MARION COUNTY BOARD OF COMMISSIONERS

"Delivering Excellence Everyday"

Wednesday, November 4, 2026
Board Session 9:00 a.m.

Senator Hearing Room
555 Court Street NE, Salem

PUBLIC COMMENT

PROCLAMATION

BOARD OF COMMISSIONERS – Action
1. Consider approval of a proclamation honoring veterans and celebrating November 11, 2025, as Veterans Day in Marion County and declaring the month of November 2026 as Green Light for Veterans Month. –Alvin Klausen

PRESENTATION

2. 2026 Project Joy Fundraiser kickoff. –Kathy Bolen

CONSENT

BOARD OF COMMISSIONERS
OLCC License – Recommended Approval
3. GOGO Pot Salem, LLC, dba, GOGO Pot and Sushi Bar – Salem, Oregon

Board Appointments – Marion Water Quality Advisory Committee
4. Approve orders appointing Mark Grenz as the Home Builders Association representative and Matthew Williams as an At-Large representative to the Marion County, Marion Water Quality Advisory Committee (MWQAC) with terms ending October 31, 2030, and approve an order reappointing Gary White as the MWQAC Chair with a term ending October 31, 2028.

BUSINESS SERVICES

5. Approve an order to adopt the revised Marion County Risk Management Program Rules that define and describe the administration of the county's insurance programs, coverages, responsibilities, and limitations, as referenced in "Exhibit A".

FINANCE

6. Approve a revised quitclaim deed that updates the legal description and conveys tax foreclosed property for tax account 332037, back to Emerald Enterprise, LLC, the prior owner of record.

HEALTH AND HUMAN SERVICES

7. Approve a Contract for Services with Garten Services, Inc. in the not-to-exceed amount of $250,000 to provide janitorial services at various Marion County Health and Human Services leased locations on a scheduled, as needed, and on-call emergency basis with a contract term date retroactive to October 1, 2026, through September 30, 2027.

PUBLIC WORKS

8. Approve the bidirectional Intergovernmental Agreement (IGA) between Marion County and the City of Silverton in the estimated amount of $300,000 to provide plan review and building inspection services with an IGA ending term date of September 30, 2035.

9. Approve Amendment #1 to the Design-Build Contract with Acoustic Technology, Inc., to add $179,781 for two change orders related to survey boundaries and rock excavation, for a new not-to-exceed contract total of $1,579,191.68 for the Marion County Public Safety Alerting System Project that will provide real time alerts and warnings, with no change to the contract's ending term date of November 30, 2027.

10. Approve Amendment #2 to the Construction Contract with K&E Excavating, Inc. to add $641,229.79, of which an estimated $575,375.49 will utilize federal funds and an estimated $65,854.30 will utilize county funds, for two change orders related to slope repair and conduit installation, for a new not-to-exceed contract total of $8,007,582.40, for the Marion County North Fork Slide Stabilization Project with no change to the contracts ending term date of April 30, 2027.

11. Approve the Engineering and Related Services Contract with David Evans and Associates, Inc. in the not-to-exceed amount of $807,071.97, of which an estimated $749,559.97 will utilize federal funding and an estimated $57,512 will utilize county funding, to provide feasibility analysis and preliminary design for the Santiam Rail to Trail project, with a contract ending term date of December 31, 2029.

12. Approve a Subrecipient Agreement with the City of Mill City that utilizes federal Community Development Block Grant – Disaster Recovery (CDBG-DR) grant funding in the not-to-exceed amount of $800,000 and designates the City as the responsible entity for the construction and implementation of the Mill City Pump Station Project, and the County will maintain oversight, with an agreement ending term date of January 1, 2029.

13. Approve Amendment #11 to the Standard Professional Services Contract with Keller Associates to add federal funding in the amount of $2,616,214, with no county match required, for a new not-to-exceed contract total of $16,719,571 to provide final design and construction phase services for the North Santiam Canyon Sewer Project and extend the contracts ending term date to December 31, 2027.

14. Approve Amendment #2 to the Cooperative Agreement between the Oregon Department of Transportation (ODOT), the Mid-Willamette Valley Council of Governments (MWVCOG), the Salem Area Mass Transit District, Marion County, Polk County, and the cities of Keizer, Salem, and Turner, to add the City of Aumsville as a voting member to the Salem-Keizer Area Transportation Study (SKATS) Metropolitan Planning Organization (MPO).

SHERIFF'S OFFICE

15. Approve the incoming funds Transportation Safety Office Grant Agreement with the Oregon Department of Transportation in the not-to-exceed amount of $177,466.73 to support dedicated impaired driving enforcement with an agreement ending term date of September 30, 2027.

ACTION

COMMUNITY AND ECONOMIC DEVELOPMENT

16. Consider approval of an Intergovernmental Agreement (IGA) with the University of Oregon, Museum of Natural and Cultural History in the not-to-exceed amount of $187,241, with an estimated $135,000 utilizing federal American Rescue Plan Act (ARPA) funding; an estimated $50,387 utilizing federal Opal Creek funding; and an estimated $1,854 utilizing county funding, to provide archaeological field investigation, analysis, and reporting to support the Detroit Lake Marinas Excavation Project with a contract term date effective November 16, 2026, through September 30, 2027. –Chip Bury

Revised 11/4/2026: Motion made and approved to move this item to Consent.

PUBLIC HEARINGS
Starting no earlier than 9:00 a.m.

PUBLIC WORKS

A. Public hearing to consider recommended changes to municipal solid waste collection rates within the unincorporated areas of Marion County. –Brian May

ACTION

PUBLIC WORKS

17. Consider approval of an order to approve the adjustment of solid waste collection rates for haulers within the unincorporated areas of Marion County as described in Exhibit A. –Brian May **(TO BE ACTED ON FOLLOWING THE PUBLIC HEARING)**

Members of the public may submit written testimony by email to PublicHearings@co.marion.or.us For agenda items where in-person testimony is allowed, the public may sign up to provide testimony by telephone by emailing PublicHearings@co.marion.or.us at least 24 hours before the meeting. The email must specify the meeting date/time and agenda topic for which testimony is being submitted. For telephone testimony requests, the email must also include your name and the phone number that staff should use to call you at the appropriate time.

If you require interpreter assistance, an assistive listening device, large print material or other accommodations, call 503-588-5212 at least 48 hours in advance of the meeting. TTY 503-588-5168 Si necesita servicios de interprete, equipo auditivo, material copiado en letra grande, o culaquier otra acomodacion, por favor llame al 503-588-5212 por lo menos 48 horas con anticipacion a la reunion. TTY 503-588-5168 Marion County is on the Internet at: www.co.marion.or.us

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/4/2026

Department: Board of Commissioners

Title: Veterans Day Proclamation

Management Update/Work Session Date: 10/20/2026 **Audio/Visual aids** ☐

Time Required: 10 **Contact:** Alvin Klausen **Phone:** 5035883563

Requested Action: Present the Veterans Day proclamation to the Marion County Board of Commissioners in recognition of the service and sacrifice of veterans.

Issue, Description & Background: The Marion County Board of Commissioners annually recognizes Veterans Day to honor the service, sacrifice, and dedication of veterans in Marion County and across the nation. This year's proclamation holds special significance as the United States celebrates its 250th anniversary, recognizing the generations of men and women whose military service has protected our nation's freedoms, values, and security. The proclamation also reaffirms Marion County's continued commitment to honoring and supporting veterans and their families.

Financial Impacts: None

Impacts to Department & External Agencies: None

List of attachments: 2026 Proclamation Honoring Veterans

Presenter: Alvin Klausen

Department Head Signature:

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

IN THE MATTER OF HONORING VETERANS THROUGH OPERATION GREEN LIGHT

PROCLAMATION

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on Wednesday, November 4, 2026.

WHEREAS, Veterans Day is an opportunity for our nation to honor the extraordinary courage, dedication, and sacrifice of the men and women who have served in the Armed Forces of the United States, defending our freedoms and preserving the principles upon which our nation was founded; and

WHEREAS, Marion County is proudly home to thousands of veterans whose service, sacrifice, and unwavering commitment to duty have strengthened our nation and enriched our communities, and whose contributions continue long after their military service has ended; and

WHEREAS, as the United States celebrates the 250th anniversary of our nation's independence, we recognize that this historic milestone would not have been possible without generations of American service members who have answered the call to defend our country, protect its citizens, and safeguard the freedoms, values, and integrity that define the United States of America; and

WHEREAS, from the Revolutionary War to the present day, generations of American veterans have stood ready to defend our nation through times of war and peace, often enduring extraordinary hardships and making profound personal sacrifices to ensure that future generations may inherit a nation that remains free, secure, and united; and

WHEREAS, Marion County proudly recognizes the veterans serving among its employees, whose continued dedication to public service reflects the same commitment to duty, integrity, and community that characterized their military service; and

WHEREAS, Marion County joins communities across the nation in recognizing Operation Green Light, illuminating county buildings in green as a visible expression of gratitude, solidarity, and support for our veterans and their families, and as a reminder of our enduring responsibility to honor and support those who have served; and

NOW, THEREFORE, we, the Marion County Board of Commissioners do hereby proclaim November 2026 as **Green Light for Veterans Month** in Marion County, Oregon, in recognition of the service, sacrifice, and contributions of our nation's veterans. The Board encourages all residents, businesses, and organizations to display a green light throughout November as a visible symbol of appreciation, support, and gratitude for veterans and their families, reaffirming our community's commitment to honoring those who have served our nation.

IN WITNESS WHEREOF, the Marion County Board of Commissioners has hereunto set their hands and caused the seal of the County to be affixed on this 4th day of November 2026.

Marion County
OREGON

DATED at Salem, Oregon, this 4th day of November 2026.
MARION COUNTY BOARD OF COMMISSIONERS

Chairperson _____

Commissioner _____

Commissioner _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/04/2026

Department: Human Resources

Title: 2026 Project Joy Fundraiser

Management Update/Work Session Date: 10/20/2026 **Audio/Visual aids** ☐

Time Required: 15 minutes **Contact:** Kathy Bolen **Phone:** x7754

Requested Action:
Presentation for the official kick-off of the 2026 Project Joy fundraiser.

Issue, Description & Background:
Each year, Marion County partners with Project Joy to collect holiday gifts for local children and families involved in the child welfare system. This presentation will officially kick off the 2026 fundraiser and include local foster care statistics, a recap of the 2025 fundraising efforts, and this year's fundraising timeline.

The presentation may also include remarks from Project Joy Coordinator Erin Hampton about the program and its impact on local children and families.

Financial Impacts:
N/A

Impacts to Department & External Agencies:
N/A

List of attachments:
PowerPoint presentation

Presenter:
Kathy Bolen

Department Head Signature:
Salvador Llerenas
Digitally signed by Salvador Llerenas
Date: 2026.10.21 11:40:36 -07'00'



Project JOY

2026

Kathy Bolen, Workforce Development Coordinator

Erin Hampton, Project Joy

Marion County Foster Children - 2024

Reasons Children Enter Foster Care by Federal Fiscal Year (includes all types of foster care)

	FFY 2022		FFY 2023		FFY 2024	
Removal Reason	Number	% of Entrants	Number	% of Entrants	Number	% of Entrants
Neglect *(Formerly Neglect Abuse)*	1,490	64.6%	1,449	62.5%	1,222	55.4%
Caregiver's Drug Use *(Formerly Parent Drug Abuse)*	1,112	48.2%	1,191	51.4%	1,072	48.6%
Domestic Violence *(Formerly Domestic Violence)*	366	15.9%	401	17.3%	354	16.0%
Physical Abuse *(Formerly Physical Abuse)*	307	13.3%	331	14.3%	286	13.0%
Caregiver's Alcohol use *(Formerly Parent Alcohol Abuse)*	253	11.0%	247	10.7%	207	9.4%
Inadequate Housing *(Formerly Inadequate Housing)*	318	13.8%	222	9.6%	184	8.3%
Caregiver's Significant Impairment - Physical/Emotional	149	6.5%	143	6.2%	177	8.0%
Houselessness	112	4.9%	205	8.8%	173	7.8%
Child Behavior Problem *(Formerly Child Behavior)*	167	7.2%	144	6.2%	154	7.0%

2024 Child Welfare Data Book
Oregon Department of Human Services

Project JOY

Project Joy Recap - 2025

Marion County employees were able to help

- *33 families*
- *196 children*
- *440 gifts*
- *$9,980*

Project JOY

Project Joy - 2026

Campaign

November 16th – December 11th

Gift collection:

December 15th

Donations:

Wish list items, diapers, hygiene items, monetary

Send to:

Marion County
Human Resource
555 Court St. NE,
Suite 4250
Salem, OR 97309

Checks may be made out to:

Oregon Resource Family Alliance

Project JOY

Project Joy - 2026

Questions:

Kathy Bolen
503-584-7754
kbolen@co.marion.or.us

Project JOY



Project JOY

Project JOY



Project Joy

"Thank you all so much for the great opportunity to come and bless our family."
Alana G

"You all are amazing! Thank you for everything you do."
Chrys F.

"Thank you to all who made today possible! What a blessing!!" Joshua M



Project JOY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, STATE OF OREGON

NO. 20179

In the Matter of the Application of Retail on-Premises Sales & consumption

For a recommendation regarding the application to the Oregon Liquor Control Commission for GoGo Pot Sushi & Bar

RECOMMENDATION

RECEIVED
OCT 13 2026
MARION COUNTY
BOARD OF COMMISSIONERS

This matter coming before the Board of County Commissioners on the application of GoGo Pot Salem LLC for a recommendation to the Oregon Liquor Control Commission under the provisions of ORS 471.166; and the Board having referred said application to the Sheriff of Marion County, Oregon, and having the report of said Sheriff that the applicant has not been convicted of a crime involving a violation of the liquor control laws, or the gambling laws, or of crimes involving moral turpi-tude, and that the applicant is of good moral character, a citizen of the United States of America, and otherwise qualified to be licensed under the Oregon Liquor Control Act;

IT IS, THEREFORE RECOMMENDED TO THE OREGON LIQUOR CONTROL COMMISSION that the application of the above be refused_____ granted_____.

Dated at Salem, Marion County, Oregon this _____day of _____, 20_____.

_____County Commissioner

_____County Commissioner

_____County Commissioner

Approved by _____
County Sheriff

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): GOGO POT SALEM LLC

Proposed Trade Name: GOGO POT & SUSHI BAR

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC. Section 2 must be completed ***by the local government*** for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: Marion Co Clerk

Optional Date Received Stamp

Date Application Received: 10/8/26

Received by: Shay

Marion County Clerk, Bill Burgess
8 OCT '26 AM11:26

Section 3 – Recommendation - To be completed by Local Government:

- ○ **Recommend this license be granted**
- ○ **Recommend this license be denied** (Please include documentation that meets OAR 845-005-0308)
- ○ **No Recommendation/Neutral**

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.

OREGON LIQUOR & CANNABIS COMMISSION

Local Government Recommendation – Liquor License

Annual Liquor License Types	
Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): GOGO POT SALEM LLC

Proposed Trade Name: GOGO POT & SUSHI BAR

Premises Address: 3760 CENTER ST NE Unit:

City: SALEM County: MARION Zip: 97301

Application Type: (•) New License Application ( ) Change of Ownership ( ) Change of Location

License Type: Full On-Premises, Commercial [ ] Additional Location for an Existing License

Application Contact Information

Contact Name: REBECCA LEUNG / UNITED CPAS & CO., LLC Phone: [redacted]

Mailing Address: 3760 CENTER ST NE

City: SALEM State: OR Zip: 97301

[redacted]

Business Details

Please check all that apply to your proposed business operations at this location:

[ ] Manufacturing/Production

[ ] Retail Off-Premises Sales

[■] Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

[■] Indoor Consumption [ ] Outdoor Consumption

[■] Proposing to Allow Minors

Section 1 continued on next page

OREGON LIQUOR & CANNABIS COMMISSION

BUSINESS INFORMATION – LIQUOR LICENSE

Applicant Name	GOGO POT SALEM LLC
Trade Name	GOGO POT & SUSHI BAR
Premises Street Address	3760 CENTER ST NE, SALEM, OR 97301
License Type	Full On-Premises, Commercial

Business Contact	YITING PAN
Mailing Address	[redacted]
Phone Number	[redacted]
Email Address	[redacted]

Operating Hours

Day of Week	Open Time	Closed Time
Monday	11:30 AM	9:30 PM
Tuesday	11:30 AM	9:30 PM
Wednesday	11:30 AM	9:30 PM
Thursday	11:30 AM	9:30 PM
Friday	11:30 AM	9:30 PM
Saturday	11:30 AM	9:30 PM
Sunday	11:30 AM	9:30 PM

Seasonal Variation: Yes ☐

Explanation

☐ Not open to the public or by appointment only

Seating Count

Restaurant Seating #: 213 Outdoor Seating #: _____ Other Seating #: 6

☐ No On-Premises Consumption

ENTERTAINMENT

Check all that apply:

- ☐ Live Music
- ☐ Recorded Music
- ☐ DJ Music
- ☐ Dancing
- ☐ Karaoke
- ☐ Coin-Operated Games
- ☐ Pool Tables
- ☐ Social Gaming (ex: gambling)
  [As defined in ORS 167.117(21)]
  A game, other than a lottery, between players in a private business, private club or place of public accommodation where no house player, house bank or house odds exist and there is no house income from the operation of the social game.
- ☐ Video Lottery Machines
- ☐ Nude Dancing
- ☐ Live Entertainment
- ☐ Minor Entertainers
- ☐ Minor Entertainers in an Area Prohibited to Minors
  **Need prior OLCC approval
- ☐ Other:

MARION COUNTY
BILL BURGESS
MARION COUNTY CLERK

Receipt #: 107777 **Receipt Date:** 09/25/2026 12:54 PM

Station: 106 **Cashier:** MJG

Receipt Name: GOGO POT SALEM LLC

Comments:

Thank You!
BILL BURGESS, MARION COUNTY CLERK

Please retain this receipt for your records.

Documents are recorded as submitted. The Marion County Clerk's Office assumes no liability for sufficiency, validity, or accuracy.

Miscellaneous Fees		
LIQUOR LICENSE FEE	YES	$25.00

Receipt Total		**$25.00**
CHECK	1020	$25.00

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/4/2026

Department: Public Works

Title: Marion Water Quality Advisory Committee Appointments

Management Update/Work Session Date: 10/27/2026 **Audio/Visual aids** ☐

Time Required: 0 **Contact:** Stephanie Pulvers **Phone:** 503-365-3187

Requested Action:

Appoint Mark Grenz as a Water Quality Representative (Home Builders Assoc.), appoint Matthew Williams as a Water Quality Representative (At Large) and reappoint Gary White as Chair to the Marion Water Quality Advisory Committee (MWQAC).

Issue, Description & Background:

The Marion County Board of Commissioners established the MWQAC on July 28, 2010. The Committee consists of six At-Large members and five community stakeholder representatives from Marion Soil and Water Conservation District, the local Home Builders Association, Marion County's agricultural industry, land development, and a local watershed council. Under the MWQAC's bylaws, representatives shall serve four-year terms.
Mark Grenz has served on the MWQAC as the Home Builders Association representative since September 2010. Matthew Williams brings a unique perspective to MWQAC as a resident of Aurora and a real estate/insurance agent. Gary White was recommended by the MWQAC for an additional two-year term as Chair, initially appointed in 2024.

Financial Impacts:

N/A

Impacts to Department & External Agencies:

N/A

List of attachments:

Board Orders, Applications, Bylaws, Roster

Presenter:

Stephanie Pulvers

Department Head Signature:

BNicholas

Digitally signed by BNicholas
Date: 2026.10.20 12:15:19 -07'00'

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Appointment)
to the Marion Water Quality)
Advisory Committee)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on November 4, 2026, to consider the appointment of Mark Grenz to the Marion Water Quality Advisory Committee.

WHEREAS, the Marion Water Quality Advisory Board was created by the Board of Commissioners on July 28, 2010; and

WHEREAS, Mark Grenz is willing and qualified to serve on the Marion Water Quality Advisory Committee; now, therefore,

IT IS HEREBY ORDERED that Mark Grenz is appointed to the Marion Water Quality Advisory Committee for a four-year term ending October 31, 2030.

DATED at Salem, Oregon, this ____ day of _____ 20____.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the Matter of Appointment)
to the Marion Water Quality)
Advisory Committee)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on November 4, 2026, to consider the appointment of Matthew Williams to the Marion Water Quality Advisory Committee.

WHEREAS, the Marion Water Quality Advisory Board was created by the Board of Commissioners on July 28, 2010; and

WHEREAS, Matthew Williams is willing and qualified to serve on the Marion Water Quality Advisory Committee; now, therefore,

IT IS HEREBY ORDERED that Matthew Williams is appointed to the Marion Water Quality Advisory Committee for a four-year term ending October 31, 2030.

DATED at Salem, Oregon, this ____ day of _____ 20____.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY OREGON

In the matter of appointing)
Gary White as Chair to the)
Marion Water Quality Advisory Committee)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting on November 4, 2026.

WHEREAS, the Marion Water Quality Advisory Committee was created by the Board of Commissioners on July 28, 2010; and

WHEREAS, Gary White is willing and qualified to serve as Chair on the Marion Water Quality Advisory Committee; now, therefore,

IT IS HEREBY ORDERED that Gary White be appointed Chair to the Marion Water Quality Advisory Committee.

This appointment shall be for a term beginning November 4, 2026 and ending on October 31, 2028. The appointed members are to serve at the pleasure of the Marion County Board of Commissioners.

DATED at Salem, Oregon, this _____ day of November, 2026.

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Advisory Board Application

Applicant's Name: **Mark Grenz**
Adv. Board: **Marion Water Quality Advisory Committee**
City of Residence: **Keizer** Zip Code: **97303**
Application Rcd: **October 15, 2026**
Occupation: Senior **Design Engineer & CEO, Multi/Tech Engineering**
Has this applicant volunteered for Marion County: **Mark has served on the MWQAC since 2010.**

The reason I am applying:
Topic associated with our work

More about my personal and professional interests:
Water Quality

Tell us more about your community involvement:
Have served on this committee for years; City of Salem Storm Water Advisory

Previous board service at Marion County:
Public Works Design Standards

Qualifications and Skills:
Civil Engineer over 50 years

References:

Allen Dannen, City of Salem Public Works, Professional Reference
Brian Martin, Director, City of Salem Public Works, Professional Reference

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Signature

Agreement Statement:
I give my permission for the named references to be contacted, either verbally or in writing. All the information on this application is true to the best of my knowledge and I understand I am applying for a volunteer position with Marion County.

I understand that appointed members of a Marion County advisory board, commission, committee, or council are considered public officials under Oregon law. Marion County will provide orientation and more information upon appointment.

☑ I Agree *

Advisory Board Application

Applicant's Name: **Matthew Williams**
Adv. Board: **Marion Water Quality Advisory Committee**
City of Residence: **Aurora** Zip code: **97002**
Occupation: **Insurance Agent, Farmers Insurance**
Application Rcd: **02/05/2026**

The reason I am applying:
To get involved in my community

More about my personal and professional interests:
Would like to be involved in the community and local government

Tell us more about your community involvement:
VFW auxilary member post 3452, school house (tualatin) food bank volunteer

Previous board service at Marion County:
No

Qualifications and Skills:
Business experience in real estate and insurance

More about yourself and why you are applying:
As a long time Oregon resident and native, I am looking to participate in the local community and government and be a positive influence for my fellow Oregonians in making our community better.

References:
David Norby, personal reference

Signature

Agreement Statement:
I give my permission for the named references to be contacted, either verbally or in writing. All the information on this application is true to the best of my knowledge and I understand I am applying for a volunteer position with Marion County.

I understand that appointed members of a Marion County advisory board, commission, committee, or council are considered public officials under Oregon law. Marion County will provide orientation and more information upon appointment.

☑ I Agree *

Note: ***Information on this page is considered public record and may be made available upon request.***

Name: Gary White

City of residence: Salem

Business information:

Occupation/business Administrative Services Manager Marion County BOC

Business address 555 Court St NE

City Salem , Oregon Zip code 97309 Business telephone 503-588-5193

Business e-mail gwhite@co.marion.or.us Business fax

I would like to be considered for the At Large position on
(lay or representative designation)

the Marion County Water Quality Advisory Board
(name of committee, board, council, task force or commission)

The reason I am applying for this appointment is
As a long term resident of Salem and the Willamette Valley I am looking for a way to continue serving my community as well as working to maintain and improve the quality of life for our citizens.

The personal and professional interests that prompted me to apply for this appointment are
My family and I enjoy outdoor activities, specifically boating, hiking and bide riding. As a parent and grandparent i want to ensure all families can enjoy these activities and that our environment is maintained for future generations.

Have you served on any other Marion County board, commission, committee, council, or task force? (If yes, please list)

1. No 2.

Please list qualifications and skills you have which you believe would be valuable if you are appointed to this position (include relevant skills, activities, training, and education)
Planning, development and oversight of multiple senior living projects. Operational oversight of multi-unit business platforms. Strategic development of specific business units and models. Development of curriculum and training materials for local, regional and national service providers and educational institutions.
Associate Science Degree in Hospitality Management and Culinary Arts

What community or school activities, committees or special activities have you participated in?
Linn County Fairgrounds Steering Committee, McKay High School graduation. Taste of Salem

For Internal Use:

Application Rcd by: Dept: Date:

Marion Water Quality Advisory Committee Roster

NAME	REPRESENTATION	TERM END DATE
Mark Grenz	Home Builders Association	09/30/2026
Rick Massey	Land Developer	12/31/2026
Richard Walker	At-Large	12/31/2028
Brent Stevenson	Marion County Agriculture Industry	12/31/2028
(Vacant)	At-Large	-
Gary White – Chair	At-Large	08/31/2029
Jeff Crowther	At-Large	06/30/2027
Jake Hush	At-Large	06/30/2027
Angela Plowhead	Marion Soil & Water Conservation District	12/31/2028
Lyle Schellenberg	At-Large	12/31/2028
(Vacant)	Local Watershed Council	-

STAFF	PHONE	EMAIL
Brian May	(503) 365-3147	bmay@co.marion.or.us
Stephanie Pulvers	(503) 365-3187	spulvers@co.marion.or.us
Rocky Toepfer	(503) 365-3127	rtoepfer@co.marion.or.us
Ryan Wade	(503) 365-3149	rwade@co.marion.or.us
Ana Najera-Sanchez	(503) 365-3177	anajerasanchez@co.marion.or.us

Media Notice

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/04/2026

Department: Business Services

Title: Risk Program Rules Update

Management Update/Work Session Date: October 22, 2026 **Audio/Visual aids** ☐

Time Required: _____ **Contact:** William W. White **Phone:** 503.373.4423

Requested Action:
Risk Management requests the Board of Commissioner's approval of the Risk Management Program Rules with updates.

Issue, Description & Background:
The Risk Program Rules define and describe the administration of the County's insurance programs, coverages, responsibilities, and limitations.
The Rules were originally established in 2002, and last updated in 2023. In the past three years Risk Management identified some areas of the rules that merit improved definition and description. Key updates: 1. Section 8. Add "Underinsured" to the uninsured section. 2. Section 9. Add Personal Injury Protection for Automobile Liability. 3.Sections 10.4.3 and 11.3.2. Add settlement authority for the Business Services Director. 4. Section 11.2.5. Add language to clarify workers' compensation coverage for search and rescue volunteers. 5. Section 14.1.8. Add language to clarify coverage exclusions for Adults in Custody and Juveniles in Custody on work crews.

Financial Impacts:
These changes are intended to limit the County's liability and protect the Insurance fund.

Impacts to Department & External Agencies:

List of attachments: Risk Program rules: final and redline versions

Presenter: William W. White

Department Head Signature: tgoettsch
Digitally signed by tgoettsch
Date: 2026.10.23 11:42:25 -07'00'

MARION COUNTY

RISK MANAGEMENT PROGRAM RULES

11/4/2026

EXHIBIT A

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3 Preface

The Marion County Risk Management Program Rules were originally established by Board Order # 02-15R on May 29, 2002, and last updated by Board Order #23-129 on October 26, 2023.

As of July 1, 2020, Marion County reorganized the Business Services department and established Human Resources as a separate department. Human Resources assumed administration of benefits for employee health and welfare and unemployment programs.

This document reflects updates to the Risk Management Program Rules and is effective November 4, 2026, and supersedes all previous program rules. If any section of these rules is contrary to local, state, or federal law, the law will govern. Should any section or portion of the rules be unlawful or unenforceable, all other sections and provisions shall remain in effect. Marion County reserves the right at any time to withdraw or amend any portion of these rules.

The Risk Management Program Rules are not intended to create any contract or rights involving third parties, including insurance companies.

Procedures consistent with the Marion County Risk Management (Risk Management) Policy Statement and these rules may be established by Risk Management to ensure the efficient administration of the Marion County Risk Management Program.

Risk Management Program Rules

Adopted: May 2002

Revised: December 2017

Revised: October 2023

Revised: October 2026

4 Marion County Risk Management Policy Statement:

Marion County Risk Management (Risk Management) strives to cost-effectively protect the people, property, and finances of Marion County from loss. A safe, secure, and healthy working environment for our employees is of utmost priority. As stewards, Marion County recognizes the need to wisely manage public funds. The Marion County Board of Commissioners supports the need to adopt logical, sound risk management practices. The purpose of risk management shall be to preserve the assets of the organization against losses that have a negative financial consequence, including those that are catastrophic in nature. This policy applies to all risks of losses, such as fire, liability, theft, property damage, malpractice, illness, and injury, both direct and indirect.

The identification and management of risk is a collaborative effort involving every county employee. Risk Management seeks the input of department employees and leadership to effectively communicate potential risks and work together to implement recommendations aimed at eliminating or reducing risks. We encourage departments to embrace and implement the recommendations made by our risk management staff unless they can present valid justifications as to why they should not act on these recommendations. By fostering a collaborative approach, we can collectively enhance our risk management practices and ensure the financial well-being of Marion County.

5 Mission:

Our mission is to cost-effectively protect the people, property, and finances of Marion County.

As a program of Marion County Business Services, Risk Management seeks to provide the ultimate customer experience by contributing specialized program expertise and promoting quality service delivery that helps optimize and achieve each department's mission.

We strive to support the Marion County Mission by providing internal services and expertise for our community-focused operations and delivering excellence in everything we do.

We value customer service to our internal and external customers and seek solution-oriented approaches. We provide resources for training and consultations to support our departmental customers in their safety, loss prevention, and compliance efforts.

Our staff are knowledgeable experts in their roles, and we seek quality partners when outside expertise or services are appropriate.

We are honest, forthright, and ethical. We follow through on our commitments, and we hold one another and ourselves personally accountable.

While providing services, we seek to make the most efficient and effective use of public resources, and we work to continuously improve our services through collaboration, innovation, and competence.

1. Duties and Responsibilities

1.1. Risk Management Staff Responsibilities:

1.1.1. The Risk Manager will prepare and present to the Board of Commissioners an annual evaluation of each department's risk management performance and an annual report on the activities of the Marion County Risk Management Program.

1.1.2. Set goals and objectives for the Marion County Risk Management Program and measure program effectiveness and performance.

1.1.3. Administer the Self-Insurance Fund to cost-effectively balance risk retention and risk transfer and to ensure the county's ability to promptly recover from losses.

1.1.4. Provide loss prevention and loss control services to departments.

1.1.5. Review contracts and other agreements to ensure the appropriate transfer of risk to responsible parties.

1.1.6. Purchase and maintain all insurance policies.

1.1.6.1. Coordinate with Human Resources for the procurement of insurance policies and administrative services associated with employee benefits for health and welfare and unemployment as related to the Self-Insurance Fund.

1.1.7. Administer third party liability and workers' compensation claims either through a third-party administrator or self-administration.

1.1.8. Develop and monitor compliance with policies, procedures, and programs that:

1.1.8.1. Ensure the safety and well-being of county employees and the public.

1.1.8.2. Protect the county's property.

1.1.8.3. Limit liability, and related risk of financing costs.

1.1.9. Identify, analyze, evaluate, respond, monitor, and report/communicate risks.

1.1.10. Allocate costs associated with managing risks such as insurance premiums, self-insured retentions, and administrative costs to each county department.

1.1.11. Represent the county's interests in connection with compliance reviews and enforcement actions taken under state and federal insurance and safety regulations.

1.1.12. Maintain the official record of all claims, losses, insurance, and other risk-related expenses.

1.2. Elected Official and Department Head Responsibilities:

1.2.1. Consult with Marion County Legal Counsel (Legal Counsel) and the Risk Manager to assess the risk and impact of litigation upon the county.

1.2.2. If the elected official or department head chooses to proceed against the advice of the Risk Manager and Legal Counsel, and that choice results in

expense to the county, all costs, expenses, and awards may be charged against the department's budget at the discretion of the Board of Commissioners.

1.2.2.1. Alternatively, if the department head or elected official disagrees with the Risk Manager and Legal Counsel, they have the option to appeal to the Board of Commissioner for further review and consideration before making a final decision.

1.2.2.2. This provision does not in any way limit the settlement authority outlined in the Marion County Risk Management Program Rules.

1.2.3. Maintain and promote safe and healthful working conditions throughout their department.

1.2.4. Implement and maintain Risk Management and Loss Control procedures and practices.

1.2.5. Review all incidents involving their area of responsibility, cooperate and coordinate with Risk Management in the disposition and resolution of claims and recommendations for improvements.

1.2.6. Ensure equipment, facilities and programs incorporate safety measures consistent with applicable state and federal safety and health rules and best practices.

1.2.7. Manage operations in accordance with county standards and statutory requirements.

1.2.8. In consultation with Risk Management, and Legal Counsel if appropriate, determine risks presented by new work locations, projects, activities, or programs, along with methods to reduce or eliminate those risks.

