

Contract Review Sheet

Public Improvement Agreements

PW-6552-25

Title: Construction of Salmon Falls Park Habitat Enhancement

Contractor's Name: Siegmund Excavation and Construction

Department: Public Works Department Contact: Alicia Jones

Analyst: Kathleen George Phone #: -4388

Term - Date From: Execution Expires: September 30, 2025

Original Contract Amount: \$ 116,350.00 Previous Amendments Amount: \$ -

Current Amendment: \$ - New Contract Total: \$ 116,350.00 Amd% 0%

Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: 20-0255 Invitation to Bid ITB# PW1615-25

Description of Services or Grant Award

Salmon Falls Park Habitat Enhancement project is to reestablish the ecological and hydrological functions of the existing Salmon Falls County Park. The wetland was damaged by the 2020 Beachie Creek fire and associated logging/clean-up efforts.

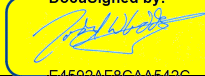

Desired BOC Session Date: 4/30/2025 Contract should be in DocuSign by: 4/9/2025

Agenda Planning Date: 4/17/2025 Printed packets due in Finance: 4/15/2025

Management Update: 4/15/2025 BOC upload / Board Session email: 4/16/2025

BOC Session Presenter(s) Kevin Thompson Code: Y

REQUIRED APPROVALS

<div>DocuSigned by:</div> <div></div> <div><u>E4602AF8CAA642C...</u></div>	<u>4/9/2025</u>		
Finance - Contracts	Date	Contract Specialist	Date
<div>Signed by:</div> <div></div> <div><u>60C98A6E708240B...</u></div>	<u>4/11/2025</u>		
Legal Counsel	Date	Chief Administrative Officer	Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 4/30/2025

Department: Public Works

Title: Salmon Falls Wetland Construction Contract PW-6552-25

Management Update/Work Session Date: 4/15/2025 Audio/Visual aids ☐

Time Required: 10 Minutes Contact: Kevin Thompson Phone: 971-707-2737

Requested Action:

Approve construction contract PW-6552-25 between Marion County and Siegmund Excavation & Construction Inc. in the amount of \$116,350.00 for construction and reestablishment of native wetlands at Salmon Falls Park.

Issue, Description & Background:

In 2023, the Oregon Water Enhancement Board (OWEB) awarded \$349,325 in grant funds for the reestablishment and restoration of the wetland in Salmon Falls Park. \$240,000 is specifically identified for the construction aspects of the project.

On March 6, 2025, Marion County received 5 responsive bids with the low bid submitted by Siegmund Excavation & Construction, Inc., in the amount of \$116,350.00. A notice of intent to award was issued on March 17, 2025, and became official on March 24, 2025, following the required 7-day protest period. No protests were received.

Financial Impacts:

Construction work is 100% funded through Oregon Watershed Enhancement Board (OWEB) grant.

Impacts to Department & External Agencies:

No impacts to other agencies or departments.

List of attachments:

Construction Contract PW-6552-25

Presenter:

Kevin Thompson

Department Head Signature:

Brian Nicholas Digitally signed by Brian Nicholas
Date: 2025.04.01 17:33:22 -07'00'

CONSTRUCTION CONTRACT - PW-6552-25

THIS CONTRACT, made and entered into by and between MARION COUNTY, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and Siegmund Excavation & Construction Inc., hereinafter called the "Contractor" for the Project entitled: Construction of Salmon Falls Park Habitat Enhancement.

WITNESSETH

Contractor, in consideration of the sum of \$ 116,350.00 (the "Contract Price"), to be paid to the Contractor by County in the manner and at the time hereinafter provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the Invitation to Bid, this Construction Contract and other Contract Documents, applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond, all of which are incorporated herein by reference, and in accordance with such alterations and modifications of the same as may be made by the County.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

1. Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
2. Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
3. Contractor agrees to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
4. Contractor shall indemnify, defend, save and hold harmless Marion County and its officers, employees, agents and volunteers from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of the officers, agents, employees or subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that County shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of County, be indemnified by the Contractor and subcontractor from and against any and all Claims.

Any such indemnification shall also provide that neither Contractor and subcontractor nor any attorney engaged by Contractor and subcontractor shall defend any claim in the name of Marion County, nor purport to act as legal representative of the Marion County, without the prior written consent of the County's Legal Counsel. The County may, at anytime at its election assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the County, or the Contractor is not adequately defending the County's interests, or that an important governmental principle is at issue or that it is in the best interests of the County to do so. The County reserves all rights to pursue claims it may have against Contractor if the County elects to assume its own defense.

5. Money due to Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, Contractor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that Contractor is adequately protected by public liability and property damage insurance.
6. In consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the Work as set forth in this Contract, the applicable Invitation to Bid, Plans, Specifications, Bid, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible under the terms of the Contract, and to make such payments in the manner and at the time provided in the Contract.
7. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision, including termination of service.
8. The County delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.
9. This contract may be increased by twenty-five (25) percent over the original contract amount to include additional work for the projects specified in the contract, upon mutual agreement of both parties.
10. Contractor, its assignees and successors in interest agree to comply with the requirements of the Marion County Public Works Department Federally Funded Transportation Program Title VI Plan, herein incorporated by this reference, as follows:

a. Compliance with Regulations.

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination.

The Contractor, with regard to the Work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, including Procurement of Materials and Equipment.

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

d. Information and Reports.

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Marion County or the Oregon Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to Marion County or the Oregon Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, Marion County and the Oregon Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to:

1. Withholding of payments to the contractor under the Contract until the Contractor complies, and/or;
2. Cancellation, termination, or suspension of the Contract, in whole or in part.

11. Incorporation of Provisions.

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by state or federal Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as Marion County may direct as a means of enforcing such provisions including sanctions for noncompliance.

12. Independent Contractor.

The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this Contract, and maintains the appropriate license/certifications, if required under Oregon Law. Notwithstanding the preceding sentence, County reserves the right to determine schedule for the work to be performed and to evaluate the quality of the completed performance. This Contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the Parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this Contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the Contract.

13. Governing Law and Venue.

Any dispute between the County and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 of the General Conditions shall be brought and conducted solely and exclusively within the Circuit Court of Marion County; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this be construed as a waiver by Marion County on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.


IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals, as of the day and year first above written.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  4/9/2025
9793BA7ACD6D443...
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature:  4/11/2025
60C98A6F708240B...
Marion County Legal Counsel Date

Reviewed by Signature:  4/9/2025
E4592AF8CAA542C...
Marion County Contracts & Procurement Date

SIEGMUND EXCAVATION & CONSTRUCTION, INC. SIGNATURE

Authorized Signature: _____ Date _____

Title: _____



MARION COUNTY

INVITATION TO BID PW1615-25

Construction of Salmon Falls Park Habitat Enhancement

Release Date: February 17, 2025

ITB Due Date: March 6, 2025, 2:00 PM PST

Submit questions and responses via the Marion County Procurement Collaboration Portal

<https://contracts-marioncountygcc.msapproxy.net/gateway/>

Instructions are listed in Section C.1.5

Electronic copies of this RFP and attachments, if any, can be obtained from the Marion County Procurement Collaboration Portal at the URL listed above.

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SECTION B DEFINITIONS

B.1 DEFINITIONS:

Together with the Definitions found in [Part 00100 of the Marion County General Conditions](#), the following definitions apply to this ITB and the resulting Contract.

- B.1.1** "Addendum" means an addition or deletion to, a material change in, or a clarification of, the ITB. Each Addendum shall be labeled as such and shall be made available to all interested Bidders in accordance with MCPCR 40-0250(2). The plural form of "Addendum" is "Addenda."
- B.1.2** "Bid" means the written offer submitted in response to the ITB, including all necessary attachments and information required to be submitted prior to award.
- B.1.3** "Bidder" means an individual, organization or representative of an organization that submits a Bid in response to an ITB.
- B.1.4** "Closing" means the date and time set in the ITB for Bid submission, after which Bids may not be submitted, modified, or withdrawn by Bidder.
- B.1.5** "County" means Marion County, acting through its Public Works Department.
- B.1.6** "Invitation to Bid" or "ITB" means all documents, whether attached or incorporated by reference, and any Addenda thereto, used for soliciting Bids.
- B.1.7** "Opening" means the date/time set to read the Bid submittals.

SECTION C GENERAL BIDDING INFORMATION/INSTRUCTIONS TO BIDDERS

C.1 GENERAL INFORMATION

C.1.1 VOLUNTARY PRE-BID CONFERENCE:

- C.1.1.1** A voluntary pre-bid meeting on February 25, 2024, at 11 a.m. (PST) for this project.

Address: 34500 North Fork Rd SE (mile post 13-14)
Lyons, OR 97358

- C.1.1.2** Any statements made at this conference will not change the Plans, Specifications or other Contract Documents unless an Addendum has been issued from County and advertised on the Marion County Procurement Collaboration Portal.

BIDDERS ARE NOT REQUIRED TO ATTEND THIS VOLUNTARY PRE-BID CONFERENCE, BUT WITH THE COMPLEXITY OF THIS PROJECT IT IS STRONGLY RECOMMENDED THAT BIDDERS OR THEIR REPRESENTATIVE ATTEND.

C.1.2 SINGLE POINT OF CONTACT:

- C.1.2.1** The single contact point ("SPC") for questions regarding the ITB, forms, Specifications, Plans, bidding process, change, clarification, the award process, First Tier Subcontractor

Disclosure, protests and any other issues that may arise, is Alicia Jones, Grant/Contracts Compliance Analyst, via e-mail PWContracts@co.marion.or.us.

- C.1.2.2** The contact point for requests for brand approval, or substitution requests is SPC in Section C.1.2.1 at e-mail pwcontracts@co.marion.or.us.

C.1.3 ENGINEER AND CONSULTANT INFORMATION:

The following is a list of engineers and consultants used on this project. This list is for informational purposes only. Bidders are prohibited from contacting these engineers and consultants during the solicitation process, unless otherwise authorized in this ITB.

AKS Engineering and Forestry, LLC
Richard Walker, PE (richardw@aks-eng.com)
Julie Wirth-McGee, PWS (wirthmcgee@aks-eng.com)
(503) 400-6028

C.1.4 INVITATION TO BID DOCUMENT AVAILABILITY:

- C.1.4.1** ITBs, ADDENDA AND ATTACHMENTS: ITBs, including all Addenda and most attachments, are posted on the Marion County Procurement Collaboration Portal as part of the solicitation document and will not be mailed to prospective Bidders.

- C.1.4.2** ATTACHMENTS: Some exhibits and attachments cannot be viewed or downloaded through the Marion County Procurement Collaboration Portal. In these cases, the solicitation will include instructions on how to obtain these documents.

C.1.4.3 HARD COPY DOCUMENT FEES & DELIVERY:

Bidder may request copies of the Bid Documents from Marion County Public Works, Attention: Alicia Jones, Grant/Contracts Compliance Analyst; Phone: (503) 373-4320, or email requests to PWContracts@co.marion.or.us. Bid documents will be in a PDF format and will be emailed electronically to the requestor. The requestor will be responsible for printing full size copies of the bid documents.

- C.1.4.4** ADDENDA: Addenda are incorporated with the original solicitation as an attachment and can be viewed and downloaded by registered suppliers. Bidders should consult the Marion County Procurement Collaboration Portal regularly until Closing to avoid missing any Addenda.

C.1.5 RESPONSE INSTRUCTIONS

C.1.5.1 Log Into the Procurement Collaboration Portal

- C.1.5.1.1** Go to the Marion County Procurement Collaboration Portal which can be found at: <https://contracts-marioncountygcc.msappproxy.net/gateway/>
- C.1.5.1.2** Sign In or Create an Account
- C.1.5.1.3** Creating an account MUST be completed 15-30 minutes before files will be able to be submitted through the portal.

C.1.5.2 Solicitations Tab

C.1.5.2.1 At the top of the page, hover over Solicitations

C.1.5.2.2 Select Search All Solicitations

C.1.5.2.3 Click View next to the applicable solicitation

C.1.5.3 Opportunity Details

C.1.5.3.1 *Viewing Documents* – Scroll down the page to the Files, Documents, Images section, Public Files: subsection. Here you will find all of the relevant files.

C.1.5.3.2 *Submitting a Question* – If you would like to submit a question, scroll down the page to the Questions & Answers section. Type your question in the My Questions/Answers text box and click the Ask Question box.

C.1.5.3.3 *Register as Respondent* - If you are interested in responding to the posting, click the button Register as Respondent on the left side of the screen.

C.1.5.3.4 *Submitting Documents* – If you would like to submit a response to this posting, scroll down the page to the Files, Documents, Images section, My Files: subsection. Here you will Select a file, select a File Category, and type a description before clicking the Save File button.

C.1.5.3.5 *Response Status* – Once you have registered as a respondent and submitted documents, scroll to the bottom of the page to the Response Status section and select the appropriate status for your submission, then click Submit.

C.1.6 SUPPLIERS LIST:

To be listed on the suppliers list, interested parties must be registered on the Marion County Procurement Collaboration Portal. Suppliers can register in the Marion County Procurement Collaboration Portal at the link on the cover page of this ITB.

Interested parties who download ITB documents from the Marion County Procurement Collaboration Portal will automatically be added to the suppliers list. Interested parties who obtain the ITB documents from other means may add themselves to the suppliers list on the Marion County Procurement Collaboration Portal. Interested parties who have entered their company on the Marion County Procurement Collaboration Portal are responsible for making sure information is correct and accurate. Marion County assumes no responsibility for the content of the interested parties' information shown on the Marion County Procurement Collaboration Portal.

NOTE: BIDDERS WHO OBTAIN ITB DOCUMENTS, PLANS AND SPECIFICATIONS FROM PLAN CENTERS WILL NOT APPEAR ON THE SUPPLIERS LIST.

C.1.7 TRADE SECRETS:

Any information Bidder submits in response to the ITB that Bidder considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Bidder wishes to protect from public disclosure, must be clearly labeled with the following: "This information constitutes a trade secret under

ORS 192.501(2) or confidential proprietary information, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192." Bidders are cautioned that price information submitted in response to an ITB is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by Bidders that is already in the public domain is not protected. The County shall not be liable for disclosure or release of information when authorized or required by law or court order to do so. The County shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

C.1.8 SOLICITATION LAW, RULES AND GENERAL CONDITIONS:

This ITB and the resulting Contract are governed by Oregon Law. Specific laws and rules that govern the solicitation process are found in Chapters 279A and 279C of the Oregon Revised Statutes, and Section 10 and 40 of the Marion County Public Contracting Rules. The ITB and resulting Contract may be subject to other laws and rules. Bidders should obtain and become acquainted with the applicable provisions of the above laws and rules. Copies may be obtained as follows:

- C.1.8.1** OREGON REVISED STATUTES (ORS Chapters 279A and 279C) - May be obtained from Legislative Counsel Committee, S101 State Capitol, Salem, OR 97310-0630. Phone (503) 378-8146, or online at: <http://www.leg.state.or.us/ors/home.html>.
- C.1.8.2** Marion County Public Contracting Rules (MCPCR Section 10 and 40) can be obtained from [Marion County Finance Page](#) or email PO_Contracts@co.marion.or.us.
- C.1.8.3** In addition to the foregoing, this solicitation and the Contract are governed by the [GENERAL CONDITIONS FOR CONSTRUCTION FOR MARION COUNTY](#), "General Conditions" September 1, 2014 Edition, Revised February 14, 2022, which are incorporated herein by reference. See Exhibit 6.

C.1.9 BRAND NAME USAGE:

- C.1.9.1** BRAND NAME: Any brand name listed in the specifications without an "or equal" "or approved equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the brand named is not mandated pursuant to a brand name exemption.
- C.1.9.2** BRAND NAME "OR EQUAL": Any brand name listed in the specifications with an "or equal" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be used in the construction of the project as long as they are equal to or better than the product brand named, and the proposed product has been approved in writing by the Owner's Authorized Representative prior to installation, and the brand named is not mandated pursuant to a brand name exemption.

The Owner's Authorized Representative shall determine, in its sole discretion, whether a product offered is "or equal".
- C.1.9.3** BRAND NAME "OR APPROVED EQUAL": Any brand name listed in the specifications with an "or approved equal" or an "or approved equivalent" shall establish the minimum requirements for quality, utility, durability, function, and purpose. Other brand names may be

used in the construction of the project as long as they are equal to or better than the product brand named, and the product has been pre-approved in writing during the bidding process detailed in Section C.2, and the brand named is not mandated pursuant to a brand name exemption.

