnston@odot.state.or.us</a>

**Shall be deleted in its entirety and replaced with the following:**

6. Project Representatives. Each Party has designated a project manager to be the formal representative for this Agreement. All reports, notices, and other communications required under or relating to this Agreement shall be directed to the appropriate individual. Each Party shall notify the other of any contact information changes during the term of this Agreement.

<u>Agency</u>	<u>ODOT</u>
<b>Project Manager:</b> Ken Roley Facilities Engineer	<b>Project Manager:</b> Lee Cronemiller Local Agency Liaison
<b>Organization:</b> City of Salem, Public Works Department	<b>Organization:</b> ODOT, Region 2 Local Programs
<b>Address:</b> 555 Liberty Street SE Salem, OR 97301	<b>Address:</b> 455 Airport Road SE, Bldg. B Salem, OR 97301-5395
<b>Phone:</b> (503) 588-6211	<b>Phone:</b> (503) 986-2779
<b>Fax:</b> (503) 315-2568	<b>Fax:</b> (503) 986-2630
<b>Email:</b> <a href="mailto:kroley@cityofsalem.net">kroley@cityofsalem.net</a>	<b>Email:</b> <a href="mailto:lee.m.cronemiller@odot.state.or.us">lee.m.cronemiller@odot.state.or.us</a>

Insert new **TERMS OF AGREEMENT, Paragraph 16**, to read as follows:

16. Ownership of Environmental Mitigation Credits. Any environmental mitigation credits generated by projects conducted under this Agreement shall be awarded to ODOT, unless determined otherwise in the Work Order Authorization or by separate mutual written agreement.

**TERMS OF AGREEMENT, Paragraphs 16 through 31**, shall be hereinafter re-numbered as **Paragraphs 17 through 32**.

**TERMS OF AGREEMENT, Paragraph 18, Page 5** which reads:

18. Operation and Maintenance of Stormwater Facilities. The designated owner of each facility will be responsible for operation and maintenance of the stormwater facilities constructed under this Agreement, unless determined otherwise in the Work Order Authorization or separate mutual written agreement.

Shall be deleted in its entirety and replaced with the following:

18. Operation and Maintenance of Stormwater Facilities. Agency shall develop an Operations and Maintenance (O&M) Manual for each facility unless determined otherwise in the Work Order Authorization or by separate mutual written agreement. O&M manuals shall be prepared using standards described in the "ODOT Hydraulics Manual" and supporting technical directives, bulletins, and advisories. The designated owner of each facility will be responsible for operation and maintenance of the stormwater facilities constructed under this Agreement, unless determined otherwise in the Work Order Authorization or separate mutual written agreement.

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE FOLLOWS

**CITY OF SALEM**, by and through its designated officials

By Linda Nanni  
City Manager

Date 9/19/14

**APPROVED AS TO LEGAL FORM**

By [Signature]  
City Legal Counsel

Date 9/17/14

**Agency Contact:**

Ken Roley, Facilities Engineer  
City of Salem Public Works Department  
555 Liberty Street SE  
Salem, OR 97301  
Phone: (503) 588-6211  
Email: [kroley@cityofsalem.net](mailto:kroley@cityofsalem.net)

**State Contact:**

Lee Cronemiller, Local Agency Liaison  
ODOT, Region 2  
455 Airport Road SE, Bldg. B  
Salem, OR 97301  
Phone: (503) 986-2779  
Email: [lee.m.cronemiller@odot.state.or.us](mailto:lee.m.cronemiller@odot.state.or.us)

**STATE OF OREGON**, by and through its Department of Transportation

By \_\_\_\_\_  
Highway Division Administrator

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Technical Services Manager/Chief Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Geo/Environmental Section Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY**

By Bonnie Hatten  
Assistant Attorney General

Date 9/26/14

City of Salem / State of Oregon – Dept. of Transportation  
Agreement No. 26319, Amendment No. 1