1.2.9. Report new property values, disposal of insured assets, and significant changes in operations to Risk Management.

1.3. **Supervisor and Manager Responsibilities:**

1.3.1. Maintain a working knowledge of health and safety policies and codes.

1.3.2. Ensure employees have received required training and equipment.

1.3.3. Monitor employee compliance with established safety rules, practices, and procedures.

1.3.4. Conduct regularly scheduled safety meetings.

1.3.5. Immediately investigate all accidents and incidents and file reports in a timely manner.

1.3.6. Take immediate corrective action to eliminate hazardous conditions and consult with supervisor on all safety problems that cannot be corrected at the supervisor level.

1.3.7. Counsel and appropriately impose disciplinary action as corrective measures with employees for safety violations.

1.4. **Employees, Volunteers and Other Agents of the County Responsibilities:**

1.4.1. Promote safety among co-workers and contribute to good communication on risk and safety matters.

1.4.2. Aid new employees by identifying job safety practices.

1.4.3. Apply the principles of accident prevention in daily work, and care for and use proper safety devices and protective equipment as required by work assignments.

1.4.4. Become familiar with and observe safety rules and safe work procedures during assigned activities.

1.4.5. Promptly report to immediate supervisor any accident, incident, injury, or occupational illness, regardless of the degree of severity, prior to the end of the work shift.

1.4.6. Cooperate with and assist in the investigation of accidents and incidents to identify correctable causes and to prevent their recurrence.

1.4.7. Promptly report to immediate supervisor all observed unsafe actions, practices, or conditions.

1.4.8. Maintain clean and orderly work areas.

1.4.9. Avoid horseplay and refrain from distracting others.

1.4.10. Dress in attire appropriate for the performance of assignments.

1.4.11. Cooperate with the implementation of recommendations intended to eliminate or reduce the risk of injury or illness.

2. Insurance

2.1. **Self-Insurance**

2.1.1. Marion County is self-insured for general and automobile liability, unemployment, and workers' compensation.

2.2. **Commercial Insurance**

2.2.1. All commercial insurance purchases shall be made through Risk Management. The county may purchase insurance policies and bonds when assessed as reasonable and necessary to protect the county's interest.

2.3. **Insurance Broker/Consultant**

2.3.1. The Risk Manager may appoint a qualified consultant(s) and broker(s) to assist and advise in the consideration and placement of insurance policies as deemed necessary by the Risk Manager.

2.3.1.1. The Risk Manager will coordinate with Human Resources for the appointment of qualified consultant(s) associated with employee benefits for health and welfare and unemployment.

2.3.2. Placement of insurance policies shall be through the consultant(s) or broker(s) and shall be at the direction and control of the Risk Manager, giving due regard to the evaluation and recommendation of the consultant(s) or broker(s).

Insurance purchased for the county may be obtained through negotiations directed by the consultant(s) or broker(s).

2.4. **Premium Payments**

2.4.1. Premiums for countywide insurance coverage shall be made in accordance with a cost allocation formula.

2.4.2. Departments shall be responsible for the cost of premiums associated with insurance coverage purchased for exposures specific to the department.

2.5. **Deductibles**

2.5.1. Departments shall be responsible for the first $1,500 of each claim paid by the self-insurance fund.

2.5.2. Commercial insurance deductibles may vary. After the self-insurance deductible is met, any remaining deductible or expense will be paid through the self-insurance fund.

3. Self-Insurance Fund

3.1. **The county shall maintain an account known as the Self-Insurance Fund**

3.1.1. The Self-Insurance Fund shall be maintained to provide sufficient operating funds and actuarially sound reserves for unpaid claims and contingency.

3.1.2. The Board of Commissioners may authorize the transfer of funds between cost centers within the Self-Insurance Fund.

3.2. **Cost Allocations**

3.2.1. Departmental contributions to the Self-Insurance Fund shall be made in accordance with a cost allocation formula. This formula may include factors such as type of business, exposure to loss, and claims experience. Expenses paid by the Self-Insurance Fund may be assessed to departments.

3.2.2. An actuarial study of the Self-Insurance Fund will be conducted every three years or as deemed necessary by the Risk Manager or as required by the Government Accounting Standards Board (GASB).

3.3. **Investment of the Self-Insurance Fund**

3.3.1. According to established county investment policy, the Marion County Treasurer shall invest the principal sums within the Self-Insurance Fund, and any interest earned shall be applied to the Self-Insurance Fund.

3.4. **Expenditures from the Self-Insurance Fund**

3.4.1. The following general classes of expenditures may be made from the Self - Insurance Fund:

3.4.1.1. Payment of claims.

3.4.1.2. Premiums for insurance purchased by the county at the direction of the Risk Manager.

3.4.1.3. Costs and expenses related to the administration, prevention, investigation, adjustment, and litigation of claims.

3.4.1.4. Costs and expenses related to the management of insurance and programs as described in these rules and regulations.

4. Contracts and Risk Transfer

4.1. **The county, where feasible, may transfer risk by contracting with other entities to provide the services needed**. These contracts may include hold harmless agreements and may require the other entities to comply with Marion County's insurance requirements.

4.1.1. Risk Management shall establish standardized insurance requirements to be included in all contracts, leases, and agreements to which the county is a party. Insurance requirements shall include, but not be limited to, types of insurance, minimum limits of insurance, and additional insured endorsements.

4.1.2. The Risk Manager has authority to waive or modify hold harmless or insurance requirements when the Risk Manager determines it is in the county's best interest to do so.

4.1.3. All requests by contracted agents to be indemnified by the county must be reviewed by the Risk Manager. The Risk Manager has the authority to grant indemnification to a contracted agent if the Risk Manager determines it is in the county's best interest to do so.

4.1.4. In the event of a loss to property that is not owned by Marion County and for which a department has contractually agreed to pay, the department will be responsible for any payment related to the loss, unless prior to entering into a contract with such a provision, the department has obtained written acknowledgement from the Risk Manager that such a loss is either covered by insurance or self-insurance pursuant to these rules.

5. Indemnification

5.1. **Coverage**

5.1.1. Pursuant to ORS 30.285, Marion County shall defend, hold harmless and indemnify its elected officials, appointed officers, agents, and employees for any claim arising out of an alleged act or omission occurring in the performance of county duties which does not result from malfeasance in office, or willful or wanton neglect of duty.

5.2. **Cooperation**

5.2.1. Pursuant to ORS 30.287, all elected officials, appointed officers, agents, and employees of the county shall cooperate fully with the defense of claims. If an official, officer, agent, or employee fails to cooperate or otherwise acts in prejudice of the defense of a claim, the county may at any time reject the defense of the claim and may refuse to hold harmless or indemnify that person.

5.3. **Limitations**

5.3.1. In the event a complaint is filed with the Oregon Ethics Commission against a county employee or official, the county will not be responsible to defend or indemnify that employee or official. If, upon final resolution of the complaint

arising from the performance of county duties, and the employee or official is found to be not in violation of the law, the employee or official may submit a request for reimbursement of actual legal representation fees and costs to the Board of Commissioners. The Board's decision whether to reimburse all or part of the actual expenses to the employee or official shall be final.

5.3.2. In the event a complaint is filed with a state licensing board against a county employee or official, the county will not be responsible to defend or indemnify that employee or official. If, upon final resolution of the complaint arising from the performance of county duties, and the employee or official is found to be not in violation, the employee or official may submit a request for reimbursement of actual legal representation fees and costs to the Board of Commissioners. The Board's decision whether to reimburse all or part of the actual expenses to the employee or official shall be final.

6. County-Owned or Leased Automobile Insurance

6.1. **Marion County is self-insured for automobile liability pursuant to ORS 30.282.**

6.1.1. In the event of damage to or loss of a county-owned or leased motor vehicle, the department is responsible for paying the first $1,500 to repair or replace the vehicle. If the amount of loss exceeds $1,500, the Self-Insurance Fund will pay the amount over $1,500 to repair or replace the vehicle up to the actual cash value of the vehicle.

6.1.2. County coverage for vehicles leased or not owned by the county is excess over any other valid and collectible insurance. County officials, employees and agents are required to purchase the maximum liability coverage available from leasing rental companies.

7. Employee-Owned Vehicles

7.1. **Employees authorized to operate their personal vehicles**

7.1.1. Employees that are authorized to operate their personal vehicles on county business are responsible for carrying automobile liability insurance. When an employee's personal vehicle is used on county business, the employee's personal automobile liability insurance policy is primary. The Self-Insurance Fund coverage is secondary.

7.1.2. The county does not provide Collision, comprehensive or uninsured motorist coverage or personal injury protection for privately owned vehicles used on county business.

8. Uninsured and Underinsured Motorist Coverage

8.1. **Marion County provides self-insurance for uninsured and underinsured motorist coverage only** for county owned and leased vehicles at the minimum limits set by ORS 806.070.

8.1.1. $25,000 because of bodily injury to or death of one person in one accident.

8.1.2. Subject to that limit for one person, $50,000 because of bodily injury to or death of two or more persons in any one accident; and

8.1.3. $20,000 because of injury to or destruction of the property of others in any one accident.

8.2. **The county regards private vehicles** operated by employees, volunteers, interns, or contract employees as not under county control. In the event a court of competent jurisdiction should determine that Marion County, as a self-insured local government, must provide uninsured motorist coverage on one or more of these classes of private vehicles, the limits of the county's coverage are as stated above.

9. Personal Injury Protection (PIP) for Automobile Liability

9.1. Marion County's self-insurance provides the Oregon statutory minimum coverage for Personal Injury Protection for non-employee passengers in Marion County vehicles when involved in a motor vehicle incident.

10. Liability Claims

10.1. **Liability claims are claims directed at the county**, its elected officials, appointed officers, agents, or employees, which arise under the Oregon Tort Claims Act, 42 USC, section 1983, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended or any similar state or federal statute or administrative rule addressing civil rights or employment discrimination.

10.2. **Types of Liability Claims Covered**

10.2.1. Coverage for third party liability claims provided by the Self-Insurance Fund includes:

10.2.1.1. Comprehensive General Liability.

10.2.1.2. Comprehensive Automobile Liability.

10.2.1.3. Errors and Omissions.

10.2.1.4. Personal Injury.

10.2.1.5. Malpractice.

10.3. **Liability Claims Administration**

10.3.1. Liability claims shall be administered pursuant to these rules and be subject to the general direction of the Risk Manager and Legal Counsel.

10.3.2. Initial claim reserves will be established upon receipt of a claim. Initial reserves will include the anticipated cost of legal and investigation fees necessary to establish the merits of the claim. Following a determination of the compensability of the claim, reserves for the ultimate probable expense shall be established.

10.3.3. Risk Management is responsible for investigating, evaluating, and analyzing all liability claims filed against the county. The Risk Manager may authorize the services of a third-party administrator to administer and manage claims. Departments will cooperate with and assist the Risk Manager or third-party administrator in the investigation and management of claims.

10.3.4. Liability claims shall be investigated to determine the level of liability and to determine the economic cost of settlement versus litigation. If it is determined that it is in the county's best interest to enter into a settlement agreement, the payment will be the amount reasonably necessary to settle the claim. If it is determined that the county is not liable for a loss, or the claim cannot be settled for a reasonable amount, the county will deny and defend against the claim.

10.3.5. The county shall defend itself against all nuisance claims. However, if the Risk Manager and Legal Counsel agree that the cost to defend a disputed claim is greater than the settlement amount, it is within their discretion to settle that claim, subject to the limitations outlined in the Marion County Risk Management Program Rules.

10.3.6. Legal Counsel is responsible for defending the County when litigation has been filed or is expected to be filed.

10.3.6.1. Outside counsel may be hired in cases of conflicts of interest or when a claim is complex, unusual, or when special skill or experience is required to advise or represent the county. Legal Counsel shall select and monitor outside counsel in consultation with the Risk Manager. Legal Counsel and the Risk Manager shall work with outside counsel to define a plan for the defense or prosecution of a claim. Pursuant to these guidelines, the Self-Insurance Fund or the department will pay the cost of outside counsel.

10.4. **Liability Claims Settlement and Payment**

10.4.1. The Self-Insurance Fund will pay punitive damages when they are awarded as the result of litigation for which the county has provided defense and indemnification to the employee involved.

10.4.2. Prior to litigation, the Risk Manager has the authority to settle **any claim** for actual property damages up to $50,000. The Risk Manager has the authority to settle prior to litigation any claim for damages other than actual property damage in an amount not to exceed $25,000 per cause of action. These settlement authorities are not combinable.

10.4.3. The Business Services Director shall have the same authority as the Risk Manager and shall act in the Risk Manager's absence.

10.4.4. After litigation has been filed, Legal Counsel, in consultation with the Risk Manager, has authority to settle any claim in an amount not to exceed $50,000.

10.4.5. Upon the recommendation of Legal Counsel and the Risk Manager, the Chief Administrative Officer has the authority to approve settlement of any single claim up to $100,000.

10.4.6. Any claim settlement in excess of $100,000 shall be referred to the Board of Commissioners for approval prior to settlement.

10.4.7. No other department, official or employee has authority to settle a liability claim on behalf of Marion County.

10.4.8. Whenever practical and possible, departments will be consulted prior to offering any settlement or making a settlement recommendation to the Board of Commissioners.

11. Workers' Compensation

11.1. **The county places high priority on the safety and well-being of its workers.** When a worker is injured on the job, the county's primary objective is to assist them in obtaining the workers' compensation benefits they are qualified to receive, in addition to bringing them back to work within their physical capacity as soon as possible.

11.2. **The county shall comply with the State of Oregon workers' compensation laws, orders, and rules,** along with county policies regarding the treatment of injured workers. Workers' Compensation Claims Administration

11.2.1. Risk Management is responsible for investigating, evaluating, and analyzing all workers' compensation claims. The Risk Manager may authorize the services of a third-party administrator to investigate or manage claims and may employ the services of rehabilitation organizations to assist injured workers when necessary.

11.2.2. Risk Management shall collaborate with injured workers and departmental supervisors in facilitating early return-to-work options by providing transitional duties within their restrictions.

11.2.3. The Risk Manager may appoint outside Legal Counsel with expertise in workers' compensation matters to defend the county for workers' compensation claims, claim denials, and appeals involving litigation.

11.2.4. Initial claim reserves will be established upon receipt of a claim. Initial reserves will anticipate the cost of legal and investigation fees necessary to make a compensability decision. Compensable claims shall be reserved for the ultimate probable expense.

11.2.5. Workers' Compensation coverage applies to volunteers in the Sheriff's Office Search and Rescue program. Coverage starts at the time they are within the State of Oregon and start responding to a callout. Coverage ends at the time the volunteer signs out from the event.

11.3. **Workers' Compensation Settlements**

11.3.1. The Risk Manager has authority to settle any workers' compensation claim in an amount not to exceed $50,000 per cause of action.

11.3.2. The Business Services Director shall have the same authority as the Risk Manager and shall act in the Risk Manager's absence.

11.3.3. Upon recommendation of the Risk Manager, the Chief Administrative Officer may approve settlement of any claim in an amount more than $50,000, but not exceeding $100,000.

11.3.4. Upon joint recommendation of the Risk Manager and Chief Administrative Officer, all claim settlements in excess of $100,000 shall be referred to the Board of Commissioners for approval prior to settlement.

11.3.5. Whenever practical and possible, departments will be consulted prior to offering any settlement or making a settlement recommendation to the Board of Commissioners.

11.3.6. No other department, official or employee has authority to settle a workers' compensation claim on behalf of Marion County.

12. Subrogation

12.1. **Marion County reserves the right of subrogation** and may choose to take action to recover all claims costs, administrative fees, and other expenses if the loss was caused by or the result of actions by a third party. Risk Management will investigate all claims and determine the potential for subrogation. The Risk Manager has the authority to pursue subrogation on behalf of the county.

12.2. **Whenever practical and possible**, departments will be consulted prior to the pursuit of subrogation.

12.3. **No other department,** official or employee has authority to subrogate claims on behalf of Marion County.

13. Safety Programs

13.1. **Marion County is committed to providing safe and healthful working conditions**. Under no circumstances will the risk of serious injury or death be considered an acceptable risk. Countywide Safety Programs shall be coordinated and overseen by Risk Management.

13.2. **Coverage**

13.2.1. For the purpose of the county's safety programs, the term workforce shall be understood to include employees, volunteers, trainees, and other persons for whom the county has engaged to provide services for Marion County.

13.3. **Responsibilities**

13.3.1. Each department is responsible for establishing and implementing a written occupational safety, health, and loss prevention program. As part of the department's program, the department shall ensure that it has either established its own departmental safety committee pursuant to OR-OSHA rules or has provided for a department representative to participate on a multi-departmental committee.

13.3.2. Risk Management will assist and consult with each department in the development and implementation of its occupational safety, health, and loss prevention programs.

13.4. **Imminent Danger**

13.4.1. Should a hazardous condition or work procedure create an imminent danger to the health or safety of any county employee or the public, any employee has the authority to issue a stop work order or initiate other emergency protocols until the condition or procedure is corrected.

14. Exclusions from Coverage

14.1. **The following are excluded from coverage by the Self-Insurance Fund**:

14.1.1. Civil or criminal fines, penalties, or restitution orders.

14.1.2. Awards or settlements including wages, salary or benefits or the interest thereon. Unless authorized by the Risk Manager.

14.1.3. Liquidated damages

14.1.4. Defense costs for employees or officials in criminal matters, except as provided by a collective bargaining agreement.

14.1.5. Attorneys' fees awarded as part of a declaratory action, relief, eminent domain, inverse condemnation, writ of mandamus, or writ of review.

14.1.6. Pollution or environmental clean-up or closure costs or third-party liability claims.

14.1.7. Exclusions under an excess insurance policy purchased by Marion County are also exclusions from coverage by the Insurance Fund. Unless authorized by the Risk Manager.

14.1.8. Injury claims by Adults in Custody and Juveniles in Custody while on work crews.

14.1.9. If disputes arise as to whether an expenditure should be paid from the Insurance Fund, that dispute shall be resolved by the Board of Commissioners.

MARION COUNTY

RISK MANAGEMENT PROGRAM RULES

~~10/1/2023~~11/4/2026

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2 Preface

The Marion County Risk Management Program Rules were originally established by Board Order # 02-15R on May 29, 2002, and last updated by Board Order #~~17~~23-~~152~~129 on ~~December 6, 2017.~~ October 26, 2023.

As of July 1, 2020, Marion County reorganized the Business Services department and established Human Resources as a separate department. Human Resources assumed administration of benefits for employee health and welfare and unemployment programs.

This document reflects updates to the Risk Management Program Rules and is effective November 4~~October 25~~, 202~~6~~3, and supersedes all previous program rules. If any section of these rules is contrary to local, state, or federal law, the law will govern. Should any section or portion of the rules be unlawful or unenforceable, all other sections and provisions shall remain in effect. Marion County reserves the right at any time to withdraw or amend any portion of these rules.

The Risk Management Program Rules are not intended to create any contract or rights involving third parties, including insurance companies.

Procedures consistent with the Marion County Risk Management (Risk Management) Policy Statement and these rules may be established by Risk Management to ensure the efficient administration of the Marion County Risk Management Program.

Risk Management Program Rules

Adopted: ~~–~~May 2002

Revised: ~~———~~ December 2017

Revised: ~~–~~October 2023

Revised: October 2026

3 Marion County Risk Management Policy Statement:

Marion County Risk Management (Risk Management) strives to cost-effectively protect the people, property, and finances of Marion County from loss. A safe, secure, and healthy working environment for our employees is of utmost priority. As stewards, Marion County recognizes the need to wisely manage public funds. The Marion County Board of Commissioners supports the need to adopt logical, sound risk management practices. The purpose of risk management shall be to preserve the assets of the organization against losses that have a negative financial consequence, including those that are catastrophic in nature. This policy applies to all risks of losses, such as fire, liability, theft, property damage, malpractice, illness, and injury, both direct and indirect.

The identification and management of risk is a collaborative effort involving every county employee. Risk Management s~~taff actively s~~eeks the input of department employees and leadership to effectively communicate potential risks and work together to implement recommendations aimed at eliminating or reducing risks. We encourage departments to embrace and implement the recommendations made by our risk management staff unless they can present valid justifications as to why they should not act on these recommendations. By fostering a collaborative approach, we can collectively enhance our risk management practices and ensure the financial well-being of Marion County.

4 Mission:

Our mission is to cost-effectively protect the people, property, and finances of Marion County.

As a program of Marion County Business Services, Risk Management seeks to provide the ultimate customer experience by contributing specialized program expertise and promoting quality service delivery that helps optimize and achieve each department's mission.

We strive to support the Marion County Mission by providing internal services and expertise ~~to~~for our community-focused operations and delivering excellence in everything we do.

We value customer service to our internal and external customers and seek solution-oriented approaches. We provide resources for training and consultations to support our departmental customers in their safety, loss prevention, and compliance efforts.

Our staff are knowledgeable experts in their roles, and we seek quality partners when outside expertise or services are appropriate.

We are honest, forthright, and ethical. We follow through on our commitments, and we hold one another and ourselves personally accountable.

While providing services, we seek to make the most efficient and effective use of public resources, and we work to continuously improve our services through collaboration, innovation, and competence.

1. Duties and Responsibilities

1.1. **Risk Management Staff Responsibilities:**

1.1.1. The Risk Manager will prepare and present to the Board of Commissioners an annual evaluation of each department's risk management performance and an annual report on the activities of the Marion County Risk Management Program.

1.1.2. Set goals and objectives for the Marion County Risk Management Program and measure program effectiveness and performance.

1.1.3. Administer the Self-Insurance Fund to cost-effectively balance risk retention and risk transfer and to ensure the county's ability to promptly recover from losses.

1.1.4. Provide loss prevention and loss control services to departments.

1.1.5. Review contracts and other agreements to ensure the appropriate transfer of risk to responsible parties.

1.1.6. Purchase and maintain all insurance policies.

1.1.6.1. Coordinate with Human Resources for the procurement of insurance policies and administrative services associated with employee benefits for health and welfare and unemployment as related to the Self-Insurance Fund.

1.1.7. Administer third party liability and workers' compensation claims either through a third-party administrator or self-administration.

1.1.8. Develop and monitor compliance with policies, procedures, and programs that:

1.1.8.1. Ensure the safety and well-being of county employees and the public.

1.1.8.2. Protect the county's property.

1.1.8.3. Limit liability, and related risk of financing costs.

1.1.9. Identify, analyze, evaluate, respond, monitor, and report/communicate risks.

1.1.10. Allocate costs associated with managing risks such as insurance premiums, self-insured retentions, and administrative costs to each county department.

1.1.11. Represent the county's interests in connection with compliance reviews and enforcement actions taken under state and federal insurance and safety regulations.

1.1.12. Maintain the official record of all claims, losses, insurance, and other risk-related expenses.

1.2. **Elected Official and Department Head Responsibilities:**

1.2.1. Consult with Marion County Legal Counsel (Legal Counsel) and the Risk Manager to assess the risk and impact of litigation upon the county.

1.2.2. If the elected official or department head chooses to proceed against the advice of the Risk Manager and Legal Counsel, and that choice results in

expense to the county, all costs, expenses, and awards may be charged against the department's budget at the discretion of the Board of Commissioners.

1.2.2.1. Alternatively, if the department head or elected official disagrees with the Risk Manager and Legal Counsel, they have the option to appeal to the Board of Commissioner for further review and consideration before making a final decision.

1.2.2.2. This provision does not in any way limit the settlement authority outlined in the Marion County Risk Management Program Rules.

1.2.3. Maintain and promote safe and healthful working conditions throughout their department.

1.2.4. Implement and maintain Risk Management and Loss Control procedures and practices.

1.2.5. Review all incidents involving their area of responsibility, cooperate and coordinate with Risk Management in the disposition and resolution of claims and recommendations for improvements.

1.2.6. Ensure equipment, facilities and programs incorporate safety measures consistent with applicable state and federal safety and health rules and best practices.

1.2.7. Manage operations in accordance with county standards and statutory requirements.

1.2.8. In consultation with Risk Management, and Legal Counsel if appropriate, determine risks presented by new work locations, projects, activities, or programs, along with methods to reduce or eliminate those risks.

1.2.9. Report new property values, disposal of insured assets, and significant changes in operations to Risk Management.

1.3. **Supervisor and Manager Responsibilities:**

1.3.1. Maintain a working knowledge of health and safety policies and codes.

1.3.2. Ensure employees have received required training and equipment.

1.3.3. Monitor employee compliance with established safety rules, practices, and procedures.

1.3.4. Conduct regularly scheduled safety meetings.

1.3.5. Immediately investigate all accidents and incidents and file reports in a timely manner.

1.3.6. Take immediate corrective action to eliminate hazardous conditions and consult with supervisor on all safety problems that cannot be corrected at the supervisor level.

1.3.7. Counsel and appropriately impose disciplinary action as corrective measures with employees for safety violations.

~~1.3.7.~~

1.4. **Employees, Volunteers and Other Agents of the County Responsibilities:**

1.4.1. Promote safety among co-workers and contribute to good communication on risk and safety matters.

1.4.2. Aid new employees by identifying job safety practices.

1.4.3. Apply the principles of accident prevention in daily work, and care for and use proper safety devices and protective equipment as required by work assignments.

1.4.4. Become familiar with and observe safety rules and safe work procedures during assigned activities.

1.4.5. Promptly report to immediate supervisor any accident, incident, injury, or occupational illness, regardless of the degree of severity, prior to the end of the work shift.

1.4.6. Cooperate with and assist in the investigation of accidents and incidents to identify correctable causes and to prevent their recurrence.

1.4.7. Promptly report to immediate supervisor all observed unsafe actions, practices, or conditions.

1.4.8. Maintain clean and orderly work areas.

1.4.9. Avoid horseplay and refrain from distracting others.

1.4.10. Dress in attire appropriate for the performance of assignments.

1.4.11. Cooperate with the implementation of recommendations intended to eliminate or reduce the risk of injury or illness.

2. Insurance

2.1. **Self-Insurance**

~~2.1.1.~~ Marion County is self-insured for general and automobile ~~,~~liability, unemployment, and workers' compensation~~, and liability claims~~.

2.2. **Commercial Insurance**

~~2.3.~~2.2.1. All commercial insurance purchases shall be made through Risk Management. The county may purchase insurance policies and bonds when assessed as reasonable and necessary to protect the county's interest.

~~2.4.~~2.3. **Insurance Broker/Consultant**

~~2.4.1.~~2.3.1. The Risk Manager may appoint a qualified consultant(s) and broker(s) to assist and advise in the consideration and placement of insurance policies as deemed necessary by the Risk Manager.

~~2.4.1.1.~~2.3.1.1. The Risk Manager will coordinate with Human Resources for the appointment of qualified consultant(s) associated with employee benefits for health and welfare and unemployment.

~~2.4.2.~~2.3.2. Placement of insurance policies shall be through the consultant(s) or broker(s) and shall be at the direction and control of the Risk Manager, giving due regard to the evaluation and recommendation of the consultant(s) or broker(s). Insurance purchased for the county may be obtained through negotiations directed by the consultant(s) or broker(s).

~~2.5.~~2.4. **Premium Payments**

~~2.5.1.~~2.4.1. Premiums for countywide insurance coverage shall be made in accordance with a cost allocation formula.

~~2.5.2.~~2.4.2. Departments shall be responsible for the cost of premiums associated with insurance coverage purchased for exposures specific to the department.

~~2.6.~~2.5. **Deductibles**

~~2.6.1.~~2.5.1. Departments shall be responsible for the first $1,500 of each claim paid by the self-insurance fund.

~~2.6.2.~~2.5.2. Commercial insurance deductibles may vary. After the self-insurance deductible is met, any remaining deductible or expense will be paid through the self-insurance fund.

3. Self-Insurance Fund

3.1. **The county shall maintain an account known as the Self-Insurance Fund**

3.1.1. The Self-Insurance Fund shall be maintained to provide sufficient operating funds and actuarially sound reserves for unpaid claims and contingency.

3.1.2. The Board of Commissioners may authorize the transfer of funds between cost centers within the Self-Insurance Fund.

3.2. **Cost Allocations**

3.2.1. Departmental contributions to the Self-Insurance Fund shall be made in accordance with a cost allocation formula. This formula may include factors such as type of business, exposure to loss, and claims experience. Expenses paid by the Self-Insurance Fund may be assessed to departments.

3.2.2. An actuarial study of the Self-Insurance Fund will be conducted every three years or as deemed necessary by the Risk Manager or as required by the Government Accounting Standards Board (GASB).

3.3. **Investment of the Self-Insurance Fund**

3.3.1. According to established county investment policy, the Marion County Treasurer shall invest the principal sums within the Self-Insurance Fund, and any interest earned shall be applied to the Self-Insurance Fund.

3.4. **Expenditures from the Self-Insurance Fund**

3.4.1. The following general classes of expenditures may be made from the Self - Insurance Fund:

~~3.4.2.~~3.4.1.1. Payment of claims.

~~3.4.3.~~3.4.1.2. Premiums for insurance purchased by the county at the direction of the Risk Manager.

~~3.4.4.~~3.4.1.3. Costs and expenses related to the administration, prevention, investigation, adjustment, and litigation of claims.

~~3.4.5.~~3.4.1.4. Costs and expenses related to the management of insurance and programs as described in these rules and regulations.

4. Contracts and Risk Transfer

4.1. **The county, where feasible, may transfer risk by contracting with other entities to provide ~~needed services~~the services needed**. These contracts may include hold harmless agreements and may require the other entities to comply with Marion County's insurance requirements.

4.1.1. Risk Management shall establish standardized insurance requirements to be included in all contracts, leases, and agreements to which the county is a party. Insurance requirements shall include, but not be limited to, types of insurance, minimum limits of insurance, and additional insured endorsements.

4.1.2. The Risk Manager has authority to waive or modify hold harmless or insurance requirements when the Risk Manager determines it is in the county's best interest to do so.

4.1.3. All requests by contracted agents to be indemnified by the county must be reviewed by the Risk Manager. The Risk Manager has the authority to grant indemnification to a contracted agent if the Risk Manager determines it is in the county's best interest to do so.

4.1.4. In the event of a loss to property that is not owned by Marion County and for which a department has contractually agreed to pay, the department will be responsible for any payment related to the loss, unless prior to entering into a contract with such a provision, the department has obtained written acknowledgement from the Risk Manager that such a loss is either covered by insurance or self-insurance pursuant to these rules.

~~4.1.4.~~

5. Indemnification

5.1. **Coverage**

5.1.1. Pursuant to ORS 30.285, Marion County shall defend, hold harmless and indemnify its elected officials, appointed officers, agents, and employees for any claim arising out of an alleged act or omission occurring in the performance of county duties which does not result from malfeasance in office, or willful or wanton neglect of duty.

5.2. **Cooperation**

5.2.1. Pursuant to ORS 30.287, all elected officials, appointed officers, agents, and employees of the county shall cooperate fully with the defense of claims. If an official, officer, agent, or employee fails to cooperate or otherwise acts in prejudice of the defense of a claim, the county may at any time reject the defense of the claim and may refuse to hold harmless or indemnify that person.

5.3. **Limitations**

5.3.1. In the event a complaint is filed with the Oregon Ethics Commission against a county employee or official, the county will not be responsible to defend or indemnify that employee or official. If, upon final resolution of the complaint arising from the performance of county duties, and the employee or official is found to be not in violation of the law, the employee or official may submit a request for reimbursement of actual legal representation fees and costs to the Board of Commissioners. The Board's decision whether to reimburse all or part of the actual expenses to the employee or official shall be final.

5.3.2. In the event a complaint is filed with a state licensing board against a county employee or official, the county will not be responsible to defend or indemnify that employee or official. If, upon final resolution of the complaint arising from the performance of county duties, and the employee or official is found to be not in violation, the employee or official may submit a request for reimbursement of actual legal representation fees and costs to the Board of Commissioners. The Board's decision whether to reimburse all or part of the actual expenses to the employee or official shall be final.

6. County-Owned or Leased Automobile Insurance

6.1. **Marion County is self-insured for automobile liability pursuant to ORS 30.282.**

6.1.1. In the event of damage to or loss of a county-owned or leased motor vehicle, the department is responsible for paying the first $1,500 to repair or replace the vehicle. If the amount of loss exceeds $1,500, the Self-Insurance Fund will pay the amount over $1,500 to repair or replace the vehicle up to the actual cash value of the vehicle.

6.1.2. County coverage for vehicles leased or not owned by the county is excess over any other valid and collectible insurance. County officials, employees and agents are required to purchase the maximum liability coverage available from leasing rental companies.

7. Employee-Owned Vehicles

7.1. **Employees authorized to operate their personal vehicles**

~~7.1.1.~~ Employees that are authorized to operate their personal vehicles on county business are responsible for carrying automobile liability insurance. ~~-~~When an employee's personal vehicle is used on county business, the employee's personal automobile liability insurance policy is primary. ~~-~~The Self-Insurance Fund coverage is secondary.

7.1.1.

~~7.2.~~ The county does not provide~~:~~

~~7.2.1.~~7.1.2. Collision, comprehensive or uninsured motorist coverage or personal injury protection for privately owned vehicles used on county business.

8. Uninsured and Underinsured Motorist Coverage

8.1. **Marion County provides self-insurance for uninsured and underinsured motorist coverage only** for county owned and leased vehicles at the minimum limits set by ORS 806.070.

8.1.1. $25,000 because of bodily injury to or death of one person in one accident.

8.1.2. Subject to that limit for one person, $50,000 because of bodily injury to or death of two or more persons in any one accident; and

8.1.3. $20,000 because of injury to or destruction of the property of others in any one accident.

8.2. **The county regards private vehicles** operated by employees, volunteers, interns, or contract employees as not under county control. In the event a court of competent jurisdiction should determine that Marion County, as a self-insured local government, must provide uninsured motorist coverage on one or more of these classes of private vehicles, the limits of the county's coverage are as stated above.