COUNTY shall determine, in its sole discretion, whether a product offered is "or approved equal".

C.2 SOLICITATION PROTEST; REQUEST FOR CHANGE; REQUEST FOR CLARIFICATION; REQUEST FOR BRAND NAME / PRODUCT SUBSTITUTION

C.2.1 PROCEDURE: The appropriate means of seeking clarifications or modifications to provisions of an ITB are through (a) requests for approval of an "or approved equal" or an "or approved equivalent"; (b) requests for clarification; (c) formal submittal of requests for changes to contractual terms or Specifications or Plans; and (d) formal submittal of protests of contractual terms or Specifications or Plans. Any Bid response that includes non-approved alternate product brands where approval is required, or that takes exception to the Specifications or Plans or contractual terms of the ITB may be deemed non-responsive and may be rejected.

C.2.2 METHOD OF SUBMITTING REQUESTS FOR MODIFICATION OF ITB PROVISIONS: E-mails containing requests for brand approval, requests for substitution, requests for clarification, requests for change, and Bid protests must reference the following as the subject:

Brand Approval/Request for Substitution/Request for Clarification/Request Change/Protest

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and must be received by the appropriate single point of contact as identified in Section C.1.2 by 2:00 P.M. (Pacific time) on March 6, 2025. Unless this specific deadline is extended by subsequent Addenda, no requests for brand approval, requests for substitution, requests for clarification, requests for change or protests pertaining to provisions contained in the originally issued ITB will be considered after the date specified herein.

C.2.3 REQUEST FOR APPROVAL OF AN "OR APPROVED EQUAL" OR AN "OR APPROVED EQUIVALENT": Pursuant to Section C.1.9.3, Bidders shall provide that product unless another is approved through a request for approval of an "or approved equal" or an "or approved equivalent, or a product exemption has been issued (ORS 279C.345). Other brands of equal quality, merit and utility will be considered upon proper submittal of the request with appropriate documentation.

Requests shall be made via e-mail and be submitted to the SPC under C.1.2.1 of the ITB document. To be considered, the request for changes must be received by the deadline specified in C.2.2.

- Requests shall provide all the information necessary for the County to determine product acceptability.
- Failure to provide sufficient information with the request shall be cause for the request not to be considered as equivalent

- Any product subsequently approved for substitution shall be listed on an Addendum issued by COUNTY and posted on the Marion County Procurement Collaboration Portal.

C.2.4 REQUEST FOR CLARIFICATION: Any Bidder that finds discrepancies in, or omissions from any provision of the ITB, Plans, Specifications, or Contract Documents or has doubt as to the meaning, shall make a request for clarification via e-mail, to the contact point listed in Section C.1.2.1. To be considered, the request for clarification must be received by COUNTY by the deadline specified in Section C.2.2.

C.2.5 REQUEST FOR CHANGES TO CONTRACTUAL TERMS OR SPECIFICATIONS OR PLANS: Any Bidder may submit a request for changes to contractual terms, Plans, or Specifications, via e-mail, to the contact point listed in Section C.1.2.1. To be considered, the request for changes must be received by COUNTY by the deadline specified in Section C.2.2. The request shall include the reason for requested changes, supported by factual documentation, and any proposed changes.

C.2.6 PROTEST OF CONTRACTUAL TERMS, PLANS, OR SPECIFICATIONS: Any Bidder who believes contractual terms, Plans, or Specifications are unnecessarily restrictive or limit competition may submit a protest, via e-mail, to the contact point listed in Section C.1.2.1. To be considered, the protest must be received by COUNTY by the deadline specified in Section C.2.2. The protest shall include the legal and factual grounds for the protest, a description of the resulting prejudice to the Bidder if the protest is not granted, and any proposed changes.

C.2.7 RESPONSE TO REQUESTS FOR CLARIFICATION: Clarifications, whether verbal, in writing, or included in an Addendum as a "clarification," do not change Plans, Specifications, contractual terms, or procurement requirements of an ITB. If a request for clarification raises an issue that COUNTY determines should be handled by formally amending the ITB, COUNTY will do so only by announcing such a change in an Addendum, not through information identified as a "clarification."

C.2.8 RESPONSE TO REQUESTS FOR BRAND APPROVAL, REQUESTS FOR SUBSTITUTION, REQUESTS FOR CHANGE AND PROTESTS: COUNTY shall promptly respond to each properly submitted request for brand approval, request for substitution, request for change, and protest. Where appropriate, COUNTY will issue ITB revisions via Addenda posted on the Marion County Procurement Collaboration Portal. COUNTY may also informally respond to Bidder questions.

HOWEVER, INFORMAL RESPONSES DO NOT AFFECT THE PROVISIONS OF THE ITB. PLANS, SPECIFICATIONS, CONTRACTUAL TERMS, AND PROCUREMENT REQUIREMENTS OF THE ITB CAN ONLY BE CHANGED VIA ADDENDA ISSUED BY COUNTY AND POSTED ON THE MARION COUNTY PROCUREMENT COLLABORATION PORTAL.

C.3 PROTEST OF ADDENDA

Requests for clarification, requests for change and protests of Addenda must be received by the time and date specified in the Addendum or they will not be considered. County will not consider requests or protests of matters not added or modified by the Addendum.

C.4 BID FORMAT

- C.4.1 SIGNATURE REQUIRED:** All Bid documents requiring signature must be signed by an authorized representative of the Bidder.
- C.4.2 IN WRITING:** Bids and pricing information shall be prepared by typewriter, ink or by computer, but must be signed by an authorized representative of the Bidder. No oral, telegraphic, telephone, or facsimile Bids will be accepted. Bids must be submitted by e-mail via the Procurement Collaboration Portal.
- C.4.3 FORMS TO BE USED:** Required information shall be submitted on the forms specified in the ITB. Any information Bidder submits that is not required to be included on forms prescribed by County shall be formatted in the manner called for in the ITB and submitted on Bidder's letterhead.
- C.4.4 INFORMATION TO BE SUBMITTED WITH THE BID:** The items listed below in this section shall be submitted or the Bid shall be found to be non-responsive.

The following shall be submitted prior to Closing:

- Pricing Submittal Form, Exhibit 1;
- Bid Security Requirements as per Section D;
- Construction Contractors Board (CCB) Registration Requirements; Asbestos Abatement Licensing Requirements, & Joint Venture - Partnership Declaration, Section G;
- Addenda Acknowledgement; Section H;
- Responsibility Inquiry & Contractor References; ESB Utilization, Section I;
- Residency Information, Section J;
- Signature of Bidder's Duly Authorized Representative, Section O;
- Addenda (If required)

The following shall be submitted either with the Bid submission or within two (2) working hours after the Closing:

- First Tier Subcontractor Disclosure Form, Section F

- C.4.5 BID MODIFICATION PRIOR TO CLOSING:** Alterations and erasures made before Bid submission must EACH be INDIVIDUALLY initialed by the person signing the Bid. Bids, once submitted, may be modified in writing before Closing. Modifications made after Bid submission shall be prepared on Bidder's letterhead, be signed by an authorized representative, and state that the modifications amend and supersede the prior Bid. Failure to comply with the provisions of this paragraph of Section C.4.5 will result in Bid rejection.

- C.4.5.1** Nothing in Section C.4.5 shall be construed as allowing the Bidder to alter or otherwise change the form of the Bid, the form of the Contract, the conditions of the Bid, or the Specifications or Plans attached to the Bid documents.

C.4.5.2 Modifications must be uploaded via Marion County Collaboration Portal prior to Bid closing and marked as follows:

ITB Number PW1615-25 Bid Modification
Closing Date, Closing Time

C.4.5.3 Bidders may not modify Bids after Closing.

C.5 BID SUBMISSION

C.5.1 BID SUBMITTED BY BIDDER MUST BEAR A SIGNATURE. FAILURE TO SUBMIT A BID WITH A SIGNATURE WILL RESULT IN REJECTION OF THE BID.

Bids must be submitted via the Procurement Collaboration Portal prior to the time and date set forth on the cover page of this ITB. Instructions for the Procurement Collaboration Portal can be found in Section C.1.5.

C.6 BID WITHDRAWALS PRIOR TO CLOSING

IN WRITING: Bids may be withdrawn in writing when submitted on Bidder's letterhead, signed by an authorized representative, and received by County prior to Closing. Bid withdrawals submitted in writing must be labeled as such and contain the ITB number.

C.7 CLOSING & OPENING / FIRST TIER SUBMITTAL

C.7.1 CLOSING: Bids must be submitted via the Procurement Collaboration Portal prior to the Closing date/time. Bids will not be accepted after the Closing date/time as stated on page one (1) of this ITB or as may be extended by any subsequently issued Addenda. Facsimile Bids will not be allowed or accepted. Failure to comply with this requirement will result in rejection of the Bid as non-responsive.

Electronic Bids will be publicly opened and read by the SPC or designee immediately following the Closing date/time specified on page one (1) of the ITB, at County, at 5155 Silverton Rd NE, Salem, Oregon. A Microsoft Teams meeting will be held at 2:00 PM for the Bid Opening following the specific time included in the Bid Opening Date. Be sure to have MS Teams access available on your computer or mobile phone and follow the following link [Construction of Salmon Falls Park Habitat Enhancement](#).

Only the name of the Bidder(s) and the total cost will be read at the opening. It is optional for Bidders to attend Opening. Award decisions will not be made at Opening. Bids received after the date/time for Closing will not be considered for award.

C.7.2 FIRST TIER SUBCONTRACTOR DISCLOSURE FORM: First tier subcontractor disclosure forms must be returned and received within two working hours after the Closing to the SPC at the Reception Desk of the Public Works Department at 5155 Silverton Rd NE, Salem, Oregon or via email at pwcontracts@co.marion.or.us or uploaded via Marion County Procurement Collaboration Portal – company profile. Failure to comply with this requirement shall result in rejection of the Bid as non-responsive.

C.8 PRELIMINARY BID RESULTS

Prior to the Intent to Award Announcement, County will post preliminary Bid results no later than 2:00 PM the following business day on the OregonBuys website. Such postings may not be correct, are not final, and should not be interpreted as an Intent to Award.

C.9 TIME FOR BID ACCEPTANCE

A Bidder's Bid is a firm Bid, irrevocable, valid, and binding on the Bidder for not less than sixty (60) or calendar days from the Closing date.

C.10 EXTENSION OF TIME FOR BID ACCEPTANCE

County may request, orally or in writing, that Bidders extend, in writing, the time during which County may consider their Bids. If a Bidder agrees to such extension, the Bid shall continue as a firm Bid, irrevocable, valid, and binding on the Bidder for the agreed-upon extension period.

C.11 METHOD OF AWARD

The responsiveness of Bids and responsibility of Bidders and of their proposed subcontractors will be considered in making the award.

- C.11.1 METHOD OF BID AWARD:** Award will be made to the responsible Bidder submitting the lowest total for a responsive BASE BID. The County reserves the right to award the BASE BID only, BASE BID and any ALTERNATES listed, and to reject all Bids.

C.12 SUBSTANTIAL COMPLIANCE REQUIRED

Bids not in substantial compliance with ITB requirements cannot be considered and cannot be supplemented by submissions delivered after Closing. However, County may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

C.13 BID EVALUATION CRITERIA

Bids will be evaluated to identify the lowest responsive Bid submitted by a responsible Bidder and not otherwise disqualified. (Refer to MCPCR 40-0380) Adjustments made to account for reciprocal preferences will be for Bid evaluation purposes only. No such adjustments shall operate to amend Bidder's Bid, or any Contract awarded pursuant thereto.

- C.13.1 RESPONSIVENESS:** For its Bid to be considered responsive, the Bidder must substantially comply in all material respects with applicable solicitation procedures and requirements and the solicitation documents. In making such evaluation, County may waive minor informalities and irregularities.
- C.13.2 RESPONSIBILITY:** Prior to award of a Contract, County will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility identified in MCPCR 40-0390. In doing so, County may investigate Bidder and request information in addition to that already required in the ITB, when County, in its sole discretion, considers it necessary or advisable.
- C.13.3 OREGON PREFERENCE:** Awards shall be subject to preference for products produced or manufactured in Oregon, if price, fitness, and quality are equal; and, solely for the purpose of evaluating Bids, County will add a percent increase to the Bid of a non-resident Bidder equal to the percent, if any, of the preference given to the Bidder in the state in which the Bidder resides.

For example, if the Bidder is from a state that grants a ten (10) percent preference to local Bidders, County will add ten (10) percent to that Bidder's Bid price (MCPCR 10-0300).

C.14 PROCESSING OF BIDS

Neither the release of a Bid Security, nor acknowledgment that the selection process is complete (whether by posting of a Bid tabulation sheet, issuance of notice intent to award, or otherwise), shall operate as a representation by County that any Bid submitted was complete, sufficient, lawful in any respect, or otherwise in substantial compliance with the ITB requirements.

C.15 WITHDRAWAL BY COUNTY OF BID ITEMS PRIOR TO AWARD

County reserves the right to delete Bid items. The deletion of one or more Bid items will not affect the method of award.

C.16 REJECTION OF BIDS

C.16.1 REJECTION OF ALL BIDS: County may reject all Bids for good cause upon its finding that it is in the public interest to do so.

C.16.2 REJECTION OF PARTICULAR BIDS: County may reject a particular Bid for any of the reasons listed under MCPCR 40-0440.

C.17 INTENT-TO-AWARD ANNOUNCEMENT

County reserves the right to announce its intent to award prior to formal Contract award by posting the tabulation sheet of Bid results on the OregonBuys website, or by letter ("Notice of Intent-to-Award"). The Notice Intent-to-Award shall serve as notice to all Bidders that County intends to make an award.

C.18 PROTEST OF INTENT TO AWARD

Adversely affected or aggrieved Bidders shall have seven (7) calendar days from the date of the Notice Intent-to-Award within which to file a written protest. Protests submitted after that date will not be considered. Protests must specify the grounds upon which the protest is based.

C.18.1 In order to be an adversely affected or aggrieved Bidder, the Bidder must claim to be eligible for award of the Contract as the responsible Bidder submitting the lowest responsive Bidder and that any and all lower Bidders are ineligible to receive Contract award.

C.18.2 An actual Bidder who is adversely affected or aggrieved by the award of the Contract to another Bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the deadline.

C.19 RESPONSE TO INTENT-TO-AWARD PROTESTS

County will respond in writing to intent-to-award protests submitted by adversely affected or aggrieved Bidders. County may also respond to intent-to-award protests submitted by other Bidders for purposes of clarification. However, any response provided by County is not intended to, and shall not in and of itself constitute confirmation that the Bidder is, in fact, adversely affected or aggrieved, and therefore entitled to protest an intent to award, or that the protest was timely filed.

C.20 AWARD

After expiration of the seven (7) calendar-day intent-to-award protest period, and resolution of all protests, County will proceed with final award. (If County receives only one Bid, County may dispense with the intent-to-award protest period and proceed with award of a Contract.)

C.21 COMMENCEMENT OF WORK

Contractor shall not commence Work under the Contract until the Notice to Proceed has been issued.

C.22 REVIEW OF AWARDED BID FILES

Awarded Bid files are public records and available for review at County by appointment during regular business hours (Monday through Friday).

C.23 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL BIDDER

- C.23.1 INSURANCE:** The apparent successful Bidder shall provide all required proofs of insurance to County within seven (7) calendar days of notification of intent to award. Failure to present the required documents within the seven (7) calendar-day period may result in Bid rejection. Bidders are encouraged to consult their insurance agent(s) about the insurance requirements as identified in [Section 00170.70 of the General Conditions](#) and the Supplemental General Conditions prior to Bid submission.

Bidders must satisfy these insurance requirements by obtaining insurance coverage from insurance companies or entities acceptable to the County that are allowed to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to do an insurance business in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and are approved by County. County's approval will be based on its assessment of the non-admitted surplus lines insurer and the suitability of surplus lines insurance for this particular procurement.

- C.23.2 PERFORMANCE BOND and PAYMENT BOND:** The successful Bidder shall be required to furnish a Performance Bond and a Payment Bond each in the total amount (100%) of the awarded Contract, executed in favor of Marion County, to ensure faithful performance of the Contract and payment for services and goods.

NOTE: THE COUNTY PROVIDED PERFORMANCE AND PAYMENT BONDS ARE THE FORMS APPROVED AND REQUIRED TO BE USED FOR THIS ITB.

