

**CITY OF SUBLIMITY  
Public Works Design Standards**

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**Standard Construction Notes**

**Appendix B**

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- Note: The developer's engineers can request the standard construction notes in digital format from the City Engineer.



## **GENERAL NOTES:**

1. Contractor shall procure and conform to all construction permits required by the City of Sublimity and Marion County.
2. Contractor shall procure a right-of-entry permit from ODOT State Highway Division for all work within the State right-of-way and conform to all conditions of the permit.
3. Contractor shall provide all bonds and insurance required by public and/or private agencies having jurisdiction.
4. All materials and workmanship for facilities in street right-of-way or easements shall conform to approving agencies' construction specifications wherein each has jurisdiction, including but not limited to the City, County, Oregon Health Division (OHD) and the Oregon Department of Environmental Quality (DEQ).
5. Unless otherwise approved by the Public Works Director, construction of all public facilities shall be done between 7:00 a.m. and 6:00 p.m., Monday through Saturday.
6. The Contractor shall perform all work necessary to complete the project in accordance with the approved construction drawings including such incidentals as may be necessary to meet applicable agency requirements and provide a completed project.
7. Contractor to notify City, County, ODOT and all utility companies a minimum of 48 business hours (2 business days) prior to start of construction, and comply with all other requirements of ORS 757.541 to 757.571.
8. Any inspection by the City, County or other agencies shall not, in any way, relieve the Contractor from any obligation to perform the work in strict compliance with the applicable codes and agency requirements.
9. Contractor shall erect and maintain barricades, warning signs, traffic cones (and all other traffic control devices required) per City, County and ODOT requirements in accordance with the current MUTCD (including Oregon amendments). Access to driveways shall be maintained at all times. All traffic control measures shall be approved and in place prior to any construction activity.
10. **Record Drawings.** The Contractor shall maintain one complete set of approved drawings on the construction site at all times whereon he will record any approved deviations in construction from the approved drawings, as well as the station locations and depths of all existing utilities encountered. These field record drawings shall be kept up to date at all times and shall be available for inspection by the City upon request.
11. Upon completion of construction of public facilities, Contractor shall submit a clean set of field record drawings containing all as-built information to the Design Engineer for use in the preparation of As-Built drawings for submittal to the City.

12. The Contractor shall submit a suitable maintenance bond prior to final payment where required by public and/or private agencies having jurisdiction.
13. Contractor shall procure and conform to DEQ stormwater permit No. 1200C for construction activities where 1 acre or more are disturbed.
14. Elevations shown on the drawings are based from \_\_\_\_\_ (City; OSHD, etc) Bench Mark \_\_\_\_\_, Elevation \_\_\_\_\_ (adjusted 19\_\_), consisting of a \_\_\_\_\_ (brass cap; monument, etc.) located at \_\_\_\_\_, which is based on the NVGD 1929 datum corresponding to the FEMA flood map elevations.
15. Address Numbers. Per OFC 505.1, all new and existing buildings shall have approved address numbers (4" minimum number height) placed in a position that is plainly legible and visible from the fronting street. Temporary address signs shall be mounted in a visible location prior to and during any construction, and the permanent numbers mounted prior to occupancy.

#### **EXISTING UTILITIES & FACILITIES:**

16. ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is (503) 232-1987).
17. The location and descriptions of existing utilities shown on the drawings are compiled from available records and/or field surveys. The engineer or utility companies do not guarantee the accuracy or the completeness of such records. Contractor shall field verify sizes and locations of all existing utilities prior to construction.
18. The Contractor shall locate and mark all existing property and street monuments prior to construction. Any monuments disturbed during construction of the project shall be replaced by a Registered Land Surveyor at the Contractor's expense. The monuments shall be replaced within a maximum of 90 days, and the County Surveyor shall be notified in writing as required by ORS 209.150.
19. Contractor shall field verify location and depth of all existing utilities where new facilities cross. All utility crossings marked or shown on the drawings shall be potholed using hand tools or other non-invasive methods prior to excavating or boring. Contractor shall be responsible for exposing potential utility conflicts far enough ahead of construction to make necessary grade modifications without delaying the work. If grade modification is necessary, Contractor shall notify the Design Engineer, and the Design Engineer shall obtain approval from the City Engineer prior to construction. All utility crossings shall be potholed as necessary prior to excavating or boring to allow the Contractor to prevent grade or alignment conflicts.

20. All existing facilities shall be maintained in-place by the Contractor unless otherwise shown or directed. Contractor shall take all precautions necessary to support, maintain, or otherwise protect existing utilities and other facilities at all times during construction. Contractor to leave existing facilities in an equal or better-than-original condition and to the satisfaction of the City Engineer.
21. 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.
22. Contractor shall remove all existing signs, mailboxes, fences, landscaping, etc., as required to avoid damage during construction and replace them to existing or better condition.
23. Any septic tanks encountered during construction shall be pumped out. Contractor shall break bottom of tank out and backfill with pea gravel unless otherwise required by public agencies having jurisdiction. Septic tank removal to be in accordance with County sanitarian requirements.
24. Any wells encountered shall be abandoned per state of Oregon water resources department requirements.
25. Any fuel tanks encountered shall be removed and disposed of per State of Oregon DEQ requirements. Backfill with compacted granular material.

**GRADING, PAVING & DRAINAGE:**

26. Contractor to review soils report prepared by \_\_\_\_\_, and conform to all recommendations listed in the report.
27. The Contractor shall be responsible for managing construction activities to insure that public streets and right-of-ways are kept clean of mud, dust or debris. Dust abatement shall be maintained by adequate watering of the site by the Contractor.
28. Unless otherwise noted, all grading, rocking and paving to conform to OSSC (ODOT/APWA) Specifications, 2002 edition.
29. Clear and grub within work limits all surface vegetation, trees, stumps, brush, roots, etc. Do not damage or remove trees except as approved by the engineer or as shown on the drawings. Protect all roots two inches in diameter or larger.
30. Strip work limits, removing all organic matter which cannot be compacted into a stable mass. All trees, brush and debris associated with clearing, stripping or grading shall be removed and disposed of off-site.

31. Immediately following fine grading operations, compact subgrade to 95% of the maximum dry density per AASHTO T-180 test method (Modified Proctor). Subgrade must be inspected and approved by the City prior to placing embankments or base rock.
32. Engineered fills shall be constructed and compacted in 6" lifts over approved subgrade. All fills within public right-of-ways and easements shall be engineered, with each lift compacted to 95% of the maximum dry density per AASHTO T-180 test method (Modified Proctor).
33. All fills outside of public right-of-ways which are within potential building envelopes shall be engineered and comply with the Oregon Structural Specialty Code, with each lift compacted to 90% of the maximum dry density per AASHTO T-180 test method (Modified Proctor). Fills outside of building envelopes which are over 12-inches in depth shall also be engineered and compacted.
34. Unless otherwise shown on the drawings, straight grades shall be run between all finish grade elevations and/or finish contour lines shown. Finish pavement grades at transition to existing pavement shall match existing pavement grades or be feathered past joints with existing pavement as required to provide a smooth, free draining surface.
35. Crushed rock shall conform to the requirements of OSSC (ODOT/APWA) 02630.10 (Dense Graded Base Aggregate), with no more than 10% passing the #40 sieve and no more than 5% passing the #200 sieve. Compact to 95% of the maximum dry density per AASHTO T-180 test method (Modified Proctor). Prior to placing AC pavement, written compaction test results for baserock and trench backfill must be received by the City, and a proof-roll (witnessed by the City) must be performed.
36. Paving of streets shall not be allowed until after completion of all required testing and inspection of new water, sewer and storm drain lines under paved areas, and review and approval of the private (franchise) utility plans by the City and installation of all conduit crossings.
37. A.C. Pavement shall conform to section 00745 (Asphalt Concrete Pavement) OSHD Standard Specifications for standard duty mix. A.C. Pavement shall be compacted to a minimum of 91% of maximum density (*at all locations*) as determined by the Rice standard method.
38. 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, landscaped area or median strip wherein they lie.
39. Unless otherwise shown on the drawings, no cut or fill slopes shall be constructed steeper than 2H:1V.
40. All planter areas shall be backfilled with approved top soil minimum 8" thick. Stripping materials shall **not** be used for planter backfill.