9. Personal Injury Protection (PIP) for Automobile Liability

9.1. Marion County's self-insurance provides the Oregon statutory minimum coverage for Personal Injury Protection for non-employee passengers in Marion County vehicles when involved in a motor vehicle incident.

~~8.2.~~

~~9.~~10. Liability Claims

~~9.1.~~ **Liability claims are claims directed at the county**, its elected officials, appointed officers, agents, or employees, which arise under the Oregon Tort Claims Act, 42 USC, section 1983, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, as amended or any similar state or federal statute or administrative rule addressing civil rights or employment discrimination.

~~9.2.~~10.2. **Types of Liability Claims Covered**

~~9.2.1.~~10.2.1. Coverage for third party liability claims provided by the Self-Insurance Fund includes:

~~9.2.1.1.~~10.2.1.1. Comprehensive General Liability.

~~9.2.1.2.~~10.2.1.2. Comprehensive Automobile Liability.

~~9.2.1.3.~~10.2.1.3. Errors and Omissions.

~~9.2.1.4.~~10.2.1.4. Personal Injury.

~~9.2.1.5.~~10.2.1.5. Malpractice.

~~9.3.~~10.3. **Liability Claims Administration**

~~9.3.1.~~10.3.1. Liability claims shall be administered pursuant to these rules and be subject to the general direction of the Risk Manager and Legal Counsel.

~~9.3.2.~~10.3.2. Initial claim reserves will be established upon receipt of a claim. Initial reserves will include the anticipated cost of legal and investigation fees necessary to establish the merits of the claim. Following a determination of the compensability of the claim, reserves for the ultimate probable expense shall be established.

~~9.3.3.~~10.3.3. Risk Management is responsible for investigating, evaluating, and analyzing all liability claims filed against the county. The Risk Manager may authorize the services of a third-party administrator to administer and manage claims. Departments will cooperate with and assist the Risk Manager or third-party administrator in the investigation and management of claims.

~~9.3.4.~~10.3.4. Liability claims shall be investigated to determine the level of liability and to determine the economic cost of settlement versus litigation. If it is determined that it is in the county's best interest to enter into a settlement agreement, the payment will be the amount reasonably necessary to settle the claim. If it is determined that the county is not liable for a loss, or the claim cannot be settled for a reasonable amount, the county will deny and defend against the claim.

~~9.3.5.~~10.3.5. The county shall defend itself against all nuisance claims. However, if the Risk Manager and Legal Counsel agree that the cost to defend a disputed claim is greater than the settlement amount, it is within their discretion to settle that claim, subject to the limitations outlined in the Marion County Risk Management Program Rules.

~~9.3.6.~~10.3.6. Legal Counsel is responsible for defending the County when litigation has been filed or is expected to be filed.

~~9.3.6.1.~~10.3.6.1. Outside counsel may be hired in cases of conflicts of interest or when a claim is complex, unusual, or when special skill or experience is required to advise or represent the county. Legal Counsel shall select and monitor outside counsel in consultation with the Risk Manager. Legal Counsel and the Risk Manager shall work with outside counsel to define a plan for the defense or prosecution of a claim. Pursuant to these

guidelines, the Self-Insurance Fund or the department will pay the cost of outside counsel.

~~9.4.~~10.4. **Liability Claims Settlement and Payment**

~~9.4.1.~~10.4.1. The Self-Insurance Fund will pay punitive damages when they are awarded as the result of litigation for which the county has provided defense and indemnification to the ~~involved employee~~employee involved.

~~9.4.2.~~10.4.2. Prior to litigation, the Risk Manager has the authority to settle **any claim** for actual property damages up to $50,000. The Risk Manager has the authority to settle prior to litigation any claim for damages other than actual property damage in an amount not to exceed $25,000 per cause of action. These settlement authorities are not combinable.

10.4.3. The Business Services Director shall have the same authority as the Risk Manager and shall act in the Risk Manager's absence.

~~9.4.3.~~10.4.4. After litigation has been filed, Legal Counsel, in consultation with the Risk Manager, has authority to settle any claim in an amount not to exceed $50,000.

~~9.4.4.~~10.4.5. Upon the recommendation of Legal Counsel and the Risk Manager, the Chief Administrative Officer has the authority to approve settlement of any single claim up to $100,000.

~~9.4.5.~~10.4.6. Any claim settlement in excess of $100,000 shall be referred to the Board of Commissioners for approval prior to settlement.

~~9.4.6.~~10.4.7. No other department, official or employee has authority to settle a liability claim on behalf of Marion County.

10.4.8. Whenever practical and possible, departments will be consulted prior to offering any settlement or making a settlement recommendation to the Board of Commissioners.

~~9.4.7.~~

~~10.~~11. Workers' Compensation

~~10.1.~~11.1. **The county places high priority on the safety and well-being of its workers.** When a worker is injured on the job, the county's primary objective is to assist them in obtaining the workers' compensation benefits they are qualified to receive, in addition to bringing them back to work within their physical capacity as soon as possible.

~~10.2.~~11.2. **The county shall comply with the State of Oregon workers' compensation laws, orders, and rules,** along with county policies regarding the treatment of injured workers. Workers' Compensation Claims Administration

~~10.2.1.~~11.2.1. Risk Management is responsible for investigating, evaluating, and analyzing all workers' compensation claims. The Risk Manager may authorize the services of a third-party administrator to investigate or manage claims and may employ the services of rehabilitation organizations to assist injured workers when necessary.

~~10.2.2.~~11.2.2. Risk Management shall collaborate with injured workers and departmental supervisors in facilitating early return-to-work options by providing transitional duties within their restrictions.

~~10.2.3.~~11.2.3. The Risk Manager may appoint outside Legal Counsel with ~~an~~ exppertise in workers' compensation matters to defend the county ~~on~~ for workers' compensation claims, claim denials, and appeals involving litigation.

11.2.4. Initial claim reserves will be established upon receipt of a claim. Initial reserves will anticipate the cost of legal and investigation fees necessary to make a compensability decision. Compensable claims shall be reserved for the ultimate probable expense.

~~10.2.4.~~11.2.5. Workers' Compensation coverage applies to volunteers in the Sheriff's Office Search and Rescue program. Coverage starts at the time they are within the State of Oregon and start responding to a callout. Coverage ends at the time the volunteer signs out from the event.

~~10.3.~~11.3. **Workers' Compensation Settlements**

11.3.1. The Risk Manager has authority to settle any ~~claim~~ workers' compensation claim in an amount not to exceed $50,000 per cause of action.

11.3.2. The Business Services Director shall have the same authority as the Risk Manager and shall act in the Risk Manager's absence.

~~10.3.1.~~

~~10.3.2.~~11.3.3. Upon recommendation of the Risk Manager, the Chief Administrative Officer may approve settlement of any claim in an amount more than $50,000, but not exceeding $100,000.

~~10.3.3.~~11.3.4. Upon joint recommendation of the Risk Manager and Chief Administrative Officer, all claim settlements in excess of $100,000 shall be referred to the Board of Commissioners for approval prior to settlement.

~~10.3.4.~~11.3.5. Whenever practical and possible, departments will be consulted prior to offering any settlement or making a settlement recommendation to the Board of Commissioners.

~~10.3.5.~~11.3.6. No other department, official or employee has authority to settle a workers' compensation claim on behalf of Marion County.

~~11.~~12. Subrogation

~~11.1.~~12.1. **Marion County reserves the right of subrogation** and may choose to take action to recover all claims costs, administrative fees, and other expenses if the loss was caused by or the result of actions by a third party. Risk Management will investigate all claims and determine the potential for subrogation. The Risk Manager has the authority to pursue subrogation on behalf of the county.

~~11.2.~~12.2. **Whenever practical and possible**, departments will be consulted prior to the pursuit of subrogation.

~~11.3.~~ **No other department,** official or employee has authority to subrogate claims on behalf of Marion County.

~~12.~~13. Safety Programs

~~12.1.~~13.1. **Marion County is committed to providing safe and healthful working conditions**. Under no circumstances will the risk of serious injury or death be considered an acceptable risk. Countywide Safety Programs shall be coordinated and overseen by Risk Management.

~~12.2.~~13.2. **Coverage**

~~12.2.1.~~13.2.1. For the purpose of the county's safety programs, the term workforce shall be understood to include employees, volunteers, trainees, and other persons for whom the county has engaged to provide services for Marion County.

~~12.3.~~13.3. **Responsibilities**

~~12.3.1.~~13.3.1. Each department is responsible for establishing and implementing a written occupational safety, health, and loss prevention program. As part of the department's program, the department shall ensure that it has either established its own departmental safety committee pursuant to OR-OSHA rules or has provided for a department representative to participate on a multi-departmental committee.

~~12.3.2.~~13.3.2. Risk Management will assist and consult with each department in the development and implementation of its occupational safety, health, and loss prevention programs.

~~12.4.~~13.4. **Imminent Danger**

13.4.1. Should a hazardous condition or work procedure create an imminent danger to the health or safety of any county employee or the public, any employee has the authority to issue a stop work order or initiate other emergency protocols until the condition or procedure is corrected.

~~12.4.1.~~

~~13.~~14. Exclusions from Coverage

~~13.1.~~14.1. **The following are excluded from coverage by the Self-Insurance Fund**:

~~13.1.1.~~14.1.1. Civil or criminal fines, penalties, or restitution orders.

~~13.1.2.~~14.1.2. Awards or settlements including wages, salary or benefits or the interest thereon. Unless authorized by the Risk Manager.

~~13.1.3.~~14.1.3. Liquidated damages

~~13.1.4.~~14.1.4. Defense costs for employees or officials in criminal matters, except as provided by a collective bargaining agreement.

~~13.1.5.~~14.1.5. Attorneys' fees awarded as part of a declaratory action, relief, eminent domain, inverse condemnation, writ of mandamus, or writ of review.

~~13.1.6.~~14.1.6. Pollution or environmental clean-up or closure costs or third-party liability claims.

14.1.7. Exclusions under an excess insurance policy purchased by Marion County are also exclusions from coverage by the Insurance Fund. Unless authorized by the Risk Manager.

~~13.1.7.~~14.1.8. Injury claims by Adults in Custody and Juveniles in Custody while on work crews.

~~13.1.8.~~14.1.9. If disputes arise as to whether an expenditure should be paid from the Insurance Fund, that dispute shall be resolved by the Board of Commissioners.

BEFORE THE BOARD OF COMMISSIONERS

FOR MARION COUNTY, OREGON

In the Matter of Updating Marion County)
Risk Management Program Rules)

ORDER No. _____

This matter came before the Marion County Board of Commissioners at its regularly scheduled public meeting Wednesday, November 4, 2026, to consider the adoption of updated Marion County Risk Management Program Rules.

WHEREAS, the board adopted Marion County Risk Management Program Rules in 1978; and

WHEREAS the board finds it appropriate to accept the revisions to Marion County Risk Management Program Rules; now therefore,

IT IS HEREBY ORDERED that revised Marion County Risk Management Program Rules attached hereto as Exhibit A, are adopted.

DATED at Salem, Oregon, this *4th* day of *November, 2026.*

MARION COUNTY BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

Attachments:
Exhibit A: Policy 507 (Final)
Policy 507 (Redline)

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/4/2026

Department: Finance

Title: Tax account 332037 QC Revised Deed

Management Update/Work Session Date: 8/18/2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** John Carlson **Phone:** 503-373-4364

Requested Action:
The Finance Department requests that the Board of Commissioners accept and sign this quitclaim deed, with a revised legal description, which accurately conveys tax account 332037 back to the prior owner of record.

Issue, Description & Background:
Tax account 332037 foreclosed and transferred to Marion County Finance on April 1, 2026, due to nonpayment of property taxes.

The prior owner of record, Dennis Matveev, has requested to buy back this property from Marion County for the total amount of taxes, interest, fees, and associated foreclosure and buyback costs.

The quitclaim deed conveying this tax account back to the prior owner of record is currently before the Board of Commissioners for consideration.

Financial Impacts:
The sale of this tax account would return the property to the tax roll and mitigate liability associated with retaining this property.

Impacts to Department & External Agencies:
NA

List of attachments:
Property overview slide and QC deed.

Presenter:
John Carlson

Department Head Signature:
Jake D White 10/14/26



Tax Account #: 332037

Tax Lot #: 072W29CD00301

Real Market Value: $122,040

Acres: .15

Location:
No situs - located behind
4950 State St
Salem, OR 97301

Other Information:

Grantor's Name:
Marion County
After recording return and send all tax statements to:
Emerald Enterprise, LLC
PO Box 947
Mount Angel, OR 97362

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **MARION COUNTY**, **a Political Subdivision of the State of Oregon**, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto, **Emerald Enterprise, LLC**, hereinafter called grantee and unto grantee's heirs, successors and assigns all of the grantor's right, title, and interest in that certain real property with the tenements, hereditaments and appurtenances there unto belonging or in any way appertaining, situated in the **County of Marion**, State of Oregon, as described**:**

Legal Description

Tax account 332037, as described in Reel 4025 Page 466 of the Marion County Real Property Deed Records.

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of dollars, is **$11,072.86.**
In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this **4th** day of **November**, **2026**; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER THE ORS 195.300, 195.301 AND 195.305 to 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY CONTAIN ENVIRONMENTAL HAZARDS, CONTAMINATION, AND/OR WETLANDS. SELLER ASSUMES NO RESPONSIBILITY AND IS IN NO WAY LIABLE FOR ANY CLEANUP, ABATEMENT, MITIGATION, REMEDIATION OR OTHER ACTIONS IN CONNECTION WITH THESE POSSIBLE CONDITIONS.

MARION COUNTY BOARD OF COMMISSIONERS

_____
CHAIR

_____
COMMISSIONER

_____
COMMISSIONER

STATE OF OREGON)
) ss
County of Marion)

This instrument was acknowledged before me on

_____, 2026

By_____

_____

_____

as Marion County Commissioners.

_____
Notary Public for Oregon

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: November 4, 2026

Department: Health & Human Services

Title: Garten Services, Inc. - Janitorial Services

Management Update/Work Session Date: 10/13/2026 **Audio/Visual aids** ☐

Time Required: 10 mins **Contact:** Lyndsie Schwarz **Phone:** 503-584-4898

Requested Action: Approve new retroactive contract for services with Garten Services, Inc. for Janitorial Services.

Issue, Description & Background: Contractor shall provide regular janitorial services at various Marion County Health & Human Services (MCHHS) leased locations on a scheduled, as needed, and on-call/emergency basis. MCHHS utilizes the OregonForward program for these contracted services.

Leased buildings that will be serviced: Silverton Rd Suite A and B, Woodburn, Horizon House/ Cottage 3, Cottage 4, Cottage 5, Lotus House/Cottage 6, and Stepping Stones/Cottage 14.

Financial Impacts: New total contract amount for one year contract $250,000.00.

Impacts to Department & External Agencies: N/A

List of attachments: Garten Services, Inc. contract

Presenter: Stacie Neal

Department Head Signature:

Contract Review Sheet

Contract for Services **HE-7301-26**

Title: **Janitorial Services**

Contractor's Name: **Garten Services, Inc.**

Department: **Health and Human Services** Contact: **Lyndsie Schwarz**

Analyst: **Jennifer Conrad** Phone #: **(503) 584-4898**

Term - Date From: **October 1, 2026** Expires: **September 30, 2027**

Original Contract Amount: **$ 250,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 250,000.00** Amd% **0%**

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

Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)**

Description of Services or Grant Award

Contractor shall provide regular janitorial services at various County leased locations on a scheduled, as needed, and on-call/emergency basis. Marion County Health & Human Services (MCHHS) utilizes the OregonForward program for this contracting services.

Leased buildings that will be serviced: Silverton Rd Suite A and B, Woodburn, Horizon House/Cottage 3, Cottage 4, Cottage 5, Lotus House/Cottage 6, and Stepping Stones/Cottage 14.

Desired BOC Session Date: **11/4/2026** Contract should be in DocuSign by: **10/14/2026**

Agenda Planning Date **10/22/2026** Printed packets due in Finance: **10/20/2026**

Management Update **10/13/2026** BOC upload / Board Session email: **10/21/2026**

BOC Session Presenter(s) **Stacie Neal** Code: **Y**

REQUIRED APPROVALS

		Lyndsie Schwarz Lyndsie Schwarz (Oct 16, 2026 13:33:58 PDT)	10/16/2026
Finance - Contracts	Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date

REQUEST FOR AUTHORIZATION OF CONTRACT
HE-7301-26

Date: October 14, 2026
To: Chief Administrative Officer
Cc: Contract File
From: Lyndsie Schwarz

I. Subject: Retroactive

Marion County Health and Human Services (MCHHS) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Garten Services, Inc. for Janitorial Services with a value of $250,000.00 and will be effective retroactive to 10/1/2026 upon approval.

A. BACKGROUND

Contractor submitted a bid 8/20/2026 in response to County request for bids to Oregon Forward contractors through the Department of Administrative Services (DAS) in accordance with Marion County Public Contracting Rule 50-0300 Qualified Rehabilitation Facilities (QRF). 8/31/2026 MCHHS issued a notice of intent to award Garten Services, Inc. and submitted required forms to DAS for approval.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:

The contract between MCHHS and Garten Services, Inc., was not executed on time due to staffing changes that extended the bid and contracting processes for an upcoming contract for services.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:

Department will endeavor to finalize contracts prior to services being performed and is actively implementing strategies to prioritize and provide appropriate timelines for the bidding and contracting processes prior to contract expiration.

---Signatures on following page--

Submitted by:

Lyndsie Schwarz
Lyndsie Schwarz (Oct 16, 2026 13:33:58 PDT)

Lyndsie Schwarz
Health and Human Services

Reviewed by:

Contracts & Procurement

Acknowledged by:

Department Head

Acknowledged by:

Jan Fritz, CAO

MARION COUNTY
CONTRACT FOR SERVICES
HE-7301-26

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Garten Services, Inc., hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to ORS 279.845 and MCPCR 50-0300 and

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective retroactive to **October 1, 2026**, once signed by all parties and all required County approvals have been obtained. This Contract expires on **September 30, 2027**.

2. DOCUMENTS / ORDER OF PRECEDENCE

This Contract consists of the following documents, each of which is attached and incorporated herein by reference:

A. This Contract less exhibits

B. Exhibit A – Statement of Work

C. Exhibit B – Janitorial Services & Rates

D. Addendum #1 Health Insurance Portability and Accountability Act (HIPAA) Business Associate Contract Provisions

E. Addendum #2 Criminal History Check Assurance

F. Addendum #3 Confidentiality Statement

3. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **$250,000.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

C. If specified below, county's payments to Contractor under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Appendix II to Title 2, Part 200 of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, Contractor has been designated:
☐ Subrecipient
☐ Contractor/Vendor
☒ Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

A. County and Contractor agree to comply with the provisions of this Contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.
Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of Contractor. Failure of Contractor or County to comply with the provisions of this Contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this Contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 29. C. (i) through (iv) of this Contract.
Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 29.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

i. Termination of this Contract, in whole or in part;

ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services or a replacement contractor.

C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

5. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

6. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

7. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

8. FUNDING MODIFICATION

A. County may reduce or terminate this Contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

9. RECOVERY OF FUNDS

Expenditures of Contractor may be charged to this Contract only if they (1) are in payment of services performed under this Contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the Contract period.

Any County funds spent for purposes not authorized by this Contract and payments by County in excess of authorized expenditures shall be deducted from future payments or refunded to County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by County. Repayment of prior period obligations shall be made to County in a manner agreed on.

10. ACCESS TO RECORDS

A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract

services in order to satisfy audit or program evaluation purposes deemed necessary by County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this Contract shall be retained for a minimum of three (3) years after the end of the Contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

11. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation in Contractor's possession from third parties.

12. CONFIDENTIALITY OF RECORDS

A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

A. Contractor shall defend, save, indemnify, and hold harmless County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 24 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

14. EARLY TERMINATION

This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 14C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

15. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 14, payment shall be made as follows:

A. If terminated under 14A or 14B for the convenience of County, County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 14C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 14C or 14D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

16. INDEPENDENT CONTRACTOR

A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out 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. 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.

B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of County.

17. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

18. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

19. NO THIRD-PARTY BENEFICIARIES

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

20. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

21. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

22. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

23. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 14C by County due to a breach by Contractor, County may complete the Work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then Contractor shall pay to County the amount of the reasonable excess.

B. In addition to the remedies in sections 14 and 15 for a breach by Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

24. INSURANCE

A. REQUIRED INSURANCE. Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**
☒ $1,000,000 Per occurrence limit for any single claimant; and
☒ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ **Required by County** ☒ **Not required by County.**
☐ $2,000,000 Per occurrence limit for any single claimant; and
☐ $5,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:

☒ $1,000,000 Per occurrence limit for any single claimant; and
☒ $2,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager
☐ $500,000 Per occurrence limit for any single claimant
☐ $1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:

☒ Oregon Financial Responsibility Law, ORS 806.060 ($25,000 property damage/$50,000 bodily injury $5,000 personal injury).
☐ $500,000 Per occurrence limit for any single claimant; and
☐ $1,000,000 Per occurrence limit for multiple claimants
☐ Exclusion Approved by Risk Manager

B. ADDITIONAL INSURED. The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

25. NOTICE

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or email set forth below or to such other addresses or emails as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:	To County
Garten Services, Inc.	Contracts and Procurement Manager
contracts@garten.org	PO_Contracts@co.marion.or.us
500 Hawthorne Ave SE	555 Court Street NE, Suite 4247
Salem, OR, 97301	P.O. Box 14500
	Salem, Oregon 97309

26. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

27. SEVERABILITY

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

28. AMENDMENTS

This Contract may be amended if mutually agreed to by both parties.

A. Anticipated Amendments
This Contract is anticipated to be amended for the following reasons:

i. To extend the Contract term and increase the maximum not-to-exceed amount to cover those extension term.

ii. To adjust the unit pricing or other rate(s) of compensation, set forth in Exhibit A.

B. Unanticipated Amendments
All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

29. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;

iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and

iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Goods, Items, and Equipment delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

30. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

GARTEN SERVICES, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A
STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

Contractor shall provide janitorial services at various County locations on a scheduled, as needed, and on-call/emergency basis. Janitorial services, locations and frequency are described in Exhibit B.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

Janitorial service shall be provided at the specifications and locations provided in Exhibit B, attached and hereto incorporated.

In providing these services, Contractor will provide supervisory staff to be trained on security procedures and assure that daily janitorial staff are thoroughly trained on security procedures. Contractor must be able to work independently and problem solve. Contractor is required to provide County with an annual schedule for each building's non-daily services (i.e. quarterly cleanings). Contractor must adhere to an agreed upon work schedule for security reasons, including exact hours and exact number of personnel in each building at any given time. Only authorized employees of the Contractor may perform any services, use of unauthorized personnel on the part of the Contractor is expressly forbidden. All paperwork, documents, or any other media at County locations are considered to be confidential and privileged, and Contractors employees are not authorized to read or make use of any paperwork on or in any desks or offices.

Contractor shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain the use of the facility, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc., specific brands may be indicated. Contractor shall maintain Janitor Closet(s) and equipment in a safe and clean condition.

Contractor shall comply with the Oregon Forward Program Contract Termination and Successor Contract Requirements prescribed by OAR 125-055-0037.

C. SPECIAL REQUIREMENTS.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

i. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The Business Associate Contract Provisions required by the Health Insurance Portability and

Accountability Act, of 1996, (HIPAA), as amended, are attached as ADDENDUM #1 to this contract and are incorporated herein.

ii. CRIMINAL HISTORY CHECK. Contractor shall assure that all staff and volunteers used in any program receiving funding from the OHA, DHS or the Employment Division or is licensed by OHA or the Employment Division complete a criminal history check (ADDENDUM #2) per ORS 181.534 through 181.537 and shall not have unsupervised contact with clients prior to approval by the OHA or the Employment Division.

iii. FALSE CLAIMS, FRAUD, WASTE AND ABUSE. Contractor shall cooperate with and participate in activities to implement and enforce the County's policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. Contractor shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. Contractor shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. Contractor is required to verify that their staff are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. Contractor is required to check the following databases for excluded individuals and entities:

Excluded Parties List System (EPLS) www.sam.gov

iv. CONFIDENTIALITY. Contractor agrees to sign and adhere to the Marion County Health Department Confidentiality Statement, attached herein (ADDENDUM # 3).

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **$250,000.00.**

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor's rates as stated in Exhibit B for completing all Services and delivering all Goods required under this contract.

B. BASIS OF PAYMENT FOR SERVICES. Payments for Services shall be made based on the frequency with which the Services are performed: monthly payments for Services completed on a monthly basis and quarterly payments for Services completed on a quarterly basis.

For applicable monthly or quarterly Services, County shall make progress payments to the Contractor upon the County's approval of the Contractor's invoice for the applicable payment period, provided that:

i. The Contractor has completed the Services for which payment is requested;

ii. The County has reviewed and accepted the completed Services; and

iii. The Contractor has delivered, and the County has reviewed and accepted, all Goods for which payment is requested.

The County shall have no obligation to make payment for any Services or Goods until the applicable Services have been completed and accepted by the County and the applicable Goods have been delivered and accepted by the County.

Contractor may assess charges on overdue accounts only as permitted by ORS 293.462. Such charges may not exceed two-thirds of one percent (0.667%) per month (8% per annum) and may be assessed only while an executed contract is in effect.

C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this Contract, failure of Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this Contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: Health & Human Services, Accounts Payable
HealthAP@co.marion.or.us
3160 Center St NE
Salem, OR 97301

EXHIBIT B

JANITORIAL SERVICES & RATES			
Site/Type Service	**Ft²**	**Frequency**	**Price**
Silverton Rd. Suite A 2045 Silverton Rd. NE Salem 97301	17,682		
Janitorial		6x/wk, Mon – Sat	$6,837.56/month
All Carpets Cleaning		Quarterly/4x per year	Included in monthly price
Tile/Linoleum Floor Strip & Wax		Quarterly/4x per year	Included in monthly price
Silverton Rd. Suite B 2045 Silverton Rd. NE Salem 97301	28,162		
Janitorial		5x/wk, Mon – Fri	$7,973.55/month
All Carpets Cleaning		Quarterly/4x per year	Included in monthly price
Tile/Linoleum Floor Strip & Wax		Quarterly/4x per year	Included in monthly price
Woodburn 976 N Pacific Hwy. Woodburn 97071-3731	9,250		
Janitorial		5x/wk, Mon – Fri	$3,244.90/month
All Carpets Cleaning		2x/year - as scheduled	Included in monthly price
Tile/Linoleum Floor Strip & Wax		1x/year – as scheduled	Included in monthly price
Horizon House – Cottage R03 2435 Greenway Dr. NE Salem, OR 97301	3,000		
Deep Clean (See cleaning list for details)		Quarterly/4x per year	$243/per quarter
All Carpets Cleaning		1x/year – as scheduled	$148.00/per service
Hard Floor Strip & Wax		1x/year – as scheduled	$500.00/per service

Site/Type Service	Ft^2	Frequency	Price
Cottage R04 2420 Greenway Dr. NE Salem, OR 97301	2,940		
Deep Clean (See cleaning list for details)		Quarterly/4x per year	$222.00/quarter
All Carpets Cleaning		1x/year – as scheduled	$148.00/per service
Tile/Linoleum Floor Strip & Wax		1x/year – as scheduled	$500.00/per service

Cottage R05 2430 Greenway Dr. NE Salem, OR 97301	3,017		
Deep Clean (See cleaning list for details)		Quarterly/4x per year	$243.00/per quarter
All Carpets Cleaning		1x/year – as scheduled	$148.00/per service
Hard Floor Strip & Wax		1x/year – as scheduled	$500.00/per service

Lotus House - Cottage R06 2440 Greenway Dr. NE Salem, OR 97301	2,900		
Deep Clean (See cleaning list for details)		Quarterly/4x per year	$216.00/per quarter
All Carpets Cleaning		1x/year – as scheduled	$148.00/per service
Hard Floor Strip & Wax		1x/year – as scheduled	$500.00/per service

Stepping Stones - Cottage R14 555 24th Place NE #20 Salem, OR 97301	2,300		
Deep Clean (See cleaning list for details)		Quarterly/4x per year	$195.00/per quarter
All Carpets Cleaning		1x/year – as scheduled	$148.00/per service
Hard Floor Strip & Wax		1x/year – as scheduled	$500.00/per service

Additional cleaning – services that occur beyond the regularly scheduled cleaning (evening or daytime).	Various locations	As requested by County	$44.34/hour
On call/Emergency Services/24/7 – to be accomplished within 4 hours of initial request	Various locations	As requested by County	$62.21/hour

Department of Administrative Services (DAS) reviewed the submitted documentation offered by the Oregon Forward Contractor. The prices(s) listed are approved in accordance with OAR 125-055-0030.

General Office Area – Daily Cleaning

- Spot vacuum carpeted high-traffic areas.
- Clean entry doors.
- Spot clean walls and carpet as needed.
- Clean and disinfect door handles, high-touch points, and common surfaces.
- Clean and disinfect counters and horizontal surfaces.
- Empty trash receptacles.
- Mop break room floors.
- Refill hand sanitizer dispensers as needed.
- Empty recycling bins when full.

Restrooms – Daily Cleaning

- Scrub, clean, and disinfect toilets and sinks, including interior and exterior surfaces.
- Clean mirrors.
- Spot clean walls and doors as needed.
- Empty trash receptacles and wipe containers.
- Check and refill toilet paper, paper towels, air fresheners, and seat covers as needed. Do not replace partially used products unless necessary.
- Mop and disinfect floors.
- Wipe exterior surfaces of trash receptacles as needed.

Weekly Cleaning

- Vacuum all carpeted areas, including offices.
- Wipe down trash receptacles.
- Dust pictures, baseboards, nameplates, blinds, and tops of cubicle panels.
- Dust high surfaces, including areas above doors and cabinets.
- Vacuum accessible vents and light fixtures.
- Dust computer monitors, phones, vents, fans, and grilles.
- Clean interiors of refrigerators and microwaves.
- Clean and disinfect break room tables, sinks, and faucets.

Scheduled Carpet Cleaning

At Frequencies Specified in Janitorial Services & Rates Table in this Exhibit B

- Pre-treat stains.
- Hot-water extract/shampoo all carpeted areas.
- Groom carpet following cleaning.

Scheduled Tile/Linoleum/Hard Floor Strip & Wax

At Frequencies Specified in Location/Service Table

- Scrub all hard floors.
- Remove buildup along edges.

- Strip and wax flooring.

Deep Cleaning – Specified Residential Locations

- **Bathrooms:** Sanitize fixtures and surfaces, cabinet exteriors; clean mirrors, vents, baseboards, behind toilets, and under sinks; remove buildup.
- **Kitchens:** Clean and sanitize counters, sinks, appliance and cabinet exteriors, and trash containers; dust vents and high surfaces; clean floors and baseboards.
- **Dining Areas:** Clean and sanitize tables, chairs, and counters; dust high surfaces; clean floors and baseboards.
- **Living/Common Areas:** Dust surfaces, blinds, fixtures, and fans; vacuum upholstery and carpet; disinfect high-touch surfaces; clean floors and baseboards.
- **Hallways/Stairwells:** Clean floors, corners, baseboards, and stairs; dust and sanitize railings, vents, fixtures, and high surfaces; remove scuffs.
- **Entryways:** Clean doors, vestibules, furniture, vents, floors, and entrance mats.
- **Windows:** Clean interior glass, tracks, and sills; dust blinds and curtain rods; spot clean washable coverings.
- **Walls/Ceilings:** Remove cobwebs, fingerprints, and scuffs; dust corners; clean vents and light fixtures.
- **HVAC/Vents:** Dust accessible supply and return vents and clean vent covers.
- **Documentation:** Provide a completed cleaning checklist and identify inaccessible areas.

On-Call/Emergency Cleaning/24/7 – All Locations

- Services shall be provided within four (4) hours of initial request.
- Emergency cleaning may include bodily fluids, including but not limited to blood, vomit, urine, and feces.

ADDENDUM #1
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE CONTRACT PROVISIONS

INTRODUCTION

This Addendum to the contract between MARION COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and **Garten Services, Inc.**, hereinafter called CONTRACTOR is required by the Health Insurance Portability and Accountability Act of 1996, (HIPAA), as amended.

WHEREAS, COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.

WHEREAS, CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Department of Health and Human Services Security Rule and Privacy Rule, 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164.

NOW THEREFORE, the parties agree as follows:

1. Definitions.

a. BUSINESS ASSOCIATE shall mean **Garten Services, Inc.**.

b. BREACH means the acquisition, access, use or disclosure of protected health information (PHI) in a manner not permitted under subpart E of the HIPAA Privacy Regulations; I found at 45 CFR 164.402 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification, and Enforcement Rule, 78 Federal Register 5565), which compromises the security or privacy of the protected health information. In the event of any inconsistency between the definition of "Breach" in this Agreement and the definition in the Privacy Regulations, the definition in the Privacy Regulations will control.

c. COVERED ENTITY shall mean MARION COUNTY.

d. HITECH Act shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act Public. Law No. 111-5.

e. INDIVIDUAL shall mean the person who is the subject of the information and has the same meaning as the term "individual" defined in 45 CFR 164.501 and includes a person who qualifies as a personal representative pursuant to 45 CFR 164.502 (g).

f. PRIVACY RULE shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.

g. PROTECTED HEALTH INFORMATION shall have-the same meaning- as the term in 45 CFR 164.501 (as amended by the Final HIPAA/HITECH Act Privacy, Security, Breach Notification,

and Enforcement Rule, 78 Federal Register 5565), limited to information created or received by BUSINESS ASSOCIATE from or on behalf of Covered Entity.

h. REQUIRED BY LAW shall have the same meaning as the term in 45 CFR 164.103.

i. SECRETARY shall mean the Secretary of the federal Department of Health and Human Services (HHS) and any other HHS officer or employee with delegated authority.

j. SECURITY RULE shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160, and 164, Subparts A and C.

k. UNSECURED PROTECTED HEALTH INFORMATION shall mean Protected Health Information in any form, including electronic, paper or verbal, that is not rendered usable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary pursuant to the HITECH Act, as such guidance may be updated by the Secretary from time to time.