**CITY OF SALEM**, by and through its  
designated officials

By Linda Nami  
City Manager

Date 9/19/14

**APPROVED AS TO LEGAL FORM**

By [Signature]  
City Legal Counsel

Date 9/17/14

**Agency Contact:**

Ken Roley, Facilities Engineer  
City of Salem Public Works Department  
555 Liberty Street SE  
Salem, OR 97301  
Phone: (503) 588-6211  
Email: [kroley@cityofsalem.net](mailto:kroley@cityofsalem.net)

**State Contact:**

Lee Cronemiller, Local Agency Liaison  
ODOT, Region 2  
455 Airport Road SE, Bldg. B  
Salem, OR. 97301  
Phone: (503) 986-2779  
Email: [lee.m.cronemiller@odot.state.or.us](mailto:lee.m.cronemiller@odot.state.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By [Signature]  
Highway Division Administrator

Date 10/13/14

**APPROVAL RECOMMENDED**

By [Signature]  
Technical Services Manager/Chief  
Engineer

Date 10/8/14

By [Signature]  
Geo/Environmental Section Manager

Date 10/8/14

By Sonny P. Chickering  
Region 2 Manager

Date 10-02-14

**APPROVED AS TO LEGAL  
SUFFICIENCY**

By [Signature]  
Assistant Attorney General

Date 9/26/14

*Signed Copy*

**WORK ORDER AUTHORIZATION**

Agreement No. 27319 Work Order Authorization No. 01

Under the terms of Agreement No. 27319, between the **OREGON DEPARTMENT OF TRANSPORTATION (ODOT)** and the **CITY OF SALEM (AGENCY)** dated July 11, 2011, which is hereby incorporated by reference, the following Project work is authorized:

Project Name: OR22: Center and Marion Street Bridges (Salem)

Project Location: Oregon Route 22 (Willamina-Salem Highway), City of Salem

Project Property Owner: ODOT

**Project Description:** Design and construct stormwater treatment facilities to collect and treat pollutant run-off from the crown to the east end of both the Marion and Center Street bridges located on OR22. The Project will construct a vegetated water quality facility in existing ODOT right of way.

ODOT Project Manager: Mark Foster, Region 2 Local Agency Liaison

Agency Project Manager: Ken Roley, Facilities Engineer

Total Authorized Amount of this Work Order: \$476,000 Expenditure Account No. SW11R205-000

Work Order Start Date: July 11, 2011 Work Order End Date: July 31, 2012

<b>Effective Date: No Work shall occur until signed by all Parties.</b>	<b>ODOT Totals</b>
Expenditure Account No. SW11R205-000	
A. Amount authorized for this Work Order Authorization	\$476,000
B. Amount authorized on prior Work Order Authorizations	\$0
C. Total Amount authorized for all Work Order Authorizations (A+B=C)	\$476,000
D. Agreement Not-to-Exceed amount	\$2,200,000
E. Amount remaining on Agreement (D-C=E)	\$1,724,000

**STATEMENT OF WORK**

Work to be completed under this Work Order Authorization includes the scoping, design, and construction of stormwater treatment facilities to collect and treat pollutant run-off from the crown to the east end of the Marion Street and Center Street bridges located on OR22.

The construction of vegetated treatment facilities on the east side of the Willamette River to treat stormwater runoff from the Marion and Center Street bridges will be constructed in the ODOT right of way and/or in City of Salem property.

The attached Project Charter provides further details and responsibilities associated with the OR 22: Center and Marion Street Bridges (Salem) Project.

Any credit of unspent state funds accrued by the Project shall belong to ODOT.

ODOT will have a bridge repair project on the Marion Street Bridge. The contractor will be working from around mid-July 2011 to December 2011. The ODOT contractor on the bridge repair project, therefore, will be out there prior to this Stormwater Retrofit work and have precedence.