41. Contractor shall hydroseed all exposed slopes and disturbed areas which are not scheduled to be landscaped.
42. Grading shown on the drawings is critical to functioning of detention system and shall be strictly followed.
43. Contractor shall coordinate and ensure that detention pond volumes are inspected and approved by public agencies having jurisdiction prior to paving and landscaping.

• **Curbs & Sidewalks**

44. Unless otherwise shown or indicated on the drawings, 6-inches nominal curb exposure used for design of all parking lot and street grades.
45. Contractor shall provide a minimum two 3-inch diameter weep holes per lot in curb to provide for lot drainage. One weep hole shall be located 5 feet from the property line on the low point in the lot frontage. Weep holes shall also be provided as required for additional drainpipes shown on the drawings. Contractor shall install drainpipe (smooth wall PVC or ABS) from each weep hole to the back of sidewalk location prior to acceptance of the curbing by the City, and shall connect to existing drain piping where such piping exists within or adjacent to the right-of-way or easement. Weep holes installed in existing curbs shall be core drilled.
46. Curbs shall be stamped with an 'S', 'D' or a 'W' at the point where each sanitary sewer, storm drain or water service lateral crosses the curb, respectively. Letters shall be a minimum of 2-inches high.
47. Contractor shall construct handicap access ramps at all intersections in accordance with current ADA requirements.
48. Sidewalks shall be a minimum of 4-inches thick and standard driveways shall be a minimum of 6-inches thick. Commercial use driveways and alley approaches shall be minimum 8-inches thick. All curbs, sidewalks and driveways shall be constructed using 3300-psi concrete, and shall be cured with Type 1 or Type 1D clear curing compound.
49. Where trench excavation requires removal of PCC curbs and/or sidewalks, the curbs and/or sidewalks shall be sawcut and removed at a tooled joint unless otherwise authorized in writing by the City. The sawcut lines shown on the drawings are schematic and not intended to show the exact alignment of such cuts.
50. Contractor shall conduct a flood test of all pedestrian ramps after concrete is cured to demonstrate that the ramp does not hold water. After water is poured into the ramp area, the inspector shall check the ramp 15 minutes later to determine if water is ponding in the ramp or gutter area. If water is ponding in the ramp or gutter area and the pond is more than 1-foot in length or ¼-inch in depth, the Contractor shall be required to make repairs in an approved manner at his sole expense.

## **PIPED UTILITIES:**

51. Contractor shall coordinate and pay all costs associated with connecting to existing water, sanitary sewer and storm sewer facilities.
52. Unless otherwise noted, materials and workmanship for water, sanitary sewer and storm sewer shall conform to Oregon APWA Standard Specifications.
53. The Contractor shall have appropriate equipment on site to produce a firm, smooth, undisturbed subgrade at the trench bottom, true to grade. The bottom of the trench excavation shall be smooth, free of loose materials or tooth grooves for the entire width of the trench prior to placing the granular bedding material.
54. **Bedding and Backfill.** All pipes shall be bedded with minimum 6-inches of 3/4" minus crushed rock bedding and backfilled with compacted 3/4" minus crushed rock in the pipe zone (crushed rock shall extend a minimum of 12-inches over the top of the pipe in all cases). Crushed rock trench backfill shall be used under all improved areas, including sidewalks. Granular trench backfill shall be compacted to 92% of the maximum dry density per AASHTO T-180 test method (Modified Proctor).
55. Contractor shall arrange for and pay all costs to abandon existing sewer and water services not scheduled to remain in service.
56. All piped utilities abandoned in place shall have all openings closed with concrete plugs with a minimum length equal to 2 times the diameter of the abandoned pipe.
57. The end of all utility stubs shall be marked with a painted 2-x-4, extending 2 feet minimum above finish grade, and wired to pipe stub (painted white for sanitary sewer, green for storm). Type of utility (ie. sewer, storm, etc) and depth below grade to pipe invert shall be clearly & permanently labeled on the marker post.
58. Contractor shall provide all materials, equipment and facilities required for testing all utility piping in accordance with City construction specifications.
59. **Tracer Wire.** All non-metallic water, sanitary and storm sewer piping located outside of the public right-of-way or not laid in straight lines between structures shall have an electrically conductive insulated 12 gauge solid core copper tracer wire the full length of the installed pipe using blue wire for water and green for storm and sanitary piping. Tracer wire shall be extended up into all valve boxes, and manholes and catch basins. Tracer wire penetrations into manholes shall be within 18 inches of the rim elevation and adjacent to manhole steps. The tracer wire shall be tied to the top manhole step or otherwise supported to allow retrieval from the outside of the manhole or catch basin. All tracer wire splices shall be made with waterproof splices or waterproof/corrosion resistant wire nuts.
60. **Warning Tape.** Detectable or non-detectable acid and alkali resistant safety warning tape shall be provided along the full length of all sanitary sewer and storm drain service laterals and

along all water, sanitary sewer and storm drain mainline segments not located under sidewalks or paved portions of public streets. Underground warning tape shall be continuous the entire length of service laterals installed from the mainline to the back of the PUE.

61. No trenches in roads or driveways shall be left in an open condition overnight. All such trenches shall be closed before the end of each work day and normal traffic flows restored.

- **Water**

62. City forces to operate all valves, including fire hydrants, on existing public mains.
63. All water mains shall be C-900 PVC (DR 18) or Class 52 ductile iron. All fittings 4-inches through 24-inches in diameter shall be ductile iron fittings in conformance with AWWA C-153 or AWWA C-110. The minimum working pressure for all MJ cast iron or ductile iron fittings 4-inches through 24-inch in diameter shall be 350 psi for MJ fittings and 250 psi for flanged fittings.
64. All water mains to be installed with a minimum 36 inch cover to finish grade unless otherwise noted or directed. Service lines to be installed with a minimum 30 inches cover within the right-of-way. Deeper depths may be required as shown on the drawings or to avoid obstructions.
65. Thrust restraint shall be provided on all bends, tees and other direction changes per local jurisdiction requirements and as specified or shown on the drawings. Unless otherwise approved by the City Engineer, all valves shall be flange connected to adjacent tees or crosses.
66. Unless otherwise approved by the City, 1" water service pipe on the public side of the meter shall be Type K soft copper tubing conforming to ASTM B-88 with compression Q style fittings.
67. Unless otherwise noted, water service pipe on the private side of the meter shall be Schedule 40 PVC.
68. Domestic and fire backflow prevention devices and vaults shall conform to requirements of public and/or private agencies having jurisdiction.
69. Contractor shall install temporary plug and blowoff as required at the end of waterline for flushing, testing and chlorination.
70. The work shall be performed in a manner designated to maintain water service to buildings supplied from the existing waterlines. In no case shall service to any main line or building be interrupted for more than four (4) hours in any one day. Contractor shall notify the City and all affected residents and businesses a minimum of 24 business hours (1 business day) prior to any interruption of service.