Terms used, but not otherwise defined, in this Agreement shall have the meaning given the terms in the Health Insurance Portability and Accountability Act (HIPAA) Regulations at 45 CFR 160-164.

2. Term.

The term of the HIPAA obligations under this addendum shall commence as of the effective date of this contract and shall expire when all of the information provided by COVERED ENTITY to BUSINESS ASSOCIATE, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, is destroyed or returned to COVERED ENTITY, or if it is infeasible to return or destroy protected health information, protections are extended to the information in accordance with the termination provisions in this contract.

3. Limits on Use and Disclosure.

BUSINESS ASSOCIATE shall not use or disclose protected health information provided or made available by COVERED ENTITY for any purpose other than as expressly permitted or required by this contract or as Required by Law.

4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE.

a. Statutory Duties.

(1) BUSINESS ASSOCIATE acknowledges that it has a statutory duty under the HITECH Act to, among other duties:

(A) effective February 17, 2010, use and disclose Protected Health Information only in compliance with 45 C.F.R. § 164.504(e) (the provisions of which have been incorporated into this Agreement); and

(B) effective February 17, 2010, comply with 45 C.F.R. §§ 164.308 ("Security Standards: General Rules"), 164.310 ("Administrative Safeguards"), 164.312 ("Technical Safeguards"), and 164.316 ("Policies and Procedures and Documentation

Requirements"). In complying with 45 C.F.R. § 164.312 ("Technical Safeguards"), BUSINESS ASSOCIATE shall consider guidance issued by the Secretary pursuant to Section 13401 (c) of the HITECH Act and, if a decision is made to not follow such guidance, document the rationale for that decision.

(2) BUSINESS ASSOCIATE acknowledges that its failure to comply with these or any other statutory duties could result in civil and/or criminal penalties under 42 U.S.C. §§1320d-5 and 1320d-6.

(3) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

b. General Use and Disclosure Provision.

Except as otherwise limited in this contract, BUSINESS ASSOCIATE may use or disclose protected health information to perform the functions, activities or services for, or on behalf of, COVERED ENTITY as specified in the contract between the parties, provided that such use or disclosure would not violate the Security and Privacy Rules if done by the COVERED ENTITY, or the minimum necessary policies of COVERED ENTITY.

c. Permissible Requests by Covered Entity.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Regulations if done by Covered Entity.

5. <u>Additional Purposes for Uses and Disclosures by BUSINESS ASSOCIATE.</u>

a. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.

b. Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may disclose protected health information for the proper management and administration of the BUSINESS ASSOCIATE, provided that:

(1) The disclosure is Required by Law;

(2) Reasonable assurances are obtained from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, that the person will use appropriate safeguards to prevent use or disclosure of the information, and that the person immediately notifies BUSINESS ASSOCIATE of any instances of which the confidentiality of the info1mation has been breached per section 6.d of this Contract;

(3) Except as otherwise limited in this Contract, BUSINESS ASSOCIATE may use protected health information to provide data aggregation services to COVERED ENTITY as permitted by 45 CFR 164.504(e)(2)(i)(B).

(4) BUSINESS ASSOCIATE may use protected health information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

(5) As of the effective date of Section 13405(d) of the HITECH Act, BUSINESS ASSOCIATE may not receive direct or indirect remuneration in exchange for Protected Health Information unless permitted by the Act or regulations issued by the Secretary.

6. <u>BUSINESS ASSOCIATE Obligations:</u>

a. Limits on Use and Further Disclosure Established by Contract and Law. BUSINESS ASSOCIATE agrees that information provided or made available by COVERED ENTITY shall not be further used or disclosed other than as permitted or required by the Contract or as Required by Law.

b. Appropriate Safeguards. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of the protected health information other than as provided for by this Contract.

c. Mitigation of Harmful Effects. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of the use or disclosure of protected health information by BUSINESS ASSOCIATE in violation of the requirements of this Contract.

d. Reports of Breach. Per the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA) Public. Law 111-5, BUSINESS ASSOCIATE agrees to report to COVERED ENTITY as soon as possible any use or disclosure of the protected health information not provided for by this Contract of which it becomes aware. If a breach of unsecured protected health information occurs at or by a BUSINESS ASSOCIATE, the BUSINESS ASSOCIATE must notify the COVERED ENTITY no later than 60 days from the discove1y of the breach. To the extent possible, the BUSINESS ASSOCIATE should provide the COVERED ENTITY with the identification of each individual affected by the breach as well as any information required to be provided by the COVERED ENTITY in its notification to affected individuals.

e. Subcontractors and Agents. BUSINESS ASSOCIATE agrees to ensure that any agent, including any subcontractor, to whom it provides protected health information received from, or created by BUSINESS ASSOCIATE on behalf of COVERED ENTITY agrees in writing to the same terms, conditions and restrictions on the use and disclosure of protected health information as contained in this Contract. BUSINESS ASSOCIATE is required to have Business Associate Agreements with its subcontractors that use protected health information on their behalf. BUSINESS ASSOCIATE is required to obtain satisfactory assurances from its subcontractors that the subcontractor will safeguard protected health information.

f. Right of Access to Information. BUSINESS ASSOCIATE agrees to provide access, at the request of COVERED ENTITY, to protected health information in a Designated Record Set, either to the COVERED ENTITY, or as directed by COVERED ENTITY to an Individual. This right of access shall conform with and meet the requirements of 45 CFR 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATES where appropriate.

g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make and incorporate any amendments to protected health information in a Designated Record Set that the COVERED ENTITY directs or agrees to pursuant to 45 CFR 164.526.

h. Provide Accounting. BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and protected health information relating to the use and disclosure of protected health information received from, or created or received by BUSINESS ASSOCIATE on behalf of, COVERED ENTITY available to COVERED ENTITY, the Secretary, or the Secretary's designee for the purposes of determining compliance with the Security and Privacy Rules.

i. Documentation of Disclosures. BUSINESS ASSOCIATE agrees to document disclosures of protected health information and information related to these disclosures as would be required for COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.

j. Access to Documentation of Disclosures. BUSINESS ASSOCIATE agrees to provide COVERED ENTITY information collected in accordance with Section 6(i) of this Contract, to permit COVERED ENTITY to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.

k. False Claims, Fraud, Waste and Abuse. BUSINESS ASSOCIATE shall cooperate with and participate in activities to implement and enforce the COVERED ENTITY'S policies and procedures to prevent, detect and investigate false claims, fraud, waste and abuse relating to Oregon Health Plan, Medicare or Medicaid funds. BUSINESS ASSOCIATE shall cooperate with authorized State of Oregon entities and Centers for Medicare and Medicaid (CMS) in activities for the prevention, detection and investigation of false claims, fraud, waste and abuse. BUSINESS ASSOCIATE shall allow the inspection, evaluation or audit of books, records, documents, files, accounts, and facilities as required to investigate the incident of false claims, fraud, waste or abuse. BUSINESS ASSOCIATE is required to verify that their staff and contractors are not excluded from providing services under this contract funded by Medicare and Medicaid before services are provided. BUSINESS ASSOCIATE is required to check the following databases for excluded individuals and entities:

(1) Office of Inspector General (OIG) https://oig.hhsc.state.tx.us/Exclusions/Search.aspx

(2) Excluded Parties List System (EPLS) www.sam.gov

7. Obligations of COVERED ENTITY.

a. Limitations in Notice of Privacy Practices. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in its notice of privacy practices of COVERED ENTITY, in accordance with 45 CFR 164.520, to the extent that the limitation may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

b. Changes in Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any changes in, or revocation of, permission by Individual to use or disclose protected health information, to the extent that the changes may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

c. Restrictions on Use or Disclosure of Protected Health Information. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restriction to the use or disclosure of protected health information, that COVERED ENTITY has agreed to in accordance with 45 CFR 164.522, to the extent that the restriction may affect BUSINESS ASSOCIATE'S use or disclosure of protected health information.

8. Permissible Requests by COVERED ENTITY.

COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose protected health information in any manner that would not be permissible under the Security and Privacy Rules if done by COVERED ENTITY, except if the BUSINESS ASSOCIATE will use or disclose protected health information for, and the Contract includes provisions for, data aggregation or management and administrative activities of BUSINESS ASSOCIATE.

9. Security Assurances, the BUSINESS ASSOCIATE will.

a. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by the Health Insurance Portability and Accountability Act of 1996 and the requirements of Health Insurance Reform, the Security Standards (45CFR Parts 160, 162 & 164); and, effective February 17, 2010, to comply with the provisions of the Security Rule identified in this Agreement.

b. Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it;

c. Report to the County any material attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, interference with system operations in an information system, or any security incident of which it becomes aware;

d. Authorize termination of the contract by the County, if the County determines that the BUSINESS ASSOCIATE has violated a material term of the contract.

10. Termination of Contract.

a. Termination for Cause. Upon COVERED ENTITY'S knowledge of a material breach by BUSINESS ASSOCIATE, COVERED ENTITY shall either:

(1) Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation and terminate this Contract, if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by COVERED ENTITY;

(2) Immediately terminate this Contract, if BUSINESS ASSOCIATE has breached a material term of this Contract and cure is not possible; or

(3) If neither termination nor cure is feasible, COVERED ENTITY shall report the violation to the Secretary.

b. Effect of Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, BUSINESS ASSOCIATE shall return or destroy all protected health information received from COVERED ENTITY, or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY. This provision shall apply to protected health information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE. BUSINESS ASSOCIATE, its subcontractors or agents, shall retain no copies of the protected health information.

(2) In the event that BUSINESS ASSOCIATE determines that returning or destroying protected health information is infeasible, BUSINESS ASSOCIATE shall provide to COVERED ENTITY notification of the conditions that make return or destruction infeasible. Upon written notice to COVERED ENTITY that return or destruction of protected health information is infeasible, BUSINESS ASSOCIATE shall extend the protections of this Contract to the protected health information and limit further uses and disclosures of protected health information to those purpose that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE, its subcontractors or agents maintains protected health info1mation.

11. Miscellaneous Provisions.

a. Regulatory References. A reference in this Contract to a section in the Security and Privacy Rules means the section as in effect or as amended.

b. Amendment. The Parties agree to take any action as is necessary to amend this Contract from time to time needed for COVERED ENTITY to comply with the requirements of the Security and Privacy Rules and the Health Insurance Portability and Accountability Act of 1996.

c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 10 (b) of this Contract, Effect of Termination, shall survive the termination of this Contract.

d. Interpretation. Any ambiguity in this Contract shall be resolved to permit COVERED ENTITY to comply with the Security and Privacy Rules.

e. Entire Agreement. This Contract consists of this Addendum and the Contract, together which constitutes the entire agreement between the Parties. Any alterations, variations, modifications or waivers of any provisions shall be valid only when they have been submitted in writing and approved by the Parties.

12. <u>Qualified Service Organization Contract Provisions.</u>

a. CONTRACTOR is required to follow the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A, as amended.

b. COUNTY will make available or transfer to CONTRACTOR certain information in conjunction with goods or services that are being provided by CONTRACTOR to COUNTY, that is confidential and must be afforded special treatment and protection.

c. CONTRACTOR will have access to or receive from COUNTY certain information that can be received, maintained, used or disclosed only in accordance with this Contract and the Federal Drug and Alcohol law 42 C.F.R. Part 2, Subchapter A.

d. CONTRACTOR Shall:

(1) Acknowledge that in receiving, storing, processing, or otherwise dealing with any information f om the Program about the patients in the Program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and

(2) Undertake to resist in judicial proceedings any effort to obtain access to information pe1taining to patients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2.

Addendum #2
CRIMINAL HISTORY CHECK ASSURANCE

Contractor:

As a duly authorized representative of the Contractor named above, I assure that a Criminal History Records Check as been completed on all the Contractor's employees, supervisors, acting in the capacity of supervisors, temporary staff, and volunteers providing services under this Contract with Marion County, Health and Human Services. This Assurance is effective for the term of the Contract.

Authorized Signature: _____Date: _____

_____
Print Name and Title of Authorized Signature

Addendum #3

Health & Human Services Confidentiality Statement

For purposes of this document, "staff" means any person doing work for Marion County Health & Human Services, whether paid or unpaid; "contractor" means any person or business contracted by Marion County to perform a specific job or provide services under the terms of a legal agreement; "individual" means a person who receives services or benefits from Marion County Health & Human Services; "confidentiality" means that property, data or information of an individual is not made available or disclosed to any person or other entity that should not have the information; and "PHI" means protected health information.

Confidentiality is the preservation, in confidence, of an individual's information or potential individual's information, which may be received, created, used, maintained, or disclosed in an individual-staff relationship. Marion County Health & Human Services is subject to state and federal laws regarding the confidentiality of an individual's information; Marion County Health & Human Services follows these laws and rules by policy.

All individual's treatment information records are confidential, including medical and mental health information, which is maintained on paper, or electronically through computerized data systems. This also includes but is not limited to information transmitted via a FAX machine, by telephone, internal County systems, or during any verbal conversations. Confidentiality can be violated by:

- Leaving an individual's files open on desks, on electronic storage media, or on a computer screen unattended or in view of visitors or other unauthorized persons;
- Sending or attaching confidential information using e-mail without indicating PHIMC in the subject line;
- Discussing confidential information in public places, such as: elevators; public hallways; restaurants; restrooms; on the bus; or at home;
- Casually discussing confidential information with unauthorized persons such as family members or friends;
- Tossing paperwork containing confidential information in a wastebasket or regular recycle bin without shredding;
- Using telephones in the community where others may easily overhear a conversation regarding an individual's information;
- Using or disclosing confidential information for personal gain, commercial gain or for malicious purposes;
- Sharing computer usernames and passwords with co-workers, volunteers, student interns, etc.;
- Disclosing an individual's information without confirming that a valid authorization to disclose is on file or that policy or law allows the disclosure.

Confidential information may be used and disclosed under certain circumstances, for example: Marion County Health & Human Services uses and discloses confidential information for treatment, payment and health care operations; for reporting abuse and/or neglect; for a medical emergency; if there is a clear danger or threat to health and safety to you or others; a court order release of the information. **Note: If you receive a subpoena for records or receive a telephone call from an attorney that pertains to the work you have been contracted to perform for Marion County, you must immediately inform Marion County and consult with a supervisor.**

Staff and contractors of Marion County Health & Human Services are required to be knowledgeable of the privacy policies and procedures pertinent to state and federal laws and rules for the Service Area(s) in which you work. You are also responsible to be knowledgeable of changes and/or new privacy policies and procedures.

Under Oregon law, Marion County may be legally liable for the actions of staff but are not liable for the actions of contractors under the mutually agreed upon contract. Improper use or disclosure of confidential information by a contractor may result in liability to the contractor, and Marion County reserves the right to pursue all legal remedies available under the law. In addition, any improper disclosure of confidential information may be cause for termination of the contract.

My signature below certifies that I have read and fully understand the statements above. I further understand and agree that as a contractor of Marion County, I have a duty, and will abide by policies, procedures and laws governing the preservation of confidential information. I understand that it is my responsibility to ask a supervisor for clarification of the applicable policies, procedures, and laws. When in doubt, I will not disclose any protected health information/confidential information without first consulting with a supervisor.

Contractor Signature	Printed Name	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/04/2026

Department: Public Works

Title: IGA PW-7133-26 with City of Silverton for Building Inspection Services

Management Update/Work Session Date: 9/22/2026 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Chris Trussell **Phone:** 503-566-3977

Requested Action:
Approve Intergovernmental Agreement (IGA) PW-7133-26 with City of Silverton for Building Inspection Services.

Issue, Description & Background:
Marion County currently has an IGA with the City of Silverton under which Marion County Building Inspection provides plan review and inspection services. Silverton has adopted a new building permit fee schedule and revised its methodology for calculating and reimbursing costs associated with building permit services resulting in the need to modify the agreement between Marion County and Silverton. PW-7133-26 replaces the existing agreement, establishes a hourly rate for all services provided by Marion County, perpetuates existing procedures related to plan review, permitting and inspection, and maintains the existing responsibilities of Marion County and City of Silverton.

Financial Impacts:
The new IGA increases the hourly service rate of $70 per hour stated in the existing agreement to a rate of $85 per hour.

Impacts to Department & External Agencies:
None

List of attachments:
Contract PW-7133-26 (IGA)

Presenter:
Chris Trussell, County Building Official

Department Head Signature:
BNicholas
Digitally signed by BNicholas
Date: 2026.08.25 11:56:36 -07'00'

Contract Review Sheet

Intergovernmental Agreement **PW-7133-26**

Title: **Issuing of Building Permits and Inspections**

Contractor's Name: **City of Silverton**

Department: **Public Works Department** Contact: **Traci Clarke**

Analyst: **Kathleen George** Phone #: **503-365-3100**

Term - Date From: **Execution** Expires: **September 30, 2035**

Original Contract Amount: **$ 300,000.00** Previous Amendments Amount:

Current Amendment: **$ -** New Contract Total: **$ 300,000.00** Amd% **0%**

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

Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)** **Department**

Description of Services or Grant Award

Marion County has had an IGA with the City of Silverton under which Marion County Building Inspection provides plan review and inspection services. Silverton has adopted a new building permit fee schedule and revised its methodology for calculating and reimbursing costs associated with building permit services resulting in the need to develop a new agreement between Marion County and Silverton. PW-7133-26 replaces the existing agreement, establishes a hourly rate for all services provided by Marion County, perpetuates existing procedures related to plan review, permitting and inspection, and maintains the existing responsibilities of Marion County and City of Silverton. The contract moves from a percentage based fee per inspection to a hourly rate per inspection billed monthly and charge to a project number for budgeting, billing, and tracking purposes. The estimated revenue over the contract duration is estimated at $300,000.00; and expenses to not exceed $50,000.00.

Desired BOC Session Date: **11/4/2026** Contract should be in DocuSign by: **10/14/2026**

Agenda Planning Date **10/22/2026** Printed packets due in Finance: **10/20/2026**

Management Update **9/22/2026** BOC upload / Board Session email: **10/21/2026**

BOC Session Presenter(s) **Chris Trussell** Code: **Y**

REQUIRED APPROVALS

	10/19/2026	Janet Wilson	10/19/2026
Finance - Contracts	Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SILVERTON AND MARION COUNTY
FOR
THE COORDINATION OF PERMIT ISSUANCE AND INSPECTIONS
REGULATED BY THE STATE OF OREGON BUILDING CODES
CONTRACT NUMBER PW-7133-26

This Intergovernmental Agreement ("Agreement") is entered into for the provision of building permit, inspection, and plan review services by and between the City of Silverton ("City") and Marion County ("County"), hereafter collectively referred to as the "Parties", as authorized under ORS Chapter 190.110. This Agreement shall become effective upon the date of the last signature of the Parties ("Effective Date") and shall remain in full force and effect until **September 30, 2035**, unless earlier terminated or amended in accordance with the provisions of this Agreement. The Parties agree to review the terms and performance of this Agreement at least once every two (2) years. Such review shall not affect the validity or enforceability of this Agreement unless the Parties mutually agree, in writing, to amend its terms.

RECITALS:

A. The State of Oregon has promulgated the State Building Code, as defined in ORS 455.010 and hereafter referred to as "building codes", and the State has authorized municipal administration and regulation of building codes under ORS 455.156.
B. The City of Silverton has a need for electrical permit inspections and plan review services.
C. The City of Silverton has a need for qualified personnel to perform building inspections and/or plan reviews in lieu of their own employees who may be ill, on vacation, or otherwise temporarily unable to perform their duties.
D. Marion County provides building permits, inspection and plan review services and is able and willing to provide such services to the City.
E. Marion County has determined that they may on occasion have a need for qualified personnel to perform building inspections and/or plan reviews due to increases in workload or lack of available staff.
F. The City of Silverton employs inspectors who are qualified and licensed to perform such inspection duties.
G. It is the desire of the City and the County to enter into this Agreement for County to provide plumbing, structural, mechanical, and electrical inspections on an as-needed basis to cover the City's inspection staff, and for the City to provide plumbing, structural, and mechanical inspections upon request for County.

AGREEMENT:

I. City Electrical Permits

1. The City will notify the County when an electrical permit requiring a plan review is received and ready for County review on behalf of the City, as requested by the City. The County will pick up such application(s) and plan(s) from the City, or the City will forward electronically to the County, unless both parties mutually agree otherwise.
2. The County will review electrical applications and provide electrical plan review services, including review and "stamp" plans for compliance in accordance with ORS Chapter 455 and all applicable local regulations and return them to the City.
3. The County will perform electrical inspections during regular County business hours upon notification from the City that the permit holder has requested an electrical inspection. The City agrees to provide notification of inspection request via email prior to 7:30 am each business day.
4. The City agrees to prepare electronic electrical inspection requests in City permit system. The County agrees to enter the inspection results in the City permit system and email inspection results to the applicant using City’s permit system.

5. The City is responsible for completion and submitting all reports to the State Building Codes Division, including the monthly surcharge reports, operating plans, and program renewal applications.
6. The City and County agree that City electrical fees shall be paid and distributed according to the following:
7. The City will collect all fees for electrical permit(s) and electrical permit applications.
8. The County will provide City a monthly invoice with a list of the inspections and/or plan reviews completed, listing the date, Address or permit number, type of inspection or review, and time spent. The City will submit payment to the County based on hourly rate per Section II.C., monthly, within 30 days of receipt of invoice billing.
9. City will provide payment to the County within 30 days of receipt of the monthly invoice.

II. Structural. Mechanical, Plumbing, and Electrical

A. County Shall:
1. Perform plumbing, structural, mechanical and electrical inspections and plan reviews on behalf of City, as requested by City and subject to the County's service availability and adequate staffing and resources to perform the requested services.
2. Comply with all ORS and OAR requirements and regulations pertaining to the plumbing, structural, mechanical, and electrical programs.
3. Provide City with certified/licensed inspectors to perform all inspections and plan reviews.
4. Complete Electronic Inspection Report provided by City permit system.
5. Provide the City with a monthly invoice in accordance with Section II.C.5.
6. Remit payment to the City within 30 days of receipt of monthly invoice by City.
7. Send a request for inspection to the City via email or facsimile the morning of the requested time and date after first verifying with the City Building Official that adequate staffing exists to provide the County with backup services.

B. City Shall:
1. Perform plumbing, structural, and mechanical inspections and plan reviews on behalf of County, as requested by County and subject to the County's service availability and adequate staffing and resources to perform the requested services.
2. Comply with all ORS and OAR requirements and regulations pertaining to the plumbing, structural, and mechanical programs.
3. Provide County with certified/licensed inspectors to perform all inspections and plan reviews.
4. Complete Inspection Report and enter inspection results into the Electronic Permitting System provided by County
5. Provide the County with a monthly invoice in accordance with Section II.C.5.
6. Remit payment to County within 30 days of receipt of monthly invoice by County.
7. Send a request for inspection to the County via email or facsimile the morning of the requested time and date after first verifying with the County Building Official that adequate staffing exists to provide the city with backup services.

C. Mutual Financial Obligations:
1. The City agrees to pay the County a rate of $85.00 per hour (with one hour minimum) for each inspection performed for plumbing, structural, mechanical and electrical inspections.
2. The City agrees to pay the County a rate of $85.00 per hour (with one hour minimum) for each plan review performed.
3. The County agrees to pay the City a rate of $85.00 per hour (with one hour minimum) for each inspection performed for plumbing, structural, and mechanical inspections.
4. The County agrees to pay the City a rate of $85.00 per hour (with one hour minimum) for each plan review performed.

5. Invoices shall provide the following details:
    i. Date of Inspection
    ii. Inspection Location identified by complete address
    iii. Permit Number
    iv. Inspection type and hours associated
    v. Inspector's Full Name

III. Termination

A. Mutual Consent:
This Agreement may be terminated by either party by providing a minimum of 120 days' notice. In the event of such termination, the Parties shall receive and retain all permit/inspection fees for applications received and permits issued up to the date of termination. Either Party may request the other Party complete inspection services on any issued permit applications.

B. For Cause:
Either party may terminate this Agreement due to a breach of contract terms not limited to the following:

1. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
2. If Parties fail to provide services called for by this agreement within the time specified herein or any extension thereof.
3. If either Party fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from the other Party, fails to correct such failure(s) within ten (10) days or such longer period as the other Party may authorize.
4. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

IV. Repeal

All prior agreements between the City and the County relating to building codes as set forth herein are null and void.

V. Compliance with Statutes and Rules

The County and the City agree to comply with the provisions of this Agreement and all applicable federal, state, and local statutes and rules. County covenants that all County personnel who provide inspection, and plan review services under this Agreement have all required local and state certifications.

VI. Civil Rights, Rehabilitation Act, Americans with Disabilities Act, and Title VI of the Civil Rights Act

Both the City and County agree to comply with the Civil Rights Act of 1964 and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84

VII. Indemnification and Insurance

A. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties. Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

B. The City and County shall obtain and always maintain during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. Upon request by

the other party, each party shall provide to the other party evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no person subject to the requirements of ORS Chapter 656, Workers' Compensation Coverage.

C. The City and the County agree that there is no relationship under this Agreement except as specified herein. The County exercises no control over, is not responsible for the act of, assumes no specific responsibilities to or for officers, employees or agents of the City, or the public in general, except as specified in this Agreement. The City exercises no control over, is not responsible for the act of, assumes no specific responsibilities to or for officers, employees or agents of the County, or the public in general, except as specified in this Agreement.

VIII. Wages

A. Neither the City nor the County shall employ any person performing work under this Agreement for more than ten hours in one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The City and the County shall pay all individuals performing work for the City and the County under this contract, at least time-and-a half pay:

1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and,
2. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and, for all work performed on Saturday or Sunday and on any legal holiday specified in ORS 279B.235.

IX. Savings Clause

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

X. Modification

This Agreement may be amended only by written instrument, signed by both City and County.

XI. Waiver

The failure of either party to insist upon the strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of either party's rights to require the strict performance of all terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

XII. Dispute Resolution

A. In the event there are disputes or claims related to or arising under this Agreement, the following dispute resolution process will be followed. It is the intent of the parties to resolve the disputes and claims at the lowest level possible, and the issues and resolutions will be documented by mutually agreeable memorandum, if applicable.

1. Consideration and resolution by and between the City Community Development Director and the County Building and Planning Manager.
2. Consideration and resolution by and between the City Manager and County Administrator.
3. The laws of the State of Oregon shall govern the interpretation, execution, and enforcement of this Agreement, and the parties agree that the exclusive venue for any action or proceeding arising out of or relating to this Agreement shall be the Marion County Circuit Court, Marion County, Oregon.

XIII. Assignment

This Agreement may not be assigned by either party without the consent of the other party.

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

SIGNATURE PAGE FOR
ISSUING OF BUILDING PERMITS AND INSPECTIONS - PW-7133-26
between
MARION COUNTY and CITY OF SILVERTON

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Brian Nicholas
Brian Nicholas (Oct 19, 2026 10:06:53 PDT) 10/19/2026
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____ 10/19/2026
Marion County Contracts & Procurement Date

CITY OF SILVERTON SIGNATURE

Authorized Signature: _____
Date

Title: _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/4/2026

Department: Public Works

Title: PW-6874-25 Public Safety Alerting Project - Acoustic Technology, Inc. Amendment 1

Management Update/Work Session Date: 10/13/26 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Jill Ogden **Phone:** 503-365-3152

Requested Action:

Approve Amendment No. 1 to contract PW-6874-25 with Acoustic Technology Inc. (ATI), increasing the contract value by $179,781.00, from $1,399,410.68 to $1,579,191.68, for the Public Safety Alerting System Project.

Issue, Description & Background:

Marion County received $1,800,000 in Federal funding to install a Public Safety Alerting System in the North Santiam Canyon after the 2020 wildfires. The original contract with ATI did not include rock drilling, rock excavation, or boundary resolution work. This amendment adds Construction Change Orders 1 and 2 for that additional work and updates the system's control stations. The eight original control stations will be replaced with two computer-based stations and four mobile stations to better serve operational needs. The computer-based stations will be located at Marion County Emergency Management and Willamette Valley Communications Center. The four mobile stations will be delivered to Emergency Management for distribution to the Sheriff's Office.

Financial Impacts:

100% of the project costs will be paid using existing Federal COPS funds, which Marion County received for this purpose. This is a budgeted expense in the current fiscal year under CIP 25-355.

Impacts to Department & External Agencies:

None

List of attachments: Amendment No. 1 to Contract PW-6874-25

Presenter: Ryan Crowther

Department Head Signature: BNicholas

Digitally signed by BNicholas
Date: 2026.10.05 05:08:07 -07'00'

Contract Review Sheet

Public Improvement Agreements **PW-6874-25 - Am1**

Title: **Public Safety Alerting System**

Contractor's Name: **Acoustic Technology Inc.**

Department: **Public Works Department** Contact: **Alicia Jones**

Analyst: **Kathleen George** Phone #: **-4320**

Term - Date From: **Execution** Expires: **November 30, 2027**

Original Contract Amount: **$ 1,399,410.68** Previous Amendments Amount: **$ -**

Current Amendment: **$ 179,781.00** New Contract Total: **$ 1,579,191.68** Amd% **13%**

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

Source Selection Method: **40-0600 Alternative Contract Methods** **PW1523-25**

Description of Services or Grant Award

The Canyon Alerts Project funded by the COPS Federal Grant (ALN 16.710) is designed to provide real time alert and warning through sirens, voice communications, and ADA compliant lights to the canyon areas of Marion County from Mehema up North Fork Road to Elkhorn, and up Rte. 20 to Idanha, and a location in Breitenbush.

MCPW received approval for a design build contract for this project in April 2025, and recently selected Acoustic Technology Inc.

Amendment 1 - incorporates change order 1 (survey boundaries for $63,960) and change order 2 (rock excavation for $115,821) for a total new not to exceed total of $1,579,191.68 and updates the system's control stations. The original eight control stations will be replaced with two computer-based stations and four mobile stations, per the Sheriff's Office request. The computer-based stations will be located at Marion County Emergency Management and Willamette Valley Communications Center. The four mobile stations will be delivered to Emergency Management for distribution to the Sheriff's Office.

Desired BOC Session Date:	**11/4/2026**	Contract should be in DocuSign by:	**10/14/2026**
Agenda Planning Date	**10/22/2026**	Printed packets due in Finance:	**10/20/2026**
Management Update	**10/13/2026**	BOC upload / Board Session email:	**10/21/2026**

BOC Session Presenter(s) **Ryan Crowther** Code: **Y**

REQUIRED APPROVALS

	10/12/2026		10/12/2026
Finance - Contracts	Date	Contract Specialist	Date
	10/13/2026	Jan Fritz Jan Fritz (Oct 13, 2026 14:37:36 PDT)	10/13/2026
Legal Counsel	Date	Chief Administrative Officer	Date

AMENDMENT 1 to PW-6874-25
the DESIGN-BUILD CONTRACT
between
MARION COUNTY and ACOUSTIC TECHNOLOGY INC.

This is Amendment 1 to the Design-Build Contract (as amended from time to time, the "Contract"), dated November 12, 2025, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and Acoustic Technology Inc., hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~): Change order 2025-402-01, and 2025-402-02 attached to this Amendment, are hereby incorporated.

1. **Page 1, Terms and Conditions #3, 1st sentence:** "**Compensation.** The maximum amount payable to Design-Build Contractor under this Contract is **~~$1,399,410.68~~ 1,579,191.68** (the "Contract Amount"), which includes the total of all allowable and reimbursable costs and expenses payable to Design-Build Contractor under this Contract as set forth in **Exhibit F, Compensation**."

2. **Page 27, Exhibit D – Project Schedule: Delete # 7**. ~~The project must be completed before March 31, 2026, as that is the budget period end date, and no funds are available after that date as per the USDOJ grant agreement award.~~

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____

Chair Date

_____

Commissioner Date

_____

Commissioner Date

Authorized Signature: Brian Nicholas Brian Nicholas (Oct 13, 2026 10:43:11 PDT) 10/13/2026

Department Director or designee Date

Authorized Signature: Jan Fritz Jan Fritz (Oct 13, 2026 14:37:36 PDT) 10/13/2026

Chief Administrative Officer Date

Reviewed by Signature: 10/13/2026

Marion County Legal Counsel Date

Reviewed by Signature: 10/12/2026

Marion County Contracts & Procurement Date

ACOUSTIC TECHNOLOGY INC. SIGNATURE

Authorized Signature: _____

Date

Title: _____

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: PUBLIC SAFETY ALERTING SYSTEM

CONTRACT NO: 2025-402 **CHANGE ORDER NO: 1**
PW-6874-25

CONTRACTOR NAME: ATI SYSTEMS
ADDRESS:
30 Jeffries Street
East Boston MA 02128
BILLING ADDRESS:

Reason for Change Order:

The purpose of this change order is to:

1) Compensate the Contractor for extra work and extend the contract time (new project completion date is 10/31/2026) and to delete line number 7 of EXHIBIT D - PROJECT SCHEDULE that reads, "7. The project must be completed before March 31, 2026, as that is the budget period end date, and no funds are available after that date as per the USDOJ grant agreement award."

2) Compensate the Contractor for extra work and time associated with determining or verifying the location and staking of up to 41 siren poles within public rights of way by using available property line and survey information to obtain site approvals from local and state agencies based on permit conditions. This change order includes all work required for staking poles within existing Right-of-Way, unless insufficient information is available or there is reason to question the publicly available information and a Professional Surveyor is required as outlined below.

