

ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS
for the construction of
TRANSITION PARKWAY AND
LINEAR PARK PROJECT

Date: June 14, 2024
City Project No.: 2022-006

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of Transition Parkway and Linear Park dated May 2024 as fully and completely as if the same were fully set forth therein:

VOLUME I: SPECIFICATIONS

A. PART 1, PROCUREMENT REQUIREMENTS

1. Section 00 21 13, Instructions to Bidders.
 - a. Page 14. ADD the following:

“26. SUPPLEMENT

26.1. The supplement listed below, following “End of Section,” is a part of this Specification.

26.1.1. City of Millersburg Form BC 1, List of Contacted Disadvantaged Business Enterprises.”
 - b. Supplement City of Millersburg Form BC 1, List of Contacted Disadvantaged Business Enterprises. ADD this supplement in its entirety.
2. Section 00 41 13, Bid Form. DELETE in its entirety and REPLACE with the attached.
3. Section 00 43 13, Bid Bond. DELETE in its entirety and REPLACE with the attached.

B. PART 2, CONTRACTING REQUIREMENTS

1. Section 00 52 13, Agreement. DELETE in its entirety and REPLACE with the attached.
2. Section 00 73 00, Supplementary Conditions. Page 7, Article 7.08.C. First sentence. DELETE and REPLACE with the following:

“A copy of each permit is in Volume 4 Permits and Requirements.”

C. PART 3, SPECIFICATIONS

1. Section 01 31 13, Project Coordination.

- a. Page 2, Article 1.03 Project Milestones, Paragraph B. Project Milestones, Subparagraph 1.e. Milestone 5. DELETE in its entirety and REPLACE with the following:

“e. Milestone 5:

- 1) Schedule A and Schedule B (if awarded): Final Completion.
 - a) Prerequisite: Milestone 3 (if awarded) and Milestone 4.
 - b) Milestone Completion Guideline: All work is completed by October 17, 2025.”

- b. Page 3, Article 1.03 Project Milestones, Paragraph B. Project Milestones, Subparagraph 1.g. Milestone 7. DELETE in its entirety and REPLACE with the following:

“g. Milestone 7:

- 1) Schedule C (if awarded): Final Completion.
 - a) Prerequisite: Milestone 6.
 - b) Milestone Completion Guideline: All work is completed by May 29, 2026.”

- c. Page 4, Article 1.04 Work Sequencing/Constraints, Paragraph A. ADD the following:

“6. Pacific Power Utility Relocation work adjacent to and near the intersection of Conser Road and Woods Road will be complete by March 31, 2025.”

2. Section 32 93 00, Plants. Page 5, Article 2.04 Mulch, Paragraph C. Stone Mulch, Subparagraph 2. DELETE in its entirety and REPLACE with the following:

“2. Stone shall be well-graded with a minimum size of 3/8-inch and a maximum size of 2-inch, free of fines and other non-stone material.”

VOLUME II: DRAWINGS

- A. Sheet 23 of 160, Drawing No. 05-CE-2201, Phase 2 Plan, Grading, Structures and Utilities, STA 0+00 to 14+50. DELETE in its entirety and REPLACE with the attached.

- B. Sheet 24 of 160, Drawing No. 05-CE-2202, Phase 2 Plan, Grading, Structures and Utilities, STA 14+50 to 27+50. DELETE in its entirety and REPLACE with the attached.
- C. Sheet 25 of 160, Drawing No. 05-CE-2203, Phase 2 Plan, Grading, Structures and Utilities, STA 27+50 to End. DELETE in its entirety and REPLACE with the attached.
- D. Sheet 26 of 160, Drawing No. 05-CE-2401, Phase 4 Plan, Final Stabilization, STA 0+00 to 14+50. DELETE in its entirety and REPLACE with the attached.
- E. Sheet 27 of 160, Drawing No. 05-CE-2402, Phase 4 Plan, Final Stabilization, STA 14+50 to 27+50. DELETE in its entirety and REPLACE with the attached.
- F. Sheet 28 of 160, Drawing No. 05-CE-2403, Phase 4 Plan, Final Stabilization, STA 27+50 to End. DELETE in its entirety and REPLACE with the attached.
- G. Sheet 73 of 160, Drawing No. 05-C-5001, Drainage Details. DELETE in its entirety and REPLACE with the attached.

VOLUME III: STANDARD DETAILS

N/A.


VOLUME IV: PERMITS AND REQUIREMENTS

- A. Oregon DEQ 1200-C Permit. On the Divider Sheet 1. Oregon DEQ 1200-C Permit (TBD). DELETE “(TBD)” and REPLACE with the following:

“(Permit/PLC No.: NGEN12C-ORR10J192)”

- B. Oregon DEQ 1200-C Permit. After 1. Oregon DEQ 1200-C Permit (Permit/PLC No.: NGEN12C-ORR10J192) cover page. ADD Permit Assignment Letter and Documents.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.

JACOBS 

 Matthew Baldwin P.E., Project Manager



EXP 12-31-2025

Appended hereto and part of Addendum No. 1:

- A. Section 00 21 13, Supplement 01, City of Millersburg Form BC 1, List of Contacted Disadvantaged Business Enterprises.
- B. Section 00 41 13, Bid Form.
- C. Section 00 43 13, Bid Bond.
- D. Section 00 52 13, Agreement.
- E. Sheet 23, Drawing No. 05-CE-2201, Phase 2 Plan, Grading, Structures and Utilities, STA 0+00 to 14+50.
- F. Sheet 24, Drawing No. 05-CE-2202, Phase 2 Plan, Grading, Structures and Utilities, STA 14+50 to 27+50.
- G. Sheet 25, Drawing No. 05-CE-2203, Phase 2 Plan, Grading, Structures and Utilities, STA 27+50 to End.
- H. Sheet 26, Drawing No. 05-CE-2401, Phase 4 Plan, Final Stabilization, STA 0+00 to 14+50.
- I. Sheet 27, Drawing No. 05-CE-2402, Phase 4 Plan, Final Stabilization, STA 14+50 to 27+50.
- J. Sheet 28, Drawing No. 05-CE-2403, Phase 4 Plan, Final Stabilization, STA 27+50 to End.
- K. Sheet 73, Drawing No. 05-C-5001, Drainage Details.
- L. Oregon DEQ 1200-C Permit (Permit/PLC No.: NGEN12C-ORR10J192).

Appended hereto and NOT part of Addendum No. 1:

- A. Pre-Bid Conference Attendance Sheet.
- B. Clarifying Information.

END OF ADDENDUM



City of Millersburg
List of Contacted Disadvantaged
Business Enterprises

Contact: Janelle Booth, City Engineer (458) 233-6300

Name of Business	Certification #	Contact Person	Phone Number	Date of Contact	Reason for Non-participation

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NOTE TO BIDDER: Use typewriter or ink for completing this Bid Form.

**BID FORM
(STIPULATED PRICE BASIS)**

1. BID RECIPIENT

1.1. This Bid is submitted to:

Owner: City of Millersburg

Address: 4222 N.E. Old Salem Road, Millersburg Oregon 97321

Project Identification: Transition Parkway and Linear Park Project

Contract No.: 2022-006

1.2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. BIDDER'S ACKNOWLEDGEMENTS

2.1. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid for Schedule A, Schedule B and all applicable Bid Alternates will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. This Bid for Schedule C and all applicable Bid Alternates will remain subject to acceptance for up to 245 days following the Bid Opening.

2.1.1. Owner may choose to exercise a Deferred Award – Schedule C during this same 245-day period. For the Deferred Award – Schedule C, Bid Price will be factored at the time of Award by the Engineering News Record, Construction Cost Index 20 City Average (ENR-CCI20) in accordance with the following formula.

Factored Deferred Award Schedule C Price = Schedule C Bid Price *
[ENR-CCI20 (month prior to Bid Alternate Award)]/[ENR-CCI20 (Month of Bid Opening)].

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If Owner declines to exercise Deferred Award – Schedule C, Owner will not pay for any expenses or materials for Schedule C.

3. BIDDER’S REPRESENTATIONS

3.1. In submitting this Bid, Bidder represents that:

3.1.1. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

(Bidder shall insert number of each Addendum received.)

3.1.2. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3.1.3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

3.1.4. Bidder has carefully studied: i) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable “technical data;” and ii) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable “technical data.”

3.1.5. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly

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required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

3.1.6. Based on information and observations referred to in paragraph above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

3.1.7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

3.1.8. Bidder has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

3.1.9. The Bidding Documents are generally sufficient to indicate and convey understanding of terms and conditions for the performance of the Work for which this Bid is submitted.

4. BIDDER'S CERTIFICATION

4.1. Bidder Certifies:

4.1.1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;

4.1.2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

4.1.3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4.1.4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this paragraph:

4.1.4.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

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4.1.4.2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

4.1.4.3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

4.1.4.4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

4.1.5. Required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax or if Instructions to Bidders state Owner is tax exempt.

4.1.6. Bidder accepts the provisions required by ORS 279C.840 relating to prevailing wage rates and that Bidder shall make applicable restitution to the Oregon Bureau of Labor and Industries Commissioner in accordance with ORS 279C.825.

4.1.7. Neither Bidder nor their Subcontractors are on the Bureau of Labor and Industries list of persons having violated prevailing wage rate laws.

4.1.8. Bidder has not discriminated against minority, women, or emerging small business enterprises in obtaining required subcontracts.

4.1.9. Bidder is not in violation of any tax laws described in ORS 305.385.

4.1.10. Bidder has established a drug-testing program for employees per ORS 279C.505.

4.1.11. In accordance with OAR 137-049-0200, Subcontractors performing work will be registered with the Construction Contractors Board before Subcontractor commences work.

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5. BASIS OF BIDS

5.1. Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

5.2. Unit Price Bid Schedule:

5.2.1. Unit prices have been computed in accordance with Paragraph 13.03.C of the General Conditions.

5.2.2. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.2.3. Schedule A:

Unit Price Bid Schedule A					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1.	All work required with the exception of HMAC and HMAC Binder (retaining wall Stone Terra Ridgestone)	1	Lump Sum	\$	\$
2.	PG 64-22 Asphalt Cement in HMAC Base Course	145	Tons	\$	\$
3.	HMAC Base Course	2,738	Tons	\$	\$
4.	PG 70-22 Asphalt Cement in HMAC Wearing Course	50	Tons	\$	\$
5.	HMAC Wearing Course	962	Tons	\$	\$
Total of Schedule A Extended Bid Unit Prices					\$

5.2.3.1. Schedule A Bid Alternate No. 1 Retaining Wall (UltraBlock Cut Stone): (ADD / DEDUCT) \$_____

5.2.3.2. Schedule A Bid Alternate No. 2 Retaining Wall (UltraBlock Quarry Stone): (ADD / DEDUCT) \$_____

5.2.3.3. Schedule A Bid Alternate No. 3 Retaining Wall (gabions): (ADD / DEDUCT) \$_____

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5.2.4. Schedule B:

Unit Price Bid Schedule B					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1.	Schedule B	1	Lump Sum	\$	\$
Total of Schedule B Extended Bid Unit Prices					\$

5.2.5. Schedule C:

Unit Price Bid Schedule C					
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Extended Bid Unit Price
1.	All work required with the exception of HMAC and HMAC Binder (retaining wall Stone Terra Ridgestone)	1	Lump Sum	\$	\$
2.	PG 64-22 Asphalt Cement in HMAC Base Course	247	Tons	\$	\$
3.	HMAC Base Course	4,662	Tons	\$	\$
4.	PG 70-22 Asphalt Cement in HMAC Wearing Course	85	Tons	\$	\$
5.	HMAC Wearing Course	1,638	Tons	\$	\$
Total of Schedule C Extended Bid Unit Prices					\$

5.2.5.1. Schedule C Bid Alternate No. 1 Retaining Wall (UltraBlock Cut Stone): (ADD / DEDUCT) \$ _____

5.2.5.2. Schedule C Bid Alternate No. 2 Retaining Wall (UltraBlock Quarry Stone): (ADD / DEDUCT) \$ _____

5.2.5.3. Schedule C Bid Alternate No. 3 Retaining Wall (gabions): (ADD / DEDUCT) \$ _____

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5.2.5.4. Schedule C Bid Alternate No. 4 Bid Price modification for
Award concurrent with Schedule A: (ADD / DEDUCT) \$ _____

5.3. Base Bid Summary:

Schedule A: _____

Schedule B: _____

Total: _____

Schedule A is the minimum that will be awarded. The Owner has the right to award any combination or all of the remaining scheduled Bid Items.

The basis of low Bid will be the lowest total sum of Schedule A and Schedule B. It is the intent of the City of Millersburg to award a single contractor for all work, regardless of which Schedules are awarded as part of the Contract. Multiple contractors will not be awarded Schedules set forth in these Documents.

Deferred Award Schedule C may be awarded at later date as defined.

6. TIME OF COMPLETION

6.1. Base Bid: Bidder agrees the Work will be substantially complete on or before September 12, 2025, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 17, 2025.

6.2. Schedule C: Bidder agrees the Work will be substantially complete on or before April 24, 2026, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 29, 2026.

6.3. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work, and any specified Milestones, within the Contract Times.

7. ATTACHMENTS TO THIS BID

7.1. The following documents are submitted with and made a condition of this Bid:

7.1.1. Required Bid security in the form of Bid bond.

7.1.2. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

7.1.3. Contractor's License No.: _____.

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7.1.4. First-Tier Subcontractor Disclosure Form (required within two hours of Bid closing).

7.1.5. Affidavit of Noncollusion.

8. DEFINED TERMS

8.1. The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

9. BID SUBMITTAL

9.1. This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By (signature): _____

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

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Title: _____ (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Oregon is:
_____.

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address: _____

Phone No.: _____ FAX No.: _____

E-mail: _____

SUBMITTED on _____, 20_____

Contractor certifies they have the authority to do business in the State of Oregon

_____ Yes _____ No

Oregon Contractor's License No.: _____

Contractor's License Class (where applicable): _____

Bidder is an Oregon company as defined in ORS 279A.120.

_____ Yes _____ No

END OF SECTION

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BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

City of Millersburg
4222 N.E. Old Salem Road
Millersburg, Oregon 97321

BID

Bid Due Date: 06/27/2024
Project (Brief Description Including Location):

BOND

Bond Number:
Date (Not later than Bid due date):

Penal sum _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

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BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: Above addresses are to be used for giving required notice.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

AGREEMENT

THIS AGREEMENT is by and between _____

(Owner) and _____

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1. WORK

1.1. Contractor shall complete the Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1.1.1. Schedule A: approximately 1,000 feet of arterial roadway, grading, potable water distribution main, stormwater piping, irrigation, landscaping approximately 4 acres of linear park, landscaping, irrigation, and sediment and erosion control.

1.1.1.1. Bid Alternates as described in Section 00 41 13, Bid Form, (if adopted).

1.1.2. Schedule B: approximately 1,200 feet of potable water distribution main and sediment and erosion control.

1.1.3. Schedule C (if awarded): approximately 2,700 feet of arterial roadway, grading, potable water distribution main, stormwater piping, irrigation, landscaping approximately 6 acres of linear park, landscaping, irrigation, and sediment and erosion control.

1.1.3.1. Bid Alternates as described in Section 00 41 13, Bid Form, (if adopted).

2. ENGINEER

2.1. The Project has been designed by CH2M HILL ENGINEERS, INC., a wholly owned subsidiary of Jacobs Engineering Group Inc (Engineer), who is to act as Owner's representative, assume duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

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3. CONTRACT TIMES

3.1. Time of the Essence: Time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.2. Dates for Substantial Completion and Final Payment:

3.2.1. Schedule A and Schedule B: The Work shall be substantially completed on or before _____, 20__, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____, 20__.

3.2.2. Schedule C, if awarded: The Work shall be substantially completed on or before _____, 20__, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before _____, 20__.

3.3. Liquidated Damages:

3.3.1. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph Contract Times above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in the City of Albany, Oregon: Albany Standard Construction Specifications Section 108.06.00 LIQUIDATED DAMAGES for each day that expires after the time specified herein for Substantial Completion until the Work is substantially complete.

3.3.2. After Substantial Completion, if Contractor neglects, refuses, or fails to complete remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner 50 percent of the amount specified in the City of Albany, Oregon: Albany Standard Construction Specifications Section 108.06.00 LIQUIDATED DAMAGES for each day that expires after the time specified herein for completion and readiness for final payment until the Work is completed and ready for final payment.

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4. PREVAILING WAGE

4.1. Contractor will comply with the requirements in ORS 279C.840.

5. CONTRACT PROVISIONS

5.1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the Work provided for in the Contract and shall be responsible for such payment of all persons supplying such labor or material to any subcontractor.

5.1.1. ORS 279C.580(3)(a) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the prime Contractor by the public contracting agency; and

5.1.2. ORS 279C.580(3)(b) requires the prime Contractor to include a clause in each subcontract requiring Contractor to pay an interest penalty to the first-tier subcontractor if payment is not made within 30 days after receipt of payment from the public contracting agency.

5.1.3. ORS 279C.580(4) requires the prime Contractor to include in every subcontract a requirement that the payment and interest penalty clauses required by ORS 279C.580(3)(a) and (b) be included in every Contract between a subcontractor and a lower-tier subcontractor or supplier.

5.2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract and shall be responsible that all sums due the State Unemployment Compensation Fund from Contractor or any subcontractor in connection with the performance of the Contract shall promptly be paid.

5.3. Contractor shall not permit any lien or claim to be filed or prosecuted against the public contracting agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.

5.4. A notice of claim on Contractor's payment bond shall be submitted only in accordance with ORS 279C.600 and ORS 279C.605.

5.5. Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.6. Contractor shall demonstrate to the Public Contracting Agency that an employee drug-testing program is in place within 10 days of receiving a Notice of Award.

CITY OF MILLERSBURG
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5.7. If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the public contracting agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his or her surety from his or her or its obligation with respect to any unpaid claim. If the public contracting agency is unable to determine the validity of any claim for labor or material furnished, the public contracting agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

5.8. If the Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or Contractor, the Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.9. If the Contractor or a subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractor's Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

5.10. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

5.11. Contractor shall employ no person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, Contractor shall pay the employee at least time and one-half pay for all overtime in excess of 8 hours a day or

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40 hours in any 1 week when the Work is 5 consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any 1 week when the Work week is 4 consecutive days, Monday through Friday; and for all Work performed on Saturday and on any legal holidays as specified in ORS 279C.540.

5.12. The Contractor must give notice to employees who work on this Contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.

5.13. The provisions of ORS 279C.800 to ORS 279C.870 relating to Oregon's prevailing wage rates and 40 U.S.C. 276a will be complied with.

5.14. Unless exempt under ORS 279C.836(4), (7), (8) or (9), before starting work on this Contract, or any subcontract hereunder, Contractor and all subcontractors must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the state of Oregon in the amount of \$30,000. The bond must provide that the Contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836(2), unless the surety sooner cancels the bond. Contractor further certifies that Contractor will include in every subcontract or provision requiring a subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless exempt under ORS 279C.836(4), (7), (8), or (9).

5.14.1. Unless exempt under ORS 279C.836(4), (7), (8), or (9), before permitting a subcontractor to start Work on this public works project, the Contractor shall verify that the subcontractor has filed a public works bond as required under this Section or has elected not to file a public works bond under ORS 279C.836(7).

5.14.2. Unless public contracting agency has been notified of any applicable exemptions under ORS 279C.836(4), (7), (8), or (9), the public works bond requirement above is in addition to any other bond contractors or subcontractors may be required to obtain under this Contract.

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5.15. Contractor or Contractor's surety and every subcontractor or subcontractor's surety shall file certified payroll statements with the public contracting agency in writing, pursuant to ORS 279C.845.

5.15.1. If a Contractor is required to file certified statements under ORS 279C.845, the public contracting agency shall retain 25 percent of any amount earned by the Contractor on the public works project until the Contractor has filed with the public agency certified statement as required by ORS 279C.845. The public contracting agency shall pay the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements required by statute. The public contracting agency is not required to verify the truth of the contents of certified statements filed by the Contractor under this Section and ORS 279C.845.

5.15.2. The Contractor shall retain 25 percent of any amount earned by a first-tier subcontractor on this public works contract until the subcontractor has filed with the public agency certified statements as required by ORS 279C.845. The Contractor shall verify that the first-tier subcontractor has filed the certified statements before the Contractor may pay the subcontractor any amount retained. The Contractor shall pay the first-tier subcontractor the amount retained within 14 days after the subcontractor files the certified statements as required by ORS 279C.845. Neither the public agency nor the Contractor is required to verify the truth of the contents of certified statements filed by a first-tier subcontractor.

5.16. All employers, including Contractor, that employ subject workers who work under this Contract shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

5.17. All sums due the State Unemployment Compensation Fund from the Contractor or any subcontractor in connection with the performance of the Contract shall be promptly so paid.

5.18. The Contract may be canceled at the election of public contracting agency for any willful failure on the part of Contractor to faithfully perform the Contract according to its terms.

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5.19. Contract Fee: The Owner is required to pay a fee to the Bureau of Labor and Industries pursuant to the provisions of ORS 279C.825(1). The fee is one-tenth of 1 percent of the price of this Contract, but not less than \$250 nor more than \$7,500, regardless of the Contract price. The fee shall be paid at the time Owner enters into this Contract. The fee is payable to the Commissioner of the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

5.19.1. Bureau of Labor and Industries
Wage and Hour Division
Prevailing Wage Unit
800 N.E. Oregon Street, #32
Portland, OR 97232

5.20. Contractor certifies that it has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontractors.

5.21. Contractor certifies its compliance with the Oregon tax laws, in accordance with ORS 305.385.

5.22. In the performance of this Contract, the Contractor shall use, to the maximum extent economically feasible, recycled paper, materials, and supplies.

5.23. Contractor certifies that all subcontractors performing construction work under this Contract will be registered with the Construction Contractors Board or licensed by the state Landscaper Contractors Board in accordance with ORS 701.035 to 701.056 before the subcontractors commence work under this Contract.

5.24. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the Owner has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

5.24.1. FEDERAL AGENCIES

5.24.1.1. Agriculture, Department of.

5.24.1.2. Forest Service.

5.24.1.3. Soil Conservation Service.

5.24.1.4. Defense, Department of.

5.24.1.5. Army Corps of Engineers.

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- 5.24.1.6. Environmental Protection Agency.
- 5.24.1.7. Interior, Department of.
- 5.24.1.8. Bureau of Sport Fisheries and Wildlife.
- 5.24.1.9. Bureau of Outdoor Recreation.
- 5.24.1.10. Bureau of Land Management.
- 5.24.1.11. Bureau of Indian Affairs.
- 5.24.1.12. Bureau of Reclamation.
- 5.24.1.13. Labor, Department of.
- 5.24.1.14. Occupational Safety and Health Administration.
- 5.24.1.15. Transportation, Department of.
- 5.24.1.16. Coast Guard.
- 5.24.1.17. Federal Highway Administration.

5.24.2. STATE AGENCIES

- 5.24.2.1. Agriculture, Department of.
- 5.24.2.2. Environmental Quality, Department of.
- 5.24.2.3. Fish and Wildlife, Department of.
- 5.24.2.4. Forestry, Department of.
- 5.24.2.5. Geology and Mineral Industries, Department of.
- 5.24.2.6. Human Resources, Department of.
- 5.24.2.7. Land Conservation and Development Commission.
- 5.24.2.8. Soil and Water Conservation Commission.
- 5.24.2.9. State Engineer.
- 5.24.2.10. State Land Board.
- 5.24.2.11. Water Resources Board.

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5.24.3. LOCAL AGENCIES

- 5.24.3.1. City Council.
- 5.24.3.2. County Court.
- 5.24.3.3. County Commissioners, Board of.
- 5.24.3.4. Port Districts.
- 5.24.3.5. Metropolitan Service Districts.
- 5.24.3.6. County Service Districts.
- 5.24.3.7. Sanitary Districts.
- 5.24.3.8. Water Districts.
- 5.24.3.9. Fire Protection Districts.

6. CONTRACT PRICE

6.1. For all Work, at the unit prices stated in Contractor’s Bid, attached hereto as an exhibit with Schedules and Bid Alternates summary shown in the Schedule and Bid Alternate Contract Summary table:

Schedule and Bid Alternate Contract Summary			
Description	Additive / Deductive	Price	Awarded / Adopted (YES / NO)
Schedule A	Additive	\$	YES
Schedule A Bid Alternate 1		\$	
Schedule A Bid Alternate 2		\$	
Schedule A Bid Alternate 3		\$	
Schedule B	Additive	\$	YES
Schedule C	Additive	\$	
Schedule C Bid Alternate 1		\$	
Schedule C Bid Alternate 2		\$	
Schedule C Bid Alternate 3		\$	

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Schedule and Bid Alternate Contract Summary			
Schedule C Bid Alternate 4	Deductive	\$	
Total of Adopted Estimated Contract Prices			

Notes:

1. Schedule A and Schedule C include Asphalt Binder for which the price is subject to the Asphalt Cement Material Price Escalation/De-escalation clause as defined in Section 01 29 00, Payment Procedures.
2. Schedule C, if the award is deferred, is subject to the Deferred Award Schedule C price modification clause as defined in Section 01 26 00, Contract Modification Procedures.

7. PAYMENT PROCEDURES

7.1. Submittal and Processing of Payments: Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.2. Progress Payments and Retainage: Owner will make progress payments on account of the Contract Price on the basis of Contractor's Application for Payment on the date of each month as established in the preconstruction conference during performance of the Work as provided herein. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.05 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements.

7.2.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 15.01 of the General Conditions:

7.2.1.1. Ninety-five percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

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7.2.1.2. Ninety-five percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

7.2.2. In lieu of retainage, and at the Contractor's option, provisions may be made as provided in ORS 279C.560 for either depositing with Owner or in a bank or trust company, bonds or securities for all or any portion of the retainage in a form acceptable to Owner. Interest on such bonds or securities shall accrue to Contractor. Costs incurred by Owner as a result of this option will be deducted from Contractor's final payment.

7.2.3. Upon Substantial Completion, Owner will pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer will determine in accordance with Paragraph 15.01.C.6 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

7.3. Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner will pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 15.06.

8. INTEREST

8.1. Monies not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate of one percent per annum or the rate provided in ORS 279C.570, whichever is greater.

9. CONTRACTOR'S REPRESENTATIONS

9.1. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

9.1.1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

9.1.2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

9.1.3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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9.1.4. Contractor has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) if any, which have been identified in Paragraph 5.03 of the Supplementary Conditions as containing reliable “technical data”, and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site which have been identified in Paragraph 5.06 of the Supplementary Conditions as containing reliable “technical data.”

9.1.5. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on 1) the cost, progress, and performance of the Work; 2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and 3) Contractor’s safety precautions and programs.

9.1.6. Based on the information and observations referred to above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

9.1.7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9.1.8. Contractor has given Engineer written notice of conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

9.1.9. The Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performance and furnishing of the Work.

10. CONTRACT DOCUMENTS

10.1. Contents:

10.1.1. The Contract Documents that are attached to this Agreement (except as expressly noted otherwise) consist of the following:

10.1.1.1. This Agreement (pages 1 to ____, inclusive).

10.1.1.2. Performance bond (pages ____ to ____, inclusive).

10.1.1.3. Payment bond (pages ____ to ____, inclusive).

10.1.1.4. General Conditions (pages ____ to ____, inclusive).

10.1.1.5. Supplementary Conditions (pages ____ to ____, inclusive).

10.1.1.6. Volume 1: Specifications.

10.1.1.7. Volume 2: Drawings, consisting of 160 sheets with each sheet bearing the following general title: Transition Parkway and Linear Park.

10.1.1.8. Volume 3: Standard Details.

10.1.1.9. Volume 4: Permits and Requirements.

10.1.1.10. Addenda (numbers 1 to ____, inclusive).

10.1.2. Exhibits to this Agreement (enumerated as follows):

10.1.2.1. Contractor's Bid (pages ____ to ____, inclusive).

10.1.3. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

10.1.3.1. Notice to Proceed (pages ____ to ____, inclusive).

10.1.3.2. Work Change Directives.

10.1.3.3. Change Order(s).

10.2. There are no Contract Documents other than those listed above in this Article.

10.3. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

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11. MISCELLANEOUS

11.1. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

11.2. Successors and Assigns: Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.3. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.4. Assignment of Contract: No assignment by a party hereto of any rights under or interests in the Contract shall be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.5. Subagreements: All of Contractor's subagreement must be in writing, executed by Contractor, and must incorporate and pass through all of the applicable requirements of the Contract Documents to the other party or parties to the subagreement. Use of a subagreement does not relieve Contractor of its responsibilities under the Contract Documents.

11.6. Third Party Beneficiary: The parties agree that the Oregon Department of Transportation (ODOT) is an intended third party beneficiary of this Agreement and all subagreements. Contractor shall name ODOT as an additional or dual obligee on Contractor's payment and performance bonds.

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11.7. Contractor's Certifications:

11.7.1. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this paragraph:

11.7.1.1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in Contract execution;

11.7.1.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract Price at artificial noncompetitive levels, or (c) to deprive Owner of the benefits of free and open competition;

11.7.1.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, noncompetitive levels; and

11.7.1.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.7.2. Contractor certifies that it has made a good faith effort to subcontract with minority-owned, women-owned, disabled service veteran-owned and emerging small business enterprises (MWSDV-E), as described in ORS 200.045 and ORS 200.090.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER: _____

CONTRACTOR: _____

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No. _____

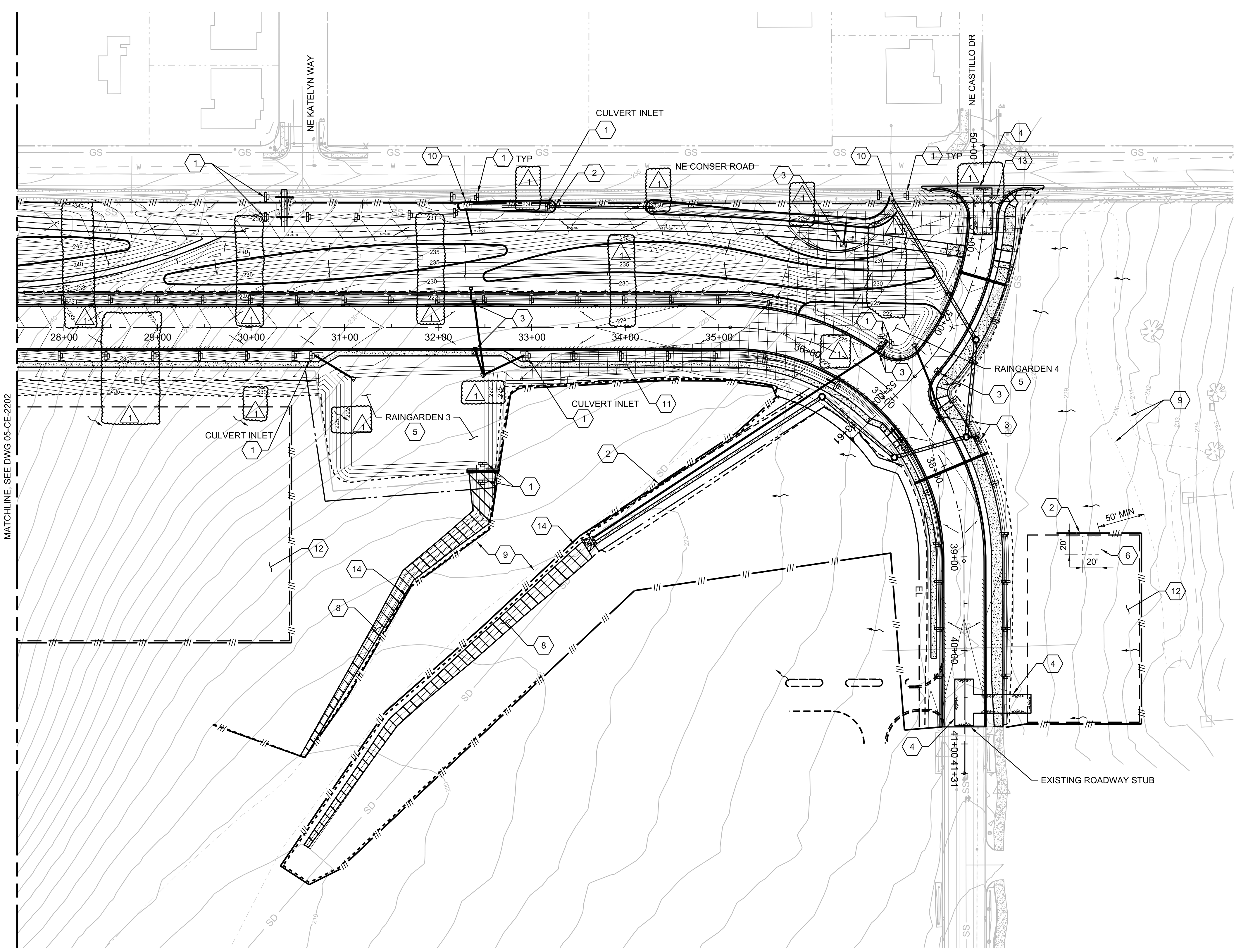
(Where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

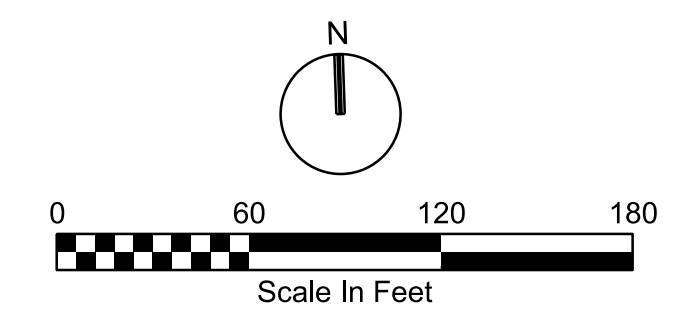
Agent for service or process: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

END OF SECTION



PLAN STA 27+50 TO END
1"=60'



LEGEND

GRAVEL CONSTRUCTION ENTRANCE	
SILT FENCE	
COMPOST SOCK	
TEMPORARY PERIMETER SECURITY FENCE	
BIOFILTER BAG INLET BARRIER (INLET PROTECTION)	
BIOFILTER BAG IN DITCHES	
CONCRETE WASHOUT AREA	
TEMP STOCKPILE AREA	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
DRAINAGE FLOW ARROWS	
PROPERTY LINES	
ROW LINES	
WETLAND REMOVAL	
WETLAND LIMITS	
EROSION CONTROL BLANKETS	

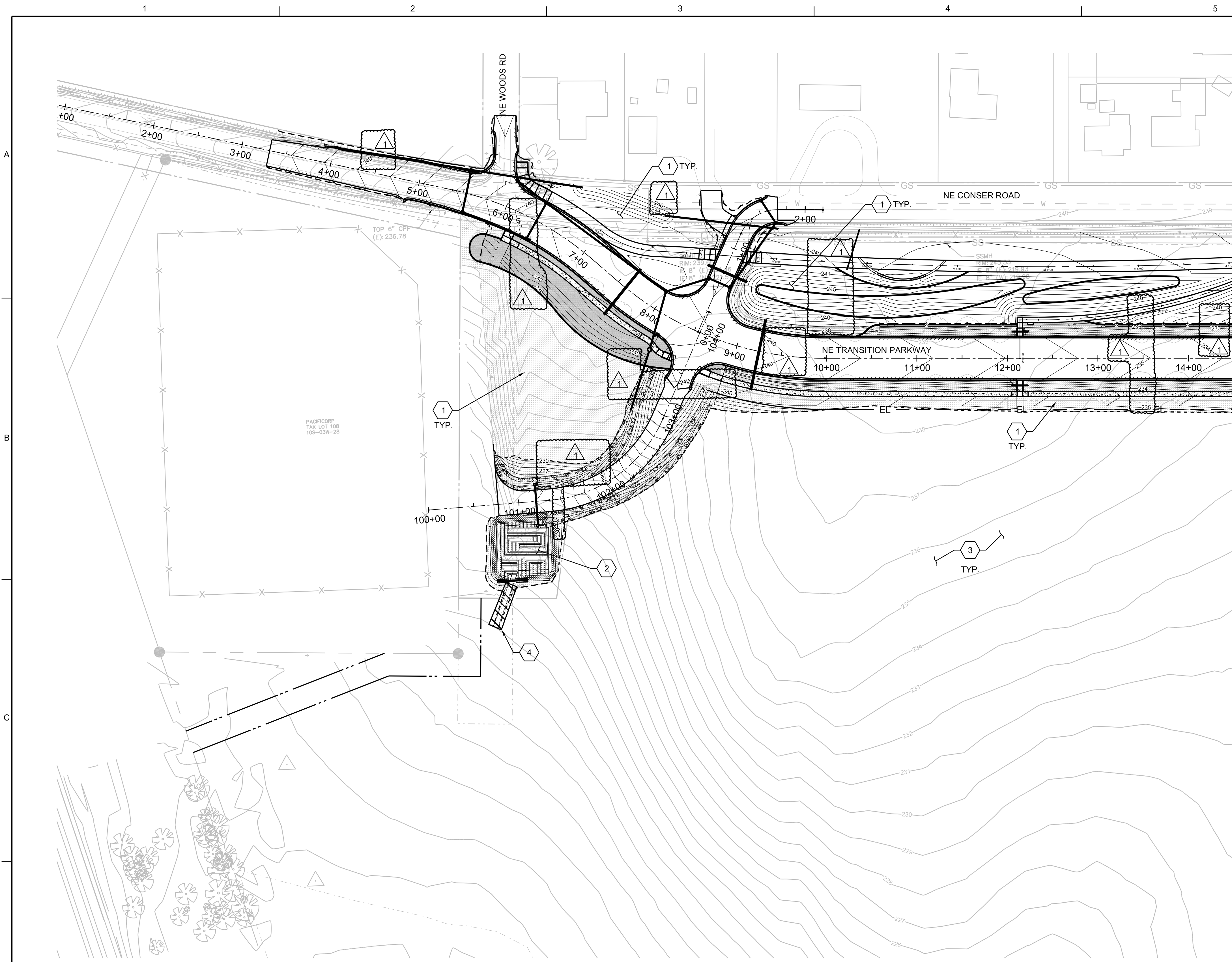
GENERAL NOTES

- A. CONTRACTOR TO RELOCATE TEMPORARY STAGING/STOCKPILE AREA AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL OFFSITE STAGING AREAS.
- B. FOR PERMANENT STORM DRAIN AND DITCH FACILITIES, REFER TO 05-C-2001 THRU 05-C-2019 AND 06-L-2101 THRU 06-L-2105.
- C. CHECK DAM SPACING IS SHOWN SCHEMATICALLY. INSTALL CHECK DAMS WITH SPACING PER ODOT DETAIL RD1006 BASED ON LONGITUDINAL SLOPE OF DITCH AND HEIGHT OF CHECK DAM. IN NO CASE SHALL SPACING EXCEED 50-FT.
- D. FOR GENERAL EROSION CONTROL NOTES AND CONSTRUCTION SCHEDULES, REFER TO DRAWING 01-G-0010 AND 05-C-2000.
- E. CONTOUR LABELS ON THIS DRAWING ARE PROVIDED FOR REFERENCE ONLY AND ACTUAL PROJECT EARTHWORK ELEVATIONS, LINES, AND GRADES SHALL BE CONTROLLED BY THE PLAN AND PROFILE DRAWINGS AND GRADING DRAWINGS.

SHEET KEYNOTES

- 1. STRAW WATTLE OR COMPOST SOCK CHECK DAM PER ODOT DETAIL RD1006. SEE GENERAL NOTE C
- 2. CONSTRUCT SILT FENCE PER DETAIL (3125-165)
- 3. INSTALL BIOFILTER BAG INLET BARRIER, PER DETAIL (3125-186)
- 4. CONSTRUCT GRAVEL CONSTRUCTION ENTRANCE (3125-130)
- 5. PRIOR TO EXCAVATING RAINGARDEN, INSTALL EROSION CONTROL BMPs INCLUDING SEEDING, INLET PROTECTION, CHECK DAMS, EROSION CONTROL BLANKETS, AND RIPRAP UPSTREAM OF THE RAINGARDEN AND DOWNSTREAM OF THE RAINGARDEN. AFTER EXCAVATING RAINGARDEN DOWN TO FINISH GRADE, STABILIZE EXPOSED SOILS USING TEMPORARY HYDROSEEDING, TEMPORARY MULCH, TEMPORARY HYDRAULIC OR ROLLED EROSION CONTROL BLANKETS, OR OTHER APPROVED METHOD. AT THE END OF CONSTRUCTION AND IMMEDIATELY PRIOR TO FINAL PLANTING OF RAINGARDEN, OVER-EXCAVATE RAINGARDEN TO SUBGRADE AND INSTALL GROWING MEDIUM, DRAIN ROCK, AND GEOTEXTILE AS SHOWN ON 05-C-2019 AND CLEAN WATER SERVICES DETAIL NO. 725.
- 6. SANITARY FACILITY AND WASTE RECEPTACLE AREA. MAX SLOPE 2%
- 7. NOT USED
- 8. EROSION CONTROL BLANKET IN DITCH PROVIDE STRAW MATTING FOR BLANKET AS SPECIFIED IN CITY OF ALBANY DIV 604.02.00. (3125-151)
- 9. WETLAND BOUNDARY
- 10. PROVIDE TEMPORARY DITCH OR PIPE TO CONVEY DRAINAGE FROM EXISTING CULVERT TO SAFELY DISCHARGE SOUTH OF PROPERTY. DESIGN TEMPORARY CULVERT OR DITCH FOR THE 25-YR PEAK FLOW IN ACCORDANCE WITH CITY OF MILLERSBURG ENGINEERING STANDARDS.
- 11. WETLAND TO BE REMOVED.
- 12. STAGING AREA, SEE 01-G-0060.
- 13. PROVIDE TEMPORARY CULVERT TO SAFELY CONVEY DITCH FLOW UNDER GRAVEL CONSTRUCTION ENTRANCE. DESIGN TEMPORARY CULVERT FOR THE 25-YR PEAK FLOW IN ACCORDANCE WITH CITY OF MILLERSBURG ENGINEERING STANDARDS.
- 14. 8" COMPOST SOCK PER ODOT DETAIL RD1032, INSTALLED ON PROJECT SIDE AND AT BASE OF SILT FENCE.

TRANSITION PARKWAY AND LINEAR PARK MILLERSBURG, OR CITY OF MILLERSBURG MILLERSBURG, OR	EROSION AND SEDIMENT CONTROL PHASE 2 PLAN GRADING, STREETS AND UTILITIES STA 27+50 TO END
Jacobs REUSE OF DOCUMENTS: THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF JACOBS AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF JACOBS.	
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE: JUNE 2024 PROJ: D3395316 DWG: 05-CE-2203 SHEET: 24 of 160	
NO. 1 DATE 06/12/24 APPENDUM NO. 1 DSGN	REVISION CHECK M. BALDWIN M. BALDWIN M. BALDWIN



PLAN STA 1+00 TO 14+50
1"=60'

MATCHLINE, SEE DWG 05-CE-2402

LEGEND

- GRAVEL CONSTRUCTION ENTRANCE
- SILT FENCE
- COMPOST SOCK
- TEMPORARY PERIMETER SECURITY FENCE
- BIOFILTER BAG INLET BARRIER (INLET PROTECTION)
- BIOFILTER BAG IN DITCHES
- CONCRETE WASHOUT AREA
- TEMP STOCKPILE AREA
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- DRAINAGE FLOW ARROWS
- PROPERTY LINES
- ROW LINES
- WETLAND REMOVAL
- WETLAND LIMITS
- EROSION CONTROL BLANKETS

SHEET KEYNOTES

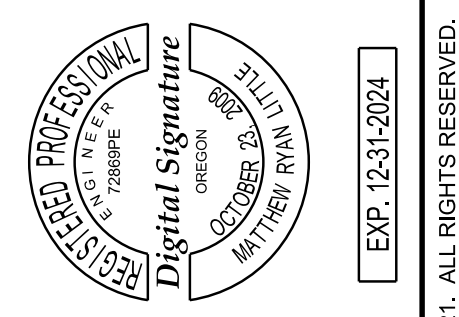
1. STABILIZE AND RESTORE AREA WITH PERMANENT GRASS AND PLANTS AS SHOWN ON THE LANDSCAPE PLANS.
2. STABILIZE AND SEED STORMWATER RAINGARDEN AS SHOWN ON LANDSCAPE PLANS AND AS SPECIFIED.
3. AFTER REMOVAL OF STAGING AREA GRAVEL, RESTORE AREA WITH PERMANENT GRASS AS SPECIFIED.
4. EROSION CONTROL BLANKET IN DITCH TO REMAIN.

FINAL STABILIZATION NOTES

1. ALL PERIMETER FENCING, SEDIMENT FENCING, AND BIOFILTER BAG CHECK DAMS AND INLET PROTECTION BMP'S TO BE REMOVED UPON COMPLETION OF THIS CONSTRUCTION PHASE.
2. ALL TEMPORARY FACILITIES TO BE REMOVED AND ALL SITE RESTORATION WORK COMPLETED DURING THIS CONSTRUCTION PHASE.
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4. FOR GENERAL EROSION CONTROL NOTES AND CONSTRUCTION SCHEDULES, REFER TO DRAWING 01-G-0010 AND 05-C-2000.