71. **Sanitary Sewer & Waterline Crossings.** Where sanitary sewer lines cross above or within 18-inches vertical separation below a waterline, sewer mains and/or laterals shall be replaced with ductile iron pipe at the crossing. Center one full length of AWWA C-900 PVC pipe (DR 18) conforming to AWWA C-151 and C-104 at point of crossing. Connect to existing sewer lines with approved rubber couplings. *Note: For an 8-inch waterline with 36-inches cover, lateral inverts within 5.67-feet (68-inches) of finish grade must be C-900 PVC.*

• **Sanitary Sewer**

72. Unless otherwise shown, sanitary sewer pipe shall be PVC in conformance with ASTM D3034, SDR 35. All other appurtenances and installation to conform to the City specifications.
73. All precast manholes shall be provide with integral rubber boots. Lockdown lids required on all manholes outside of public right-of-way.
74. Openings for connections to existing manholes shall be made by core-drilling the existing manhole structure and installing a rubber boot. Connections to be watertight and shall provide a smooth flow into and through the manhole. Small chipping hammers or similar light tools which will not damage or crack the manhole base may be used to shape channels. Use of large pneumatic jackhammers shall be prohibited. Unless otherwise approved in writing by the City Engineer, manhole steps shall be installed in any manhole tapped which does not have existing steps.
75. **Cleaning.** Prior to leakage testing, mandrel testing and/or TV inspection, flush and clean all sanitary sewers and laterals, and remove all foreign material from the mainlines and manholes. Failure to clean all dirt, rock and debris from pipelines prior to TV inspection will result in the need to re-clean and re-TV the sewer lines.
76. **Leakage Testing.** Sanitary sewer pipe and appurtenances shall be tested for leakage. Leakage tests shall include an air test of all sewer mains and laterals prior to paving, and a separate air test of all sewer mains and laterals following excavation and backfilling of any franchise utility trenches or other utility work that crosses sanitary sewer laterals. All manholes shall be vacuum tested following completion of paving or final surface restoration. All testing shall conform to requirements as outlined on City testing forms contained in the PWDS.
77. **Mandrel Testing.** Contractor shall conduct deflection test of flexible sanitary sewer pipes by pulling an approved mandrel through the completed pipe line following trench compaction. The diameter of the mandrel shall be 95% of the initial pipe diameter. Test shall be conducted not more than 30 days after the trench backfilling and compaction has been completed.
78. **TV Inspection.** Upon completion of all sewer construction, testing and repair, the Contractor shall conduct a color TV acceptance inspection of all mainlines in accordance with OSSC (ODOT/APWA) 445.74 to determine compliance with grade requirements of OSSC (ODOT/APWA) 445.40.b. The TV inspection shall be conducted by an approved technical service which is equipped to make audio-visual recordings of the TV inspections on DVD (VHS video tape acceptable only upon prior written approval by Public Works). Unless

otherwise approved in writing by the City Engineer, a standard 1-inch diameter ball shall be suspended in front of the camera during the inspection to determine the depth of any standing water. Sufficient water to reveal low areas or reverse grades shall be discharged into the pipe immediately prior to initiation of the TV inspection. The DVD and written report shall be delivered to the City Engineer.

79. Prior to or concurrent with connection to a sanitary sewer lateral, it shall be demonstrated to the City that the sewer lateral is not obstructed. This shall be accomplished by “snaking” the service lateral downstream of the connection point to the mainline, or similar method acceptable to the City. City personnel or authorized agent shall be present during the “snaking” or other demonstration method.

• **Storm Drain**

80. Storm drain pipe materials to conform to the construction drawings and City requirements. Contractor shall use uniform pipe material on each pipe run between structures unless otherwise directed or approved. Jointed HDPE pipe shall not be used for slopes exceeding ten percent (10%).
81. Catch basins and junction boxes shall be set square with buildings or with the edge of the parking lot or street wherein they lie. Storm drain inlet structures and paving shall be adjusted so water flows into the structure without ponding water. All catch basins within public right-of-ways shall be concrete.
82. Unless otherwise approved by the City Engineer, all storm drain connections shall be by manufactured tees or saddles.
83. Sweep storm drain pipe into catch basins and manholes as required.
84. Unless otherwise specified or directed, install storm drain pipe in accordance with manufacturer's installation guidelines.
85. **Cleaning.** Prior to mandrel testing or acceptance by the City, flush and clean all storm drains, and remove all foreign material from the mainlines, manholes and catch basins.
86. **Mandrel Testing.** Contractor shall conduct deflection test of flexible storm sewer pipes by pulling an approved mandrel through the completed pipe line following trench compaction. The diameter of the mandrel shall be 95% of the initial pipe diameter. Test shall be conducted not more than 30 days after the trench backfilling and compaction has been completed.
87. **TV Inspection.** Upon completion of all storm drain construction, testing and repair, the Contractor shall conduct a color TV acceptance inspection of all mainlines in accordance with OSSC (ODOT/APWA) 445.74 to determine compliance with grade requirements of OSSC (ODOT/APWA) 445.40.b. The TV inspection shall be conducted by an approved technical service which is equipped to make audio-visual recordings of the TV inspections on DVD (VHS video tape acceptable only upon prior written approval by Public Works). Unless

otherwise approved in writing by the City Engineer, a standard 1-inch diameter ball shall be suspended in front of the camera during the inspection to determine the depth of any standing water. Sufficient water to reveal low areas or reverse grades shall be discharged into the pipe immediately prior to initiation of the TV inspection. The DVD and written report shall be delivered to the City Engineer.

### **STREET LIGHTS**

88. Street lights shall be installed after all other earthwork and public utility installations are completed and after rough grading of the property is accomplished to prevent damage to the poles.
89. Street lights poles shall be set to a depth as specified by the manufacturer, but not less than 5 feet.
90. Street light poles shall be installed within one degree (1°) of plumb.

### **PRIVATE UTILITIES**

91. Unless otherwise shown on the drawings and approved in writing by all jurisdictions having authority, new and relocated private utilities (power, cable TV, telephone & gas) shall be installed underground in conjunction with the development.
92. Contractor shall coordinate with gas, power, telephone, and cable TV company for location of conduits in common trenches, as well as location of vaults, pedestals, etc. Unless otherwise approved in writing by the City, all above-grade facilities shall be located in PUEs (where PUEs exist or will be granted by the development), and otherwise shall be placed in a location outside the proposed sidewalk location.
93. Installation of private utilities (including either franchise utilities or private water, sewer or storm services) in a common trench with or within 3 feet horizontally of and paralleling public water, sanitary sewer or storm drains is prohibited.
94. Power, telephone and TV trenching and conduits shall be installed per utility company requirements with pull wire. Contractor shall verify with utility company for size, location and type of conduit prior to construction, and shall ensure that trenches are adequately prepared for installation per utility company requirements. All changes in direction of utility conduit runs shall have long radius steel bends.
95. Contractor shall notify and coordinate with private utilities for relocation of power poles, vaults, etc. to avoid conflict with City utility structures, fire hydrants, meters, sewer or storm laterals, etc.