3) Compensate the Contractor for extra work and time associated with added survey work by a professional registered land surveyor as needed for placement of siren poles within right of way per pole location, up to 10 locations, if insufficient boundary information is available for staking the poles during the initial location staking. Professional Survey work will be performed as authorized by the County on given sites, but authorization must be given by the County before work is performed.

Contract Document Revisions (Plans/Specs):

Add items for "Location staking" and "Boundary Resolution surveys".

Under Exhibit F add this sentence, "Boundary Resolution survey services will be utilized as directed or concurred by Marion County at an additional rate of $2,364.00 each per pole location up to 10 locations." and this sentence, "Payment for Location staking will be paid at the Lump Sum amount of $40,320.00."

Under Exhibit B, Section D. 2. (a) add these sentences, "Engineer will assess locations using Plot maps and documentation available. Pole locations will be staked using available documentation first. If approved by all parties, then Boundary Survey will not be necessary. No filed survey maps or other official survey documents are included in this work. The contractor will stake pole locations in the field after performing boundary research for approval by all parties. Work shall not commence until locations are approved by ATI and County and permitted by jurisdiction with permitting authority. Delineating the property boundary may be done at sites where there is not sufficient information to site the pole during the initial location staking effort, but work must be authorized on each location prior to beginning the Professional Survey work.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
1	9999-0638	LOCATION STAKING	1	LS	$40,320.00	$40,320.00	24
1	9999-0639	BOUNDARY RESOLUTION SURVEYS	10	EA	$2,364.00	$23,640.00	21

Estimated Net Cost Effect of the Agreement on the Contract: $63,960.00

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Reason Codes

21	Changes performed to meet or improve original quality and intent of project.
24	New requirements became available after the Contract was awarded

Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additionall compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

Antonio Cracchiolo Date: 05/07/2026

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

Mark Foster

Marion County Project Manager
Date: 05/07/2026

Ryan Crowther

Marion County Capital Projects Manager
Date: 05/07/2026

Brian Nicholas Date: 05/07/2026

Marion County Director of Public Works

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: PUBLIC SAFETY ALERTING SYSTEM

CONTRACT NO: 2025-402 **CHANGE ORDER NO: 2**

PW-6874-25

CONTRACTOR NAME: Acoustic Technology Inc
ADDRESS:
30 Jeffries Street
East Boston MA 02128
U.S.A.
BILLING ADDRESS:

Reason for Change Order: Rock Ex, Drilling, & Control Stations

The purpose of this change order is to:

1) Compensate the Contractor for extra work and changed work.

2) Compensate the Contractor for extra work associated with rock excavation. This change order includes all work required for installing poles where rock excavation is required beyond the normal auguring process.

3) Compensate the Contractor for extra work associated with added rock drilling as needed for placement of siren poles. If a location requires rock drilling, then the cost for rock excavation will not apply to that location.

4) Replace the eight (8) control stations in the original contract with 2 computer base control stations and 4 mobile control stations. The 2 computer base control stations shall be located at Marion County Emergency Management and Willamette Valley Communications Center. The 4 mobile control stations shall be delivered to Marion County Emergency Management to be distributed to the Marion County Sheriff's Office.

Contract Document Revisions (Plans/Specs): Under Exhibit F add the following sentences: Rock Excavation services will be utilized as directed or concurred by Marion County at an additional rate of $846.00 each per pole location up to 40 locations. Payment for Rock Drilling will be paid at an additional rate of $1,620.00 per cubic yard. Pay limits for both Rock Excavation and Rock Drilling shall not exceed 8 foot in depth. Rock Excavation and Rock Drilling will not both be paid at the same location. Payment for Mobile Control Stations will be at the Lump Sum price of $55,107.00.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
1	0405-0910	ROCK EXCAVATION	44	EA	$846.00	$37,224.00	24
1	9999-0661	ROCK DRILLING	14.5	CY	$1,620.00	$23,490.00	24
1	9999-0662	MOBILE CONTROL STATIONS	1	LS	$55,107.00	$55,107.00	21

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Estimated Net Cost Effect of the Agreement on the Contract: $115,821.00

Reason Codes

24	New requirements became available after the Contract was awarded
21	Changes performed to meet or improve original quality and intent of project.

Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additionall compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

[1#first_last#0] Date: [1#obtained#1]

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

[2#first_last#2]

Marion County Project Manager
Date: [2#obtained#3]

[3#first_last#4]

Marion County Capital Projects Manager
Date: [3#obtained#5]

[4#first_last#6] Date: [4#obtained#7]

Marion County Director of Public Works

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/4/2026

Department: Public Works

Title: PW-7024-26 Amendment 2 North Fork Slide Stabilization - Slide 2 on North Fork Rd SE

Management Update/Work Session Date: 9/22/2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Jill Ogden **Phone:** 503-365-3152

Requested Action:

Approve Amendment No. 2 to Contract PW-7024-26 with K+E Excavating, Inc., in the amount of $641,229.79, increasing the contract not-to-exceed value from $7,366.352.61 to $8,007,582.40, for the North Fork Slide Stabilization Project.

Issue, Description & Background:

Amendment No. 2 incorporates Construction Change Orders (CCOs) 2 and 3 into contract PW-7024-26 with K&E Excavating, Inc. During deep excavation to install the shear keyed buttress that will stabilize the slide, the slide mass collapsed along a zone of previously unidentified organics buried in a prehistoric landslide. The collapse significantly increased the volume of soil and rock that needed to be excavated. K&E took immediate action under CCO2 and CCO3 and expeditiously restored the work area to a traversable condition over the course of two weeks.

Financial Impacts:

The total estimated cost of this amendment is $641,229.79 of which $575,375.49 (89.73%) is to be paid with federal funds and $65,854.30 (10.27%) is to be paid with County Road Funds.

Impacts to Department & External Agencies:

There are no impacts to other Departments, but this project does benefit the public at large as well as the US Forest Service, BLM, Sheriff's Office and other emergency services in the area.

List of attachments: Amendment 2 to PW-7024-26

Presenter: Ryan Crowther

Department Head Signature: BNicholas

Digitally signed by BNicholas
Date: 2026.10.09 09:36:51 -07'00'

Contract Review Sheet

Public Improvement Agreements **PW-7024-26 - Am2**

Title: **North Fork Slide Stabilization - Slide 2 on North Fork Road SE**

Contractor's Name: **K & E Excavating, Inc.**

Department: **Public Works Department** Contact: **Traci Clarke**

Analyst: **Kathleen George** Phone #: **503-365-3100**

Term - Date From: **Execution** Expires: **April 30, 2027**

Original Contract Amount: **$ 7,257,067.00** Previous Amendments Amount: **$ 109,285.61**

Current Amendment: **$ 641,229.79** New Contract Total: **$ 8,007,582.40** Amd% **10%**

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

Source Selection Method: **40-0200 Invitation to Bid - Public Improvement** ITB# **PW1755-26**

Description of Services or Grant Award

North Fork Slide Stabilization to repair Slide 2 on North Fork Road SE.
Amendment 1- increases the contract by $109,285.61 through change order #1 to add bid item, 9999-0658 Slope Repair with no change to contract time. This action increases the total contract amount NTE $7,366,352.61. The temporary excavation slope beneath the emergency access lane collapsed overnight, rendering it unsafe and inaccessible for use. K&E took immediate action and expeditiously repaired the failure over the course of two days and had the lane back in service later the same week.
Amendment 2- Amendment 2 – Increases the contract by $641,229.79 to incorporate Change Order 2 ($47,528.98) for slope repair and Change Order 3 ($593,700.81) for slope repair and conduit installation. The additional work will re-establish the road, staging area, slope, power and fiber optic lines, and emergency access lane. This amendment increases the total contract amount to a not-to-exceed (NTE) amount of $8,007,582.40, which remains within the grant funding amount.

Desired BOC Session Date: **11/4/2026** Contract should be in DocuSign by: **10/14/2026**

Agenda Planning Date **10/22/2026** Printed packets due in Finance: **10/20/2026**

Management Update **10/20/2026** BOC upload / Board Session email: **10/21/2026**

BOC Session Presenter(s) **Ryan Crowther** Code: **Y**

REQUIRED APPROVALS

	10/14/2026	Janet Wilson	10/14/2026
Finance - Contracts	Date	Contract Specialist	Date
	10/20/2026	Jan Fritz Jan Fritz (Oct 20, 2026 10:10:35 PDT)	10/20/2026
Legal Counsel	Date	Chief Administrative Officer	Date

AMENDMENT 2 to PW-7024-26
the CONSTRUCTION CONTRACT
between
MARION COUNTY and K&E EXCAVATING INC.

This Amendment No. 2 to the Construction Contract (as amended from time to time, the "Contract"), dated March 11, 2026, between Marion County, a political subdivision of the State of Oregon, hereinafter called County, and K&E Excavating Inc. hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~): Change order 2026-403-02 and 2026-403-03 attached to this Amendment, is hereby incorporated.

Page 1, Paragraph 2, first sentence: "Contractor, in consideration of the sum of ~~$7,366,352.61~~ $8,007,582.40 to be paid to the Contractor by the County…"

Except as expressly amended above, all other terms and conditions of the original Contract and any previously executed amendments are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: Brian Nicholas (Oct 15, 2026 08:47:04 PDT)	10/15/2026
Department Director or designee	Date
Authorized Signature: Jan Fritz (Oct 20, 2026 10:10:35 PDT)	10/20/2026
Chief Administrative Officer	Date
Reviewed by Signature:	10/20/2026
Marion County Legal Counsel	Date
Reviewed by Signature:	10/14/2026
Marion County Contracts & Procurement	Date

K&E EXCAVATING INC. SIGNATURE

Authorized Signature: _____

Date

Title: _____

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: NORTH FORK RD SLIDE 2 REPAIR

CONTRACT NO: 2026-403

CHANGE ORDER NO: 2
PW-7024-26

CONTRACTOR NAME: K & E Excavating, Inc.
ADDRESS:
3871 Langley Street Southeast
Salem OR 97317
U.S.A.
BILLING ADDRESS:

Reason for Change Order: Slope Repair

The purpose of this change order is to address an unforeseen slope failure that occurred from station 29+00 to 30+25 causing the emergency access road to be partially restricted but still accessible. During the shear key excavation efforts, it was discovered that the existing embankment near the shear key was very loose and comprised of non-cohesive materials. As the Contractor removed the material to construct the shear key, the slope began to slump and fail. To reduce the slumping, the Contractor excavated shorter sections (~15-20ft at a time) to backfill the failing section quickly. Once the shear key was completed in this area, the failing section was excavated, and stone embankment was installed to stabilize the slope and roadway.

Contract Document Revisions (Plans/Specs): Add bid item for slope repair.

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
1	9999-0658	SLOPE REPAIR	1	LS	$47,528.98	$47,528.98	26

Estimated Net Cost Effect of the Agreement on the Contract: $47,528.98

Reason Codes

26	Changed conditions

Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additionall compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

Eric Kuonji — Date: 08/27/2026

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

Marion County Project Manager
Date: 08/27/2026

Ryan Crowther

Marion County Capital Projects Manager
Date: 08/27/2026

Lan Radtke — Date: 09/01/2026

Marion County Engineer

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS

CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

CONTRACT NAME: NORTH FORK RD SLIDE 2 REPAIR

CONTRACT NO: 2026-403

CHANGE ORDER NO: 3
PW-7024-26

CONTRACTOR NAME: K & E Excavating, Inc.
ADDRESS:
3871 Langley Street Southeast
Salem OR 97317

Reason for Change Order: Slope failure and repair, including conduit installation

The purpose of this change order is to:

1) address an unforeseen slope failure that occurred from approximately STA 22+00 to 25+50 causing the emergency access road to be restricted. During the shear key excavation efforts, it was discovered that the existing embankment near the shear key was very loose and comprised of non-cohesive materials. As the Contractor removed the material to construct the shear key, the slope began to slump and fail. To reduce the slumping the Contractor excavated shorter sections (15-20ft at a time) to backfill the failing section quickly.

2) address several damaged utility services that were temporarily relocated for the project. The services were buried within conduits. Due to the slope failure, the conduits failed and the services were damaged. To assist with the reconstruction of the services, the County directed the Contractor to install the new conduits. The Material (conduits) were provided by the utility.

Contract Document Revisions (Plans/Specs):

Adds lump sum items at agreed upon prices for:

SLOPE REPAIR

CONDUIT INSTALLATION

Project Number	Pay Item #	Item Description	Est Quan.	Unit	Agreed Price/Unit	Amount	Reason Code
1	9999-0658	SLOPE REPAIR	1	LS	$586,694.67	$586,694.67	26
1	9999-0663	CONDUIT INSTALLATION	1	LS	$7,006.14	$7,006.14	26

Estimated Net Cost Effect of the Agreement on the Contract: $593,700.81

Reason Codes

26	Changed conditions

Specifications and provisions - The work to be done under this agreement is to be performed, measured, and paid for in accordance with the terms for the above contract except as modified as follows:

This shall be payment in full for all labor, equipment and material used to complete the work as specified.

CHANGE ORDER
MARION COUNTY DEPARTMENT OF PUBLIC WORKS
CAPITAL PROJECTS 5155 Silverton Road NE, Salem, OR 97305

Applies to modifications and changes in nature of work, claims for additional compensation, or price reductions

Please indicate your agreement by signing, dating and returning the original to the construction manager. Work shall not begin until you are notified that this agreement has either been approved or that work may commence under advance approval. Your signature further indicates that payments in accordance with this agreement constitute full and complete compensation for all costs, both direct and indirect, arising out of the described alterations, extra work or claims for additionall compensation covered by this agreement, and releases and discharges the county from all such costs except as provided herein.

[1#first_last#0] Date: [1#obtained#1]

Contractor Signature

After contractor has signed the price agreement, the construction manager submits the original to the Director of Public Works. Upon approval by the Director Public Works, the contract is sent a copy of the approved price agreement.

For Office Use Only

[2#first_last#2]

Marion County Project Manager
Date: [2#obtained#3]

[3#first_last#4]

Marion County Capital Projects Manager
Date: [3#obtained#5]

[4#first_last#6] Date: [4#obtained#7]

Director of Public Works

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/04/2026

Department: Public Works

Title: Santiam Rail Trail - Contract PW-7186-26 for Preliminary Engineering with David Evans and Associates, Inc.

Management Update/Work Session Date: 10/13/2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Jill Ogden **Phone:** 503-365-3152

Requested Action:
Approve Contract PW-7186-26 with David Evans and Associates, Inc. (DEA) in the not-to-exceed amount of $807,071.97 for feasibility analysis and preliminary design of the Santiam Rail Trail.

Issue, Description & Background:
This A&E services contract for a 30% feasibility analysis will cover the entire 6.2 miles of the proposed rail trail, from Fisherman's Bend to Mill City, Gates, and the Maples Rest Area. This agreement engages David Evans and Associates and an experienced consultant team to design the trail including historic interpretive displays as key elements specifically engaging the Warm Springs and Grand Ronde tribes for their contributions. A modular, phased approach to this project will be implemented such that it will be completed as funds are made available, and will be funded initially by a Community Services Oregon Business Development Department grant of $650,000, as well as a Public Works ODOT- Oregon Community Paths (OCP) grant in the amount of $560,000, which will be obligated in the coming months.

Financial Impacts:
The total Not-to-Exceed amount of this contract is $807,071.97 of which $57,512 (10.27% of the OCP grant) will be paid with County Funds and the remaining $749,559.97 will be paid with Federal Funds from the two sources described above.

Impacts to Department & External Agencies:
There are no impacts to other Departments, but this project will benefit the public by increasing access in the area and stimulating local economies.

List of attachments:
Contract PW-7186-26

Presenter:
Ryan Crowther, Capital Projects Manger

Department Head Signature:
BNicholas
Digitally signed by BNicholas
Date: 2026.09.28 10:03:42 -07'00'

Contract Review Sheet

A&E Standard Prof Svcs Agmnt **PW-7186-26**

Title: **Santiam Rail Trail**

Contractor's Name: **David Evans and Associates, Inc.**

Department: **Public Works Department** Contact: **Alicia Jones**

Analyst: **Kathleen George** Phone #: **-4320**

Term - Date From: **November 4, 2026** Expires: **December 31, 2029**

Original Contract Amount: **$ 807,071.97** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 807,071.97** Amd% **0%**

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

Source Selection Method: **30-0220 Formal Selection A&E** **PW1746-26**

Description of Services or Grant Award

Land survey, conceptual analysis and design, draft environmental studies, right of way determination, preliminary engineering, design and related services for the Santiam Rail Trail project funded primarily through the Opal Creek Wilderness Grant from Oregon Business Development Department (OBDD).

Desired BOC Session Date:	**11/4/2026**	Contract should be in DocuSign by:	**10/14/2026**
Agenda Planning Date	**10/22/2026**	Printed packets due in Finance:	**10/20/2026**
Management Update	**10/20/2026**	BOC upload / Board Session email:	**10/21/2026**

BOC Session Presenter(s) **Ryan Crowther** Code: **Y**

REQUIRED APPROVALS

	10/13/2026		10/13/2026
Finance - Contracts	Date	Contract Specialist	Date
	10/14/2026	Jan Fritz (Oct 14, 2026 09:06:59 PDT)	10/14/2026
Legal Counsel	Date	Chief Administrative Officer	Date

ENGINEERING AND RELATED SERVICES CONTRACT
Contract Number: PW-7186-26

Project Title: Santiam Rail to Trail	**Agency Project Number: 105934**
Project Location: Fisherman's Bend, Mill City, Gates and the Maples Rest Ares	**Associated RFP Number: PW1746-26**
Federal Aid Number: N/A	**No DBE Goal (see Exhibit E.1)**
Total Not-to-Exceed ("NTE") amount for this Contract. This total includes: a) all allowable costs and expenses, profit, and fixed-fee amount, if any; and b) $0 for contingency tasks, each of which must be separately authorized by Agency.	**$ 807,071.97**

This Contract is between Agency, hereafter called "Agency and David Evans and Associates, Inc., an Oregon corporation, hereafter called "Consultant." Agency and Consultant together are also referred to as "Parties" and individually referred to as "Party." The primary contacts for this Contract are identified in Exhibit J, Contact Information and Key Persons.

This Contract anticipates two funding sources, with funds from Oregon Business Development Department Opal Creek Wilderness Grant and Federal Highway Administration ("FHWA") coordinated through the Oregon Department of Transportation ("ODOT") Community Paths Grant. See Section 18 - Compliance with Applicable Law.

For purposes of this Contract:

a) "business days" means calendar days, excluding Saturdays, Sundays and all State of Oregon recognized holidays;
b) "calendar days" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State of Oregon holiday or other day;
c) "Engineering" Services means architectural, engineering, photogrammetric mapping, transportation planning or land surveying services that must be procured using qualifications based selection procedures [see ORS 279C.100 and ORS 279C.110]; and
d) "Related Services" has the meaning provided in ORS 279C.100.

If specified below, Agency's payments to Consultant under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Consultant certifies neither it, nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by a Agency, or by a department of the federal government. If applicable, Consultant shall comply with Exhibit K: Appendix II To Part 200–Contract Provisions For Non-Federal Entity Contracts Under Federal Awards.

In accordance with 2 CFR 200.331, Consultant has been designated:

☐ Subrecipient
☒ Contractor/Vendor
☐ Not applicable – (there are no federal funds tied to the contract)

Assistance Listing Number (ALN) #(s): of federal funds to be paid through this Grant: 10.726.

TERMS AND CONDITIONS

1. Contract Effective Date and Term. This Contract is effective on the date it has been signed by the parties and all required approvals have been obtained. No work or compensation under the Contract is authorized until notice to proceed has been issued in writing (email acceptable) by the Agency. Unless otherwise amended or terminated, this Contract shall expire December 31, 2029.

2. **Statement of Work.** Consultant shall perform all Services and deliver all deliverables as described in Exhibit A, Statement of Work (the "Services"). The required schedule for performance under the Contract is specified in the Statement of Work.

3. **Compensation.** The maximum NTE amount, which includes the total of all allowable and reimbursable costs and expenses (and contingency tasks, if any) payable to Consultant under this Contract, is set forth in the table above and detailed further in Exhibit B, Compensation. Agency reserves the right, in its sole discretion, to amend this Contract to increase this amount for additional Services within the scope of the procurement. If this Contract was awarded as a Direct Appointment/Small Purchase, amendments to increase the maximum amount payable are subject to limitations and additional requirements as set forth in applicable Federal, State and local laws. The payment methodology and basis for payment to Consultant is described in Exhibit B, Compensation. Consultant and any subconsultants are subject to the requirements and limitations of 48 CFR Part 31 – Contract Cost Principles and Procedures.

4. **Contract Exhibits.** This Contract includes the following exhibits, each of which is incorporated into this Contract as though fully set forth herein:

- Exhibit A – Statement of Work
- Exhibit B – Compensation
- Exhibit C – Insurance
- Exhibit D – Title VI Non-Discrimination Provisions
- Exhibit E. – Disadvantaged Business Enterprise (DBE) Provisions, No-Goal
- Exhibit F – Special Terms & Conditions
- Exhibit G – RESERVED
- Exhibit H – RESERVED
- Exhibit I – Errors & Omissions ("E&O") Claims Process
- Exhibit J – Contact Information and Key Persons
- Exhibit K – Required Federal Terms and Conditions

5. **Order of Precedence.** Unless a different order is required by law, this Contract shall be interpreted in the following order of precedence: this Contract (including all amendments, if any) less all Exhibits, attachments and other documents/information incorporated into this Contract, then the Statement of Work and Payment Schedule, then all other Exhibits, then any other attachments or documents/information incorporated into this Contract by reference.

6. **Independent Contractor; Conflict of Interest; Responsibility for Taxes and Withholding; Consultant Oversight.**

a. Consultant, by its signature on the Contract, certifies that it is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779, which is available at the following link: https://www.irs.gov/pub/irs-pdf/p1779.pdf. Consultant shall perform all required Services as an independent contractor. Although Agency reserves the right (i) to determine the delivery schedule (as mutually acceptable to Agency and Consultant) for the Services to be performed and (ii) to evaluate the quality of the completed performance, Agency cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the Services. Consultant is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265.

b. Consultant, by its signature on the Contract, certifies that: (i) Consultant and, to the best of its information, knowledge and belief, its Associates have made any disclosures required under the COI Disclosure Form (available at: https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx) or any applicable law; and (ii) if a conflict of interest is discovered during the term of the Contract, Consultant shall timely submit a COI Disclosure Form to Agency disclosing the conflict(s).

c. Consultant shall be responsible for all Federal or State of Oregon ("State") taxes applicable to compensation or payments paid to Consultant under the Contract and, unless Consultant is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover Consultant's Federal or State tax obligations. Throughout the duration of the Contract, Consultant shall submit an updated W-9 form (https://www.irs.gov/pub/irs-pdf/fw9.pdf) to Agency whenever Consultant's backup withholding status or any other information changes. Consultant is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Consultant under the Contract, except as a self-employed individual.

d. Consultant shall not be responsible for or have control over the means, manner, methods or techniques required of or used by other consultants or contractors under contract with Agency, unless otherwise expressly agreed to in writing by the Parties. The Parties agree, however, that these Section 6.d. provisions do not in any way revise or adjust Consultant's professional responsibility to report to Agency any information that comes to Consultant's attention (during performance of this Contract) pertaining to a project, or to performance by other consultants or contractors on a project, that would adversely affect Agency or a particular project.

7. Subcontracts and Assignment; Successors and Assigns

a. Consultant shall obtain Agency's written consent prior to entering into any subcontracts for any of the Services required by the Contract, or in any manner assigning, selling or transferring any of its rights or interest under the Contract or delegate any of its duties or performance under the Contract. In addition to any other provisions Agency may require, Consultant shall include, in any permitted subcontract under the Contract, contractual provisions that shall require any subcontractor (which may also be referred to as "subconsultant") to comply with Sections 9, 10, 11, 12, 13, 16, 17,18,19, 23, 27 and 29 of these Contract provisions, the limitations of Exhibit B - Compensation, Exhibit D – Title VI Nondiscrimination Provisions, and the requirements and sanctions of ORS Chapter 656, Workers' Compensation, in the performance of the subcontractor's Services on the project that is the subject of the Contract, as if the subcontractor were the Consultant. Agency's consent to any subcontract shall not relieve Consultant of any of its duties or obligations under the Contract, including with respect to any Services, whether performed or to be performed by Consultant or a subcontractor.

b. The provisions of the Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns, if any.

c. Any purported assignment, delegation or disposition in violation of subsection "a." above is void.

8. Third Party Beneficiaries. The State of Oregon, the Oregon Transportation Commission (OTC) and ODOT, are intended third-party beneficiaries of the Contract with express independent authority to enforce the terms and conditions of the Contract. Otherwise, there are no third-party beneficiaries of the Contract.

9. Representations and Warranties. Consultant represents and warrants to Agency that (i) Consultant has the power and authority to enter into and perform the Contract, (ii) the Contract, when executed and delivered is a valid and binding obligation of Consultant, enforceable in accordance with its terms, (iii) the Services under the Contract will be performed in accordance with the professional standard of care set forth in Section 10 below; (iv) Consultant is duly licensed to perform the Services, and if there is no licensing requirement for the profession or Services, is duly qualified and professionally competent to perform the Services; and (v) Consultant is an experienced firm having the skill, legal capacity, professional ability and resources necessary to perform all the Services required under the Contract. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

10. Professional Standard of Care; Responsibility of Consultant; Design Within Funding Limit

a. Professional Standard of Care.
Consultant shall perform all Services under the Contract in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when

performing similar services under similar circumstances, taking into consideration the contemporary state of the practice and the project conditions.

b. **Responsibility of Consultant.**
   (i) Consultant shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other Services furnished by Consultant under the Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and other Services.
   (ii) Agency's review, approval or acceptance of, or payment for, the Services required under the Contract shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and Consultant shall be and remain liable to Agency in accordance with applicable law for all damages to Agency caused by Consultant's negligent performance of any of the Services furnished under the Contract or negligent failure to perform any of the Services under the Contract.
   (iii) The rights and remedies of Agency provided for under the Contract are in addition to any other rights and remedies provided by law.
   (iv) If Consultant is comprised of more than one legal entity (for example, a joint-venture or partnership), each such entity shall be jointly and severally liable under the Contract.

c. **Design Within Funding Limit. "RESERVED"**

11. **Ownership of Work Product**

a. **Definitions.** The following terms have the meanings set forth below:
   (i) "Consultant Intellectual Property" means any intellectual property owned by Consultant and developed independently from the Contract.
   (ii) "Third Party Intellectual Property" means any intellectual property owned by parties other than Agency or Consultant.
   (iii) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item, and all intellectual property rights therein, that Consultant is required to deliver to Agency pursuant to the Contract.

b. **Work Product.** All Work Product created by Consultant pursuant to the Contract, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of Agency. Agency and Consultant agree that Work Product that constitutes original works of authorship (the "Original Work Product") is "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason Original Work Product created pursuant to the Contract is not "work made for hire," Consultant hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all Original Work Product created pursuant to the Contract, whether arising from copyright, patent, trademark, trade secret, or any other State or Federal intellectual property law or doctrine. Upon Agency's reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in Original Work Product in Agency. Consultant forever waives any and all rights relating to Original Work Product created pursuant to the Contract, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. However, see Sections 11.c and 11.d immediately below, for provisions applicable to Consultant Intellectual Property, Third Party Intellectual Property, Consultant Intellectual Property derivative works and Third-Party Intellectual Property derivative works.

c. **Consultant and Third-Party Intellectual Property.** In the event that any Work Product is Consultant Intellectual Property or Third Party Intellectual Property (Consultant Intellectual Property or Third Party Intellectual Property that is applicable to the Services being performed by Consultant under the Contract or included in Work Product deliverable to Agency under the Contract), or in the event any Consultant Intellectual Property or Third Party Intellectual Property is needed by Agency to reasonably enjoy and use any Work Product, Consultant hereby agrees that it will grant to, or obtain for, the Agency an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Consultant Intellectual Property and or Third Party Intellectual Property, including the right of Agency to authorize contractors, consultants and others to do the same on Agency's behalf.

This obligation of the Consultant does not apply to a situation involving a third party who enters a license agreement directly with the Agency. At the request of Consultant, Agency shall take reasonable steps to protect the confidentiality and proprietary interests of Consultant in any Consultant Intellectual Property licensed under this Section, within the limits of the Oregon Public Records Law (ORS 192.410 through 192.505) and the Oregon Uniform Trade Secrets Act (ORS 646.461 to 646.475).

d. **Consultant and Third-Party Intellectual Property-Derivative Work.** In the event that Work Product created by Consultant under the Contract is a derivative work based on Consultant Intellectual Property or Third Party Intellectual Property, or is a compilation that includes Consultant Intellectual Property or Third Party Intellectual Property, Consultant hereby agrees to grant to, or obtain for, Agency an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing elements of Consultant Intellectual Property or Third Party Intellectual Property employed in the Work Product, including the right of Agency to authorize others to do the same on Agency's behalf.

e. **Consultant Use of Work Product.** Notwithstanding anything to the contrary in this Section 11, Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless specified otherwise in Exhibit A – Statement of Work, Agency hereby grants to Consultant a non-exclusive, non-transferable, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Agency-owned Work Product on other unrelated projects, except for any "Confidential Information" protected from disclosure under the provisions of Section 12 below, pertaining to Confidentiality and Non-Disclosure.

12. **Confidentiality and Non-Disclosure.** Consultant and its subcontractors, and their respective employees and agents, shall keep confidential all information, in whatever form, produced, prepared, observed or received to the extent that such information is designated as confidential by the Agency, by law, or by this Contract. In the event Consultant is required to disclose Confidential Information pursuant to a subpoena or other legal process, Consultant shall immediately notify Agency of such subpoena or other legal process, provide Agency with copies of any subpoena, other legal process and any other written materials supporting the subpoena or other legal process, and otherwise cooperate with Agency in the event Agency decides to oppose the disclosure of the Confidential Information. In the event Agency decides not to oppose such subpoena or other legal process or Agency's decision to oppose the subpoena or legal process has not been successful, Consultant shall be excused from the confidentiality provisions of this Section, to the extent necessary to meet the requirements of the subpoena or other legal process controlling the required disclosure.

13. *Indemnity*

a. ***Claims for Other Than Professional Liability.*** *Consultant shall indemnify, defend, save, and hold harmless the Agency, State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of Consultant or its subcontractors, or their respective agents or employees, under the Contract.*

b. ***Claims for Professional Liability.***
To the fullest extent permitted by law, and except to the extent prohibited under ORS 30.140(4), Consultant shall indemnify, defend, save, and hold harmless Agency, and its officers, agents, and employees, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses arising out of the professionally negligent acts, errors or omissions of Consultant or its sub-consultants, subcontractors, agents, or employees in the performance of professional services under this contract.

c. ***Indemnity for Infringement Claims.*** *Without limiting the generality of section 13(a) or 13(b), Consultant expressly agrees to indemnify, defend, save and hold harmless the Agency, State of Oregon, the OTC and ODOT, and their respective officers, members and their agencies, subdivisions, officers, directors, agents, and employees from any and all claims, suits, actions,*

losses, liabilities, damages, costs and expenses, including attorney fees, arising out of or relating to any claims that Consultant's services, the Work Product or any other tangible or intangible items delivered to the Agency by Consultant that may be the subject of protection under any state or federal intellectual property law or doctrine, or the Agency's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, Agency shall provide Consultant with prompt written notice of any infringement claim. Provided, however, Consultant shall not be obligated to indemnify, defend, save and hold harmless the Agency (or other entities identified above) under this section 13(c), based solely on the following: Consultant's compliance with Agency specifications or requirements, including, but not limited to the required use of tangible or intangible items provided by Agency.

d. ***Defense Qualification.*** *Neither Consultant nor any attorney engaged by Consultant shall defend or purport to defend a claim in the name of the Agency, the State of Oregon, the OTC or ODOT without first receiving from the applicable entity, authority to act as legal counsel, nor shall Consultant settle any claim on behalf of the foregoing entities without the approval of these entities. The Agency, the State of Oregon, the OTC or ODOT may, at their election and expense, assume their own defense and settlement.*

e. ***Agency's Acts or Omissions.*** *This section 13 does not include indemnification by Consultant of the Agency, the State of Oregon, the OTC and ODOT, and their respective officers, members, agents and employees, for the acts or omissions of these entities and their respective officers, members, agents and employees, whether within the scope of the Contract or otherwise.*

14. **Insurance**. Consultant shall carry insurance as required on **Exhibit C**.