GENERAL NOTES

- A. CONTOUR LABELS ON THIS DRAWING ARE PROVIDED FOR REFERENCE ONLY AND ACTUAL PROJECT EARTHWORK ELEVATIONS, LINES, AND GRADES SHALL BE CONTROLLED BY THE PLAN AND PROFILE DRAWINGS AND GRADING DRAWINGS

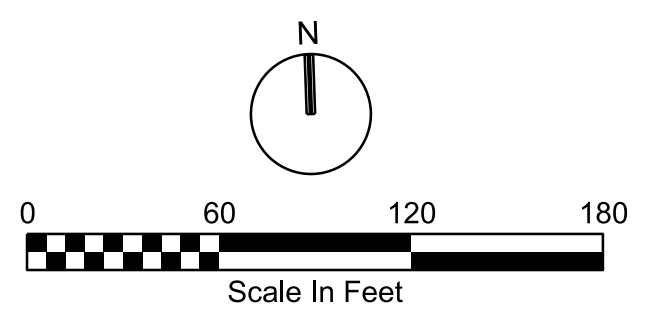


NO.	DATE	REVISION	CHK	APVD
1	06/12/24	ADDENDUM NO. 1		

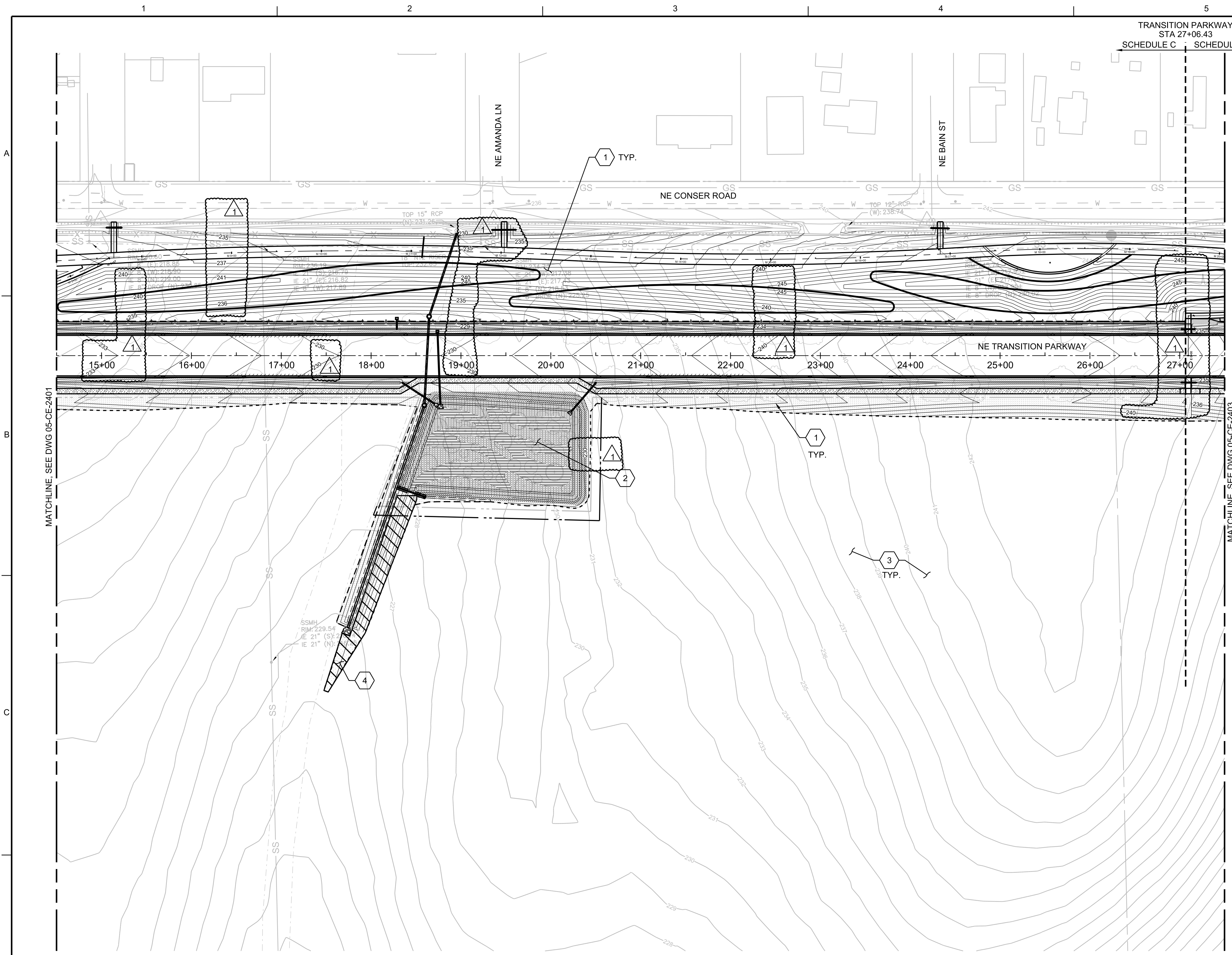
TRANSITION PARKWAY AND LINEAR PARK
MILLERSBURG, OR
CITY OF MILLERSBURG
MILLERSBURG, OR

EROSION AND SEDIMENT CONTROL
PHASE 4 PLAN
FINAL STABILIZATION
STA 0+00 TO 14+50

DATE	JUNE 2024
PROJ	D3395316
DWG	05-CE-2401
SHEET	25 of 160



ADDENDUM 1



PLAN STA 14+00 TO 27+50
1"=60'

LEGEND

GRAVEL CONSTRUCTION ENTRANCE	
SILT FENCE	
COMPOST SOCK	
TEMPORARY PERIMETER SECURITY FENCE	
BIOFILTER BAG INLET BARRIER (INLET PROTECTION)	
BIOFILTER BAG IN DITCHES	
CONCRETE WASHOUT AREA	
TEMP STOCKPILE AREA	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
DRAINAGE FLOW ARROWS	
PROPERTY LINES	
ROW LINES	
WETLAND REMOVAL	
WETLAND LIMITS	
EROSION CONTROL BLANKETS	

SHEET KEYNOTES

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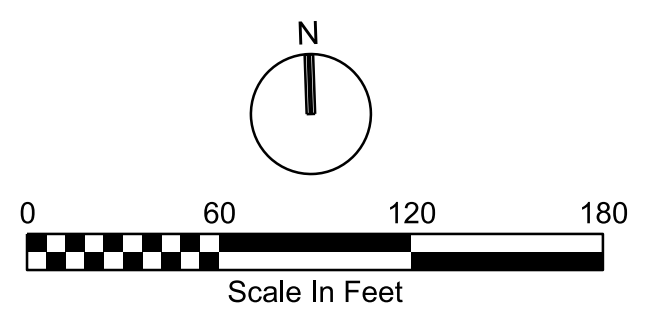
REGISTERED PROFESSIONAL ENGINEER
 OREGON
 Matthew R. Little
 No. 12312024
 EXP. 12-31-2024

NO.	DATE	REVISION	CHK	APVD
1	06/12/24	ADDENDUM NO. 1	M. BALDWIN	M. BALDWIN

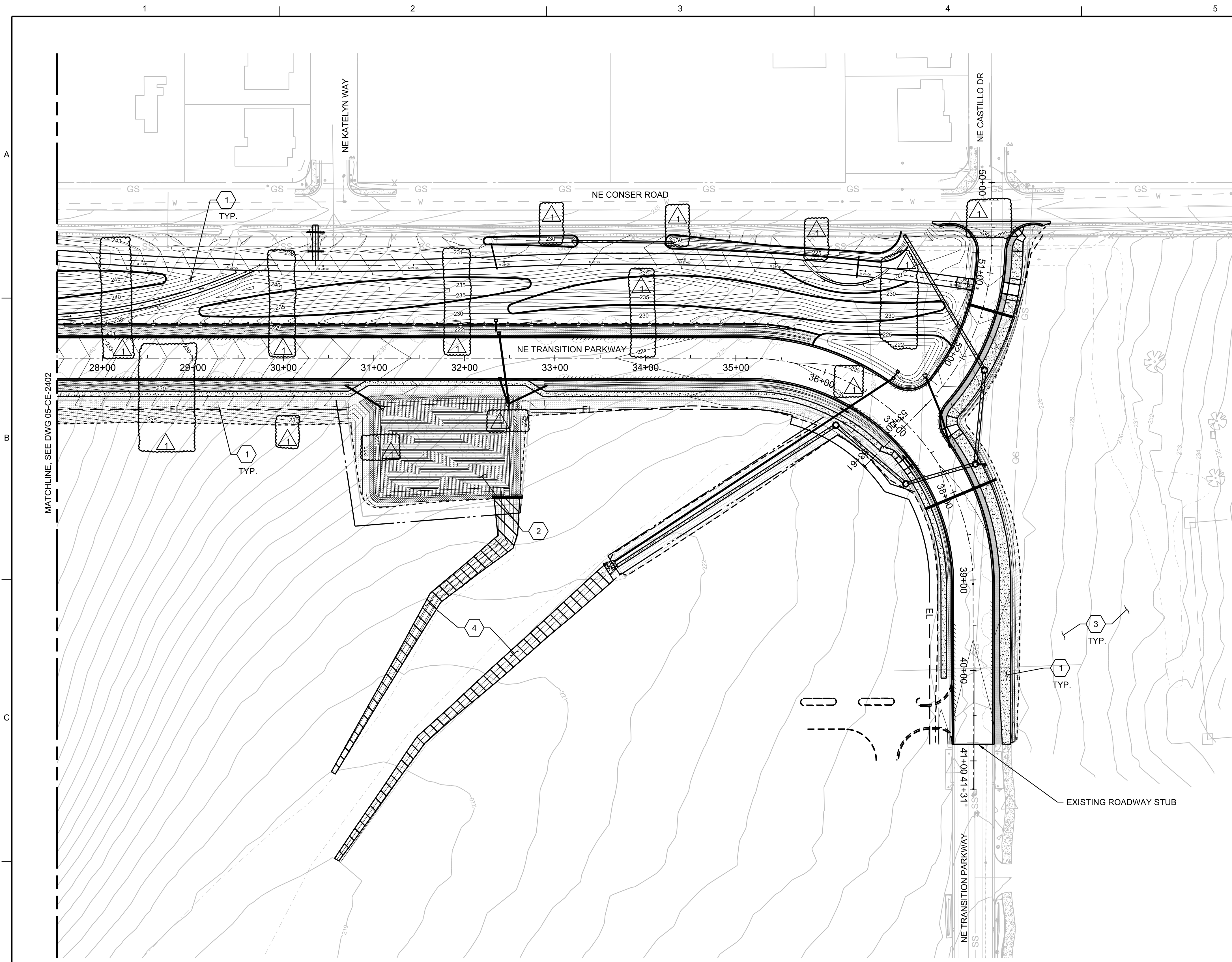
TRANSITION PARKWAY AND LINEAR PARK
 MILLERSBURG, OR
 CITY OF MILLERSBURG
 MILLERSBURG, OR

Jacobs
 EROSION AND SEDIMENT CONTROL
 PHASE 4 PLAN
 FINAL STABILIZATION
 STA 14+50 TO 27+50

VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE	JUNE 2024
PROJ	D3395316
DWG	05-CE-2402
SHEET	26 of 160



ADDENDUM 1



PLAN STA 27+50 TO END
1"=60'

LEGEND

- GRAVEL CONSTRUCTION ENTRANCE
- SILT FENCE
- COMPOST SOCK
- TEMPORARY PERIMETER SECURITY FENCE
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SHEET KEYNOTES

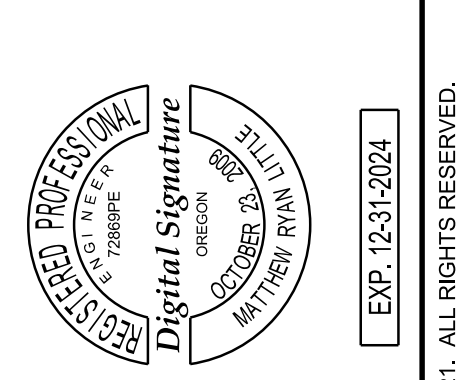
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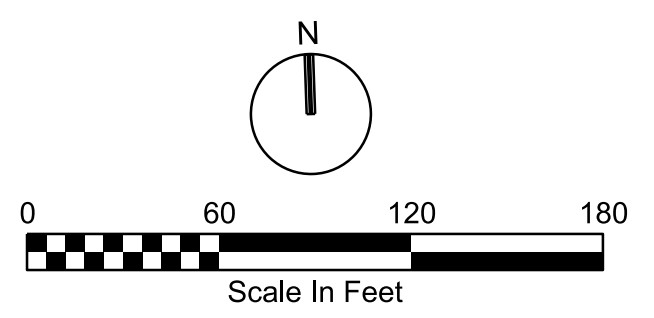


NO.	DATE	REVISION	BY	APVD
1	06/12/24	ADDENDUM NO. 1	MJB	MJB

TRANSITION PARKWAY AND LINEAR PARK
MILLERSBURG, OR
CITY OF MILLERSBURG
MILLERSBURG, OR

Jacobs
EROSION AND SEDIMENT CONTROL
PHASE 4 PLAN
FINAL STABILIZATION
STA 27+50 TO END

VERIFY SCALE	DATE	JUNE 2024
BAR IS ONE INCH ON ORIGINAL DRAWING.	PROJ	D3395316
0 60 120 180	DWG	05-CE-2403
Scale In Feet	SHEET	27 of 160





Land Use Compatibility Statement

What is a Land Use Compatibility Statement?

A LUCS is a form developed by DEQ to determine whether a DEQ permit or approval will be consistent with local government comprehensive plans and land use regulations.

Why is a LUCS required?

DEQ and other state agencies with permitting or approval activities that affect land use are required by Oregon law to be consistent with local comprehensive plans and have a process for determining consistency. DEQ activities affecting land use and the requirement for a LUCS may be found in Oregon Administrative Rules (OAR) Chapter 340, Division 18.

When is a LUCS required?

A LUCS is required for nearly all DEQ permits and certain approvals of plans or related activities that affect land use prior to issuance of a DEQ permit or approval. These permits and activities are listed in section 1.D on p. 2 of this form. A single LUCS can be used if more than one DEQ permit or approval is being applied for concurrently.

Permit modifications or renewals also require a LUCS when any of the following applies:

1. Physical expansion on the property or proposed use of additional land;
2. Alterations, expansions, improvements or changes in method or type of disposal at a solid waste disposal site as described in OAR 340-093-0070(4)(b);
3. A significant increase in discharges to water;
4. A relocation of an outfall outside of the source property; or
5. Any physical change or change of operation of an air pollutant source that results in a net significant emission rate increase as defined in OAR 340-200-0020.

How to complete a LUCS:

Step	Who does it?	What happens?
1.	Applicant	Applicant completes Section 1 of the LUCS and submits it to the appropriate city or county planning office.
2.	City or County Planning Office	City or county planning office completes Section 2 of the LUCS to indicate whether the activity or use is compatible with the acknowledged comprehensive plan and land use regulations, attaches written findings supporting the decision of compatibility, and returns the signed and dated LUCS to the applicant.
3.	Applicant	Applicant submits the completed LUCS and any supporting information provided by the city or county to DEQ along with the DEQ permit application or approval request.

Where to get help:

For questions about the LUCS process, contact the DEQ staff responsible for processing the permit or approval. DEQ staff may be reached at 1-800-452-4011 (toll-free, inside Oregon) or 503-229-5630. For general questions, please contact DEQ land use staff listed on our [Land Use Compatibility Statement page](#) online.

Cultural resources protection laws:

Applicants involved in ground-disturbing activities should be aware of federal and state cultural resources protection laws. ORS 358.920 prohibits the excavation, injury, destruction, or alteration of an archeological site or object or removal of archeological objects from public and private lands without an archeological permit issued by the State Historic Preservation Office. 16 USC 470, Section 106, National Historic Preservation Act of 1966 requires a federal agency, prior to any undertaking, to take into account the effect of the undertaking that is included on or eligible for inclusion in the National Register. For further information, contact the State Historic Preservation Office at 503-378-4168, ext. 232.

Land Use Compatibility Statement

Section 1 – To be completed by the applicant

1A. Applicant Name: City of Millersburg	1B. Project Name: Transition Parkway and Linear Park
Contact Name: Janelle Booth	Physical Address: 3800 NE Old Salem Road
Mailing Address: 4222 NE Old Salem Road	City, State, Zip: Millersburg, OR 97321
City, State, Zip: Millersburg, OR 97321	Tax Lot #: 10S03W2900200, 10S03W2800108, 10S03W2800100
Telephone: 458-233-6300	Township: 10 S Range: 03 W Section: 20 and 21
Tax Account #: OR Tax ID 0278317-0	Latitude: 44.680867
	Longitude: -123.070645

1C. Describe the project, include the type of development, business, or facility and services or products provided (attach additional information if necessary):

The Transition Parkway and Linear Park Project for the City of Millersburg, Oregon (City) includes design and construction of improvements to the Central Industrial Property, located adjacent to and south of Conser Road to support industrial development. The improvements include an arterial road, stormwater management facilities for the arterial road, extension of water and other utilities in the arterial road ROW and in adjacent easement, and a linear park including a multi-use path to provide a buffer between the residential areas north of Conser Road and the industrial development.

1D. Check the type of DEQ permit(s) or approval(s) being applied for at this time.

- | | |
|---|--|
| <input type="checkbox"/> Air Quality Notice of Construction | <input type="checkbox"/> Clean Water State Revolving Fund Loan Request |
| <input type="checkbox"/> Air Contaminant Discharge Permit | <input type="checkbox"/> Wastewater/Sewer Construction Plan/ Specifications (includes review of plan changes that require use of new land) |
| <input type="checkbox"/> Air Quality Title V Permit | <input type="checkbox"/> Water Quality NPDES Individual Permit |
| <input type="checkbox"/> Air Quality Indirect Source Permit | <input type="checkbox"/> Water Quality WPCF Individual Permit (for onsite construction-installation permits use the DEQ Onsite LUCS form) |
| <input type="checkbox"/> Parking/Traffic Circulation Plan | <input checked="" type="checkbox"/> Water Quality NPDES Stormwater General Permit (1200-A, 1200-C, 1200-CA, 1200-COLS, and 1200-Z) |
| <input type="checkbox"/> Solid Waste Land Disposal Site Permit | <input type="checkbox"/> Water Quality General Permit (all general permits, except 600, 700-PM, 1700-A, and 1700-B when they are mobile) |
| <input type="checkbox"/> Solid Waste Treatment Facility Permit | <input type="checkbox"/> Water Quality 401 Certification for federal permit or license |
| <input type="checkbox"/> Solid Waste Composting Facility Permit (includes Anaerobic Digester) | |
| <input type="checkbox"/> Conversion Technology Facility Permit | |
| <input type="checkbox"/> Solid Waste Letter Authorization Permit | |
| <input type="checkbox"/> Solid Waste Material Recovery Facility Permit | |
| <input type="checkbox"/> Solid Waste Energy Recovery Facility Permit | |
| <input type="checkbox"/> Solid Waste Transfer Station Permit | |
| <input type="checkbox"/> Waste Tire Storage Site Permit | |
| <input type="checkbox"/> Pollution Control Bond Request | |
| <input type="checkbox"/> Hazardous Waste Treatment, Storage or Disposal Permit | |

This application is for: Permit Renewal New Permit Permit Modification Other:

Section 2 – To be completed by city or county planning official

Applicant name: **City of Millersburg** Project name: **Transition Parkway and Linear Park**

Instructions: Written findings of fact for all local decisions are required; written findings from previous actions are acceptable. For uses allowed outright by the acknowledged comprehensive plan, DEQ will accept written findings in the form of a reference to the specific plan policies, criteria, or standards that were relied upon in rendering the decision with an indication of why the decision is justified based on the plan policies, criteria, or standards.

2A. The project proposal is located: Inside city limits Inside UGB Outside UGB

2B. Name of the city or county that has land use jurisdiction (the legal entity responsible for land use decisions for the subject property or land use): **City of Millersburg**

2C. This project is not within the jurisdiction of any other land use, zoning, or planning entity
 This project is also within the jurisdiction of the following land use, zoning, or planning entity _____

2D. Is the activity allowed under Measure 49 (2007)? No, Measure 49 is not applicable Yes, if yes, then check one:

Express; approved by DLCD order #:

Conditional; approved by DLCD order #:

Vested; approved by local government decision or court judgment docket or order #:

2E. Is the activity a composting facility?
 No Yes; Senate Bill 462 (2013) notification requirements have been met.

2F. Is the activity or use compatible with your acknowledged comprehensive plan as required by OAR 660-031? Yes
Please complete this form to address the activity or use for which the applicant is seeking approval (see 1.C on the previous page). If the activity or use is to occur in multiple phases, please ensure that your approval addresses the phases described in 1C. For example, if the applicant's project is described in 1C. as a subdivision and the LUCS indicates that only clearing and grading are allowed outright but does not indicate whether the subdivision is approved, DEQ will delay permit issuance until approval for the subdivision is obtained from the local planning official.

The activity or use is specifically exempt by the acknowledged comprehensive plan; explain:

Yes, the activity or use is pre-existing nonconforming use allowed outright by (provide reference for local ordinance):

Yes, the activity or use is allowed outright by (provide reference for local ordinance):

195-22

Yes, the activity or use received preliminary approval that includes requirements to fully comply with local requirements; findings are attached.

Yes, the activity or use is allowed; findings are attached.

No, see 2D. above, activity or use allowed under Measure 49; findings are attached.

No, (complete below or attach findings for noncompliance and identify requirements the applicant must comply with before compatibility can be determined):
Relevant specific plan policies, criteria, or standards:

Provide the reasons for the decision:

Additional comments (attach additional information as needed):

Planning Official Signature: **Matt Straite** Digitally signed by Matt Straite Title: **Community Development Director**
Date: 2023.11.28 08:49:08 -08'00'

Print Name: **Matt Straite** Telephone #: **458-233-6306** Date:

If necessary, depending upon city/county agreement on jurisdiction outside city limits but within UGB:

Planning Official Signature: Title:

Print Name: Telephone #: Date:

Alternative formats

DEQ can provide documents in an alternate format or in a language other than English upon request. Call DEQ at 800-452-4011 or email deqinfo@deq.state.or.us.



Oregon

Tina Kotek, Governor

Department of Environmental Quality
Water Quality

June 10, 2024

Janelle Booth
City of Millersburg
4222 NE Old Salem Road NE
Millersburg, Oregon 97321

Re: 1200-C National Pollutant Discharge Elimination System (NPDES) Registration
Permit/PLC No.: NGEN12C-ORR10J192
Project Name: Transition Parkway and Linear Park
Project Location: 2819 Conser Rd NE, Albany
Linn County

Dear Janelle Booth:

The Oregon Department of Environmental Quality (DEQ) has reviewed your application and approved your registration for coverage under the NPDES Construction Stormwater Discharge Permit 1200-C (permit). As the registrant, you are legally responsible for compliance with all permit conditions. See this link <https://www.oregon.gov/deq/wq/wqpermits/Pages/Stormwater-Construction.aspx> for a copy of the permit, technical assistance, and all relevant permit forms.

Registrant Obligations

- Comply with all permit conditions. DEQ strongly recommends that you read the permit.
- Fully implement your Erosion and Sediment Control Plan (ESCP). You may need to modify site control measures as site conditions change.
- Ensure that all appropriate contractors hired by you to implement the permit on your behalf have a copy of the ESCP and the permit. Keep a list of all contractors working on your site along with their contact information.
- Notify DEQ of significant projects changes, including ESCP revisions, inspectors, or project ownership changes.
- Perform & document visual monitoring according to Schedule B of the permit by a certified erosion and sediment control person.
- Terminate coverage at the end of the project. You will be charged an annual registration fee until registration is terminated.

The permit does not authorize excavation or fill in state waterways, including wetlands, and does not replace the requirement for receiving authorization to do this type of work under Section 404 of the Clean Water Act. If the authorized activity involves earthmoving in a known or suspected wetland condition you must contact the Department of State Lands at 503-986-5200 if you are west of the Cascades, or 541-388-6112 if you are east of the Cascades, and request a wetland determination prior to earth moving.

The construction stormwater general permit, technical assistance manuals and other information is also available on [DEQ Stormwater Program's website](#).

Sincerely,

[DEQ Stormwater Permitting Program](#)

1200-C Documents

ESC Drawings

EROSION AND SEDIMENT CONTROL (ESC) PLAN

GENERAL EROSION AND SEDIMENT CONTROL NOTES FROM THE 1200-C CONSTRUCTION STORMWATER GENERAL PERMIT

- INCLUDE A LIST OF ALL PERSONNEL (BY NAME AND POSITION) THAT ARE RESPONSIBLE FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF STORMWATER CONTROL MEASURES (E.G. ESCP DEVELOPER, BMP INSTALLER (SEE SECTION 4.10), AS WELL AS THEIR INDIVIDUAL RESPONSIBILITIES. (SECTION 4.4.C.II)
- VISUAL MONITORING INSPECTION REPORTS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-C PERMIT REQUIREMENTS. (SECTION 6.5)
- INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-C PERMIT REQUIREMENTS. (SECTION 6.5.Q)
- RETAIN A COPY OF THE ESCP AND ALL REVISIONS ON SITE AND MAKE IT AVAILABLE ON REQUEST TO DEQ, AGENT, OR THE LOCAL MUNICIPALITY. (SECTION 4.7)
- THE PERMIT REGISTRANT MUST IMPLEMENT THE ESCP. FAILURE TO IMPLEMENT ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP IS A VIOLATION OF THE PERMIT. (SECTIONS 4 AND 4.11)
- THE ESCP MUST BE ACCURATE AND REFLECT SITE CONDITIONS. (SECTION 4.8)
- SUBMISSION OF ALL ESCP REVISIONS IS NOT REQUIRED. SUBMITTAL OF THE ESCP REVISIONS IS ONLY UNDER SPECIFIC CONDITIONS. SUBMIT ALL NECESSARY REVISION TO DEQ OR AGENT WITHIN 10 DAYS. (SECTION 4.9)
- SEQUENCE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICAL TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION. (SECTION 2.2.2)
- CREATE SMOOTH SURFACES BETWEEN SOIL SURFACE AND EROSION AND SEDIMENT CONTROLS TO PREVENT STORMWATER FROM BYPASSING CONTROLS AND PONDING. (SECTION 2.2.3)
- IDENTIFY, MARK, AND PROTECT (BY CONSTRUCTION FENCING OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES, AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G., WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS. (SECTION 2.2.1)
- PRESERVE EXISTING VEGETATION WHEN PRACTICAL AND RE-VEGETATE OPEN AREAS. RE-VEGETATE OPEN AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION. IDENTIFY THE TYPE OF VEGETATIVE SEED MIX USED. (SECTION 2.2.5)
- MAINTAIN AND DELINEATE ANY EXISTING NATURAL BUFFER WITHIN THE 50-FEET OF WATERS OF THE STATE. (SECTION 2.2.4)
- INSTALL PERIMETER SEDIMENT CONTROL, INCLUDING STORM DRAIN INLET PROTECTION AS WELL AS ALL SEDIMENT BASINS, TRAPS, AND BARRIERS PRIOR TO LAND DISTURBANCE. (SECTIONS 2.1.3)
- CONTROL BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND DOWNSTREAM CHANNELS AND STREAMBANKS. (SECTIONS 2.1.1. AND 2.2.16)
- CONTROL SEDIMENT AS NEEDED ALONG THE SITE PERIMETER AND AT ALL OPERATIONAL INTERNAL STORM DRAIN INLETS AT ALL TIMES DURING CONSTRUCTION, BOTH INTERNALLY AND AT THE SITE BOUNDARY. (SECTIONS 2.2.6 AND 2.2.13)
- ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK. (SECTION 2.2.14)
- APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS AS GRADING PROGRESSES. TEMPORARY OR PERMANENT STABILIZATION MEASURES ARE NOT REQUIRED FOR AREAS THAT ARE INTENDED TO BE LEFT UNVEGETATED, SUCH AS DIRT ACCESS ROADS OR UTILITY POLE PADS. (SECTIONS 2.2.20 AND 2.2.21)
- ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS. (SECTION 2.3.7)
- KEEP WASTE CONTAINER LIDS CLOSED WHEN NOT IN USE AND CLOSE LIDS AT THE END OF THE BUSINESS DAY FOR THOSE CONTAINERS THAT ARE ACTIVELY USED THROUGHOUT THE DAY. FOR WASTE CONTAINERS THAT DO NOT HAVE LIDS, PROVIDE EITHER (1) COVER (E.G., A TARP, PLASTIC SHEETING, TEMPORARY ROOF) TO PREVENT EXPOSURE OF WASTES TO PRECIPITATION, OR (2) A SIMILARLY EFFECTIVE MEANS DESIGNED TO PREVENT THE DISCHARGE OF POLLUTANTS (E.G., SECONDARY CONTAINMENT). (SECTION 2.3.7)
- PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS USING BMPS SUCH AS: CONSTRUCTION ENTRANCE, GRAVELED (OR PAVED) EXITS AND PARKING AREAS, GRAVEL ALL UNPAVED ROADS LOCATED ONSITE, OR USE AN EXIT TIRE WASH. THESE BMPS MUST BE IN PLACE PRIOR TO LAND-DISTURBING ACTIVITIES. (SECTION 2.2.7)
- WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS ON SITE. (SECTION 2.2.7.F)
- CONTROL PROHIBITED DISCHARGES FROM LEAVING THE CONSTRUCTION SITE, I.E., CONCRETE WASH-OUT, WASTEWATER FROM CLEANOUT OF STUCCO, PAINT AND CURING COMPOUNDS. (SECTIONS 1.5 AND 2.3.9)
- ENSURE THAT STEEP SLOPE AREAS WHERE CONSTRUCTION ACTIVITIES ARE NOT OCCURRING ARE NOT DISTURBED. (SECTION 2.2.10)
- PREVENT SOIL COMPACTION IN AREAS WHERE POST-CONSTRUCTION INFILTRATION FACILITIES ARE TO BE INSTALLED. (SECTION 2.2.12)
- USE BMPS TO PREVENT OR MINIMIZE STORMWATER EXPOSURE TO POLLUTANTS FROM SPILLS; VEHICLE AND EQUIPMENT FUELING, MAINTENANCE, AND STORAGE; OTHER CLEANING AND MAINTENANCE ACTIVITIES; AND WASTE HANDLING ACTIVITIES. THESE POLLUTANTS INCLUDE FUEL, HYDRAULIC FLUID, AND OTHER OILS FROM VEHICLES AND MACHINERY, AS WELL AS DEBRIS, FERTILIZER, PESTICIDES AND HERBICIDES, PAINTS, SOLVENTS, CURING COMPOUNDS AND ADHESIVES FROM CONSTRUCTION OPERATIONS. (SECTIONS 2.2.15 AND 2.3)
- PROVIDE PLANS FOR SEDIMENTATION BASINS THAT HAVE BEEN DESIGNED PER SECTION 2.2.17 AND STAMPED BY AN OREGON PROFESSIONAL ENGINEER. (SEE SECTION 2.2.17.A)
- IF ENGINEERED SOILS ARE USED ON SITE, A SEDIMENTATION BASIN/IMPOUNDMENT MUST BE INSTALLED. (SEE SECTIONS 2.2.17 AND 2.2.18)
- PROVIDE A DEWATERING PLAN FOR ACCUMULATED WATER FROM PRECIPITATION AND UNCONTAMINATED GROUNDWATER SEEPAGE DUE TO SHALLOW EXCAVATION ACTIVITIES. (SEE SECTION 2.4)
- IMPLEMENT THE FOLLOWING BMPS WHEN APPLICABLE: WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES, EMPLOYEE TRAINING ON SPILL PREVENTION AND PROPER DISPOSAL PROCEDURES, SPILL KITS IN ALL VEHICLES, REGULAR MAINTENANCE SCHEDULE FOR VEHICLES AND MACHINERY, MATERIAL DELIVERY AND STORAGE CONTROLS, TRAINING AND STORAGE, AND COVERED STORAGE AREAS FOR WASTE AND SUPPLIES. (SECTION 2.3)
- USE WATER, SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL. (SECTION 2.3.5)
- THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE NUTRIENT RELEASES TO SURFACE WATERS. EXERCISE CAUTION WHEN USING TIME-RELEASE FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE. (SECTION 2.3.5)
- IF AN ACTIVE TREATMENT SYSTEM (FOR EXAMPLE, ELECTRO-COAGULATION, FLOCCULATION, FILTRATION, ETC.) FOR SEDIMENT OR OTHER POLLUTANT REMOVAL IS EMPLOYED, SUBMIT AN OPERATION AND MAINTENANCE PLAN (INCLUDING SYSTEM SCHEMATIC, LOCATION OF SYSTEM, LOCATION OF INLET, LOCATION OF DISCHARGE, DISCHARGE DISPERSION DEVICE DESIGN, AND A SAMPLING PLAN AND FREQUENCY) BEFORE OPERATING THE TREATMENT SYSTEM. OBTAIN ENVIRONMENTAL MANAGEMENT PLAN APPROVAL FROM DEQ BEFORE OPERATING THE TREATMENT SYSTEM. OPERATE AND MAINTAIN THE TREATMENT SYSTEM ACCORDING TO MANUFACTURER'S SPECIFICATIONS. (SECTION 1.2.9)
- TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS, IF NEEDED. THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR. (SECTION 2.2)
- AS NEEDED BASED ON WEATHER CONDITIONS, AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMPS MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. (SECTION 2.2.8)
- SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL. (SECTION 2.1.5.B)
- OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS): REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT AND BEFORE BMP REMOVAL. (SECTION 2.1.5.C)
- CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF PROJECT. (SECTION 2.1.5.D)
- WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST BE REMEDIATED. INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND IMPLEMENT STEPS TO PREVENT A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN-UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIMEFRAME. (SECTION 2.2.19.A)
- THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGE WAYS MUST NOT OCCUR. VACUUMING OR DRY SWEEPING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS. (SECTION 2.2.19)
- DOCUMENT ANY PORTION(S) OF THE SITE WHERE LAND DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED OR WILL BE TEMPORARILY INACTIVE FOR 14 OR MORE CALENDAR DAYS. (SECTION 6.5.F.)
- PROVIDE TEMPORARY STABILIZATION FOR THAT PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE WITH A COVERING OF BLOWN STRAW AND A TACKIFIER, LOOSE STRAW, OR AN ADEQUATE COVERING OF COMPOST MULCH UNTIL WORK RESUMES ON THAT PORTION OF THE SITE. (SECTION 2.2.20)
- DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED, ALL TEMPORARY EROSION CONTROLS AND RETAINED SOILS MUST BE REMOVED AND DISPOSED OF PROPERLY, UNLESS NEEDED FOR LONG TERM USE FOLLOWING TERMINATION OF PERMIT COVERAGE. (SECTION 2.2.21)

BMP MATRIX FOR CONSTRUCTION PHASES

BMPs	YEAR: 2024												2025												2026											
	MONTH#:	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M														
IDENTIFY WORK LIMITS																																				
IDENTIFY ENVIRONMENTAL IMPACT AVOIDANCE AREAS																																				
IDENTIFY VEGETATIVE BUFFER ZONES TO SENSITIVE AREAS																																				
HOLD A PRE-CONSTRUCTION MTG TO DISCUSS ESCP																																				
MOBILIZE EQUIPMENT ONSITE																																				
SITE MONITORING																																				
ROCK CONSTRUCTION ENTRANCE																																				
INSTALL PERIMETER/WORK LIMIT BMPS																																				
INSTALL INLET CONTROL AND DITCH CHECK DAM BMPS																																				
SITE EXCAVATION AND GRADING																																				
CONCRETE WASHOUT																																				
FINAL GRADE AND ROCK																																				
EXPECTED FINAL STABILIZATION																																				
REMOVE TEMPORARY BMPS																																				
REMOVE DEBRIS AND TRASH FROM SITE; DISPOSE OF PROPERLY																																				
FINAL INSPECTION FOR PERMIT COMPLIANCE (SCHEDULE A&B)																																				
FINAL INSPECTION FOR PERMIT COMPLIANCE (SCHEDULE C)																																				

NOTE:

ESTIMATED TIME TABLE MAY CHANGE DEPENDING ON WHEN THE ACTUAL NTP IS GIVEN. CONTRACTOR TO REVISE ESTIMATED TIME TABLE ACCORDINGLY IN 1200-C PERMIT AND SUBMIT TO ENGINEER.

OTHER NOTES

THE GENERAL NOTES SECTION MAY REFER TO BMPS THAT ARE NOT APPLICABLE TO THIS PROJECT.

THE REGISTRANT IS REQUIRED TO MEET ALL THE CONDITIONS OF THE 1200-C PERMIT. THIS ESCP AND GENERAL CONDITIONS HAVE BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH THE 1200-C PERMIT REQUIREMENTS. IN CASES OF DISCREPANCIES OR OMISSIONS, THE 1200-C PERMIT REQUIREMENTS SUPERCEDE REQUIREMENTS OF THIS PLAN.

SEE 1200-C PERMIT FOR ADDITIONAL INFORMATION.

PROJECT LOCATION

APPROXIMATELY 200 FEET SOUTH OF CONSER RD NE MILLERSBURG, OREGON BETWEEN WOODS RD NE AND NE CASTILLO DR.
CITY: MILLERSBURG COUNTY: LINN STATE: OREGON
APPROXIMATE CENTER LAT/LONG: 44.680635° N, -123.344° W

PROPERTY DESCRIPTION

APPROXIMATELY 200 FT SOUTH OF CONSER ROAD BETWEEN WOODS ROAD AND CASTILLO ROAD, MILLERSBURG OREGON

DEVELOPER

OWNER: CITY OF MILLERSBURG
CONTACT: JANELLE BOOTH, PE, CITY ENGINEER
ADDRESS: 4222 OLD SALEM RD NE, ALBANY, OR 97321
PHONE: (458) 233-6300

DESIGNER

JACOBS ENGINEERING GROUP INC.
CONTACT: MATT BALDWIN, PE, PROJECT MANAGER
ADDRESS: 1100 NE CIRCLE BLVD, SUITE 300
CORVALLIS OREGON, 97330
541-768-3556

SURVEY

K&D ENGINEERING, INC.
276 N.W. HICKORY STREET P.O. BOX 725
ALBANY, OREGON 97324
(541) 928-2583

PERMITTEE'S SITE INSPECTOR(S)

JACOBS ENGINEERING
CONTACT: MATT LITTLE, PE
CESCL NO. 83570
541-908-0993

RATIONALE STATEMENT

A COMPREHENSIVE LIST OF BMP OPTIONS BASED ON DEQ GUIDANCE MANUAL HAS BEEN REVIEWED TO COMPLETE THIS ESCP. SOME BMP OPTIONS WERE NOT CHOSEN BASED ON THEIR EXPECTED EFFECTIVENESS IN EROSION PREVENTION AND SEDIMENT CONTROL GIVEN SITE-SPECIFIC CONDITIONS. NEEDED CHANGES TO THIS ESCP WILL BE MADE AS THE PROJECT PROGRESSES.

INITIAL MRL

NARRATIVE DESCRIPTIONS

EXISTING SITE CONDITIONS

DESIGN IMPROVEMENTS TO THE EXISTING CENTRAL INDUSTRIAL PROPERTY WILL BE CONSTRUCTED DIRECTLY SOUTH OF CONSER RD NE. THIS AREA CONSISTS OF AGRICULTURAL FIELDS FOR CROPS. THE NATIVE MATERIAL IS A MIX OF HYDRAULIC GROUP C AND D SOIL. EXISTING SLOPES IN THE AREA ARE BETWEEN 1 AND 5 PERCENT. SURFACE DRAINAGE FLOWS TO MULTIPLE LOW POINTS INTO EXISTING WETLANDS SOUTH OF CONSER ROAD.

DEVELOPED CONDITIONS

A NEW ROAD WILL BE CONSTRUCTED WITH VEGETATED SWALES FOR STORMWATER TREATMENT AND SLOWING OF RUNOFF ON EACH SIDE OF THE ROAD. GRADING WILL MAINTAIN SURFACE FLOW PATTERNS. PAVED PEDESTRIAN PATHS WILL CUT THROUGH THE PARK AREA. THE PARK AREA WILL BE LANDSCAPED AND WILL INCLUDE A NEW PAVED MULTI-USE PATH. A FILTER STRIP WILL BE PROVIDED ON THE NORTH SIDE OF THE MULTI-USE PATH.

RECEIVING WATER BODIES

N/A

AUTHORIZED NON-STORMWATER DISCHARGES

- LANDSCAPE IRRIGATION
- EQUIPMENT WASHING
- DUST CONTROL WATER
- FIRE HYDRANT FLUSHING
- POTABLE WATER PIPE FLUSHING
- FOUNDATION DRAINS

POLLUTANT GENERATING ACTIVITIES AND LOCATIONS

- EQUIPMENT STORAGE (AT STAGING AREAS)
- FILL/BACKFILL STORAGE (AT STAGING AREAS)
- GENERAL EARTHWORK ACTIVITIES (AT SITE-WIDE LOCATIONS OF EXCAVATION OR FILL)
- CONCRETE WASHOUT (AT CONCRETE WASHOUT BMP LOCATIONS)
- SANITARY FACILITY (I.E. PORTABLE TOILET)(AT STAGING AREAS)

SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN

- ENSURE SUPPLIES ARE AVAILABLE AT ALL TIMES TO HANDLE SPILLS, LEAKS, AND DISPOSAL OF LIQUIDS.
- ENSURE STAFF ARE AVAILABLE TO RESPOND EXPEDITIOUSLY IN THE EVENT OF A LEAK OR SPILL.
- CONTAIN THE SPILL USING SPILL BERMS, CONTAMINENT BOOMS, SPILL CONTAINMENT, OR OTHER APPROVED MATERIALS.
- ELIMINATE THE SOURCE OF THE SPILL.
- CLEAN UP THE SPILL USING DRY CLEAN UP MATERIALS. DO NOT CLEAN BY HOSING THE AREA DOWN.
- DISPOSE OF SPILLED LIQUID AND USED SPILL CLEAN UP MATERIALS IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.
- CONTACT OREGON EMERGENCY RESPONSE SYSTEM (OERS) AT 1-800-452-0311 WHEN SPILL REACHES WATERS OF THE STATE, OIL SPILLS ON LAND EXCEEDING 42 GALLONS, AND SPILL INCLUDES HAZARDOUS MATERIALS AND REPORTABLE QUANTITIES AS DEFINED IN 40 CFR PART 302.

NATURE OF CONSTRUCTION ACTIVITY AND ESTIMATED TIME TABLE

	SCHEDULE A&B				SCHEDULE C			
TEMPORARY ACCESS	FROM: 9/2024	TO: 10/2024	FROM: 5/2025	TO: 6/2025	FROM: 5/2025	TO: 6/2025	FROM: 5/2025	TO: 6/2025
EARTHWORK	FROM: 10/2024	TO: 4/2025	FROM: 6/2025	TO: 12/2025	FROM: 6/2025	TO: 12/2025	FROM: 6/2025	TO: 12/2025
VERTICAL CONST	FROM: N/A	TO: N/A	FROM: N/A	TO: N/A	FROM: N/A	TO: N/A	FROM: N/A	TO: N/A
UTILITY WORK	FROM: 1/2025	TO: 4/2025	FROM: 9/2025	TO: 1/2026	FROM: 9/2025	TO: 1/2026	FROM: 9/2025	TO: 1/2026
FINAL STABILIZATION	FROM: 5/2025	TO: 8/2025	FROM: 2/2026	TO: 5/2026	FROM: 2/2026	TO: 5/2026	FROM: 2/2026	TO: 5/2026
TOTAL SITE AREA: 68 ACRES								
TOTAL DISTURBED AREA: 27.3 ACRES								

PERMANENT STABILIZATION METHODS

EXPOSED SOIL AREAS SHALL BE STABILIZED WITHIN A WEEK OF THE AREA'S FINAL GRADING. DISTURBED AREAS WILL BE STABILIZED WITH NATIVE GRASS SEED.

RAIN GAUGE INFORMATION:

NATIONAL WEATHER SERVICE INFORMATION
ALBANY MUNICIPAL AIRPORT
LAT: 44.64 N
LONG: -123.06 W
ELEV: 227 FT
DISTANCE FROM SITE: 2.7 MI

INSPECTION FREQUENCY SCHEDULE

ACTIVE PERIOD:
ON INITIAL DATE THAT LAND DISTURBANCE ACTIVITIES COMMENCE. WITHIN 24 HOURS OF ANY STORM EVENT, INCLUDING RUNOFF FROM SNOW MELT, THAT RESULTS IN DISCHARGE FROM THE SITE. AT LEAST ONCE EVERY 14 DAYS, REGARDLESS OF WHETHER STORMWATER RUNOFF IS OCCURRING.

INACTIVE PERIOD:
THE INSPECTOR MAY REDUCE THE FREQUENCY OF INSPECTION IN ANY AREA OF THE SITE WHERE THE STABILIZATION STEPS IN SECTION 2.2.20 HAVE BEEN COMPLETED TO TWICE PER MONTH FOR THE FIRST MONTH, NO LESS THAN 14 CALENDAR DAYS APART, THEN ONCE PER MONTH.

SITE INACCESSIBLE DUE TO INCLEMENT WEATHER:
IF SAFE, ACCESSIBLE AND PRACTICAL, INSPECTIONS MUST OCCUR DAILY AT A RELEVANT DISCHARGE POINT OR DOWNSTREAM LOCATION OF THE RECEIVING WATERBODY.

PERIODS WHEN CONSTRUCTION ACTIVITIES ARE SUSPENDED AND RUNOFF IS UNLIKELY DUE TO FROZEN CONDITIONS:
VISUAL MONITORING INSPECTIONS MAY BE TEMPORARILY SUSPENDED. IMMEDIATELY RESUME MONITORING UPON THAWING, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.

PERIODS WHEN CONSTRUCTION ACTIVITIES ARE SUSPENDED AND RUNOFF IS UNLIKELY DURING FROZEN CONDITIONS:
VISUAL MONITORING INSPECTIONS MAY BE REDUCED TO ONCE A MONTH. IMMEDIATELY RESUME MONITORING UPON THAWING, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.

ATTENTION EXCAVATORS

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 THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO (2) BUSINESS DAYS BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6699.