Marion County Performance Bond and Payment Bond form are Exhibits 3 & 4, respectively.

The apparent successful Bidder shall provide all required bonding to Marion County within seven (7) calendar days of notification of award. Failure to present the required documents within seven (7) calendar days may be grounds for award disqualification.

- C.23.3 JOINT VENTURE/PARTNERSHIP INFORMATION:** The apparent successful Bidder, if a Joint Venture/Partnership shall provide a copy of the joint venture agreement or partnership agreement evidencing authority to Bid and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if applicable) evidencing corporate authority to participate as a joint

venturer or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venture will be required to sign the Contract awarded.

SECTION D BID SECURITY REQUIREMENTS

Each Bid shall be accompanied by a certified or cashier's check, irrevocable letter of credit (Bank), or Bid Bond, payable to Marion County in an amount equal to ten percent (10%) of the total amount of the Bid.

Bid Security shall be furnished to Marion County as security against the failure of the undersigned to comply with all requirements within the time frames established subsequent to notification of award.

If the undersigned fails to (1) execute the Contract, (2) furnish a Performance Bond and a Payment Bond, or (3) furnish certificates of insurance within seven (7) calendar days of the written notification of intent to award a Contract, then COUNTY may cash the check, draw under the letter of credit or otherwise collect under the Bid Security.

The Marion County Bid Bond form is Exhibit 2.

SECTION E PREVAILING WAGE RATES (BOLI REQUIREMENTS)

E.1 COMPLIANCE

The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates, as outlined in [Sections 00170.65 of the General Conditions](#).

Before starting Work the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting the Subcontractor to start Work.

E.2 BOLI

This ITB and the resulting Contract are subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:

These BOLI wage rates are available online at:
http://egov.oregon.gov/BOLI/WHDPWR/pwr_book.shtml

E.3 The Work will take place in Marion County.

SECTION F FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

F.1 Pursuant to ORS 279C.370 and MCPCR 40-0360

Bidders are required to disclose information about certain first-tier subcontractors when COUNTY estimates the Contract value for a Public Improvement to be greater than \$100,000. Specifically,

when the Contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project Bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Bidder must disclose the following information about that subcontract in its Bid submission or within two (2) working hours after Closing:

- The subcontractor's name,
- Dollar value and,
- The category of work that the subcontractor would be performing.

If the Bidder will not be using any subcontractors that are subject to the above disclosure requirements, the Bidder is required to indicate "NONE" on the Disclosure Form.

COUNTY MUST REJECT AN BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

F.2 A Bidder shall submit

the disclosure form required by MCPCR 40-0360 either in its Bid submission or within two (2) working hours after Closing.

Compliance with the disclosure and submittal requirements is a matter of responsiveness. Bids which are submitted by Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award.

F.3 County shall obtain

and make available for public inspection, the disclosure forms required by MCPCR 40-0360. County shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. County is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.



Marion County
OREGON

**ADDENDUM #1
TO THE
INVITATION TO BID
PW1615-25 - ITB - CONSTRUCTION OF SALMON FALLS PARK HABITAT
ENHANCEMENT
ISSUED ON 2/17/2025 9:00:00 AM**

The following information in this addendum, hereby become part of the Invitation To Bid. It is essential that all prospective Offerors note the content of this Addendum.

A. Exhibit 7 – Special Provisions: Update the following information

- i. Remove existing Professional of Record Certification and Replace with the attached.
- ii. SECTION 01030 – SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

Botanical Name	PLS Specified Rate
<i>Triticum aestivum x Elytiglia elongata</i>	35-40 (lb/acre)
(Common Name)	
(Regreen)	(or as recommended by supplier)

01030.15 Mulch – Delete “or plant seeds” from first sentence.

Add the following paragraph and bullets to the end of this subsection:

Furnish mulch slurry for seeding according to the following:

- Standard hydromulch (per 01030.48(3))
- Tackifier (per 01030.16)
- Ecobiotics Plus (per 01030.47)
- Regreen (per specified rate)

iii. SECTION 00280 – EROSION AND SEDIMENT CONTROL

00280.00 Scope - ~~Replace “1200-CA” with “1200-CN” in the paragraph that begins with “This Work...”.~~

Delete the paragraph that begins “When contaminants, pollutants or hazardous materials...”.

Add the following paragraph to the end of this subsection:

Marion County's NPDES 1200-CAN permit is applicable to the Project.

~~00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands – Replace the bullet that begins “Information required under 1200-CA...” with the following bullet: Information required under 1200-CN permit, if applicable.~~

iv. SECTION 00290 – ENVIRONMENTAL PROTECTION

00290.30(a)(8) Turbidity Monitoring - In addition to the requirements of 00280.62(c) to monitor the receiving stream to identify water quality issues, during Work in waters of the State or U.S., implement best management practices (BMPs) to minimize turbidity and monitor turbidity according to the following:

- Every four hours, make observations at an upcurrent location outside the influence of the Project, and at a downcurrent location representative of turbidity caused by the Project.
- Document all turbidity monitoring observations including date, time, and location on form 734-2755, “Turbidity Monitoring Report” or another form approved by the Engineer. Submit reports to the Engineer weekly while working around waters of the State or U.S. and keep copies of the reports at the Project Site.
- A visible downcurrent turbidity plume emanating from the work area requires a presumption that project-caused turbidity is more than 10% above the upcurrent background level and is therefore in violation of DEQ's turbidity water quality standard (OAR 340-041-0036), unless turbidity meter analyses of samples taken from an upcurrent location and from a location within the visible plume show that the actual turbidity increase is no more than 10% above the upcurrent background level.
- If observations indicate that the Project has increased turbidity to more than 10% above the upcurrent background level, modify work procedures and repair or upgrade BMPs. If turbidity is still more than 10% above the upcurrent background level at the next four-hour observation, stop turbidity-causing Work and repair or upgrade BMPs. Resume such Work when downcurrent turbidity returns to no more than 10% above the upcurrent background level.

v. SECTION 00305 – CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications modified as follows:

00305.00 Scope – Add the following paragraph at the end of this section:
Project site is located outside of cellular service. Connecting to a network is not available.

00305.90 Payment – Replace this subsection except for title and number with the following:
No separate or additional payment will be made for work performed under this section.

B. Civil Engineering Construction Plans: Remove and Replace with the attached.

Remove:

C000 Civil Engineering Construction Plans

C050 1200-~~CN~~ EROSION AND SEDIMENT CONTROL PLAN

Replace with:

C000 Civil Engineering Construction Plans

C050 1200-CA EROSION AND SEDIMENT CONTROL PLAN

EXHIBIT 7


MARION COUNTY, OREGON

SPECIAL PROVISIONS

FOR

SALMON FALLS PARK HABITAT ENHANCEMENT

PROFESSIONAL OF RECORD CERTIFICATION:

<p>Seal w/signature</p> 	<p>I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for General Conditions, Erosion and Sediment Control, Environmental Protection, Construction Survey Work, Clearing and Grubbing, Earthwork, Seeding and Water Enhancements. Modified Special Provisions were prepared by me or under my supervision.</p> <p>Sections 00100, 00110, 00120, 00130, 00140, 00150, 00160, 00165, 00170, 00180, 00190, 00195, 00196, 00197, 00199, 00210, 00253, 00280, 00290, 00305, 00320, 00330, 01030, AND 01091.</p>
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FINAL ELECTRONIC DOCUMENT AVAILABLE UPON REQUEST

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: CONSTRUCTION OF SALMON FALLSBID #: PW 1615-25 CLOSING: Date: 3/6/25 Time: 2:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised Closing date or within two working hours after the advertised Closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
ANDERSONS EROSION CONTROL	MULCH, MATTING AND SEEDING	\$ 11,010 .00

Failure to submit this form by the deadline will result in a non-responsive bid. A non-responsive bid will not be considered for award.

Form submitted by (bidder name): SIEMUNO EXCAVATION & CONSTRUCTIONContact name: GIBSON KUENZE Phone no.: 503-769-6280

SECTION G CONSTRUCTION CONTRACTORS BOARD (CCB) REGISTRATION REQUIREMENTS / ASBESTOS ABATEMENT LICENSING REQUIREMENTS / JOINT VENTURE - PARTNERSHIP DISCLOSURE

G.1 CCB REQUIREMENTS

G.1.1 Bidders shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contracts. Failure to comply with this requirement shall result in bid rejection.

G.1.2 All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Bidders shall provide their Construction Contractors Board (ORS 701.055) registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: 128312

EXPIRATION DATE OF CCB NO.: 4/5/2026

G.2 ASBESTOS ABATEMENT LICENSING REQUIREMENTS

An asbestos abatement license under ORS 468A.720 will not be required of the Contractor or its subcontractors.

G.3 JOINT VENTURE/PARTNERSHIP DISCLOSURE

The Bidder shall disclose whether the Bid is submitted by either a partnership or joint venture.

NO: X YES: _____

If yes, the Bidder shall provide the name of the contact person for the partnership or joint venture.

Name: N/A

SECTION H ADDENDA ACKNOWLEDGEMENT

County reserves the right to make changes to the Invitation to Bid and the resulting Contract, by written Addenda, prior to the Closing time and date. Addenda will be advertised on the Marion County Procurement Collaboration Portal. County is not responsible for a Bidders failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by County and upon issuance are incorporated into the Invitation to Bid or the resulting Contract.

By Bidder's signature in Section P it ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

If any Addenda are issued in connection with this ITB, Bidder has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB.

ADDENDA: No. 0 to No. 1 inclusive.

SECTION I RESPONSIBILITY INQUIRY/CONTRACTOR REFERENCES

The County reserves the right, pursuant to MCPCR 40-0390 to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Bidder's responsibility to perform the Contract. Submission of a signed Bid shall constitute approval for the County to obtain any information the County deems necessary to conduct the evaluation. The County shall notify the apparent successful Bidder, in writing, of any other documentation required. Failure to promptly provide this information shall result in Bid rejection. The County may postpone the award of the Contract after announcement of the apparent successful Bidder in order to complete its investigation and evaluation. Failure of the apparent successful Bidder to demonstrate responsibility, as required under MCPCR 40-0390, shall render the Bidder non-responsible and shall constitute grounds for Bid rejection, as required under MCPCR 40-0440.

I.1 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Bidder certifies to the best of its knowledge and belief that neither it nor any of its principals:

- I.1.1** Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
- I.1.2** Have within a three-year period preceding this Bid, been convicted or had a civil judgement rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of Bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
- I.1.3** Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of these offenses enumerated in paragraph 2 of this certification;
- I.1.4** Have within a three-year period preceding this Bid, had one or more contracts terminated for default or failure to complete by any Federal, state or local public agency.
- I.1.5** Have within a 10-year period preceding this Bid been the debtor in a bankruptcy case.
- I.1.6** Have any present pending or unsatisfied judgements against it.
- I.1.7** Have within a 10-year period preceding this Bid, been party to litigation, arbitration or mediation on a matter related to payment to subcontractors or work performance on a contract.

The Bidder will provide immediate written notice to the County if at any time prior to contract award, the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this Bid. A certification that any of the items in the above paragraph exists will not necessarily be considered in connection with a determination of the Bidder's responsibility.

I.2 BIDDER REFERENCES FOR COMPARABLE PROJECTS IN SIZE AND SCOPE

Bidder shall provide a list of three different project references with the Bid that can be contacted regarding the quality of workmanship and service that the Bidder provided on projects of comparable size and scope. Bidder shall submit this information using the form provided in this section or may use the Bidder's form. The list of three different project references shall include the following information.

Project Reference #1

Name of Project: MILL CREEK STREAM RESTORATION

Project Location: STAYTON, OR

Project Date: 7/2021

Firm Name for Contact Person #1: E ODFW

Name of Contact Person #1: PAUL OLMSTEAD

Telephone Number for Contact Person #1: 541-757-5245

Fax number for Contact Person #1: N/A

Firm Name for Contact Person #2: N/A

Name of Contact Person #2: —

Telephone Number for Contact Person #2: —

Fax number for Contact Person #2: —

Project Reference #2

Name of Project: ODOT BAD BANKS

Project Location: NIAGARA, OR

Project Date: 2020 - 2021

Firm Name for Contact Person #1: ODOT / OTAK

Name of Contact Person #1: SCOTT BANKER

Telephone Number for Contact Person #1: 503-539-9824

Fax number for Contact Person #1: N/A

Firm Name for Contact Person #2: ODOT

Name of Contact Person #2: CONESSA HORVATH - ANDERSON

Telephone Number for Contact Person #2: 503-986-5821

Fax number for Contact Person #2: N/A

Project Reference #3

Name of Project: BAER LEONSHEND / BRACHIE

Project Location: DETROIT, MI

Project Date: 2022

Firm Name for Contact Person #1: USFS

Name of Contact Person #1: MIKE HOWARD

Telephone Number for Contact Person #1: 541-602-0843

Fax number for Contact Person #1: N/A

Firm Name for Contact Person #2: USFS

Name of Contact Person #2: LESLIE SILBERG

Telephone Number for Contact Person #2: 503-668-1667

Fax number for Contact Person #2: N/A

Bidder must provide references with the bid that can be contacted regarding the quality of workmanship and service that the Contractor's supervisor provided on current and past projects of similar size and complexity.

SECTION J RESIDENCY INFORMATION

MCPCR 40-0390 states "In determining the lowest responsive Bid, the County shall, in accordance with Section 40-0200, add a percentage increase to the Bid of a nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides".

"Resident Bidder" means a Bidder who has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the Bid, has a business address in this State, and has stated in the Bid whether the Bidder is a "resident Bidder". (MCPCR 10-0110)

"Non-resident Bidder" means a Bidder who is not a resident Bidder, as defined above. (MCPCR 10-0110)

a. Check one: Bidder is a (X) Resident Bidder () Non-resident Bidder

b. If a Resident Bidder, enter your Oregon business address: 100 SW SUBURBITY BLVD
SUBURBITY, OR 97385

c. If a Non-resident Bidder, enter state of residency: _____

FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. The County shall be entitled to withhold final payment under the Contract until Contractor has met this requirement.

SECTION K RETAINAGE

Retainage in the amount of five percent (5%) of the contract price of the work completed will be held by the County until such time as the project is completed and accepted by the County. Oregon law allows specific alternatives for the holding and accounting of this retainage at the option of the contractor.

FAILURE TO EXECUTE AND SUBMIT THIS FORM PRIOR TO EXECUTION OF THIS AGREEMENT WILL RESULT IN THE AUTOMATIC SELECTION OF THE FIRST OPTION.

The Contractor may elect one of the following options in providing for retainage for the project.

- ☐ (1) The County will withhold payment and invest the retainage in an interest-bearing account, established through the County, in a bank, savings bank, trust company or savings association for the benefit of the County. Interest on the account will accrue to the contractor. Funds in the account will be released to the Contractor within thirty (30) days of acceptance of the project.
- ☐ (2) For contracts exceeding \$500,000, the County will withhold payment and place amount deducted as retainage into an interest-bearing escrow account in a commercial bank or trust company in the name of Marion County. The county will recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Funds in the escrow account will be released to the Contractor within thirty (30) days of final acceptance of the project. Interest on the account will accrue to the Contractor.
- ☐ (3) No later than the contractor's execution of the contract, the contractor will deposit acceptable bonds or securities, equal to at least five percent (5%) of the contract amount, with the County or with a bank or trust company in Oregon. The bank or trust company will provide a safekeeping receipt to the County. The securities must cover all of the retainage.

Name of Lending Institution: _____

Acceptable Bonds and Securities to be Held in Lieu of Retainage:

- (a) Bills, certificates, notes, bonds or other obligations of the United States, its agencies or its wholly owned corporations.

(b) Indebtedness of the Federal National Mortgage Association.

(c) General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon.

(d) Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

- ☒ (4) The Contractor may, with approval of the County, deposit a surety bond for the benefit of the County, in a form acceptable to the County, in lieu of all or a portion of funds retained, or to be retained.

Name of Lending Institution: WESTERN SURETY COMPANY

SECTION L CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature in Section P of this Contract, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

SECTION M LAW REQUIREMENTS

M.1 QUALIFYING DRUG TESTING PROGRAM

Pursuant to MCPCR 40-0200 the Bidder certifies by its signature on these solicitation document forms that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

- M.1.1 A written employee drug testing policy,
- M.1.2 Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- M.1.3 Required testing of a Subject Employee when the Bidder has reasonable cause to believe the Subject Employee is under the influence of drugs.