## **TESTING AND INSPECTION**

96. The Contractor shall be responsible to ensure that all required or necessary inspections are completed by authorized inspectors prior to proceeding with subsequent work which covers or that is dependent on the work to be inspected. Failure to obtain necessary inspection(s) and approval(s) shall result in the Contractor being fully responsible for all problems and/or corrective measures arising from uninspected work.
  
97. Unless otherwise specified, the attached "Minimum Required Testing and Frequency" table outlines the minimum testing schedule for the project. This testing schedule is not complete, and does not relieve the Contractor of the responsibility of obtaining all necessary inspections or observations for all work performed, regardless of who is responsible for payment. Cost for retesting shall be borne by the Contractor.

**MINIMUM REQUIRED TESTING AND FREQUENCY TABLE (see note 1)**

Notes

**Streets, Parking Lots, Pads, Fills, etc.**

**Subgrade**            1 Test/4000 S.F./Lift (4 min)

See note 2  
& note 3

**Engineered Fills** 1 Test/4000 S.F./Lift (4 min)

See note 2  
& note 5

**Baserock**            1 Test/4000 S.F./Lift (4 min)

See note 2  
& note 3

**Asphalt**            1 Test/6000 S.F./Lift (4 min)

See note 2

**Piped Utilities, All**

**Trench Backfill** 1 Test/200 Foot Trench/Lift (4 min)

See note 2

**Trench AC Restoration** 1 Test/300 Foot Trench (4 min)

See note 2

**Water**

**Pressure Test** (to be witnessed by City representative)

See note 4

**Bacterial Water Test**            Per Oregon Health Division

See note 2

**Chlorine Residual Test**            Per City Requirements

**Sanitary Sewer**

**Air Test**            Per City Requirements (see PWDS form)

See note 4

**Mandrel**            95% of actual inside diameter

See note 4

**TV Inspection** All. Lines must be cleaned prior to TV work

**Manhole**            (1) Vacuum test per manhole, witnessed by City representative.

See note 4

**Pressure Test (force main)** Hydrostatic pressure test, witnessed by City representative.

See note 4

**Storm**

**Mandrel**            95% of actual inside diameter

See note 4

**TV Inspection** All. Lines must be cleaned prior to TV work

<b>Concrete, Block, etc.</b>	
Slump, Air & Cylinders for all structures, reinforce concrete & PCC pavements. Unless otherwise specified, one set of cylinders per 100 cubic yards (or portion thereof) of concrete poured per day. Slump & air tests required on same load as cylinders.	See note 2
Building permit inspection & Special Inspection for structural concrete, reinforced masonry, epoxy anchors, etc. as required by current building codes.	See note 6
<b>Retaining Walls</b>	
Building permit inspection and Special Inspection, as well as compaction testing on backfill, all in conformance with all building code requirements	See note 5 & note 6
<p><b>Note 1:</b> The City considers the Contractor as responsible for scheduling any and all required testing. All testing must be completed prior to performing subsequent work. Additional or more frequent tests may be required by Building Official.</p> <p><b>Note 2:</b> Testing must be performed by an approved independent testing laboratory.</p> <p><b>Note 3:</b> In addition to in-place density testing, the subgrade and base rock shall be proof-rolled with a loaded 10 yard dump truck provided by the Contractor. Baserock proofroll shall take place immediately prior to (within 24 hours of) paving, and shall be witnessed by the an authorized Representative of approving agency. Location and pattern of proofroll to be as directed by said authorized Representative of approving agency.</p> <p><b>Note 4:</b> To be witnessed by City representative. The Contractor shall perform pretests prior to scheduling witnessed waterline or sanitary sewer pressure tests, or pipeline mandrel test.</p> <p><b>Note 5:</b> The approved independent laboratory retained by the Contractor shall provide a certification (stamped by an engineer licensed in the State of Oregon) that the subgrade was prepared and all engineered fills were placed in accordance with the provisions of the construction drawings and the contract documents.</p> <p><b>Note 6:</b> Regardless of who is responsible for payment, the Contractor is responsible for scheduling and coordinating any and all required inspections and Special Inspections as required by applicable building codes or jurisdictions having authority.</p>	

## **EROSION CONTROL NOTES**

### **General**

1. Approval of this erosion/sedimentation control (ESC) plan does not constitute an approval of permanent road or drainage design (e.g. size and location of roads, pipes, restrictors, channels, retention facilities, utilities, etc.)
2. The implementation of these ESC plans and the construction, maintenance, replacement and upgrading of these ESC facilities is the responsibility of the applicant/contractor until all construction is completed and approved and vegetation/landscaping is established.
3. The boundaries of the clearing limits shown on this plan shall be clearly flagged in the field prior to construction. During the construction period, no disturbance beyond the flagged clearing limits shall be permitted. The flagging shall be maintained by the applicant/contractor for the duration of construction.
4. The ESC facilities shown on this plan must be constructed in conjunction with all clearing and grading activities, and in such a manner as to insure that sediment and sediment laden water do not enter the drainage system, roadways, or violate applicable water standards.
5. The ESC facilities shown on this plan are the minimum requirements for anticipated site conditions. During the construction period, these ESC facilities shall be upgraded as needed for unexpected storm events and to ensure that sediment and sediment laden water do not leave the site.
6. The ESC facilities shall be inspected daily by the applicant/contractor and maintained as necessary to ensure their continued functioning.
7. The ESC facilities on inactive sites shall be inspected and maintained a minimum of once a month or within the 48 hours following a storm event.
8. At no time shall more than one foot of sediment be allowed to accumulate within a trapped catch basin. All catch basins and conveyance lines shall be cleaned prior to paving. The cleaning operation shall not flush sediment laden water into the downstream system.
9. Stabilized construction entrances shall be installed at the beginning of construction and maintained for the duration of the project. Additional measures may be required to insure that all paved areas are kept clean for the duration of the project.

### **Sediment Fences**

10. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum 6 inch overlap, and both ends securely fastened to the post.

11. The filter fabric fence shall be installed to follow the contours where feasible. The fence posts shall be spaced a maximum of 6 feet apart and driven securely into the ground a minimum of 18 inches.
12. The standard strength filter fabric shall be fastened securely to stitched loops installed on the upslope side of the posts, and 6 inches of the fabric shall be extended into the trench. The fabric shall not extend more than 30 inches above the original ground surface. Filter fabric shall not be stapled to the existing trees.
13. Sediment fences shall be removed when they have served their useful purpose, but not before the upslope area has been permanently stabilized.
14. Sediment fences shall be inspected by applicant/contractor immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.