15. Termination

a. **Termination by Mutual Consent**. The Contract may be terminated at any time, in whole or in part, by mutual written consent of the Parties.

b. **Agency's Right to Terminate for Convenience**. Agency may, at its sole discretion, terminate the Contract, in whole or in part, upon 30 calendar days prior written notice to Consultant.

c. **Agency's Right to Terminate for Cause**. Agency may terminate the Contract, in whole or in part, immediately upon written notice to Consultant or at such later date as Agency may establish in such notice, upon the occurrence of any of the following events:
   (i) In the event the Board of Commissioners of the AGENCY, in the exercise of its reasonable discretion, reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Consultant agrees to abide by any such decision including termination of service;
   (ii) Federal, State or local laws, regulations or guidelines are modified or interpreted in such a way that either the Services under the Contract are prohibited or Agency is prohibited from paying for such Services from the planned funding source;
   (iii) Consultant no longer holds any license or certificate that is required to perform the Services; or
   (iv) Consultant commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform the Services under the Contract within the time specified or any extension thereof, or so fails to perform the Services as to endanger Consultant's performance under the Contract in accordance with its terms, and such breach, default or failure is not cured within 14 calendar days after Agency's notice to Consultant, or such longer period as Agency may specify in such notice.

d. **Consultant's Right to Terminate for Cause**.
   (i) Consultant may terminate the Contract by giving written notice to Agency if Agency fails to pay Consultant pursuant to the terms of the Contract and if Agency fails to cure within 14 calendar days after receipt of Consultant's written notice, or such longer period of cure as Consultant may specify in such notice.
   (ii) Consultant may terminate the Contract, for reasons other than nonpayment, if Agency commits any material breach or default of any covenant, warranty, obligation or agreement under the Contract, fails to perform under the Contract within the times specified, or so fails to perform as to endanger Consultant's performance under the Contract, and such breach,

default or failure is not cured within 14 calendar days after Consultant's notice to Agency, or such longer period as Consultant may specify in such notice.

e. **Remedies.**
   (i) In the event of termination pursuant to Sections 15(a), 15(b), 15(c)(i), 15(c)(ii) or 15(d), Consultant's sole remedy (except as otherwise required by applicable State or Federal law) shall be a claim for payment of the satisfactory Services actually rendered up to the time of termination, less previous amounts paid and any claim(s) which State has against Consultant, except in the event of a termination under Section 15(c)(i) where no payment will be due and payable for Services performed or costs incurred after the last day of the current biennium. If previous amounts paid to Consultant exceed the amount due to Consultant under this subsection, Consultant shall pay all excess to Agency upon demand.
   (ii) In the event of termination pursuant to Section 15(c)(iii) or 15(c)(iv), Agency shall have any remedy available to it in law or equity. If it is determined for any reason that Consultant was not in default under Section 15(c)(iii) or 15(c)(iv), the rights and obligations of the Parties shall be the same as if the Contract was terminated pursuant to Section 15(b).

f. **Consultant's Tender Upon Termination/Retained Remedies of Agency**. Upon receiving a notice of termination of the Contract, Consultant shall immediately cease all activities under the Contract, unless Agency expressly directs otherwise in such notice of termination. Upon termination of the Contract, Consultant shall deliver to Agency all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Agency's request, Consultant shall surrender to anyone Agency designates, all documents, information, research, works-in-progress, Work Product and other property, that are deliverables or would be deliverables had the Contract been completed, that are in Consultant's possession or control and may be needed by Agency to complete the Services.

16. Records Maintenance; Access. Consultant, and its subconsultants, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Consultant shall maintain all other records pertinent to the Contract and the project and shall do so in such a manner as to clearly document Consultant's performance. The Agency, ODOT, the Oregon Secretary of State's Office (OSS), FHWA and the Comptroller General of the United States (CGUS) and their respective, duly authorized representatives shall have access, and Consultant shall permit the aforementioned entities and individuals access, to such fiscal records and other books, documents, papers, plans and writings of Consultant that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts. Consultant shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Any cost data submitted by Consultant pursuant to this Contract may be shared with ODOT, FHWA, OSS and CGUS, as necessary, for audit purposes. Agency, ODOT and FHWA shall have the right to review or examine the work in progress for any Services performed under the Contract.

17. Performance Evaluations. Agency will conduct performance evaluation(s) on the Consultant and its subconsultants during the term of the Contract, which will be compiled and maintained by Agency, and become a written record of Consultant's performance. Generally, the performance evaluations will include criteria related to, but not limited to, quality and technical performance, adherence to contract scope and budget, schedule performance, and business relations (including communications and negotiations performance). Agency will provide a copy of the performance evaluation results to Consultant within 14 calendar days following completion. Consultant may respond, in writing, or may request a meeting to address any or all findings contained in the completed performance evaluation within 30 calendar days following receipt. Agency may adjust evaluation score(s) upon Agency's finding of good cause. Agency may provide copies of any performance evaluation documentation to ODOT, FHWA, and other parties unless lawfully exempt from disclosure. Agency may use performance evaluation findings and conclusions in any way deemed necessary, including, but not limited to, corrective action, requiring submittal of performance improvement plan by Consultant and withholding

of retainage. Agency and ODOT may use Consultant performance under previous contracts as a selection criterion for future contracts.

18. Compliance with Applicable Law. Consultant shall comply with all Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Consultant's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Consultant or the Parties, and other circumstances then existing. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659a.142; (iv) the Clean Air Act (42 U.S.C. 7401-7671q); (v) the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (vi) Executive Order 11738; (vii) Environmental Protection Agency regulations (40 CFR part 15); (viii) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws. Agency's performance under the Contract is conditioned upon Consultant's compliance with, and Consultant shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein. All rights and remedies available to Agency under applicable federal, state and local laws are also incorporated by reference herein and are cumulative with all rights and remedies under the Contract. If Consultant discovers a conflict among Federal, State and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, Consultant shall in writing request Agency to resolve the conflict (in collaboration with ODOT and FHWA as applicable). Consultant shall specify if the conflict(s) create a problem for the design or other Services required under the Contract. If Agency concludes there is a conflict among the applicable laws, Federal laws shall govern among the others; State laws shall govern over the others except Federal. The resolution of the conflict of the applicable laws by Agency shall be final and not subject to further review or challenge.

19. Permits and Licenses

a. **Permits and licenses to conduct business.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold, maintain and fully pay for during the term of the Contract all permits and licenses required by law for Consultant to conduct its business and perform the Services under the Contract.

b. **Permits and licenses required for the project.** Unless otherwise specified in **Exhibit A**, Statement of Work, Consultant shall obtain, hold and maintain during the term of the Contract all permits and licenses required for the project (for example, permits from regulatory authorities and use permits or licenses from owners of real and personal property), but Agency shall pay for such permits and licenses. Consultant shall review the project site, if applicable, and the nature of the Services that Consultant shall perform under the Contract. Consultant shall advise Agency throughout the course of the project as to the necessity of obtaining all project permits and licenses, the status of the issuance of any such permits and licenses, and any issues or impediments related to the issuance or continuation of any such permits and licenses.

20. Foreign Contractor. If Consultant is not domiciled in or registered to do business in the State of Oregon, Consultant shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to the Contract.

21. Force Majeure. Neither Agency nor Consultant shall be held responsible for delay or default in the performance of its obligations due to a cause beyond its reasonable control, including, but not limited to, fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of Agency or Consultant, respectively. Consultant shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

22. Survival. All rights and obligations shall cease upon termination or expiration of the Contract, except for the rights and obligations set forth in Sections 5, 9, 10, 11, 12, 13, 15(e), 15(f), 16, 22, 23, 26, 27 and 29 and all other rights and obligations which by their context are intended to survive.

23. Time is of the Essence. Consultant agrees that time is of the essence in Consultant's performance of its obligations under the Contract.

24. Notice. Except as otherwise expressly provided in the Contract, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by e-mail, by personal delivery, facsimile, or mailing the same, postage prepaid, to Consultant or Agency at the e-mail address, the delivery address or facsimile number set forth in the Contract, or to such other addresses or numbers as either Party may hereafter indicate in writing to the other. Any notice or day-to-day communication sent by e-mail shall be deemed received when it is sent. **The recipient of any notice sent by e-mail shall reply by e-mail to confirm receipt of such notice.** Any communication or notice made by personal delivery shall be deemed to be received when actually delivered. Any communication or notice properly addressed and mailed shall be deemed received 5 calendar days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received on the date of the notice of successful transmission generated by the transmitting machine. To be effective, such facsimile transmission must be confirmed by telephone notice to Agency's Contract Administrator or Consultant's representative, as applicable.

25. Severability. The Parties agree that if any term or provision of the Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

26. Dispute Resolution and Errors & Omissions Claims Process. In the event of a dispute between the Parties regarding any aspect of the Contract or performance under the Contract, the Parties agree to attempt in good faith to investigate and resolve any such dispute through direct communications and negotiations.

a. **Errors & Omissions Related.** In the event those good faith efforts do not resolve disputes related to potential Errors and Omissions, the Parties agree to make good faith efforts to resolve the matter pursuant to **Exhibit I**, Errors & Omissions Claims Process.
b. **Other Disputes.** In the event good faith efforts do not resolve disputes unrelated to Errors & Omissions, the Parties agree to make a good faith effort to resolve any such dispute through fact finding and non-binding mediation prior to resorting to litigation. The mediator shall be selected by mutual agreement of the Parties. If the Parties fail to agree on a mediator, each Party shall select a mediator and those two persons shall agree on a third-party, who will be the sole mediator. The cost of the mediator shall be split equally between the Parties.
c. **Notification to ODOT.** Agency shall immediately notify ODOT of any disputes that seek resolution with the Errors & Omissions Claims Process or mediation.

27. Governing Law; Venue; Consent to Jurisdiction. The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any agency or department of the State of Oregon) and Consultant that arises from or relates to the Contract shall be brought and conducted solely and exclusively within the Circuit Court located in the Agency in which the Project is located; provided, however, if a Claim 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 Section be construed as a waiver by the Agency or State of Oregon of any form or defense or immunity, whether based on sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the United States Constitution, or otherwise. **CONSULTANT, BY EXECUTION OF THE CONTRACT, HEREBY CONSENTS TO THE IN-PERSONAM JURISDICTION OF SAID COURTS**.

28. Amendments. Agency may amend the Contract to the extent permitted by applicable statutes, administrative rules and ordinances and as mutually agreed upon by Agency and Consultant. Agency may agree to appropriate increases in the maximum compensation payable under the Contract, should any Agency-approved increase occur in the scope, character, schedule or complexity of Services as outlined in the Statement of Work. Consultant shall not commence any Services authorized under an amendment, and the amendment is not effective, unless it is in writing, signed by the Parties and all approvals required by applicable law have been obtained.

29. False Claims

a. Consultant understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785http://uscode.house.gov/) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Contract, Consultant certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Contract or the Project for which the Services are being performed, including but not limited to Consultant's statement of proposal and any invoices, reports, or other deliverables.

b. Consultant shall immediately disclose (in writing) to Agency whenever, in connection with the award, performance or closeout of the Contract, or any subcontract thereunder, Consultant has credible evidence that a principal, employee, agent, or subcontractor of Consultant has committed–

(i) A violation of the Oregon False Claims Act; or

(ii) A violation of State or Federal criminal or civil law involving fraud, conflict of interest, bribery, gratuity or similar misconduct.

c. Consultant must include subsections (a) and (b) of this section in each subcontract Consultant may award in connection with the performance of the Contract. In doing so, Consultant may not modify the terms of those subsections, except to identify the subcontractors or sub grantee that will be subject to those provisions.

30. Certified Small Businesses. Respecting certification as a disadvantaged business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, the Consultant shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications required by Section 2, Chapter 325, Oregon Laws 2015, as amended by Section 26, Chapter 565, Oregon Laws 2015 as a material condition of the Contract. If the Consultant or subcontractor was awarded the Contract or subcontract, as applicable, in the course of Agency carrying out an affirmative action goal, policy or program under ORS 279A.100, and fails to maintain the required certification, Agency may terminate the Contract, require the Consultant to terminate the subcontractor, or exercise any of remedies reserved for breach of the Contract.

31. Merger Clause; Waiver; Interpretation. The Contract, including everything incorporated by reference, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. No waiver, consent, modification or change of terms of the Contract shall bind either Party, unless such waiver, consent, modification or change of terms is in writing and signed by the Parties, and all necessary State of Oregon governmental approvals have been obtained. Such a waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Either Party's failure to enforce any provision of the Contract shall not constitute a waiver by that Party of that or any other provision. The characterization of provisions of the Contract as material provisions or the failure to comply with certain provisions as a material breach of the Contract shall in no way be construed to mean that any other provisions of the Contract are not material or that failure to comply with any other provisions is not a material breach of the Contract.

CONSULTANT CERTIFICATIONS

A. Any individual (the undersigned) signing on behalf of Consultant hereby certifies under penalty of perjury:

(1) Consultant has provided its correct TIN to Agency;

(2) Consultant is not subject to backup withholding because (a) Consultant is exempt from backup withholding, (b) Consultant has not been notified by the IRS that Consultant is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified Consultant that Consultant is no longer subject to backup withholding; and

(3) The undersigned is authorized to act on behalf of Consultant, s/he has authority and knowledge regarding Consultant's payment of taxes, and to the best of the undersigned's knowledge, Consultant is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a State tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250, ORS Chapters 118, 314, 316, 317, 318, 321, and 323; and local taxes administered by the Department of Revenue under ORS 305.620.

B. Any individual (the undersigned) signing on behalf of Consultant hereby certifies the undersigned is authorized to sign this Contract and that:

(1) Consultant has read this Contract, understands it, and agrees to be bound by its terms and conditions.

(2) Consultant understands and agrees that various documents are not physically attached, but are incorporated by reference and have the same force and effect as if fully set forth herein.

(3) Consultant understands and has provided to all Associates the COI Disclosure Form available at: https://www.oregon.gov/ODOT/Business/Procurement/Pages/LPA.aspx. Consultant and (to the best of the undersigned's information, knowledge and belief) Consultant's Associates are in compliance with the disclosure requirements of the COI Disclosure Form and have no conflicts of interest to disclose. If disclosures regarding this Contract or the related Project are required per the COI Disclosure Form, Consultant has made such disclosures to Agency on a properly prepared and submitted form and, if determined necessary by Agency or ODOT, a mitigation plan has been approved by Agency and ODOT.

(4) **(a)** No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(d) Consultant shall require that the language of this certification be included in all subcontracts in excess of $100,000 at all tiers and that all such subcontractors shall certify and disclose accordingly.

(5) Consultant is an independent contractor as defined in ORS 670.600 and as described in IRS Publication 1779.

(6) In the event that Consultant is a general partnership or joint venture, Consultant signature(s) on this Contract constitutes certifications to the above statements pertaining to the partnership or joint

venture, as well as certifications of the above statements as to any general partner or joint venturer signing this Contract.

No Payment shall be made for Services that are performed before all necessary governmental approvals have been obtained, the Contract is fully executed, and Notice-To-Proceed has been issued by Agency.

Counterparts: The Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Brian Nicholas Brian Nicholas (Oct 13, 2026 12:37:24 PDT) 10/13/2026
Department Director or designee Date

Authorized Signature: Jan Fritz Jan Fritz (Oct 14, 2026 09:06:59 PDT) 10/14/2026
Chief Administrative Officer Date

Reviewed by Signature: 10/14/2026
Marion County Legal Counsel Date

Reviewed by Signature: 10/13/2026
Marion County Contracts & Procurement Date

CONSULTANT SIGNATURE(s)

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

EXHIBIT A – STATEMENT OF WORK

A. PROJECT DESCRIPTION and OVERVIEW of SERVICES

In 1996, the Omnibus Parks and Public Lands Management Act designated 37,500 acres of timberland in the Upper North Santiam Canyon region as the Opal Creek Wilderness and Scenic Recreation Area. As part of the overall agreement to transfer these lands, the legislation authorized $15 million to support economic development activities for the economically depressed communities in the area. The lands were designated and taken off Marion County's tax rolls, but the promised federal funding never arrived.

In 2020, the already economically distressed North Santiam Canyon communities were devastated by the impacts of the Beachie Creek & Lionshead fires, burning 193,573 and 204,469 acres respectively. These fires caused unimaginable damage to the tight-knit communities already dealing with the unique development challenges of the North Santiam Canyon. The fires affected or destroyed a total of 1,067 properties in Marion County for a total improvement value loss of $142,587,740. This stretched the abilities of local governments to provide essential services to their communities.

In 2021, with the establishment of Congressionally Directed Spending (previously known as earmarks), Marion County realized the potential to achieve the promised Opal Creek funding and submitted a request through Oregon Business Development Department / Business Oregon for the $15 million in promised funds. In 2022, The State of Oregon was issued a first installment of $2 million, and this funding was allocated towards a Marion County-led "Rails to Trails" project.

A Project Refinement grant of $560,000 for preliminary engineering has also been awarded to begin design through ODOT's Community Paths Program, which is funded by FHWA. The project will be required to meet all FHWA requirements as well as requirements of the Oregon Business Development Department (OBDD) Opal Creek Wilderness Grant of $650,000.

The objective of the Santiam Rail Trail project is to support the economy of the North Santiam Canyon through the strategic development of the publicly owned rail bed running along the south side of Highway 22. This action will create a 12' wide, 6.1-mile-long pedestrian/bicycle path from Fishermen's Bend Recreation Site through Mill City, the City of Gates and the County-owned Minto Park, eastward to the bustling rest area. The goal is to provide valuable economic development opportunities by drawing new recreational users to the corridor, and in particular, to Gates and Mill City. The project may also include at least three pedestrian bridges, interpretive and wayfinding signage, furnishings and various other visual elements.

The County's goal for the project will be to provide Santiam Canyon residents and visitors with opportunities to redevelop community quality of life, increase recreation opportunities, and promote economic vitality and stability.

Phase 1 of the proposed project will identify the most impactful section of trail to begin construction. Consultant shall perform due diligence work to assist the County in effectively utilizing available funding and creating a full plan to use for future grant applications in order to secure additional construction funding as it becomes available. County assumes that the rail bed is owned by ODOT unless shown otherwise on current tax assessor maps.

The project location is along Highway 22 from Fishermen's Bend Recreation Site through Mill City and Gates to the Maples Rest Area. The approximate project limits are shown below:



General Expectation. Consultant commits to provide, oversee and direct Services to obtain the greatest long-term value for the government, and to promote prudent expenditure of public funds within the constraints of the project, program, context, budget and cost-effective sustainability principles. Consultant shall: (i) avoid expenditures for aesthetic effect which are disproportionate to the project as a whole; (ii) use recycled/recyclable products to the maximum extent economically feasible in the performance of this Contract, and (iii) apprise County throughout the project concerning any issues or decisions with potential economic impact to the project.

Project Phasing

This Project is divided into three phases:

- Phase 1 – Corridor Planning (Feasibility Analysis and Concept Development). This phase will include survey, right of way determination, draft environmental studies, conceptual design, cost estimates and related services for the approximately 6 ¼ miles of trail from Fishermen's Bend Park to the intersection of Wall St. and 1st Ave. in Mill City, and from the existing pedestrian bridge east of 5th Ave in Mill City to the Maples Rest Area east of Gates.
- Phase 2 – Preliminary Engineering through Final Design (PS&E) of the portion of the trail segment above as chosen by the Agency limited to the available construction funding. Additional segments may be added if supplemental funding for construction is secured. Authorization of this phase is solely dependent on available funding.
- Phase 3 - Construction contract administration, construction engineering and inspection ("CA/CEI") for construction of the trail segments chosen during Phase 2. Authorization of this phase is solely dependent on available funding.

This Statement of Work addresses the Corridor Planning Phase. Each subsequent phase is optional, at Agency's discretion, and may be added via amendment(s) to this Contract.

Agency Responsibilities

- Coordination and communication of internal Agency staff;
- Provide access to available Project information, recommendations and goals;
- Review of Consultant progress to verify adherence to this Scope of Work (SOW) and delivery schedule;
- Notify Consultant of any known delays above and beyond the control of Consultant;
- Provide appropriate and timely review of Project deliverables supplied by Consultant to verify they are consistent with Project objectives and the requirements of the SOW;
- Coordinate with ODOT for approval of NEPA documentation.

Acronyms and Definitions

The acronyms and definitions that may be found in the SOW include, but are not limited to, those set forth in the following list:

https://www.oregon.gov/odot/Business/Procurement/DocsSOW/clpa_SOWdefs.docx.

APE	Area of Potential Effect		NEPA	National Environmental Policy Act
CFR	Code of Federal Regulations		NTE	Not to Exceed
County	Agency		NTP	Notice to Proceed
APM	Agency's Project Manager		OCR	ODOT Office of Civil Rights
DBE	Disadvantaged Business Enterprises		ODOT	Oregon Department of Transportation
DEQ	Oregon Department of Environmental Quality		ORS	Oregon Revised Statutes
DOE	Determination of Eligibility		PM	Consultant's Project Manager
DSL	Oregon Division of State Lands		PS&E	Plans, Specifications and Estimates
DTM	Digital Terrain Model		SHPO	State Historic Preservation Office
EEO	Equal Employment Opportunity		SUL	ODOT's State Utility Liaison
ESA	Endangered Species Act		QA	Quality Assurance
FAHP	Federal-Aid Highway Program		QC	Quality Control
FEMA	Federal Emergency Management Agency		ROE	Right of Entry
FHWA	Federal Highway Administration		ROS	Record of Survey
FOE	Finding of Effect		REC	ODOT's Regional Environmental Coordinator
GPS	Global Positioning System		ROW	Right of Way
IGA	Intergovernmental Agreement		SOW	Statement of Work
MUTCD	Manual on Uniform Traffic Control Devices		USACE	US Army Corps of Engineers

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards

a. Preliminary Engineering and Design Phase Services – The current edition of the following standards shall apply to this contract:

- AASHTO Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- AASHTO Guide for the Development of Bicycle Facilities, 2024
- AASHTO LRFD Bridge Design Specifications
- Marion County Public Works Engineering Standards
- Guide for the Planning, Design and Operation of Pedestrian Facilities
- Manual on Uniform Traffic Control Devices (MUTCD)
- AASHTO Guide for Design of Pavement Structures
- ODOT Pavement Design Guide
- ODOT Geotechnical Design Manual
- ODOT Hydraulics Manual
- ODOT Bridge Design Manual
- National Environmental Policy Act (NEPA), 23 CFR 771
- Sections 401 and 404 of the Clean Water Act, 33 USC 1251
- Oregon Removal - Fill Law, ORS 196.800 through 196.990
- U.S. Army Corps of Engineers Wetland Delineation Manual
- Endangered Species Act (ESA), 16 USC 1531
- Oregon Fish Passage Law (OAR 635-412-0005(9)(d))
- ORS Chapters 209 and 672 Marion County Survey Standards
- ODOT Global Navigation Satellite System ("GNSS") Guidelines

b. **Construction phase Services** RESERVED

2. **Software and Format Requirements**

Software standards and formats include but are not limited to the following:

- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Consultant shall submit draft and final deliverables in electronic format via e-mail (and hard copy if requested).
- Consultant shall also submit any graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
- Consultant shall submit final design plans in AutoCAD Civil 3D 2024 .dwg format. The design plans must also be submitted in .pdf format.

Consultant's software shall produce deliverables that are fully compatible, readable and useable by Agency software, requiring no modification or translation of Consultant's deliverables. No loss of data integrity or accuracy shall result from any transfer of data. Compressed data shall be in a "self-expanding executable" format. Additional format requirements may be listed elsewhere in the Statement of Work or in the Contract.

3. **Professional Licenses, Registrations and Qualifications**

- Consultant and its subconsultants must be duly licensed where required by law to perform the Services, and must be under the "responsible charge" (as that term is defined under ORS Chapter 672) of a person so licensed, as required by the applicable Oregon Revised Statutes and Oregon Administrative Rules, and other applicable laws (or must be otherwise exempt from any licensing requirements applicable to the Services being performed).
- Agency may require Consultant's Personnel to demonstrate a competency in the particular area/discipline to which they are assigned. This may include, but is not limited to, submittal of license number, resume, and work samples from previously completed projects.

4. **General Requirements**

- **Endorsement of Data.** Consultant shall place their official Oregon Registered Engineer seal and signature on all engineering design drawings and specifications furnished to Agency, as well as any other materials where professional standards require such seal and signature.
- **Safety Equipment.** Consultant shall provide and use all safety equipment including (but not limited to) hard hats, safety vests and clothing if required by State and Federal regulations and Agency policies and procedures for the Services under the Contract.

C. **REVIEW, COMMENT and SCHEDULE OVERVIEW**

- Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate draft review comments.
- Consultant shall incorporate comments within 15 business days from receipt by Agency and return the revised deliverables to Agency staff, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

D. **PROJECT COOPERATION**

Consultant shall only be responsible for those obligations and deliverables identified as being assigned to Consultant (or its subconsultants) in this Contract and the Statement of Work. All work assigned to other entities, other than subconsultants, is not subject to this Contract, but shall be the subject of separate Intergovernmental Agreements or contracts which will contain the obligations of those entities.

Any tasks or deliverables assigned to a subconsultant shall be construed as being the responsibility of Consultant. Any Consultant tasks or deliverables which are contingent upon receiving information, resources, assistance, or cooperation in any way from another entity (other than subconsultants) as described in this Statement of Work shall be subject to the following guidelines:

a. At the first indication of non-cooperation, Consultant shall provide written notice to Agency's Contract Administrator of the specific acts or inaction indicating non-cooperation and of any deliverables that may be delayed due to such lack of cooperation by other entities referenced in the Statement of Work.
b. Agency's Contract Administrator shall contact the non-cooperative entity/s to discuss the matter and attempt to correct the problem and expedite items determined to be delaying Consultant/Project.

If Consultant has followed the notification process described in section "a", and delinquency or delay of any deliverable is found to be a result of the failure of other referenced entities to provide information, resources, assistance, or cooperation, as described in the Statement of Work, Consultant will not be found in breach or default with respect to delinquencies beyond any reasonable control of Consultant; nor shall Consultant be assessed or liable for any damages arising as a result of such delinquencies. Neither shall Agency be responsible or liable for any damages to Consultant as the result of such non-cooperation by other entities. Agency's Contract Administrator will negotiate with Consultant in the best interest of the government, and may revise the delivery schedule to allow for delinquencies beyond any reasonable control of Consultant. Revised delivery dates beyond the expiration date require an amendment to the Contract.

E. TASKS, DELIVERABLES and SCHEDULE

TASK 1 PROJECT MANAGEMENT

Consultant shall provide management and coordination of Services under this SOW for delivery of Tasks and Deliverables according to the agreed upon delivery schedule.

1.1 Administration & Record Keeping

Consultant shall:

- Prepare a Project design schedule using the Critical Path Method, prepared with MS Project software or approved equal. The Project schedule must include, but is not limited to: all major authorized tasks as agreed upon by the Parties, Project design team meetings, and milestones (type and date) specified in this SOW and required to complete all Services under this Contract. Consultant shall update the Project schedule during the Project if milestone or deliverable due dates are modified. For budgeting purposes, it is assumed that up to five (5) Project schedule updates will be necessary;
- Prepare invoices and progress reports according to the requirements set forth in the Compensation Exhibit of the Contract. Each progress report must:
    - Include a summary of previous period's activities and the planned activities for the upcoming period;
    - Identify percentage completed of each Task/Deliverable;
    - Reconcile the budget with the actual amount billed to date;
    - Identify unresolved issues and concerns that may affect the SOW, schedule and/or budget for Services.
    - For budgeting purposes, it is assumed that up to 12 progress reports, representing a project schedule of 12 months, will be necessary
- Develop and maintain a Project file to include survey and engineering computations, assumptions, meeting agendas and minutes, working drawings, quality control and review

documentation, correspondence, and memoranda. (See Contract Terms & Conditions, Records Maintenance; Access)

1.1 Consultant Deliverables and Schedule

Consultant shall provide:

- QA/QC plan submitted electronically to APM within 14 calendar days of Notice to Proceed ("NTP").
- Project Draft Design Schedule submitted within 14 calendar days of NTP. Submit an electronic file (MS Project) format to the APM.
- Updated Project Design Schedule, as necessary, via timeline agreed to by APM, an electronic file (MS Project) format to the APM.
- Progress reports and invoices submitted electronically to APM no later than the 20th calendar day of the month following the reporting period.

1.2 Coordination

Consultant shall:

- Coordinate with the APM as the main point of contact for coordination and management of Consultant Services under the Contract;
- Contact other Agency staff and regulatory Agency staff, if necessary throughout the Contract, to gather any additional information needed for the Project, Project site, regulations and guidance;
- Provide overall management, direction and coordination of staff (including sub-consultants, if any) to include any necessary internal Consultant staff meetings;
- Contact APM via telephone or other agreed upon communication means on a weekly basis to provide Project status information

1.2 Consultant Deliverables and Schedule

Consultant shall provide:

- On-going coordination and communication as needed to appropriately manage the Services under this Contract (no tangible deliverables for this task).
- Meeting minutes and phone memoranda as agreed with the APM.

1.3 Project Meetings

1.3.1 Project Kickoff Meeting

Consultant shall organize, conduct, prepare for and attend a 2 hour Project kickoff meeting. The Project kickoff meeting will be held at Marion County Public Works Department with Agency Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. The purpose of the Project kickoff meeting is to review Project issues such as SOW; work products and deliverables; schedules; budgets; right of way; utility coordination/design; design criteria; guidance documents; standards and quality control. Consultant shall schedule Project kickoff meeting within 10 business days of Notice to Proceed (NTP). Consultant shall prepare draft meeting minutes for review by Agency. For budgeting purposes, it is assumed that up to six (6) Consultant staff shall attend the two (2) hour Project kickoff meeting.

1.3.2 Project Development Team Meetings

Consultant shall organize, conduct, prepare for and attend up to four (4) Project Development Team ("PDT") Meetings in-person. Each in-person PDT meeting will be 2 hours and held at Marion County Public Works Department with Agency, Consultant's PM and other necessary Consultant staff in attendance. Consultant shall prepare the meeting agenda with input from the Agency. Consultant shall prepare draft and final meeting minutes to be distributed to Agency and

all other meeting participants. For budgeting purposes, it is assumed that up to five (5) Consultant staff shall attend each in-person PDT meeting.

1.3 Consultant Deliverables and Schedule

For each meeting, Consultant shall provide:

- Meeting agenda submitted electronically to APM and all other meeting participants three (3) business days prior to meeting.
- Draft meeting minutes submitted electronically to APM and all other meeting participants within 2 business days of meeting.
- Final meeting minutes submitted electronically to APM and all other meeting participants within 7 business days of meeting.

TASK 2 SURVEY

Consultant shall survey this Project for the areas as described in Section A of this SOW unless otherwise noted in specific tasks. Deliverables are to be scheduled as per task 1 Project Management.

Consultant shall adhere to the standards stipulated by the Oregon Revised Statute ("ORS") 672. Consultant's Professional Land Surveyor, registered in the State of Oregon, shall review and stamp as "Approved" all survey related deliverables and shall be responsible for all land surveying services including conformance to all state statutes pertaining to survey and land boundary laws under this SOW. These include, but are not limited to, the following state statutes: ORS Chapters 92, 93, 209 and 672.

The work in this task must be accomplished according to Agency standards.

2.1 Research (RESERVED)

2.2 Horizontal and Vertical Control Network

The purpose of this task is to provide the means by which the Project can be located relative to horizontal and vertical datum, map projection, and coordinate systems. Consultant shall establish a horizontal and vertical control network using the datum associated with the Project area or as approved by the Agency.

Existing Horizontal/Vertical Control Stations

Consultant shall research and obtain data about horizontal and vertical control points as required for the Project area including triangulation stations, Global Navigation Satellite System ("GNSS") stations, vertical benchmarks, and prior Project control surveys from Agency, Federal, State and other governmental agencies.

Consultant shall establish horizontal control according to Agency standards using GNSS Static Observation and adjusted through a least-squares adjustment. . Differential leveling between control points is not included for Phase 1.

Consultant shall establish approximately 20 GNSS control points through the length of the survey.

2.2 Consultant Deliverables and Schedule

Consultant shall:

- Incorporate the information listed below into the deliverables listed in Tasks 2.4 and 2.5 as required for delivery of documents in subsequent tasks.
    - An adjustment report for one or more of the following, Least Squares adjustment for networks, an approved traverse adjustment method for traverses and/or a GNSS adjustment report when using GNSS.

- An ASCII file containing the coordinates for every network point set and found.
- If the levels were electronically processed then one copy each of the following: original raw level file as collected in the field, ASCII file showing level closure data, ASCII file with elevations on all network points and/or an ASCII file showing the level rod readings.
- Original field notes for the control network and one scanned copy of the original field notes in ".pdf" format.

2.3 Monument Recovery(RESERVED)

2.4 Topographic Data, Base Map And Digital Terrain Model (DTM)

The purpose of this task is to collect the existing topographic features and create a concept-level basemap and DTM for the Project.

Topographic Data Collection

Consultant shall perform a LiDAR flight to collect topographic surface data between the boundaries described in Section A of this SOW. Consultant shall collect and tie additional topographic data of man-made and/or natural features using a variety of Agency approved methods. These methods include but are not limited to: collecting the data using terrestrial (Total Station), GNSS (RTK), 3D Laser Scanning (Mobile or Static), or station and offset.

Basemap

Consultant shall extract linework for road locations and driveway entrances, as well as significant existing structures within the project limits. Detailed linework in developed areas will be limited to edge of main roads, curb, or sidewalk. Detailed landscaping sections, improvements, and other infrastructure will not be extracted from the LiDAR data.

Digital Terrain Model ("DTM")

Consultant shall create a 3-dimensional digital terrain surface using the LiDAR point cloud collected in this subtask. Consultant shall generate a DTM at 1-foot contour intervals.

2.4 Assumptions

- Project datum will be OCRS (Salem Zone) NAD83, International Feet; NAVD88 (Geo unless otherwise specified by the Client at notice to proceed. Datum transformation of after notice-to-proceed will be considered additional services.
- Individual trees will not be located.
- Linework will include existing roadway, driveway entries, and major structures (visible from aerial) along the proposed trail alignment.
- A full detailed topographic basemap is not included.
- Topographic basemap linework will not cover entire flight corridor but will cover a 100-foot swath of the proposed trail alignment. Point cloud density of approximately 60ppm.
- No DTM points will be collected in the river or wetlands.

2.4 Consultant Deliverables and Schedule

Consultant shall provide the following deliverables electronically (PDF) to the APM per Task 1 Project Design Schedule:

- 1 copy of field notes
- Copy of the Civil 3D CADD Files (*.dwg) Base Map with Civil 3D DTM
- A geo-referenced orthometric aerial photo of the corridor.
- A point cloud of LiDAR data gathered (.las format).
- All files for the network control points in (ASCII) format

- Control Point Worksheet within construction documents showing locations of identified control points in relation to the Project, including datum, description, and whether found or set.