SHEET INDEX

05-CE-0001	ESCP COVER SHEET
05-CE-2000	ESCP OVERALL KEY PLAN
05-CE-2101-05-CE-2103	ESCP EXISTING CONDITIONS/DEMO
05-CE-2201-05-CE-2203	ESCP GRADING, STREETS, UTILITIES
05-CE-2401-05-CE-2403	ESCP FINAL STABILIZATION

EROSION CONTROL LEGEND

COVER PRACTICES

CONCRETE WASHOUT AREA

CONSTRUCTION ENTRANCE

INLET PROTECTION

CHECK DAMS

OUTLET PROTECTION / RIPRAP

SEDIMENT FENCE

SEDIMENT BARRIER (BIOFILTER)

SEDIMENT TRAP (OR SUMP)

SEDIMENT POND OR BASIN

SYMBOL

CONCRETE WASHOUT AREA

CONSTRUCTION ENTRANCE

INLET PROTECTION

CHECK DAMS

OUTLET PROTECTION / RIPRAP

SEDIMENT FENCE

SEDIMENT BARRIER (BIOFILTER)

SEDIMENT TRAP (OR SUMP)

SEDIMENT POND OR BASIN

JACOBS

EROSION AND SEDIMENT CONTROL
GENERAL NOTES

VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1" 1"

DATE MAY 2024

PROJ D3395316

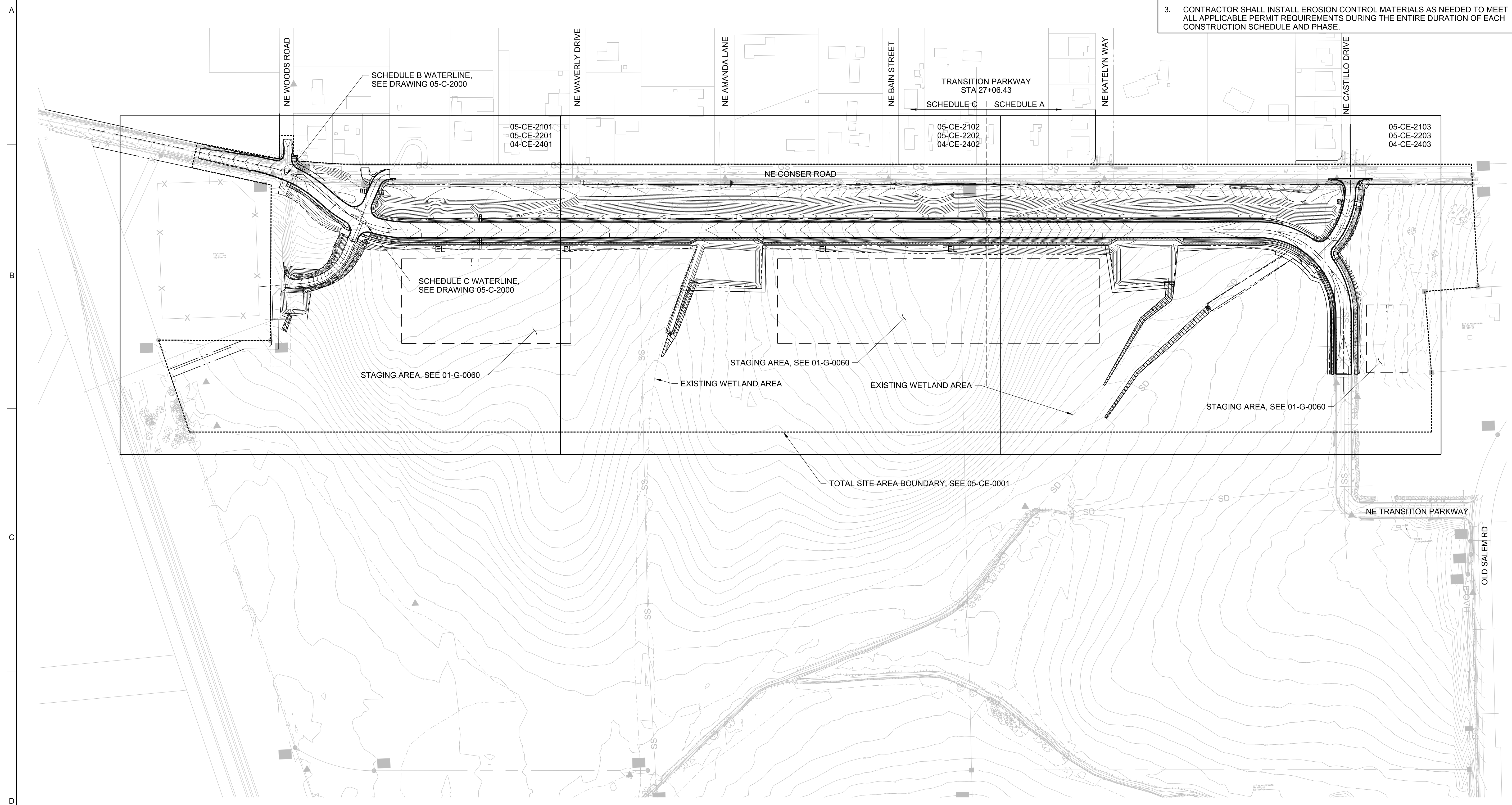
DWG 05-CE-0001

SHEET 12 of 161

ISSUED FOR BID

GENERAL NOTES

1. THIS PROJECT CONSISTS OF THREE CONSTRUCTION SCHEDULES SHOWN ON THIS OVERALL PLAN AND NOTED BELOW:
 -SCHEDULE A: CONSTRUCT PROPOSED WORK AS INDICATED ON PLANS.
 -SCHEDULE B: CONSTRUCT WATERLINE INCLUDING ASSOCIATED TRENCHING, BACKFILL, ANCHOR WALLS, AND FITTINGS.
 -SCHEDULE C: CONSTRUCT PROPOSED WORK AS INDICATED ON PLANS, EXCLUDING THE SCHEDULE B WATERLINE.
2. SCHEDULE A / SCHEDULE C DEMARCATION LINE SHOWN ON OVERALL PLAN SHEETS. SEE DISCIPLINE PLAN SHEETS FOR DEVIATIONS WHERE SHOWN.
3. CONTRACTOR SHALL INSTALL EROSION CONTROL MATERIALS AS NEEDED TO MEET ALL APPLICABLE PERMIT REQUIREMENTS DURING THE ENTIRE DURATION OF EACH CONSTRUCTION SCHEDULE AND PHASE.



TRANSITION PARKWAY AND LINEAR PARK
 MILLERSBURG, OR
 CITY OF MILLERSBURG
 MILLERSBURG, OR

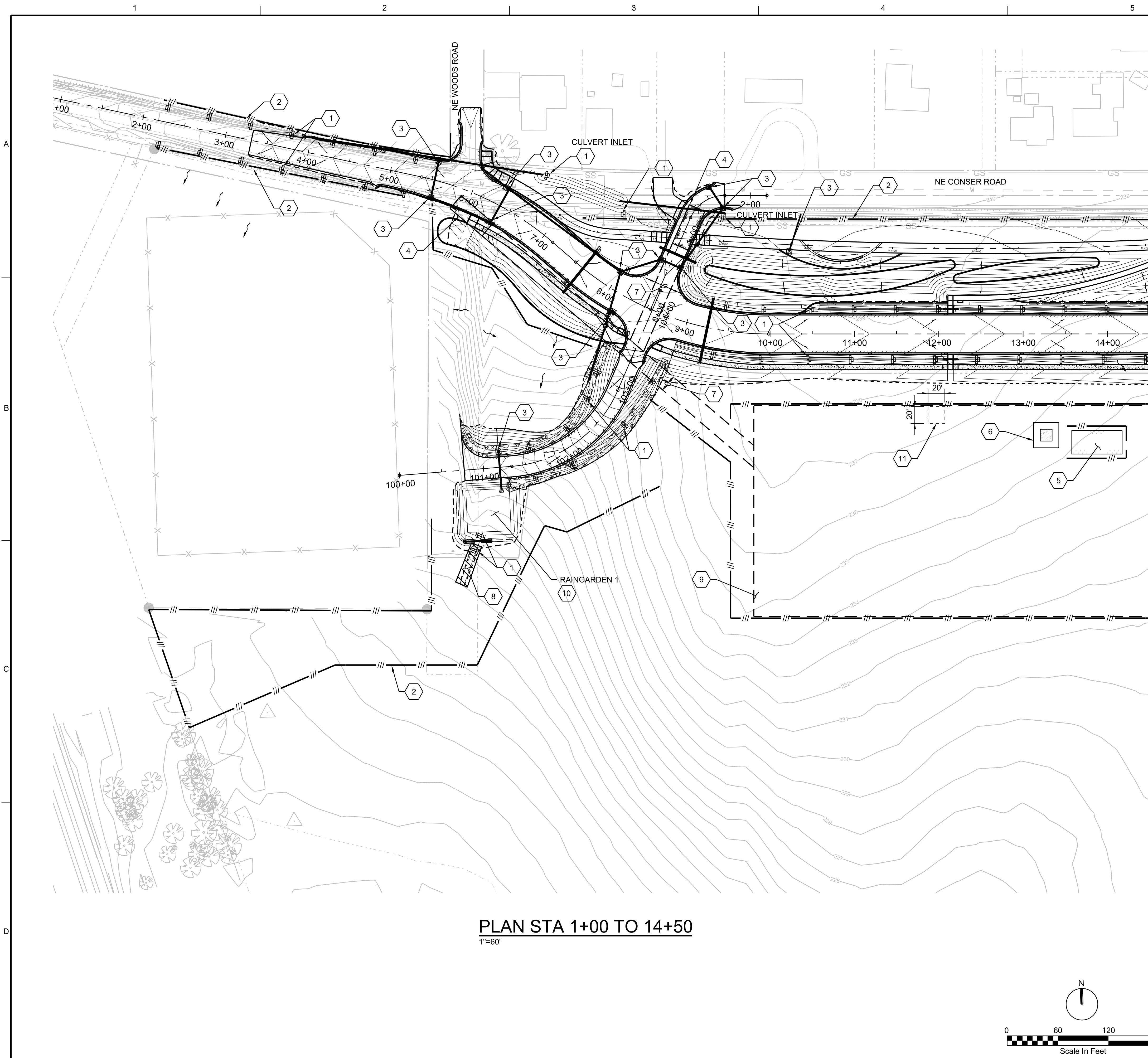
Jacobs
 EROSION AND SEDIMENT CONTROL
 OVERALL KEYPLAN

VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE	MAY 2024
PROJ	D3395316
DWG	05-CE-2000
SHEET	13 of 161

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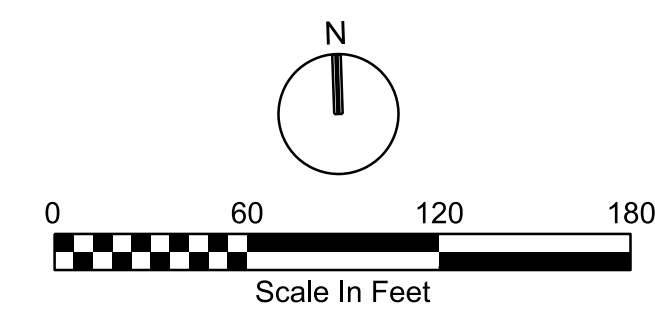
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MATCHLINE: SEE DWG 05-CE-2202

PLAN STA 1+00 TO 14+50
1"=60'



LEGEND	
GRAVEL CONSTRUCTION ENTRANCE	
SILT FENCE	
COMPOST SOCK	
TEMPORARY PERIMETER SECURITY FENCE	
BIOFILTER BAG INLET BARRIER (INLET PROTECTION)	
BIOFILTER BAG IN DITCHES	
CONCRETE WASHOUT AREA	
TEMP STOCKPILE AREA	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
DRAINAGE FLOW ARROWS	
PROPERTY LINES	
ROW LINES	
WETLAND LIMITS	
EROSION CONTROL BLANKETS	

GENERAL NOTES	
A.	CONTRACTOR TO RELOCATE TEMPORARY STAGING/STOCKPILE AREA AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL OFFSITE STAGING AREAS.
B.	FOR PERMANENT STORM DRAIN AND DITCH FACILITIES, REFER TO 05-C-2001 THRU 05-C-2019 AND 06-L-2101 THRU 06-L-2105.
C.	CHECK DAM SPACING IS SHOWN SCHEMATICALLY. INSTALL CHECK DAMS WITH SPACING PER ODOT DETAIL RD1006 BASED ON LONGITUDINAL SLOPE OF DITCH AND HEIGHT OF CHECK DAM. IN NO CASE SHALL SPACING EXCEED 50-FT.
D.	FOR GENERAL EROSION CONTROL NOTES AND CONSTRUCTION SCHEDULES, REFER TO DRAWING 01-G-0010 AND 05-C-2000.

SHEET KEYNOTES	
1.	STRAW WATTLE OR COMPOST SOCK CHECK DAM PER ODOT DETAIL RD1006. SEE GENERAL NOTE C
2.	CONSTRUCT SILT FENCE PER DETAIL (3125-165)
3.	INSTALL BIOFILTER BAG INLET BARRIER, PER DETAIL (3125-186)
4.	CONSTRUCT GRAVEL CONSTRUCTION ENTRANCE (3125-130)
5.	TEMPORARY STOCKPILE AREA. STOCKPILE AREA TO BE COVERED WITH PLASTIC SHEETING DURING WET WEATHER CONDITIONS. REFER TO DETAIL (3125-140)
6.	CONSTRUCT CONCRETE WASHOUT PER DETAIL (3125-135)
7.	CONTRACTOR ACCESS ROAD, SCHEMATICALLY SHOWN.
8.	EROSION CONTROL BLANKET IN DITCH (3125-151) PROVIDE STRAW MATTING FOR BLANKET AS SPECIFIED IN CITY OF ALBANY DIV 604.02.00.
9.	STAGING AREA, SEE 01-G-0060.
10.	PRIOR TO EXCAVATING RAINGARDEN, INSTALL EROSION CONTROL BMPs INCLUDING SEEDING, INLET PROTECTION, CHECK DAMS, EROSION CONTROL BLANKETS, AND RIPRAP UPSTREAM OF THE RAINGARDEN AND DOWNSTREAM OF THE RAINGARDEN. AFTER EXCAVATING RAINGARDEN DOWN TO FINISH GRADE, STABILIZE EXPOSED SOILS USING TEMPORARY HYDROSEEDING, TEMPORARY MULCH, TEMPORARY HYDRAULIC OR ROLLED EROSION CONTROL BLANKETS, OR OTHER APPROVED METHOD. AT THE END OF CONSTRUCTION AND IMMEDIATELY PRIOR TO FINAL PLANTING OF RAINGARDEN, OVER-EXCAVATE RAINGARDEN TO SUBGRADE AND INSTALL GROWING MEDIUM, DRAIN ROCK, AND GEOTEXTILE AS SHOWN ON 05-C-2019 AND CLEAN WATER SERVICES DETAIL NO. 725.
11.	SANITARY FACILITY AND WASTE RECEPTACLE AREA. MAX SLOPE 2%

		EROSION AND SEDIMENT CONTROL PHASE 2 PLAN GRADING, STREETS AND UTILITIES STA 0+00 TO 14+50	
TRANSITION PARKWAY AND LINEAR PARK MILLERSBURG, OR CITY OF MILLERSBURG MILLERSBURG, OR		NO. DATE DSGN	REVISION CHK APVD
M. BALDWIN M. BALDWIN		DR M. LITTLE	APVD M. BALDWIN
VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. 			
DATE MAY 2024 PROJ D3395316 DWG 05-CE-2201 SHEET 17 of 161		FILENAME: 05-CE-2201_D3395316.dgn PLOT DATE: 5/14/2024 PLOT TIME: 2:36:44 AM	

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TRANSITION PARKWAY
STA 27+06.43
SCHEDULE C SCHEDULE A

LEGEND

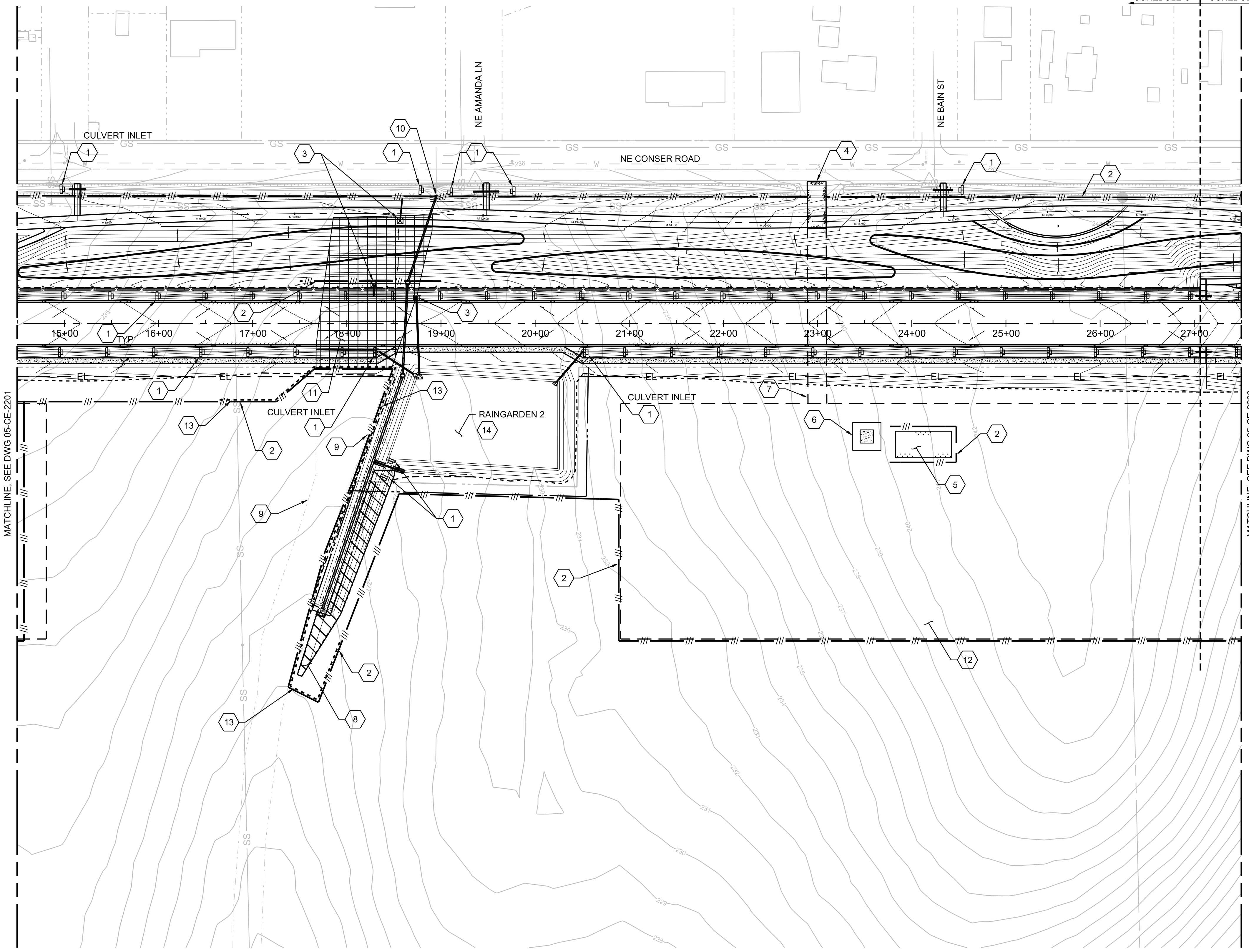
GRAVEL CONSTRUCTION ENTRANCE	
SILT FENCE	
COMPOST SOCK	
TEMPORARY PERIMETER SECURITY FENCE	
BIOFILTER BAG INLET BARRIER (INLET PROTECTION)	
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GENERAL NOTES

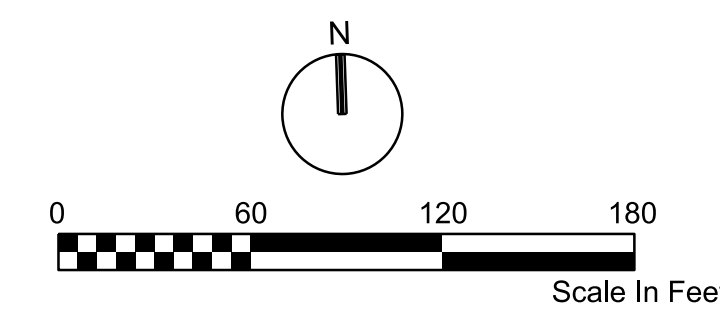
- CONTRACTOR TO RELOCATE TEMPORARY STAGING/STOCKPILE AREA AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL OFFSITE STAGING AREAS.
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SHEET KEYNOTES

- STRAW WATTLE OR COMPOST SOCK CHECK DAM PER ODOT DETAIL RD1006. SEE GENERAL NOTE C
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- CONSTRUCT CONCRETE WASHOUT PER DETAIL (3125-135)
- CONTRACTOR ACCESS ROAD, SCHEMATICALLY SHOWN.
- EROSION CONTROL BLANKET IN DITCH (3125-151). PROVIDE STRAW MATTING FOR BLANKET AS SPECIFIED IN CITY OF ALBANY DIV 604.02.00.
- WETLAND BOUNDARY
- PROVIDE TEMPORARY DITCH OR PIPE TO CONVEY DRAINAGE FROM EXISTING CULVERT TO SAFELY DISCHARGE SOUTH OF PROPERTY. DESIGN TEMPORARY CULVERT OR DITCH FOR THE 25-YR PEAK FLOW IN ACCORDANCE WITH CITY OF MILLERSBURG ENGINEERING STANDARDS. PROVIDE EROSION CONTROL MEASURES FOR TEMPORARY DITCH OR PIPE WORK TO CONTROL EROSION OF DITCH BANKS AND REMOVE SEDIMENT FROM STORMWATER RUNOFF TO SATISFY THE REQUIREMENTS OF THE PROJECT'S 1200-C PERMIT
- WETLAND TO BE REMOVED.
- STAGING AREA, SEE 01-G-0060.
- 8" COMPOST SOCK PER ODOT DETAIL RD1032, INSTALLED ON PROJECT SIDE AND AT BASE OF SILT FENCE.
- PRIOR TO EXCAVATING RAINGARDEN, INSTALL EROSION CONTROL BMPs INCLUDING SEEDING, INLET PROTECTION, CHECK DAMS, EROSION CONTROL BLANKETS, AND RIPRAP UPSTREAM OF THE RAINGARDEN AND DOWNSTREAM OF THE RAINGARDEN. AFTER EXCAVATING RAINGARDEN DOWN TO FINISH GRADE, STABILIZE EXPOSED SOILS USING TEMPORARY HYDROSEEDING, TEMPORARY MULCH, TEMPORARY HYDRAULIC OR ROLLED EROSION CONTROL BLANKETS, OR OTHER APPROVED METHOD. AT THE END OF CONSTRUCTION AND IMMEDIATELY PRIOR TO FINAL PLANTING OF RAINGARDEN, OVER-EXCAVATE RAINGARDEN TO SUBGRADE AND INSTALL GROWING MEDIUM, DRAIN ROCK, AND GEOTEXTILE AS SHOWN ON 05-C-2019 AND CLEAN WATER SERVICES DETAIL NO. 725.



PLAN STA 14+50 TO 27+50
1"=60'



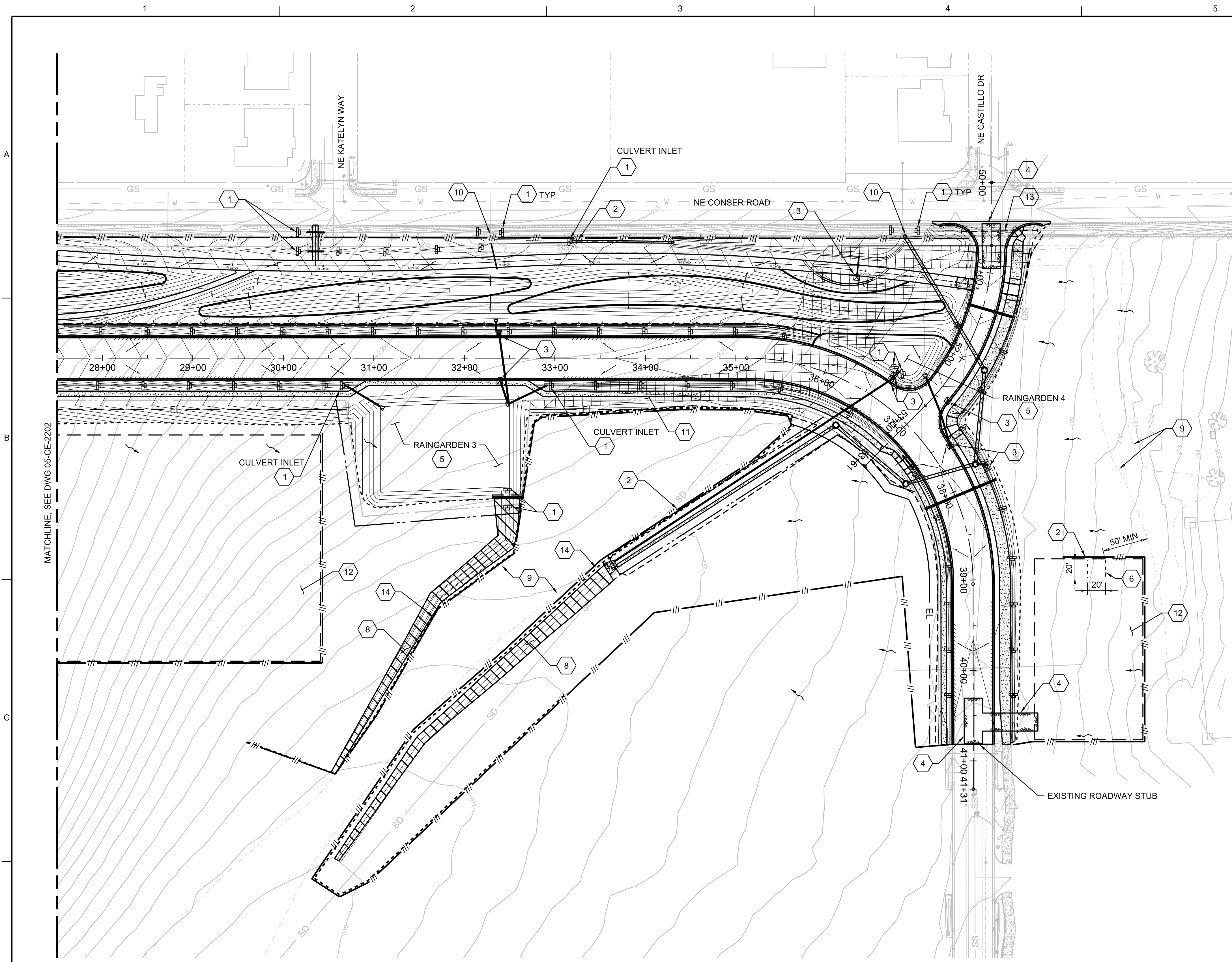
NO.	DATE	DSGN	CHK	APVD

TRANSITION PARKWAY AND LINEAR PARK
MILLERSBURG, OR
CITY OF MILLERSBURG
MILLERSBURG, OR

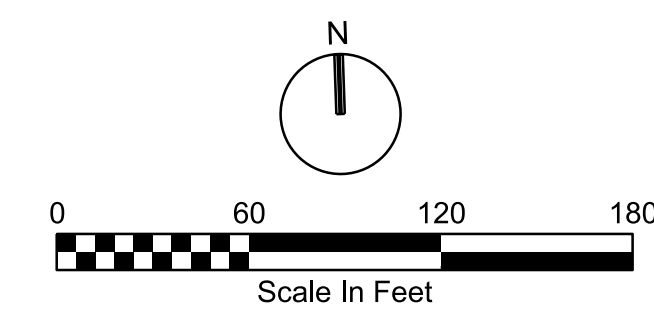
Jacobs
EROSION AND SEDIMENT CONTROL
PHASE 2 PLAN
GRADING, STREETS AND UTILITIES
STA 14+50 TO 27+50

VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE	MAY 2024
PROJ	D3395316
DWG	05-CE-2202
SHEET	18 of 161

ISSUED FOR BID



PLAN STA 27+50 TO END
1"=60'



LEGEND

GRAVEL CONSTRUCTION ENTRANCE	
SILT FENCE	
COMPOST SOCK	
TEMPORARY PERIMETER SECURITY FENCE	
BIOFILTER BAG INLET BARRIER (INLET PROTECTION)	
BIOFILTER BAG IN DITCHES	
CONCRETE WASHOUT AREA	
TEMP STOCKPILE AREA	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
DRAINAGE FLOW ARROWS	
PROPERTY LINES	
ROW LINES	
WETLAND REMOVAL	
WETLAND LIMITS	
EROSION CONTROL BLANKETS	

GENERAL NOTES

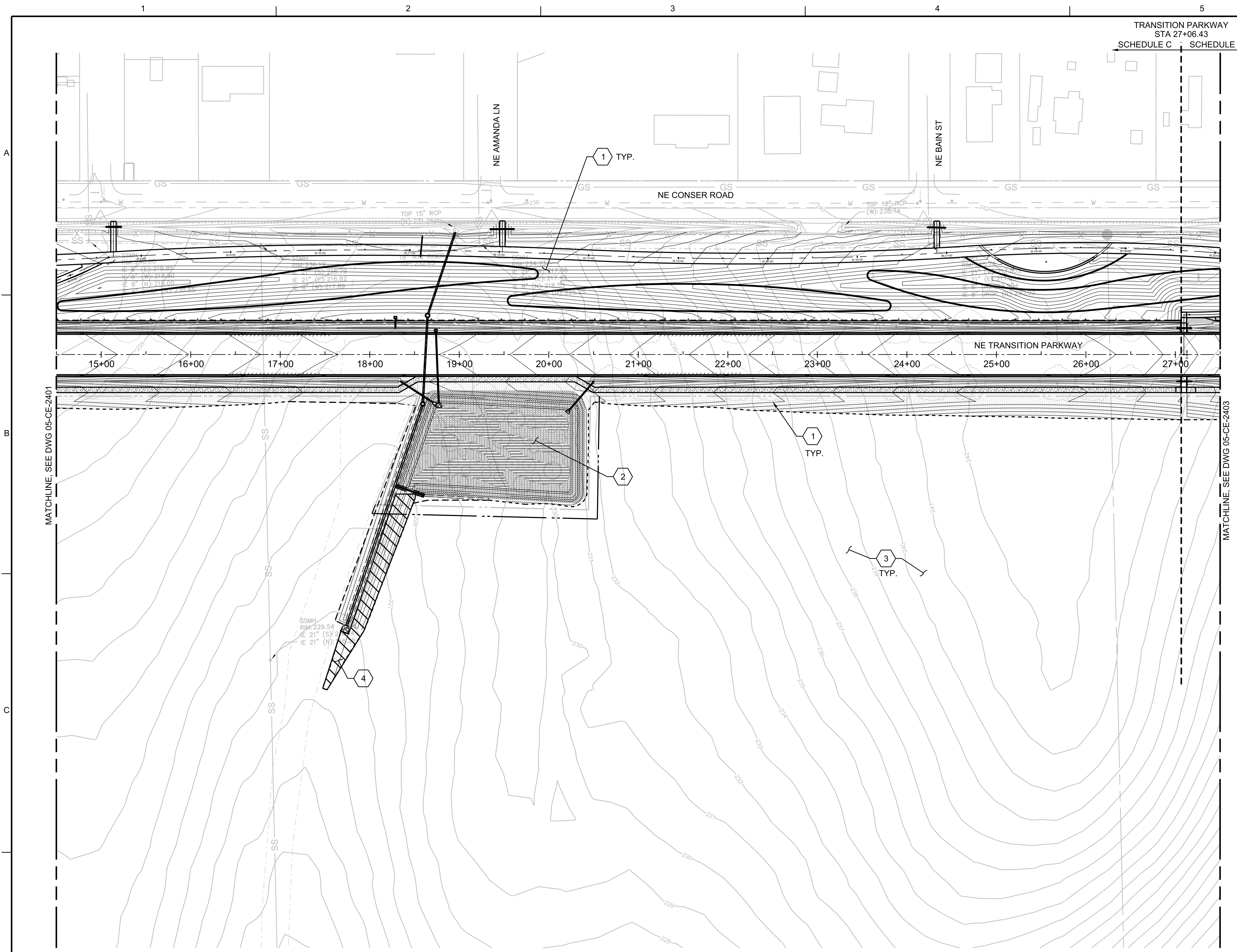
- A. CONTRACTOR TO RELOCATE TEMPORARY STAGING/STOCKPILE AREA AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL OFFSITE STAGING AREAS.
- B. FOR PERMANENT STORM DRAIN AND DITCH FACILITIES, REFER TO 05-C-2001 THRU 05-C-2019 AND 06-L-2101 THRU 06-L-2105.
- C. CHECK DAM SPACING IS SHOWN SCHEMATICALLY. INSTALL CHECK DAMS WITH SPACING PER ODOT DETAIL RD1006 BASED ON LONGITUDINAL SLOPE OF DITCH AND HEIGHT OF CHECK DAM. IN NO CASE SHALL SPACING EXCEED 50-FT.
- D. FOR GENERAL EROSION CONTROL NOTES AND CONSTRUCTION SCHEDULES, REFER TO DRAWING 01-G-0010 AND 05-C-2000.

SHEET KEYNOTES

1. STRAW WATTLE OR COMPOST SOCK CHECK DAM PER ODOT DETAIL RD1006. SEE GENERAL NOTE C
2. CONSTRUCT SILT FENCE PER DETAIL (3125-165)
3. INSTALL BIOFILTER BAG INLET BARRIER, PER DETAIL (3125-186)
4. CONSTRUCT GRAVEL CONSTRUCTION ENTRANCE (3125-130)
5. PRIOR TO EXCAVATING RAINGARDEN, INSTALL EROSION CONTROL BMPs INCLUDING SEEDING, INLET PROTECTION, CHECK DAMS, EROSION CONTROL BLANKETS, AND RIPRAP UPSTREAM OF THE RAINGARDEN AND DOWNSTREAM OF THE RAINGARDEN. AFTER EXCAVATING RAINGARDEN DOWN TO FINISH GRADE, STABILIZE EXPOSED SOILS USING TEMPORARY HYDROSEEDING, TEMPORARY MULCH, TEMPORARY HYDRAULIC OR ROLLED EROSION CONTROL BLANKETS, OR OTHER APPROVED METHOD. AT THE END OF CONSTRUCTION AND IMMEDIATELY PRIOR TO FINAL PLANTING OF RAINGARDEN, OVER-EXCAVATE RAINGARDEN TO SUBGRADE AND INSTALL GROWING MEDIUM, DRAIN ROCK, AND GEOTEXTILE AS SHOWN ON 05-C-2019 AND CLEAN WATER SERVICES DETAIL NO. 725.
6. SANITARY FACILITY AND WASTE RECEPTACLE AREA. MAX SLOPE 2%
7. NOT USED
8. EROSION CONTROL BLANKET IN DITCH PROVIDE STRAW MATTING FOR BLANKET AS SPECIFIED IN CITY OF ALBANY DIV 604.02.00. (3125-151)
9. WETLAND BOUNDARY
10. PROVIDE TEMPORARY DITCH OR PIPE TO CONVEY DRAINAGE FROM EXISTING CULVERT TO SAFELY DISCHARGE SOUTH OF PROPERTY. DESIGN TEMPORARY CULVERT OR DITCH FOR THE 25-YR PEAK FLOW IN ACCORDANCE WITH CITY OF MILLERSBURG ENGINEERING STANDARDS.
11. WETLAND TO BE REMOVED.
12. STAGING AREA, SEE 01-G-0060.
13. PROVIDE TEMPORARY CULVERT TO SAFELY CONVEY DITCH FLOW UNDER GRAVEL CONSTRUCTION ENTRANCE. DESIGN TEMPORARY CULVERT FOR THE 25-YR PEAK FLOW IN ACCORDANCE WITH CITY OF MILLERSBURG ENGINEERING STANDARDS.
14. 8" COMPOST SOCK PER ODOT DETAIL RD1032, INSTALLED ON PROJECT SIDE AND AT BASE OF SILT FENCE.

TRANSITION PARKWAY AND LINEAR PARK MILLERSBURG, OR CITY OF MILLERSBURG MILLERSBURG, OR		M BALDWIN	
EROSION AND SEDIMENT CONTROL PHASE 2 PLAN GRADING, STREETS AND UTILITIES STA 27+50 TO END		DR	M BALDWIN
VERIFY SCALE		REVISION	CHK
BAR IS ONE INCH ON ORIGINAL DRAWING.		NO.	DATE
DATE MAY 2024		DSGN	Q NGUYEN
PROJ D3395316		BY	APVD
DWG 05-CE-2203		APVD	M BALDWIN
SHEET 19 of 161		APVD	M BALDWIN

ISSUED FOR BID



PLAN STA 14+00 TO 27+50
1"=60'

LEGEND

GRAVEL CONSTRUCTION ENTRANCE	
SILT FENCE	
COMPOST SOCK	
TEMPORARY PERIMETER SECURITY FENCE	
BIOFILTER BAG INLET BARRIER (INLET PROTECTION)	
BIOFILTER BAG IN DITCHES	
CONCRETE WASHOUT AREA	
TEMP STOCKPILE AREA	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
DRAINAGE FLOW ARROWS	
PROPERTY LINES	
ROW LINES	
WETLAND REMOVAL	
WETLAND LIMITS	
EROSION CONTROL BLANKETS	

SHEET KEYNOTES

1. STABILIZE AND RESTORE AREA WITH PERMANENT GRASS AND PLANTS AS SHOWN ON THE LANDSCAPE PLANS.
2. STABILIZE AND SEED STORMWATER RAINGARDEN AS SHOWN ON LANDSCAPE PLANS AND AS SPECIFIED.
3. AFTER REMOVAL OF STAGING AREA GRAVEL, RESTORE AREA WITH PERMANENT GRASS AS SPECIFIED.
4. EROSION CONTROL BLANKET IN DITCH TO REMAIN.

FINAL STABILIZATION NOTES

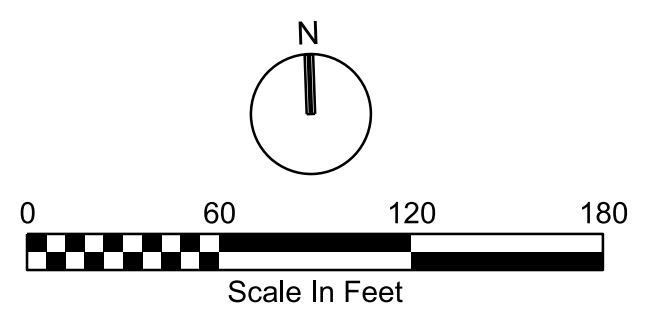
1. ALL PERIMETER FENCING, SEDIMENT FENCING, AND BIOFILTER BAG CHECK DAMS AND INLET PROTECTION BMP'S TO BE REMOVED UPON COMPLETION OF THIS CONSTRUCTION PHASE.
2. ALL TEMPORARY FACILITIES TO BE REMOVED AND ALL SITE RESTORATION WORK COMPLETED DURING THIS CONSTRUCTION PHASE.
3. NEW LANDSCAPE PLANTINGS SHOWN SCREENED FOR CLARITY, SEE LANDSCAPE PLANS FOR PLANTING REQUIREMENTS.
4. FOR GENERAL EROSION CONTROL NOTES AND CONSTRUCTION SCHEDULES, REFER TO DRAWING 01-G-0010 AND 05-C-2000.

NO.	DATE	DSGN	DR	CHK	REVISION	BY	APVD

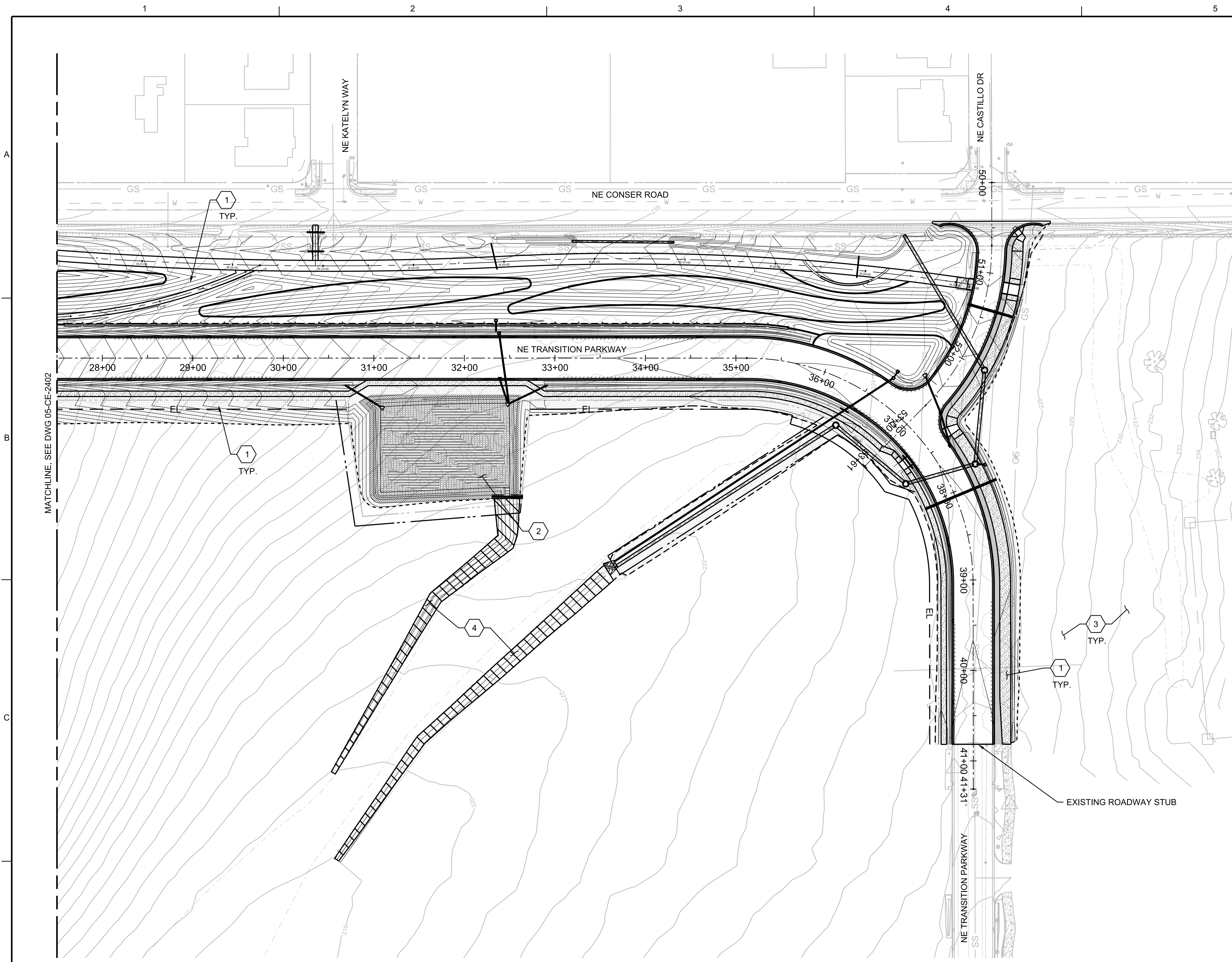
TRANSITION PARKWAY AND LINEAR PARK
MILLERSBURG, OR
CITY OF MILLERSBURG
MILLERSBURG, OR

Jacobs
EROSION AND SEDIMENT CONTROL
PHASE 4 PLAN
FINAL STABILIZATION
STA 14+50 TO 27+50

VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE	MAY 2024
PROJ	D3395316
DWG	05-CE-2402
SHEET	21 of 161



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PLAN STA 27+50 TO END
1"=60'

LEGEND	
GRAVEL CONSTRUCTION ENTRANCE	
SILT FENCE	
COMPOST SOCK	
TEMPORARY PERIMETER SECURITY FENCE	
BIOFILTER BAG INLET BARRIER (INLET PROTECTION)	
BIOFILTER BAG IN DITCHES	
CONCRETE WASHOUT AREA	
TEMP STOCKPILE AREA	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
DRAINAGE FLOW ARROWS	
PROPERTY LINES	
ROW LINES	
WETLAND REMOVAL	
WETLAND LIMITS	
EROSION CONTROL BLANKETS	

- SHEET KEYNOTES**
1. STABILIZE AND RESTORE AREA WITH PERMANENT GRASS AND PLANTS AS SHOWN ON THE LANDSCAPE PLANS.
 2. STABILIZE AND SEED STORMWATER RAINGARDEN AS SHOWN ON LANDSCAPE PLANS AND AS SPECIFIED.
 3. AFTER REMOVAL OF STAGING AREA GRAVEL, RESTORE AREA WITH PERMANENT GRASS AS SPECIFIED.
 4. EROSION CONTROL BLANKET IN DITCH TO REMAIN.

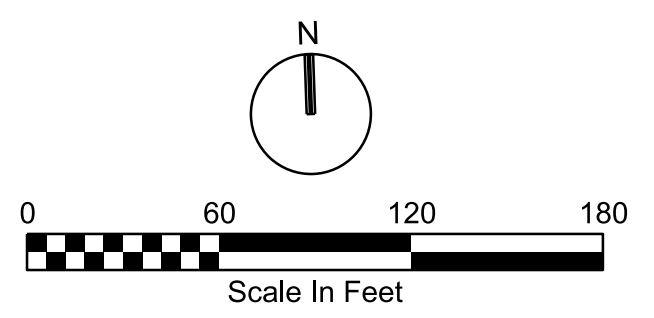
- FINAL STABILIZATION NOTES**
1. ALL PERIMETER FENCING, SEDIMENT FENCING, AND BIOFILTER BAG CHECK DAMS AND INLET PROTECTION BMP'S TO BE REMOVED UPON COMPLETION OF THIS CONSTRUCTION PHASE.
 2. ALL TEMPORARY FACILITIES TO BE REMOVED AND ALL SITE RESTORATION WORK COMPLETED DURING THIS CONSTRUCTION PHASE.
 3. NEW LANDSCAPE PLANTINGS SHOWN SCREENED FOR CLARITY, SEE LANDSCAPE PLANS FOR PLANTING REQUIREMENTS.
 4. FOR GENERAL EROSION CONTROL NOTES AND CONSTRUCTION SCHEDULES, REFER TO DRAWING 01-G-0010 AND 05-C-2000.