M.2 TESTING PROGRAM

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

M.3 WARRANTY

If awarded a Public Improvement Contract as a result of this solicitation, Bidder agrees that at the time of Contract execution it shall represent and warrant to the Agency that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The Agency's performance obligation (which includes, without limitation, the

Agency's obligation to make payment) shall be contingent on Contractor's compliance with this representation and warranty.

M.4 SUBCONTRACTORS

If awarded a Public Improvement Contract as a result of this solicitation, Bidder also agrees that at the time of Contract execution, and as a condition to Agency's performance obligation (which includes, without limitation, the Agency's obligation to make payment), it shall require each subcontractor providing labor for the Project to:

- M.4.1** Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- M.4.2** Require that the subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

SECTION N CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS

By my signature in Section P, I certify that I am authorized to act on behalf of Bidder in this matter and that Bidder has not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is: (a) a minority, women or emerging small business enterprise certified under ORS 200.055; or (b) a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

SECTION O SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE BIDDER; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests, and certifies individually and on behalf of the Bidder that:

- O.1** He/she is a duly authorized representative of the Bidder, has been authorized by Bidder to make all representations, attestations, and certifications contained in this Bid and all Addenda, if any, issued.
- O.2** Bidder, acting through its authorized representatives, has read and understands all Bid instructions, Specifications, Plans, terms and conditions contained in this Bid document (including all listed attachments and Addenda, if any, issued);
- O.3** The Bid submitted is in response to the specific language contained in the ITB, and Bidder has made no assumptions based upon either (a) verbal or written statements not contained in the ITB, or (b) any previously-issued ITB, if any.
- O.4** The County shall not be liable for any claims or be subject to any defenses asserted by Bidder based upon, resulting from, or related to, Bidder's failure to comprehend all requirements of the ITB.
- O.5** The County shall not be liable for any expenses incurred by Bidder in preparing and submitting its Bid or in participating in the Bid evaluation/selection process.

- O.6 The Bidder agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI) regarding prevailing wage rates.
- O.7 The Bid was prepared independently from all other Bidders, and without collusion, fraud, or other dishonesty.
- O.8 Bidder is bound by and will comply with all requirements, Specifications, Plans, terms and conditions contained in this Bid (including all listed attachments and Addenda, if any, issued);
- O.9 Bidder will furnish the designated item(s) or service(s) in accordance with the Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting Contract upon award;
- O.10 Bidder represents and warrants that Bidder has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; and
- O.11 All affirmations and certifications contained in Sections J, K, M, N and O are true and correct.

Authorized Signature:  Title: CHIEF CONSTRUCTION OFFICER

Contact Person (Type or Print): GIBSON KUENZE

Telephone Number: (503) 769-6280

Email: GIBSON @ SIEGMUND COMPANIES. Com

EXHIBIT 1

PRICING SUBMITTAL FORM

PW 1615-25

USE PRICING SUBMITTAL FORM – DOWNLOAD FROM THE AGENCY’S PROCUREMENT
COLLABORATION PORTAL

PRICING SUBMITTAL INSTRUCTIONS:

Bidders shall enter pricing and other required information for all Bid Items listed in Exhibit 1 Pricing Submittal Form. If Pricing Submittal Form is replaced by Addendum, Bidders shall use the Addendum form to provide pricing and other required information. If the Pricing Submittal Form is only modified by Addendum, Bidders shall follow the instructions in the Addendum for making modifications to the Pricing Submittal Form. Failure to supply the required information in the Pricing Submittal Form or subsequent Addenda may result in Bid rejection as non-responsive.

BID SCHEDULE
 Marion County Public Works
 Construction of Salmon Falls Park Habitat Enhancement - Base Bid
 Marion County Bid Solicitation #: PW1615-25
 OregonBuys Bid Solicitation #: S-C25102-00012724

Item	Spec Number	Description	Quantity	UOM	Unit Cost	Total Cost
1	210	Mobilization	1	LS	16000	16000
2	253	Temporary Work Access and Containment	1	LS	13280	13280
3	280	Erosion Control	1	LS	12500	12500
4	280	Temporary Mulching, Hydromulch	1.6	AC	3000	4800
5	280	Matting, Type A	280	SY	6.75	1890
6	290	Pollution Control Plan	1	LS	1200	1200
7	290	Visual Turbidity Monitoring	1	LS	3000	3000
8	320	Wood Chip Pile Removal (and Dispose Onsite)	220	CY	17.5	3850
9	330	General Excavation (and Dispose Onsite)	1260	CY	35.5	44730
10	1030	Temporary Seeding, Regreen	1.6	AC	5750	9200
11	1091	LWD Apex Log Jam	7	EA	500	3500
12	1091	LWD Habitat Log Pile	3	EA	800	2400
Total					Items 1 - 12	116350

EXHIBIT 2

MARION COUNTY BID SECURITY FORM

KNOW ALL PERSONS BY THESE PRESENTS, that Siegmund Excacating & Construction, Inc., hereinafter called the Principal, and Western Surety Company, a Corporation organized and existing under and by virtue of the laws of the state South Dakota duly authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto Marion County hereinafter called the County, in the penal sum of Ten Percent of Total Amount Bid Dollars (\$ 10%), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith submitting his or its Bid Proposal for Construction of Salmon Falls Park Rehab said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as required by the bidding and the Contract Documents within the time set by said Documents, then this obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby agrees to pay to the County the sum as liquidated damages.

Signed and sealed this 3rd day of March, 2025.

Principal: Siegmund Excacating & Construction, Inc.

Surety: Western Surety Company

By: Gibson Kuenzi
Digitally signed by Gibson Kuenzi
 DN: c=US, e=Gibson@siegmundcompanies.com,
 o=Siegmund Excavation, CN=Gibson Kuenzi
 Date: 2025.03.06 09:51:22-08'00'

By: Tracy Stewart
Digitally signed by Tracy Stewart
 Date: 2025.03.04 10:50:27 -08'00'

Tracy Stewart
 Attorney-in-Fact

A certified copy of the Agent's Power of Attorney must be attached hereto.



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

A G Sadowski, Andrew Sadowski, Ty Moffett, Tracy Stewart, Beau Weathers, Staci Lee O'Dell, Individually

of Salem, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of January, 2025.



WESTERN SURETY COMPANY

Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of March, 2025



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond # 30219946

EXHIBIT 3

MARION COUNTY PERFORMANCE BOND FORM

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned Siegmund Excavating & Construction, Inc. as PRINCIPAL (hereinafter called CONTRACTOR), and Western Surety Company a corporation organized and existing under and by virtue of the laws of the state of South Dakota duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of One Hundred Sixteen Thousand Three Hundred Fifty Dollars & 00/100 Dollars (\$ 116,350.00) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated , 20 , which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Construction of Salmon Falls Park Habitat Enhancement

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect until the expiration of any statutes of limitation or repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract.

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for Construction of Salmon Falls Park Habitat Enhancement are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration, or addition to the terms of the Contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of March, 2025.

Siegmund Excacating & Construction, Inc.

~~SURETY~~ Principal

By: 

Title: CHIEF CONSTRUCTION OFFICER

PO Box 840

Street Address

Stayton, OR 97383

City, State ZIP

503-769-6280
Phone Number

Western Surety Company

SURETY

By: 

Title: Tracy Stewart, Attorney-in-Fact

1605 Liberty Street SE

Street Address

Salem, OR 97302

City, State ZIP

(503) 362-2711
Phone Number

Bond # 30219946

EXHIBIT 4

MARION COUNTY PAYMENT BOND FORM

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Siegmund Excavating & Construction, Inc. as PRINCIPAL and Western Surety Company a corporation organized and existing under and by virtue of the laws of the state of South Dakota, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of One Hundred Sixteen Thousand Three Hundred Fifty Dollars & 00/100 Dollars (\$ 116,350.00) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated _____, 20____, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows:
Construction of Salmon Falls Park Habitat Enhancement

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid Contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600 to 279C.620.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses, or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration, or addition to the terms of

the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of March, 2025.

Siegmund Excacating & Construction, Inc.

~~SURETY~~ Principal

By: 

Title: Chief Construction Officer

PO Box 840

Street Address

Stayton, OR 97383

City, State ZIP

531-761-6280

Phone Number

Western Surety Company

SURETY

By: 

Title: Tracy Stewart, Attorney-in-Fact

1605 Liberty Street SE

Street Address

Salem, OR 97302

City, State ZIP

(503) 362-2711

Phone Number

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

A G Sadowski, Andrew Sadowski, Ty Moffett, Tracy Stewart, Beau Weathers, Staci Lee O'Dell, Individually

of Salem, OR, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of January, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of March 2025



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

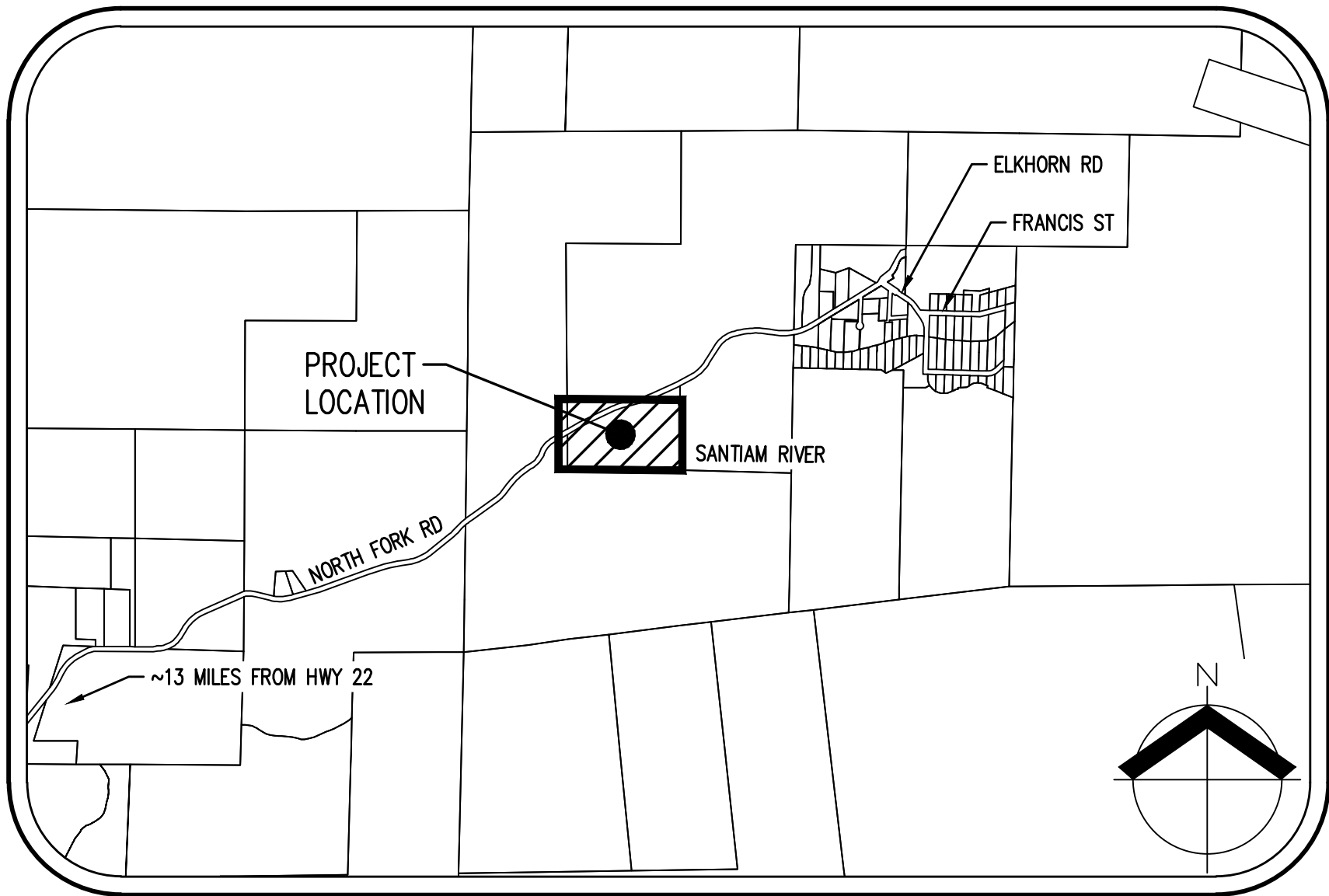
This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

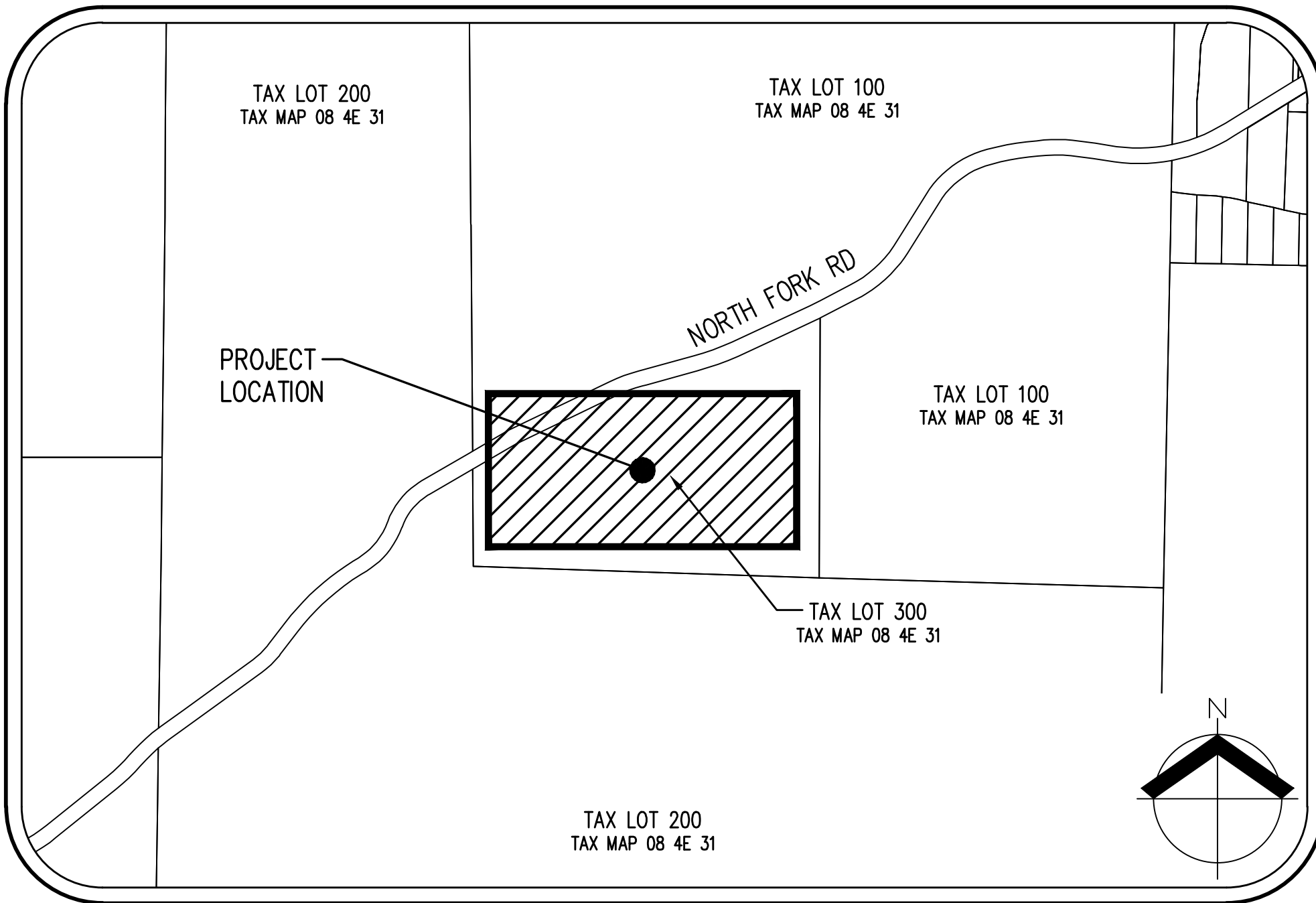
SALMON FALLS PARK HABITAT ENHANCEMENT

CIVIL ENGINEERING CONSTRUCTION PLANS



VICINITY MAP

NOT TO SCALE



SITE MAP

1" = 500'

CIVIL ENGINEERING/ SURVEYING/LAND USE PLANNING/LANDSCAPE ARCHITECTURE FIRM

AKS ENGINEERING & FORESTRY, LLC
CONTACT: JULIE WIRTH-MCGEE, PWS
3700 RIVER RD N, STE 1
KEIZER, OR 97303
PH: 503.400.6028
WWW.AKS-ENG.COM

OWNER

MARION COUNTY PARKS
CONTACT: KEVIN THOMPSON
5155 SILVERTON RD NE
SALEM, OR 97305
PH: 503.588.5299

LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED
DECIDUOUS TREE		STORM DRAIN CLEAN OUT	
CONIFEROUS TREE		STORM DRAIN CATCH BASIN	
FIRE HYDRANT		STORM DRAIN AREA DRAIN	
WATER BLOWOFF		STORM DRAIN MANHOLE	
WATER METER		GAS METER	
WATER VALVE		GAS VALVE	
DOUBLE CHECK VALVE		GUY WIRE ANCHOR	
AIR RELEASE VALVE		UTILITY POLE	
SANITARY SEWER CLEAN OUT		POWER VAULT	
SANITARY SEWER MANHOLE		POWER JUNCTION BOX	
SIGN		POWER PEDESTAL	
STREET LIGHT		COMMUNICATIONS VAULT	
MAILBOX		COMMUNICATIONS JUNCTION BOX	
		COMMUNICATIONS RISER	

	EXISTING	PROPOSED
RIGHT-OF-WAY LINE		
BOUNDARY LINE		
PROPERTY LINE		
CENTERLINE		
DITCH		
CURB		
EDGE OF PAVEMENT		
EASEMENT		
FENCE LINE		
GRAVEL EDGE		
POWER LINE		
OVERHEAD WIRE		
COMMUNICATIONS LINE		
FIBER OPTIC LINE		
GAS LINE		
STORM DRAIN LINE		
SANITARY SEWER LINE		
WATER LINE		
RECLAIMED WATER LINE		

PROJECT LOCATION

TAX LOT 300, LOCATED IN THE SOUTHERN
HALF OF SECTION 31, TOWNSHIP 8 SOUTH,
RANGE 4 EAST, WILLAMETTE MERIDIAN,
MARION COUNTY, OREGON.