### **Gravel Construction Entrances**

15. The area of the entrance shall be cleared of all vegetation, roots, and other objectionable material. The gravel shall be placed to the specified dimensions.
16. The entrance shall be maintained in a condition which will prevent tracking or flow of mud onto public right-of-way.
17. The entrance may require periodic top dressing with 2" stone as conditions demand, and repair and/or cleanout of any structures used to trap sediment.
18. All materials spilled, dropped, washed, or tracked from vehicles onto roadways or into storm drains must be removed immediately.



**CITY OF SUBLIMITY  
Public Works Design Standards**

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**Utility Companies & Agencies  
Appendix C**

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**UTILITY COMPANIES AND AGENCIES**

The following is a summary list of utility companies with utilities within the City, as well as public agencies with jurisdiction within the City. This summary is not necessarily complete or up to date, and is included solely for benefit of the developer, and is not intended to indicate all utilities or agencies which must be contacted or from which approvals must be obtained.

Category	Utility/Agency	Phone #
City Hall	Sublimity City Hall	(503) 769-5475
City Utilities	Sublimity Public Works	(503) 769-2860
City Engineer	Westech Engineering	(503) 585-2474
Fire Chief	Sublimity Fire Department	(503) 769-3282
Gas	NW Natural Gas	(503) 585-6611
Power	PP&L	(541) 967-6175
Telephone	Stayton Coop Telephone	(503) 769-2121
TV	Wave Broadband	(503) 793-5650
State Highway	ODOT District 3	(503) 986-2874
County Roads	Marion County Public Works	(503) 588-5036
Sanitary Sewer	Dept. of Environmental Quality (DEQ) Western Region	(503) 378-8240
Water System	Oregon Dept of Human Services (DHS) Drinking Water Section	(503) 731-4317



**CITY OF SUBLIMITY  
Public Works Design Standards**

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**Sample Developer-City Agreement, Easement Forms, Etc.**

**Appendix D**

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- Note: Forms in this appendix are sample model documents only, included for convenience of reference by developers. The documents are subject to modification by the City to address project specific conditions (as required by Public Works, the City Engineer or the City Attorney).



**DEVELOPER-CITY CONSTRUCTION AGREEMENT**

(for street, site and/or utility construction permit)

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_, by and between the **City of Sublimity**, a municipal corporation, hereinafter called the “**City**” and \_\_\_\_\_, hereinafter called the “**Developer**”;

**WITNESSETH:**

**WHEREAS**, the City Planning Commission has granted approval to the preliminary plan or plat for \_\_\_\_\_, with the understanding that the Developer agrees to comply with all planning conditions contained therein; and

**WHEREAS**, the City of Sublimity will grant approval for construction of public facilities consistent with the conditions contained within said City approval, and;

**NOW THEREFOR**, the Developer and the City agree to the following conditions for completion of this development to wit:

1. The Developer agrees that all improvements shall be constructed in accordance with the construction drawings approved by the City, which construction drawings were approved by the City with conditions as outlined in the City approvals and letters dated as outlined below, and the said construction drawings and approval letters are incorporated into this agreement the same as if contained herein.
  - a. City Engineer: Approved on \_\_\_\_\_, 200 \_\_  
Approval Conditions (See approved construction drawings & approval letter)
  - b. Public Works Department:  
Approval Conditions (See approved construction drawings)
  - c. Fire Department:  
Approval Conditions (See approved construction drawings)
2. The Developer agrees that he shall complete, or cause to be completed all required improvements and conditions of approval within 12 months of the date of this Agreement. If the said improvements and conditions of approval are not completed within this 12 month period, all approvals shall become null and void. Upon written request of the Developer, however, this Agreement may be extended for a period not to exceed an additional 6 months.
3. The Developer agrees that all improvements shall be done in compliance with all applicable statutes, codes, ordinances and standards and conditions of approval, including but not limited to the City's Public Works Design Standards (PWDS), Specifications and Standards for Public Works Construction (most recent revisions), and the City subdivision and development ordinances. The Developer certifies that copies of the PWDS and PWCS have been purchased by the developer or his representative, and will be available for reference by the contractor constructing the project.
4. It is agreed that the Developer is making certain public utility improvements with the result that the City will provisionally accept said improvements as part of the City's public works facilities after the said Developer completes the improvements and procedures to the satisfaction of the Director of Public Works. Final acceptance of the public works facilities shall not occur until the completion of the

warranty period and satisfaction of the acceptance policies of the City. In no case shall the warranty period be less than 1 year from provisional acceptance of the public improvements by the City.

5. The Developer shall cause his engineer to provide all surveying services necessary to stake the project prior to and during construction and to prepare as-built drawings when the project is complete, all in conformance with City Standards.
6. The Developer shall cause his engineer to provide all inspection services as required by Section 1.13 of the City's Public Works Design Standards (PWDS) and as necessary to complete the work.
7. The developer hereby designates the person named on Page 4 of this agreement as the Developer's engineer of record for this project as referenced above and in the PWDS.
8. The Developer shall, after satisfactorily completing conditions 1 through 6, provide the City a maintenance bond valued at a minimum of 40 percent of the estimated construction costs. The warranty period for the public utility improvements shall not commence until acceptable as-builts and said maintenance bond is provided to the City, and the period of the bond shall be for the full period of the warranty period. The warranty period for water, sewer and storm drain utilities shall not be less than 1 year from provisional acceptance. The warranty period for streets shall be 2 years from provisional acceptance.
9. (~~subdivision/partition~~) It is agreed between the City and the Developer that no building permits for any structures within the development will be issued until all required improvements have been constructed and all conditions of approval have been met by the Developer and accepted by the City, including submittal of maintenance bonds and reproducible as-built drawings.
10. If the Developer desires to record the final plat before all required improvements have been constructed and all conditions of approval have been met by the Developer and accepted by the City, the Developer shall provide a security guarantee satisfactory to the City Engineer that all improvements will be constructed in conformance with all City standards and ordinances and all conditions of approval will be satisfied.
11. (~~subdivision/partition~~) If the final plat is recorded before all required improvements have been constructed and all conditions of approval have been met by the Developer and accepted by the City, the City may require that this Developer-City Construction Agreement or a Public Improvements Guarantee Agreement be recorded in the deed records of Marion County by the Developer and referenced on the face of the final plat.
12. It is further agreed that any amendments to this agreement or any assignments of responsibilities contained herein shall not be valid without the written consent of the City of Sublimity.

This agreement shall be in full force and effect until said public works facilities are complete and final acceptance in writing is given by the City.

The parties hereto agree that should any suit or action be filed to enforce the terms of this Agreement or any breach thereof, the losing party agrees to pay the prevailing party's reasonable attorney fees in an amount to be set by the court, including costs, disbursements and any such attorney fees associated with any appeal therefrom.

**IN WITNESS THEREOF**, the City of Sublimity has caused this agreement to be signed by its City Administrator and Mayor, and the Developer has caused this agreement to be signed, sealed and notarized the same as the date and year first above written.