NO.	DATE	DR	CHK	REVISION	BY	APVD

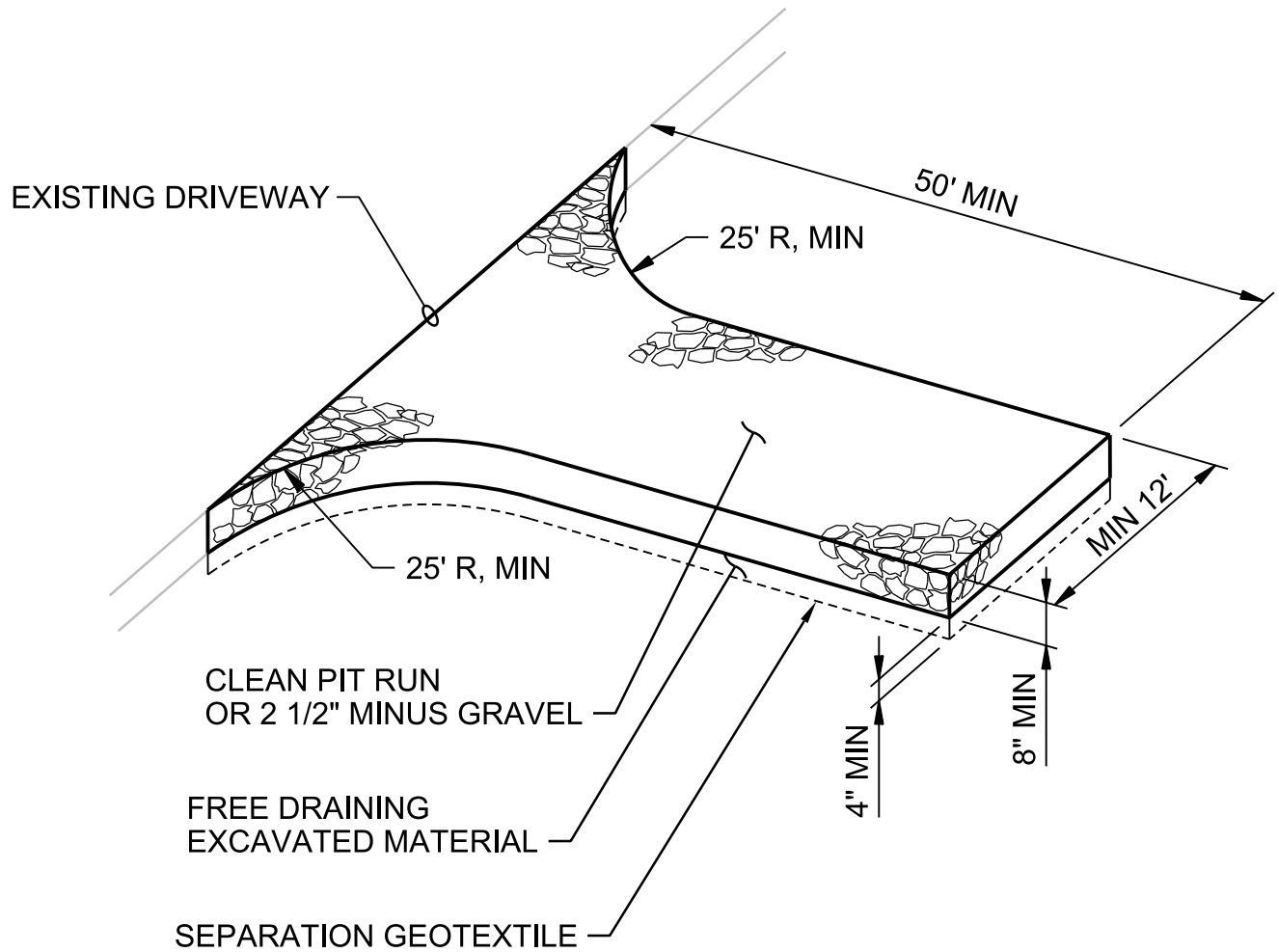
TRANSITION PARKWAY AND LINEAR PARK
MILLERSBURG, OR
CITY OF MILLERSBURG
MILLERSBURG, OR

Jacobs
EROSION AND SEDIMENT CONTROL
PHASE 4 PLAN
FINAL STABILIZATION
STA 27+50 TO END

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	MAY 2024
PROJ	D3395316
DWG	05-CE-2403
SHEET	22 of 161



ESC Details



NOTES:

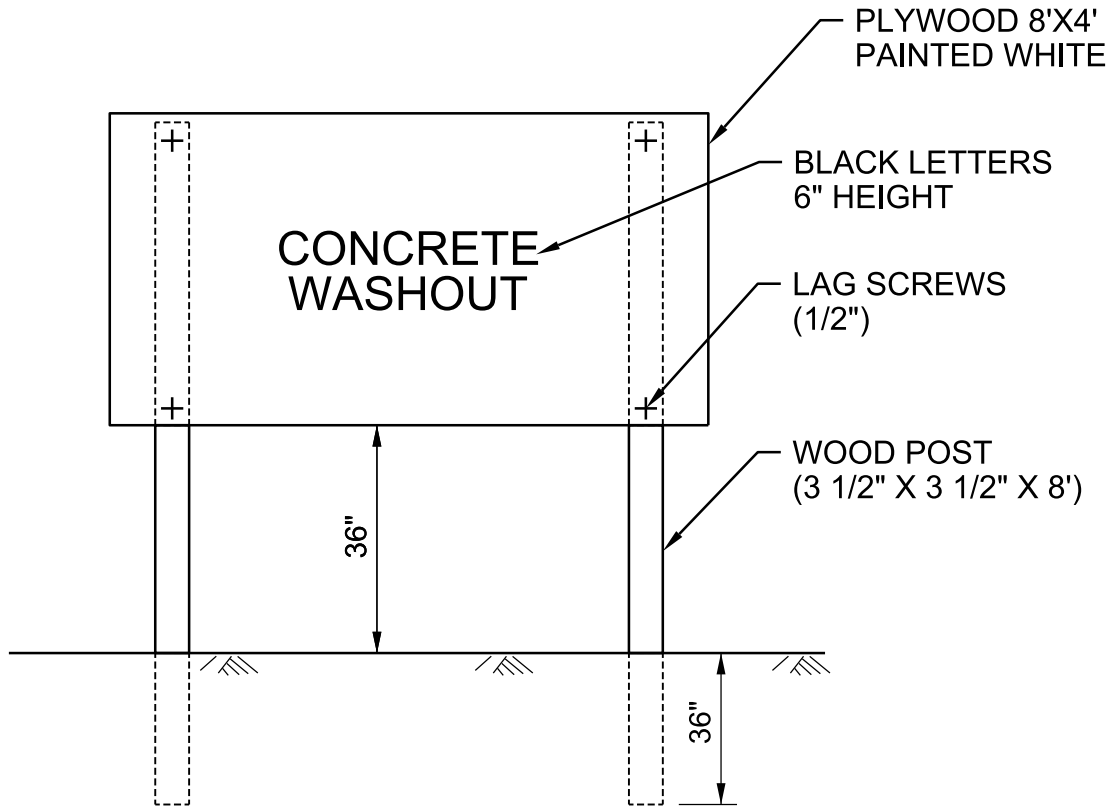
1. ADDITIONAL GRAVEL MAY HAVE TO BE ADDED PERIODICALLY TO MAINTAIN PROPER FUNCTION OF THE PAD.
2. REMOVE GRAVEL ENTRANCE AND REPLACE WITH NEW BASE COURSE PRIOR TO COMPLETION OF ACCESS ROAD.

GRAVEL CONSTRUCTION ENTRANCE

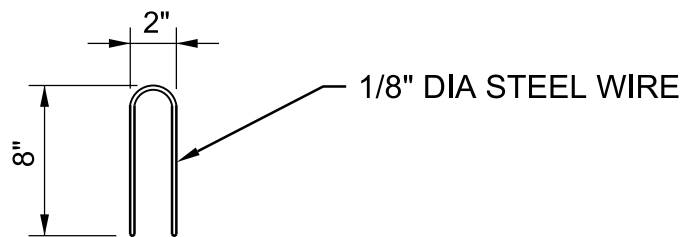
NTS

CITY OF MILLERSBURG
 TRANSITION PARKWAY
 AND LINEAR PARK

3125-130



CONCRETE WASHOUT
SIGN DETAIL



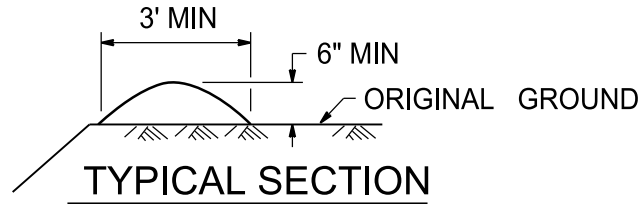
STAPLE DETAIL

CONCRETE WASHOUT

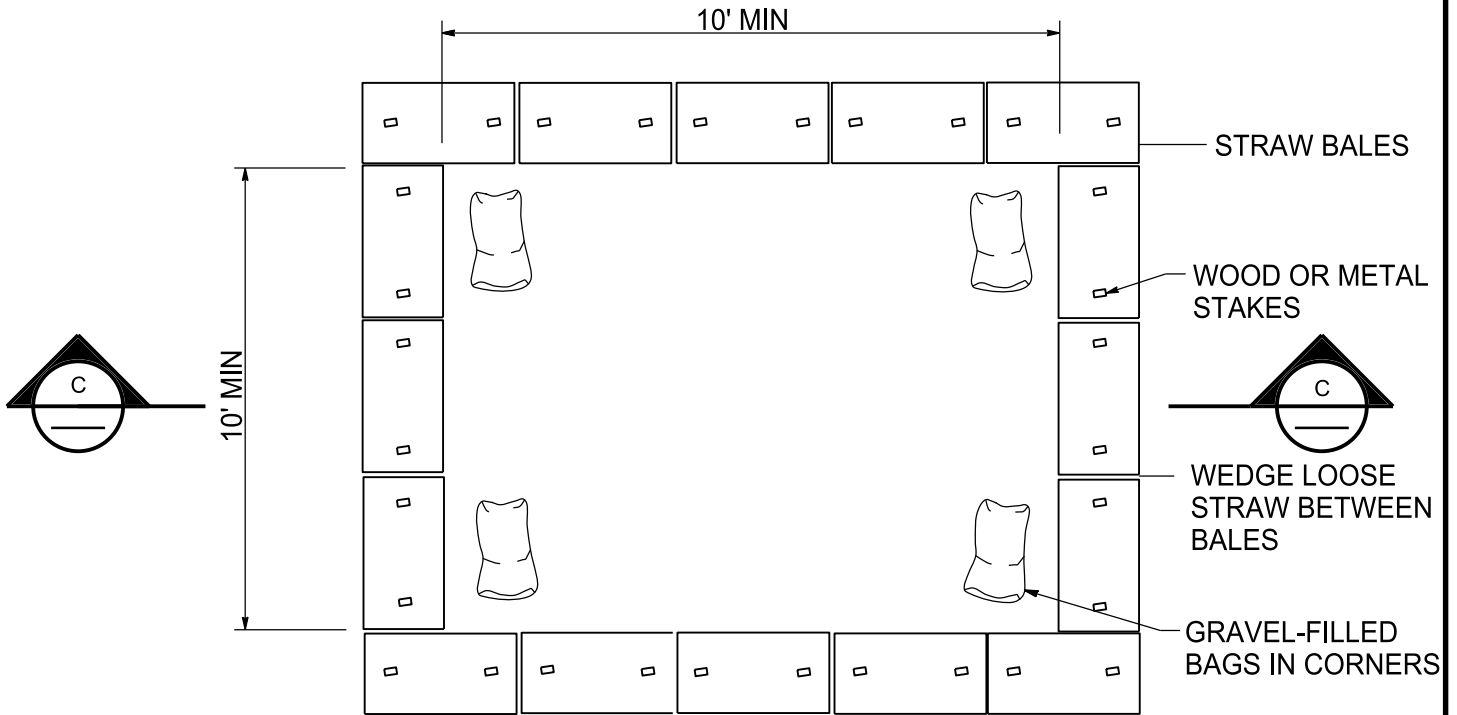
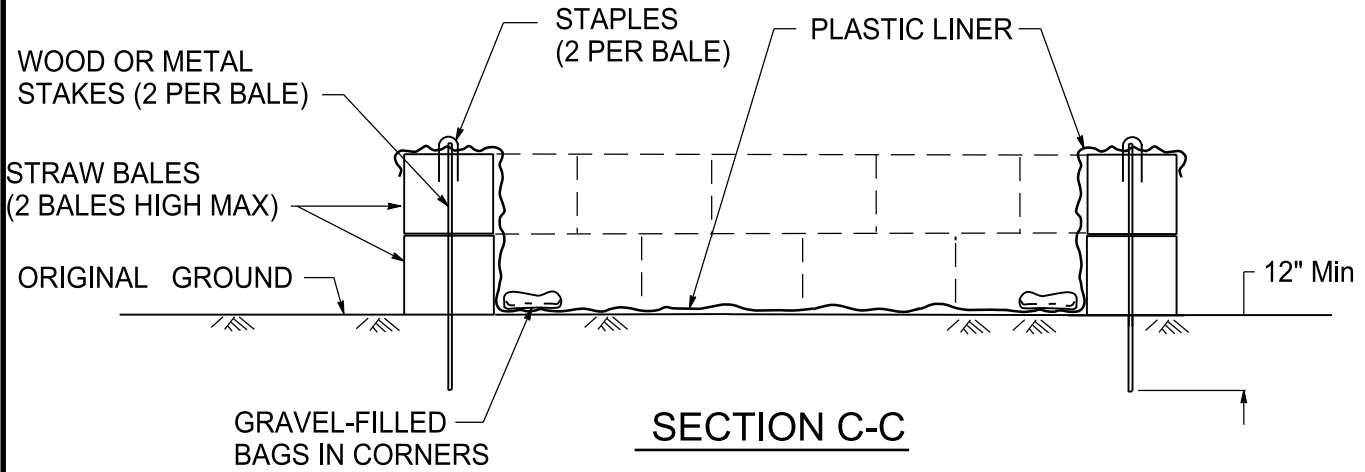
NTS

CITY OF MILLERSBURG
TRANSITION PARKWAY
AND LINEAR PARK

3125-135A



EARTHEN BERM

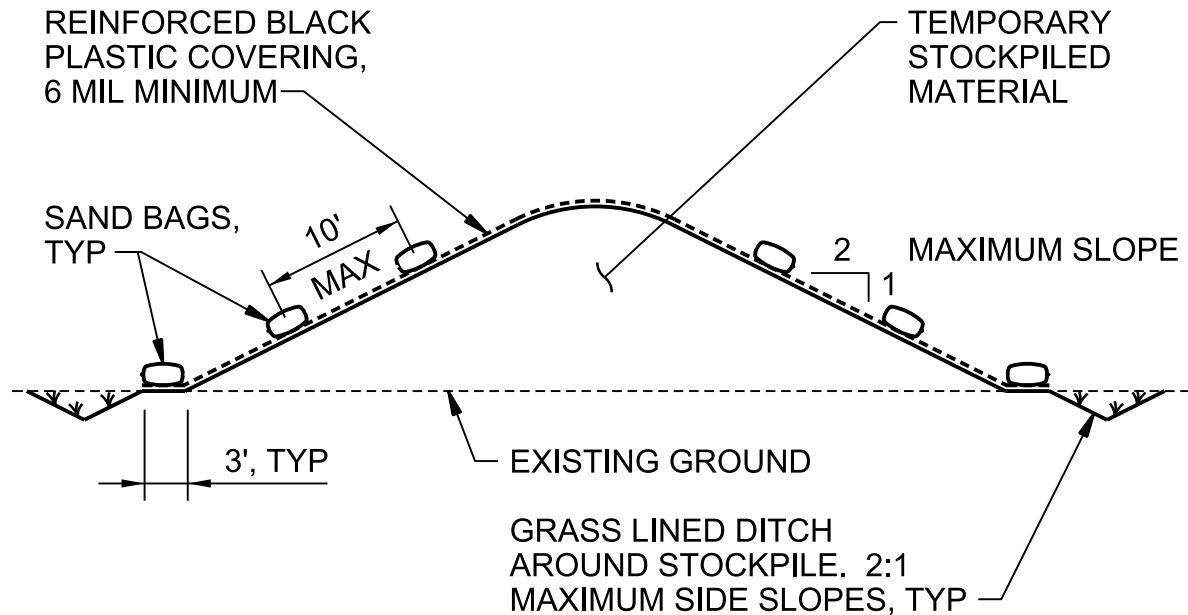


CONCRETE WASHOUT

NTS

CITY OF MILLERSBURG
TRANSITION PARKWAY
AND LINEAR PARK

3125-135B



NOTES:

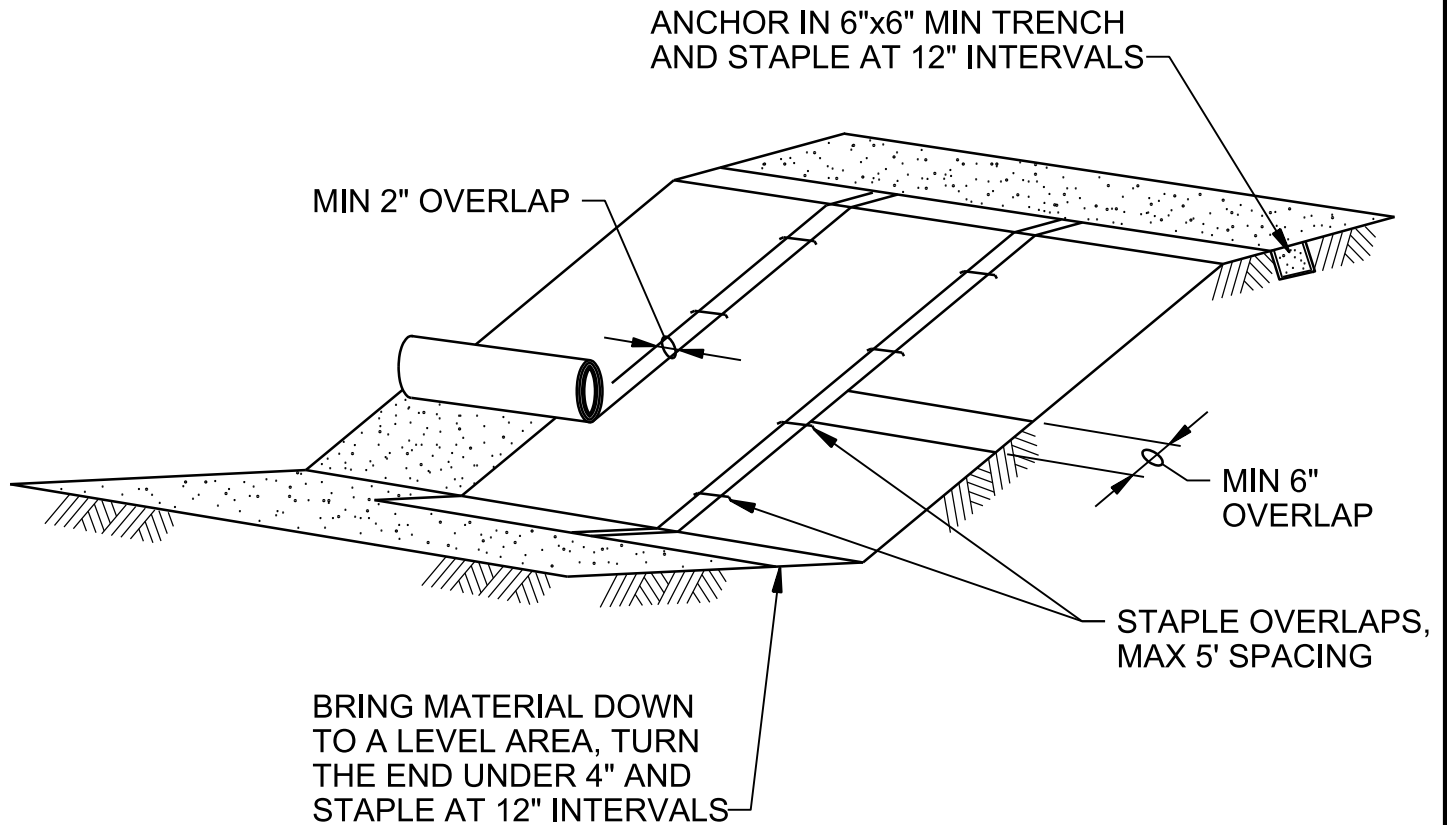
1. ALL SEAMS SHALL BE TAPED OR WEIGHTED DOWN FULL LENGTH. ALL SEAMS SHALL HAVE A MINIMUM 12" OVERLAP.
2. SEAMS PARALLEL TO THE SLOPE CONTOUR SHALL HAVE THE UPHILL SHEET OVERLAP THE DOWN HILL SHEET.
3. NO SURFACE RUN-OFF SHALL BE ALLOWED TO RUN UNDER THE PLASTIC COVERING.
4. DRAINAGE FROM AREAS COVERED BY REINFORCED PLASTIC SHEETING SHALL BE CONTROLLED SUCH THAT NO DISCHARGE OCCURS DIRECTLY ONTO UNCONTROLLED DISTURBED AREAS OF THE CONSTRUCTION SITE.
5. ALL SAND BAGS SHALL BE MAINTAINED IN PLACE WITH ROPE.

TEMPORARY STOCKPILE COVERING

NTS

CITY OF MILLERSBURG
TRANSITION PARKWAY
AND LINEAR PARK

3125-140



NOTES:

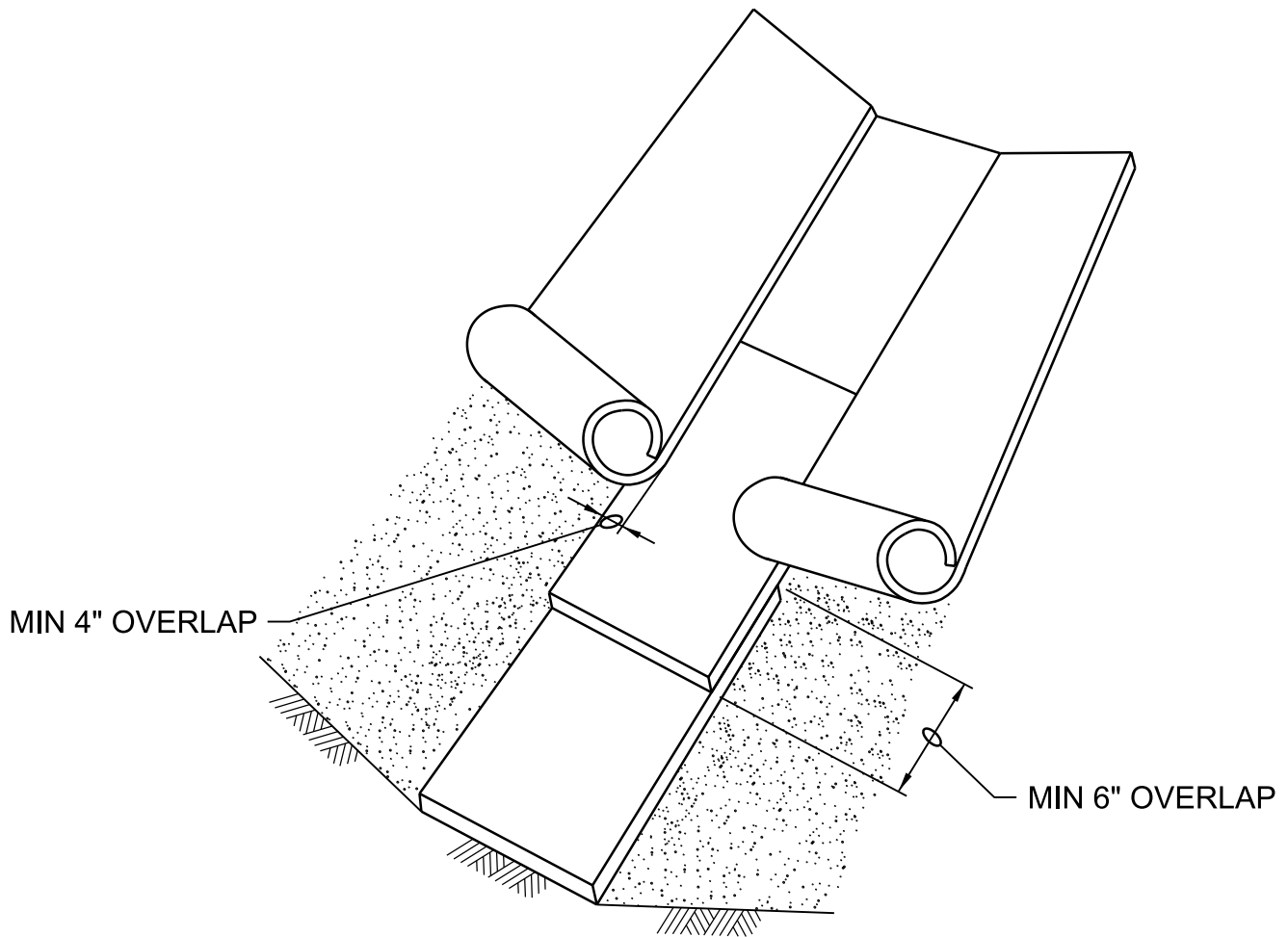
1. IF THERE IS A BERM AT THE TOP OF SLOPE, ANCHOR UPSLOPE OF THE BERM.
2. SLOPE SURFACE SHALL BE SMOOTH BEFORE PLACEMENT FOR PROPER SOIL CONTACT
3. DO NOT STRETCH BLANKETS/MATTINGS TIGHT, ALLOW THE ROLLS TO MOLD TO ANY IRREGULARITIES.
4. STAPLING PATTERN AS PER MANUFACTURER'S RECOMMENDATIONS.
5. FOR SLOPES LESS THAN 3:1, ROLLS MAY BE PLACED IN HORIZONTAL STRIPS.
6. LIME, FERTILIZE AND SEED BEFORE INSTALLATION. PLANTING OF SHRUBS, TREES, ETC SHOULD OCCUR AFTER INSTALLATION.

EROSION CONTROL BLANKET ON SLOPE

NTS

CITY OF MILLERSBURG
TRANSITION PARKWAY
AND LINEAR PARK

3125-150

**NOTES:**

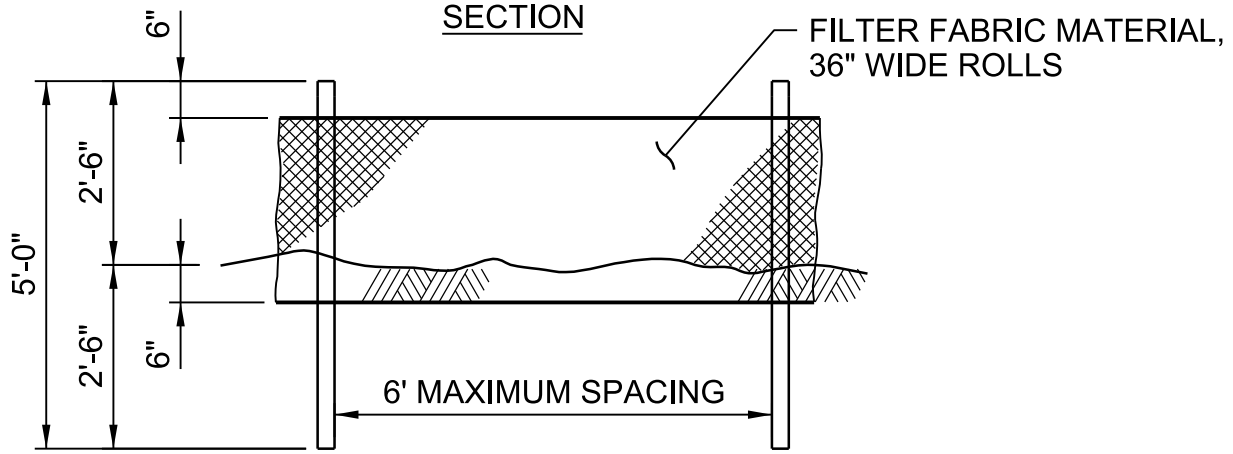
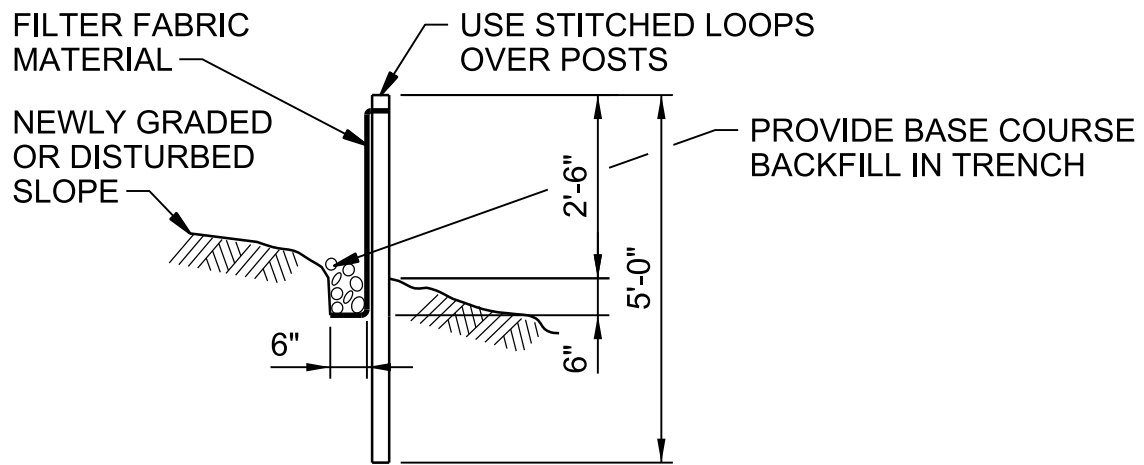
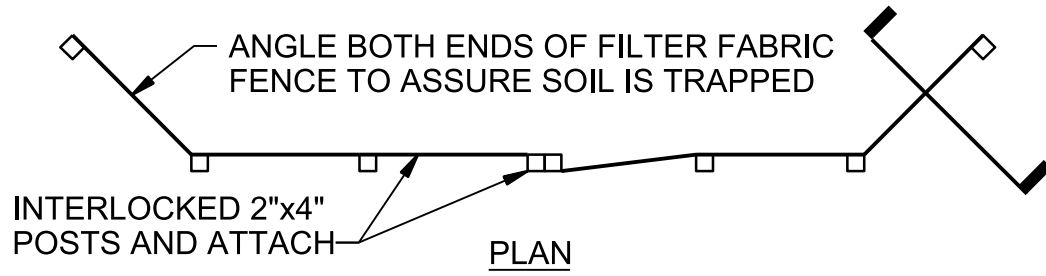
1. SLOPE SURFACE SHALL BE SMOOTH BEFORE PLACEMENT FOR PROPER SOIL CONTACT.
2. DO NOT STRETCH BLANKETS/MATTINGS TIGHT, ALLOW THE ROLLS TO MOLD TO ANY IRREGULARITIES.
3. ANCHOR, STAPLE, AND INSTALL CHECK SLOTS AS PER MANUFACTURER'S RECOMMENDATIONS.
4. AVOID JOINING MATERIAL IN THE CENTER OF THE DITCH.
5. LIME, FERTILIZE AND SEED BEFORE INSTALLATION.

EROSION CONTROL BLANKET IN DITCH

NTS

CITY OF MILLERSBURG
TRANSITION PARKWAY
AND LINEAR PARK

3125-151



NOTES:

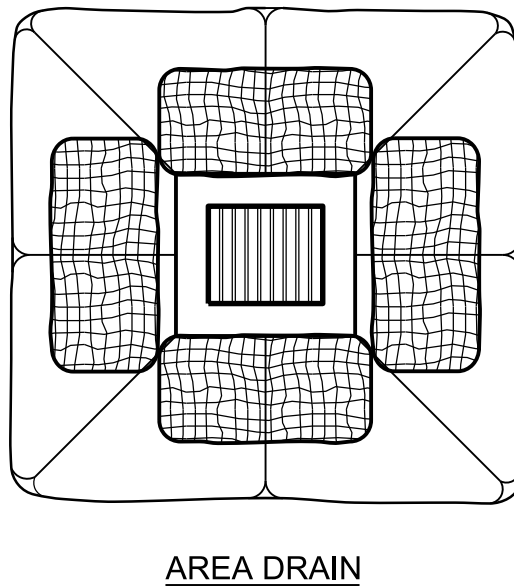
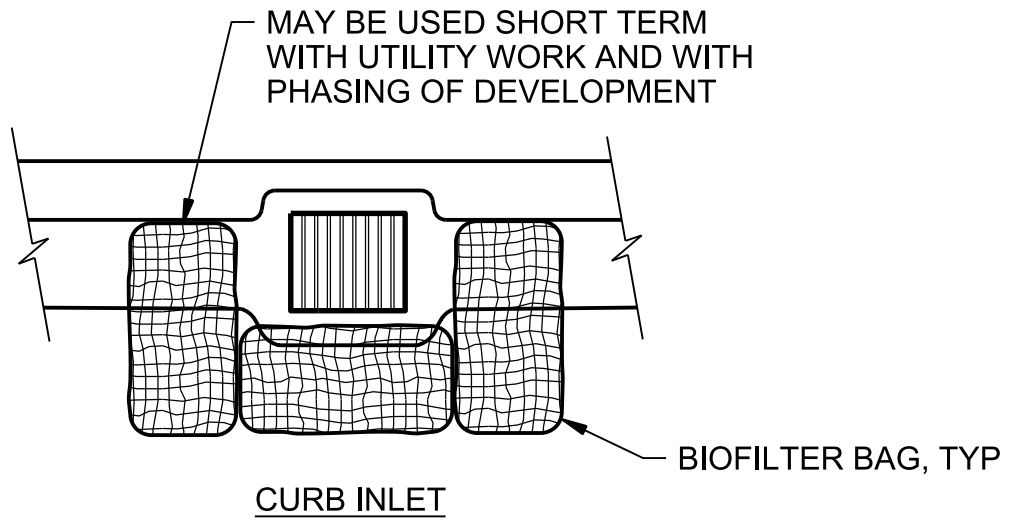
1. BURY BOTTOM OF FILTER FABRIC 6" VERTICALLY BELOW FINISHED GRADE.
2. DOUGLAS FIR OR STEEL FENCE POSTS AS SPECIFIED.
3. STITCHED LOOPS TO BE INSTALLED DOWNHILL SIDE OF SLOPE.
4. COMPACT ALL AREAS OF FILTER FABRIC TRENCH.

SILT FENCE

NTS

CITY OF MILLERSBURG
TRANSITION PARKWAY
AND LINEAR PARK

3125-165



BIOFILTER BAG INLET BARRIER

NTS

CITY OF MILLERSBURG
TRANSITION PARKWAY
AND LINEAR PARK

3125-186

Natural Buffer Analysis

(Appendix A) 1200-C Natural Buffer Zone Analysis

Date: November 14, 2023
Project name: Millersburg Transition Parkway
Prepared by: Jordan Laundry, EIT

Jacobs Engineering Group Inc.
1100 NE Circle Boulevard
Suite 300
Corvallis, OR 97330
United States
T +1.541.572.4271
www.jacobs.com

Project Description

The Millersburg Transition Parkway and Linear Park Project (Project) is in the City of Millersburg (City), Oregon and is located along the south side of Conser Rd between its intersections with Woods Rd and NE Castillo Dr. Millersburg, Oregon. The Project for the City includes design and construction of improvements to the Central Industrial Property to support industrial development. The improvements include an arterial road, stormwater management facilities for the arterial road, extension of water and other utilities in the arterial road ROW and in the adjacent easement, and a linear park including a multi-use path to provide a buffer between the residential areas north of Conser Road and the industrial development.

State and Federal Permitting

Wetland field delineation surveys were conducted and submitted to the US Army Corps of Engineers (USACE) and Oregon Department of State Lands (DSL); these areas are shown in Figure 1 (Appendix A). Concurrence by USACE and DSL with these field surveys was confirmed in June 2021. Five jurisdictional wetlands were identified within the project area. One of the wetlands will be permanently impacted by construction activities and / or fall within 50 feet of the limits of the proposed disturbance area. The other four wetlands will not be impacted by construction activities.

Wetland 2 (W2) will be permanently impacted in two locations for the construction of the Transition Parkway multi-use path. Location 1 is at approximately STA 18+00 along the Transition Parkway alignment (Appendix A, Figure 2). Location 2 is at approximately STA 36+00 along the alignment (Appendix A, Figure 3). Both permanent impacts are covered under an Oregon Removal Fill, Section 404, and Section 401 permit.

Natural Buffer Zone Analysis

As described in *Section 2.2.4 Establish and maintain natural buffer zones and/or equivalent erosion and sediment controls* and *Appendix B – Natural Buffer Zone Requirements* of the 1200-C Construction Stormwater General Permit (effective December 15, 2020), there are additional requirements when surface waters of the state are located within 50 feet of the project's construction land disturbance limits.

RUSLE2 calcs were performed at the boundary of both permanent impact areas to W2 to assess the effectiveness of the proposed BMPs protecting the remaining undisturbed portions of the wetland from construction run-on. No buffer width can feasibly be maintained due to the nature of these impacts to the existing wetland. Compliance Alternative 3 will be applied to this site and supplemental erosion and sediment controls will be installed to achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer. A third RUSLE2 calc was performed at the downstream boundary of the proposed stormwater treatment swale to assess the BMPs protecting the adjacent section of W2

(Appendix A, Figure 3). No natural buffer was included in the calculation to represent the most conservative scenario, so Compliance Alternative 3 was also applied.

RUSLE2 Calculations

Three representative profiles were modeled in RUSLE2 to determine what additional sediment and erosion control Best Management Practices (BMPs) will be needed to protect state jurisdictional wetlands.

Profile #1 was taken at approximately STA 18+00 along the Transition Parkway Alignment (Appendix A, Figure 2). The selected profile represents the location where construction runoff will drain to the undisturbed portions of W2. The worst-case scenario construction phase for sediment runoff is expected to be when the existing wetland vegetation is cleared before the pathway grading begins. As such, the baseline and encroached profiles both use existing conditions topography. Conser Rd and the perimeter silt fence at the toe of the roadway embankment are included in both profiles. The vegetated road embankment was determined to be a poor stand based on aerial imagery. The existing wetland vegetation was determined to be moderate stand. The baseline profile with a 50-foot vegetated buffer strip produces 0.814 t/ac/yr of sediment delivery at the wetland (Exhibits 1a-b).

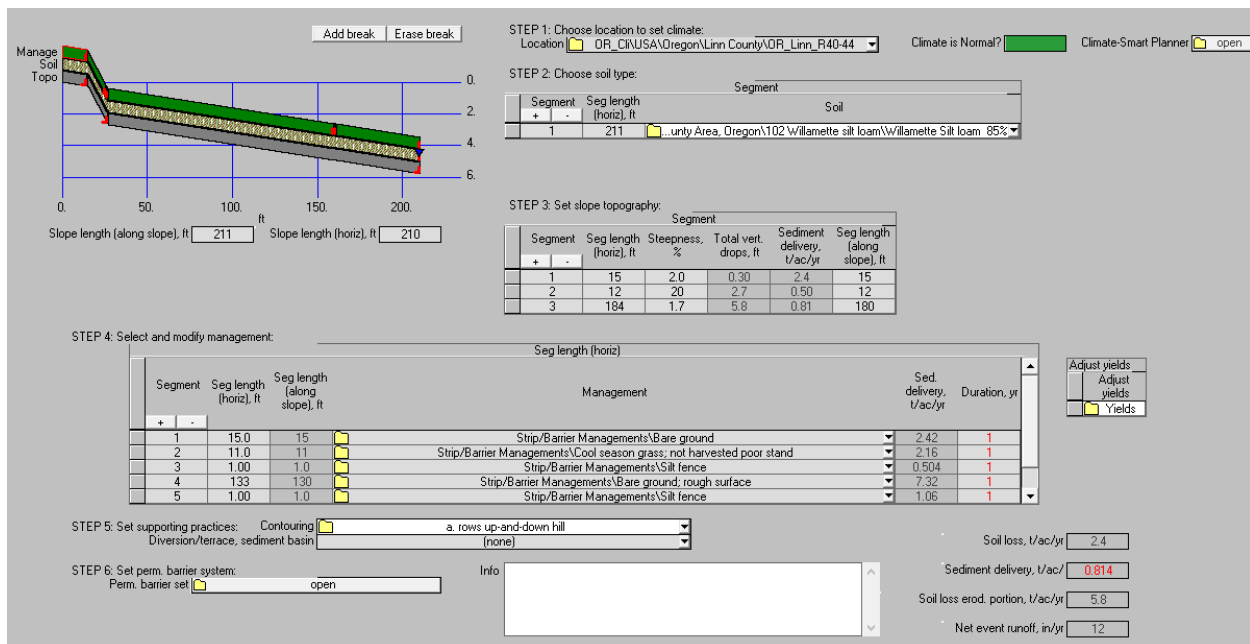


Exhibit 1a. Baseline Profile #1 (Management for Segments 1-5 shown).

Memorandum

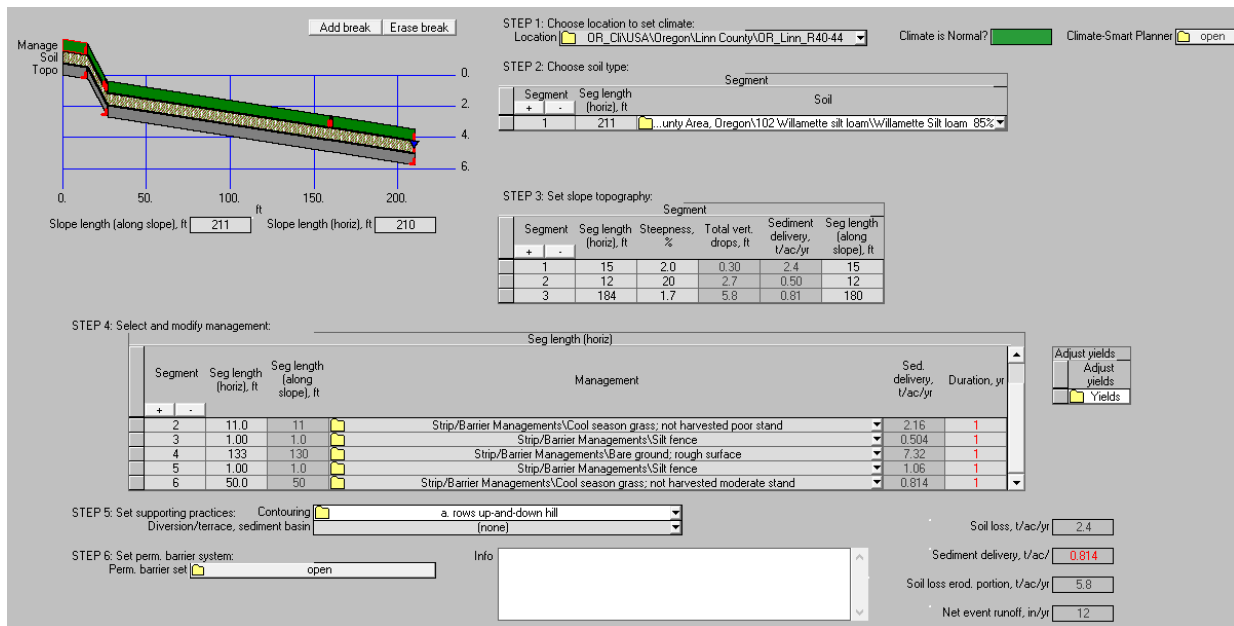


Exhibit 1b. Baseline Profile #1 (Management for Segments 2-6 shown).

The encroached profile reflects the proposed ground disturbance required for the construction of the Transition Parkway, including the removal of the existing wetland vegetation from the slope (Exhibits 2a-b). The combination of just a silt fence and fiber roll layer at the wetland boundary is not sufficient to meet this sediment removal requirement. Therefore, an intermediate silt fence will be placed just north of the proposed new roadway to provide additional sediment control. The encroached profile including the intermediate silt fence and a silt fence with one layer of 8-inch compost sock produces adjacent to the wetland produces 0.555 t/ac/yr of sediment delivery, a 32% reduction in sediment delivery from baseline.

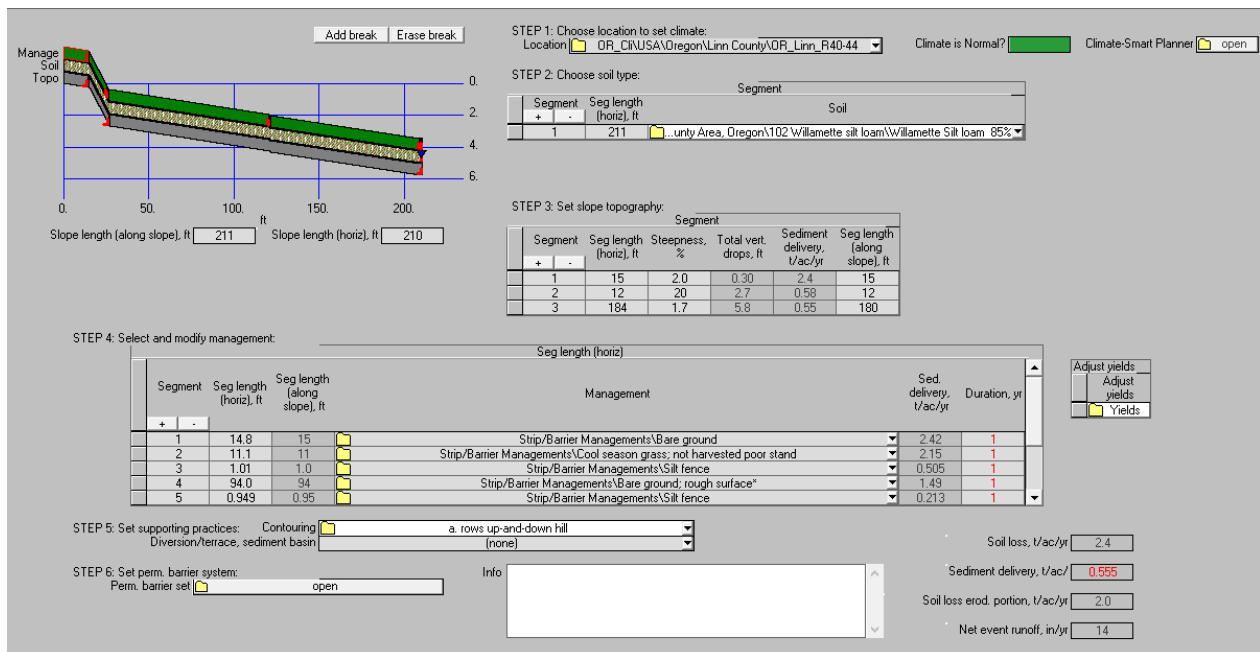


Exhibit 2a. Encroached Profile #1 (Management for Segments 1-5 shown).