VERTICAL DATUM

NAVD 88. ELEVATIONS ARE BASED ON GPS
OBSERVATIONS COLLECTED USING THE TRIMBLE
RTX SERVICE.

PROJECT ADDRESS

SALMON FALLS
34500 NORTH FORK ROAD
LYONS, OR 97358
N: 44.832325
E: 122.369600

PROJECT RECORD DRAWING

CONTRACTOR SHALL PROVIDE THE OWNER'S REPRESENTATIVE WITH A REDLINED COPY OF THESE CONSTRUCTION PLANS
SHOWING AS-BUILT ELEVATIONS, LOCATIONS, AND PLAN DEVIATIONS. REDLINED AS-BUILT DRAWINGS SHALL BE SUBMITTED TO
THE OWNER'S REPRESENTATIVE ONE WEEK PRIOR TO REQUESTING WALK-THROUGH AND/OR ACCEPTANCE OF SUBSTANTIAL
COMPLETION.

I, THE UNDERSIGNED, STATE I HAVE CHECKED AND VERIFIED THAT THESE REDLINED AS-BUILT DRAWINGS ARE ACCURATE AND
COMPLETE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE (CONTRACTOR)

DATE



Know what's below.
Call before you dig.

ATTENTION EXCAVATORS

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY
NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0001 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 BUSINESS DAYS BUT NOT MORE
THAN TEN BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6699.

SHEET INDEX

- C000 COVER SHEET WITH SITE AND VICINITY MAPS
- C001 GENERAL CONSTRUCTION NOTES
- C002 EXISTING CONDITIONS PLAN
- C050 EROSION AND SEDIMENT CONTROL PLAN (ESCP) COVER SHEET
- C051 CLEARING AND DEMOLITION ESCP
- C052 MASS GRADING AND GROUND STABILIZATION ESCP
- C053 FINAL STABILIZATION ESCP
- C054 ESCP DETAILS
- C100 GRADING PLAN - FLOW-THROUGH WETLAND
- C101 GRADING PLAN - IMPOUNDING WETLAND
- C200 PLAN & PROFILE - FLOW-THROUGH WETLAND
- C201 PLAN & PROFILE - IMPOUNDING WETLAND
- C300 CONSTRUCTION DETAILS

LEGEND

EXISTING

EXISTING

DECIDUOUS TREE

CONIFEROUS TREE

FIRE HYDRANT

WATER BLOWOFF

WATER METER

WATER VALVE

DOUBLE CHECK VALVE

AIR RELEASE VALVE

SANITARY SEWER CLEAN OUT

SANITARY SEWER MANHOLE

SEW

STREET LIGHT

MALBOX

STORM DRAIN CLEAN OUT

STORM DRAIN CATCH BASIN

STORM DRAIN AREA DRAIN

STORM DRAIN MANHOLE

GAS METER

GAS VALVE

GUY WIRE ANCHOR

UTILITY POLE

POWER VAULT

POWER JUNCTION BOX

POWER PEDESTAL

COMMUNICATIONS VAULT

COMMUNICATIONS JUNCTION BOX

COMMUNICATIONS RISER

EXISTING

EXISTING

RIGHT-OF-WAY LINE

BOUNDARY LINE

PROPERTY LINE

CENTERLINE

DITCH

CURB

EDGE OF PAVEMENT

EASEMENT

FENCE LINE

GRAVEL EDGE

POWER LINE

OVERHEAD WIRE

COMMUNICATIONS LINE

FIBER OPTIC LINE

GAS LINE

STORM DRAIN LINE

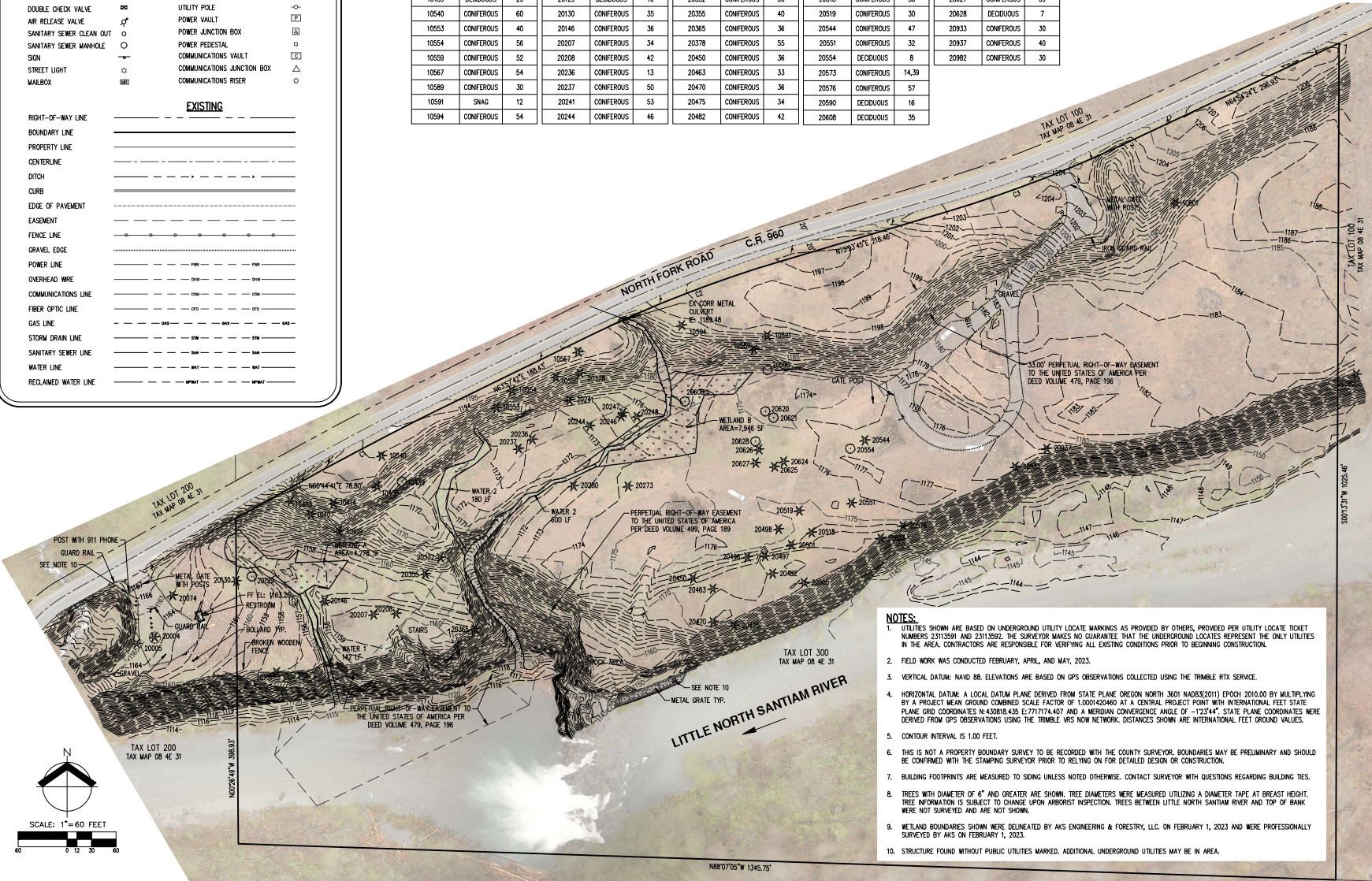
SANITARY SEWER LINE

WATER LINE

RECLAIMED WATER LINE

TREE TABLE			TREE TABLE			TREE TABLE			TREE TABLE			TREE TABLE		
TREE NUMBER	TYPE	DBH (IN.)	TREE NUMBER	TYPE	DBH (IN.)	TREE NUMBER	TYPE	DBH (IN.)	TREE NUMBER	TYPE	DBH (IN.)	TREE NUMBER	TYPE	DBH (IN.)
10403	CONIFEROUS	39	10801	CONIFEROUS	8	20246	CONIFEROUS	37	20496	CONIFEROUS	39	20620	DECIDUOUS	10
10407	CONIFEROUS	38	20004	CONIFEROUS	42	20247	CONIFEROUS	35	20497	CONIFEROUS	26	20621	DECIDUOUS	8
10414	CONIFEROUS	43	20005	CONIFEROUS	47	20248	CONIFEROUS	53	20498	CONIFEROUS	34	20624	CONIFEROUS	50
10419	CONIFEROUS	19	20074	CONIFEROUS	43	20273	CONIFEROUS	43	20501	CONIFEROUS	40	20625	CONIFEROUS	36
10435	CONIFEROUS	58	20101	CONIFEROUS	51	20280	CONIFEROUS	19	20505	CONIFEROUS	21	20626	CONIFEROUS	50
10439	DECIDUOUS	23	20129	DECIDUOUS	10	20332	CONIFEROUS	50	20518	CONIFEROUS	36	20627	CONIFEROUS	39
10540	CONIFEROUS	60	20130	CONIFEROUS	35	20355	CONIFEROUS	40	20519	CONIFEROUS	30	20628	DECIDUOUS	7
10553	CONIFEROUS	40	20146	CONIFEROUS	36	20365	CONIFEROUS	36	20544	CONIFEROUS	47	20933	CONIFEROUS	30
10554	CONIFEROUS	56	20207	CONIFEROUS	34	20378	CONIFEROUS	55	20551	CONIFEROUS	32	20937	CONIFEROUS	40
10559	CONIFEROUS	52	20208	CONIFEROUS	42	20450	CONIFEROUS	36	20554	DECIDUOUS	8	20982	CONIFEROUS	30
10567	CONIFEROUS	54	20236	CONIFEROUS	13	20463	CONIFEROUS	33	20573	CONIFEROUS	14.39			
10589	CONIFEROUS	30	20237	CONIFEROUS	50	20470	CONIFEROUS	36	20576	CONIFEROUS	57			
10591	SNAG	12	20241	CONIFEROUS	53	20475	CONIFEROUS	34	20590	DECIDUOUS	16			
10594	CONIFEROUS	54	20244	CONIFEROUS	46	20482	CONIFEROUS	42	20608	DECIDUOUS	35			

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	3980.00'	37.5°58'	224.50'
C2	1480.00'	9°26'03"	243.69'
C3	1520.00'	8°29'21"	225.21'



- NOTES:
- UTILITIES SHOWN ARE BASED ON UNDERGROUND UTILITY LOCATE MARKINGS AS PROVIDED BY OTHERS. PROVIDED PER UTILITY LOCATE TICKET NUMBERS 2311309 AND 2313592. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND LOCATES REPRESENT THE ONLY UTILITIES IN THE AREA. CONTRACTORS ARE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
 - FIELD WORK WAS CONDUCTED FEBRUARY, APRIL, AND MAY, 2023.
 - VERTICAL DATUM: NAVD 88. ELEVATIONS ARE BASED ON GPS OBSERVATIONS COLLECTED USING THE TRIMBLE RTX SERVICE.
 - HORIZONTAL DATUM: A LOCAL DATUM PLANE DERIVED FROM STATE PLANE OREGON NORTH 3601 NAD83(2011) EPOCH 2010.00 BY MULTIPLYING BY A PROJECT MEAN GROUND COMBINED SCALE FACTOR OF 1.0001420480 AT A CENTRAL PROJECT POINT WITH INTERNATIONAL FEET STATE PLANE GRID COORDINATES N=430818.435 E=771773.407 AND A MERIDIAN CONVERGENCE ANGLE OF -1°25'44". STATE PLANE COORDINATES WERE DERIVED FROM GPS OBSERVATIONS USING THE TRIMBLE VRS NOW NETWORK. DISTANCES SHOWN ARE INTERNATIONAL FEET GROUND VALUES.
 - CONTOUR INTERVAL IS 1.00 FEET.
 - THIS IS NOT A PROPERTY BOUNDARY SURVEY TO BE RECORDED WITH THE COUNTY SURVEYOR. BOUNDARIES MAY BE PRELIMINARY AND SHOULD BE CONFIRMED WITH THE STAMPING SURVEYOR PRIOR TO RELYING ON FOR DETAILED DESIGN OR CONSTRUCTION.
 - BUILDING FOOTPRINTS ARE MEASURED TO SIDING UNLESS NOTED OTHERWISE. CONTACT SURVEYOR WITH QUESTIONS REGARDING BUILDING TIES.
 - TREES WITH DIAMETER OF 6" AND GREATER ARE SHOWN. TREE DIAMETERS WERE MEASURED UTILIZING A DIAMETER TAPE AT BREAST HEIGHT. TREE INFORMATION IS SUBJECT TO CHANGE UPON ARBORIST INSPECTION. TREES BETWEEN LITTLE NORTH SANTIAM RIVER AND TOP OF BANK WERE NOT SURVEYED AND ARE NOT SHOWN.
 - WETLAND BOUNDARIES SHOWN WERE DELINEATED BY AKS ENGINEERING & FORESTRY, LLC. ON FEBRUARY 1, 2023 AND WERE PROFESSIONALLY SURVEYED BY AKS ON FEBRUARY 1, 2023.
 - STRUCTURE FOUND WITHOUT PUBLIC UTILITIES MARKED. ADDITIONAL UNDERGROUND UTILITIES MAY BE IN AREA.