**CITY OF SUBLIMITY, OREGON**

\_\_\_\_\_  
(City Administrator)

\_\_\_\_\_  
(Mayor)

**DEVELOPER**

\_\_\_\_\_  
Printed Name of Developer(s)

\_\_\_\_\_  
Signature of Developer(s)

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, personally appeared before me, the above named person(s), \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, known to be to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

\_\_\_\_\_  
(Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**IN WITNESS THEREOF**, the person designated below certifies that he/she is the Developer's engineer-of record for this project and acknowledges that he/she has been retained to provide engineering and inspection services for this project as required by the PWDS and in accordance with this agreement. The engineer also certifies that if there is any change in his/her status as engineer-of-record, or if he/she is no longer able to provide engineering services or inspection services (to verify construction to City standards) for any reason, he/she will notify the City in writing within 3 business days of said change in status.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Type/Print Name: \_\_\_\_\_ PE # \_\_\_\_\_  
(Oregon Registered Professional Engineer)

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, personally appeared before me, the above named person(s), \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, known to be to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

\_\_\_\_\_  
(Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

After recording, return to:  
City of Sublimity  
PO Box 146  
Sublimity, OR 97385

**City of Sublimity**

**PERMANENT ACCESS EASEMENT & UTILITY EASEMENT**

The undersigned, \_\_\_\_\_, Grantor(s) do hereby grant to City of Sublimity, Marion County, Oregon, a municipal corporation, referred to herein as City, a permanent and exclusive access & utility easement for the construction, reconstruction, operation and maintenance of City utilities, including water, sanitary sewer, storm drainage and other City utilities (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises:

*Sample wording*

All that portion of the tract of land described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described parcels:

- Lot \_\_, Block \_\_, \_\_\_\_\_ subdivision plat
- or- • Tract described in Volume \_\_, page \_\_, Marion County Deed Records.

-or-

A portion of Parcel \_\_/Lot \_\_ of Partition Plat 200\_-\_\_\_/\_\_\_\_ (subdivision), Deed Records of Marion County, incorporated herein by reference, said easement shown as "Easement \_\_" on said \_\_\_\_\_ plat.

-or-

Easement \_\_ as shown on plat for \_\_\_\_\_, Marion County deed records, incorporated herein by reference.

These easements are for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The utility easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing public or private utilities. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said utilities, out of and away from the easement.

The Grantor agrees not to plant, build, construct, or create, nor permit others to plant, build, construct, or create any flora, buildings or other structures, including fences, on the easement that may interfere with the use of the

easement for the purposes set forth herein or with the normal operation, inspection, access to or maintenance of the utilities, including excavation to for repairs or replacement if necessary.

Upon the final acceptance of the installed water, sewer or storm drain system by the City (after any required warranty periods), the City shall be responsible for all further restorations of the premises if at any time the City causes the utilities to be repaired or maintained. The City, upon each and every occasion that the same be repaired, maintained or removed shall restore the premise of the Grantor, by removing all debris and leaving the ground surface in a neat and presentable condition. Grass and topsoil shall be restored as near as feasible to as good a condition as the same were prior to any repair or maintenance by the City.

- ( ) ` for this grant consists wholly of value other than money.
- ( ) Consideration for this grant consists of \_\_\_\_\_ dollars and other valuable consideration to Grantor paid by \_\_\_\_\_.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

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The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

(Printed Name of Grantors)

(Signature of Grantors)

STATE OF OREGON )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me, the above named persons, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Sublimity City Recorder

\_\_\_\_\_  
Date

This instrument was acknowledged before me on the \_\_\_\_ day \_\_\_\_\_, 2\_\_, by

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

City Engineer (Initial) \_\_\_\_\_ (if modified)



After recording, return to:  
City of Sublimity  
PO Box 146  
Sublimity, OR 97385

## PERMANENT ACCESS EASEMENT AND FIRE LANE EASEMENT

The undersigned, \_\_\_\_\_, Grantor(s) do hereby grant to City of Sublimity, Marion County, Oregon, a municipal corporation, referred to herein as City, a permanent access easement and fire lane easement for the construction, reconstruction, operation and maintenance of a fire lane (and such other uses not deemed by the City to be incompatible therewith), and all necessary related facilities above, upon and under the following described premises:

### *Sample wording*

All that portion of the tract of land described in the attached Legal Description labeled "Exhibit A" and map labeled "Exhibit B" (incorporated herein by reference), which is located within the following described parcels:

- Lot \_\_, Block \_\_, \_\_\_\_\_ subdivision plat

-or- • Tract described in Volume \_\_, page \_\_, Marion County Deed Records.

-or-

A portion of Parcel \_\_/Lot \_\_ of Partition Plat 2004-\_\_\_\_/\_\_\_\_ (subdivision), Deed Records of Marion County, incorporated herein by reference, said easement shown as "Easement \_\_" on said \_\_\_\_\_ plat.

-or-

Easement \_\_ as shown on plat for \_\_\_\_\_, Marion County deed records, incorporated herein by reference.

These easements are for the benefit of the City and afford the City all rights to utilize said easements in perpetuity.

The permanent access easement and fire lane easement shall include the right of City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of installing, repairing, maintaining an emergency access and fire lane. The City, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all obstructions, trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said emergency access and fire lane, out of and away from the easement.

Notwithstanding these rights, the City shall be under no obligation to perform maintenance or repairs on said easement.

The access easement and fire lane easement shall be designated and signed for no parking, and the fire lane shall include the right, privilege, and authority of City and/or the Fire Department to remove or cause to have

removed any and all obstructions, including vehicles, from the above described premises which may interfere with the full use of the fire lane. Except for the uses specifically stated herein, this easement does not grant any rights to the public for access across the referenced property.

No trees, permanent structures or improvements, including parallel fences shall be placed or constructed on the easement by the Grantor or the Grantor's heirs, assigns or successors in interest.

- ( ) Consideration for this grant consists wholly of value other than money.
- ( ) Consideration for this grant consists of \_\_\_\_\_ dollars and other valuable consideration to Grantor paid by \_\_\_\_\_.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

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The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Printed Name of Grantors)

\_\_\_\_\_  
(Signature of Grantors)

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me, the above named persons, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Sublimity City Recorder

\_\_\_\_\_  
Date

This instrument was acknowledged before me on the \_\_\_\_ day \_\_\_\_\_, 2\_\_, by

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

City Engineer (Initial) \_\_\_\_\_ (if modified)



**After recording, return to:**  
City of Sublimity  
PO Box 146  
Sublimity, OR 97385

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## UTILITY EASEMENT & SIDEWALK EASEMENT

The undersigned, \_\_\_\_\_, Grantor(s) do hereby grant to City of Sublimity, Marion County, Oregon, a municipal corporation, referred to herein as City, a permanent sidewalk easement (and such other uses not deemed by the City to be incompatible therewith) for the use of the City and the general public and a utility easement for the construction, reconstruction, operation and maintenance of public and franchise utilities, and all necessary related facilities for each easement above, upon and under the following described premises:

‘The southerly 8 feet (adjacent to the \_\_\_\_\_ Street right-of-way) of Lot \_\_\_\_, Block \_\_\_\_, \_\_\_\_\_ (or – the tract described in the attached legal description labeled Exhibit A, incorporated herein by reference.’

-or-

A portion of Parcel \_\_ of Partition Plat \_\_\_\_\_, Deed Records of Marion County, incorporated herein by reference, said tract of land described in the attached Legal Description labeled “Exhibit A” and map labeled “Exhibit B” (incorporated herein by reference).