**1. Agency shall:**

- a. Manage the design and construction of the Project.
- b. Use design standards and specifications that are consistent with ODOT.
- c. Distribution of 30% and then 90% plan review sets for approval by ODOT. This shall include a hydraulic report to ODOT for review.
- d. Finalize documents, prepare for advertisement.
- e. Bid the project.
- f. Provide construction inspection and management.
- g. Provide ODOT with monthly progress reports.
- h. Keep ODOT informed of any changes in the scope or cost of the Project.
- i. Develop an Operations and Maintenance Manual for each stormwater treatment facility.
- j. Provide Project closeout.
- k. Attempt to place the treatment facilities within the ODOT right of way on the east end of the bridges. Should any end up on City of Salem right of way, the Agency shall take maintenance responsibilities for the stormwater treatment facilities on City of Salem right of way.

**2. ODOT shall:**

- a. Provide Agency with current design standards for stormwater treatment facilities.
- b. Provide Agency with current drawings of the Center and Marion Street Bridges.
- c. Review and must approve design plans presented by Agency prior to start of construction.
- d. Review each phase of the Project in a timely manner.
- e. Process invoices presented by Agency for reimbursement of costs up to an amount limited to \$476,000, less ODOT oversight costs, with state Stormwater Retrofit funds.
- f. Take ownership and maintenance responsibilities for the constructed facilities on ODOT right of way.

**Ownership of Environmental Mitigation Credits**

Any environmental mitigation credits generated by this Project shall be awarded to ODOT, unless agreed to by a separate written Agreement by the Parties.

**Schedule and Budget**

<b>Tasks and Deliverables</b>	<b>Due Date</b>	<b>Hours</b>	<b>Budget</b>
Pre-design	8/1/2011	460	\$38,200
Design	10/1/2011	270	\$23,470
Construction	12/31/2011	270	\$414,330
<b>TOTAL</b>			<b>\$476,000</b>

**Standards of Acceptance of Work**

This Project includes an engineered design which must meet the standards of ODOT and Agency and the drawings must be sealed by a Professional Engineer that is registered in Oregon.

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

**ACCEPTANCE OF TERMS AND ACTION APPROVED BY ODOT:** I acknowledge and certify that the work in this Work Order Authorization is within the scope of work of the original Agreement.

Mark Foster  
Mark Foster, Region 2 Local Agency Liaison

7-20-11  
Date

**ACCEPTANCE OF TERMS BY AGENCY:**

Ken Roley  
Ken Roley, P.E., Facilities Engineer

08-08-11  
Date

Linda Norris  
Linda Norris, City Manager

07/28/2011  
Date

**APPROVED AS TO LEGAL SUFFICIENCY:** If work order exceeds \$150,000 signature required

Dale K. Hormann  
Dale K. Hormann, Assistant Attorney General

7/11/11  
Date

cc: ODOT Project Manager  
Agency Project Manager  
OPO Agreements, ODOT Support Services Branch for General Files (*original*)



## WORK ORDER AUTHORIZATION

Agreement No. 27319 Work Order Authorization No. 02

Under the terms of Agreement No. 27319, between the OREGON DEPARTMENT OF TRANSPORTATION (ODOT) and the CITY OF SALEM (AGENCY) dated July 11, 2011, which is hereby incorporated by reference, the following Project work is authorized:

Project Name: OR22: Center and Marion Street Bridges (Salem)

Project Location: Oregon Route 22 (Willamina-Salem Highway), City of Salem

Project Property Owner: ODOT

Project Description: Design and construct stormwater treatment facilities to collect and treat pollutant run-off from the crown to the west end of both the Marion and Center Street bridges located on OR22. The Project will construct a vegetated water quality facility in existing ODOT right of way.