AKS

AKS ENGINEERING & FORESTRY, LLC
3700 RIVER RD. N. SE 1
SALMON FALLS, OREGON 97124
503.400.0028
WWW.AKS-ENG.COM

SALMON FALLS PARK

OREGON

LYONS

TAX LOT 300

EXISTING CONDITIONS

PLAN

DESIGNED BY: [blank]

DRAWN BY: TK

MANAGED BY: JS

CHECKED BY: BH

DATE: 07/20/2023

REGISTERED PROFESSIONAL LAND SURVEYOR

DIGITALLY SIGNED

05/06/2024 12:24:57 PM

CREATED BY: JOSEPH F. SULLIVAN

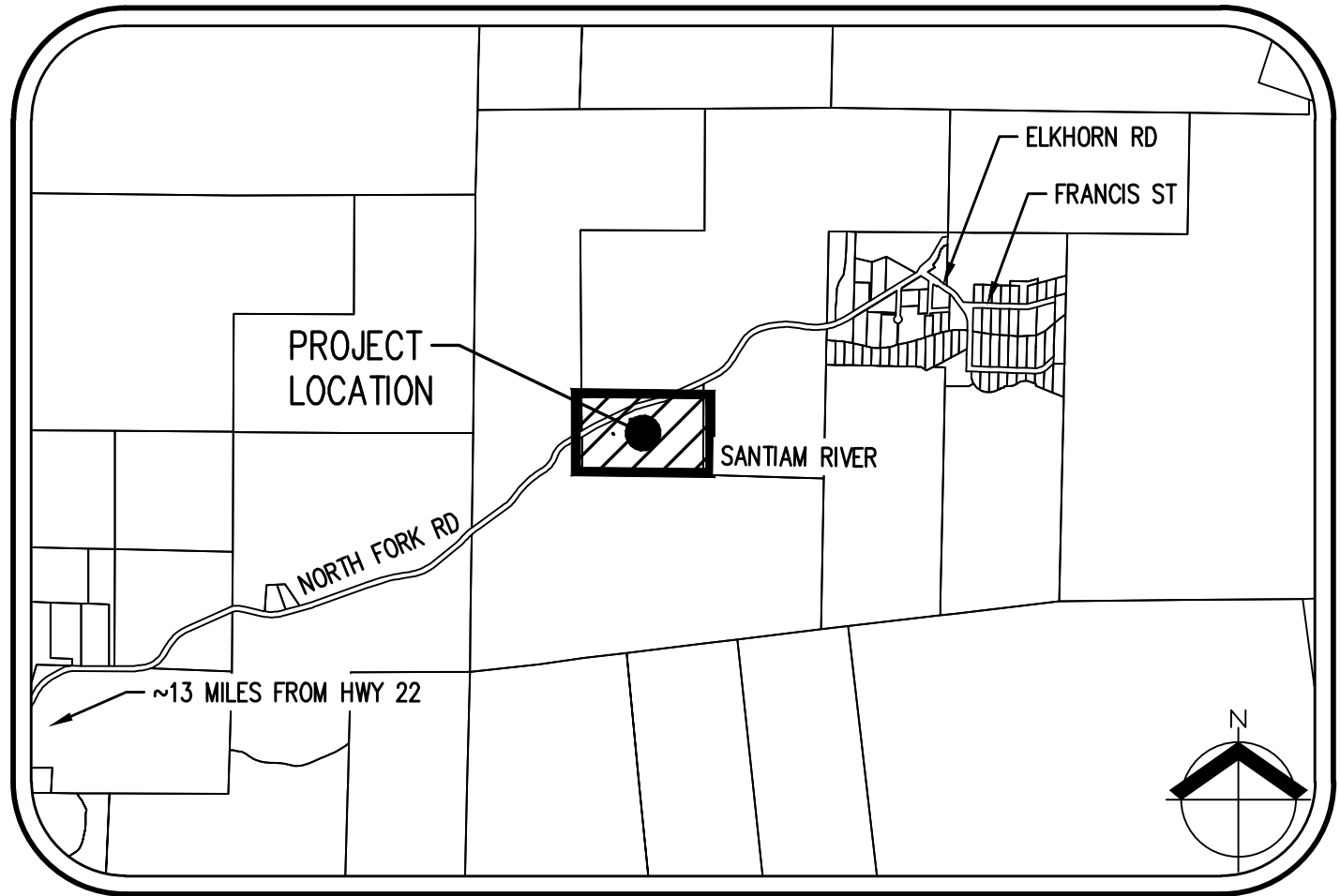
REVISIONS: 05/09/2024 WETLAND UPDATE

JOB NUMBER 9692-02

SHEET C002

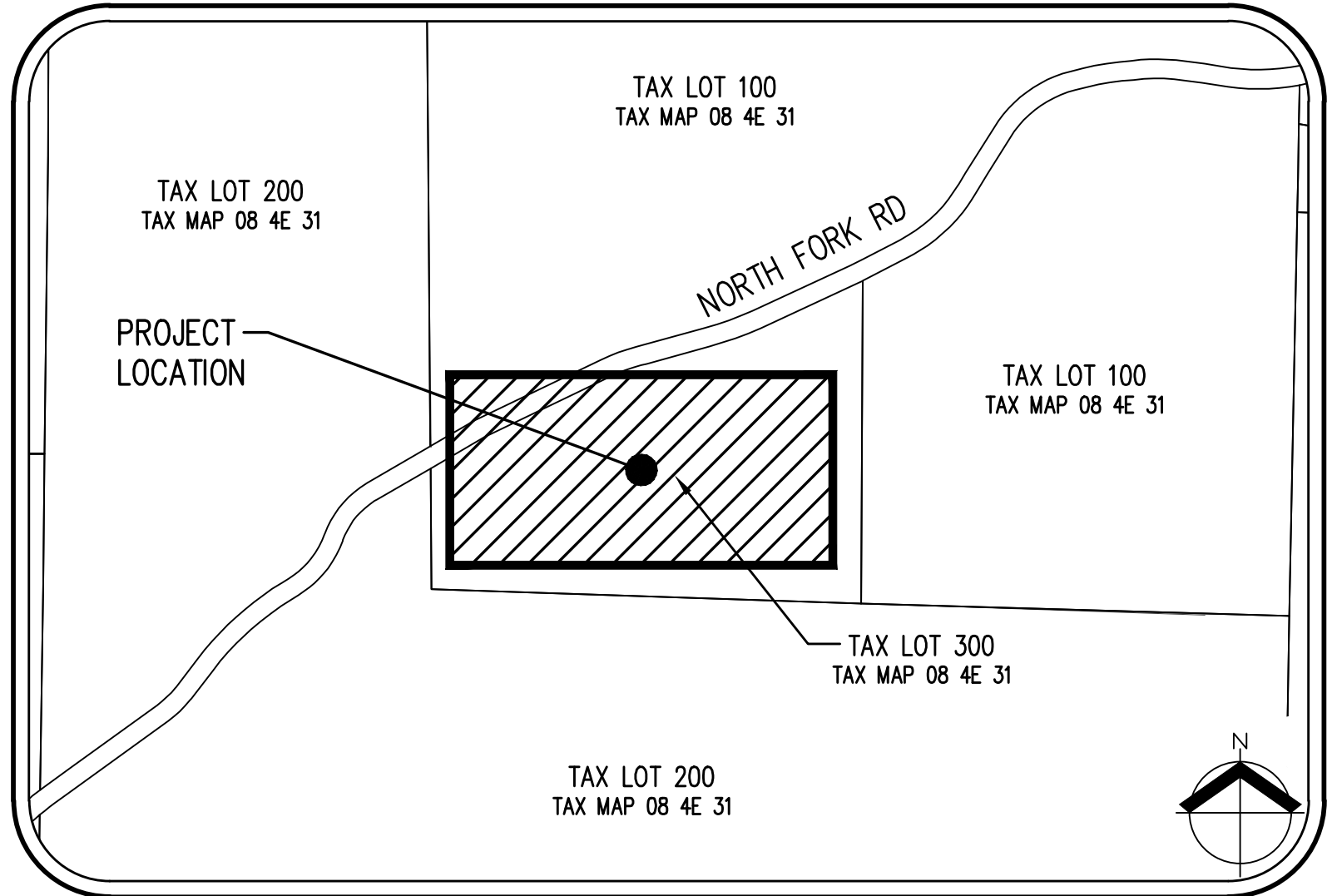
SALMON FALLS PARK HABITAT ENHANCEMENT

1200-CA EROSION AND SEDIMENT CONTROL PLAN



VICINITY MAP

1"=2000'



SITE MAP

1"=350'

SHEET INDEX

- C050 EROSION AND SEDIMENT CONTROL PLAN (ESCP) COVER SHEET
- C051 CLEARING AND DEMOLITION ESCP
- C052 MASS GRADING AND GROUND STABILIZATION ESCP
- C053 FINAL STABILIZATION ESCP
- C054 ESCP DETAILS



Know what's below.
Call before you dig.

RATIONALE STATEMENT

A COMPREHENSIVE LIST OF AVAILABLE BEST MANAGEMENT PRACTICES (BMP) OPTIONS BASED ON DEQ'S GUIDANCE MANUAL HAS BEEN REVIEWED TO COMPLETE THIS EROSION AND SEDIMENT CONTROL PLAN. SOME OF THE ABOVE LISTED BMP'S WERE NOT CHOSEN BECAUSE THEY WERE DETERMINED TO NOT EFFECTIVELY MANAGE EROSION PREVENTION AND SEDIMENT CONTROL FOR THIS PROJECT BASED ON SPECIFIC SITE CONDITIONS, INCLUDING SOIL CONDITIONS TOPOGRAPHIC CONSTRAINTS, ACCESSIBILITY TO THE SITE, AND OTHER RELATED CONDITIONS, AS THE PROJECT PROGRESSES AND THERE IS A NEED TO REVISE THE ESC PLAN, AN ACTION PLAN WILL BE SUBMITTED.

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 BUSINESS DAYS BUT NOT MORE THAN TEN BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6699.

DEVELOPER/APPLICANT

MARION COUNTY PUBLIC WORKS
CONTACT: KEVIN THOMPSON
5155 SILVERTON RD NE
SALEM, OR 97305
PH: 503.588.5299

CIVIL ENGINEERING / SURVEY FIRM

AKS ENGINEERING & FORESTRY, LLC.
CONTACT: JULIE WIRTH-MCGEE, PWS
3700 RIVER RD N, STE 1
KEIZER, OR 97303
PH: 503.400.6028
WWW.AKS-ENG.COM

CONTRACTOR

TBD

PROJECT LOCATION

34500 NORTH FORK ROAD
LYONS, OR 97358
LAT: 44.831850
LONG: -122.368770

PROPERTY DESCRIPTION

TAX LOT 300, LOCATED IN THE SOUTHERN HALF OF SECTION 31, TOWNSHIP 8 SOUTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, MARION COUNTY, OREGON.

NARRATIVE DESCRIPTIONS

EXISTING SITE CONDITIONS

- * COUNTY PARK

DEVELOPED CONDITIONS

- * COUNTY PARK WITH HABITAT RESTORATION AND GRADING IMPROVEMENTS

NATURE OF CONSTRUCTION ACTIVITY AND TIMETABLE FOR MAJOR ACTIVITIES

- * CLEARING & DEMOLITION (MAY 2025)
- * MASS GRADING [EXCAVATION AND FILL] (MAY 2025 - JUNE 2025)
- * PLANNED STOP DATES (NONE PLANNED)
- * FINAL LANDSCAPE & SITE STABILIZATION (JUNE 2025)
- * END OF CONSTRUCTION ACTIVITIES/REMOVAL (JUNE 2025)

- * TOTAL SITE AREA = ±956,879 SF = ±21.97 ACRES

- * TOTAL DISTURBED AREA = ±77,874 SF = ±1.79 ACRES

SITE SOIL CLASSIFICATION:

HSC - HOREB GRAVELLY SILT LOAM

RECEIVING WATER BODIES:

SANTIAM RIVER

STANDARD EROSION AND SEDIMENT CONTROL PLAN DRAWING NOTES:

- COMPLY WITH ALL APPLICABLE PROVISIONS IN CHAPTER 6 OF THE MOST CURRENT DESIGN AND CONSTRUCTION STANDARD.
- 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, AS WELL AS THEIR INDIVIDUAL RESPONSIBILITIES).
- VISUAL MONITORING INSPECTION REPORTS MUST BE MADE IN ACCORDANCE WITH DEQ 1200-CA PERMIT REQUIREMENTS. (SECTION 8.0)
- INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200-CA PERMIT REQUIREMENTS. (SECTION 8.5)
- 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 9.2)
- 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 4.0)
- THE ESCP MUST BE ACCURATE AND REFLECT SITE CONDITIONS. (SECTION 4.0)
- 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 4.0)
- SEQUENCE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICAL TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION.
- CREATE SMOOTH SURFACES BETWEEN SOIL SURFACE AND EROSION AND SEDIMENT CONTROLS TO PREVENT STORMWATER FROM BYPASSING CONTROLS AND PONDING.
- 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 4.2)
- 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.
- MAINTAIN AND DELINEATE ANY EXISTING NATURAL BUFFER WITHIN THE 50'-FEET OF WATERS OF THE STATE. (SECTION 4.2)
- INSTALL PERIMETER SEDIMENT CONTROL, INCLUDING STORM DRAIN INLET PROTECTION AS WELL AS ALL SEDIMENT BASINS, TRAPS, AND BARRIERS PRIOR TO LAND DISTURBANCE.
- CONTROL BOTH PEAK FLOW RATES AND TOTAL STORMWATER VOLUME TO MINIMIZE EROSION AT OUTLETS AND DOWNSTREAM CHANNELS AND STREAMBANKS.
- 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.
- ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK.
- 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 PAIDS.
- ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS.
- 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., AT 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).
- 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.
- WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS ON SITE.
- CONTROL PROHIBITED DISCHARGES FROM LEAVING THE CONSTRUCTION SITE, I.E., CONCRETE WASH-OUT, WASTEWATER FROM CLEANOUT OF STUCCO, PAINT AND CURING COMPOUNDS. (SECTION 7.0)
- ENSURE THAT STEEP SLOPE AREAS WHERE CONSTRUCTION ACTIVITIES ARE NOT OCCURRING ARE NOT DISTURBED.
- PREVENT SOIL COMPACTION IN AREAS WHERE POST-CONSTRUCTION INFILTRATION FACILITIES ARE TO BE INSTALLED.
- 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. (SECTION 2)
- PROVIDE PLANS FOR SEDIMENTATION BASINS THAT HAVE BEEN DESIGNED AND STAMPED BY AN OREGON PROFESSIONAL ENGINEER. (SEE SECTION 4.4)
- IF ENGINEERED SOILS ARE USED ON SITE, A SEDIMENTATION BASIN/IMPONDEMENT MUST BE INSTALLED. (SEE SECTION 4.4)
- THE OPERATOR MUST COMPLY WITH THE REQUIREMENTS IN SECTION 4.3 TO PREVENT THE DISCHARGE OF POLLUTANTS IN GROUNDWATER OF ACCUMULATED STORMWATER THAT IS REMOVED FROM EXCAVATIONS, TRENCHES, FOUNDATIONS, VAULTS OR OTHER SIMILAR POINTS OF ACCUMULATION
- PROVIDE A DEWATERING PLAN FOR ACCUMULATED WATER FROM PRECIPITATION AND UNCONTAMINATED GROUNDWATER SEEPAGE DUE TO SHALLOW EXCAVATION ACTIVITIES. (SEE SECTION 4.3)
- 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.
- USE WATER, SOIL-BINDING AGENT, OR OTHER DUST CONTROL TECHNIQUE AS NEEDED TO AVOID WIND-BLOWN SOIL.
- 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.
- 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 4.4)
- 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.
- 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.
- SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL.
- OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS): REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT AND BEFORE BMP REMOVAL.
- 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.
- 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 REOCCURENCE 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 8.0)
- THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGEWAYS MUST NOT OCCUR. VACUUMING OR DRY SWEEPING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS.
- DOCUMENT ANY PORTION(S) OF THE SITE WHERE LAND DISTURBING ACTIVITIES HAS PERMANENTLY CEASED OR WILL BE TEMPORARILY INACTIVE FOR 14 OR MORE CALENDAR DAYS. (SECTION 8.3)
- 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 8.3)
- 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 THE PERMIT COVERAGE.