These easements are for the benefit of the general public and afford the public, by and through the City, all rights to utilize said easements in perpetuity. Grantor shall retain no special rights of use of the easement property beyond those held as member(s) of the general public.

The utility easement shall include the right of the City or its utility franchisees, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of excavating, constructing, installing, operating, repairing, maintaining and removing public and private utilities. The City or its utility franchisees, its employees, agents, contractors, consultants and assigns, shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may interfere with access, normal operation or maintenance of said utilities, out of and away from the easement. The Grantor agrees not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the easement that may interfere with the use of the easement for the purposes set forth herein or with the normal operation or maintenance of the utilities.

With the exception of utility pedestals, transformers, sidewalks, fire hydrants, street lights and similar appurtenances that must be above grade, all utilities shall be placed underground.

The City may shift the obligation for maintenance of the sidewalk or the right-of-way to the abutting property owner if the City Council deems that generally appropriate. In no event shall Grantor its assigns or successors-in-interest be responsible for the maintenance for those portions of the right-of-way not used as a sidewalk beyond that required of all property owners under City ordinances or codes.

The City or its utility franchisees, upon the initial installation and every occasion that the same be repaired, maintained or removed, shall restore the premise of the Grantor by removing all debris and leaving the ground surface in a neat and presentable condition. Grass and topsoil shall be restored as near as feasible to as good a condition as the same were prior to any repair or maintenance by the City or its utility franchisees.

Consideration for this grant consists wholly of value other than money.

Legal Effect. This easement is binding upon and inures to the benefit of all heirs, successors and assigns of Grantor and City and runs with the land.

Provision Applicable Law. This easement shall be governed by, and construed in accordance with the laws of the State of Oregon.

Waiver. Failure of either party at any time to require performance of any provision of this easement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Severability. The determination that one or more provisions of this easement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement.

Modification. No amendment or modification of this easement shall be valid unless in writing and signed by all parties hereto. City may vacate this easement in accordance with state law and local ordinance.

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The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

(Printed Name of Grantors)

(Signature of Grantors)

STATE OF OREGON            )  
  ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me, the above named persons, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Sublimity City Recorder

\_\_\_\_\_  
Date

This instrument was acknowledged before me on the \_\_\_\_ day \_\_\_\_\_, 2\_\_, by

\_\_\_\_\_  
(Notary Signature)  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

City Engineer (Initial) \_\_\_\_\_ (if modified)



After recording, return to:  
City of Sublimity  
PO Box 146  
Sublimity, OR 97385

## **PERMANENT ACCESS EASEMENT & STORMWATER DETENTION BASIN EASEMENT & DETENTION BASIN MAINTENANCE AGREEMENT**

WHEREAS, \_\_\_\_\_, hereinafter called "Developer", was granted approval to develop land in accordance with the City of Sublimity Development Code under Sublimity Planning File No. \_\_\_\_\_, hereinafter called "Planning Action," by the City of Sublimity, Marion County, Oregon, a municipal corporation, hereinafter called "City," for property located as follows, hereinafter called "Property,":

Street Address: \_\_\_\_\_

Tax Lot: \_\_\_\_\_

Legal Description of property affected by Planning Action: Tract described in Deed Reference Number \_\_\_\_\_, Marion County Deed Records.

WHEREAS, the owner of record of the Property is \_\_\_\_\_, hereinafter called "Owner", and said Owner (or subsequent owner of the lot or property as noted below) shall be subject to the maintenance provisions of this agreement;

WHEREAS, the development & design standards require the Developer to construct and maintain a private storm drainage detention system, including storage basin, manholes & control structures, storm drain lines, control structures, etc. (and such other uses not deemed by the City to be incompatible therewith), hereinafter called "Detention System";

WHEREAS, the City development & design standards require that the Detention System be located on private property, and be within a public utility and access easement to the City;

WHEREAS, the City development & design standards require that the maintenance of the private Detention System shall be the responsibility of the property Owner, and shall be assured through a recorded maintenance agreement;

NOW, THEREFORE, Owner and the City agree as follows:

### **SECTION 1. Ownership of Detention System.**

1.1 The Detention System is a private facility owned and maintained by the owner of the following described property:

- Lot of \_\_\_\_\_ subdivision plat, \_\_\_\_\_ County Deed Records, which is located within the property noted above to which the Planning Action applies.

1.2 Where there are multiple parties with ownership interest in the property on which the Detention System is sited, the provisions of this agreement shall apply to all owner's jointly and severally.

### **SECTION 2. Legal Description of Easement Area.**

2.1 All that portion of the tract of land described under "Easement 1" as shown on plat for Sather Place subdivision, Lane County deed records (incorporated herein by reference), which is located on the property noted above.

SECTION 3. Grant of Easement. The undersigned Owner does hereby grant to City of Sublimity a permanent and exclusive access & stormwater detention basin easement for the access to the Detention System and all necessary related facilities above, upon and under the premises described under Section 2. The easement shall include the right of the City, its employees, agents, contractors, consultants and assigns to have ingress and egress above, upon and under the easement at all times for the purpose of inspecting said Detention System, or for performing any maintenance or repair work determined to be necessary by the City in order to protect public or private property, as outlined under Section 5 below. However, such right to inspect and perform maintenance or repairs does not obligate the City to perform such inspections, maintenance or repairs.

SECTION 4. Maintenance Responsibilities. The Owner shall be responsible for the maintenance, repair, replacement and upkeep of the Detention System, including the irrigation system serving the Detention System, at the Owner's sole expense. It shall be the Owner's responsibility to demonstrate to the City upon request that the system is operating properly. Maintenance responsibilities shall include, but are not limited to, the following:

- 4.1 Inspection. All Detention Basin components, irrigation system, vegetation, and control structures (outlet structures, control manholes, orifices, etc.) shall be inspected for proper operations and structural stability, at a minimum, quarterly for the first 2 years from the date of installation, 2 times per year thereafter, and within 48 hours after each major storm event.
- 4.2 Cleaning of Outlet Structures, Outlet Manhole and/or Control Structures. All sediment and/or debris shall be cleaned from the sump of any outlet structure, outlet manhole and/or control structures as required to maintain the design function and capacity of the system (water shall be pumped from said sumps as required to accomplish this cleaning). The initial cleaning & maintenance interval shall not exceed 6 months, unless the inspections above reveal a need for more frequent cleaning. After the end of the first year, if approved by Public Works based on the sumps in these structures having adequate capacity, the cleaning & maintenance interval can be increased as appropriate, but shall not be cleaned and maintained less frequently than once a year.
- 4.3 Maintenance & Repair. Owner shall be responsible for maintenance, repair or replacement of any component that has been broken, damaged, altered, removed or other is not functioning as designed, including but not limited to inlet & outlet structures, manholes & control structures, storm drain lines, etc.
- 4.4 Irrigation, Mowing, Basin Planting & Maintenance. Owner shall be responsible for: (a) installation and operation of a permanent underground automatic sprinkler system to maintain the grass and landscaping in a healthy state to maintain the stability of the detention basin slopes; (b) planting of grass to cover the entire interior slopes & base of the detention basin (use of bark dust or similar material on the top of slopes or on interior slopes of the basin is prohibited), (c) planting of grass or other approved landscaping on the exterior slopes of the detention basin. No trees or shrubs which will impair the structural integrity of the detention basin shall be planted or allowed to grow on the detention basin exterior; (d) any work required on the interior or exterior slopes to stabilize and/or replant (including appropriate erosion control measures) when soil is exposed or if erosion is observed; (e) periodic mowing of grass areas not less than once a month during the growing season, or more frequently if required to keep the maximum height less than 5-inches; (f) periodic inspection of the Detention System to ensure that outlet and control pipes are not clogged and remain clear; (g) removal of all debris from catchment and detention basin areas, including litter, leaves, branches and other objects which are unsightly or which may clog storm pipe lines; (h) removal of all non-grass vegetation from the top and interior slopes of the detention basin, and removal of nuisance and invasive vegetation (such as blackberries, ivy, etc) from the exterior slopes when discovered.
- 4.4 Spill Prevention. Measures shall be exercised when handling substances that contaminate stormwater. Releases of pollutants shall be corrected as soon as identified.
- 4.5 Pest Control. Insects & rodents shall not be harbored in the Detention System. Pest control measures shall be taken when insects/rodents are found to be present. If mosquito larvicide is used, it shall be applied in strict conformance with manufacturer's recommendation and any applicable