ODOT Project Manager: Mark Foster, Region 2 Local Agency Liaison

Agency Project Manager: Ken Roley, Facilities Engineer

Total Authorized Amount of this Work Order: \$668,800 Expenditure Account No. SW11R205-000

Work Order Start Date: February 20, 2012 Work Order End Date: December 31, 2012

Effective Date: No Work shall occur until signed by all Parties.	ODOT Totals
Expenditure Account No. SW11R205-000	
A. Amount authorized for this Work Order Authorization	\$688,800
B. Amount authorized on prior Work Order Authorizations	\$476,000
C. Total Amount authorized for all Work Order Authorizations (A+B=C)	\$1,164,800
D. Agreement Not-to-Exceed amount	\$2,200,000
E. Amount remaining on Agreement (D-C=E)	\$1,035,200

### STATEMENT OF WORK

Work to be completed under this Work Order Authorization includes the scoping, design, and construction of stormwater treatment facilities to collect and treat pollutant run-off from the crown to the west end of the Marion Street and Center Street bridges located on OR22.

The construction of vegetated treatment facilities on the west side of the Willamette River to treat stormwater runoff from the Marion and Center Street bridges will be constructed in the ODOT right of way and/or in City of Salem property.

The attached Project Charter provides further details and responsibilities associated with the OR 22: Center and Marion Street Bridges (Salem) Project.

Any credit of unspent state funds accrued by the Project shall belong to ODOT.

ODOT has a bridge repair project on the Marion Street Bridge. The contractor will be working on the bridge until approximately May 2012. The ODOT contractor on the bridge repair project will have precedence over the Stormwater Retrofit work.

**1. Agency shall:**

- a. Manage the design and construction of the Project.
- b. Use design standards and specifications that are consistent with ODOT.
- c. Distribution of 30% and then 90% plan review sets for approval by ODOT. This shall include a hydraulic report to ODOT for review.
- d. Finalize documents, prepare for advertisement.
- e. Bid the project.
- f. Provide construction inspection and management.
- g. Provide ODOT with monthly progress reports.
- h. Keep ODOT informed of any changes in the scope or cost of the Project.
- i. Develop an Operations and Maintenance Manual for each stormwater treatment facility.
- j. Provide Project closeout.
- k. Attempt to place the treatment facilities within the ODOT right of way on the west end of the bridges. Should any end up on City of Salem right of way, the Agency shall take maintenance responsibilities for the stormwater treatment facilities on City of Salem right of way.

**2. ODOT shall:**

- a. Provide Agency with current design standards for stormwater treatment facilities.
- b. Provide Agency with current drawings of the Center and Marion Street Bridges.
- c. Review and must approve design plans presented by Agency prior to start of construction.
- d. Review each phase of the Project in a timely manner.
- e. Process invoices presented by Agency for reimbursement of costs up to an amount limited to \$668,800, less ODOT oversight costs, with ODOT Stormwater Retrofit funds.
- f. Take ownership and maintenance responsibilities for the constructed facilities on ODOT right of way.

**Ownership of Environmental Mitigation Credits**

Any environmental mitigation credits generated by this Project shall be awarded to ODOT, unless agreed to by a separate written Agreement by the Parties.

**Schedule and Budget**

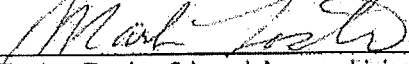
Tasks and Deliverables	Due Date	Hours	Budget
Design & Construction Management	June 4, 2012	1,300	\$113,400
Vegetative swale construction	September 15, 2012	7,000	\$420,000
Contingency	N/A	1,300	\$113,400
Monitoring	September 16, 2013	500	\$42,000
<b>TOTAL</b>			<b>\$668,800</b>

**Standards of Acceptance of Work**

This Project includes an engineered design which must meet the standards of ODOT and Agency and the drawings must be sealed by a Professional Engineer that is registered in Oregon.

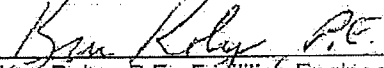
This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY ODOT: I acknowledge and certify that the work in this Work Order Authorization is within the scope of work of the original Agreement.