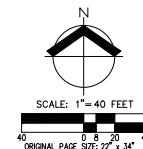
BMP MATRIX FOR CONSTRUCTION PHASES			
REFER TO DEQ GUIDANCE MANUAL FOR A COMPREHENSIVE LIST OF AVAILABLE BMP'S			
CONTRACTOR TO NOTIFY LISTED ENGINEER AND INSPECTOR PRIOR TO INSTALLING ESC MEASURES			
	CLEARING	MASS GRADING	FINAL VEGETATION & STABILIZATION
EROSION PREVENTION			
PRESERVE NATURAL VEGETATION	**x	x	x
GROUND COVER	x	x	x
HYDRAULIC APPLICATIONS			x
PLASTIC SHEETING			
MATTING		x	x
STRAW/MULCH COVER		x	x
ROCK COVER			
DUST CONTROL	x	x	x
TEMPORARY/PERMANENT SEEDING			
BUFFER ZONE			
OTHER:			
SEDIMENT CONTROL			
SEDIMENT FENCE (PERIMETER)	**x	x	
SEDIMENT FENCE (INTERIOR)	**x	x	
STRAW WATTLES	**x	x	
FILTER BERM			
INLET PROTECTION			
DEWATERING			
SEDIMENT BAG			
NATURAL BUFFER ENCROACHMENT			
COMPOST SOCK/BERM			
RUN OFF CONTROL			
CONSTRUCTION ENTRANCE	**x	x	
PIPE SLOPE DRAIN			
OUTLET PROTECTION			
SURFACE ROUGHENING		x	
CHECK DAMS			
OTHER:			
POLLUTION PREVENTION			
PROPER SIGNAGE	x	x	
HAZARDOUS WASTE MANAGEMENT	x	x	
SPILL KIT ON-SITE	x	x	
CONCRETE WASHOUT AREA			
OTHER:			
* SIGNIFIES ADDITIONAL BMP'S REQUIRED FOR WORK WITHIN 50' OF WATER OF THE STATE			
** SIGNIFIES BMP THAT WILL BE INSTALLED PRIOR TO ANY GROUND DISTURBING ACTIVITY.			
*** NONE ANTICIPATED, DEPENDED ON CONTRACTOR MEANS AND METHODS FOR UTILITY INSTALLATION; PLAN TO BE PROVIDED BY CONTRACTOR			

LOCAL AGENCY-SPECIFIC EROSION CONTROL NOTES:

- ALL PUMPING OF SEDIMENT-LADEN WATER SHALL BE DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP (I.E. FILTER BAG).
 - ALL EXPOSED SOILS MUST BE COVERED DURING THE WET WEATHER PERIOD, OCTOBER 1 - MAY 31.
- THE PERMITTEE IS REQUIRED TO MEET ALL THE CONDITIONS OF THE 1200-CA PERMIT. THIS ESCP AND GENERAL CONDITIONS HAVE BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH THE 1200-CA PERMIT REQUIREMENTS. IN CASES OF DISCREPANCIES OR OMISSIONS, THE 1200-CA PERMIT REQUIREMENTS SUPERCEDE REQUIREMENTS OF THIS PLAN.

INSPECTION FREQUENCY:

SITE CONDITION	MINIMUM FREQUENCY
1. 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 FOURTEEN (14) DAYS, REGARDLESS OF WHETHER STORMWATER RUNOFF IS OCCURRING.
2. INACTIVE PERIODS GREATER THAN FOURTEEN (14) CONSECUTIVE CALENDAR DAYS.	THE INSPECTOR MAY REDUCE THE FREQUENCY OF INSPECTIONS 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.
3. PERIODS DURING WHICH THE SITE IS 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 WATER BODY.
4. PERIODS DURING WHICH 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.
5. PERIODS DURING WHICH CONSTRUCTION ACTIVITIES ARE CONDUCTED AND RUNOFF IS UNLIKELY DUE TO FROZEN CONDITIONS.	VISUAL MONITORING INSPECTIONS MAY BE REDUCED TO ONCE A MONTH. IMMEDIATELY RESUME MONITORING UPON THAWING, OR WHEN WEATHER CONDITIONS MAKE DISCHARGES LIKELY.



SALMON FALLS PARK
MARION COUNTY PARKS
LYONS OREGON

MASS GRADING AND GROUND STABILIZATION ESCP

DESIGNED BY:	RC
DRAWN BY:	AD
MANAGED BY:	JW
CHECKED BY:	RC
DATE:	1/21/2025



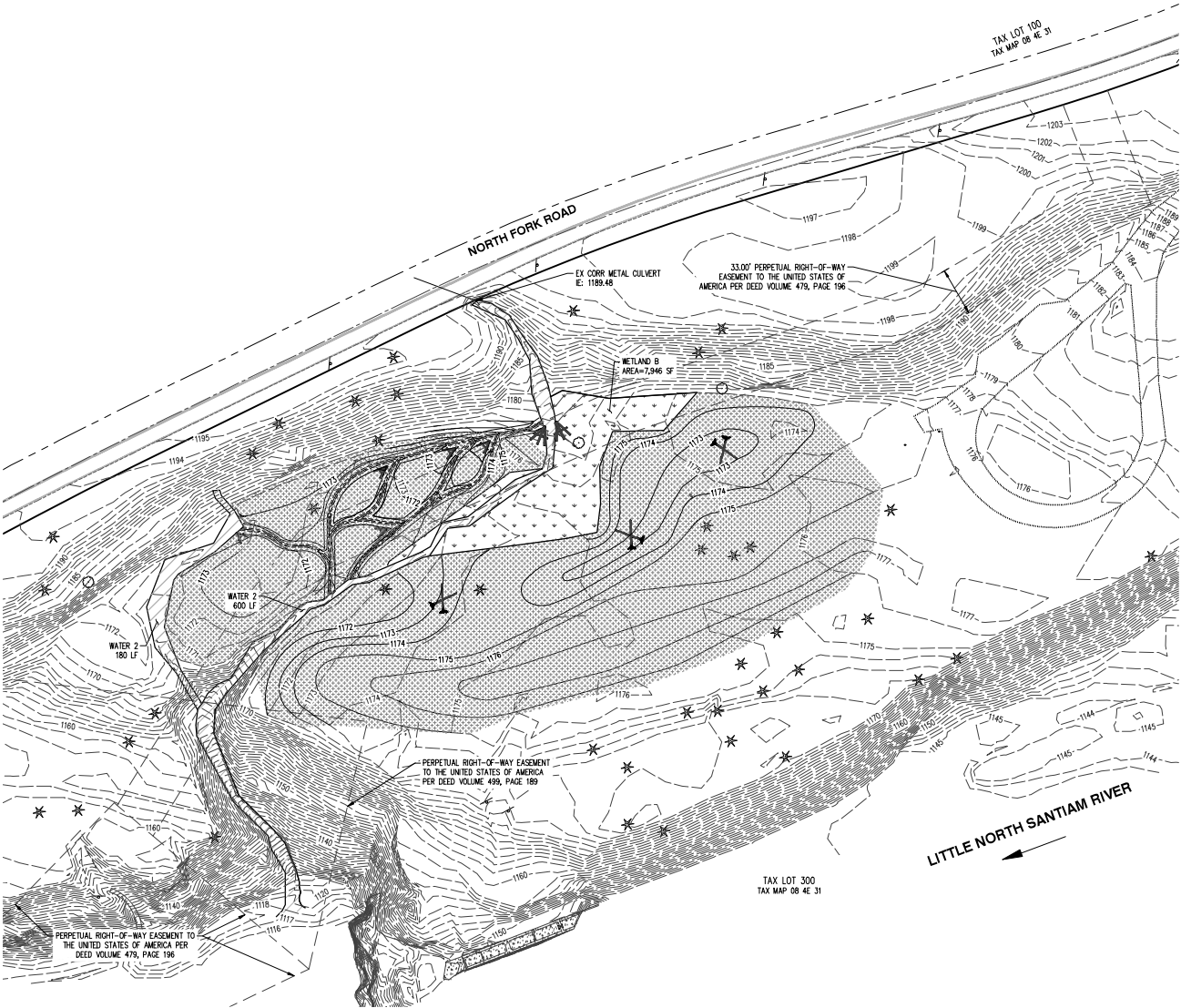
REVISIONS

JOB NUMBER
9692-02

SHEET

C052

AKS DRAWING FILE: 9692-02 FINAL ESCP.LAYOUT: C053



FINAL STABILIZATION EROSION & SEDIMENT CONSTRUCTION NOTES:

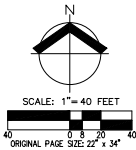
1. FINAL LANDSCAPING DETAIL IS PROVIDED FOR REFERENCE ONLY AND IS INTENDED AS A CONCEPT. TO BE DONE BY OTHERS, FINAL LANDSCAPING, VEGETATION, AND/OR PERMANENT COVERINGS SHALL COVER ALL EXPOSED SOILS AND ESTABLISH 100% COVERAGE.
2. ALL TEMPORARY EROSION CONTROL MEASURES (I.E., SILT FENCES, MATS, INLET PROTECTION) AND POTENTIAL POLLUTANTS (INCLUDING SEDIMENT RETAINED BY THESE MEASURES) SHALL BE REMOVED AND DISPOSED OFFSITE UNLESS OTHERWISE DICTATED BY THE LOCAL JURISDICTION EROSION CONTROL REQUIREMENTS.

EROSION CONTROL SEEDING:

HYDROMULCH WITH TACKIFIER (APPLY IN ALL HATCHED PLANTING AREAS SHOWN)
REGREEN SOIL
APPLY PER SPECIFICATIONS
SEEDS: SEEDS ECOBOTICS PLUS OR APPROVED EQUAL, ADDED TO HYDROMULCH MIX PER THE SPECIFICATIONS.

LEGEND

EXISTING GROUND CONTOUR (1 FT)	---
EXISTING GROUND CONTOUR (5 FT)	---
FINISHED GRADE CONTOUR (1 FT)	---
FINISHED GRADE CONTOUR (5 FT)	---
EXISTING CONIFEROUS TREE TO REMAIN	*
EXISTING DECIDUOUS TREE TO REMAIN	○
LWD HABITAT LOG PILE	X
LWD APEX LOG JAM	A
FINAL LANDSCAPING HYDROMULCH WITH TACKIFIER SEE SPECIFICATIONS FOR MORE DETAIL	[Hatched Box]



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**SALMON FALLS PARK
MARION COUNTY PARKS
LYONS**

**FINAL STABILIZATION
ESCP**

DESIGNED BY: RCW
DRAWN BY: ADM
MANAGED BY: JWM
CHECKED BY: RCW
DATE: 1/21/2025

REGISTERED PROFESSIONAL
ENGINEER
7818416
DIGITALLY SIGNED
RICHARD C. WALKER
OREGON
EXPIRATION DATE: 05/30/2028

RELATIONS

JOB NUMBER
9692-02

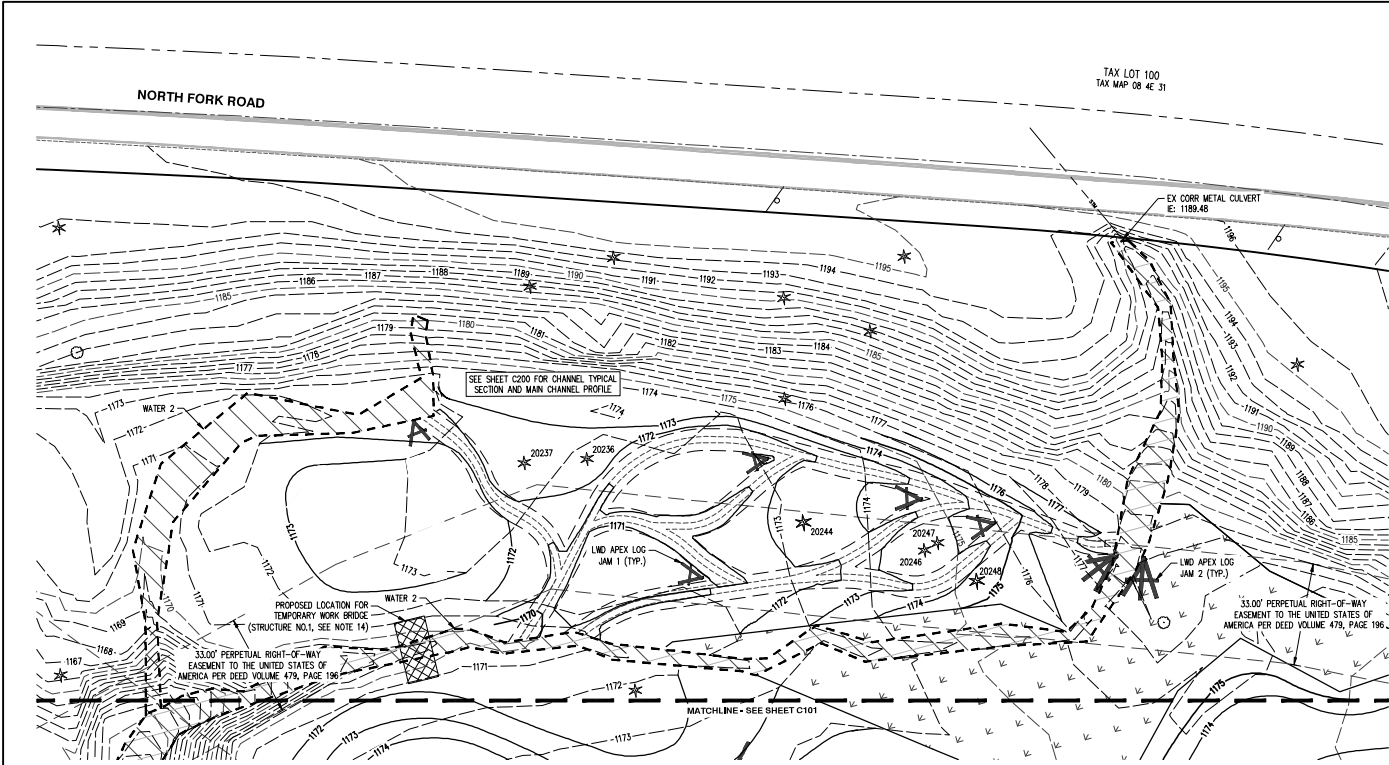
SHEET
C053

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ENGINEERING - SURVEYING - NATURAL RESOURCES
FORESTRY - PLANNING - LANDSCAPE ARCHITECTURE

MARION COUNTY TAX MAP 08 4E 31





GRADING NOTES

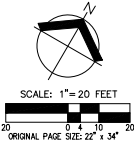
1. SITE PREPARATION MUST INCLUDE THE REMOVAL OF VEGETATION OR OTHER UNSUITABLE MATERIAL PRIOR TO PLACEMENT OF THE FILL.
2. NO CUT OR FILL SHALL EXCEED A GRADE OF 2 HORIZONTAL TO 1 VERTICAL UNLESS APPROVED BEFOREHAND BY THE PROJECT ENGINEER AND THE COUNTY.
3. APPROPRIATE BENCHING OF FILLS IS REQUIRED FOR FILLS OVER 5 FEET IN HEIGHT ON SLOPES IN EXCESS OF 3 HORIZONTAL TO 1 VERTICAL.
4. CUT AND FILL SLOPES SHALL BE PROTECTED FROM EROSION. SUCH CONTROL MAY CONSIST OF APPROPRIATE REVEGETATION OR OTHER ACCEPTABLE MEANS AND METHODS. EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO EARTHWORK OR SITE STRIPPING.
5. THE CONTRACTOR SHALL COORDINATE WITH THE COUNTY FOR REQUIRED INSPECTIONS AT THE FOLLOWING STAGES OF CONSTRUCTION:
 - A. INSPECTION OF SITE STRIPPING, BUT PRIOR TO FILL PLACEMENT. EROSION CONTROL MEASURES SHALL BE IN PLACE AT THIS TIME.
 - B. IN PREPARATION OF BENCH CONSTRUCTION PRIOR TO FILL PLACEMENT.
 - C. AFTER PLACEMENT OF EACH 500 YARDS OF FILL.
 - D. AFTER THE MAJORITY OF FILL HAS BEEN PLACED AND IS IN "ROUGH" GRADE BUT PRIOR TO FINAL GRADING.
 - E. WHEN FINAL GRADING IS COMPLETED.
6. PROJECT GRADING LIMITS SHALL BE WITHIN THE PROJECT'S PROPERTY BOUNDARY AND/OR STREET RIGHT-OF-WAY UNLESS OTHERWISE SHOWN ON PLANS. NO GRADING SHALL BE CONDUCTED IN WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS UNLESS CONTRACTOR HAS PERMITS AND IT IS SPECIFICALLY SHOWN ON THE APPROVED PLANS.
7. REMOVE AND DISPOSE OF ALL ORGANIC AND/OR UNSUITABLE MATERIALS, INCLUDING TREES, STUMPS, ROOTS, BRUSH, AND GRASS IN SUCH A MANNER TO MEET ALL APPLICABLE REGULATIONS. ON-SITE DISPOSAL SHALL BE AS DETERMINED BY THE PROJECT ENGINEER AND COUNTY.
8. THE CONTRACTOR SHALL PROTECT ALL TREES THAT ARE NOT SPECIFICALLY SHOWN TO BE REMOVED ON APPROVED PLANS. ALL TREES TO BE PRESERVED SHALL BE FENCED AS SHOWN ON THE ESC PLANS.
9. GRADE THE SITE TO THE ELEVATIONS SHOWN ON THE DRAWING WITH THE NECESSARY ADJUSTMENTS TO ACCOMMODATE THE FINISHED GRADES AS SPECIFIED.
10. STRAIGHT GRADES SHALL BE RUN BETWEEN FINISH CONTOUR LINES SHOWN UNLESS OTHERWISE NOTED. FINISH GRADES ARE TO DRAIN AS INDICATED ON THE PLANS. ROUGH GRADING SHALL BE FINISHED BY BLADING AND RAKING TO SMOOTH CONTOURS WITH GENTLE TRANSITIONS.
11. IF SPRINGS OR GROUNDWATER ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER AND COUNTY OF THE CONDITIONS FOUND AND COORDINATE HIS ACTIVITIES IN A MANNER THAT WILL ALLOW TIME TO REVIEW THE SITUATION AND PREPARE A PLAN TO PROPERLY MITIGATE THE WATER ENCOUNTERED.
12. CONTRACTOR SHALL COORDINATE WITH PROJECT ENGINEER/COUNTY REGARDING HANDLING OF STRIPPINGS. UNLESS OTHERWISE NOTED, CLEAN STRIPPINGS SHALL BE STOCKPILED AND SPREAD EVENLY THROUGHOUT THE SITE. UPON COMPLETION OF FINAL GRADING, THE STRIPPING, REDEPOSITION SHALL NOT EXCEED 12-INCHES IN DEPTH, UNLESS OTHERWISE DIRECTED BY OWNER AND PROJECT ENGINEER. STRIPPINGS SHALL BE FREE OF VEGETATION, ROCKS, AND TREE ROOTS. NO STRIPPINGS SHALL BE PLACED ON AREAS STEEPER THAN 3:1V.
13. ALL EXCESS CUT SHALL BE DISTRIBUTED ON-SITE. COORDINATE WITH MARION COUNTY FOR LOCATIONS. EXCESS VOLUME IS APPROXIMATELY 61 CUBIC YARDS.
14. PROVIDE TEMPORARY WORK BRIDGE IN ACCORDANCE WITH SECTION 00253 TEMPORARY WORK ACCESS AND CONTAINMENT.