2.5 R/W - Boundary Resolution

The purpose of this task is to compile publicly available GIS tax lot linework in a CAD basemap.

2.5.1 Preliminary ROW Research

Consultant shall perform additional right-of-way resolution tasks to enhance the GIS-quality right-of-way linework, in selected areas to support design including up to 4 property lines or right of way lines within the project corridor that require higher accuracy linework to support design decisions and alternative analysis.

2.5.1 Assumptions

- No monuments will be set and a record of survey will not be filed with the Agency.
- GIS tax lot linework for the right of way basemap will not be confirmed or verified in its entirety and is intended for preliminary design and is not intended to replace a formal right-of-way resolution.
- Subtask 2.5.1 will include (up to) five (5) mobilizations of survey field crew to perform monument search and recovery in select areas of focused right of way resolution.

2.5.1 Consultant Deliverables and Schedule

Consultant shall provide the following deliverables electronically per Task 1 Project Design Schedule:

- Consultant will provide a basemap with the publicly available GIS tax lot linework and any additional right-of-way resolution performed per Subtask 2.5.1.

2.6 Record of Survey / Control, Recovery, Retracement (RESERVED)

2.7 R/W Engineering (Mapping & Descriptions) (RESERVED)

TASK 3 ENVIRONMENTAL SERVICES

Consultant shall complete necessary field and literature investigations to support the current phase of the project. Consultant shall complete the following environmental investigations, documentation, and permits for this Project, unless marked as a CONTINGENCY TASK, which Consultant shall complete only following receipt of Contingency Task NTP from Agency:

For all of Task 3, the Project Area is the same as described in Section A of this SOW unless otherwise noted and described in specific Task 3 subtasks.

Consultant is responsible for obtaining Rights-of Entry ("ROE") for any field investigations conducted on private property. Consultant shall not conduct any fieldwork outside of Agency right-of-way or property until all ROEs for private property have been obtained and are in field staff's possession.

3.1 NEPA Categorical Exclusion ("CE") and Programmatic CE ("PCE") and Supporting Documentation (RESERVED)

3.2 Archaeological Resources

All archaeological sub tasks will completed by registered professional archaeologists who meet the Secretary of the Interior's professional standards for Archaeology (36 CFR 61, Appendix A) and who have been "qualified" through the ODOT Cultural Resources Consultant Qualification Training Program.

3.2.1 Literature Review/Site Visit/Technical Memo

The purpose of this task is for Consultant to conduct archival and background research in combination with site visit with project proponent to determine the presence or absence of high probability landforms or archaeological sites within the Area of Potential Effect ("APE") and to make recommendations for further archaeological review.

Consultant shall conduct a Literature Review for the APE, and include a description of the APE, detailed historic context and ethno-historic information, methodology, recommendations for future work, detailed bibliography, maps, and photos. Consultant shall provide the ODOT Archaeologist project proponent with a minimum of 5 days advance notice prior to Site Visit.

Consultant shall examine the following:

- the State Historic Preservation Office ("SHPO") database in General Land Office ("GLO") maps;
- U.S. Geological Survey (USGS) topographic data
- the Oregon Historic Properties database
- Sanborn Fire Insurance Maps;
- Other records archives (i.e. historical societies; tribal archives) for known/potential prehistoric and historic archaeological resources within a 0.5 mile radius of the APE.

Additionally, Consultant will utilize a high-probability model informed by the Literature Review and the site visit (see below) to determine locations of high risk of encountering cultural resources.

http://www.oregon.gov/oprd/HCD/ARCH/docs/Master_Final_FieldGuidelines_June2015.pdf Consultant will conduct a site visit of the project area totaling approximately 6 ¼ miles of proposed trail. The site visit will focus on visiting resources within the APE identified during the Literature Review or in consultation with agencies or tribes to determine locations of high risk for resources or that will require additional archaeological fieldwork, avoidance or mitigation. All locations visited will be photographed. No cultural materials will be collected under this scope of work. Consultant field staff will take photos of the project area property and take notes of the landscape, foliage, and evidence of previous ground-disturbance for the purposes of formulating the probability of archaeological resources within the project area. Consultant will provide project proponent with all photos taken of the property with an associated photo log if requested.

Consultant shall prepare a Technical Memo that will include photos and information from the site visit, results of the Literature Review and probability model. The report will include recommendations for future work (i.e. coordination with the Oregon State Historic Preservation Office, coordination with relevant Tribal entities, conducting cultural resources surveys, etc.) and address any fatal flaws in initial project design from the perspective of cultural resources. Consultant will submit the draft document for review. Upon receipt of any comments on the draft document, Consultant will finalize the draft into a final preliminary cultural resources report for submittal to relevant Tribal entities or any applicable federal agency authorized by the Agency.

The Technical Memo will contain the following:

- A purpose statement and full Project description including:
  1. Location and legal description
  2. General environmental description
  3. Historic context
  4. Proposed construction activities
  5. Defined APE and APE map
  6. Total acreage of impact
- Results of SHPO/THPO database search including:

1. Brief summary of previous archaeological research completed within one mile of APE
2. Brief summary of recorded archaeological features within one mile of APE; include eligibility discussion if available.

- Results of map reviews including:
  1. Brief summary of features (trails, buildings, etc.) depicted on maps and within APE; include eligibility discussion if available.
- Description of site visit including date of survey, sites visited, and names and duties of personnel present on site visit
- Findings of site visit including ground conditions (percent visibility) and difficulties encountered, if any
- Identification of areas of high and low probability for archaeological resources within APE
- Recommendations for appropriate level of additional survey and subsurface exploratory probing, if any
- List of references cited
- Location map at 1:24,000 scale; aerial image (Google map acceptable) showing APE; and representative digital images of current conditions within APE

3.2.1 Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- One electronic copy (in WORD format) of the Technical Memo to Agency for review per Task 1 Project Design Schedule.
- One electronic copy (in Word and PDF format) of the Technical Memo to Agency 2 weeks following receipt of draft review comments.

3.3 Historic Resources

All historic sub tasks must be completed by professional historians who meet the Secretary of the Interior's professional standards for architectural history or history (36 CFR 61, Appendix A) and who have been "qualified" through the ODOT Cultural Resources Consultant Qualification Training Program.

3.3.1 Historic Resources Technical Memo

The purpose of the Historic Resource Technical Memo is to identify and characterize the historic resources to determine what may be impacted by the project. The Historic Resource Technical Meno is a scoping report that is not intended to be a comprehensive technical report. As part of developing the Historic Resource Baseline Report, Consultant shall examine the following in preparing the Historic Resources Baseline Report:

- the State Historic Preservation Office ("SHPO") database General Land Office ("GLO") maps;
- U.S. Geological Survey (USGS) topographic data
- the Oregon Historic Properties database
- National Register of Historic Places (NRHP), and National Historic Landmarks databases
- Sanborn Fire Insurance Maps;
- U.S. Geological Survey (USGS) topographic data
- Other records archives (i.e. historical societies; tribal archives) for known historic resources within a one-mile radius of the APE.

Consultant will conduct a site visit of the project area totaling approximately 6 ¼ miles of proposed trail. The site visit will focus on visiting resources within the APE identified during the Literature Review or in consultation with agencies or tribes to determine locations of high risk for resources or that may require additional documentation and assessment, avoidance or mitigation. All locations visited will be photographed. Consultant will provide project proponent with all photos taken of the property with an associated photo log if requested.
Consultant shall prepare the Historic Resources Technical Memo which includes:

- A purpose statement and full Project description including:
  1. Location and legal description
  2. General environmental description
  3. Historic context
  4. Proposed construction activities
  5. Defined APE and APE map
  6. Total acreage of impact
- Results of database search including:
- Photographs of resources that are eligible resources adjacent to or overlapping the APE
- Brief summary description of historic resources within and adjacent to the APE
- Results of map reviews including:
  1. Brief summary of features (trails, buildings, etc.) depicted on maps and within APE; include eligibility discussion if available.
- Description of site visit including date of survey, sites visited, and names and duties of personnel present on site visit
- Recommendations for appropriate level of additional survey, if any
- List of references cited
- Location map at 1:24,000 scale; aerial image showing APE; and representative digital images of current conditions within APE

3.3.1 Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- One electronic copy (in WORD format) of the Draft Historic Resources Technical Memo to Agency for review per Task 1 Project Design Schedule.
- One electronic copy (in WORD and PDF format) of the Final Historic Resources Technical Memo to Agency 2 weeks following receipt of draft review comments.

3.4 Hazardous Materials

This work is intended to identify potential sources of environmental contamination (hazardous waste, hazardous substances, toxic substances and other hazardous materials regulated under federal and State statutes and regulations/administrative rules) that could impact the Project.

Performance of this task must be in accordance with ODOT's HazMat Program Manual (see Section B list) and applicable industry standards. Deliverable submittals must be in an electronic format (Word and PDF).

The purpose of this task is to facilitate Agency compliance with environmental regulations pertaining to site cleanup and waste management. The Services to be provided shall include:

- Conduct a Hazardous Materials Desktop Review to identify potential sources of contamination that could impact property acquisition or construction.

3.4.1 Hazardous Materials Corridor Study

Consultant shall conduct a Hazardous Materials Desktop Review in general accordance with the following standards and guides:

- "Hazardous Waste Guide for Project Development", by the American Association of State Highway and Transportation Officials ("AASHTO") Special Committee on Environment, Archaeology and Historic Preservation.
- "ODOT Hazmat Program Procedures Guidebook," Oregon Department of Transportation.
- And the requirements listed below.

Consultant shall review available federal and State environmental databases to identify sites that could potentially impact the project, using the minimum search radii listed below.

Environmental Database	Search Radius
State-Equivalent NPL List (ECSIS)	0.5 mile
Oregon Permitted Landfill List	0.5 mile
State Leaking (L)UST List	0.25 mile
Federal RCRA Generators List	Site and Adjoining
State Fire Marshal's Spill Response List	Site and Adjoining
Oregon Motor Carrier Spill List	Site and Adjoining
State Certified UST List	Site and Adjoining

Consultant shall review DEQ files, available using DEQ's Your DEQ Online Database https://ordeq-edms-public.govonlinesaas.com/pub/login, to determine whether contamination from adjacent facilities is likely to impact project construction. Alternatively, this review may be conducted using commercially available database reports such as provided by EDR.

Consultant shall review the Oregon Water Resources Department on-line database at http://apps.wrd.state.or.us/apps/gw/well_log/Default.aspx to determine if water wells or monitoring wells are located on or adjacent to the project corridor.

Consultant shall review project files available from the appropriate DEQ Region office, based on the project location, for all facilities considered to be high risk for impacting project construction. Consultant shall use DEQ file information to evaluate contaminated areas within the project corridor and identify if that information is sufficient to develop construction plans and specifications without additional sampling.

Consultant shall conduct historical research to identify past uses of the project corridor and adjacent properties, using one or more of the following resources:

- Sanborn Fire Insurance Maps
- Aerial Photographs
- Reverse County Directories
- Historic property ownership/occupancy records or building permits

The resource(s) selected must, if possible, provide historic information regarding land use back to 1935 at 10-year intervals, or the Consultant must demonstrate that such information is not readily available. Consultant shall review pertinent records that may be made available by the Agency as they relate to the environmental condition of the project corridor.

Consultant shall assess if soil sampling is necessary to determine if soil excavated from the project corridor shall meet DEQ clean fill screening levels for contaminants-of-concern including pesticides, herbicides, metals, polynuclear aromatic hydrocarbons, petroleum hydrocarbons, and solid waste.

Consultant shall prepare a memorandum summarizing the information obtained through the activities listed above. The memorandum must include conclusions that identify specific sources of contamination that could impact project construction and recommendations for further investigation, if needed. The memorandum will not constitute a full HMCS in accordance with the standards listed above, as no site reconnaissance is included in the scope and the resulting memorandum will not fulfill the requirements of an HMCS, thus the terminology "Limited HMCS Memo" is used below.

3.4.1 Consultant Deliverables and Schedule:

Consultant shall prepare and submit:

- Draft Limited HMCS Memo to APM per Task 1 Project Design Schedule.
- Final Limited HMCS Memo to APM within 2 weeks following receipt of draft review comments.

3.5 Biological Resources Compliance and Permitting

Consultant shall complete the appropriate biological resources tasks presented below based on the Preferred Alternative. General biological work must be executed by a qualified biologist who meets the following minimum qualifications: 3 full years of environmental analysis or resource Project management experience and a Bachelor's degree that included 30-quarter or 20-semester hours in biology, environmental science, natural science, or closely related field. An individual who makes determinations of effect under the ESA and prepares ESA documentation must also be an ESA qualified biologist as per ODOT Technical Services Bulletin GE14-03(B) or most current (http://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/GE14-03b.pdf).

3.5.1 Endangered Species Act (ESA) Plant Survey and No Effect Memorandum

When ODOT determines or approves Consultant's determination that a proposed action will not affect state or federal ESA listed or proposed species or critical habitat, a No Effects Memorandum ("NE Memo") is prepared to document compliance with the state and federal ESAs. The NE Memo must be completed by an ESA qualified biologist as described above.

Consultant shall:

- Use a qualified ESA biologist(s) to conduct 2 field surveys of the area of API at the appropriate time for each ESA listed plant and wildlife species with the potential to be present in the API and their potential suitable habitats following standard/appropriate field survey techniques.
- Conduct Oregon Department of Agriculture ("ODA"), Oregon Department of Fish and Wildlife ("ODFW"), National Marine Fisheries Service ("NMFS"), and U.S. Fish and Wildlife Service ("USFWS") database searches to acquire ESA information for the Project area.
- Contact ODOT or Oregon Biodiversity Information Center ("ORBIC") or both, as needed, to obtain data regarding listed threatened and endangered species as well as those proposed for listing under the federal and state ESA that may occur within the API. Consultant shall determine if Federally-listed species and their habitat will be affected by the Project.
- Communicate with local ODA, ODFW, NMFS and USFWS staff via phone or email to acquire additional specific ESA information for the Project area. Make ESA effects determinations following the analysis of gathered ESA information. If a determination is No Effect for at least one listed or proposed species, obtain ODOT concurrence on the No Effects determination.
- Coordinate with design staff and Agency to develop appropriate measures (i.e., construction special provisions) to avoid impacting listed species proposed for coverage in the NE Memo if avoidance measures are necessary to obtain the No Effect determination.
- Prepare draft NE Memo for the Project area using the most recent ODOT provided form; provide to ODOT and Agency for review and comment.
- Prepare final NE Memo for ODOT and Agency acceptance.
- Notify ODOT and Agency immediately if Consultant determines that an ESA determination of No Effect is no longer appropriate.

3.5.1 Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- One electronic PDF copy of the Draft No Effect Memo to ODOT and Agency for review per Task 1 Project Design Schedule.
- One electronic PDF copy of the Final No Effect Memo to ODOT and Agency within 2 weeks following receipt of draft review comments.

3.5.2 Federal-Aid Highway Program ("FAHP") ESA Programmatic Documentation (RESERVED – FUTURE TASK)

3.5.3 Scope to Determine if Project Must Address the Oregon Fish Passage Law (OARs 635-412-0005 to 625-412-0040)

If the Project area is within current or historic Native Migratory Fish ("NMF") habitat and if a fish passage trigger identified in the law (OAR 635-412-0005(9) (d)) will occur, then the Project must address fish passage. Consultant shall scope to determine whether or not the proposed Project must address the Oregon Fish Passage Law.

Consultant shall:

- Determine if proposed Project is within current or historic NMF habitat -
  - Consultant shall make use of existing information resources on NMF fish distribution and location of identified fish passage barriers (e.g., ODOT, County and ODFW GIS mapping, presence/absence databases and models).
  - Consultant shall contact ODOT biologist and ODFW district biologist for site specific and watershed information on the distribution of NMF and the presence of identified fish passage barriers to determine if NMF as defined in (OAR 635-412-0005(32)) are present or were historically present within the Project API or upstream or downstream of the Project area.
- Determine and document if proposed Project will trigger the Oregon fish passage law -
  - Consultant shall review information provided by ODOT and County and or previous tasks, including baseline and background reports, Project purpose and need, and available design information.
  - Consultant shall evaluate the Project for all work below ordinary high water within a road crossing of a stream and, if applicable, in-channel work to determine if the fish passage law applies to the Project. Common triggers for fish passage law include culvert and bridge construction, removal, replacement or major repair, or in-channel work for scour protection or grade control.
  - Based on the above, Consultant shall determine if the Project will trigger the Oregon fish passage law and Consultant shall include all findings (including fish presence, historic fish presence, and fish passage triggers, as appropriate) in a Fish Passage Scoping Memo.

3.5.3 Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- Draft Fish Passage Scoping Memo to ODOT and Agency for review per Task 1 Project Design Schedule
- Final Fish Passage Scoping Memo to ODOT and Agency within 2 weeks of receiving comments.

3.5.4 Fish Passage Scoping Field Visit

Consultant shall conduct 1 field visit(s) to gather information missing from desk scoping that is necessary to determine whether or not the Project will trigger the Oregon Fish Passage Law.

3.5.4 Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- Draft Fish Passage Scoping Field Visit Notes to ODOT and Agency for review per Task 1 Project Design Schedule
- Final Fish Passage Scoping Field Visit Notes to ODOT and Agency within 2 weeks of receiving comments

3.5.5 Determine Appropriate Approach to Meet Fish Passage Requirements

Consultant shall collect necessary data to determine the appropriate approach to meet fish passage requirements.

Consultant shall:

- Conduct up to three (3) visits to the Project area to document existing site conditions and, if applicable, confirm background information.

- Field work to complete this task shall be accomplished by a qualified fish biologist with a Bachelor's degree in biology, fisheries or equivalent, and a minimum of 2 years of experience in the Pacific Northwest evaluating fish passage conditions, fish presence and habitat use by species and life stage, and fish habitat quality.
- If available, Consultant shall utilize maps with existing NMF fish distribution and fish passage barrier information and confirm this information in the field.
- If existing maps are incomplete or inaccurate, Consultant shall collect information on locations of fish passage barriers, potential NMF fish distributions, and habitat quantity and quality as described below.
- If necessary to collect the above information, Consultant shall obtain right of entry to private property to walk the watercourse over suitable distances upstream and downstream of the Project site.

- Determine the number and locations of artificial obstructions and natural barriers above and below the Project site.
  - Consultant shall map locations and document distances of all natural and artificial barriers upstream of the Project site to the first full barrier or to the end of fish use.
  - Consultant shall map locations and document distances of all natural and artificial barriers downstream of the Project site to the first full barrier or to the location of documented fish use downstream of the Project area, whichever is closer.
  - A qualified fish biologist, as described above, shall determine the level of barrier to NMF according to the definitions in the ODFW Fish Passage Priority List (Loffink 2013 or current version).
- Determine the amount and quality of habitat and potential NMF species use above the artificial obstruction occurring at the Project site.
  - Consultant shall determine the distance and map the amount of suitable habitat to the next full fish passage barrier or the end of fish use upstream of the Project site.
  - Consultant shall take average active channel widths above and below the road crossing outside of the influence of the crossing.
  - A qualified fish biologist shall evaluate the amount and quality of the habitat to support the life stages and life cycle needs of NMF that would use the habitat if they had full access to area between the Project site and the next full fish passage barrier (including spawning, rearing, sheltering and feeding, migration).
  - Consultant shall document the species and life stages of NMF that would use the habitat above the Project area if full volitional access were provided.
- Incorporate analysis of the field assessment data and conclusions into the Fish Passage Scoping Memo.
  - Consultant shall evaluate the field information in the context of meeting fish passage requirements and amend the analyses to the Fish Passage Scoping Memo
  - In consultation with ODFW and ODOT, Consultant will develop a recommendation on the appropriate way to meet fish passage requirements at each site with a fish passage trigger in the Project location and include the recommendation(s) in the Fish Passage Scoping Memo using the following guidelines:
    - If the habitat for NMF upstream of the Project site is limited and poor quality or NMF cannot currently access the Project area, then there may be no appreciable benefit to providing fish passage at the Project site and a Fish Passage Exemption may be appropriate.
    - If there would be a benefit to NMF if passage was provided at the Project location, but the cost of providing passage outweighs the benefits to NMF, then a Fish Passage Waiver may be appropriate. Fish Passage Waivers require that the Project mitigate for lack of passage at the Project site by providing a net benefit to NMF elsewhere that exceed the benefits of providing passage at the Project location.
    - If providing passage at the Project site would provide a significant or cost effective benefit to NMF, or there is no appropriate mitigation option, then meeting Fish Passage Criteria at the Project site may be appropriate.

- Coordinate and attend 1 on-site visit with the ODFW District Fish Biologist (or their designated representative), NMFS Liaison (if appropriate), and ODOT Biologist to discuss the Project and the appropriate strategy to address fish passage (i.e., exemption, waiver, or fish passage plan).
  - If fish passage will be provided on site, Consultant shall discuss the appropriate fish passage design methodology with ODFW and ODOT, including whether "Larger-Scale Crossing Design," "Hydraulic Design," or "Stream Simulation Design" will be used to meet passage requirements.
  - If the passage standard can be met with Project modifications or design exceptions, Consultant shall discuss applicable fish passage standards, Project challenges, and possible modifications to the Project to meet Oregon Fish Passage Law and ODFW/NMFS fish passage standards.
  - If the Project contains a culvert that could be repaired under the conditions of the ODOT-ODFW Culvert Repair Programmatic Agreement, Consultant shall discuss this approach to address the culvert deficiencies.
  - Consultant shall prepare site visit meeting notes that include topics discussed and recommendations from ODFW/NMFS for the Project to address fish passage requirements.
  - Following the site visit and dissemination of meeting notes, Consultant shall coordinate with ODFW/NMFS via email and phone to verify ODFW/NMFS Project design requirements, expectations and documentation necessary to address fish passage to the approval of ODOT and ODFW.
  - Consultant shall document the fish passage approach recommendation in the Fish Passage Scoping Memo with inclusion of the following information:
    - Description of the Project location and proposed in-water work activity(s) triggering fish passage requirements
    - Confirmation of current or historic NMF presence or absence at the Project site and if present, a map identifying existing or historic NMF distribution above and below the Project area
    - Description of evaluation methods, including any field survey dates, field personnel and qualifications, background information reviewed, and summary of meetings or other communications with ODFW and ODOT and Agency
    - Summary of amount and quality of stream habitat types and conditions upstream of the Project area to the next full barrier, if appropriate
    - A map and quantification of potential NMF distribution upstream of the Project area to the next full barrier, if appropriate
    - A table with fish passage barriers upstream of the Project to the first full barrier and fish passage barriers downstream of the Project to the first full barrier or to documented fish presence. The table shall contain:
      - Barrier location (latitude and longitude)
      - Distance upstream or downstream from the triggering action in the Project area
      - Barrier description and status
      - Level of passage provided at the barrier
    - A map of barriers identified in the above table
    - An analysis and recommendation of appropriate fish passage approach

3.5.5 Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- Draft Fish Passage Scoping Memo (1 electronic MS Word copy) to ODOT and Agency for review per Task 1 Project Design Schedule
- Final Fish Passage Scoping Memo (1 electronic PDF copy) to ODOT and Agency within 2 weeks of receiving comments.

3.5.6 Fish Passage Exemption Application (RESERVED)

3.5.7 Fish Passage Waiver (RESERVED)

3.5.8 Fish Passage Plan (RESERVED)

3.5.9 Scientific Take Permit for Fish Salvage Operations (RESERVED)

3.5.10 Bird Protection (RESERVED)

3.6 Wetland and Water Resources

Consultant shall research and prepare documentation necessary to satisfy the requirements of Section 404 of the Clean Water Act and Oregon's Removal Fill Law (ORS 196.795-196.990).

3.6.1 Wetland/Waters of the U.S./State Fieldwork and Determination Memo

Consultant shall complete a wetland field determination and ordinary high-water mark "(OHWM") demarcation for the Project Study Area ("PSA").

Consultant shall use available data (including but not limited to: soil surveys, aerial photos, National/Local Wetland Inventory maps ("NWI/LWI")) as well as data gathered in the field to document the presence or absence of wetlands within the PSA.
Consultant shall:

- Determine wetland boundaries within the PSA in accordance with the criteria and methods described in the *1987 Corps of Engineers Wetland Delineation Manual (Environmental Laboratory Technical Report Y-87-1)* and appropriate Regional Supplements.
- Collect GPS data to show wetland and upland sample plot locations, and the wetland boundaries. Consultant shall provide data point locations to City/County/Survey Consultant. Prepare maps of approximate wetland boundaries using GPS data collection.
- Ensure that field methods used and data collected meet the U.S. Army Corps of Engineers ("USACE") and DSL technical requirements for wetland delineations and ordinary high-water demarcations. Collect and record wetland delineation data on approved wetland determination data sheets for possible inclusion with a wetland delineation report.
- Assess the OHWM elevation using ODOT accepted field indicators. Consultant shall notify Agency if wetlands are present and will be impacted.

If wetland(s) or waters(s) are impacted, Consultant shall collect field data during this task and use it for the deliverables for Tasks 3.6.2, 3.6.3, or 3.6.4 if these tasks are triggered.

Consultant shall prepare one Wetland Determination Technical Memo. The memo must include:

- Description of the PSA;
- Summary of existing available information, noting the standard information that is not available (i.e., if no County soil survey coverage exists for the area, then it must be stated);
- Field reconnaissance methods;
- Results of field reconnaissance;
- Data Sheets;
- Color photographic record depicting on-the-ground conditions; and
- Sketch mapping depicting locations of wetlands or waterways within the study area.

3.6.1 Consultant Deliverables and Schedule

Consultant shall prepare and submit:

- Sketch map of approximate wetland and waters boundaries to Agency (if present) per Task 1 Project Design Schedule.
- Electronic copy (Word) of the draft Wetland Determination Technical Memo to Agency for review per Task 1 Project Design Schedule

3.6.2 Wetland/Waters of the U.S./State Delineation Report (RESERVED)

3.6.3 Wetland Functional Assessment Report (RESERVED)

3.6.4 Stream Functional Assessment (RESERVED)

3.7 Environmental Permits and Clearances (RESERVED)

TASK 4 PUBLIC INVOLVEMENT SUPPORT

Consultant shall assist Agency with public involvement and outreach, as defined below, for the planning and design phase of the Project. Agency will have overall responsibility for the Project public involvement and outreach program.

Applicable Standards:

- ODOT's NEPA Manual addresses public involvement requirements for FHWA funded NEPA projects, specifically for Categorical Exclusions and Programmatic Categorical Exclusions in Oregon. The requirement, as interpreted for Oregon in the ODOT NEPA Manual, was approved in 2017 by FHWA Oregon Division. The ODOT NEPA Manual is available at: https://www.oregon.gov/odot/GeoEnvironmental/Docs_NEPA_Manual/412.NEPA_Manual.pdf
- All electronic materials must be finalized in an ADA accessible format (EPA Section 508). https://www.section508.gov/

Task 4.1 Public Involvement Plan ("RESERVED")

Task 4.2 Public Involvement Meetings

Consultant shall attend up to four (4) meetings or Open Houses, as listed below, to provide Project information and address specific questions and concerns related to the Project.

- Community Open Houses (2).
- Marion County Board of Commissioners meetings (2).

Consultant shall document input received from the meetings and prepare written summaries.

Consultant shall prepare the following:

- Project fact sheets.
- Up to three (3) Roll maps.
- One (1) project Video
- Meeting summary

Agency will schedule, coordinate the location and advertise all the meetings. The following is assumed for budgeting purposes:

- Community open house – it is assumed that up to three (3) Consultant staff shall attend each two (2) hour public meeting.
- Marion County Board of Commissioners meetings – it is assumed that up to two (2) Consultant staff shall attend each two (2) hour meeting.

4.2 Consultant Deliverables and Schedule:

Consultant shall provide the following:

- Written meeting summaries electronically (in Word (.docx) format) within 5 working days of each meeting to APM.
- An electronic copy of each Project information item prepared under Task 4.2 and a minimum of 30 hard copies of handouts and a single copy of roll maps or project boards to be presented at each meeting.

TASK 5 UTILITIES

Consultant shall perform the coordination of all utility facilities within the Project limits in accordance with the Oregon Utility Relocation Manual (available at: https://www.oregon.gov/ODOT/ROW/Pages/Utilities.aspx under "Policies and Guidance").

If any utility is nonresponsive or uncooperative, Consultant shall notify Agency, and Agency will communicate with the utility to affect a solution.

5.1 Utility Location and Coordination

Consultant shall perform utility coordination and liaison activities with utility owners/operators for the Project. Consultant shall comply with the current version of the utility coordination policy requirements as described in the Oregon Utility Relocation Manual. This work includes reviewing utilities that may be in conflict with the Project work and utility relocation coordination with the utility owners to resolve those potential conflicts. Additionally, Consultant shall obtain system mapping from utilities located within the Project limits. Consultant shall use this information to confirm the survey map as developed under Task 2, Surveying. Where potential conflicts exist, Consultant shall work with the utility owner to acquire their "pothole" information for verification of utility size and depth.

5.1 Consultant Deliverables and Schedule

Consultant shall provide:

- Existing utility information gathered in Task 5.1 to be included in the survey map / base map
- Record of communications with each utility within the Project limits. Copies of communication record must be provided to APM within 3 days of request.

5.2 Utility Report

Consultant shall prepare a draft and final "Utility Report" for those utilities located within the Project limits. The "Utility Report" must include as many of the following items that are known and applicable:

- Description of utilities located within the Project limits
- Utility facility's structure dimension
- Probable buried depth of cover or aerial lowest height of wire
- General description of utility facility structure material
- Reliance upon other utilities in the vicinity (joint use facility)
- Description of the means used to verify facility location and limits of conflict (test hole data a.k.a. "pothole" verification)
- Proposed project construction requirements
- Potential utility conflicts
- Probable conflict resolution (relocation, adjustment concept, or protect in place)

5.2 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft Utility Report to be submitted per Task 1 Project Design Schedule.

5.3 Utility Coordination Meetings

To facilitate the development of each utility relocation plan, Consultant shall organize, conduct, prepare for and attend the following utility coordination meetings with utilities within the Project limits:

- Up to 2 virtual individual meetings with potentially affected utilities.

Consultant shall prepare a meeting agenda, and meeting minutes summarizing the discussions at the group meeting. For budgeting purposes it is assumed that up to 2 Consultant staff shall attend each 1 hour meeting.

5.3 Consultant Deliverables and Schedule

For each meeting Consultant shall provide to APM:

- Meeting Agenda and Meeting Minutes for each meeting; agenda due within 2 business days prior to meeting; meeting minutes due within 5 business days after meeting

https://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspxhttps://www.oregon.gov/ODOT/ROW/Pages/Utility-Forms.aspxmailto:UtilityandRailProgra@odot.state.or.ushttp://www.oregon.gov/ODOT/ROW/Docs_UtilityForms/utility_billing_memo.doc

TASK 6 GEOTECHNICAL SERVICES

Consultant shall conduct geotechnical site reconnaissance and desktop study to advise the design team on the following:

- Typical surface and subsurface conditions in proposed improvement areas, including bridge foundations, retaining walls, and grading;
- Surface and subsurface conditions in area of existing and potential slope instability; and
- Risk to existing infrastructure and improvements.

Consultant shall provide documentation which summarizes and presents the results of the site reconnaissance, desktop study, evaluations, and concept-level recommendations.

6.1 Data Review / Reconnaissance

Data Review:

Consultant shall review available existing information to evaluate the following:

- Geologic conditions along the proposed Project alignment, such as geologic units, historic land use, fill materials, and geologic hazards.

Consultant shall review available information from the following sources (as applicable):

- Existing published and unpublished literature from County, ODOT, federal, city, or county records
- Published geologic literature including geologic or hazard maps
- Previous geological and geotechnical reports from County, ODOT, federal, city, , or other officials, consultants, groups or individuals pertinent to the Project
- As-built roadway plans (as available)
- Bridge plans and Foundation or Geotechnical Data Sheets
- Maintenance records

Site Reconnaissance:

Consultant shall conduct a geologic, and geotechnical reconnaissance of the site consisting of up to 2 separate site visits. Consultant shall identify the following:

- Geologic conditions at the Project site, any geologic hazards present and their impacts to the proposed Project elements; and
- General condition of the existing infrastructure.

As part of the site reconnaissance work, Consultant shall:

- Observe surface conditions that may be indicative of subsurface conditions of concern, as well as past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable slopes, shallow groundwater, roadway settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).
- Identify site constraints, staging concerns (for exploration and construction).
- Identify potential exploration and monitoring locations.

6.1 Consultant Deliverables and Schedule:

Consultant shall incorporate information from this task into deliverables for task 6.2.

6.2 Concept-Level Geotechnical Desktop Study

Consultant will prepare concept-level evaluations of proposed project elements. Consultant will evaluate the geotechnical aspects of design alternatives.

Consultant assume up to six (6) coordination meetings with the design team to work through various alternatives and advise on the geotechnical aspects of design decisions.

Consultant shall prepare a Concept-Level Geotechnical Desktop Study. The Concept-Level Geotechnical Desktop Study must:

- Include findings of site reconnaissance;
- Include findings of desktop study;
- Provide pros and cons of design alternatives;
- Summarize the concept-level geotechnical recommendations; and
- Provide recommendations for future tasks.

6.2 Consultant Deliverables and Schedule:

Consultant shall provide:

- Concept-Level Geotechnical Desktop Study in PDF format per Task 1 Project Design Schedule.

TASK 7 HYDRAULICS RELATED SERVICES

Consultant shall provide stormwater management and hydraulic related design services under this SOW for delivery of tasks and deliverables according to the agreed upon delivery schedule.

7.1 Hydraulic Site Investigation

The purpose of this subtask is to identify existing information and field conditions.