Memorandum

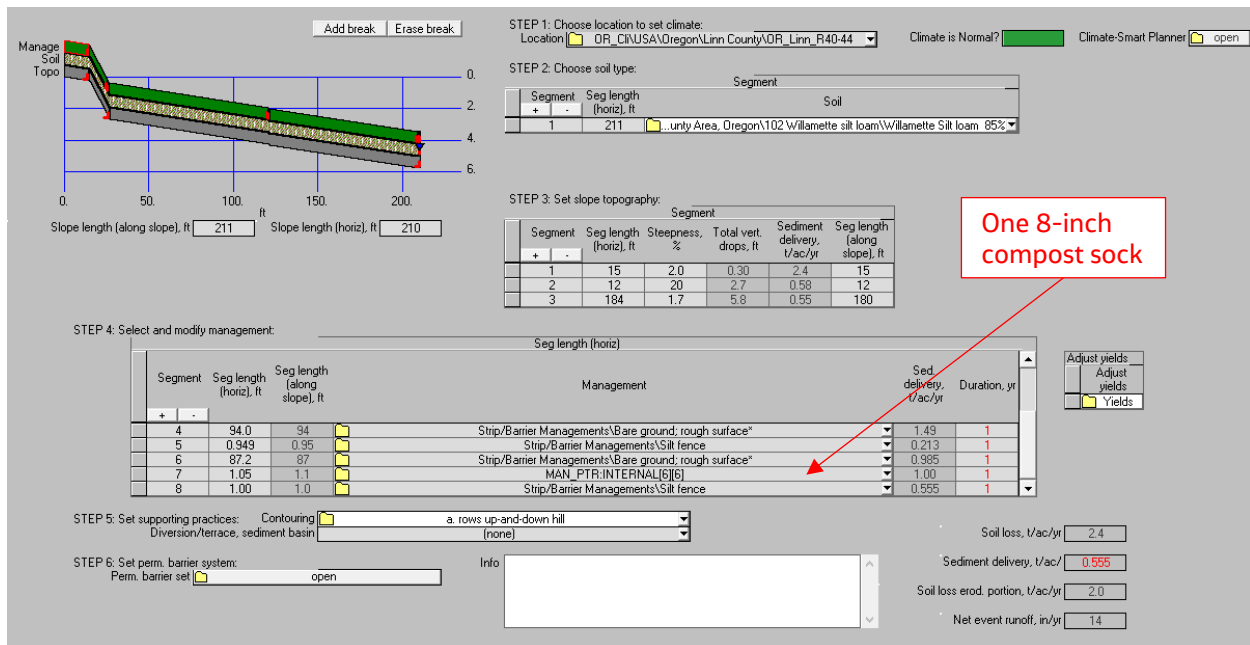


Exhibit 2b. Encroached Profile #1 (Management for Segments 4-8 shown).

Profile #2 was taken at approximately STA 36+00 along the Transition Parkway alignment (Appendix A, Figure 3). The selected profile represents the location where construction runoff will drain to the undisturbed portions of W2. The worst-case scenario construction phase for sediment runoff is expected to be when the existing wetland vegetation is cleared before the pathway grading begins. As such, the baseline and encroached profiles both use existing conditions topography. Conser Rd and the perimeter silt fence at the toe of the roadway embankment are included in both profiles. The vegetated road embankment was determined to be a poor stand based on aerial imagery. The existing wetland vegetation was determined to be moderate stand. The baseline profile with a 50-foot vegetated buffer strip produces 2.86 t/ac/yr of sediment delivery at the wetland (Exhibits 3a-b).

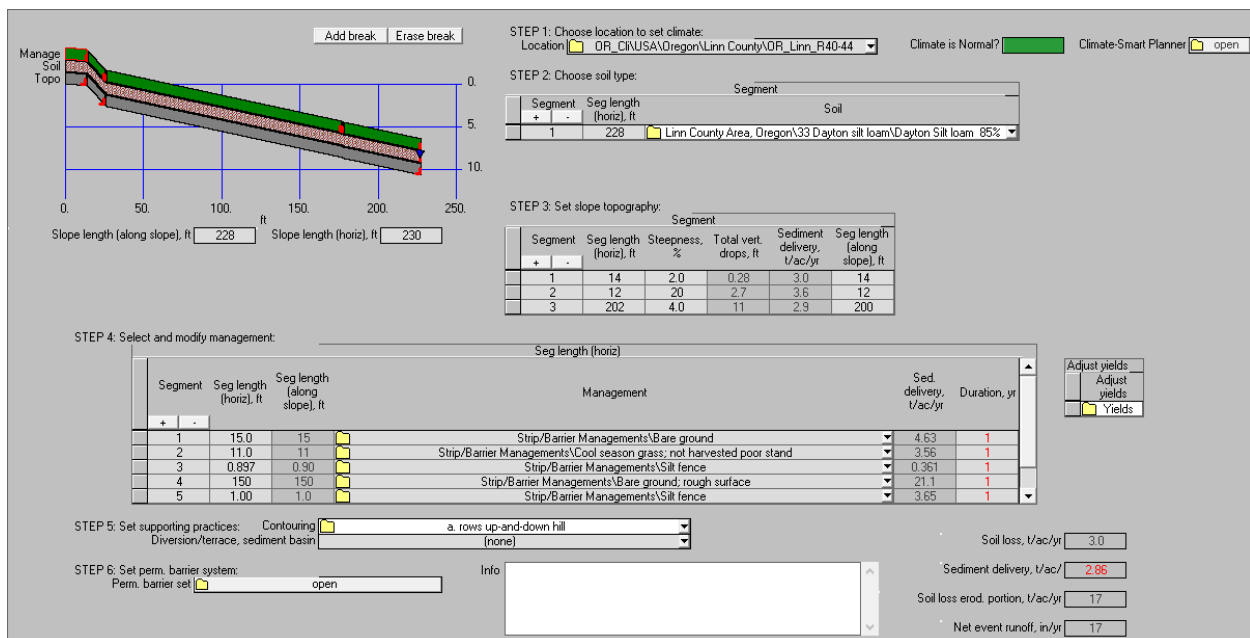


Exhibit 3a. Baseline Profile #2 (Management for Sections 1-5 shown).

Memorandum

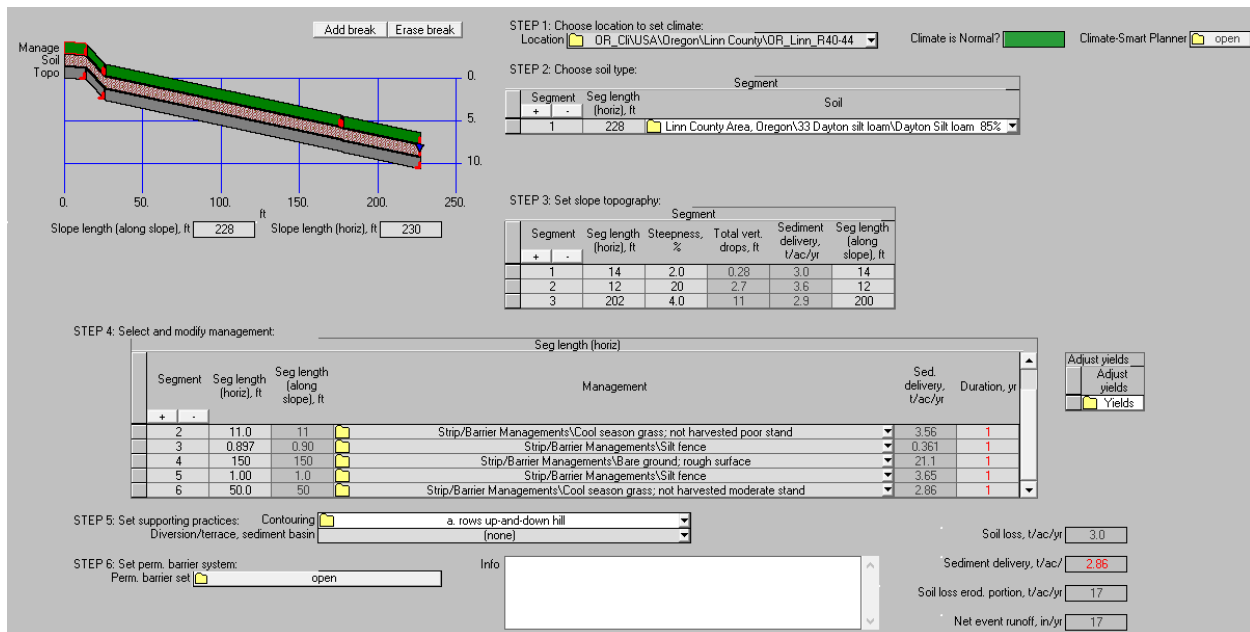


Exhibit 3b. Baseline Profile #2 (Management for Sections 2-6 shown).

The encroached profile reflects the proposed ground disturbance required for the construction of the Transition Parkway, including the removal of the existing wetland vegetation from the slope. The encroached profile, including a perimeter control silt fence and one 8-inch compost sock adjacent to the wetland, produces 0.409 t/ac/yr of sediment delivery, an 86% reduction in sediment delivery from baseline (Exhibits 4a-b). One layer of 8-in compost socks should be used in conjunction with the silt fence along the boundary of Wetland 2 within the bounds of this portion of the construction activity.

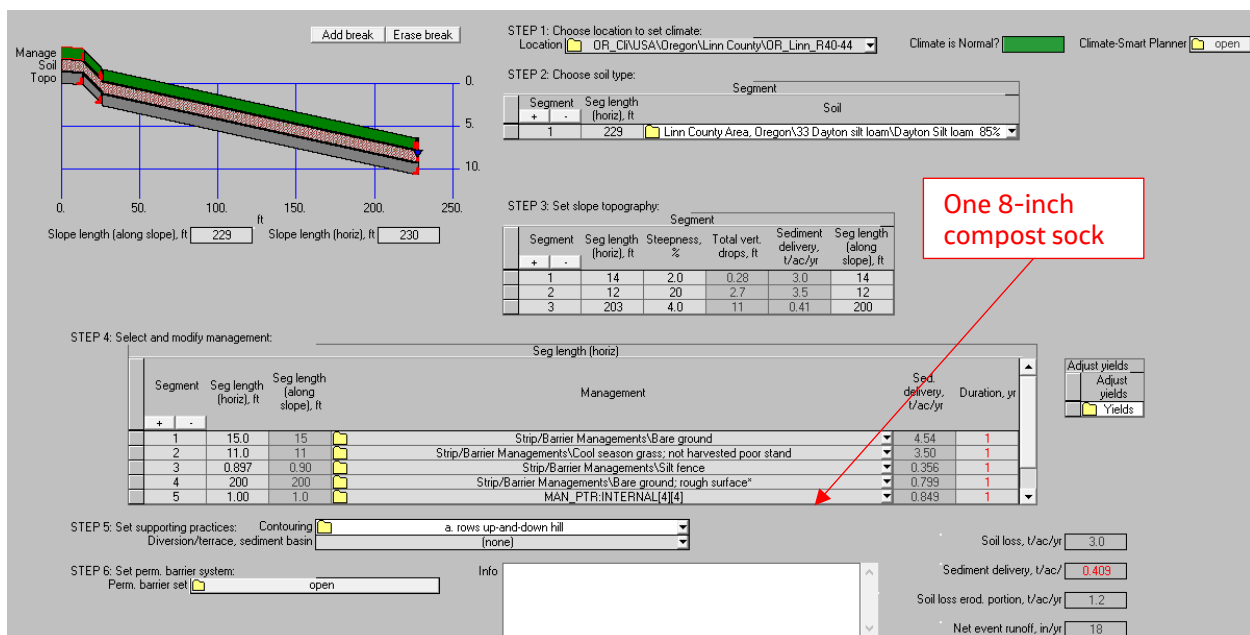


Exhibit 4a. Encroached Profile #2 (Management for Sections 1-5 shown).

Memorandum

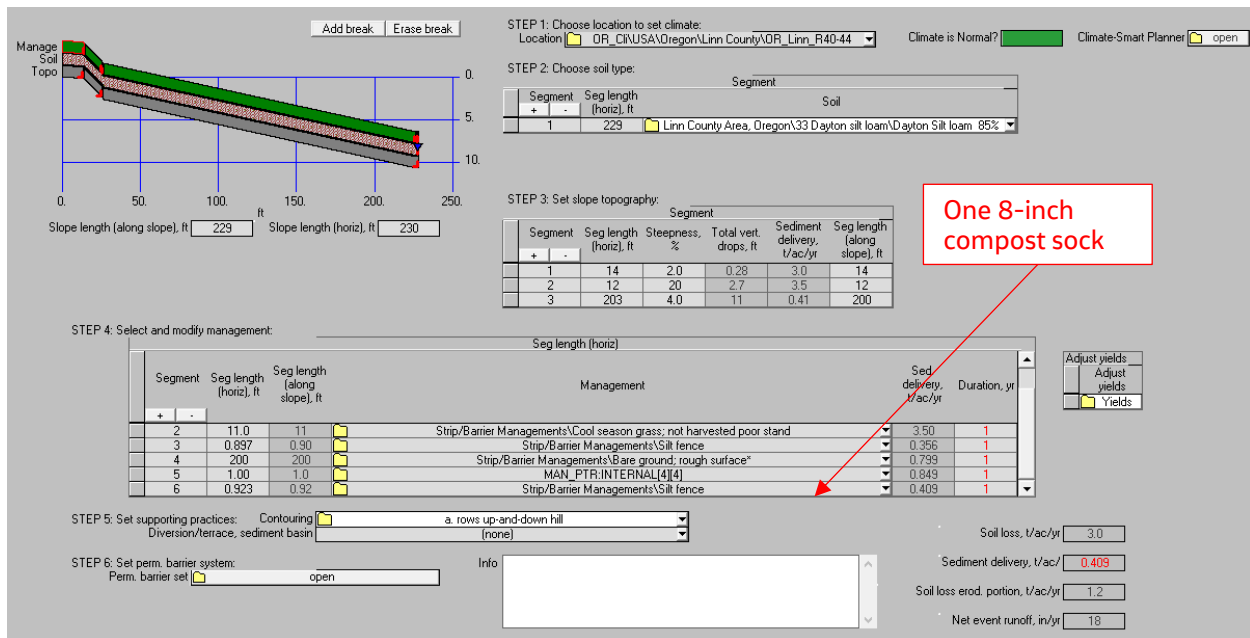
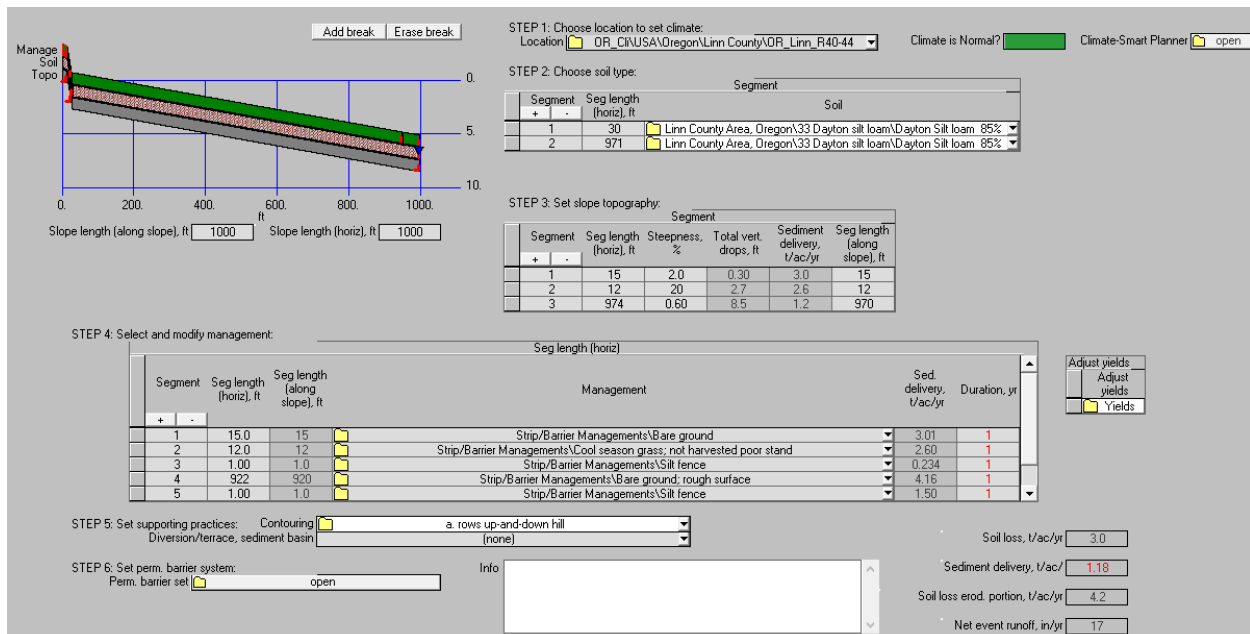


Exhibit 4b. Encroached Profile #2 (Management for Sections 2-6 shown).

Profile #3 was taken along the proposed water treatment swale at the eastern end of the project alignment (Appendix A, Figure 3). The select profile represents the worst-case scenario length of the flow path of runoff that will drain out of the end of the swale and into the adjacent wetland. The worst-case scenario construction phase for sediment runoff is expected to be when the existing wetland vegetation is cleared before the swale grading begins. The existing wetland has a slightly steeper slope than the proposed swale. As such, the baseline and encroached profiles both use existing conditions topography. Conser Rd and the perimeter silt fence at the toe of the roadway embankment are included in both profiles. The vegetated road embankment was determined to be a poor stand based on aerial imagery. The existing wetland vegetation was determined to be moderate stand. The baseline profile with a 50-foot vegetated buffer strip produces 1.18 t/ac/yr of sediment delivery at the wetland (Exhibits 5a-b).



Memorandum

Exhibit 5a. Baseline Profile #3 (Management for Sections 1-5 shown).

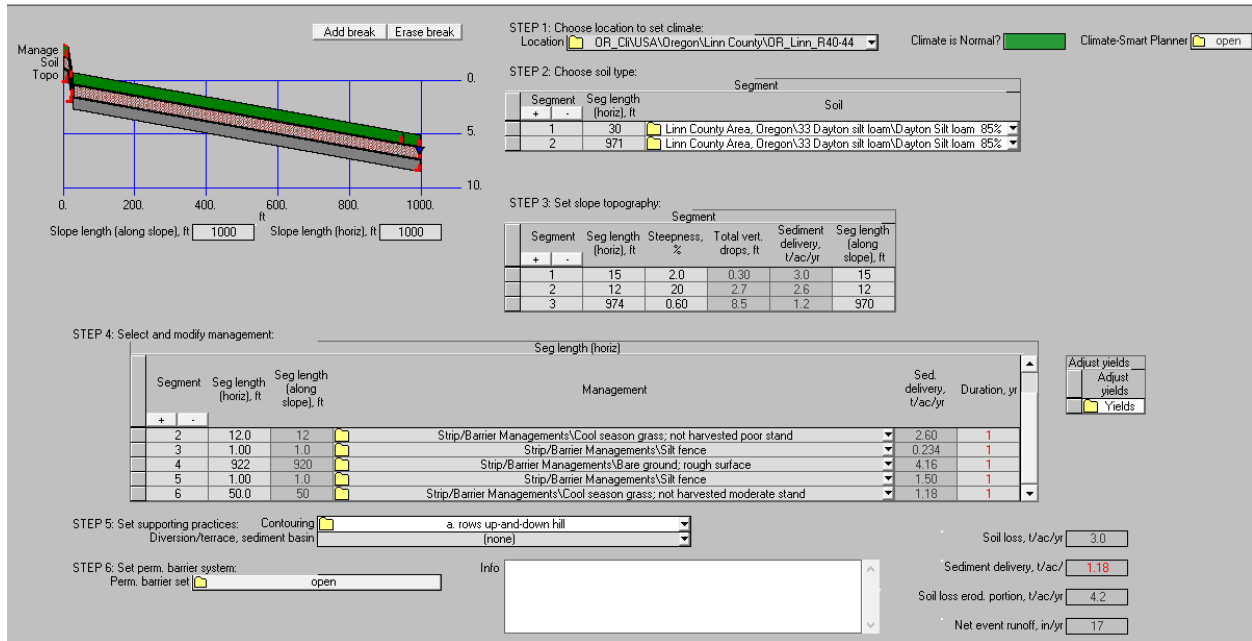
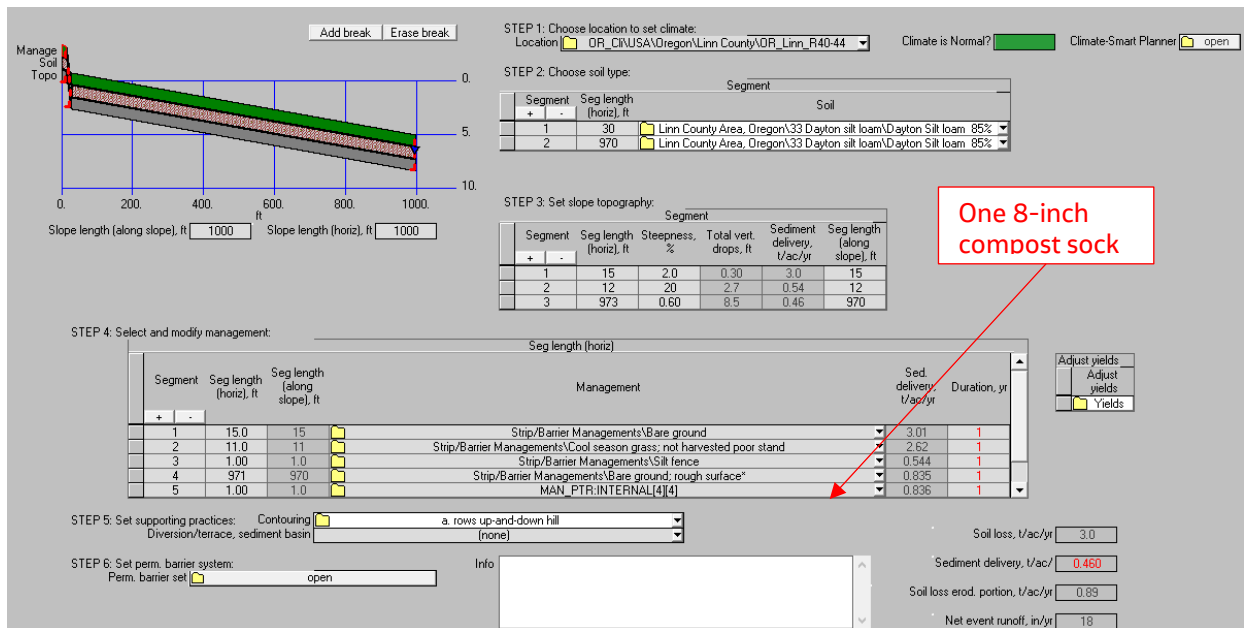


Exhibit 5b. Baseline Profile #3 (Management for Sections 2-6 shown).

The encroached profile reflects the proposed ground disturbance required for the construction of the swale, including the removal of the existing wetland vegetation from the slope. The swale will be seeded with grass for final stabilization; however, it was considered to be bare ground; rough surface to provide the most conservative estimate of sediment yield. The encroached profile, including a perimeter control silt fence and one 8-inch compost sock adjacent to the wetland, produces 0.460 t/ac/yr of sediment delivery, a 61% reduction in sediment delivery from baseline (Exhibits 6a-b). One layer of 8-in compost socks should be used in conjunction with the silt fence along the boundary of Wetland 2 adjacent to and downstream of the proposed swale grading.



Memorandum

Exhibit 6a. Encroached Profile #3 (Management for Sections 1-5 shown).

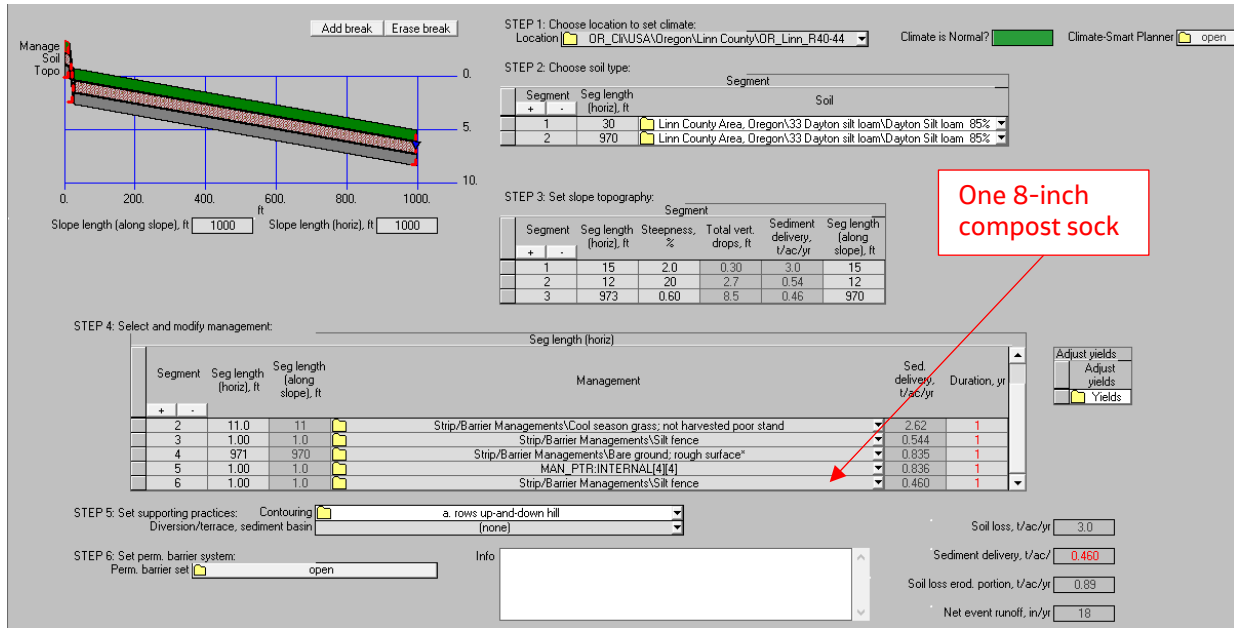
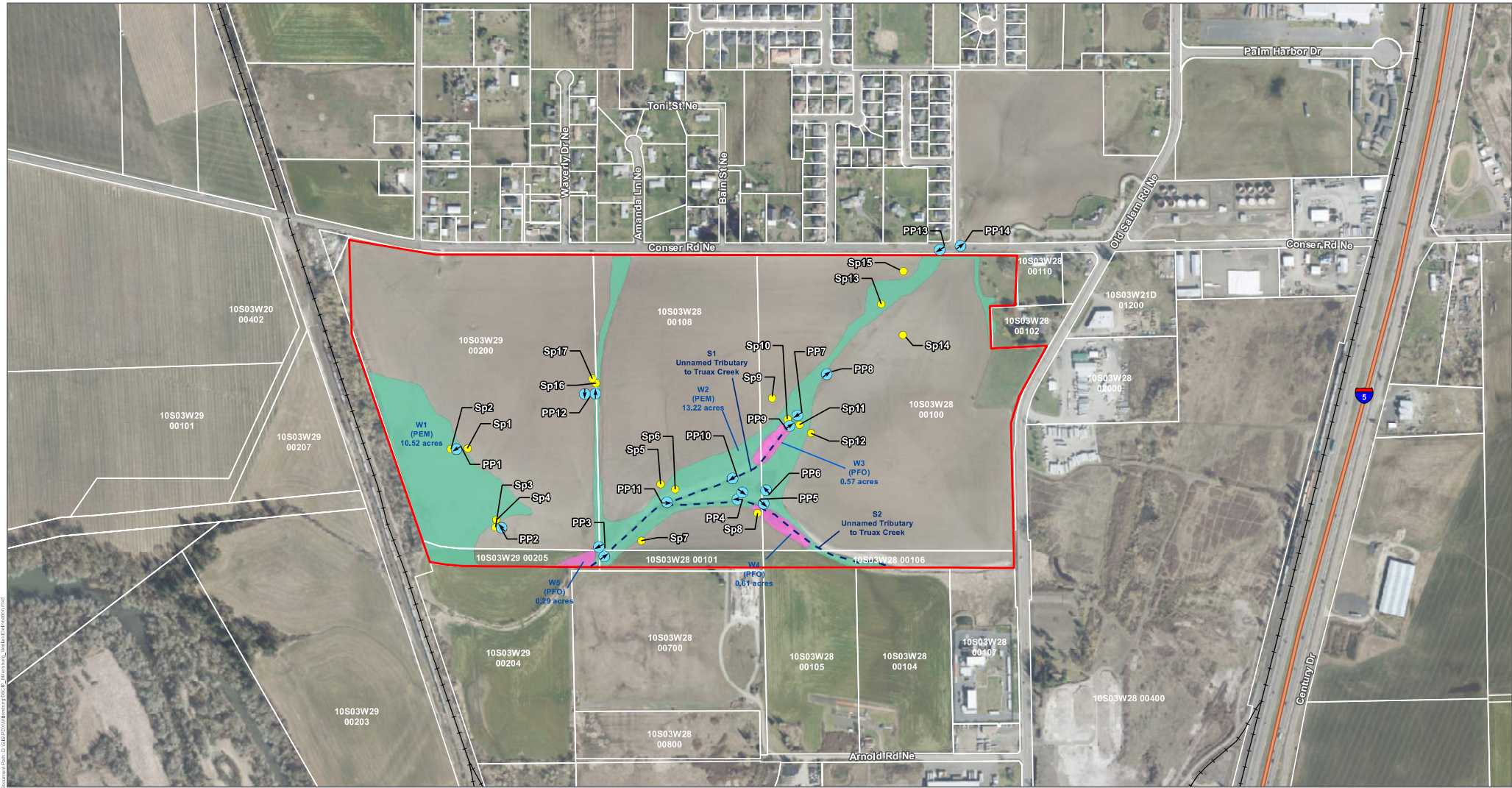


Exhibit 6b. Encroached Profile #3 (Management for Sections 2-6 shown).

Appendix A

Figures



Legend

- Photo Point
- Sample Point
- Streams
- Freeway
- Railroad
- Study Area Boundary
- PEM
- PFO

Map Notes

- * Millersburg Tax Lots
- * ESRI Aerial Imagery
- * Wetlands boundaries and sample plot and photo locations were mapped using an with area base mapping tool and locations determined by a location based services (LBS) based on local cellular towers and internal GPS capabilities of smart phone device. This basic recreation-grade GPS system delineated wetlands at approximately +/- 5 meter accuracy.

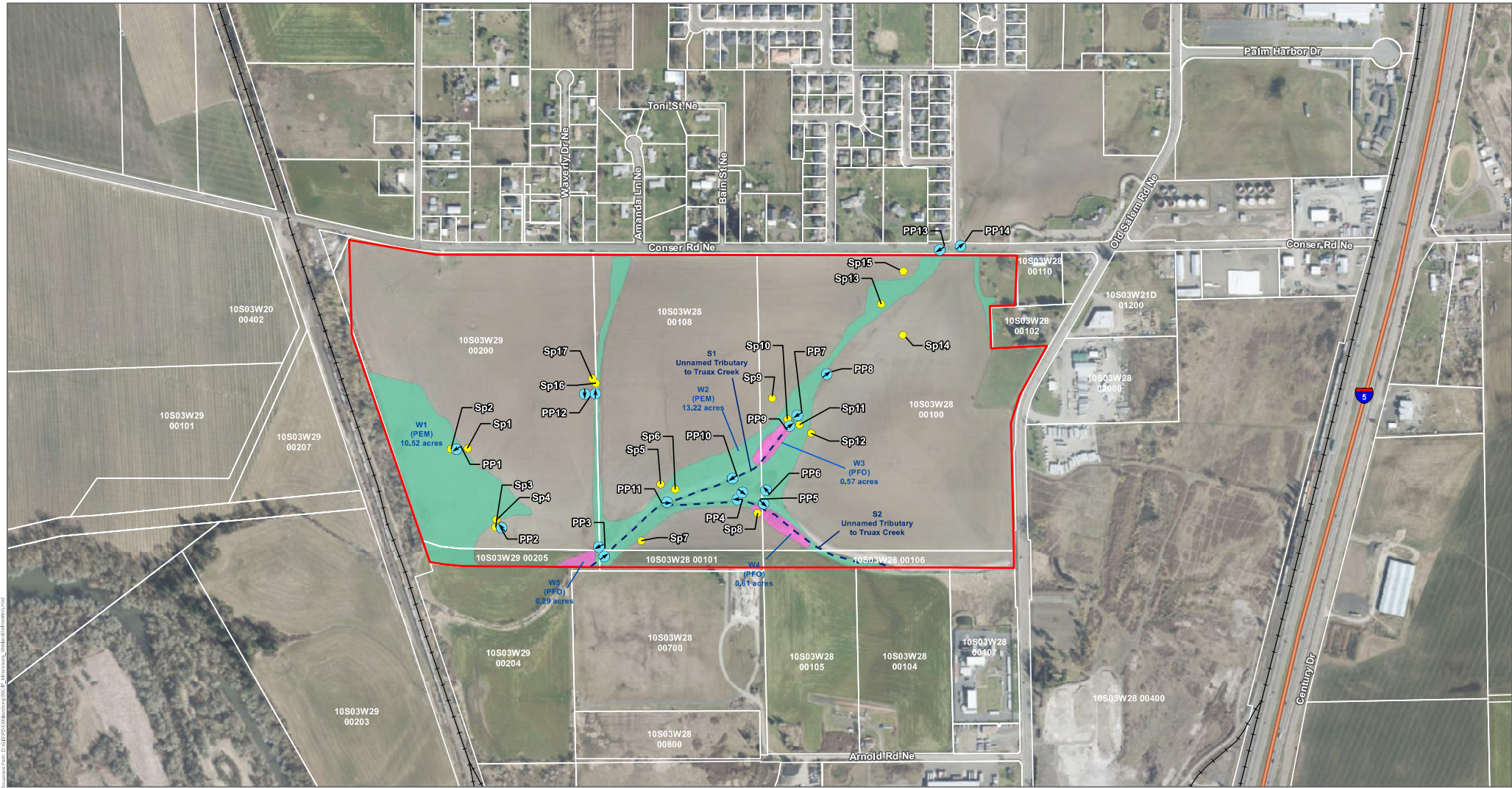
Map Notes
* ESRI Aerial Imagery 2019

0 750 1,500 Feet



FIGURE 6
Wetland & Other Waters Delineation
Central Industrial Property
Millersburg, Oregon

Natural Buffer Figures



Legend

- Photo Point
- Sample Point
- Streams
- Freeway
- Railroad
- Study Area Boundary
- PEM
- PFO

Map Notes

- * Millersburg Tax Lots
- * ESRI Aerial Imagery
- * Wetlands boundaries and sample plot and photo locations were mapped using an with area base mapping tool and locations determined by a location based services (LBS) based on local cellular towers and internal GPS capabilities of smart phone device. This basic recreation-grade GPS system delineated wetlands at approximately +/- 5 meter accuracy.

Map Notes
* ESRI Aerial Imagery 2019

0 750 1,500 Feet



FIGURE 6
Wetland & Other Waters Delineation
Central Industrial Property
Millersburg, Oregon

Contaminated Media Environmental Management
Plan Review Application

Contaminated Media Environmental Management Plan Review Application

Under Section 1.2.9 of the 1200-C NPDES Construction Stormwater General Discharge Permit, if “treatment chemicals” are to be added to stormwater and/or authorized non-stormwater prior to discharge, a local permit application may not be submitted without the following EMP application. Submit this form to describe the proposed use of treatment chemicals.

I. Permit Registrant Information

Permit Registrant Name: **JANELLE BOOTH**

Mailing Address: **4222 OLD SALEM ROAD NE**

City:	State:	Zip:	County:
MILLERSBURG	OREGON	97321	LINN
Phone: 458-233-6300	Email:	JBOOTH@CITYOFMILLERSBURG.ORG	

II. Project/Site Information

Project/Site Name: **TRANSITION PARKWAY AND LINEAR PARK**

Project/Site Address: **CONSER ROAD NE**

City:	State:	Zip:	County:
MILLERSBURG	OREGON	97321	LINN

Site contact name (if different from permit registrant):

Name:	Phone:	Email:
Name:	Phone:	Email:

Names of receiving waterbodies:

WILLAMETTE RIVER		

III. Map

Attach a map that illustrates the entire site including all of the below items. Include this map in your Erosion and Sediment Control Plan (ESCP):

- DEQ Environmental Cleanup Site Information (ECSI) site number (if applicable)
- A list or table of all known contaminants with lab tests results showing concentration and depth
- A list of all disposal locations
- Notice of approval from local jurisdiction if discharge is to public storm system
- A map with sample locations
- Temporary Erosion and Sediment Control Plans specific to contaminated soils;
- Plans for offsite disposal of contaminated soils;
- Any relevant (related) portions of ESCP that address the management of contaminated and potentially contaminated construction stormwater and dewatering program (if applicable); and,
- The dewatering plan (if applicable)
- All proposed point(s) of discharge to receiving waterbodies
- All soil types within areas to be disturbed
- All area of earth disturbance
- Sufficient indication of topography to indicate where stormwater flows

Attach a schematic drawing of the proposed treatment system(s). Include all components of the treatment train, sample points, and pipe configurations. In addition to sufficient holding capacity upstream of treatment, the system must have the capacity to hold water for testing and to re-treat water that does not meet water quality standards.

IV. Proposed Approach

See attached *Environmental Management Plan for City of Millersburg Transition Parkway & Linear Park Project* and Attachments.

VI. Certification Information

I have documented and hereby certify that the following information is correct and has been documented in the ESCP for this project:

- The ESCP includes a complete site-specific description of the chemical treatment system herein proposed for use, including specifications, design, and Material Safety Data Sheets for all chemicals to be used.
- The controls to be used on the site are compatible with the safe and effective use of cationic chemical treatment.
- I verified through jar tests that the site soil is conducive to chemical treatment.
- I verified that the chemical treatment system operators for this project received training.
- I read, understand, and will follow all conditions and design criteria in the applicable use designation(s).
- If the discharge is to tribal waters, I notified the appropriate tribal government of the intent to use chemical treatment on a site located within that jurisdiction.
- I will keep the use level designation, operation and maintenance manual, and training certificate on site prior to and during use of chemical treatment.
- A licensed engineer designed the system for this project including system sizing, pond sizing, and flow requirements.
- I verify that the discharge will not adversely affect downstream conveyance systems or stream channels (e.g. cause erosion).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Authorized Official First Name, Middle Initial, Last Name:

Title:

Signature:

Date:

Email:

Environmental Management Plan Drawings

EROSION AND SEDIMENT CONTROL (ESC) PLAN

GENERAL EROSION AND SEDIMENT CONTROL NOTES FROM THE 1200-C CONSTRUCTION STORMWATER GENERAL PERMIT

- INCLUDE A LIST OF ALL PERSONNEL (BY NAME AND POSITION) THAT ARE RESPONSIBLE FOR THE DESIGN, INSTALLATION AND MAINTENANCE OF STORMWATER CONTROL MEASURES (E.G. ESCP DEVELOPER, BMP INSTALLER (SEE SECTION 4.10), AS WELL AS THEIR INDIVIDUAL RESPONSIBILITIES. (SECTION 4.4.C.II)
- VISUAL MONITORING INSPECTION REPORTS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-C PERMIT REQUIREMENTS. (SECTION 6.5)
- INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-C PERMIT REQUIREMENTS. (SECTION 6.5.Q)
- RETAIN A COPY OF THE ESCP AND ALL REVISIONS ON SITE AND MAKE IT AVAILABLE ON REQUEST TO DEQ, AGENT, OR THE LOCAL MUNICIPALITY. (SECTION 4.7)
- THE PERMIT REGISTRANT MUST IMPLEMENT THE ESCP. FAILURE TO IMPLEMENT ANY OF THE CONTROL MEASURES OR PRACTICES DESCRIBED IN THE ESCP IS A VIOLATION OF THE PERMIT. (SECTIONS 4 AND 4.11)
- THE ESCP MUST BE ACCURATE AND REFLECT SITE CONDITIONS. (SECTION 4.8)
- SUBMISSION OF ALL ESCP REVISIONS IS NOT REQUIRED. SUBMITTAL OF THE ESCP REVISIONS IS ONLY UNDER SPECIFIC CONDITIONS. SUBMIT ALL NECESSARY REVISION TO DEQ OR AGENT WITHIN 10 DAYS. (SECTION 4.9)
- SEQUENCE CLEARING AND GRADING TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION. (SECTION 2.2.2)
- CREATE SMOOTH SURFACES BETWEEN SOIL SURFACE AND EROSION AND SEDIMENT CONTROLS TO PREVENT STORMWATER FROM BYPASSING CONTROLS AND PONDING. (SECTION 2.2.3)
- IDENTIFY, MARK, AND PROTECT (BY CONSTRUCTION FENCING OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES, AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G., WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS. (SECTION 2.2.1)
- PRESERVE EXISTING VEGETATION WHEN PRACTICAL AND RE-VEGETATE OPEN AREAS. RE-VEGETATE OPEN AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION. IDENTIFY THE TYPE OF VEGETATIVE SEED MIX USED. (SECTION 2.2.5)
- MAINTAIN AND DELINEATE ANY EXISTING NATURAL BUFFER WITHIN THE 50-FEET OF WATERS OF THE STATE. (SECTION 2.2.4)
- INSTALL PERIMETER SEDIMENT CONTROL, INCLUDING STORM DRAIN INLET PROTECTION AS WELL AS ALL SEDIMENT BASINS, TRAPS, AND BARRIERS PRIOR TO LAND DISTURBANCE. (SECTIONS 2.1.3)
- CONTROL BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME, TO MINIMIZE EROSION AT OUTLETS AND DOWNSTREAM CHANNELS AND STREAMBANKS. (SECTIONS 2.1.1, AND 2.2.16)
- CONTROL SEDIMENT AS NEEDED ALONG THE SITE PERIMETER AND AT ALL OPERATIONAL INTERNAL STORM DRAIN INLETS AT ALL TIMES DURING CONSTRUCTION, BOTH INTERNALLY AND AT THE SITE BOUNDARY. (SECTIONS 2.2.6 AND 2.2.13)
- ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK. (SECTION 2.2.14)
- APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS AS GRADING PROGRESSES. TEMPORARY OR PERMANENT STABILIZATION MEASURES ARE NOT REQUIRED FOR AREAS THAT ARE INTENDED TO BE LEFT UNVEGETATED, SUCH AS DIRT ACCESS ROADS OR UTILITY POLE PADS. (SECTIONS 2.2.20 AND 2.2.21)
- ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS. (SECTION 2.3.7)
- KEEP WASTE CONTAINER LIDS CLOSED WHEN NOT IN USE AND CLOSE LIDS AT THE END OF THE BUSINESS DAY FOR THOSE CONTAINERS THAT ARE ACTIVELY USED THROUGHOUT THE DAY. FOR WASTE CONTAINERS THAT DO NOT HAVE LIDS, PROVIDE EITHER (1) COVER (E.G., A TARP, PLASTIC SHEETING, TEMPORARY ROOF) TO PREVENT EXPOSURE OF WASTES TO PRECIPITATION, OR (2) A SIMILARLY EFFECTIVE MEANS DESIGNED TO PREVENT THE DISCHARGE OF POLLUTANTS (E.G., SECONDARY CONTAINMENT). (SECTION 2.3.7)
- PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS USING BMPS SUCH AS: CONSTRUCTION ENTRANCE, GRAVELED (OR PAVED) EXITS AND PARKING AREAS, GRAVEL ALL UNPAVED ROADS LOCATED ONSITE, OR USE AN EXIT TIRE WASH. THESE BMPS MUST BE IN PLACE PRIOR TO LAND- DISTURBING ACTIVITIES. (SECTION 2.2.7)
- WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS ON SITE. (SECTION 2.2.7.F)
- CONTROL PROHIBITED DISCHARGES FROM LEAVING THE CONSTRUCTION SITE, I.E., CONCRETE WASH-OUT, WASTEWATER FROM CLEANOUT OF STUCCO, PAINT AND CURING COMPOUNDS. (SECTIONS 1.5 AND 2.3.9)
- ENSURE THAT STEEP SLOPE AREAS WHERE CONSTRUCTION ACTIVITIES ARE NOT OCCURRING ARE NOT DISTURBED. (SECTION 2.2.10)
- PREVENT SOIL COMPACTION IN AREAS WHERE POST-CONSTRUCTION INFILTRATION FACILITIES ARE TO BE INSTALLED. (SECTION 2.2.12)
- USE BMPS TO PREVENT OR MINIMIZE STORMWATER EXPOSURE TO POLLUTANTS FROM SPILLS; VEHICLE AND EQUIPMENT FUELING, MAINTENANCE, AND STORAGE; OTHER CLEANING AND MAINTENANCE ACTIVITIES; AND WASTE HANDLING ACTIVITIES. THESE POLLUTANTS INCLUDE FUEL, HYDRAULIC FLUID, AND OTHER OILS FROM VEHICLES AND MACHINERY, AS WELL AS DEBRIS, FERTILIZER, PESTICIDES AND HERBICIDES, PAINTS, SOLVENTS, CURING COMPOUNDS AND ADHESIVES FROM CONSTRUCTION OPERATIONS. (SECTIONS 2.2.15 AND 2.3)
- PROVIDE PLANS FOR SEDIMENTATION BASINS THAT HAVE BEEN DESIGNED PER SECTION 2.2.17 AND STAMPED BY AN OREGON PROFESSIONAL ENGINEER. (SEE SECTION 2.2.17.A)
- IF ENGINEERED SOILS ARE USED ON SITE, A SEDIMENTATION BASIN/IMPOUNDMENT MUST BE INSTALLED. (SEE SECTIONS 2.2.17 AND 2.2.18)
- PROVIDE A DEWATERING PLAN FOR ACCUMULATED WATER FROM PRECIPITATION AND UNCONTAMINATED GROUNDWATER SEEPAGE DUE TO SHALLOW EXCAVATION ACTIVITIES. (SEE SECTION 2.4)
- IMPLEMENT THE FOLLOWING BMPS WHEN APPLICABLE: WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES, EMPLOYEE TRAINING ON SPILL PREVENTION AND PROPER DISPOSAL PROCEDURES, SPILL KITS IN ALL VEHICLES, REGULAR MAINTENANCE SCHEDULE FOR VEHICLES AND MACHINERY, MATERIAL DELIVERY AND STORAGE CONTROLS, TRAINING AND SIGNAGE, AND COVERED STORAGE AREAS FOR WASTE AND SUPPLIES. (SECTION 2.3)
- USE WATER, SOIL-BINDING AGENT OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL. (SECTION 2.2.9)
- THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS TO MINIMIZE NUTRIENT RELEASES TO SURFACE WATERS. EXERCISE CAUTION WHEN USING TIME-RELEASE FERTILIZERS WITHIN ANY WATERWAY RIPARIAN ZONE. (SECTION 2.3.5)
- IF AN ACTIVE TREATMENT SYSTEM (FOR EXAMPLE, ELECTRO-COAGULATION, FLOCCULATION, FILTRATION, ETC.) FOR SEDIMENT OR OTHER POLLUTANT REMOVAL IS EMPLOYED, SUBMIT AN OPERATION AND MAINTENANCE PLAN (INCLUDING FLOW SCHEMATIC, LOCATION OF SYSTEM, LOCATION OF INLET, LOCATION OF DISCHARGE, DISCHARGE DISPERSION DEVICE DESIGN, AND A SAMPLING PLAN AND FREQUENCY) BEFORE OPERATING THE TREATMENT SYSTEM. OBTAIN ENVIRONMENTAL MANAGEMENT PLAN APPROVAL FROM DEQ BEFORE OPERATING THE TREATMENT SYSTEM. OPERATE AND MAINTAIN THE TREATMENT SYSTEM ACCORDING TO MANUFACTURER'S SPECIFICATIONS. (SECTION 1.2.9)
- TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS, IF NEEDED. THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR. (SECTION 2.2)
- AS NEEDED BASED ON WEATHER CONDITIONS, AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMPS MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. (SECTION 2.2.8)
- SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL. (SECTION 2.1.5.B)
- OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS): REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT AND BEFORE BMP REMOVAL. (SECTION 2.1.5.C)
- CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF PROJECT. (SECTION 2.1.5.D)
- WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST BE REMEDIATED. INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND IMPLEMENT STEPS TO PREVENT A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN-UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIMEFRAME. (SECTION 2.2.19.A)
- THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGE WAYS MUST NOT OCCUR. VACUUMING OR DRY SWEEPING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS. (SECTION 2.2.19)
- DOCUMENT ANY PORTION(S) OF THE SITE WHERE LAND DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED OR WILL BE TEMPORARILY INACTIVE FOR 14 OR MORE CALENDAR DAYS. (SECTION 6.5.F.)
- PROVIDE TEMPORARY STABILIZATION FOR THAT PORTION OF THE SITE WHERE CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE WITH A COVERING OF BLOWN STRAW AND A TACKIFIER, LOOSE STRAW, OR AN ADEQUATE COVERING OF COMPOST MULCH UNTIL WORK RESUMES ON THAT PORTION OF THE SITE. (SECTION 2.2.20)
- DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. ONCE CONSTRUCTION IS COMPLETE AND THE SITE IS STABILIZED, ALL TEMPORARY EROSION CONTROLS AND RETAINED SOILS MUST BE REMOVED AND DISPOSED OF PROPERLY, UNLESS NEEDED FOR LONG TERM USE FOLLOWING TERMINATION OF PERMIT COVERAGE. (SECTION 2.2.21)

BMP MATRIX FOR CONSTRUCTION PHASES

BMPs	YEAR: 2024												2025							
	MONTH#:	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O
IDENTIFY WORK LIMITS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
IDENTIFY ENVIRONMENTAL IMPACT AVOIDANCE AREAS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
IDENTIFY VEGETATIVE BUFFER ZONES TO SENSITIVE AREAS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
HOLD A PRE-CONSTRUCTION MTG TO DISCUSS ESCP	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
MOBILIZE EQUIPMENT ONSITE	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SITE MONITORING	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
ROCK CONSTRUCTION ENTRANCE	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
INSTALL PERIMETER/WORK LIMIT BMPS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
INSTALL INLET CONTROL AND DITCH CHECK DAM BMPS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SITE EXCAVATION AND GRADING	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
CONCRETE WASHOUT	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
FINAL GRADE AND ROCK	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
EXPECTED FINAL STABILIZATION	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
REMOVE TEMPORARY BMPS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
REMOVE DEBRIS AND TRASH FROM SITE; DISPOSE OF PROPERLY	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
FINAL INSPECTION FOR PERMIT COMPLIANCE	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

NOTE:
ESTIMATED TIME TABLE MAY CHANGE DEPENDING ON WHEN THE ACTUAL NTP IS GIVEN. CONTRACTOR TO REVISE ESTIMATED TIME TABLE ACCORDINGLY IN 1200C PERMIT AND SUBMIT TO ENGINEER.