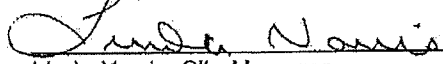
  
Mark Foster, Region 2 Local Agency Liaison

3/2/12  
Date

ACCEPTANCE OF TERMS BY AGENCY:

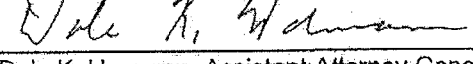
  
Ken Rojey, P.E., Facilities Engineer

02/02/2012  
Date

  
Linda Norris, City Manager

2/23/2012  
Date

APPROVED AS TO LEGAL SUFFICIENCY: If work order exceeds \$150,000 signature required

  
Dale K. Hormann, Assistant Attorney General

2/29/12  
Date

cc: ODOT Project Manager  
Agency Project Manager  
OPO Agreements, ODOT Support Services Branch for General Files (original)

WORK ORDER AUTHORIZATION

Agreement No. 27319 Work Order Authorization No. 03

Under the terms of Agreement No. 27319, between the OREGON DEPARTMENT OF TRANSPORTATION (ODOT) and the CITY OF SALEM (AGENCY) dated July 11, 2011, which is hereby incorporated by reference, the following Project work is authorized:

Project Name: OR22: Center and Marion Street Bridges (Salem)

Project Location: Oregon Route 22 (Willamina-Salem Highway), City of Salem

Project Property Owner: ODOT

Project Description: Design and construct stormwater treatment facilities to collect and treat pollutant run-off from the crown to the west end of both the Marion and Center Street bridges located on OR22. The Project will construct a vegetated water quality facility in existing ODOT right of way.

ODOT Project Manager: Jerry Wolcott, Region 2, Area 4 Project Leader

Agency Project Manager: Ken Roley, Facilities Engineer

Total Authorized Amount of this Work Order: \$733,000 Expenditure Account No. SW11R205-000

Work Order Start Date: September 1, 2012 Work Order End Date: December 31, 2013

Effective Date: No Work shall occur until signed by all Parties.	ODOT Totals
Expenditure Account No. SW11R205-000	
A. Amount authorized for this Work Order Authorization	\$733,000
B. Amount authorized on prior Work Order Authorizations	\$1,467,000
C. Total Amount authorized for all Work Order Authorizations (A+B=C)	\$2,200,000
D. Agreement Not-to-Exceed amount	\$2,200,000
E. Amount remaining on Agreement (D-C=E)	\$0

**STATEMENT OF WORK**

Work to be completed under this Work Order Authorization includes the scoping, design, and construction of piping for the Center and Marion Street bridges. The piping will connect to the facilities that are being constructed under Work Order Authorization No. 1 and No. 2.

The attached Project Charter provides further details and responsibilities associated with the OR 22: Center and Marion Street Bridges (Salem) Project.

Any credit of unspent state funds accrued by the Project shall belong to ODOT.

**1. Agency shall:**

- a. Manage the design and construction of the Project.
- b. Use design standards and specifications that are consistent with ODOT.
- c. Distribution of 30% and then 90% plan review sets for approval by ODOT. This shall include a hydraulic report to ODOT for review.
- d. Finalize documents, prepare for advertisement.
- e. Bid the project.
- f. Provide construction inspection and management.

- g. Provide ODOT with monthly progress reports.
- h. Keep ODOT informed of any changes in the scope or cost of the Project.
- i. Develop an Operations and Maintenance Manual for each stormwater treatment facility.
- j. Provide Project closeout.
- k. Place piping within the ODOT right of way.

**2. ODOT shall:**

- a. Provide Agency with current design standards for stormwater treatment facilities.
- b. Provide Agency with current drawings of the Center and Marion Street Bridges.
- c. Review and must approve design plans presented by Agency prior to start of construction.
- d. Review each phase of the Project in a timely manner.
- e. Process invoices presented by Agency for reimbursement of costs up to an amount limited to \$733,000 for this Work Order Authorization, less ODOT oversight costs, with ODOT Stormwater Retrofit funds.
- f. Take ownership and maintenance responsibilities for the constructed facilities on ODOT right of way.

**Ownership of Environmental Mitigation Credits**

Any environmental mitigation credits generated by this Project shall be awarded to ODOT, unless agreed to by a separate written Agreement by the Parties.