TREE TABLE				
TREE NUMBER	TYPE	DBH (IN)	CONDITION	DIRECTION
20236	CONIFEROUS	13	ALIVE	PRESERVE
20237	CONIFEROUS	50	DOWN	CONTRACTOR TO STORE ONSITE, COORDINATE WITH COUNTY FOR REUSE FOR LWD.
20244	CONIFEROUS	46	DOWN	CONTRACTOR TO STORE ONSITE, COORDINATE WITH COUNTY FOR REUSE FOR LWD.
20246	CONIFEROUS	37	DOWN	CONTRACTOR TO STORE ONSITE, COORDINATE WITH COUNTY FOR REUSE FOR LWD.
20247	CONIFEROUS	35	DOWN	CONTRACTOR TO STORE ONSITE, COORDINATE WITH COUNTY FOR REUSE FOR LWD.
20248	CONIFEROUS	53	DOWN	CONTRACTOR TO STORE ONSITE, COORDINATE WITH COUNTY FOR REUSE FOR LWD.

* ALL UNLISTED TREES TO BE PRESERVED *

LEGEND

- EXISTING GROUND CONTOUR (1 FT) ---1179---
- EXISTING GROUND CONTOUR (5 FT) ---1180---
- FINISHED GRADE CONTOUR (1 FT) ---1179---
- FINISHED GRADE CONTOUR (5 FT) ---1180---
- TOP OF CHANNEL ---1179---
- BOTTOM OF CHANNEL ---1180---
- EXISTING TREE SEE TREE TABLE FOR MORE DETAIL
- LWD APEX LOG JAM SEE DETAIL ON C300
- LWD HABITAT LOG FILE SEE DETAIL ON C300
- EXISTING WETLAND NO WORK ZONE UNLESS SHOWN ON PLANS
- EXISTING CREEK/WATERS NO WORK ZONE

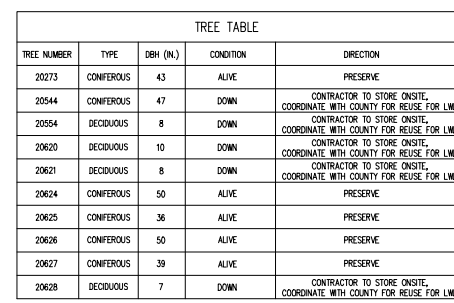


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SALMON FALLS PARK
MARION COUNTY PARKS
LYONS
MARION COUNTY TAX MAP 08 4E 31

GRADING PLAN -
FLOW-THROUGH WETLAND

DESIGNED BY: RCW
DRAWN BY: ADM
MANAGED BY: JWM
CHECKED BY: RCW
DATE: 1/21/2025
REGISTERED PROFESSIONAL ENGINEER
721841E
DIGITALLY SIGNED
ORIGINEE: RICHARD C. WALKER
EXPIRATION DATE: 06/30/2028
JOB NUMBER
9692-02
SHEET
C100



LEGEND

EXISTING GROUND CONTOUR (1 FT) _____1179_____

EXISTING GROUND CONTOUR (5 FT) _____1180_____

FINISHED GRADE CONTOUR (1 FT) _____1179_____

FINISHED GRADE CONTOUR (5 FT) _____1180_____

TOP OF CHANNEL

BOTTOM OF CHANNEL

EXISTING TREE
SEE TREE TABLE FOR MORE DETAIL.

LWD APEX LOG JAM
SEE DETAIL ON C300

LWD HABITAT LOG PILE
SEE DETAIL ON C300

EXISTING WETLAND
NO WORK ZONE UNLESS
SHOWN ON PLANS

EXISTING CREEK/WATERS
NO WORK ZONE




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LYONS
 LYONS OREGON
 MARION COUNTY TAX MAP 08 4E 31
 TAX LOT 300

GRADING PLAN - IMPOUNDING WETLAND

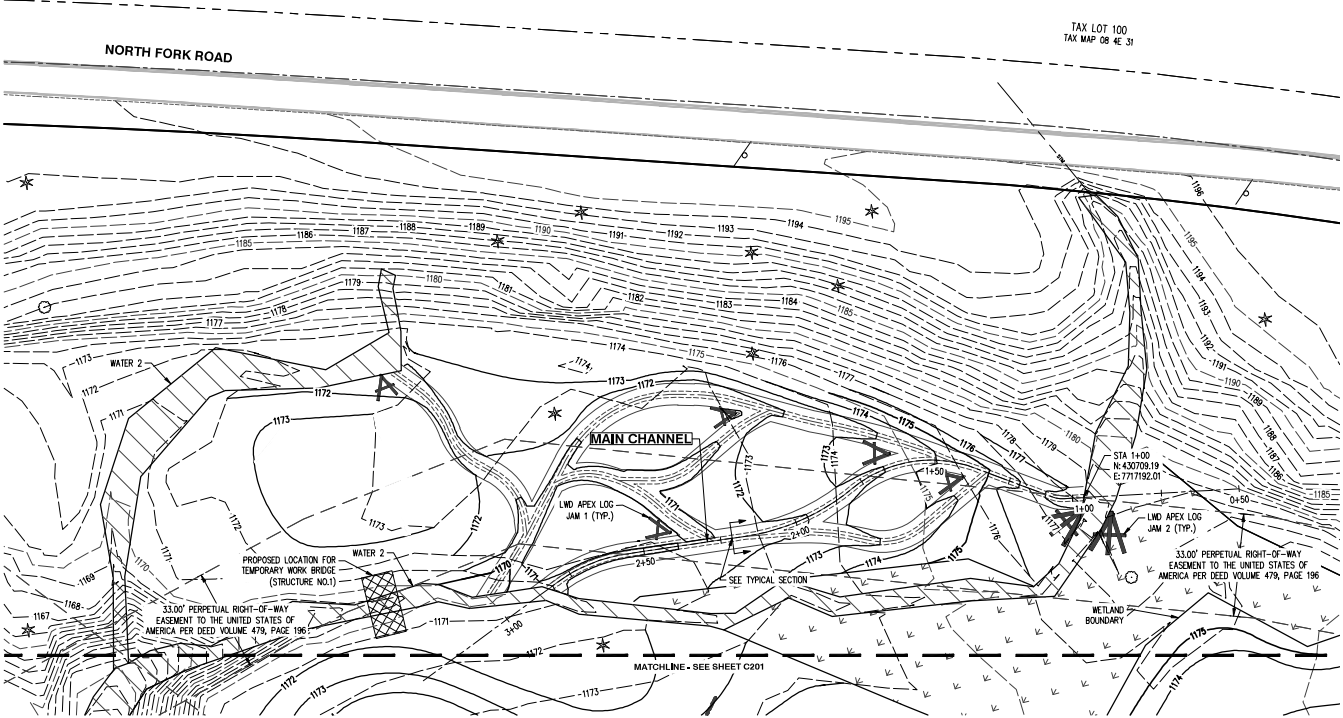
DESIGNED BY:	RCW
DRAWN BY:	ADM
MANAGED BY:	JWM
CHECKED BY:	RCW
DATE: 1/27/2005	



EXPIRATION DATE: 06/30/2008

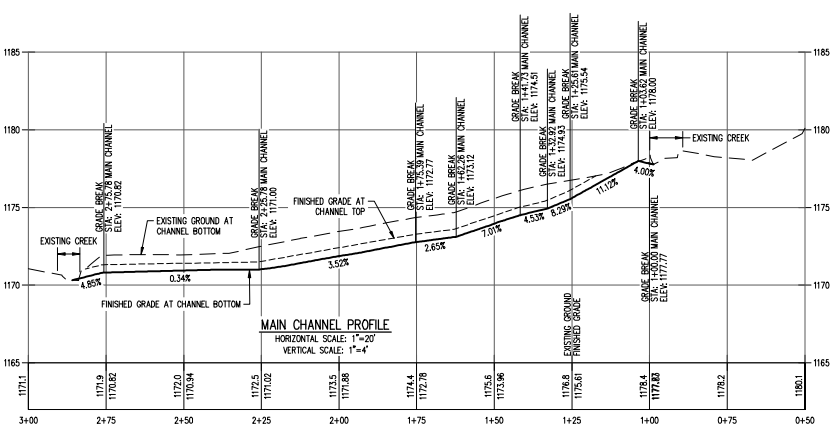
REVISIONS:

JOB NUMBER	9692-02
SHEET	C101



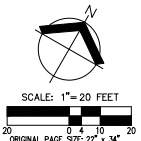
LEGEND

EXISTING GROUND CONTOUR (1 FT) ——— 1179 ———
EXISTING GROUND CONTOUR (5 FT) ——— 1180 ———
FINISHED GRADE CONTOUR (1 FT) ——— 1179 ———
FINISHED GRADE CONTOUR (5 FT) ——— 1180 ———
TOP OF CHANNEL
BOTTOM OF CHANNEL
EXISTING TREE
SEE TREE TABLE FOR MORE DETAIL
LWD APEX LOG JAM
SEE DETAIL ON C300
LWD HABITAT LOG PILE
SEE DETAIL ON C300
EXISTING WETLAND
NO WORK ZONE UNLESS
SHOWN ON PLANS
EXISTING CREEK/WATERS
NO WORK ZONE



LINE TABLE		
LINE	LENGTH	DIRECTION
T1	6.32	S56° 56' 28" W
T2	26.47	S80° 39' 47" W
T3	38.57	S51° 46' 46" W
T4	3.47	S23° 52' 03" W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	4.14	10.00	23.72	S68° 48' 07" W	4.11
C2	41.97	40.00	60.11	S50° 36' 25" W	40.07
C3	38.15	70.00	31.23	S36° 09' 54" W	37.66
C4	24.36	50.00	27.91	S37° 49' 24" W	24.12



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**SALMON FALLS PARK
MARION COUNTY PARKS
LYONS**
MARION COUNTY TAX MAP 08 4E 31
TAX LOT 300

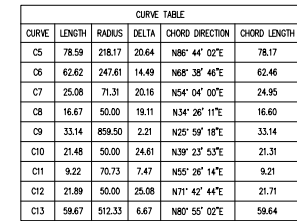
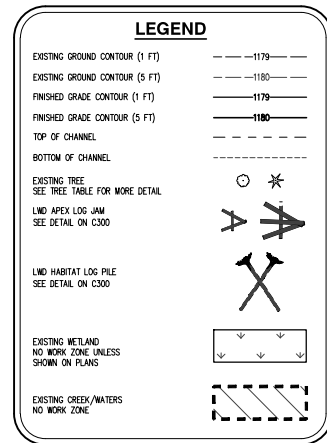
**PLAN & PROFILE -
FLOW-THROUGH WETLAND**

DESIGNED BY: RCM
DRAWN BY: ADM
MANAGED BY: JMM
CHECKED BY: RCM
DATE: 1/21/2025

REGISTERED PROFESSIONAL ENGINEER
791847
DIGITALLY SIGNED
OREGON
RICHARD C. WALKER
EXPIRATION DATE: 06-30-2028

JOB NUMBER
9692-02

SHEET
C200



LINE TABLE		
LINE	LENGTH	DIRECTION
T5	47.58	S82° 46' 24"E
T7	2.39	N62° 46' 21"E
T8	21.67	N77° 47' 54"E



PARKS

SALMON FALLS PARK
MARION COUNTY PARKS
YONS OREGON
LOT 300
MARION COUNTY TAX MAP 28-4-31


AKS
AKS ENGINEERING & SURVEY, LLC
1000 N. W. 3RD ST.
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KEIZER, OR 97138
503.666.0208
WWW.AKS-ENG.COM

ENGINEERING • SURVEYING • NATURAL RESOURCES
FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

PLAN & PROFILE - IMPOUNDING WETLAND


DESIGNED BY:	RCW
DRAWN BY:	ADM
MANAGED BY:	JWM
CHECKED BY:	RCW
DATE: 1/21/2025	

DATE: 1/21/2023



DIGITALLY SIGNED

DIGITALLY SIGNED
OREGON





EXPRES: JUNE 30, 2026

REVISIONS

--

ID NUMBER

JOB NUMBER
0602 02

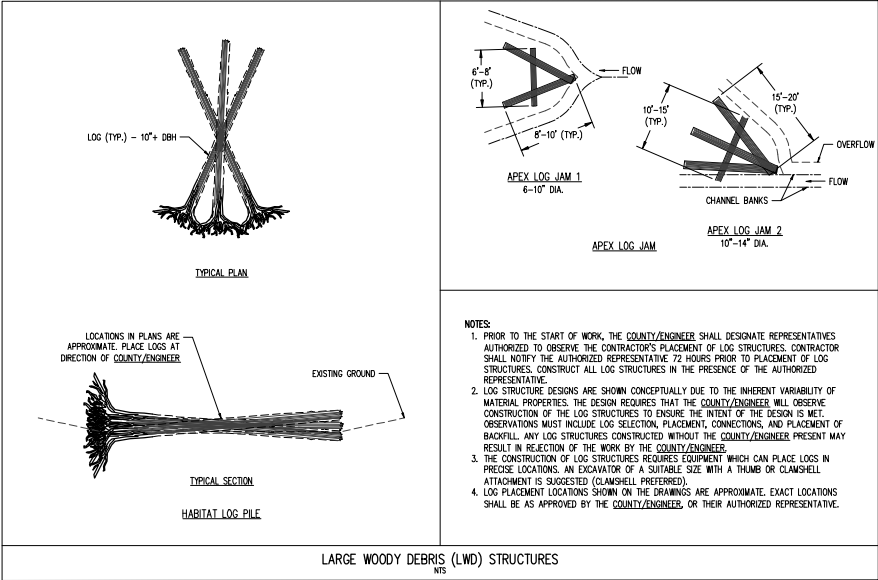
9692-02

SHEET

1000

C201

0201



AKS DRAWING FILE: 9692-02 DETAILING | LAYOUT: C300

AKS

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3700 RIVER RD. N. SE 1
SALMON FALLS, OR 97130
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SALMON FALLS PARK
MARION COUNTY PARKS
LYONS

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MARION COUNTY TAX MAP 08.4E.33
TAX LOT 300

CONSTRUCTION DETAILS

DESIGNED BY:	RCW
DRAWN BY:	ADM
MANAGED BY:	JWM
CHECKED BY:	RCW
DATE:	1/21/2025
<div>REGISTERED PROFESSIONAL ENGINEER 7918491 DIGITALLY SIGNED OREGON RICHARD C. WALKER EXPIRATION DATE: 05, 2028</div>	
REVISIONS	
JOB NUMBER 9692-02	
SHEET C300	