State regulations. Rodent holes in the ground located in and around the detention basin shall be filled by the Owner.

**SECTION 5. Failure to Maintain.**

- 5.1 If at any time the City determines, in the sole exercise of its discretion, that the Detention System is not properly cleaned, maintained and/or otherwise kept in good repair, the City shall give reasonable notice to the Owner that the detention basin needs to be cleaned, maintained and/or otherwise repaired (in the case of an emergency, the City may enter upon the property without notice to perform emergency maintenance or repairs in cases where the City, at its sole discretion, determines that it is necessary to protect public or private property). The notice shall provide a reasonable description of the problem with the detention basin, and the notice shall provide a reasonable time to correct the problem. Should the responsible parties fail to correct the specified problem, the City may enter upon the property to so correct the specified problem. Notice shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid. However, this agreement does not expressly impose on the Town a duty to so inspect, clean, repair or maintain the detention basin. Any surface restoration required due to access, inspection, maintenance or repairs thus performed by the City shall remain the responsibility of the Owner, whether or not the City chooses to complete such restoration in conjunction with the City's access, inspection, maintenance or repairs.
- 5.2 The Owner agrees and covenants (for themselves and their respective successors and assigns) that they will reimburse the City for its costs and expenses incurred in the process of cleaning, maintaining, and/or repairing the detention basin within 30 days of written request by the City. Such written request for payment shall be effective to the Owner by the City's deposit of the notice into the regular United States mail, postage pre-paid. The terms actual costs and expenses shall be liberally construed in favor of the City and shall include, but shall not be limited to, labor costs, tools and equipment costs, supply costs, and engineering and design costs, regardless whether the City uses its own personnel, tools, equipment and supplies, etc. to correct the matter. If the City initiates any litigation or engages the services of legal counsel in order to enforce the provisions arising herein, the City shall be entitled to its damages and costs, including reasonable attorney's fees, regardless whether the City contracts with outside legal counsel or utilizes in-house legal counsel for the same. In the event that the costs and expenses are not timely paid, such costs and expenses shall be charged against the Property consistent with State and local regulations, and shall constitute a lien upon the Property until paid.

**SECTION 6. Indemnification.** The Owner agrees to indemnify and defend the City, its officers agents and employees and hold them harmless for any and all liability, claims, damages or other costs or expenses related to failure of the private Detention System, including any damage or injury incurred during inspection or maintenance of the Detention System, or due to the Owner's failure to maintain the Detention System, or failure to follow proper safety procedures during such inspection or maintenance.

**SECTION 7. Recording of this agreement by Developer.** Developer shall cause this agreement to be recorded in the deed records of Marion County, and a photocopy of the recorded document returned to the City.

**SECTION 8. Other Provisions.**

- 8.1 Legal Effect, Successors and Assigns. This easement and agreement shall run with the land and be binding on all parties having or acquiring from the Owner, or the Owner's successors, any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of the City.
- 8.2 Provision Applicable Law. This easement and agreement shall be governed by, and construed in accordance with the laws of the State of Oregon.

- 8.3 Nonexclusivity of Rights & Remedies. The rights and remedies authorized to the City under this easement and agreement are cumulative and are in addition to such other remedies as may be provided by law, equity, statute, ordinance or other source.
- 8.4 Waiver. Failure of either party at any time to require performance of any provision of this easement or agreement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision of this easement or agreement be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 8.5 Severability. The determination that one or more provisions of this easement or agreement is invalid, void or illegal or unenforceable shall not effect or invalidate the remainder of this easement and agreement.
- 8.6 Modification. No amendment or modification of this easement and agreement shall be valid unless in writing and signed by all parties hereto. City may, at their sole discretion, vacate this easement in accordance with state law and local ordinance.

The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

WITNESS our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 \_\_\_\_\_  
 (Printed Name of Grantors)

\_\_\_\_\_  
 \_\_\_\_\_  
 (Signature of Grantors)

STATE OF OREGON            )  
   ) ss.  
 County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me, the above named persons, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, known to me to be the person(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed by official seal on the day and year last above written.

\_\_\_\_\_  
 (Notary Signature)  
 Notary Public for Oregon  
 My Commission Expires: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
 Sublimity City Recorder

\_\_\_\_\_  
 Date

This instrument was acknowledged before me on the \_\_\_\_ day \_\_\_\_\_, 2\_\_, by

\_\_\_\_\_  
 (Notary Signature)  
 Notary Public for Oregon  
 My Commission Expires: \_\_\_\_\_

City Engineer (Initial) \_\_\_\_\_ (if modified)

**CITY OF SUBLIMITY  
Public Works Design Standards**

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**Sample Insurance Certificates**

**Appendix E**

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PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY  
A

COMPANY  
B

COMPANY  
C

COMPANY  
D

INSURED

SAMPLE  
1 OF 2

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE	\$ 1000000
					PRODUCTS - COMP/OP AGG	\$ 1000000
					PERSONAL & ADV INJURY	\$ 1000000
					EACH OCCURRENCE	\$ 1000000
					FIRE DAMAGE (Any one fire)	\$ 50000
					MED EXP (Any one person)	\$ 5000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$ 1000000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$ 100000
					EL DISEASE - POLICY LIMIT	\$ 500000
					EL DISEASE - EA EMPLOYEE	\$ 100000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**

City of Sublimity  
PO Box 146  
Sublimity, OR 97385

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~BE OBLIGATED TO MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAILURE TO MAIL SUCH NOTICE SHALL THERE BE NO CANCELLATION OR LIABILITY OF ANY KIND UPON THE ISSUING COMPANY FOR ANY OF THE POLICIES~~

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED -- OWNERS, LESSEES, OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

City of Sublimity  
PO Box 146  
Sublimity, OR 97385

Westech Engineering, Inc.  
(City Engineers)  
3841 Fairview Industrial Drive SE  
Suite 100  
Salem, OR 97302-1192

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Sample  
2 of 2

**CITY OF SUBLIMITY  
Public Works Design Standards**

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**Adopting Ordinance & Resolutions**

**Appendix F**

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