OTHER NOTES

THE GENERAL NOTES SECTION MAY REFER TO BMPS THAT ARE NOT APPLICABLE TO THIS PROJECT.

THE REGISTRANT IS REQUIRED TO MEET ALL THE CONDITIONS OF THE 1200-C PERMIT. THIS ESCP AND GENERAL CONDITIONS HAVE BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH THE 1200-C PERMIT REQUIREMENTS. IN CASES OF DISCREPANCIES OR OMISSIONS, THE 1200-C PERMIT REQUIREMENTS SUPERCEDE REQUIREMENTS OF THIS PLAN.

SEE 1200-C PERMIT FOR ADDITIONAL INFORMATION.

PROJECT LOCATION

APPROXIMATELY 200 FEET SOUTH OF CONSER RD NE MILLERSBURG, OREGON BETWEEN WOODS RD NE AND NE CASTILLO DR.
CITY: MILLERSBURG COUNTY: LINN STATE: OREGON
APPROXIMATE CENTER LAT/LONG: 44.680635° N, -123.344° W

PROPERTY DESCRIPTION

APPROXIMATELY 200 FT SOUTH OF CONSER ROAD BETWEEN WOODS ROAD AND CASTILLO ROAD, MILLERSBURG OREGON

DEVELOPER

OWNER: CITY OF MILLERSBURG
CONTACT: JANELLE BOOTH, PE, CITY ENGINEER
ADDRESS: 4222 OLD SALEM RD NE, ALBANY, OR 97321
PHONE: (458) 233-6300

DESIGNER

JACOBS ENGINEERING GROUP INC.
CONTACT: MATT BALDWIN, PE, PROJECT MANAGER
ADDRESS: 1100 NE CIRCLE BLVD, SUITE 300 CORVALLIS OREGON, 97330

PHONE: 541-768-3556

SURVEY

K&D ENGINEERING, INC.
276 N.W. HICKORY STREET P.O. BOX 725
ALBANY, OREGON 97324
(541) 928-2583

PERMITTEE'S SITE INSPECTOR(S)

JACOBS ENGINEERING
CONTACT: MATT LITTLE, PE
CESCL NO. 83570
541-908-0993

RATIONALE STATEMENT

A COMPREHENSIVE LIST OF BMP OPTIONS BASED ON DEQ GUIDANCE MANUAL HAS BEEN REVIEWED TO COMPLETE THIS ESCP. SOME BMP OPTIONS WERE NOT CHOSEN BASED ON THEIR EXPECTED EFFECTIVENESS IN EROSION PREVENTION AND SEDIMENT CONTROL GIVEN SITE-SPECIFIC CONDITIONS. NEEDED CHANGES TO THIS ESCP WILL BE MADE AS THE PROJECT PROGRESSES.

INITIAL _____ MRL _____

NARRATIVE DESCRIPTIONS

EXISTING SITE CONDITIONS

DESIGN IMPROVEMENT TO THE EXISTING CENTRAL INDUSTRIAL PROPERTY WILL BE CONSTRUCTED DIRECTLY SOUTH OF CONSER RD NE. THIS AREA CONSISTS OF AGRICULTURAL FIELDS FOR CROPS. THE NATIVE MATERIAL IS A MIX OF HYDRAULIC GROUP C AND D SOIL. EXISTING SLOPES IN THE AREA ARE BETWEEN 1 AND 5 PERCENT. SURFACE DRAINAGE FLOWS TO MULTIPLE LOW POINTS INTO EXISTING WETLANDS SOUTH OF CONSER ROAD.

DEVELOPED CONDITIONS

A NEW ROAD WILL BE CONSTRUCTED WITH VEGETATED SWALES FOR STORMWATER TREATMENT AND SLOWING OF RUNOFF ON EACH SIDE OF THE ROAD. GRADING WILL MAINTAIN SURFACE FLOW PATTERNS: PAVED PEDESTRIAN PATHS WILL CUT THROUGH THE PARK AREA. THE PARK AREA WILL BE LANDSCAPED AND WILL INCLUDE A NEW PAVED MULTI-USE PATH. A FILTER STRIP WILL BE PROVIDED ON THE NORTH SIDE OF THE MULTI-USE PATH.

RECEIVING WATER BODIES

N/A

AUTHORIZED NON-STORMWATER DISCHARGES

- LANDSCAPE IRRIGATION
- EQUIPMENT WASHING
- DUST CONTROL WATER
- FIRE HYDRANT FLUSHING
- POTABLE WATER PIPE FLUSHING
- FOUNDATION DRAINS

POLLUTANT GENERATING ACTIVITIES AND LOCATIONS

- EQUIPMENT STORAGE (AT STAGINF AREAS)
- FILL/BACKFILL STORAGE (AT STAGING AREAS)
- GENERAL EARTHWORK ACTIVITIES (AT SITE-WIDE LOCATIONS OF EXCAVATION OR FILL)
- CONCRETE WASHOUT (AT CONCRETE WASHOUT BMP LOCATIONS)
- SANITARY FACILITY (I.E. PORTABLE TOILET)(AT STAGING AREAS)

SPILL PREVENTION CONTROL COUNTERMEASURE (SPCC) PLAN

- ENSURE SUPPLIES ARE AVAILABLE AT ALL TIMES TO HANDLE SPILLS, LEAKS, AND DISPOSAL OF LIQUIDS.
- ENSURE STAFF ARE AVAILABLE TO RESPOND EXPEDITIOUSLY IN THE EVENT OF A LEAK OR SPILL.
- CONTAIN THE SPILL USING SPILL BERMS, CONTAMINANT BOOMS, DECKS, SPILL CONTAINMENT, OR OTHER APPROVED MATERIALS.
- ELIMINATE THE SOURCE OF THE SPILL.
- CLEAN UP THE SPILL USING DRY CLEAN UP MATERIALS. DO NOT CLEAN BY HOSING THE AREA DOWN.
- DISPOSE OF SPILLED LIQUID AND USED SPILL CLEAN UP MATERIALS IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS.
- CONTACT OREGON EMERGENCY RESPONSE SYSTEM (OERS) AT 1-800-452-0311 WHEN SPILL REACHES WATERS OF THE STATE. OIL SPILLS ON LAND EXCEEDING 42 GALLONS, AND SPILL INCLUDES HAZARDOUS MATERIALS AND REPORTABLE QUANTITIES AS DEFINED IN 40 CFR PART 302.

NATURE OF CONSTRUCTION ACTIVITY AND ESTIMATED TIME TABLE

TEMPORARY ACCESS	FROM: 6/2024	TO: 8/2024
EARTHWORK	FROM: 7/2024	TO: 9/2024
VERTICAL CONST	FROM: N/A	TO: N/A
UTILITY WORK	FROM: 8/2024	TO: 10/2024
FINAL STABILIZATION	FROM: 11/2024	TO: 3/2025

TOTAL SITE AREA: 68 ACRES
TOTAL DISTURBED AREA: 27.3 ACRES

PERMANENT STABILIZATION METHODS

EXPOSED SOIL AREAS SHALL BE STABILIZED WITHIN A WEEK OF THE AREA'S FINAL GRADING. DISTURBED AREAS WILL BE STABILIZED WITH NATIVE GRASS SEED.

RAIN GAUGE INFORMATION:

NATIONAL WEATHER SERVICE INFORMATION
ALBANY MUNICIPAL AIRPORT
LAT: 44.64 N
LONG: -123.06 W
ELEV: 227 FT
DISTANCE FROM SITE: 2.7 MI

INSPECTION FREQUENCY SCHEDULE

ACTIVE PERIOD:

ON INITIAL DATE THAT LAND DISTURBANCE ACTIVITIES COMMENCE. WITHIN 24 HOURS OF ANY STORM EVENT, INCLUDING RUNOFF FROM SNOW MELT, THAT RESULTS IN DISCHARGE FROM THE SITE. AT LEAST ONCE EVERY 14 DAYS, REGARDLESS OF WHETHER STORMWATER RUNOFF IS OCCURRING.

INACTIVE PERIOD:

THE INSPECTOR MAY REDUCE THE FREQUENCY OF INSPECTION IN ANY AREA OF THE SITE WHERE THE STABILIZATION STEPS IN SECTION 2.2.20 HAVE BEEN COMPLETED TO TWICE PER MONTH FOR THE FIRST MONTH, NO LESS THAN 14 CALENDAR DAYS APART, THEN ONCE PER MONTH.

SITE INACCESSIBLE DUE TO INCLEMENT WEATHER:

IF SAFE, ACCESSIBLE AND PRACTICAL, INSPECTIONS MUST OCCUR DAILY AT A RELEVANT DISCHARGE POINT OR DOWNSTREAM LOCATION OF THE RECEIVING WATERBODY.

PERIODS WHEN CONSTRUCTION ACTIVITIES ARE SUSPENDED AND RUNOFF IS UNLIKELY DUE TO FROZEN CONDITIONS:

VISUAL MONITORING INSPECTIONS MAY BE TEMPORARILY SUSPENDED. IMMEDIATELY RESUME MONITORING UPON THAWING, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.

PERIODS WHEN CONSTRUCTION ACTIVITIES ARE SUSPENDED AND RUNOFF IS UNLIKELY DURING FROZEN CONDITIONS:

VISUAL MONITORING INSPECTIONS MAY BE REDUCED TO ONCE A MONTH. IMMEDIATELY RESUME MONITORING UPON THAWING, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.

ATTENTION EXCAVATORS

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 THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO (2) BUSINESS DAYS BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6699.

SHEET INDEX

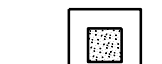
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05-CE-2000	ESCP OVERALL KEY PLAN
05-CE-2101-05-CE-2103	ESCP EXISTING CONDITIONS/DEMO
05-CE-2201-05-CE-2203	ESCP GRADING, STREETS, UTILITIES
05-CE-2401-05-CE-2403	ESCP FINAL STABILIZATION

EROSION CONTROL LEGEND

COVER PRACTICES

CONCRETE WASHOUT AREA

SYMBOL



CONSTRUCTION ENTRANCE



INLET PROTECTION



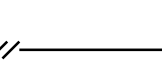
CHECK DAMS



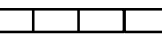
OUTLET PROTECTION / RIPRAP



SEDIMENT FENCE



SEDIMENT BARRIER (BIOFILTER)



SEDIMENT TRAP (OR SUMP)



SEDIMENT POND OR BASIN



TRANSITION PARKWAY AND LINEAR PARK
MILLERSBURG, OR
CITY OF MILLERSBURG
MILLERSBURG, OR

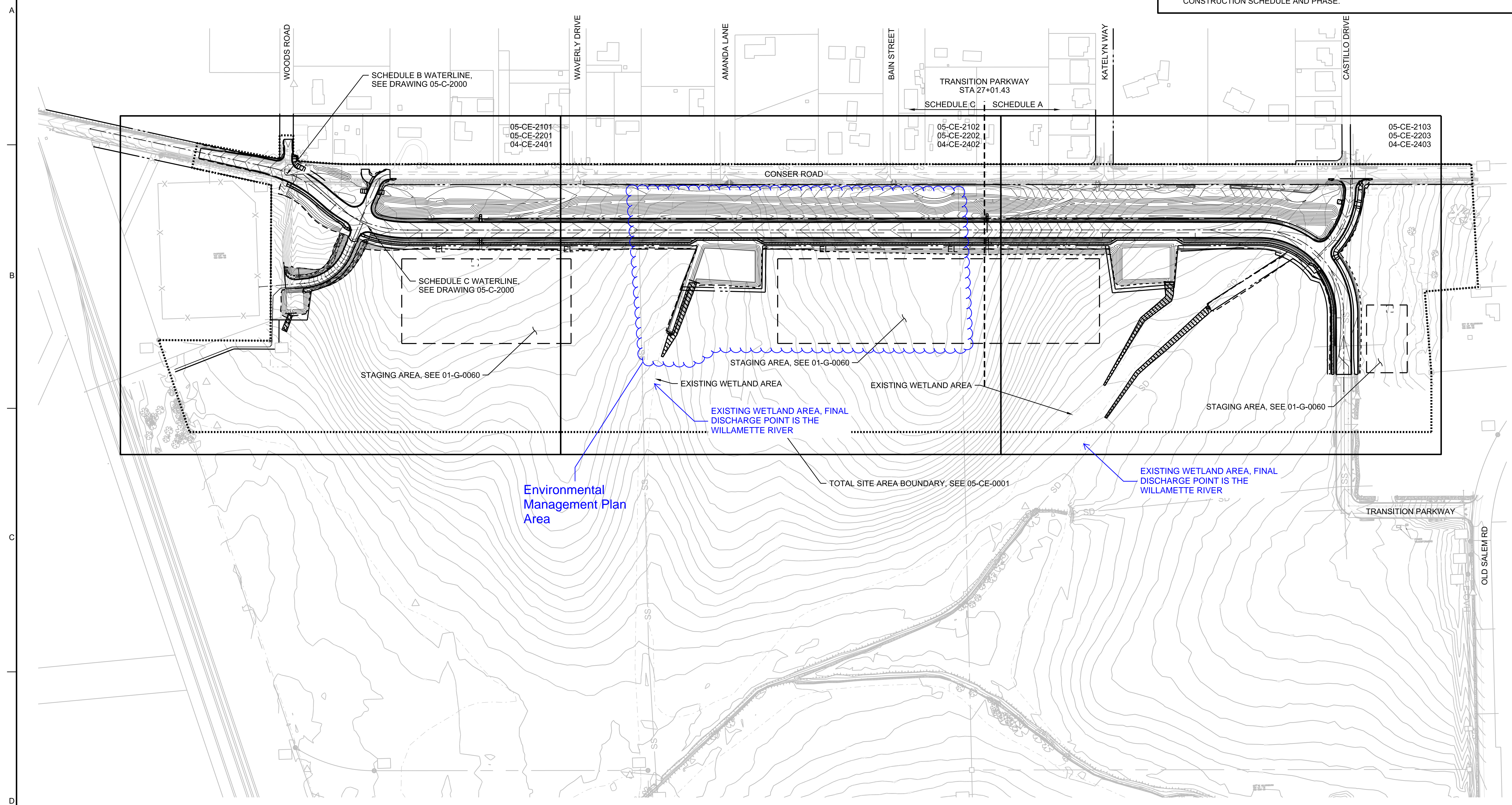
EROSION AND SEDIMENT CONTROL
GENERAL NOTES

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	MAY 2024
PROJ	D3395316
DWG	05-CE-0001
SHEET	12 of 161

ISSUED FOR BID

GENERAL NOTES

- THIS PROJECT CONSISTS OF THREE CONSTRUCTION SCHEDULES SHOWN ON THIS OVERALL PLAN AND NOTED BELOW:
 -SCHEDULE A: CONSTRUCT ALL PROPOSED WORK AS SHOWN ON PLANS.
 -SCHEDULE B: CONSTRUCT WATERLINE INCLUDING ASSOCIATED TRENCHING, BACKFILL, ANCHOR WALLS, AND FITTINGS.
 -SCHEDULE C: CONSTRUCT ALL PROPOSED WORK AS SHOWN ON PLANS, BARRING SCHEDULE B WATERLINE.
- CONTRACTOR SHALL INSTALL EROSION CONTROL MATERIALS AS NEEDED TO MEET ALL APPLICABLE PERMIT REQUIREMENTS DURING THE ENTIRE DURATION OF EACH CONSTRUCTION SCHEDULE AND PHASE.

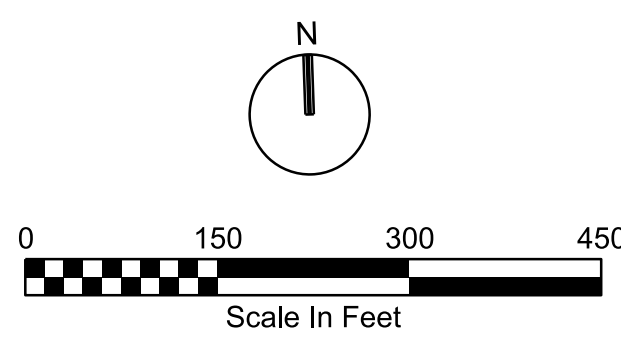


NO.	DATE	DR	CHK	REVISION	BY

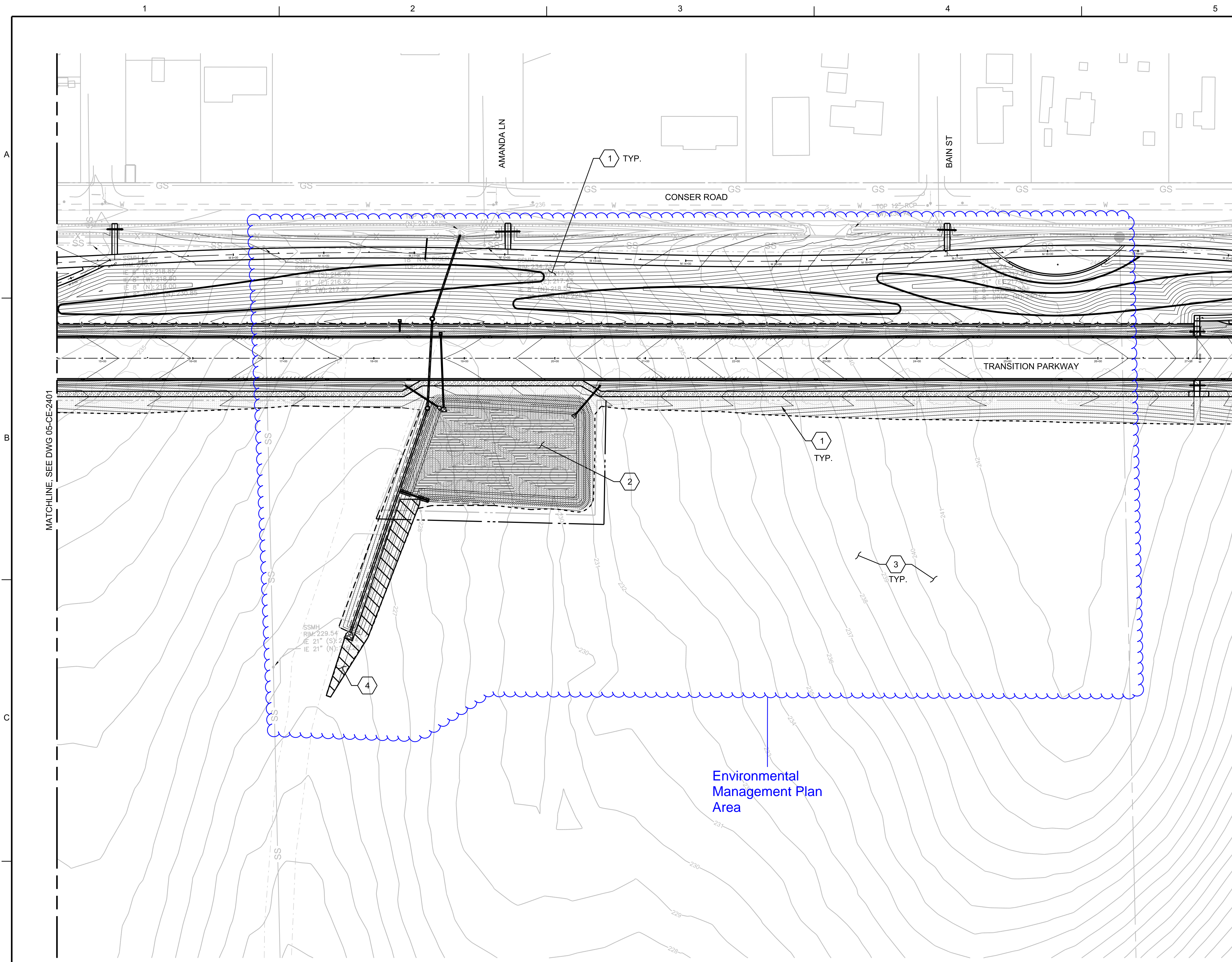
TRANSITION PARKWAY AND LINEAR PARK
 MILLERSBURG, OR
 CITY OF MILLERSBURG
 MILLERSBURG, OR

Jacobs
 EROSION AND SEDIMENT CONTROL
OVERALL KEYPLAN

VERIFY SCALE	
BAR IS ONE INCH ON ORIGINAL DRAWING.	
DATE	MAY 2024
PROJ	D3395316
DWG	05-CE-2000
SHEET	13 of 161



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PLAN STA 14+00 TO 27+50
1"=60'

LEGEND

GRAVEL CONSTRUCTION ENTRANCE	
SILT FENCE	
COMPOST SOCK	
TEMPORARY PERIMETER SECURITY FENCE	
BIOFILTER BAG INLET BARRIER (INLET PROTECTION)	
BIOFILTER BAG IN DITCHES	
CONCRETE WASHOUT AREA	
TEMP STOCKPILE AREA	
EXISTING MAJOR CONTOUR	
EXISTING MINOR CONTOUR	
DRAINAGE FLOW ARROWS	
PROPERTY LINES	
ROW LINES	
WETLAND REMOVAL	
WETLAND LIMITS	
EROSION CONTROL BLANKETS	

SHEET KEYNOTES

1. STABILIZE AND RESTORE AREA WITH PERMANENT GRASS AND PLANTS AS SHOWN ON THE LANDSCAPE PLANS.
2. STABILIZE AND SEED STORMWATER RAINGARDEN AS SHOWN ON LANDSCAPE PLANS AND AS SPECIFIED.
3. AFTER REMOVAL OF STAGING AREA GRAVEL, RESTORE AREA WITH PERMANENT GRASS AS SPECIFIED.
4. EROSION CONTROL BLANKET IN DITCH TO REMAIN.

FINAL STABILIZATION NOTES

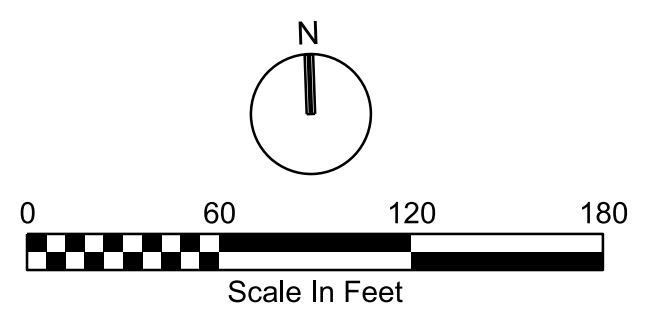
1. ALL PERIMETER FENCING, SEDIMENT FENCING, AND BIOFILTER BAG CHECK DAMS AND INLET PROTECTION BMP'S TO BE REMOVED UPON COMPLETION OF THIS CONSTRUCTION PHASE.
2. ALL TEMPORARY FACILITIES TO BE REMOVED AND ALL SITE RESTORATION WORK COMPLETED DURING THIS CONSTRUCTION PHASE.
3. NEW LANDSCAPE PLANTINGS SHOWN SCREENED FOR CLARITY, SEE LANDSCAPE PLANS FOR PLANTING REQUIREMENTS.
4. FOR GENERAL EROSION CONTROL NOTES AND CONSTRUCTION SCHEDULES, REFER TO DRAWING 01-G-0010 AND 05-C-2000.

NO.	DATE	DR	CHK	REVISION	BY	APVD

TRANSITION PARKWAY AND LINEAR PARK
MILLERSBURG, OR
CITY OF MILLERSBURG
MILLERSBURG, OR

Jacobs
EROSION AND SEDIMENT CONTROL
PHASE 4 PLAN
FINAL STABILIZATION
STA 16+00 TO 32+00

VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE	MAY 2024
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DWG	05-CE-2402
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Environmental Management Plan Consent Decree

Environmental Management Plan for City of Millersburg Transition Parkway & Linear Park Project

Date: May 3, 2024
Project name: Transition Parkway & Linear Park
Project no: D3395316
Prepared by: Austin Sittel, PE

1100 NE Circle Blvd suite 300, Corvallis,
OR 97330
T 971.237.5193

The Soil Amendment Area (SAA), located on Conser Road NE in Millersburg, Oregon, spans approximately 41 acres. In 1975 and 1976, the Oregon Department of Environmental Quality (DEQ) issued a solid waste permit for a one-time application of lime solids from ATI's (formerly Teledyne Wah Chang) wastewater treatment system as an experimental agricultural soil amendment. The solids applied to the soil, contained Naturally Occurring Radioactive Material (NORM) from zircon sands processing, which resulted in the SAA's inclusion in the National Priorities List (NPL) by the Environmental Protection Agency (EPA) in 1983. Ownership of the SAA was transferred to the City of Millersburg in 1990 and in 2006 the City entered a Consent Decree between the City, EPA, DEQ, and ATI.

From prior to 1975 to today, the SAA has been used for crop production; there are no restrictions on farming activities, including plowing, tiling, and use of crops. Because the solids were applied as an agricultural amendment, it is expected that any NORM is contained primarily in the upper 18 inches of the soil, where planting and plowing activities take place. Subsequent site investigations have confirmed this.

The Transition Parkway & Linear Park Project, initiated by the City of Millersburg, aims to develop infrastructure to support future industrial development. The project will impact a portion of the SAA area and is scheduled to issue Notice to Proceed to the construction contractor in September of 2024, and includes:

- Arterial road construction
- Stormwater management facilities
- Extension of water utilities
- Linear park development, including a multi-use path

Construction activities entail grading, utility installation, roadway construction, and park development across 26.79 acres (5.2 acres within the SAA), including clearing/staging areas and stormwater control areas such as rain gardens. All disturbed surfaces will be replaced or improved, and stormwater runoff will be treated prior to discharge.

The Transition Parkway & Linear Park Project encompasses various construction activities to develop the essential infrastructure. Roadway construction involves excavation, grading, sub-base preparation, and the installation of asphalt or concrete pavement to create a durable road surface. The project includes the installation of ductile iron and HDPE pipelines. For pipelines, trenches will be excavated, followed by the placement of suitable bedding material and the installation of pipes, which will then be backfilled and compacted. The construction includes the development of a linear park, comprising the construction of a concrete multi-use path, and landscaping along it. All construction activities will adhere to relevant regulations and permit requirements to ensure environmental protection and safety throughout the project.

The erosion control approach for the project involves the implementation of standard Best Management Practices (BMPs) to mitigate environmental impacts during construction. These measures include:

- Gravel construction site entrances
- Sediment fencing
- Fiber rolls
- Erosion control blankets
- Hydroseeding mulch
- Concrete washouts
- Inlet protection for catch basins
- Compost socks for drainage ditches
- Hydroseeding for soil stabilization

Onsite erosion control monitoring will ensure compliance with the approved erosion control plan.

The existing regulatory framework addresses potential environmental concerns, and the proposed construction activities comply with the requirements outlined in the Consent Decree and regulatory guidelines. The Consent Decree permits earth moving and site grading activities without mitigation requirements related to potential discharges to aqueous sources.

The Technical Memorandum from Radian Consulting Group summarize findings and requirements from the Consent Decree and Record of Decision.

The ODOE letter confirms that the SAA soils pass the leachability test described in OAR 345-050-0038.

Therefore, the City of Millersburg is proposing site specific treatment of construction stormwater discharge is not needed, and standard erosion control BMPs are satisfactory.

Attachments:

1. City of Millersburg Consent Decree, United States District Court, District of Oregon
2. ODOE Letter Department interpretation on Millersburg Soil Amendment Area (SAA) status (June 16, 2022)
3. Technical Memorandum Radiological Aspects of 1200-C Permit for the SAA Property in Millersburg, OR by Radian Consulting Group, LLC (April 25, 2024)

Environmental Management Plan TM

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Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

UNITED STATES OF AMERICA and
THE STATE OF OREGON,

Plaintiffs,

v.

CITY OF MILLERSBURG, OREGON

Defendant.

CIVIL ACTION NO. 06-6069-TC

CONSENT DECREE

UNITED STATES ATTORNEY
DISTRICT OF OREGON
588 SOUTHWEST 5TH AVENUE, SUITE 1000
PORTLAND, OREGON 97204-2024

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I. BACKGROUND

A. On April 4, 1997, the United States, on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), and the State of Oregon ("State") by and through the Director of the Oregon Department of Environmental Quality ("DEQ"), filed a complaint against Teledyne Wah Chang Albany ("Teledyne"), the assumed business name for Teledyne Industries Inc., pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, seeking injunctive relief requiring cleanup of the Teledyne Wah Chang Albany Superfund Site in Millersburg, Oregon (the "Site") and recovery of response costs that have been and will be incurred by the United States in connection with the Site.

B. The City of Millersburg, Oregon ("the City" or "Settling Defendant") owns certain real property at the Site commonly referred to as the Soil Amendment Area. Through a deed agreement Teledyne Wah Chang conducted a property transfer and exchanged property with the City between March 1989 and March 1990. The City acquired the Soil Amendment Area and Teledyne acquired property contiguous to its Farm Ponds Area. In 1975 and 1976, Teledyne obtained solid waste permits from the Oregon Department of Environmental Quality to use solids from the primary wastewater treatment plant experimentally as a soil amendment. The solids were applied to the Soil Amendment Area once in 1976. The solids contained low levels of metals, radionuclides and organic compounds. Radium-226 and radium-228 concentrations in surface soil averaged approximately 2.5 and 1.8 pci/g respectively. A Remedial Investigation and Feasibility Study ("RI/FS") at the site subsequently indicated that the radionuclide contamination in the Soil Amendment Area could result in an unacceptable risk from radon inhalation in buildings constructed on this area, and that organic compounds are above levels that would allow unrestricted use of the property. Application of radioactive solids to the Soil Amendment Area occurred prior to the City's acquisition of the property.

C. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Teledyne

1
2 Wah Chang Facility on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by
3 publication to the Federal Register in October, 1983. 48 Fed. Reg. 40658.

4 D. In response to a release or a substantial threat of a release of a hazardous substance
5 at or from the Site, Teledyne commenced a Remedial Investigation and Feasibility Study ("RI/FS") for
6 the Site pursuant to 40 C.F.R. Part 300.430 under a Consent Agreement and Consent Order filed March
7 4, 1987.

8 E. In 1993, Teledyne completed an RI/FS Report and in 1995 an Addendum 1-
9 Radiological Survey incorporating external gamma and ambient outdoor radon measurements.

10 F. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the
11 completion of the FS and of the proposed plan for remedial action on August 25, 1993, in a major local
12 newspaper of general circulation. EPA provided an opportunity for written and oral comments from the
13 public on the proposed plan for remedial action. A copy of the transcript of the public meeting is
14 available to the public as part of the administrative record upon which the Regional Administrator based
15 the selection of the response action. In response to public comment, EPA modified the groundwater
16 remedy and deferred remediation of surface and subsurface soils to a separate operable unit. On July
17 21, 1995 EPA issued a proposed plan for soils remediation and provided an opportunity for public
18 comment.

19 G. The decisions by EPA on the remedial action implemented at the Site are embodied
20 in two final Records of Decision ("ROD's"), one for the Groundwater and Sediments Operable Unit,
21 executed on June 10, 1994, and one for the Surface and Subsurface Soils Operable Unit, executed on
22 September 27, 1995, on which the State of Oregon had a reasonable opportunity to review and comment
23 and on which the State of Oregon gave its concurrence. The RODs include EPA's explanation for any
24 significant differences between the final plans and the proposed plans as well as responsiveness
25 summaries to the public comments. Notice of the final plans was published in accordance with Section
26 117(b) of CERCLA.

1
2 H. In October of 1996, EPA, the Oregon Department of Environmental Quality and
3 Teledyne Wah Chang entered into a Consent Decree ("Teledyne Consent Decree") implementing the
4 decisions regarding cleanup outlined in the two RODs addressing both the Groundwater and Sediments
5 Operable Unit and the Surface and Subsurface Soils Operable Unit.

6 I. The Teledyne Consent Decree provides for remediation of contaminated soils and
7 groundwater at the Site and for payment of the United States' response costs in connection with this
8 work. EPA and DEQ have determined that settlement with the City pursuant to CERCLA, 42 U.S.C.
9 § 9622(g) (1)(B), which is embodied in this Consent Decree, is practicable and in the public interest.

10 J. This Consent Decree is being filed concurrently with a complaint against the City
11 which seeks access for EPA and DEQ to certain portions of the Site in order to implement the remedial
12 objectives of the Teledyne Consent Decree. The complaint also seeks the application of certain
13 environmental protections on the Soil Amendment Area, as reflected in the Scope of Work (SOW) and
14 SOW Exhibit A, the Environmental Protection Easement and Equitable Servitude, required by paragraph
15 9 herein, in order to maintain the integrity of the remedial work being performed at the Site.

16 K. The parties recognize and the Court, by entering this Consent Decree, finds that
17 settlement of this case without admission or adjudication of any issue of fact or law will expedite
18 cleanup of the Site and avoid expensive and time-consuming litigation between and among the parties
19 and that entry of this Consent Decree, therefore, is in the public interest.

20 NOW, THEREFORE, with the consent of the parties, it is ORDERED, ADJUDGED,
21 AND DECREED as follows:

22 II. JURISDICTION

23 1. This Court has jurisdiction over the subject matter of this action pursuant to 28
24 U.S.C. §§ 1311 and 1345, and 43 U.S.C. §§ 9606, 9607, 9613 and 9622, and the parties to this Consent
25 Decree. The parties agree to be bound by the terms of this Consent Decree and will not contest its
26

1
2 validity in this or any subsequent proceeding to implement or enforce its terms.

3
4 **III. PARTIES BOUND**

5 2. The parties to this Consent Decree are the United States, the State of Oregon, and
6 the City of Millersburg, Oregon (the "parties"), and this Decree shall apply to and be binding upon the
7 United States, the State, and the City and its officials, employees, agents and assigns.

8
9 **IV. DEFINITIONS**

10 3. Unless otherwise expressly provided herein, terms used in this Consent Decree
11 which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning
12 assigned to them in the statute or in such regulations.

13 4. "Teledyne Consent Decree" shall mean the consent decree entered between the
14 United States and the State of Oregon and Teledyne. The Teledyne Consent Decree is to be construed
15 in pari materia with this Consent Decree.

16 5. "Site" shall mean the Teledyne Wah Chang Albany Superfund Site, consisting of
17 a main plant area, encompassing approximately 110 acres, and a farm ponds area, encompassing
18 approximately 115 acres, located in Millersburg, Linn County, Oregon. A portion of the site is owned
19 by the City of Millersburg. The boundaries of the Site are identified in the map attached to this Consent
20 Decree as Appendix A. The portion of the Teledyne Site owned by the City to which the SOW and the
21 Environmental Protection Easement and Equitable Servitude provided for in Section V of this Decree
22 applies is described more fully in the Warranty Deed attached to the map in Appendix A and also
23 identified below as:

24 Beginning at a point on the Southerly right of way of County Road No.
25 34 said point also being North 89°49'00" West 2475.00 feet and South
26 1°08'13" East 30.00 feet from the Northeast corner of the Isaac Miller, Sr.
Donation Land Claim No. 46 in Township 10 South, Range 3 West of the
Willamette Meridian, Linn County, Oregon; and running thence South

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1°08'13" East a distance of 1854.98 feet; thence South 89°52'40" East 955.93 feet; thence North 1°08'13" West 1853.94 feet to said Southerly right of way; thence along said right of way North 89°49'00" West 955.95 feet to the true place of beginning.

V. GENERAL PROVISIONS

6. The objectives of the Parties in entering into this Consent Decree are: (a) to protect public health and welfare and the environment at the Site by the design and implementation of response actions at the Site by the Settling Defendant; (b) to reimburse certain response costs of the Plaintiffs; and (c) to resolve the claims of Plaintiffs against Settling Defendant as provided in this Consent Decree, including, but not limited to claims for Past Response Costs, Interim Response Costs, and Future Response Costs.

VI. PERFORMANCE OF THE WORK BY SETTLING DEFENDANT; ACCESS AND INSTITUTIONAL CONTROLS

7. In order to implement the provisions of the Teledyne Consent Decree and to protect the integrity of the remedy to be performed thereunder, the City shall implement remedial design, remedial action and other activities in accordance with requirements, schedules and time frames set forth in the Consent Decree and the SOW. The SOW is incorporated into this Consent Decree at Appendix B and is enforceable under this Consent Decree. As long as it owns the property, the City shall also provide the United States, (including EPA), the State of Oregon (including DEQ), and their respective contractors and representatives, access to those properties described in Paragraph 5 of this decree, for purposes of performing or monitoring the remedial action at the Site.

8. Within 180 days of entry of this Consent Decree, the City shall submit for recording by the County Clerk's Office, Linn County, Oregon, an Environmental Protection Easement and Equitable Servitude substantially in the form of Exhibit A to the SOW. The Environmental Protection Easement and Equitable Servitude shall:

1
2 (a) provide access to the City's property, the Soil Amendment Area, for the
3 purposes outlined in Paragraph 6 of this Consent Decree and as set forth in the SOW Exhibit A; and

4 (b) provide for restrictions on use of the property, as set forth in the SOW Exhibit
5 A.

6 9. Within 15 days after such recording, the City shall submit a copy of the
7 Environmental Protection Easement and Equitable Servitude, as recorded, to EPA and DEQ.

8 10. Any portion of the Site which is owned by the City may be freely conveyed,
9 provided, however, that any deed or other instrument of conveyance shall contain easements and
10 equitable servitudes to the same effect as those required in SOW Exhibit A to this Consent Decree. In
11 the event of any such conveyance, the City shall notify EPA and DEQ within 30 days after closing and
12 shall provide EPA and DEQ with a copy of the deed or other instrument of conveyance. If, in addition
13 to the Easement and Equitable Servitude, zoning and building code restrictions substantially in the form
14 attached as Exhibit B to the SOW are not in place, the City, shall not construct, or allow to be
15 constructed, any buildings on the property until radium-contaminated soil is excavated and appropriately
16 disposed of in accordance with Exhibit C of the SOW.

17 11. The parties understand and agree that the Environmental Protection Easement and
18 Equitable Servitude described in SOW Exhibit A to this Consent Decree may only be modified or
19 terminated in whole or in part, upon filing of a release executed by the U.S. Environmental Protection
20 Agency and the Grantee.

21 12. The City recognizes that implementation of response actions at the Site may
22 interfere with the use of its property. The City shall cooperate with EPA and DEQ in implementation of
23 response actions at the Site and shall not interfere with such response actions. Nothing in this Consent
24 Decree shall be construed to relieve the City of its duty to exercise due care with respect to hazardous
25 substances at the Site or its duty to comply with all applicable regulations.

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VII. PAYMENT FOR RESPONSE COSTS

13. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States and the State paid at or in connection with the Site through May 10, 2005. Within 30 days of the effective date of this Consent Decree, the City shall pay to the EPA Hazardous Substance Superfund \$91,964.95 in full reimbursement, including interest, of all Past Response Costs, by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice ("DOJ") referencing U.S.A.O. file number 2005V00747, the EPA Region and Site/Spill ID #105P, and DOJ case number 90-11-2-558/1. Payment shall be made in accordance with instructions provided to the City by the Financial Litigation Unit of the United States Attorney's Office for the District of Oregon following lodging of this Consent Decree. Payments by EFT must be received at the U.S. DOJ lockbox bank before 11:00 a.m. (Eastern Time) to be credited on that day. The City shall send notice that such payment has been made to the United States as specified in Section XIV (Notices And Submissions).

14. The State's Response Costs are currently funded through a Multi-Site Cooperative Agreement between the United States and the State. The United States and the State expect that this funding mechanism will remain in place throughout the duration of this Consent Decree. In the event that any or all of the State's Response Costs are not reimbursed through the Multi-Site Cooperative Agreement, however, the parties agree that the State's Response Costs shall be reimbursed by the City in the manner set forth herein. Specifically, the City shall reimburse the State for all State Future Response Costs not inconsistent with the National Contingency Plan. The State will send the City a bill requiring payment that includes a detailed itemized statement on a periodic basis. The City shall make such payments within 30 days of receipt of each bill requiring payment except as otherwise provided.

15. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States and the State incur in reviewing or developing plans, reports and other items pursuant to this Consent Decree, verifying the Work, or otherwise implementing, overseeing, or enforcing this Consent Decree, including, but not limited to, payroll costs, contractor costs, travel

1 costs, laboratory costs, the costs incurred pursuant to Sections VII, IX (including, but not limited to, the
2 cost of attorney time and any monies paid to secure access and/or to secure or implement institutional
3 controls including, but not limited to, the amount of just compensation). In addition, Future Response
4 Costs shall include those Interim Response Costs that are incurred pursuant to 42 U.S.C. §§ 9607(a)
5 between May 10, 2005 and the Effective Date. "Interim Response Costs" shall mean all costs, including
6 direct and indirect costs (a) paid by the United States and/or the State in connection with the Site between
7 May 10, 2005 and the Effective Date, or (b) incurred prior to the Effective Date but paid after that date.
8 The City shall reimburse the EPA Hazardous Substance Superfund for all Future Response Costs not
9 inconsistent with the National Contingency Plan. The United States will send the City a bill requiring
10 payment that includes a Superfund Cost Recovery Package and On-Line System (SCORPIOS) itemized
11 cost summary report on a periodic basis. The City shall make all payments within 30 days of the City's
12 receipt of each bill requiring payment. The City shall make all payments required by this Paragraph in
13 the form of a certified or cashier's check or checks made payable to "EPA Hazardous Substance
14 Superfund" and referencing the EPA Region and Site/Spill ID #105P, the DOJ case number 90-11-2-
15 558/1 and the name and address of the party making payment. The City shall send the certified check(s)
16 to:

17
18 Mellon Bank
19 EPA Region 10 Superfund
P.O. Box 371099M
Pittsburgh, PA 15251

20 and shall send copies of the check(s) to the United States as specified in Section XIV (Notices And
21 Submissions).

22 VIII. CIVIL PENALTIES

23 16. In addition to any other remedies or sanctions available to the United States and the
24 State, the City, pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and the Penalty Inflation
25 Adjustment Act of 1990, 28 U.S.C. § 2461, as amended by the Debt Collection Improvement Act of
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27 UNITED STATES ATTORNEY
28 DISTRICT OF OREGON
888 SOUTHWEST 5TH AVENUE, SUITE 1000
PORTLAND, OREGON 97204-2024

1 1996, 31 U.S.C. § 2701, may be subject to a civil penalty of up to \$27,500 per day for each failure or
2 refusal to comply with any term or condition of this Consent Decree.

3 **IX. COVENANTS NOT TO SUE BY PLAINTIFFS**

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5 17. Except as specifically provided in Paragraph 18 below, the United States and the
6 State covenant not to sue or take administrative action against the City for reimbursement of response
7 costs for injunctive relief, or for any other relief pursuant to Section 106 or 107 of CERCLA, 42 U.S.C.
8 §§9606 or 9607, and the State covenants not to sue pursuant to ORS 465.200 to 465.545 and 465.900,
9 arising from conditions at the Site existing as of the date of entry of this Consent Decree. This covenant
10 not to sue is conditioned on compliance with this Consent Decree and shall take effect upon the later of
11 receipt by EPA and DEQ of payment of Past Response Costs or receipt by EPA and DEQ of a copy of
12 the Environmental Protection Easement and Equitable Servitude (Exhibit A to the SOW), as recorded,
13 as required pursuant to Paragraph 9 of this Consent Decree. Upon written request by the City, and upon
14 verification that the City has satisfactorily completed payment of Past Response Costs and recording of
15 the Easement and Equitable Servitude, EPA and DEQ will so certify in writing. This covenant not to
16 sue extends only to the City and to no other person or entity.

17 18. General reservations. The United States and the State reserve, and this Consent
18 Decree is without prejudice to, all rights against the City with respect to all matters not expressly included
19 within the covenant not to sue in Paragraph 17 of this Consent Decree. Notwithstanding any other
20 provision of this Consent Decree, the United States and the State reserve all rights against the City with
21 respect to:

- 22 i. claims based on a failure by the City to meet a requirement of this Consent
23 Decree;
24 ii. liability, if any, arising from the past, present, or future disposal, release,
25 or threat of release of Waste Material outside of the Site;
26 iii. liability based upon the City's transportation, treatment, storage, or

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disposal, or the arrangement for the transportation, treatment, storage, or disposal of Waste Material at or in connection with the Site, other than as provided in the ROD, allowed by the SOW (including earth moving activities within the site associated with development or construction) or otherwise ordered by EPA, after signature of this Consent Decree by the City;

- iv. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- v. criminal liability; and
- vi. liability for violations of federal or state law which occur during or after implementation of the Remedial Action.

X. COVENANTS BY SETTLING DEFENDANT

19. Covenant Not to Sue. Subject to the reservations in Paragraph 20, the City hereby covenants not to sue and agrees not to assert any claims or causes of action against the United States or the State with respect to the Site, Past and Future Response Costs, as defined herein, or this Consent Decree, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, the state Hazardous Substance Remedial Action Fund pursuant to ORS 465.260(7), or any other provision of law;

b. any claims against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site; or

c. any claims arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the Constitution of Oregon, the Tucker Act,

1 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law.

2
3 These covenants not to sue shall not apply in the event that the United States or the State
4 brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 18 (ii) - (iv),
5 but only to the extent that the City's claim arises from the same response action, response costs, or
6 damages that the United States or the State is seeking pursuant to the applicable reservation.

7 20. The City reserves, and this Consent Decree is without prejudice to, claims against
8 the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, for
9 money damages for injury or loss of property or personal injury or death caused by the negligent or
10 wrongful act or omission of any employee of the United States while acting within the scope of his office
11 or employment under circumstances where the United States, if a private person, would be liable to the
12 claimant in accordance with the law of the place where the act or omission occurred. However, any such
13 claim shall not include a claim for any damages caused, in whole or in part, by the act or omission of any
14 person, including any contractor, who is not a federal employee as that term is defined in 28 U.S.C.
15 § 2671; nor shall any such claim include a claim based on EPA's selection of response actions, or the
16 oversight or approval of the City's plans or activities. The foregoing applies only to claims which are
17 brought pursuant to any statute other than CERCLA and for which the waiver of sovereign immunity is
18 found in a statute other than CERCLA.

19 21. Nothing in this Consent Decree shall be deemed to constitute preauthorization of
20 a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

21 **XI. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION**

22 22. Subject to the reservation of rights in Paragraph 18 of this Consent Decree, the
23 United States and the State agree that, by entering into and carrying out the terms of this Consent Decree,
24 the City will have resolved its liability for the matters set forth in the United States' and the State's
25 covenants not to sue set forth in Paragraph 17 of this Decree and shall be entitled to such protection from
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1 contribution actions or claims as is provided in Sections 113(f)(2) of CERCLA, 42 U.S.C. §§ 9613(f)(2),
2 and ORS 465.325(6)(b). The "matters addressed" in this Consent Decree are all response actions taken
3 or to be taken and all response costs incurred pursuant to this Consent Decree or to be incurred, at or in
4 connection with the Site, by the United States, the State, their agents, assignees or contractors.
5

6 **XII. ACCESS TO INFORMATION**

7
8 23. The City shall provide to EPA and DEQ, upon request, copies of all documents and
9 information within its possession or control or that of its contractors or agents relating to activities at the
10 Soil Amendment Area or to the implementation of this Consent Decree, including, but not limited to,
11 sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic
12 routing, correspondence, or other documents or information related to the Work. The City shall also
13 make available to EPA and DEQ, for purposes of investigation, information gathering, or testimony, its
14 employees, agents, or representatives with knowledge of relevant facts concerning the performance of
15 the Work required under this Consent Decree.

16 **Business Confidential and Privileged Documents.**

17 24. The City may assert confidentiality claims covering part or all of the documents or
18 information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in
19 accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b).
20 Documents or information determined to be confidential by EPA will be afforded the protection specified
21 in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information
22 when they are submitted to EPA and the State DEQ, or if EPA has notified the City that the documents
23 or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R.
24 Part 2, Subpart B, the public may be given access to such documents or information without further notice
25 to the City.

26 25. The City may assert that certain documents, records and other information are

1 privileged under the attorney-client privilege or any other privilege recognized by federal law. If the City
2 asserts such a privilege in lieu of providing documents, it shall provide the Plaintiffs with the following:
3 (1) the title of the document, record, or information; (2) the date of the document, record, or information;
4 (3) the name and title of the author of the document, record, or information; (4) the name and title of each
5 addressee and recipient; (5) a description of the contents of the document, record, or information; and (6)
6 the privilege asserted by the City. However, no documents, reports or other information created or
7 generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they
8 are privileged.
9

10 26. No claim of confidentiality shall be made with respect to any data, including, but
11 not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering
12 data, or any other documents or information evidencing conditions at or around the Site.

13 **XIII. RETENTION OF RECORDS**

14 27. Until 10 years after the City's receipt of EPA's certification pursuant to paragraph
15 17, the City shall preserve and retain all non-identical copies of records and documents (including records
16 or documents in electronic form) now in its possession or control or which come into its possession or
17 control that relate in any manner to its liability under CERCLA with respect to the Site. As the property
18 owner, the City must retain, in addition, all documents and records that relate to the liability of any other
19 person under CERCLA with respect to the Soil Amendment Area. The City must also retain, and instruct
20 its contractors and agents to preserve, for the same period of time specified above all non-identical copies
21 of the last draft or final version of any documents or records (including documents or records in electronic
22 form) now in its possession or control or which come into its possession or control that relate in any
23 manner to the performance of the Work, provided, however, that the City (and its contractors and agents)
24 must retain, in addition, copies of all data generated during the performance of the Work and not
25 contained in the aforementioned documents required to be retained. Each of the above record retention
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1 requirements shall apply regardless of any corporate retention policy to the contrary.

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3 28. At the conclusion of this document retention period, the City shall notify the United
4 States and the State at least 90 days prior to the destruction of any such records or documents, and, upon
5 request by the United States or the State, the City shall deliver any such records or documents to EPA and
6 DEQ. The City may assert that certain documents, records and other information are privileged under
7 the attorney-client privilege or any other privilege recognized by federal law. If the City asserts such a
8 privilege, it shall provide the Plaintiffs with the following: (1) the title of the document, record, or
9 information; (2) the date of the document, record, or information; (3) the name and title of the author of
10 the document, record, or information; (4) the name and title of each addressee and recipient; (5) a
11 description of the subject of the document, record, or information; and (6) the privilege asserted by the
12 City. However, no documents, reports or other information created or generated pursuant to the
13 requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

14 29. The City hereby certifies that, to the best of its knowledge and belief, after
15 thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records,
16 documents or other information (other than identical copies) relating to its potential liability regarding
17 the Site since notification of potential liability by the United States or the State or the filing of suit against
18 it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant
19 to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA,
20 42 U.S.C. 6927.

21 **XIV. NOTICES AND SUBMISSIONS**

22 30. Whenever the Consent Decree requires written notice to be given or a document to
23 be sent by one party to another, it shall be directed to the individuals and addresses specified below, or
24 to such other individuals as the parties may hereafter designate in writing.

25 As to the United States:
26 Chief, Environmental Enforcement Section

27 UNITED STATES ATTORNEY
28 DISTRICT OF OREGON
888 SOUTHWEST 5TH AVENUE, SUITE 1000
PORTLAND, OREGON 97204-2024

1 Environment and Natural Resources Division
2 U.S. Department of Justice
3 P.O. Box 7611
4 Ben Franklin Station
5 Washington, D.C. 20044
6 Re: DJ #

7 As to EPA:
8 Ravi Sanga
9 Remedial Project Manager for
10 Teledyne Wah Chang Albany Superfund Site
11 Environmental Cleanup Office
12 U.S. Environmental Protection Agency Region 10
13 1200 Sixth Avenue, ECL-111
14 Seattle, Washington 98101

15 As to the State of Oregon:
16 Project Manager for
17 Teledyne Wah Chang Albany Superfund Site
18 Oregon Department of Environmental Quality
19 1102 Lincoln Street, Suite 210
20 Eugene, Oregon 97401

21 As to the City of Millersburg:
22 Clayton Wood, Mayor
23 City of Millersburg
24 4222 NE Old Salem Road
25 Albany, Oregon 97321

26 Forrest Reid, OSB#86084
27 Attorney for City of Millersburg
28 135 SW Fifth
P. O. Box 577
Albany, Oregon 97321

29 **XV. EFFECTIVE DATE; RETENTION OF JURISDICTION; MODIFICATION AND**
30 **ENFORCEMENT**

31. This Consent Decree shall be effective as of the day it is entered by the Court.
32. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Defendant for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or

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2 modification of this Consent Decree, or to effectuate or enforce compliance with its terms, or to
3 resolve disputes.

4 33. No material modifications shall be made to the SOW without written notification
5 to and written approval of the United States, the State, the City, and the Court, if such modifications
6 fundamentally alter the basic features of the selected remedy within the meaning of 40 C.F.R.
7 300.435(c)(2)(B)(ii). Modifications to the SOW that do not materially alter that document, or
8 material modifications to the SOW that do not fundamentally alter the basic features of the selected
9 remedy within the meaning of 40 C.F.R.300.435(c)(2)(B)(ii), may be made by written agreement
10 between EPA, DEQ, and the City.

11 34. No modification of this Consent Decree shall be binding unless it is in writing and
12 approved by this Court. Nothing herein shall be deemed to alter the Court's authority to enforce,
13 supervise, or approve modifications to this Consent Decree.

14 **XVI. APPENDICES**

15 35. The following appendices are attached to and incorporated into this Consent
16 Decree:

17 Appendix A is the description and/or map of the Site and the Warranty Deed with the
18 legal description of the portion of the Site owned by the City

19 Appendix B is the Scope of Work (SOW) with Exhibits A, B, C

20 SOW Exhibit A - Environmental Protection Easement and Equitable Servitude

21 SOW Exhibit B - Form of Radon Ordinance

22 SOW Exhibit C - Requirements for Remedial Design and Remedial Action
23 (RD/RA) for Soil Removal or Berming.
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XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

36. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with Section 122(d)(2) of CERCLA, 42 U.S.C. §9622(d)(2), and 28 C.F.R. §50.7. The United States and the State reserve the right to withdraw or withhold their consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that the Consent Decree is inappropriate, improper, or inadequate. The City consents to the entry of this Consent Decree without further notice.

37. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XVIII. SIGNATORIES/SERVICE.

38. Each undersigned representative of each Party to this Consent Decree, certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

39. The City hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States and the State have notified City in writing that they no longer support entry of the Consent Decree.

40. The City shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of the City with respect to all matters arising under or relating to this Consent Decree. The City hereby agrees to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

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XIX. FINAL JUDGMENT

41. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding among the parties with respect to the settlement embodied in the Consent Decree. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

42. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States and the State and the Settling Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

THE UNDERSIGNED PARTIES enter into this Consent Decree relating to the Teledyne Wah Chang Albany Superfund Site and submit it to the Court for approval and entry.

SO ORDERED THIS 19 DAY OF JUNE, 2005


UNITED STATES DISTRICT JUDGE

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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of the United States v. City of Millersburg, Oregon, relating to the Teledyne Wah Chang Albany Superfund Site.

FOR THE UNITED STATES OF AMERICA:

Date: Dec. 12, 2005



BRUCE S. GELBER
Section Chief
Environmental Enforcement Section
U.S. Department of Justice
601 D Street, NW
Washington, D.C. 20004




DAVID ASKMAN, Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
999 18th Street, Suite 945NT
Denver, Colorado 80202

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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of the United States v. City of Millersburg, Oregon, relating to the Teledyne Wah Chang Albany Superfund Site.

FOR THE UNITED STATES OF AMERICA (cont d.):

Date: 3.23.06



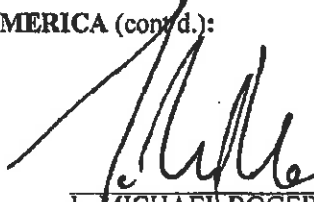
NEIL J. EVANS, OSB#87111
Assistant United States Attorney
District of Oregon
U.S. Department of Justice
888 Southwest 5th Avenue, Suite 1000
Portland, Oregon 97204-2024

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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of the United States v. City of Millersburg, Oregon, relating to the Teledyne Wah Chang Albany Superfund Site.

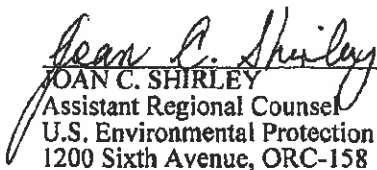
FOR THE UNITED STATES OF AMERICA (cont'd.):

Date: July 15, 2005



L. MICHAEL BOGERT
Regional Administrator
U.S. Environmental Protection Agency Region 10
1200 Sixth Avenue, RA-140
Seattle, Washington 98101

Date: 12/14/2005




JOAN C. SHIRLEY
Assistant Regional Counsel
U.S. Environmental Protection Agency Region 10
1200 Sixth Avenue, ORC-158
Seattle, Washington 98101
(206) 553-1037

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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of the United States v. City of Millersburg, Oregon, relating to the Teledyne Wah Chang Albany Superfund Site.

FOR THE STATE OF OREGON:

Date: 2/7/06


KERRI NELSON, ADMINISTRATOR
Oregon Department of Environmental Quality
Western Region
1102 Lincoln Street, Suite 210
Eugene, Oregon 97401

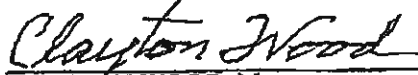
Date: 2-8-06

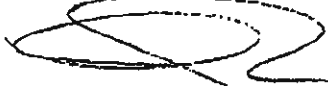

KURT BURKHOLDER, OSB#80465
Assistant Attorney General
Oregon Department of Justice
Natural Resources Section
1515 SW Fifth Avenue
Portland, Oregon 97201
(503) 229-5725


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THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of the United States v. City of Millersburg, Oregon, relating to the Teledyne Wah Chang Albany Superfund Site.

FOR CITY OF MILLERSBURG, OREGON:

Date: 2/16/2006

CLAYTON WOOD, Mayor
City of Millersburg
4222 N.E. Old Salem Road
Albany, Oregon 97321

Date: 2/16/2006

FORREST REID, OSB#86084
Attorney for City of Millersburg
135 SW Fifth
P. O. Box 577
Albany, Oregon 97321
(541) 926-3823

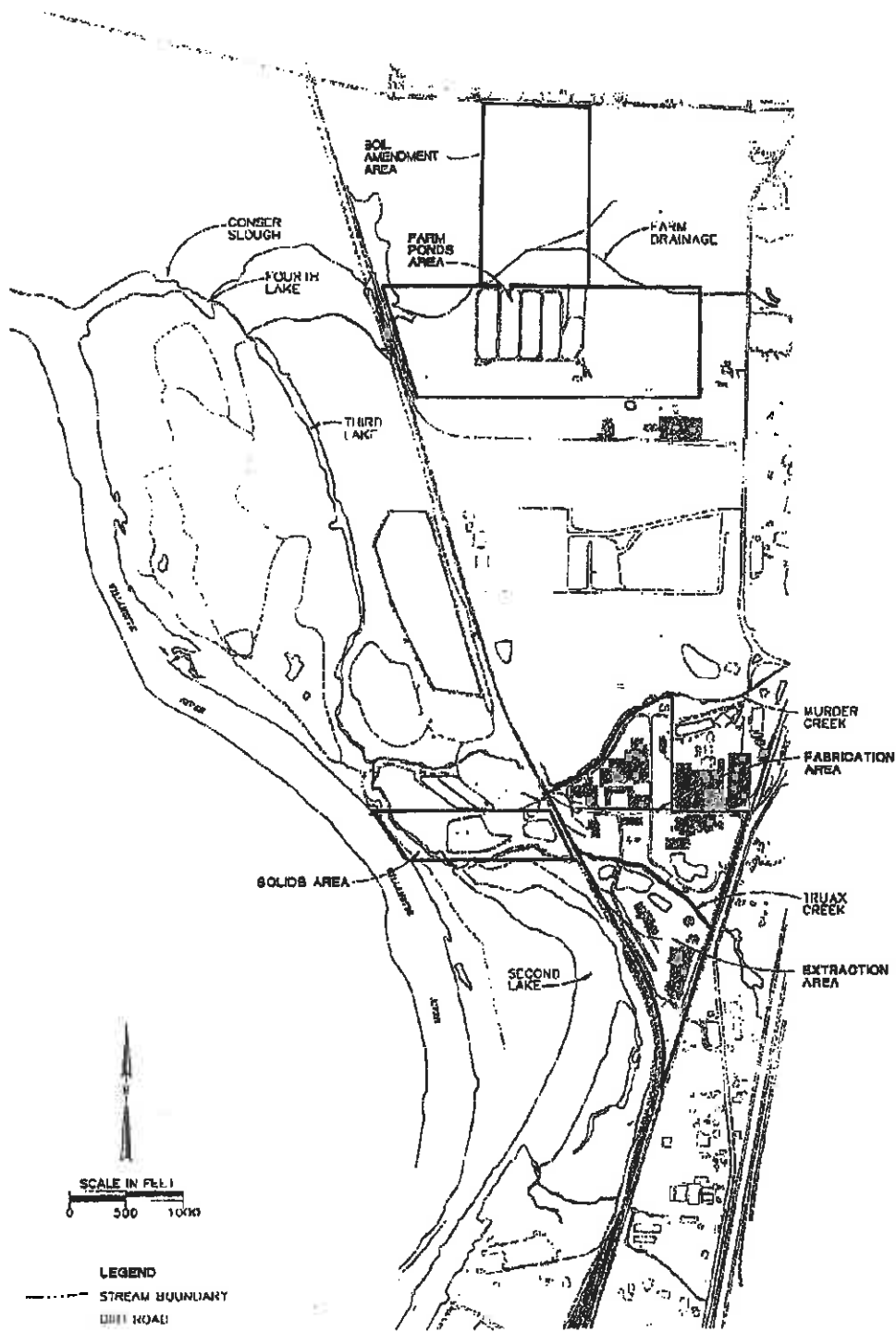
Date: 3/7/2006

PATRICIA DOST, OSB#90253
Schwabe Williamson & Wyatt
1211 SW Fifth Avenue
Suites 1600-1800
Portland, Oregon 97204-3795
(503) 796-2449

Agent Authorized to Accept Service on Behalf of Above-Signed Party:

Name: Forrest Reid
Title: Attorney for City of Millersburg
Address: PO BOX 557, Albany OR 97321
Tel. No.: 541.926.3823

Appendix A

Site Map



FIGURE

TELEDYNE WAH CHANG ALBANY
ALBANY, OREGON

Warranty Deed

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Teledyne Industries, Inc., a California corporation, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by the City of Millersburg, a municipal corporation of the State of Oregon, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Linn and State of Oregon, described as follows, to-wit:

Beginning at a point on the Southerly right of way of County Road No. 34 said point also being North 89°49'00" West 2475.00 feet and South 1°08'13" East 30.00 feet from the Northeast corner of the Isaac Miller, Sr. Donation Land Claim No. 46 in Township 10 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; and running thence South 1°08'13" East a distance of 1854.98 feet; thence South 89°52'40" East 955.93 feet; thence North 1°08'13" West 1853.94 feet to said Southerly right of way; thence along said right of way North 89°49'00" West 955.95 feet to the true place of beginning.

SAVE AND EXCEPT:

Said easement more particularly described as follows: Beginning at a 5/8" iron rod on the Easterly line of that tract described in Linn County Deed Records, MF 135-687, said rod being S1°08'13"E 1,856.44 feet, S88°51'17"W 30.04 feet and N89°53'15"W 1,488.97 feet from the Northeast corner of the Isaac Miller D.L.C. No. 46 in T10S, R3W, W.M., Linn County, Oregon. Thence N89°53'15"W 956.065 feet to a 5/8" iron rod on the most Easterly line of that tract described in Linn County Deed Records MF 379-278; thence along said Easterly line, N1°07'49"W 100.03 feet to a 5/8" iron rod; thence S89°53'15"E 956.06 feet to a 5/8" iron rod; thence S1°08'14"E 100.02 feet to the point of beginning. Containing 95,613 square feet more or less.

SUBJECT TO:

1. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.

2. An easement created by instrument, including the terms and provisions thereof,
Recorded : August 26, 1982
MF Volume: 318 Page: 873
In Favor of: City of Millersburg
(Over) : North and West 20 feet of Tax Lot 101

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except those of record, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$-0-, with the true considering being the exchange of other lands between grantee and grantor.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

In Witness Whereof, the grantor has executed this instrument this 22nd day of March, 1989; by the duly authorized corporate officer.

TELEDYNE WAH CHANG ALBANY,
a division of Teledyne
Industries Inc., a California
corporation

By: *W. H. P. P. P.*
Title: *President*

STATE OF OREGON)
) ss.
COUNTY OF LINN)

Date: March 22, 1989

Personally appeared A. E. Pissner, who being duly sworn did say that he is the President of Teledyne Wah Chang Albany, a division of Teledyne Industries, Inc., a California corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged the foregoing instrument to be its voluntary act and deed. Before me:

Patricia M. Sheahan
Notary Public for Oregon
My Commission Expires: 5/23/91

Grantor's Name and Address:

Teledyne Industries, Inc.,
P.O. Box 460
Albany, Oregon 97321

Assessor's Account No.:

Grantee's Name and Address:

City of Millersburg
4222 Old Salem Road N.E.
Albany, Oregon 97321

After recording return to:

Weatherford, Thompson,
Erickey & Quick, P.C.
P.O. Box 667
Albany, OR 97321

Until a change is requested all
tax statements shall be sent to:

City of Millersburg
4222 Old Salem Road N.E.
Albany, Oregon 97321

Appendix B

CITY OF MILLERSBURG, OREGON

SCOPE OF WORK For Implementation of Soil Amendment Area Remedy

I. Radon Requirements

If buildings are constructed in the Soil Amendment Area, migration of radon from the soil to indoor air could result in radon levels that would pose an unacceptable risk to building occupants. Modeling of radon levels that could occur in a hypothetical building that could be constructed in the future in the Soil Amendment Area indicated that radon levels could reach as high as 10.6 pCi/liter, which could cause an excess lifetime cancer risk as high as 2 in 1000. EPA's current recommended level for radon is 4 pCi/liter. Using a worker exposure scenario, this concentration equates to a risk of 6 excess cancers in 10,000. To abate this hypothetical risk associated with future construction in the Soil Amendment Area, remedial action is necessary.

II. Alternatives for Addressing Radium Contamination:

The City of Millersburg (the City) or a subsequent owner shall implement one or a combination of the following options in response to radium contamination in the Soil Amendment Area. If the City or a subsequent owner of the property elects to proceed under option B (Excavation of Contaminated Soil) or option C (Modeling for Certain Buildings) the City shall notify EPA and DEQ in advance. Unless and until the City provides EPA and DEQ subsequent notice that it is withdrawing the election, it shall proceed according to the election for the portion of the site affected by the election.

A. Radon-Resistant Construction Methods

Use radon-resistant construction methods in accordance with Section VI below. In all such buildings, the indoor air must be tested for radon, using EPA approved methods. If radon concentrations exceed 4 pCi/liter or exceed a more conservative risk-based, applicable standard promulgated or recommended by EPA in a published guidance document in effect at the time sampling is conducted (collectively, the "Indoor Air Standard"), additional controls will be required until the Indoor Air Standard is met.

B. Excavation of Contaminated Soil

Excavate radium-contaminated soil in accordance with Exhibit C until the concentrations of radium in the remaining soil are consistent with the soil action level specified in Exhibit C. background radium concentrations. If testing demonstrates that excavation of the contaminated soil has reduced radium 226 concentrations in the remaining soils to the soil action level, radon resistant construction methods and testing for radon will not be required in buildings that are constructed in the excavated areas. Acceptable soil disposal options for the excavated soil include disposal in an approved landfill permitted to receive such waste or onsite berming of the soil. Any contaminated soil

placed in on-site berms will be subject to the radon resistant control construction requirements described in A above and to zoning restrictions to prevent construction on the berms. Other options for disposal would require prior approval by EPA.

C. *Modeling for Certain Buildings.* For buildings for which radon controls are not appropriate (such as open-sided sheds and parking structures), demonstrate to EPA's satisfaction through estimates of indoor radon concentration, using methods approved by EPA and parameters which match the particular buildings to be constructed on the Soil Amendment Area, that the levels of radon in the buildings will be less than the Indoor Air Standard. If this demonstration is made to EPA's satisfaction, no radon controls or excavation will be required for the building. If any subsequent changes to the building would change the assumptions used in the initial modeling demonstration, the modeling and demonstration must be updated to EPA's satisfaction.

III. Record Keeping and Recording By the City

The City shall maintain records documenting the status of the remediation of the Soil Amendment Area. Records shall be available for inspection by the agencies and by the public and shall be provided to EPA and DEQ upon request. At a minimum, records shall include the RI/FS and the RODs for the Teledyne Wah Chang Superfund Site; this CD and SOW and all appendices and attachments thereto; all plans, reports, and other documents required to be prepared and submitted to the City in accordance with Sections II, IV, and VI and Exhibit C of this SOW, including a survey map of bermed soil, if any, and information on ownership, building construction, radon tests results and/or modeling for each building on the Soil Amendment Area.

IV. Access Easements and Restrictive Covenants That Run With The Land

Within 180 days of the effective date of this CD, the City shall record in the deed registry an Easement and Equitable Servitude in the form attached as Exhibit A to this SOW, which shall run with the real property described in Appendix A to the CD, shall be binding on all successors in title, and shall be enforceable by the City. The easement shall provide for access to the Soil Amendment Area at all reasonable times, for Wah Chang, EPA, DEQ, and their respective contractors and representatives and successor agencies, for the purposes of monitoring the remedial action at the Site. The equitable servitude shall, at a minimum, provide for the following restrictions on the use of the property and shall also require notice of these restrictions to lessees:

- A. As a result of radium concentrations in the soil that could lead to high radon levels in structures, the property shall not be used for residential purposes.
- B. Requirements to employ one or a combination of the alternative controls specified in Section II above.

V. Zoning And Development Requirements

If, in addition to the access easements and restrictive covenants, zoning and building code restrictions substantially in the form attached as Exhibit B to this SOW are not in place, the City shall not construct, or allow to be constructed, any buildings on the property until radium-contaminated soil is excavated and appropriately disposed of in accordance with Exhibit C of this SOW.

VI. Radon Mitigation Requirements For Buildings on the Soil Amendment Area

For any portions of the property for which the City does not elect to use option II.B (Excavation of Contaminated Soil) or option II.C (Modeling for Certain Buildings), the following provisions shall apply.

- A. **Initial Construction.** Buildings and/or other enclosed structures shall be designed and constructed consistent with EPA guidance and recommendations current at the time of construction for radon resistant construction. The current guidance is contained in *Radon Prevention in the Design and Construction of Schools and Other Large Buildings, June 1994 (EPA/625/R-92/016)* (the "Large Building Guidance"). Construction will utilize either: (1) active systems such as active soil depressurization ("ASD") or building pressurization as described in the Large Building Guidance or (2) passive soil depressurization combined with sealing of radon entry routes. ASD consists of a layer of coarse aggregate below the building slab, radon suction pits below the slab, vent pipes and suction fans. If passive soil depressurization is used, the system consists of the same components as ASD except for the fans, but will include a rough-in for the addition of fans to convert it to ASD (as described in the Large Building Guidance) if necessary. Sealing of radon entry routes shall be done using the methods described in the Large Building Guidance or using a gas-impermeable membrane.
- B. **Testing after building is constructed.** Immediately following completion of construction, new buildings shall be tested for radon using EPA-approved sampling methods. If allowed under State and local laws, occupancy may occur prior to completion of the initial testing. If radon concentrations exceed the Indoor Air Standard in effect at the time, building owners shall be required to put in place additional radon controls and shall conduct additional testing until retesting shows that concentrations are below the standard. Such additional testing, and controls if necessary, shall also be required after major structural changes are made to the building or its HVAC system that could affect the effectiveness of the radon controls.
- C. **System Maintenance Requirements.** Building owners/lessees shall be required to maintain the radon control system in proper working order. Satisfactory maintenance shall, at a minimum, conform to maintenance

requirements set forth in the Large Building Guidance, or updated EPA guidance.

- D. Subsequent Testing and Inspection. At least once every five years, buildings shall be inspected for slab settling, floor or basement wall cracks and other conditions that may reduce the effectiveness of the radon-resistant construction. If such conditions are found during the inspection, the affected buildings will be tested for radon using EPA-approved sampling methods. Building owners/lessees shall be required to take appropriate actions to reduce radon concentrations if radon levels in buildings exceed the Indoor Air Standard in effect at the time.
- E. Testing Results. All radon testing results shall be maintained by the City of Millersburg in the City's file for the Site. The testing results must identify the building address and ownership and shall include a description of the reason for radon sampling (i.e. for occupancy, results of prior sampling, changes in building or HVAC configuration, etc). Where results exceed the Indoor Air Standard, the information shall include a description of measures taken to modify the radon system to reduce concentrations and the retest results showing compliance with the standard. Records of radon testing, radon system maintenance, and inspection logs shall be kept on site in the Soil Amendment Area or be electronically accessible at the Soil Amendment Area and must be readily available for inspection by building occupants, and/or representatives of the City of Millersburg, EPA, or DEQ.
- F. Notice to Occupants. Building owners/lessees shall be required to provide notifications to building occupants as described below:
1. Building occupants must be notified in writing or electronically that the building they occupy needs radon controls for potential risk reduction. Such notification shall include, at a minimum, a posted notice in a prominent place within the building.
 2. Content of the notification to building occupants shall include information on the location of the site records, the radon controls that are in place at the site, and the reasons for the radon controls.

Exhibits Attached to this SOW:

SOW Exhibit A - Easement and Restrictive Covenants
SOW Exhibit B - Zoning and Development Restrictions
SOW Exhibit C - Excavation RD/RA for Soil and Berming

SOW Exhibit A

LINN COUNTY, OREGON 2007-00339
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Cnt=2 Stn=1 COUNTER 01/05/2007 10:28:14 AM
\$125.00 \$5.00 \$11.00 \$10.00 \$151.00



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I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.

Steve Druckenmiller - County Clerk



AFTER RECORDING, RETURN
CERTIFIED COPY TO:

Forrest REED, Attorney
135 S.W. 5th
Albany, OR. 97321
541.926.3823

ENVIRONMENTAL PROTECTION EASEMENT AND EQUITABLE SERVITUDE

THIS ENVIRONMENTAL PROTECTION EASEMENT AND EQUITABLE SERVITUDE ("EES") is made this ___ day of _____, 2007, by the City of Millersburg, Oregon ("Grantor" or "City") for the benefit of TDY Industries, Inc. ("Grantee").

RECITALS

- A. Grantor is the owner of a parcel of land located in Linn County, Oregon as described on Exhibit A to this Easement and Equitable Servitude (the "Property").
- B. The Property is part of the Teledyne Wah Chang Albany Superfund Site ("Site"), which the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 105 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9605, placed on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by publication in the Federal Register in October, 1983. The portion of the Site represented by the Property has been determined to contain elevated levels of radium. If buildings are constructed on the Property without radon control measures, the radium in the soil could cause levels of radon in the indoor air that would pose an unacceptable risk to building occupants.
- C. In a Record of Decision, Declaration, Decision Summary and Responsiveness Summary for Final Remedial Action for Surface and Subsurface Soil Operable Unit dated September 27, 1995 (the "ROD"), the EPA Region 10 Regional Administrator selected a remedial action for the Site, which provides, in part, for the following actions with respect to the Property (also referred to in the ROD as the Soil Amendment Area):
 1. For areas where modeling indicates that radon concentrations in future buildings could exceed 4 pCi/liter, institutional controls requiring that future buildings be constructed using radon resistant construction methods; and
 2. If excavation occurs as part of future development, excavated material must be properly handled and disposed of in accordance with federal and state laws.

- D. In order to implement the selected remedy and ensure protection of human health and the environment, this Easement and Equitable Servitude imposes certain requirements on the management of contaminated soils and the construction of buildings on the Property and for continuing obligations for operation, maintenance and monitoring of the required controls. This Easement and Equitable Servitude also provides for a permanent nonexclusive easement for the purpose of implementing, facilitating and monitoring the remedial action.
- E. This Easement and Equitable Servitude has been entered pursuant to the terms of the Consent Decree entered by and between and the United States of America and the State of Oregon and Grantor dated June 19, 2005 (~~insert case number~~) (the "Consent Decree").
2006 CW 06-6069-TL

TERMS OF AGREEMENT

1. **Grant.** Grantor, on behalf of itself, its successors and assigns (including all subsequent Property Owners, as defined in section 8.14 of this Easement and Equitable Servitude), in consideration of the terms of Consent Decree, covenants and declares that the Property is and shall be held, conveyed, transferred, leased, encumbered, occupied, built upon, or otherwise used or improved, in whole or in part, subject to this Easement and Equitable Servitude. Each condition, covenant and restriction set forth in this Easement and Equitable Servitude touches and concerns the Property and the equitable servitude and easement granted herein, shall run with the land for all purposes, shall be binding upon all Property Owners as set forth in this Easement and Equitable Servitude, and shall inure to the benefit of the Grantee and all parties having any right, title or interest in any portion of the Property (leasehold thereof) and their successors and assigns until such time as same shall be removed by written certification from Grantee and EPA that the Easement and Equitable Servitude are no longer required. Grantor further does give, grant and convey to the Grantee, and its assigns, the perpetual right to enforce this Easement and Equitable Servitude, and an environmental protection easement of the nature and character, and for the purposes set forth below in Section 6, with respect to the Property. It is the purpose of this Easement and Equitable Servitude to convey to the Grantee real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to contaminants.

2. **Use Restriction.** No portion of the Property shall be used for residential purposes.

3. **Building Construction.**

3.1 *Applicability.* Except as provided in section 4.2 below, this section 3 applies to all buildings or other enclosed structures that are constructed on the Property. This section does not apply to open structures such as parking areas (including parking areas that are covered, but not enclosed), exterior storage areas, utility vaults or other similar structures.

3.2 *Initial Construction.* Buildings and other enclosed structures shall be designed and constructed consistent with EPA guidance and recommendations current at the time of construction for radon resistant construction. The current guidance is contained in *Radon*

Prevention in the Design and Construction of Schools and Other Large Buildings, June 1994 (EPA/625/R-92/016) (the "Large Building Guidance"). Construction will utilize either: (1) active systems such as active soil depressurization ("ASD") or building pressurization as described in the Large Building Guidance or (2) passive soil depressurization combined with sealing of radon entry routes. ASD consists of a layer of coarse aggregate below the building slab, radon suction pits below the slab, vent pipes and suction fans. If passive soil depressurization is used, the system consists of the same components as ASD except for the fans, but will include a rough-in for the addition of fans to convert it to ASD (as described in the Large Building Guidance) if necessary. Sealing of radon entry routes shall be done using the methods described in the Large Building Guidance or using a gas-impermeable membrane.

3.3 *Testing after building is constructed.* Following completion of construction, new buildings shall be tested for radon using EPA-approved sampling methods. If allowed under State and local laws, occupancy may occur prior to completion of the initial testing. If radon concentrations exceed 4 pCi/liter or exceed a more conservative risk-based, applicable standard promulgated or recommended by EPA in a published guidance document in effect at the time sampling is conducted (collectively, the "Indoor Air Standard"), building owners shall be required to put in place additional radon controls and shall conduct additional testing until retesting shows that concentrations are below the standard.

3.4 *Maintenance.* The Property Owner shall maintain the radon control system in proper working order. Satisfactory maintenance shall, at a minimum, conform to maintenance requirements set forth in the Large Building Guidance, or updated EPA guidance.

3.5 *Radon Monitoring.* The Property Owner shall monitor indoor air in buildings on the Property to confirm that the concentration of radon in building interiors is maintained below the Indoor Air Standard as follows:

3.5.1 Upon initial construction after all radon control measures and HVAC systems are in place and operating, the Property Owner shall test the indoor air consistent with the requirements of this section 3.5. At the latest, initial testing must be completed within 90 days of initial occupancy of a building.

3.5.2 The Property Owner must test indoor air consistent with the requirements of this section 3.5 following major structural changes or major changes to the HVAC system that reasonably may affect the operation or effectiveness of the radon control systems.

3.5.3 After one or more buildings have been constructed on the Property, the Property Owner must inspect the buildings for slab settling, floor or basement wall cracks and other conditions that may reduce the effectiveness of the radon-resistant construction at least 12 months before each fifth anniversary of the date of this Easement and Equitable Servitude. If such conditions are found during the inspection, the Property Owner shall notify the City and allow the City or its designee to test the affected buildings for radon using EPA-approved sampling methods. If the City fails to complete such testing within 6 months of Property Owner's inspection notice to the City, the Property Owner shall conduct and complete the test at least 3 months before each fifth anniversary of this Easement and Equitable Servitude.

3.5.4 All radon testing required by this section shall be conducted in accordance with applicable published EPA guidance or recommendations in effect at the time of the testing. As of the date of this Easement and Equitable Servitude, the current EPA guidance on radon testing is set forth in the document entitled *Protocols for Radon and Radon Decay Product Measurements in Homes* (June 1993) (EPA 402-R-92-003) and *Radon Measurements in Schools* (July 1993) (EPA 402-R-92-014).

3.5.5 If radon testing detects concentrations of radon in excess of the Indoor Air Standard, the Property Owner shall put in place additional controls or take other measures to reduce the indoor radon concentration. The Property Owner shall then retest the indoor air. The Property Owner shall employ further controls or other measures and retest until the indoor radon levels satisfy the Indoor Air Standard.

3.6 *Notice to Occupants.* The Property Owner shall notify building tenants and other occupants of buildings on the Property that the building they occupy is constructed with radon controls and that such controls and their proper operation are necessary to reduce potential risks from radon exposure. The notice shall inform building occupants of the location of records required by this Easement and Equitable Servitude and that the records are available for their review. The notice must be in writing and, at a minimum, must be posted in a prominent place within the building.

4. Soil Management and Excavation Requirements

4.1 *Offsite Disposal of Soil.* Any soil that is removed from the Property must be transported to an authorized solid waste, low level radioactive waste, or other waste disposal facility. All facilities to which such waste is transported must be eligible to accept Superfund waste under 40 CFR § 300.440. The Property Owner shall provide written notice to EPA and DEQ prior to any out-of-state shipment of waste.

4.2 *Excavation of Soil in Lieu of Radon Mitigation Requirements.* For any building or structure constructed on the Property, the Property Owner may avoid the requirements set forth in section 3 of this Easement and Equitable Servitude by excavating from the building area all radium contaminated soil in accordance with the requirements of Exhibit C to this Easement and Equitable Servitude. If a Property Owner makes this election, it shall provide EPA, DEQ and the City written notice of the election at least 60 days before submitting the remedial design work plan required by Exhibit C. Unless and until the Property Owner provides EPA, DEQ and the City subsequent notice that it is withdrawing the election, it shall proceed according to the requirements of Exhibit C for the area subject to the election. Any buildings constructed in areas meeting the performance standards specified in Exhibit C for clean building areas shall be exempt from the requirements of section 3 of this Easement and Equitable Servitude. Any areas of the Property where soil is placed in berms or otherwise not removed will remain subject to radon resistant control building requirements set forth in Section 3 above.

5. Record Keeping and Reporting

5.1 *Records.* The Property Owner shall keep records of required radon testing, radon control system maintenance and inspection logs. The testing results must identify the building address and ownership and shall include a description of the reason for radon sampling (i.e. for

occupancy, results of prior sampling, changes in building or HVAC configuration, etc). Where results exceed the Indoor Air Standard, the information shall include a description of measures taken to modify the radon system to reduce concentrations and the retest results showing compliance with the standard. A copy of these records and any records required by Exhibit C, if applicable, must be maintained on the Property or be electronically accessible at the Property and must be readily available for inspection by building occupants and representatives of the Grantee, the City of Millersburg, EPA, DEQ and other governmental agencies having applicable jurisdiction.

5.2 *Reporting.*

5.2.1 The Property Owner shall submit to the City copies of all radon testing results within 60 days of Property Owner's receipt of the results. When the testing results exceed the Indoor Air Standard, the report shall include a description of measures taken to reduce concentrations of radon and the results of retesting showing compliance with the Indoor Air Standard. The report shall identify the building address and ownership and shall describe the reasons for the testing.

5.2.2 At least 90 days before each fifth anniversary of the date of this Easement and Equitable Servitude, beginning the first year after occupancy of any building on the Property, the Property Owner shall submit to the City a report documenting the inspections required by this Easement and Equitable Servitude and the reports described in the preceding section.

6. Environmental Protection Easement. Grantor hereby grants to the Grantee an irrevocable, permanent and continuing nonexclusive easement ("Easement") for access on, over and across the Property, and Grantee, EPA and DEQ shall have the right to enter upon any portion of the Property at all reasonable times, for purposes of:

6.1 Implementing the response actions in the ROD, including but not limited to the requirements set forth in section 3 of this Easement and Equitable Servitude;

6.2 Verifying any data or information submitted to Grantee, EPA or DEQ;

6.3 Verifying that no action is being taken on the Property in violation of the terms of this Easement and Equitable Servitude;

6.4 Monitoring response actions on the Property and conducting investigations relating to contamination on or near the Property including, without limitation, sampling of air, water, sediments and soils, and specifically, without limitation, obtaining split or duplicate samples;

6.5 Conducting periodic reviews of the remedial action, including but not limited to, reviews required by applicable statutes and/or regulations; and

6.6 Implementing additional or new response actions if EPA, in its sole discretion, determines i) that such actions are necessary to protect the environment because either the original remedial action has proven to be ineffective or because new technology has been developed which will accomplish the purposes of the remedial action in a significantly more

efficient or cost effective manner; and ii) that the additional or new response actions will not impose any significantly greater burden on the Property or unduly interfere with the then existing uses of the Property.

7. Enforcement

7.1 Effect of Violation: Violation of any condition or restriction contained in this Easement and Equitable Servitude shall give to the Grantee, EPA, and DEQ, the right, privilege and license to enter upon the Property where such violation exists and to abate, mitigate, or cure such violation at the expense of the Property Owner, provided written notice of the violation is given to the Property Owner describing what is necessary to cure the violation and the Property Owner fails to cure the violation within the time specified in such notice. Any such entry by the Grantee, EPA or DEQ shall not be deemed a trespass, and neither the Grantee, EPA nor DEQ shall be subject to liability to the Property Owner for such entry and any action taken to abate, mitigate, or cure a violation.