**Schedule and Budget**


<b>Tasks and Deliverables</b>	<b>Due Date</b>	<b>Hours</b>	<b>Budget</b>
Design	July 2013	1,250	\$109,200
Construction	December 2013	7,900	\$473,200
Contingency	N/A	2,400	\$145,600
ODOT Administration	N/A/	60	\$5,000
<b>TOTAL</b>			<b>\$733,000</b>

**Standards of Acceptance of Work**

This Project includes an engineered design which must meet the standards of ODOT and Agency and the drawings must be sealed by a Professional Engineer that is registered in Oregon.

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY ODOT: I acknowledge and certify that the work in this Work Order Authorization is within the scope of work of the original Agreement.


  
\_\_\_\_\_  
Jerry Wolcott, Region 2, Area 4 Project Leader

10-25-12  
\_\_\_\_\_  
Date

ACCEPTANCE OF TERMS BY AGENCY:

  
\_\_\_\_\_  
Ken Roley, P.E., Facilities Engineer

10/07/2012  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Linda Norris, City Manager

10/16/2012  
\_\_\_\_\_  
Date

APPROVED AS TO LEGAL SUFFICIENCY: If work order exceeds \$150,000 signature required

  
\_\_\_\_\_  
Assistant Attorney General

9/25/2012  
\_\_\_\_\_  
Date

- cc: ODOT Project Manager
- Agency Project Manager
- OPO Agreements, ODOT Support Services Branch for General Files (original)

## WORK ORDER AUTHORIZATION

Agreement No. 27319 Work Order Authorization No. 04

Under the terms of Agreement No. 27319, between the OREGON DEPARTMENT OF TRANSPORTATION (ODOT) and the CITY OF SALEM (AGENCY) dated July 11, 2011, which is hereby incorporated by reference, the following Project work is authorized:

Project Name: OR22: Center and Marion Street Bridges (Salem)

Project Location: Oregon Route 22 (Willamina-Salem Highway), City of Salem

Project Property Owner: ODOT

**Project Description:** Design and construct stormwater treatment facilities to collect and treat pollutant-containing stormwater runoff from Center Street and Marion Street Bridges located on OR22. The Project will construct vegetated water quality facilities within existing ODOT right-of-way at both ends of the Center Street and Marion Street Bridges. The project will also construct new, galvanized steel bridge drainage systems from Bent 6 to Bent 19 of the Center Street Bridge to convey run-off to the vegetated water quality facilities. Installation of new bridge drainage systems on the Marion Street Bridge is deferred for a future ODOT project.

ODOT Project Manager: Lee Cronemiller, Region 2, Local Agency Liaison

Agency Project Manager: Ken Roley, Facilities Engineer

Total Authorized Amount of this Work Order: \$127,200 Expenditure Account. No. SW11R205-000  
SW12R206-400

Work Order Start Date: September 1, 2012 Work Order End Date: October 31, 2015

Effective Date: No Work shall occur until signed by all Parties.	ODOT Totals
Expenditure Account Nos. <u>SW11R205-000 / SW12R206-400</u>	
A. Amount authorized for this Work Order Authorization	\$127,200
B. Amount authorized on prior Work Order Authorizations	\$2,200,000
C. Total Amount authorized for all Work Order Authorizations (A+B=C)	\$2,327,200
D. Agreement Not-to-Exceed amount	\$2,327,200
E. Amount remaining on Agreement (D-C=E)	\$0

### STATEMENT OF WORK

This Work Order Authorization (WOA) No. 4 increases the overall project budget and Not-to-Exceed amount to fund the estimated cost of Phase 3 construction; that is, construction of the Center Street Bridge drainage system. The Work includes Construction Engineering; Agency project management, inspection and contract administration; and ODOT oversight. The Project deliverables and Project Charter specified in WOA No. 1 through No. 3 remain unchanged.

Any credit of unspent state funds accrued by the Project shall belong to ODOT.

#### 1. Agency shall:

- a. Manage the design and construction of the Project.
- b. Use design standards and specifications that are consistent with ODOT.

- c. Distribution of 30% and then 90% plan review sets for approval by ODOT. This shall include a hydraulic report to ODOT for review.
- d. Finalize documents, prepare for advertisement.
- e. Bid the project.
- f. Provide construction inspection and management.
- g. Provide ODOT with monthly progress reports.
- h. Keep ODOT informed of any changes in the scope or cost of the Project.
- i. Develop an Operations and Maintenance Manual for each stormwater treatment facility.
- j. Provide Project closeout.
- k. Place piping within the ODOT right of way.

**2. ODOT shall:**

- a. Provide Agency with current design standards for stormwater treatment facilities.
- b. Provide Agency with current drawings of the Center and Marion Street Bridges.
- c. Review and must approve design plans presented by Agency prior to start of construction.
- d. Review each phase of the Project in a timely manner.
- e. Process invoices presented by Agency for reimbursement of costs up to an amount limited to \$127,200 for this WOA No. 4 and \$2,327,200 in total Project costs, less ODOT oversight costs, with ODOT Stormwater Retrofit funds.
- f. Take ownership and maintenance responsibilities for the constructed facilities on ODOT right of way.

**Ownership of Environmental Mitigation Credits**

Any environmental mitigation credits generated by this Project shall be awarded to ODOT, unless agreed to by a separate written Agreement by the Parties.

**Schedule and Budget**

<b>Work Order Authorization No. 4</b>			
<b>Tasks and Deliverables</b>	<b>Due Date</b>	<b>Hours</b>	<b>Budget</b>
Design			
Construction	December 2014	2,120	\$112,200
Contingency			
ODOT Administration	N/A		\$15,000
<b>TOTAL</b>			<b>\$127,200</b>

The following table summarizes the TOTAL Project budget, as specified in WOA Nos. 1, 2, 3 and 4:

<b>Tasks and Deliverables</b>	<b>Due Date</b>	<b>Hours</b>	<b>Budget</b>
<b>Expenditure Account: SW11R205-000</b>			
Design*	December 2013	6,460	\$387,450
<b>Expenditure Account: SW12R206-400</b>			
Construction	December 2013	32,330	\$1,908,750
Contingency	N/A		\$31,000
<b>TOTAL</b>			<b>\$2,327,200</b>

\*Design includes Agency costs for project management, contract administration, construction inspection, construction engineering and engineering services contracted by Agency. Design also includes ODOT oversight costs. The budget includes \$15,000 for ODOT Phase 3 construction (Center Street Bridge drainage systems) oversight costs.

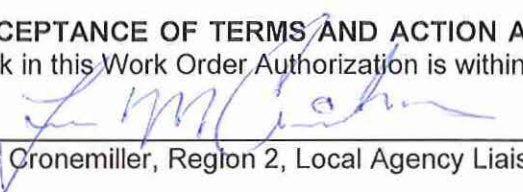


**Standards of Acceptance of Work**


This Project includes an engineered design that must meet the standards of ODOT and Agency and the drawings must be sealed by a Professional Engineer registered in Oregon.

This Work Order Authorization No. 4 may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

**ACCEPTANCE OF TERMS AND ACTION APPROVED BY ODOT:** I acknowledge and certify that the work in this Work Order Authorization is within the scope of work of the original Agreement.

  
\_\_\_\_\_  
Lee Cronemiller, Region 2, Local Agency Liaison      Date 9/29/14

**ACCEPTANCE OF TERMS BY AGENCY:**

  
\_\_\_\_\_  
Ken Roley, P.E., Facilities Engineer      Date 09/16/2014

  
\_\_\_\_\_  
Linda Norris, City Manager      Date 9/19/14

**APPROVED AS TO LEGAL SUFFICIENCY:** If work order exceeds \$150,000 signature required

N/A  
\_\_\_\_\_  
Assistant Attorney General      Date \_\_\_\_\_

- cc: ODOT Project Manager
- Agency Project Manager
- OPO Agreements, ODOT Support Services Branch for General Files (*original*)