7.2 Grantee. The Grantee shall be entitled to enforce the terms of this Easement and Equitable Servitude by resort to specific performance or legal process. All remedies available hereunder shall be in addition to any and all other remedies at law or in equity, including the rights by EPA and DEQ to enforce their respective environmental and/or public health laws.. Any forbearance, delay or omission by the Grantee, EPA or DEQ to exercise or enforce their respective rights under this Easement and Equitable Servitude in the event of a breach of any term of this Easement and Equitable Servitude shall not be deemed to be a waiver of such term or of any subsequent breach of the same or any other term, or of any of the rights under this Easement and Equitable Servitude. Grantee shall be entitled to recover damages for violations of the terms of this Easement and Equitable Servitude, and EPA and DEQ, may recover damages or seek other relief for any injury to the remedial action, to the public or to the environment protected by this Easement and Equitable Servitude.

7.3 City. At such time as the City is no longer the owner of legal and equitable title to all or a portion of the Property, the Easement shall automatically become for the benefit of the City (and shall continue to run for the benefit of the Grantee), and all the rights and benefits owed to the Grantee under this Easement and Equitable Servitude shall also be owed to the City in addition to the Grantee with respect to that portion of the Property not owned by the City. The City shall have the same rights and privileges as the Grantee with respect to such portion of the Property not owned by it, including all rights to enforce the terms of this Easement and Equitable Servitude. In the event that the Property Owner violates any requirement of this Easement and Equitable Servitude, the Property Owner shall defend, indemnify and hold harmless the City and the Grantee from and against all claims, liabilities, damages, losses, costs and expenses incurred or suffered by the City as a result of such violation and accruing after the date the City is no longer the owner of legal and equitable title to a portion of the Property, including without limitation any penalties, stipulated penalties or agency oversight costs for which the City may become liable pursuant to the Consent Decree.

8. General Terms.

8.1 *Reservation of Rights.* Grantor hereby reserves unto itself, its successors, and assigns, all rights and privileges in and to the use of the Property which are not incompatible with the restrictions, rights and easements granted in this Easement and Equitable Servitude.

8.2 *No Limitation on EPA or DEQ.* Nothing in this Easement and Equitable Servitude shall limit or otherwise affect EPA or DEQ's rights of entry and access or EPA or DEQ's authority to take response actions under CERCLA, the National Contingency Plan or other state or federal law.

8.3 *No Public Access and Use.* No right of access or use by the general public to any portion of the Property is conveyed by this Easement and Equitable Servitude.

8.4 *Notice requirement:* The Property Owner agrees to include in any instrument conveying any interest in any portion of the Property, including but not limited to deeds, leases and mortgages, a notice which is in substantially the following form:

NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL PROTECTION EASEMENT AND EASEMENT AND EQUITABLE SERVITUDE OF RESTRICTIVE COVENANTS, DATED _____, 20____, RECORDED IN THE PUBLIC LAND RECORDS ON _____, 20____, IN BOOK _____, PAGE _____.

Within 30 days of the date any such instrument of conveyance is executed, the Property Owner must provide Grantee, EPA and DEQ with a certified true copy of the instrument and, if it has been recorded in the public land records, its recording reference.

8.5 *Administrative jurisdiction.* The federal and state agencies having administrative jurisdiction over the environmental protections which this Easement and Equitable Servitude is designed to preserve are EPA and DEQ.

8.6 *Waiver of certain defenses.* The Property Owner hereby waives any defense of laches, estoppel, or prescription.

8.7 *Covenants:* Grantor hereby covenants to and with Grantee and its assigns, that the Grantor is lawfully seized in fee simple of the Property, that the Grantor has a good and lawful right and power to sell and convey it or any interest therein, that the Property is free and clear of encumbrances, except those noted on Exhibit B attached hereto, and that the Grantor will forever warrant and defend the title thereto and the quiet possession thereof.

8.8 *Notices.* Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and shall either be served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Clayton Wood, Mayor
City of Millersburg
4222 NE Old Salem Road
Albany, Oregon 97321

To Grantee: James H. Denham
Legal Counsel
TDY Industries, Inc.
1600 NE Old Salem Road
PO Box 460
Albany, OR 97321-0460

To EPA: Remedial Project Manager for
Teledyne Wah Chang Albany Superfund Site
Environmental Cleanup Office
U.S. Environmental Protection Agency Region 10
1200 Sixth Avenue, ECL-111
Seattle, Washington 98101

To DEQ: Project Manager
Teledyne Wah Chang Albany Superfund Site
Oregon Department of Environmental Quality
1102 Lincoln St., Suite 210
Eugene, Oregon 97401

If mailed, a notice shall be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party at the address shown above. Any party may change its person and address for notices by giving written notice of the change to the other parties.

8.9 *Controlling Law.* The interpretation and performance of this Easement and Equitable Servitude shall be governed by the laws of the United States, or if there are no applicable federal laws, by the law of the state of Oregon.

8.10 *Liberal construction.* Any general rule of construction to the contrary notwithstanding, this Easement and Equitable Servitude shall be liberally construed in favor of the grant to effect the purpose of this Easement and Equitable Servitude and policy and purpose of CERCLA. If any provision of this Easement and Equitable Servitude is found to be ambiguous, an interpretation consistent with the purpose of this Easement and Equitable Servitude that would render the provision valid shall be favored over any interpretation that would render it invalid.

8.11 *Severability.* If any provision of this Easement and Equitable Servitude, or the application of it to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement and Equitable Servitude, or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

8.12 *Entire Agreement.* This Easement and Equitable Servitude sets forth the entire agreement of the parties with respect to rights and restrictions created hereby, and supersedes all prior discussions, negotiations, understandings, or agreements relating thereto, all of which are merged herein.

8.13 *No Forfeiture.* Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

8.14 *Successors.* The covenants, terms, conditions, obligations and restrictions of this Easement and Equitable Servitude shall be binding upon and inure to the benefit of the Grantor as owner of the Property and Grantee as holder of the Easement, and the respective personal representatives, heirs, successors, and assigns of Grantor as owner of the Property and Grantee as holder of the Easement and shall be appurtenant to, and continue as a servitude running in perpetuity with, the Property. The term "Grantor" and any pronouns used in place thereof shall include the City of Millersburg, and its successors and assigns. The term "Grantee" and any pronouns used in place thereof shall include TDY Industries, Inc. and its successors and assigns, as holder of the Easement, and, at such time as the City is no longer the owner of any portion of the Property, the City, and its respective successors and assigns, as holder of the Easement. The rights of the Grantee and Grantor under this Easement and Equitable Servitude are freely assignable, subject to the notice provisions hereof. Any transferee of the Property shall automatically be deemed, by acceptance of title to the Property, to have assumed all of the obligations set forth in this Easement and Equitable Servitude relating to the Property. The transferor shall, when such transfer is consummated, be relieved of all liability that arises thereafter under this Easement and Equitable Servitude, but such transferor shall not thereby be relieved of liability that arose before such time and which remains unsatisfied. The term "Property Owner," and any pronouns used in place thereof, initially shall mean the City; after the City is no longer the owner of equitable and legal title to any portion of the Property, the term "Property Owner," and any pronouns used in place thereof, shall mean any person who owns legal or equitable title to any portion of the Property and the obligations of the Property Owner shall apply to that person with respect to the portion of the Property that person owns. "DEQ" means the Oregon Department of Environmental Quality, and its employees, agents, and authorized representatives. "DEQ" also means any successor or assign of DEQ under the laws of Oregon, including but not limited to any entity or instrumentality of the State of Oregon authorized to perform and of the functions or to exercise any of the powers currently performed or exercised by DEQ. "EPA" means the United States Environmental Protection Agency, and its employees, agents, and authorized representatives. "EPA" also means any successor or assign of EPA under the laws of the United States, including but not limited to any entity or instrumentality of the United States authorized to perform any of the functions or to exercise any of the powers currently performed or exercised by EPA.

8.15 *Termination of Rights and Obligations.* A party's rights and obligations under this Easement and Equitable Servitude terminate upon transfer of the party's interest in the Easement

or Property, as the case may be, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

8.16 *Captions.* The captions in this Easement and Equitable Servitude have been inserted solely for convenience of reference and are not a part of this Easement and Equitable Servitude and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee and its assigns forever.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be signed in its name.

Executed this 11 day of December, 2006.

GRANTOR:

CITY OF MILLERSBURG, OREGON

By: Clayton Wood
Name: CLAYTON WOOD
Title: MAYOR

This Easement and Equitable Servitude is accepted this 2nd day of January, 2007.

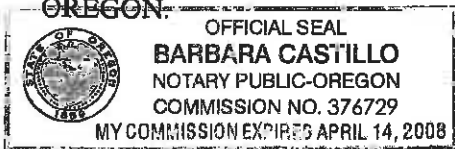
GRANTEE:

TDY INDUSTRIES, INC.

By: James H. Denham
Name: JAMES H. DENHAM
Title: General Counsel

STATE OF OREGON)
) ss.
County of Linn)

The foregoing instrument is acknowledged before me this 11th day of December,
2006 by CLAYTON WOOD, the MAYOR of CITY OF MILLERSBURG,
OREGON.



Barbara Castillo
Notary Public for Oregon

STATE OF WASHINGTON)
) ss.
County of)

The foregoing instrument is acknowledged before me this 2nd day of January
2007 by James Denham, the General Counsel of TDY INDUSTRIES, INC.,
on its behalf.

Stacie M. LaFollette
Notary Public for Oregon



SOW Exhibit B

CITY OF MILLERSBURG RADON ORDINANCE

Section 4.810 Radon Sub-Zone - E

(1) Purpose. The purpose of the Radon sub-zone is to promote the public health, safety and welfare by preventing migration of radon from the soil to indoor air in amounts that exceed EPA standards and to promote industrial development of such areas consistent with Statewide Planning Goal 9, "Economic Development," and the acknowledged Millersburg Comprehensive Plan.

(2) Area Subject to the Radon sub-zone. The City shall record a notice in the Linn County public records that legally describes the area subject to the Radon sub-zone, including a map showing the area's boundaries, state that the area is subject to the requirements of the Radon sub-zone and that the Radon sub-zone requires radon resistant construction methods and testing. The provisions of this section 4.810 shall apply to all areas described in the recorded notice and map.

(3) Allowed Methods of Addressing Radium Contamination. An applicant may elect to address radium contamination by one of the three following methods:

(A) Use radon-resistant construction methods in accordance with section (4)(b)(i), below.

(B) Obtain prior EPA approval that the levels of radon in the buildings will be less than the Indoor Air Standard for buildings for which radon controls are not appropriate (such as open-sided sheds and parking structures). Under this method of addressing radium contamination, applicants must demonstrate to EPA's satisfaction through estimates of indoor radon concentration, using methods approved by EPA and parameters which match the particular buildings to be constructed. If this demonstration is made to EPA's satisfaction, the City may approve building permits for the building without requiring radon-resistant construction methods or soils excavation. Any subsequent changes to the building require a new land use permit under section 4.810 to ensure that the change in the building would not change the assumptions used in the initial modeling, or to update the modeling to EPA's satisfaction. All costs associated with obtaining EPA approval for buildings to be constructed other than with radon-resistant construction methods shall be borne solely by the applicant.

(4) Process for Land Use and Building Permits.

(A) Application and Land Use Permit Approval.

(i) An approved land use permit shall be required prior to approval of a building permit issued pursuant to section (4)(B), below.

(ii) The applicant for such permit shall submit to the City Recorder the following, which shall constitute a complete application:

(a) Any fee required by the City Council.

(b) Any completed and signed application form required by this ordinance.

(c) A site plan drawn to scale showing all proposed principal and accessory structures and their proposed uses and such other information as the City Recorder may require.

(d) An election of one of three alternative methods of addressing radium and a written description of how radium will be addressed under the elected method.

(iii) The City Recorder shall determine that the application is complete and, if not, shall advise the applicant in writing what information is missing pursuant to section 2.070 of this ordinance.

(iv) The City Recorder shall give notice of a complete application pursuant to section 2.080 of this ordinance except that:

(a) The notice shall specify that any party may provide written comments on the application to the City Recorder within ten (10) days of the notice's mailing date; and

(b) The notice shall specify which method of addressing radium contamination has been elected by the applicant. The City shall give notice to the EPA. If the applicant changes its election of method addressing radium contamination, the City shall give EPA an amended notice.

(v) The City Recorder may approve or deny the application after the written comment period in section (4)(A)(iv), above, has ended. The City Recorder may impose conditions as the City Recorder determines are appropriate; however, at a minimum, an approval under section (3)(A) for radon resistant construction methods shall include the following conditions:

(a) No building permit shall be issued pursuant to section 2.050 of this ordinance unless it complies with section (4)(B)(i), below.

(b) No final certificate of occupancy shall be issued until radon tests satisfactory to the City have been conducted and show that indoor radon levels in all principal and accessory structures are below the Indoor Air Standard. The Indoor Air Standard shall be 4 pCi/liter or EPA's published target level or promulgated standard in effect at the time for indoor radon for occupational exposure, whichever is stricter. All

radon testing shall be conducted in conformance with EPA's published radon testing guidance in effect at the time the tests are conducted. If radon concentrations exceed the Indoor Air Standard in effect at the time, building owners shall be required to put in place additional radon controls and shall conduct additional testing until retesting shows that concentrations are below the standard. Such additional testing, and controls if necessary, shall also be required after major structural changes are made to the building or its HVAC system that could affect the effectiveness of the radon controls. Once testing shows that the radon concentrations meet the Indoor Air Standards, the City may issue a final certificate of occupancy for the building.

(c) The condition required in section (4)(A)(v)(b), above, shall be satisfied within six (6) months of the issuance of a temporary certificate of occupancy. The City Recorder may grant reasonable extensions if the applicant makes a written request and demonstrates good cause.

(d) Building owners and lessees shall be required to maintain the radon control system in proper working order. Satisfactory maintenance shall, at a minimum, conform to maintenance requirements set forth in the Large Building Guidance, or updated EPA guidance.

(e) At least once every five years, buildings shall be inspected for slab settling, floor or basement wall cracks and other conditions that may reduce the effectiveness of the radon-resistant construction. If such conditions are found during the inspection, the affected buildings must be tested for radon using EPA-approved sampling methods. Building owners and lessees shall be required to take appropriate actions to reduce radon concentrations if radon levels in buildings exceed the Indoor Air Standard in effect at the time.

(f) All radon testing results shall be submitted to the City. All testing results must identify the building address and ownership and shall include a description of the reason for radon sampling (i.e. for occupancy, results of prior sampling, changes in building or HVAC configuration, etc). Where results exceed the Indoor Air Standard, the information shall include a description of measures taken to modify the radon system to reduce concentrations and the retest results showing compliance with the standard. Records of radon testing, radon system maintenance, and inspection logs shall be kept on site or be electronically accessible on site and must be readily available for inspection by building occupants, and/or representatives of the City, EPA, or DEQ.

(g) Building owners and lessees shall provide notifications to building occupants in writing or electronically that the building they occupy needs radon controls for potential risk reduction. Such notification shall include, at a minimum, a posted notice in a prominent place within the building. Content of the notification to building occupants shall include information on the location of the site records, the radon controls that are in place at the site, and the reasons for the radon controls.

(vi) An appeal of the City Recorder's decision in section (4)(A)(v), above, shall be pursuant to sections 2.090 and 2.100 of this ordinance.

(B) Building Permit. All building permits approved under a land use approval for radon resistant construction methods under section (3)(A) must comply with the following:

(i) All principal and accessory structures shall use radon resistant construction methods consistent with the most current edition of the EPA publication entitled "Radon Prevention in the Design and Construction of Schools and Other Large Buildings" (June, 1993)(EPA625-R-92-016) or the latest adopted edition of the "State of Oregon Structural Speciality Code", whichever the City Recorder determines, pursuant to section 2.040 of this ordinance, provides greater radon resistant construction methods. Construction will utilize either: (1) active systems such as active soil depressurization ("ASD") or building pressurization or (2) passive soil depressurization combined with sealing of radon entry routes. ASD consists of a layer of coarse aggregate below the building slab, radon suction pits below the slab, vent pipes and suction fans. If passive soil depressurization is used, the system consists of the same components as ASD except for the fans, but will include a rough-in for the addition of fans to convert it to ASD if necessary. Sealing of radon entry routes shall be done using the methods described in the EPA guidance or using a gas-impermeable membrane.

(ii) No building permit shall be issued pursuant to section 2.050(1) of this ordinance unless an approval has been granted pursuant to section (4)(A), above.

(iii) The City Recorder may issue a temporary certificate of occupancy prior to a final certificate of occupancy.

(5) Residential Development Prohibited. Residential development shall be prohibited in the Radon sub-zone.

CITY OF MILLERSBURG, OREGON CONSENT DECREE

Exhibit C to Scope of Work

Requirements for Remedial Design and Remedial Action (RD/RA) for Soil Removal or Berming.

Introduction:

As provided in II.B of the Scope of Work to which this Exhibit C is attached (the "SOW"), the City of Millersburg (the "City") may elect to proceed under this Exhibit C in lieu of other remedial strategies described in the SOW. This Exhibit C describes the requirements for excavating soil containing contamination and either disposing of that soil offsite or consolidating it in berms for management onsite. At the completion of the work described in this Exhibit C, areas from which contamination is removed, and for which confirmation sampling documents the removal, will be deemed to be clean areas not requiring further remedial measures. Areas where excavated soil is consolidated on site will remain subject to the requirements described in the SOW. If the City elects to proceed under this Exhibit C, excavation and removal or berming soil will be performed in accordance with this document and CERCLA RD/RA practices as outlined in EPA's then-current guidance on RD/RA. It is the responsibility of the City to follow the process, and submit the information and submittals required by EPA. This Exhibit C has no effect and imposes no requirement on the City or any subsequent property owner unless and until the City or property owner expressly elects to proceed under Section II.B of the Scope of Work. Earth moving and site grading activities associated with development or construction do not constitute excavation activities subject to this Exhibit C.

EPA and ODEQ ("the agencies") or their designees will provide oversight of the process and the excavation.

The City of Millersburg shall reimburse the agencies for the costs of such oversight.

If the Soil Amendment Area is to be excavated, excavation must be completed within 10 years of signing this Consent Decree. All areas of the Soil Amendment Area which will require excavation must be excavated as one Remedial Action. The EPA and ODEQ shall not oversee multiple excavations over multiple years.

The following describes the process, and the information and submittals required by the agencies. The complexity of these documents should be commensurate with the activities to be performed. With EPA's approval, document requirements may be combined or modified. The deliverables shall be submitted as drafts and finals. The City shall address the agencies' comments on the draft submittals in a memorandum which either responds to the agencies' questions or indicates how those comments will be incorporated into the final documents. The City's responses to those comments will either be approved, or the agencies will provide comments requiring further revision by the City. Following EPA's approval of the City's

responses to comments, documents shall be revised in accordance with the comments and resubmitted as final documents.

A.1_ Performance Standards

A.1.1 Standard for Cleaned Area.

Soil in the cleaned area must achieve a concentration of radium in the soil that is indistinguishable from background.

A.1.2 Confirmation Sampling.

Confirmation sampling following excavation must be in accordance with a sampling strategy that statistically ensures that a building lot meets the performance standard specified above. A sample grid spacing will be required to ensure that there is no remaining "hot spot" of sufficient size to cause radon in the future building to exceed the action level. The sampling strategy will be outlined in a Sampling and Analysis Plan as specified in A.2.1.2 below. A rigorous, statistically based sampling program will be required to make such demonstration. The sampling program must be developed using the methodology described in **Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM) Rev 1 August 2000, EPA. 402-R-97-016** (or another document acceptable to EPA).

A.1.3 Bermed Areas

Bermed soil must be covered with a geo-fabric and a clean soil cover to ensure that the bermed soil is contained. The soil cover must be deep enough to protect the integrity of the geo-fabric from root penetration or from other damage from vegetation planted on the soil cover. The cover system must:

- a) Function with minimal maintenance;
- b) Promote drainage and minimize erosion or abrasion;
- c) Accommodate settling and subsidence so that the cover's integrity is maintained.

A.2 Remedial Design

A.2.1 Remedial Design Planning

A.2.1.1 RD Work Plan

The City shall prepare and submit to EPA and ODEQ a Remedial Design (RD) Work Plan that includes a comprehensive description of the excavation, removal and berming action, any additional data collection and evaluation activities to be performed, and the plans and specifications to be prepared. A schedule for completion of each major activity and submission of each deliverable shall also be included. If data collection will be undertaken as part of the

RD, a Sampling and Analysis Plan including Field Sampling Plan, Quality Assurance Project Plan, and a Health and Safety Plan shall be prepared.

The Work Plan shall present the following:

- a) A statement of the objectives of the RD/RA;
- b) A list and description of the tasks to be performed, information needed for each task, information to be produced during and at the conclusion of each task, and a description of the work products that will be submitted to EPA;
- c) A schedule for the design with specific dates for completion of each required activity and submission of each deliverable;
- d) A project management plan, including a data management plan, provision for reports to EPA and ODEQ, and meetings and presentations to EPA and ODEQ at the conclusion of each major phase of the RD/RA.

A.2.1.2 Sampling and Analysis Plan

A Sampling and Analysis Plan (SAP) will ensure that sample collection and analytical activities are conducted in accordance with technically acceptable protocols, and that the data generated will meet the Data Quality Objectives (DQOs) established. The SAP will include a Field Sampling and Analysis Plan (FSAP) and a Quality Assurance Project Plan (QAPP).

The FSAP will define in detail the sampling and data-gathering methods that will be used on the project. It will include sampling objectives, sample location (horizontal and vertical) and frequency, sampling equipment and procedures, and sample handling and analysis. The QAPP will describe the project objectives and organization, functional activities, and quality assurance and quality control (QA/QC) protocols that will be used to achieve the desired DQOs. The DQOs will, at a minimum, reflect use of analytical methods for obtaining data of sufficient quality for this project. In addition, the QAPP will address personnel qualifications, sampling procedures, sample custody, analytical procedures, and data reduction, validation, and reporting.

The City will demonstrate in advance and to EPA's satisfaction that each laboratory it may use is qualified to conduct the proposed work. The agencies may require that the City submit detailed information to demonstrate that the laboratory is qualified to conduct the work, including information on personnel qualifications, equipment and material specification, and laboratory analyses of performance samples (blank and/or spike samples).

A.2.1.3 Health and Safety Plan

A Health and Safety Plan shall be prepared in conformance with applicable occupational safety and health regulations and protocols. The Health and Safety Plan will include a health and safety risk analysis, a description of monitoring and personal protective equipment, medical monitoring, and provisions for site control. The agencies will not approve the City's Health and

Safety Plan, but rather will review it to ensure that all necessary elements are included, and that the plan provides for the protection of human health and the environment.

A.2.2 Remedial Design

In general, the design will begin upon EPA's final approval of the RD Work Plan. In accordance with the design management schedule established in the accepted Remedial Design Work Plan, the design will consist of the documents which follow.

A.2.2.1 Results of Any Data Acquisition Activities

Data gathered during the project planning phase shall be compiled, summarized, and submitted to EPA along with an analysis of the impact of the results on design activities. In addition, surveys conducted to establish topography, rights-of-way, easements, and utility lines will be documented. Utility requirements and acquisition of access, through purchases or easements, that are necessary to implement the RA will also be discussed.

A.2.2.2 Design Criteria

The concepts supporting the technical aspects of the design will be defined in detail and presented in the design report. Specifically, the Design Report shall include the design assumptions and parameters for all elements of the design

A.2.2.3 Plans and Specifications

Construction drawings and specifications for all components of the Remedial Action will be prepared and presented.

A.2.2.4 Permitting Requirements

All activities must be performed in accordance with the requirements of all applicable federal and state laws and regulations.

A.2.2.5 Documentation of Institutional Controls

Any excavated soil that is not removed to an offsite disposal facility shall be placed in controlled berms on site. If soil is bermed, the areas with the bermed soil shall be mapped. The map shall note the location and dimensions, including depth of the bermed material with respect to permanently surveyed benchmarks. The map shall be updated annually if changes are made to the berms. The map shall be completed and placed in the City's files within 60 days of the completion of the creation of berms or substantial changes to the berms.

A.2.2.6 Design Analyses

The evaluations conducted to select the design approach will be described. Design calculations will be documented.

A.2.2.7 Construction Schedule

The Construction Schedule for construction and implementation of the remedial action shall identify timing for initiation and completion of all critical path tasks.

A.2.2.7 Performance Standards Verification Plan

The Performance Standards Verification Plan (PSVP) shall describe the sampling and analyses needed to ensure that the soil excavation performance standards are met. The PSVP will include

a Sampling and Analysis Plan as described in A.1.2 and A.2.1.2 to describe the necessary sampling strategy and statistics, sampling protocols, and quality assurance necessary to ensure that the excavation requirements are met.

A.3 Remedial Action

A.3.1 Remedial Action Planning

The remedial action (RA) planning documents shall be submitted to the agencies in draft and final for their review. Upon EPA approval of the Final RD and the Final RA Work Plan, the City shall implement the RA Work Plan in accordance with the construction management schedule. The City shall not undertake significant field changes to the RA as set forth in the RA Work Plan and Final Design without EPA's approval. The RA shall be documented in enough detail to produce as-built construction drawings after the RA is complete.

A.3.1.1 RA Work Plan

The City shall submit to the agencies for review and EPA's approval a Work Plan which provides a detailed plan of action for completing the RA activities. The objective of this Work Plan is to provide for the safe and efficient completion of the RA. The Work Plan will include elements of construction management, construction quality assurance, and Health and Safety. The Work Plan will include a comprehensive description of the work to be performed and the Final Construction schedule for completion of each major activity and submission of each deliverable.

Specifically, the Work Plan shall present the following:

- a) A detailed description of the tasks to be performed and a description of the work products to be submitted to the agencies.
- b) A schedule for completion of each required activity and submission of each deliverable required by this SOW.
- c) A project delivery strategy describing the strategy for delivering the project. This will address the management approach for implementing the Remedial Action, including procurement methods and contracting strategy, phasing alternatives, and contractor and equipment availability concerns.
- d) A construction management plan to indicate how the construction activities are to be implemented and coordinated with the agencies during the RA. The City will designate a person to be a RA Coordinator and its representative on-site during the RA, and identify this person in the Plan.
- e) A construction quality assurance program to complete the RA within all design criteria, plans and specifications, and performance standards. This document will also provide for the implementation of the PSVP.
- f) A construction Health and Safety Plan or plan addendum consistent with A.2.1.3 of this Attachment that complies with applicable occupational safety and health regulations and protocols.

- g) A dust control plan for control of dust during construction.
- h) A spill control plan.
- i) Draft Operation and Maintenance Plan for bermed soil (as described in A.4).
- j) A Sampling and Analysis Plan or plan addendum consistent with A.2.1.2 of this Attachment for all sampling and analysis to be conducted as part of the RA.

A.3.1.5 Transport and Disposal Plan (as required)

The City shall prepare a Transport and Disposal Plan in accordance with 40 CFR § 300.440 (the "Offsite Rule") for contaminated material that is to be removed, transported and disposed at an approved RCRA, low level radioactive waste, or other waste disposal facility. All facilities to which such waste is transported must be eligible to accept Superfund waste under the Offsite Rule. (An ongoing list of EPA-approved waste disposal sites will be maintained to allow disposal of waste as generated.) The City shall provide written notice to the agencies prior to any out-of-state shipment of waste;

A.3.2 Remedial Action Construction

The City shall implement the RA as detailed in the accepted final design and shall complete the following activities as required in constructing the RA.

A.3.2.1 Preconstruction Conference

A preconstruction conference shall be held before initiation of construction. This conference will include the Property Owner, the City and federal, state, and local government agencies and will:

- a) Define the roles, relationships, and responsibilities of all parties;
- b) Review methods for documenting and reporting inspection data;
- c) Review methods for distributing and storing documents and reports;
- d) Review work area security and safety protocols;
- e) Review the construction schedule;

The preconstruction conference must be documented and must include names of people in attendance, issues discussed, clarifications made, special instructions issued, etc.

A.3.2.2 Pre-final Construction Inspection (as required)

Upon preliminary project completion, the City shall notify the agencies for the purpose of conducting a pre-final construction inspection. Participants should include the project coordinators, supervising contractor, construction contractor, and other federal, state, and local agencies with a jurisdictional interest. The pre-final inspection will consist of a walk-through inspection of the entire project site. The objective of the inspection is to determine whether the construction is completed. Any outstanding construction items discovered during the inspection will be identified and noted. The pre-final construction inspection report will be submitted to the agencies by the City which outlines the outstanding construction items, actions required to resolve the items, completion date for the items, and an anticipated date for the final inspection.

A.3.2.3 Final Construction Inspection

Upon completion of all outstanding construction items, the City will notify the agencies for the purpose of conducting a final construction Inspection if required. The final construction Inspection will consist of a walk-through inspection of the entire project site. The pre-final construction inspection report will be used as a check list with the final construction inspection focusing on the outstanding construction items identified in the pre-final construction inspection. Any outstanding construction items discovered during the inspection still requiring correction will be identified and noted. If any items are still unresolved, the inspection will be considered to be a pre-final construction inspection requiring another pre-final construction inspection report and subsequent final construction inspection.

A.3.2.4 Remedial Action Report

Within sixty (60) days following the conclusion of the final construction inspection, the City shall submit a draft construction report to the agencies. The agencies will review the draft report and will provide comments to the City. The final construction report, which will be due to the agencies 15 working days following the City's receipt of those comments, will include the following:

- a) Brief description of how outstanding items noted in the pre-final inspection were resolved;
- b) Explanation of modifications made during the RA to the original RD and RA Workplans and why these changes were made;
- c) As-built drawings.
- d) Synopsis of the construction work defined in the SOW and certification that the construction work has been completed.

A.3.2.5 EPA Approval

Upon approval of the final construction report, EPA shall issue a letter to the City and the Property Owner stating that the buildings may be constructed in the area where the excavation has been completed without being subject to any radon control or monitoring requirements.

A.4 Operation and Maintenance For Bermed Soil

If soil is bermed, then upon acceptance by EPA of the Operation and Maintenance Plan, the City shall implement the Operation and Maintenance Plan in accordance with the schedule contained therein.

A.4.1 Operation and Maintenance Plan For Bermed Soil

If soil is bermed, operation and maintenance is required to ensure that the cap on the berms of contaminated soil is maintained and remains protective and to ensure the continued efficacy of the institutional controls on the berms. The City shall prepare an operation and maintenance plan (O&M Plan) which describes the necessary inspections and maintenance that will be needed to maintain the berms of radioactive soil and to verify the continued efficacy of the institutional controls on the berms. The O&M Plan shall require the City to:

- a) Maintain the integrity and effectiveness of the final cover, including making repairs to the cap as necessary to correct the effects of settling, subsidence, erosion or other events;
- b) Prevent run-on and run-off from eroding or otherwise damaging the final cover;
- c) Protect and maintain surveyed benchmarks used to demarcate the bermed soil;
- d) Submit annual Maintenance Reports to the agencies outlining activities taken to maintain the cover during the previous year. The report shall be submitted by February 28th of the subsequent year. Reports shall be submitted annually until notification is made by EPA that they are no longer needed. Maintenance Reports shall be kept by the City in accordance with Section II of this SOW.

The draft O&M Plan will be submitted with the RA Work Plan. The final O&M Plan will be submitted with the draft remedial action report.

If necessary, the operation and maintenance plan will be modified to incorporate any design modifications implemented during the RA.

A.5 Reporting

A.5.1 Progress Reports

The City shall provide the agencies with signed, monthly progress reports during the design and construction phases. The reporting frequency may be modified with EPA's approval. The reports shall be prepared in letter format and shall include information on monthly activities, milestones achieved, problems encountered, and activities planned for the near future.

A.5.2 O&M Reports For Bermed Soil

The City shall prepare annual reports on activities conducted the previous year necessary to maintain the caps on the bermed contaminated soil and on the continued efficacy of the institutional controls applicable to the berms and shall maintain the annual reports in its files and make them available to the agencies for inspection.

A.5 Definitions

The following terms shall have the meanings set forth below. All other capitalized terms in this **Requirements for Remedial Design and Remedial Action (RD/RA) for Soil Removal or Berming** shall have the meanings set forth in the Consent Decree.

- A.5.1 EPA** means the United States Environmental Protection Agency or such successor federal agency to which jurisdiction is assigned with respect to matters governed by the Consent Decree.
- A.5.2 Soil Amendment Area** means the real property described in Exhibit A to the Easement and Equitable Servitude.
- A.5.3 Easement and Equitable Servitude** means the Easement and Equitable Servitude Covenants which the City is required by the Consent Decree to record in the deed records for the Soil Amendment Area.
- A.5.5 Property Owner** means any person who obtains a fee title interest in all or any portion of the Soil Amendment Area.
- A.5.6 ROD** means the Record of Decision Declaration, Decision Summary, and Responsiveness Summary for Final Remedial Action for Surface and Subsurface Soil Operable Unit, Teledyne Wah Chang Albany Superfund Site, Millersburg, Oregon as issued by the EPA on September 27, 1995.
- A.5.7 SOW** means the Scope of Work attached to the Consent Decree of which this Exhibit C is a part.
- A.5.8 ODEQ** means the State of Oregon Department of Environmental Quality or such successor State agency to which jurisdiction is assigned with respect to matters governed by the Consent Decree.

Environmental Management Plan SAA Status
Interpretation



Oregon

Kate Brown, Governor



550 Capitol St. NE

Salem, OR 97301

Phone: 503-378-4040

Toll Free: 1-800-221-8035

FAX: 503-373-7806

www.oregon.gov/energy

June 16, 2022

Tory Alexander, ATI
ATI Millersburg
1600 Old Salem Road
Albany, OR 97321-0460

RE: Department interpretation on Millersburg Soil Amendment Area (SAA) status

To Tory Alexander,

In September 2021, ODOE staff were informed of a proposed redevelopment of a parcel on which naturally occurring radioactive material (NORM) had been used in the 1970s as a soil amendment under a DEQ permit. The parcel in question is currently owned by the City of Millersburg, although ATI retains liability for any necessary remediation under relevant federal and state statutes. The parcel is also included on an ATI license with Oregon Health Authority Radiation Protection Services.

The regulatory environment for the SAA field is complex, and ODOE is responsible only for determining whether the soils and the historically applied amendments meet the definition of radioactive waste under ORS 469.300, ORS 469.525, and OAR 345 Division 50. Compliance with other applicable statute and standards is the purview of EPA, ODEQ, and RPS.

In 1975 and 1976, Teledyne Wah Chang Allegheny (TWCA, now Allegheny Technologies Inc.) obtained solid waste permits (No. 1063 and 1079) from DEQ to use lime solids from production processes experimentally as an onsite soil amendment. These solids contained NORM and were later accumulated in three settling ponds at the TWCA facility, which were later the subject of a pathway exemption by the Energy Facility Siting Council. According to the 1993 RI/FS, "The solids were applied at a rate of 108 dry tons per acre on the 47.8-acre tract north of the Farm Ponds. Further use of the solids as a soil amendment has not occurred since 1976. The chemical composition of the solids applied at that time was similar to the solids that were stored in the [three settling ponds]." (RI/FS volume 1 revised draft - 1993)

The Record of Decision for the site stated, "The Energy Facility Siting Council (EFSC) ruled in 1987 that the sludge ponds were not subject to their jurisdiction, because the levels of radioactivity were too low [i.e. the materials passed a pathway exemption]." (EPA/ROD/R10-94/078 July 1994)

The information provided to ODOE in late 2021 confirmed that the areas amended with lime solids in 1976 contained concentrations of NORM above both background and specific exemptions for radium-226 described in OAR 345-050-0030. Through discussions with the Town of Millersburg and ATI, a survey and sampling plan was developed to document that the lime solids used in the amendment were chemically consistent with the materials in the ponds exempted by EFSC, and therefore not radioactive waste under the 1987 pathway exemption.

In late 2021, ATI conducted assessments of in-situ gamma exposure rate, radium concentration, and NORM leachability in the SAA. The results of the analysis confirm that the radium concentrations are

consistent with those observed in the pathway exempt materials. The newly collected data also verified that the SAA soils pass the leachability test contained in OAR-345-050-0038, which did not exist at the time of the original pathway exemption determination in 1987.

It is the interpretation of ODOE staff that in its current configuration, the SAA soils do not meet the definition of radioactive waste under OAR 345 Division 50. If, prior to the closure of the RPS license, a new waste is generated by excavation of the soils for disposal or re-use in Oregon, additional screening must be performed to ensure that the excavated soils remain below the gamma pathway exemption limit (18 uR/hr one foot away from a standard 55-gallon drum). ODOE should be notified of such screening results prior to placement of excavated soils from the SAA in an Oregon landfill.

Please note that any future rule change by the Energy Facility Siting Council regarding the Pathway Exemption process in OAR 345 Division 50 may necessitate additional analysis or review. While this letter confirms that these materials do not meet the definition of radioactive wastes, they may be subject to restrictions under other state rules and statute enforced by other state agencies such as Oregon Department of Environmental Quality, Oregon Health Authority Radiation Protection Services, and the Oregon Department of Transportation. We encourage the generator and the disposal facility to coordinate with these agencies as appropriate.

If you have any questions about this letter, please don't hesitate to contact me.



Tom Sicilia, RG
Hanford Hydrogeologist
Oregon Department of Energy
Tom.sicilia@energy.oregon.gov
503-508-8333

cc:

Maxwell Woods, Oregon Department of Energy
Todd Carpenter, Oregon Health Authority – Radiation Protection Services
Hillary Haskins, Oregon Health Authority – Radiation Protection Services
Cheryl Grabham, Oregon Department of Environmental Quality
Sarah Wheeler, Oregon Department of Environmental Quality
Margaret Oscilia, Oregon Department of Environmental Quality
Jess Brown, Oregon Department of Transportation
Ray Hubbell, Oregon Department of Transportation
Chan Pongkhamsing, United States Environmental Protection Agency

The following attachments are embedded within this PDF file and may be accessed via the “attachments” tab in a compatible PDF reader:

1: ATI Memorandum re: Soil Amendment Area Soil Characterization (PDF)

April 25, 2024

Technical Memorandum

Radiological Aspects of 1200-C Permit for the SAA
Property in Millersburg, OR

Prepared by Radian Consulting Group, LLC
Colby D. Mangini, Ph.D., CHP

Introduction

This memorandum addresses the remedial actions for the naturally occurring radiological material (NORM) present at the Soil Amendment Area (SAA) as they relate to the 1200-C permitting process. The SAA is located on Conser Road NE in Millersburg, Oregon (Linn County) and is approximately 41 acres in size. In 1975 and 1976, the Oregon Department of Environmental Quality (DEQ) issued a solid waste permit for a one-time application of solids from ATI's (formerly Teledyne Wah Chang) wastewater treatment system as an experimental soil amendment. The solids applied to the soil contained NORM from the processing of zircon sands. The SAA was listed on the National Priorities List (NPL) in 1983 by the Environmental Protection Agency (EPA). Ownership of the SAA was transferred to the City of Millersburg in 1990 (EPA 2006).

Remedial Actions at the SAA

According to Section 3.1 of the 1200-C permit, discharges must be controlled and may not cause or contribute to an exceedance of the applicable water quality standards as established in OAR 340-041. As it pertains to radionuclides, such as Ra-226, OAR 340-041-0007 (14) states that:

Radioisotope concentrations may not exceed maximum permissible concentrations (MPC's) in drinking water, edible fishes or shellfishes, wildlife, irrigated crops, livestock and dairy products, or pose an external radiation hazard.

There are two governing documents that provide the regulatory framework for the SAA as it pertains to radioactivity and corresponding radiological safeguards and remedial actions:

1. The EPA *Record of Decision, Declaration, Decision Summary and Responsiveness Summary of Final Remedial Action for Surface and Subsurface Soil Operable Unit* (the "ROD") with ATI (EPA 1995).
2. The City of Millersburg Consent Decree (EPA et al. 2006).

In the ROD, dated September 27, 1995, the EPA Region 10 Regional Administrator selected a remedial action plan for the SAA. The ROD remedial actions pertaining to radionuclide contamination addressed the risks posed by surface external gamma radiation and radon. From Section 10.1 of the ROD, it is stated that site

Areas with surface gamma radiation levels exceeding 20 $\mu\text{rem}/\text{hour}$ over background levels (equal to 30.5 $\mu\text{rem}/\text{hour}$) averaged over 100 square meters will be excavated.

The SAA uses a "reference level" of 12.5 $\mu\text{rem}/\text{hour}$ (ROD Section 6.4.1.1) as background (rather than the 10.5 $\mu\text{rem}/\text{hour}$ Main Plant background level), resulting in a gamma cleanup level of 32.5 $\mu\text{rem}/\text{hour}$. From Table 6-5 and Figure 6-6 of the ROD, it is clear that none of the averaged gamma radiation levels exceeded the 32.5 $\mu\text{rem}/\text{hour}$ cleanup level (20 $\mu\text{rem}/\text{hour}$ above the reference level, measured at a height of 1 meter). In fact, none of the average levels were found to be more than 10 $\mu\text{rem}/\text{hour}$ over the reference level. As a result, no remedial action pertaining to external gamma radiation levels was required for the SAA due to the lack of external radiation hazards.

A recent gamma survey of the SAA by Chase Environmental Group (Chase 2024) was performed following NUREG 1575, "Multi-Agency Radiation Survey and Site Investigation Manual" (MARSSIM) (DOD 2000) protocols. They found the highest gross gamma survey reading at the SAA to be 12 $\mu\text{rem}/\text{hour}$, which

corresponds roughly 6.5 $\mu\text{rem}/\text{hour}$ above background. The Chase report further supports the ROD determination that external gamma radiation resulting from the presence of TENORM is not a radiological concern and no remediation of the SAA is required to mitigate external radiation hazards.

While the ROD has no specific remedial actions for the SAA as it pertains to groundwater or surface water controls, page 10 of the ROD (EPA 1995) discusses site-wide actions which require long-term onsite and offsite groundwater, surface water, and sediment monitoring at the Teledyne Wah Chang Albany Superfund Site. To date, no such monitoring has indicated that the radium-226 MPC has been exceeded.

The Consent Decree permits earth moving and site grading activities without any mitigation requirements as they relate to potential discharges to aqueous sources. Exhibit C of this Consent Decree is the *Requirements for Remedial Design and Remedial Action (RD/RA) for Soil Removing or Berming* and Exhibit A is the *Environmental Protection Easement and Equitable Servitude*. In Section 3 of Exhibit A, it is stated that the applicability of building construction requirements on the SAA “does not apply to open structures such as parking areas (including parking areas that are covered, but not enclosed), exterior storage areas, utility vaults, or other similar structures.” Furthermore, the introductory paragraph of Exhibit C goes on to say that “earth moving and site grading activities associated with development or construction do not constitute excavation activities subject to this Exhibit C.”

Conclusion

The ROD and Consent Decree provide very clear guidance on remedial actions required for the SAA. Due to the low levels of external gamma radiation, no remedial actions are required to mitigate potential external radiation hazards. The levels of radium-226 in the SAA soils are not sufficient to require remedial actions for activities such as road building, parking lot building, or earth moving and site grading. Neither document identifies the potential of TENORM discharges to aqueous bodies as a result of these permitted activities. The lack of an external radiation hazard, approved building activities and the routine monitoring that already exists in the Teledyne Wah Chang Albany Superfund Site adequately address the requirements in Section 3.1 of the 1200-C permit.

References

- Chase Environmental Group. 2024. ATI Millersburg Soil Amendment Area Dose Rate Survey Report.
- EPA. 1995. Record of Decision Declaration, Decision Summary, and Responsiveness Summary for Final Remedial Action for Surface and Subsurface Soil Operable Unit, Teledyne Wah Chang Albany Superfund Site, Millersburg, Oregon. Prepared by the U. S. Environmental Protection Agency.
- EPA. 2006. Consent Decree. United States and State of Oregon v. City of Millersburg, Civil Action No. 6:06-CV-06069-TC. United States District Court for the District of Oregon. U.S. Environmental Protection Agency, Oregon Department of Environmental Quality, and City of Millersburg.
- DOD (Department of Defense). 2000. Multi-Agency Radiation Survey and Site Investigation Manual (MARSSIM). Revision 1. Prepared by the U.S. Department of Defense (DOD), U.S. Department of Energy (DOE), U.S. Environmental Protection Agency (EPA), and U.S. Nuclear Regulatory Commission (NRC). Report Numbers: NUREG-1575, Rev.1; EPA-402-R-97-016, Rev. 1; and DOE/EH-0624, Rev. 1.

CLARIFYING INFORMATION

The following information serves to provide additional context related to the Bid Documents. This information is provided in response to questions the City has received from prospective Bidders. Clarifying Information does not change the Bid Documents unless specifically addressed above.

Q1. Are AutoCAD files available for the project?

A1. AutoCAD files are not available during the Bidding Period.

Q2. Are contour labels available for select drawings?

A2. Yes, see Addendum No. 1 for drawing reissued with contour labels.

Q3. The Bid Bond form has the wrong bid date listed. Are you going to issue a new form or shall we change on our end.

A3. See Addendum No. 1 for re-issued Bid Bond form.

Q4. City of Millersburg form BC 1, List of Contacted Disadvantaged Business Enterprises form is missing from the Bid Documents. Will it be provided?

A4. Yes, see Addendum No. 1 for form BC 1.

Q5. What is the depth of the stone mulch and what is the gradation?

A5. See Specification Section 32 93 00, Plants, Article 2.04 Mulch, Article 3.08 Mulching and Addendum No. 1.

Q6. Is the total depth of topsoil for the Turf Grass Seeding 6 inches?

A6. Yes.

Q6. Is the total depth of topsoil for the planting beds 18 inches?

A6. Yes.

Q7. What is the curb and gutter width?

A7. Curb and gutter width shall match the detail width of 30”.

CITY OF MILLERSBURG
TRANSITION PARKWAY AND LINEAR PARK

Q8. In Instructions to Bidder do requirements 18.1.1 and 18.1.2 need additional documentation submitted or does the Bid Form cover it?

A8. Contractor is welcome to submit additional documentation, but the Bid Form does address these requirements, as modified in Addendum No. 1.