Consultant shall:

- Obtain the Flood Insurance Study ("FIS") report and if available the Flood Insurance Rate Map using the Federal Emergency Management Agency ("FEMA") web site.
- Review local floodplain ordinances to determine if there are any applicable to this water body.
- Determine if applicable stream gauge records exist, and obtain them, if possible.
- Locate and obtain existing topographic maps of the tributary drainage basin.
- Visit the bridge/culvert Project site to observe site conditions, physical properties, and collect data needed to perform a thorough hydraulic study.
- Evaluate the site and determine survey data requirements for hydraulic analysis.
- Determine channel and floodplain hydraulic roughness values (document with photographs).
- Record observations with respect to the following:
  - Lateral channel stability.
  - Stream channel hydraulic roughness.
  - Aggradation or degradation of bed material.
  - Existing evidence of scour and/or erosion.

7.1 Consultant Deliverables and Schedule:

Consultant shall incorporate the information from this task into deliverables for Task 7.4.

7.2 Hydrologic Analysis

The purpose of this subtask is to perform hydrologic analysis to determine appropriate flow rates for design of various Project elements.

Consultant shall:

- Review the ODOT Hydraulic Manual and available hydrologic data sources to determine the most appropriate 2-, 10-, 25-, 50-, 100-, and 500-year design flow for the proposed bridge/culvert.
- Analyze available stream gauge records to calculate flood frequency and flow duration values to support hydraulic analysis and design.

  In the absence of stream specific data, Consultant shall delineate the tributary drainage basin utilizing available topographic maps and utilize the regional regression equations described in the U.S. Geological Survey ("USGS") magnitude and frequency of floods in Western Oregon to predict design flows.

7.2 Consultant Deliverables and Schedule:

Consultant shall incorporate information from this task into deliverables for Task 7.4

7.3 Hydraulic Analysis

The purpose of this subtask is to perform a variety of hydraulic analysis in support of design, and provide hydraulic design recommendations related to bridges and culverts.

Consultant shall:

- Simulate hydraulic conditions of the stream using FlowMaster (Connection Edition) and HY-8 software for culvert crossings and HEC-RAS for Bridge crossings.
- Create a model to simulate "Existing Conditions" at the proposed bridge site to determine current water surface profiles, velocities, depths, and flow area for the various design flows.

Bridge Hydraulics

Consultant shall:

- Create a model for up to 1 alternative to simulate "Proposed Bridge" at water way crossing to determine water surface profiles, velocities, depths, and flow area for the various design flows.
- Provide waterway opening design recommendations.

Culvert Hydraulics

Consultant shall:

- Create a model for up to 1 alternative to simulate "Proposed Culvert" at 14 anticipated water way crossings to determine water surface profiles, velocities, depths, and flow area for the various design flows
- Provide culvert size and material recommendation.

7.3 Consultant Deliverables and Schedule:

Consultant shall incorporate information from this task into deliverables for Task 7.4.

7.4 Hydraulics Recommendation Memo

The purpose of this subtask is to summarize the findings of the hydraulic related services and document the design recommendations.

Consultant shall prepare a draft version of the Project Hydraulics Recommendation Memo per Marion County and Federal-Aid Highway Program guidelines summarizing the hydraulic site investigation.

- Consultant shall prepare a final Hydraulics Recommendation Memo containing preliminary design recommendations for hydraulic related services and to reflect Agency's and ODOT review comments and to include changes to hydraulic related design recommendations that need to be modified due to advancement of the overall Project design.

7.4 Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Hydraulics Recommendation Memo in PDF file format, along with an MS Word file containing the report narrative, due with the Task 17.3 Draft Path Alternatives Feasibility Report.
- Final Hydraulics Recommendation Memo, PDF file of complete report, and, due with Task 18.1 Draft Conceptual Design Package.

7.5 Stormwater Management Design

The purpose of this subtask is to design stormwater systems for treatment of drainage in the Project.

Stormwater Quality and Quantity Design

The purpose of this subtask is to provide design of stormwater management facilities that provide water quality treatment of highway runoff per Local Agency standards and/or Federal Aid Highway Program Programmatic Biological Opinion, whichever standard is most strict.

Consultant shall:

- Define Contributing Impervious area.
- Delineate on-site drainage subbasins.
- Identify treatment Best Management Practice ("BMP") types applicable for the site.
- Identify potential locations to site facilities within and outside the existing R/W.
- Evaluate constraints to siting a stormwater facility (i.e.-drainage area, adjacent grades, roadway safety, presence of existing utilities, protected resource areas, etc.)
- Prepare up to 1 stormwater management strategy that combines potential stormwater facilities into a comprehensive solution for meeting the needs of the Project.

7.5 Consultant Deliverables and Schedule:

Information from this task shall be incorporated into deliverables for Tasks 7.6.

7.6 Stormwater Design Recommendation Memo

The purpose of this subtask is to provide preliminary stormwater design recommendations.

- Consultant shall prepare a preliminary version of the Project Stormwater Design Recommendation Memo per Marion County and Federal-Aid Highway Program guidelines containing preliminary stormwater facility design recommendations.

7.6 Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft Stormwater Design Recommendation Memo in PDF file format, along with an MS Word file containing the report narrative, due with Task 18.1 Draft Conceptual Design Package.

7.7 Stormwater Operation and Maintenance (O&M) Manual (RESERVED)

7.8 Temporary Water Management Design (RESERVED)

7.9 Floodplain Impact Analysis (RESERVED)

TASK 8 TRAFFIC ENGINEERING & MANAGEMENT (RESERVED)

TASK 9 RAILROAD COORDINATION AND SUPPORT (RESERVED)

TASK 10 ROADWAY DESIGN

Consultant shall provide roadway and trail design Services under this SOW for delivery of tasks and deliverables according to the agreed upon delivery schedule.

10.1 Design Criteria

Consultant shall prepare draft and final design criteria. Design criteria must be consistent with AASHTO Geometric Design of Highways and Street, 2018 and AASHTO Guide for the Development of Bicycle Facilities, 2024 and Marion County Public Works Engineering Standards. Consultant shall present the design criteria in a table or matrix format listing all conditions, assumptions and minimum standards for the roadway and multi-use trail design elements of the Project. This includes the following:

- Determine the following multi-use trail design criteria elements
    - Determine bicycle design speed
    - Determine stopping sight distance considerations
    - Determine minimum horizontal and vertical clearances
    - Determine minimum and maximum cross slope and minimum horizontal curve radius
    - Determine maximum grade and vertical curves
    - Determine multi-use trail cross section elements:
        - Minimum trail width
        - Shoulder width/shy distance
        - Pedestrian railing criteria
        - Curb ramps
        - Side slopes
        - Ditches or swales (drainage facilities)
- Determine each of the following for all roadways crossed by or potentially impacted by the multi-use trail alternatives:
    - Obtain functional classification facility based on current Transportation System Plan (“TSP”)
    - Determine design vehicles
    - Obtain existing and design year average daily traffic (“ADT”) from traffic report or Project Prospectus
    - Determine design speed
    - Determine pedestrian and ADA design considerations
    - Determine bicycle design considerations
    - Review crash data / history
    - Determine roadside design requirements (clear zone)
    - Determine sight distance considerations
    - Determine cross slope, horizontal curves, and super-elevation
    - Determine maximum grade, vertical curves
    - Determine cross section elements as needed based on anticipated impacts from multi-use trail:
        - Number and width of travel lanes
        - Shoulders
        - Curbs
        - Sidewalks/Parallel Multi-use Trail
        - Curb ramps
        - Side slopes
        - Ditches or swales (drainage facilities)
        - Parking

10.1 Consultant Deliverables and Schedule:

Consultant shall provide:

- Draft design criteria electronically to APM per Task 1 Project Design Schedule.
- Final design criteria electronically to APM within 2 weeks from receipt of Agency comments.

10.2 Concept Plans/Alternative Analysis

Consultant shall work with Agency to develop up to 2 separate alignment alternatives for multi-use trail based on initial solutions from the scoping notes and Project prospectus, suggestions from the Agency, and current Agency and AASHTO design standards.

The trail corridor will be broken into up to 5 separate segments with up to 2 unique alignment alternatives developed for each segment. Consultant shall develop each alternative to concept level design sufficient to establish construction limits, quantities and major construction activities. Each alternative must have horizontal and vertical alignment developed that meets minimum design standards. Consultant shall prepare a conceptual drawing for each alternative that communicates both the character defining and functional elements of the trail alternative. Trail features identified for each alternative may include the following:

a. Fences, barriers, railing types and locations
b. General wall types and locations
c. Proposed bridge types and locations
d. Roadway crossing elements
e. Major drainage elements, culverts, etc.
f. Proposed site furnishings or amenities

The drawings must utilize aerial flown topographic survey data or corridor roll plot on an aerial map at a scale of 1"=100' (or similar useful scale). Autodesk InfraWorks software design visualizations of the proposed alignment alternatives will be developed to support team meetings and decision making for the design alternatives. Geometric and trail design elements that do not meet design standards must be identified as needing a design exception. Consultant shall analyze each alternative and determine the potential benefits and impacts associated with construction of the proposed alternative. Potential benefits and impacts to be considered include, but are not limited to, right of way, costs, access, safety, utilities, constructability, permitting and environmental. The benefits and impacts will be documented in the Draft Path Alternatives Feasibility Report developed under Task 17.3.

Consultant shall prepare a construction cost estimate for each alternative and segment that includes the major construction items and quantities that can be identified at this level of design detail. The alternative cost estimates will be documented in the Draft Path Alternatives Feasibility Report developed under Task 17.3.

10.2 Consultant Deliverables and Schedule:

Consultant shall provide:

- Corridor roll plot Drawings to APM electronically (PDF) per Task 1 Project Design Schedule.

10.3 Roadway Design Exceptions (RESERVED)

TASK 11 BRIDGE DESIGN

Consultant shall perform preliminary structural analysis and design. Consultant shall base the general design upon the applicable sections of the AASHTO LRFD Bridge Design Specifications. Consultant shall address other design requirements and costs conforming to AASHTO and Agency standards.

Deviations from these standards require prior approval by the Agency.

11.1 Phase I: Feasibility Analysis Structural Support

Consultant shall provide technical support to characterize the structure needs along the alignments being considered. Consultant shall provide qualitative assessments of the relative advantages and disadvantages of each alignment as relates to those structure needs to help inform the final alignment selection. Consultant shall characterize these recommendations in Task 17.3 Feasibility Report.

11.2 Phase II: Concept Development - Ravine Crossings Type, Size and Location ("TS&L)

Consultant shall perform an alternatives analysis to determine the preferred crossing type to accommodate a pathway at the following locations:

Minto Creek
Roland Creek
Ravine near OR22 milepost 33.7.

Consultant shall evaluate up to 3 alternatives consisting of a bridge, a retained structure over a culvert extension, and an embankment over culvert extension, in order to develop a recommended crossing type. Consultant shall develop recommendations by using evaluation criteria such as cost, stage construction, speed of construction, environmental impacts, right-of-way requirements and durability. Crossings shall be sized as determined by environmental permitting and hydraulic requirements, and foundations shall be in agreement with geotechnical findings and recommendations.

Consultant shall address the findings and recommendations in the Ravine Crossings TS&L narrative:

- Type, size and location recommendation for the preferred crossing.
- Outline of site-specific constraints, including but not limited to; topography, geology, hydrology, environmental constraints and requirements, permits, R/W, utilities, geotechnical and cost

Consultant shall prepare concept exhibits for any preferred bridge or wall structures.
Consultant shall prepare quantity-based cost estimates for the alternatives considered with a 30% contingency applied.

Consultant shall resolve any comments received on draft Ravine Crossings TS&L into the final Ravine Crossings TS&L.

11.2 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft Ravine Crossings TS&L including narrative, cost estimates, and concept exhibits for the preferred alternatives with Task 18.1 – Draft Conceptual Design Package.
- Final Ravine Crossings TS&L including narrative, cost estimates, and concept exhibits for the preferred alternative with Task 18.1 – Draft Conceptual Design Package.

11.3 Phase II: Concept Development - Structures Alternative Analysis (Fish Bearing Streams)

Consultant shall perform an alternatives analysis to determine the preferred structure type to accommodate a pathway over fish bearing streams. This scope assumes 4 locations are fish bearing streams, not including the locations covered by section 11.2.

Consultant shall evaluate up to 3 alternatives for each location consisting of the following: construction of a new culvert structure, construction of a bridge, or preservation of an existing culvert structure. Consultant shall develop recommendations by using evaluation criteria such as cost, stage construction, speed of construction, environmental impacts, right-of-way requirements and existing condition. Crossings shall be sized as determined by environmental permitting and hydraulic requirements.

Consultant shall address the findings and recommendations in the Fish Bearing Stream TS&L narrative:

- Type, size and location recommendation for the preferred alternative.
- Outline of site specific constraints, including but not limited to; topography, geology, hydrology, environmental constraints and requirements, permits, R/W, utilities, geotechnical and cost

Consultant shall prepare concept exhibits for any preferred bridge structures.

Consultant shall prepare quantity based cost estimates for the alternatives considered with a 30% contingency applied.

Consultant shall resolve any comments received on draft Fish Bearing Streams TS&L into the final Fish Bearing Streams TS&L.

11.3 Consultant Deliverables and Schedule

Consultant shall provide:

- Draft Fish Bearing Streams TS&L including narrative, cost estimates, and concept exhibits as appropriate with Task 18.1 – Draft Conceptual Design Package.
- Final Fish Bearing Streams TS&L including narrative, cost estimates, and concept exhibits as appropriate with Task 18.1 – Draft Conceptual Design Package.

11.4 Phase II: Concept Development - Structures Alternatives Analysis (Minor Streams)

Consultant shall perform an alternatives analysis to determine the preferred structure type to accommodate a pathway over minor streams. This scope assumes 14 locations are minor streams. Consultant shall evaluate up to 2 alternatives for each location consisting of either construction of a new culvert structure or preservation of an existing culvert structure. Consultant shall develop recommendations by using evaluation criteria such as cost, stage construction, speed of construction, environmental impacts, right-of-way requirements and existing condition. Crossings shall be sized as determined by hydraulic requirements.

Consultant shall address the findings and recommendations in the Draft and Final Hydraulics Report narrative:

- Recommendation for the preferred alternative.
- Outline of site-specific constraints, including but not limited to; topography, geology, hydrology, environmental constraints and requirements, permits, R/W, utilities, geotechnical and cost

TASK 12 PERMITS (RESERVED)

TASK 13 DESIGN ACCEPTANCE PACKAGE (60%) (RESERVED)

TASK 14 RIGHT OF WAY ("R/W")

Consultant shall conduct the R/W activities for all properties in accordance with the most current version of the following:

- Right of Way Services Agreement specific to the Project
- *"ODOT Right of Way Manual"*
- "*ODOT Guide to Appraising Real Property"*
- *"ODOT Local Agency Guidelines (LAG), Section C, Chapter 7"*
- *ORS 35, with reference to the "Uniform Appraisal Standards for Federal Land Acquisitions"*
- *Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (Uniform Act), as amended*
- *All other applicable laws, rules, and regulations*

Consultant shall utilize all forms, spreadsheets, brochures and pamphlets referenced in the *"ODOT Right of Way Manual"* or as provided by Agency. Consultant shall use Agency letterhead and contact information to all the documents that are sent out.

Consultant shall track status for all parcel files to be acquired for R/W purposes in the format provided by Agency. Consultant shall coordinate the details of this process with the APM or Designee at the Project kickoff meeting.

Total number of anticipated ROW files for the project will be determined in a later phase.

14.1 Obtain Right-of-Entry Agreements

Consultant shall prepare, negotiate, and obtain property owner signatures for temporary right-of-entry documents for the purposes of preliminary engineering, and environmental investigations for up to 6 parcels. Consultant shall use templates provided by Agency. Consultant shall document conversations with property owners in the Report of Personal Interview form. Consultant does not guarantee acquisition of right-of-entries.

14.1 Consultant Deliverables and Schedule

Consultant shall provide:

- Right-of-entry documents for signature to APM per Task 1 Project Design Schedule.
- Signed right-of-entry documents to APM prior to onsite work occurring.

14.2 Title Reports and Document Requests

Consultant shall prepare and assemble all title documents, including vesting deeds, necessary to allow Agency to determine current vested owner for up to three (3) parcels.
Consultant shall review title reports for complete documentation of title vesting and notify APM of any major title encumbrances. Consultant shall notify Agency if any acquisitions fall outside of Agency jurisdiction.

14.2 Consultant Deliverables and Schedule

Consultant shall provide:

- Up to three (3) Title Plant Records Reports documenting the Chain of Title from the current ownership back to the last owner preceding railroad ownership per Task 1 Project Design Schedule.

14.3 Right of Way Engineering, Maps & Descriptions

Consultant shall perform data research and document property ownership along the proposed corridor to incorporate into an overall GIS database. Consultant's work may involve research beyond Title Report acquisition and review, and may require on-site property visits as well as meetings with ODOT and Agency to verify vested owners.

14.3 Consultant Deliverables and Schedule

Consultant shall provide:

- Miscellaneous parcel ownership documentation separate from Task 14.2 per Task 1 Project Design Schedule.

14.4 Right of Way Programming Estimate

Consultant shall prepare a R/W programming estimate for use by Agency to program funds for property acquisition. A programming estimate will not be prepared for the ODOT Rail owned ROW. Consultant shall obtain the most current version of the Programming Estimate form to be used on all State and federally funded projects from Agency. The programming estimate must include the Project name and county in which the Project is located and all Project R/W costs, including separate Consultant, Agency, and ODOT R/W costs as provided by Agency. The R/W programming estimate must include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The programming estimate must be submitted to the APM for review. Consultant shall alert Agency if the estimate exceeds the Project budget and evaluate impacts to the R/W schedule.

Consultant shall revise and re-submit programming estimate, incorporating comments received from Agency and ODOT.

14.4 Consultant Deliverables and Schedule

Consultant shall provide:

- 1 draft Programming Estimate for delivery electronically APM per Task 1 Project Design Schedule.
- 1 final Programming Estimate for delivery electronically to APM per Task 1 Project Design Schedule.

TASK 15 PLANS, SPECIFICATIONS, AND ESTIMATE ("PS&E") (RESERVED)

TASK 16 ADVERTISE AND AWARD ASSISTANCE (RESERVED)

TASK 17 FEASIBILITY ANALYSIS

17.1 Opportunities and Constraints Evaluation

Consultant shall summarize available information from prior studies and preliminary environmental data to help define the preferred alternative. Topographic data will be based on data obtained through Task 2. Consultant shall incorporate the information obtained into the project alternatives GIS maps developed in Task 17.2. Consultant shall incorporate Agency and LPA feedback into the Alternatives Evaluation Memorandum in Task 17.3.

Consultant shall provide support for Geographical Information Systems (GIS) field data collection and prepare project-specific online GIS database using ArcGIS Online (AGOL). Consultant shall create database at project NTP and populate with existing conditions data as it is collected. The database must also be used, as appropriate, to determine potential impacts for environmental resources.

Consultant shall perform a cursory high-level "context areas" evaluation of the corridor. A diagram will be produced that identifies boundaries of distinct corridor subareas reflective of the unique conditions (topography, vegetation, views, natural vs. man-made features, etc.) that affect the qualitative experience of corridor users. This diagram will be useful to facilitate conversations about the 'big picture' planning vision for the trail and inform Task 17.2 Path Design Alternatives and 17.3 Alternative Evaluation.

17.2 Path Design Alternatives

Following review of the Project Area and discussions with the Agency and LPA regarding the opportunities and constraints, Consultant shall use the InfraWorks model developed as part of Task 10.2 to produce up to twelve (12) different still views of various segments of the project.

Consultant shall provide GIS maps illustrating the plan and bridge locations of the alternatives, with the property boundaries and environmental constraints (e.g., wetlands, buffers) identified. Up to six (6) cross sectional views shall be prepared for each of the two alignments for a total of twelve (12) cross sectional views.

17.2 Consultant Deliverables and Schedule

- Two (2) Alternatives GIS Maps (ArcGIS Online) due to APM per Task 1 Project Design Schedule.

17.3 Alternative Evaluation

Following the development of alternatives, Consultant shall provide a draft and final Path Alternatives Feasibility Report. Consultant shall incorporate comments on the GIS maps developed in Task 17.2 into the Path Alternatives Feasibility Report. Consultant shall consider the following criteria areas for comparing concepts and alternatives:

- Safety
- Built environment impacts (public and private)
- Compatibility with existing land uses and context (as described in 17.1)
- Natural and cultural resource impacts
- Resources assessment for future federal funding request
- Transportation and utility impacts
- Cost
- Path/Bridge Design and aesthetics to enhance the path
- Input received from project stakeholders.
- Path user experience, including connectivity and comfort of travel between popular origins and destinations

17.3 Consultant Deliverables and Schedule

- Draft Path Alternatives Feasibility Report (.pdf) due to APM per Task 1 Project Design Schedule.
- Final Path Alternatives Feasibility Report (.pdf) due to APM per Task 1 Project Design Schedule.

TASK 18 CONCEPTUAL DESIGN PACKAGE

18.1 – Conceptual Design Package ("CDP") Submittal

The purpose of the CDP Submittal is to confirm the scope of the Project and to provide the needed information to determine the approximate limits of any proposed ROW takes. The major elements of design must be addressed including, but not limited to, the following:

- Path geometry and footprint (other project elements that would require ROW or have impact on project footprint)
- Structure recommendations (bridges, walls, culverts, etc.)
- Preliminary hydraulics analysis including culvert locations and sizes
- Drainage and water quality concepts, including footprint
- Geotechnical memorandum on conceptual structural foundation recommendations.
- High level impacts to ROW and environmental resources
- Conceptual landscape treatments for typical corridor segments and/or unique features such as trailheads.

Consultant shall compile a comprehensive CDP layout, narrative, and construction cost estimate based on the design efforts in the tasks included in the scope of the Project. The CDP shall include:

- Project Summary Narrative
- 15% recommended bridge and path design
- 15% concept plans including plan view, profiles, and cross-sections
- Cost estimate
- Funding, phasing & implementation plan
- Appendices of related deliverables, including technical scope sheet and design criteria sheet

The CDP layout must document the proof-of-concept design and key elements influencing scope, footprint, impacts to ROW or environmental resources known at the time, and potential design exceptions.

18.1 Consultant Deliverables and Schedule

- Draft CDP package submittal due to APM per Task 1 Project Design Schedule.
- Final CDP package submittal due to APM per Task 1 Project Design Schedule.

EXHIBIT B – COMPENSATION

Definitions:
CPFF – Cost Plus Fixed Fee
FCCM – Facilities Capital Cost of Money
NBR – Negotiated Billing Rates. NBRs are fully loaded billing rates inclusive of direct salary, indirect expenses and profit.
NTE – Not to Exceed Amount
T&M – Time and Materials

A. METHOD of COMPENSATION for NON-CONTINGENCY TASKS

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with Contract requirements and all applicable standards. Consultant shall complete all Services and provide all deliverables as defined in the Contract. If the applicable compensation is exhausted, but Services and deliverables are not complete, Consultant shall complete the Services and provide the deliverables to Agency's satisfaction without additional compensation.

The amount payable under the Contract may be adjusted by Agency or renegotiated to:

- Reduce the NTE, Fixed-Price or Fixed-Fee amount associated with Tasks/Deliverables that were not authorized by Agency or not performed by Consultant;
- Reduce the NTE, Fixed-Price or Fixed-Fee amount commensurate with deductive amendments to reduce the risk associated with the Project or to reduce the scope of work required under the Contract;
- Increase the NTE, Fixed-Price or Fixed-Fee amount for additional Tasks/Deliverables added to the scope of work via amendment to the Contract.

Time and Materials with Not-To-Exceed (T&M)

Agency will pay Consultant for completion of Services required under the Contract on the basis of T&M, up to the NTE amount established in the Contract. Billable items include:

- **Loaded Costs**– the NBR (which is inclusive of profit and overhead costs); or the actual direct salary rate paid to the specific employee(s) (up to the maximum rate approved in the Contract for the employee's classification) productively engaged in work to complete the Services required under the Contract, plus profit and the approved overhead.
- **ODCs** (without mark-up) - Approved travel costs (up to the rates allowed in Section B of this Exhibit) and other approved direct-non labor expenses that are not included in overhead.
- **Subcontractor Costs** (without mark-up, unless Agency notifies Consultant otherwise in writing) - the hourly labor rates and ODCs (as described above) that have been billed to Consultant and recognized by Consultant as valid, undisputed and payable.

The dollar amount for T&M non-contingency Services is: $ 807,071.97

B. PAYMENT OPTIONS

Payments will occur only after Agency has determined that Consultant has completed, and Agency has accepted, the required Services (including defined deliverables) for which payment is sought via a properly submitted and correct invoice.

Progress Payments for Acceptable Progress. Agency will pay Consultant monthly progress payments for actual costs, up to the Contract NTE amount, for Consultant's acceptable (and verifiable) progress on tasks and deliverables included in the invoice.

C. TRAVEL

Travel costs are allowable only if they are authorized under the Contract and if the travel is essential to the normal discharge of Agency's responsibilities and is related to official Agency business. **All travel shall be conducted in the most efficient and cost-effective manner that results in the best value for the State.** Personal expenses shall not be authorized at any time. The following guidelines shall apply to the Contract:

- The travel, lodging, and per diem rates referenced in this Section C are the maximums that Consultant's estimate (or reimbursement, if applicable) may be based on. Travel rates other than those referenced in this Section C may be negotiated in the Contract, however, under no circumstance shall travel, lodging and per diem rates exceed the maximums set forth by the State Controller at https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf .

- Mileage - For compensation based on Cost-Plus-Fixed-Fee or Time and Materials (or Fixed Price or Price Per Unit when travel reimbursement is approved and mileage is compensated separately), all mileage approved by Agency will be reimbursed according to the rates set forth by the State Controller at https://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf that are in effect on the date when the travel occurs.

- For compensation based on Cost-Plus-Fixed-Fee or Time and Materials, Consultant shall submit receipts for travel-related expenses billed to Agency, such as but not limited to, lodging, rental vehicles, and air fare. If lodging is shared by two or more travelers, the lodging receipt must indicate the names of any travelers on official State business who shared the room.

D. INVOICES

Consultant shall submit invoices in the format required by Agency (and with supporting documentation to substantiate charges on the invoice, including a detailed line-item breakdown of labor and ODCs by task/subtask) no more frequently than once per month. The address for invoice submittal is set forth in Exhibit J. In addition to all other applicable invoice requirements in this section D, each invoice must include the following information:

- The project name (per the STIP)
- Invoice number
- Invoice date
- Billing period
- The Agency's Contract number
- The Agency's Project number
- The Agency project manager's name
- Remit address
- Notice to Proceed Date
- Overhead and FCCM rates
- Consultant project manager's name
- Task numbers from contract
- Percent complete of each task/deliverable

Total amount due for the billing period

Progress Reports: Each monthly invoice must include a progress report. The monthly progress report must cover the period invoiced and, at minimum, must:

- Describe the previous month's Project activities and the planned activities for the next month;

- For each task/deliverable identify the percentage completed during the month and the cumulative percentage completed;
- Reconcile progress of each task/deliverable with the schedule identified for each.
- Identify issues/concerns that may affect the Project Statement of Work, schedule or budget.

"Paid Summary Report"
Consultant shall complete and submit to APM Paid Summary Report(s) [form 734-2882] per the instructions on the form. Consultant must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance. **This reporting is required for all Contracts that include subs, regardless of funding or whether or not a DBE goal or Certified Small Business Aspirational Target is assigned.**

T&M Compensation:
- Consultant shall prepare invoices based on the actual hourly rates, up to the maximums for each respective classification approved in the Contract, of the employees (or subconsultants) that performed the Services.
- Consultant shall provide documentation in each invoice to itemize all reimbursable actual labor costs and ODCs for which Consultant seeks reimbursement, including a breakdown by task of the number of labor hours for each employee, employee names and classifications. Include receipts for any items purchased or equipment rentals for the Project that exceed $100. Include copies of all invoices, similarly detailed, from authorized subconsultants.
- Agency will reimburse Consultant for approved travel expenses incurred in accordance with **Exhibit B**, Section C of the Contract, if Agency has agreed to reimburse Consultant for travel expenses. For travel expense claims include receipts for lodging; rental cars, airfare.

E. PAYMENT TERMS

Payment will be made to Consultant no later than 45 calendar days from receipt of invoice completed in conformance with all contractual requirements. Agency will endeavor to notify Consultant within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 45 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law.

F. CORRECTIVE WORK

Consultant shall complete all Services, including Deliverables, as required in the Contract to Agency's satisfaction. If Agency, using reasonable discretion, determines that the Services or associated deliverables, or both, are unacceptable, Agency shall notify Consultant in writing of the deficiency. Within 7 calendar days (unless a different timeframe is agreed to by the Parties) of receipt of the deficiency notification Consultant shall respond to Agency outlining how the deficiency shall be corrected. Consultant shall correct any deficiencies in the Services and Deliverables to Agency's satisfaction without further compensation. Agency will not unreasonably withhold payment.

G. WITHHOLDING/RETAINAGE

Agency reserves the right to initiate, at any time during the Contract, withholding of payment equal to 5% of the amount of each invoice submitted to Agency under the Contract. Agency will make final payment of any balance due to Consultant promptly upon verification of completion and acceptance of all Services by Agency and will pay interest as required on retainage.

H. PAYMENT REDUCTION

Agency, or its duly authorized agents, may audit Consultant's fiscal records, including certified payroll and overhead records at any time. If Agency finds previously undisclosed inaccurate or improper costs have been invoiced and paid, Agency will notify Consultant and seek clarification. Agency, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts

from any future payment to Consultant, withhold the inaccurate or improper amounts from final payment to Consultant, or may use any other means to seek recovery of already paid but improperly calculated amounts.

I. SPECIFIC LIMITATIONS and UNALLOWABLE CHARGES

Specific Limitations

For cost reimbursement compensation such as CPFF or T&M, Consultant shall invoice Agency only for actual productive time Consultant personnel spend on Services by any level of Consultant's staff (up to the established not-to-exceed amount). Consultant's general supervisors or personnel who are responsible for more than one Agency project shall charge only for actual productive time spent directly on the Project identified in the Contract.

Agency will pay Consultant only up to the hourly rates set forth in the Contract that are commensurate with the type of Services performed regardless of the classification, title, or level of experience of the individual performing those Services. However, under no circumstances shall Consultant invoice Agency based on higher direct salary rates than the actual amount paid to its employees.

Discriminatory Pricing. Direct and indirect costs as applied to work performed under Agency contracts and subcontracts may not be discriminatory against the Agency. It is discriminatory against the Agency if employee (or owner/sole proprietor) compensation (in whatever form or name) is in excess of that being paid for similar non- Agency work under comparable circumstances.

Discriminatory Wage Rates. Pursuant to ORS 279C.520, Consultant shall comply with the prohibitions set forth in ORS 652.220. Failure to comply is a breach that entitles the Agency to terminate the Contract for cause.

Employee Discussions Regarding Compensation. Consultant shall not prohibit any of its employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person {see ORS 279C.520(1)}.

Unallowable Charges

Agency will not pay for direct or indirect costs that are unallowable under the provisions of 48 CFR Part 31.

Costs or direct charges for, but not limited to, the following are not reimbursable:

- Costs for negotiation of the Contract or Contract amendments, including but not limited to proposal preparation, BOC preparation, preparation for negotiations, and negotiation of level of effort/budget.
- Costs related to disputes or E&O Claims, including but not limited to discussions, meetings and preparation of any dispute or claim related documentation.
- Mark-up on subcontractors or ODCs.
- Transfer of knowledge and information related to Key Person replacements.
- Correcting or making adjustments to incorrect or improper invoices.
- Direct compensation for items included in firm's indirect costs (unless properly credited back to indirect cost).
- Premium costs incurred as a result of working overtime or holidays. (Premium time should normally be charged to overhead. In accordance with ORS 279C.520, employees shall be paid at not less than time and one-half for all overtime worked and for work on legal holidays, except for individuals who are excluded from receiving overtime under personal services contracts pursuant to ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209.)

J. INDIRECT COSTS; SALARY and BILLING RATE SCHEDULES

1. Approved cost data on file with ODOT - If Consultant or its subconsultants have current, approved overhead, salary, or NBR rate schedules on file at ODOT, Consultant and its subconsultants will submit those approved rate schedules and any required certifications (or Agency may obtain rate schedules from ODOT) as required in subsections 2 and 3 below for use under the Contract.

2. Overhead Schedule - If Consultant or subconsultants calculate overhead as part of their normal business practice, the overhead schedules shall be prepared and submitted in accordance with ODOT's Billing Rate Policy (as may be revised from time to time by ODOT) available at: https://www.oregon.gov/ODOT/Business/Procurement/DocsPSK/brPolicy.pdf. Consultant Certification of compliance with Federal Cost Principles is required per FHWA directive 4470.1a: https://www.fhwa.dot.gov/legsregs/directives/orders/44701a.htm. A signed Certification of Final Indirect Costs form must be submitted with the overhead schedule.

In order to assess the adequacy of an audited overhead rate for use in fair and reasonable price negotiation, Agency and/or ODOT may evaluate a firm's financial capability, internal control structure, and overhead schedule. This includes a determination as to the applicability of historical overhead rates to the anticipated future contract period, performing financial ratio analysis, evaluating overhead account trends and utilization rates for reasonableness.

3. Salary and Billing Rate Schedules
Consultant shall, and shall cause all of its subconsultants to submit electronically to Agency the applicable rate schedules described below.

Direct Salary Rate Schedule - includes the name, classification and actual direct salary rate as approved for each employee that may be used under the Contract. This schedule is required for firms that calculate an overhead rate. This schedule will not be included in the Contract but will be retained by Agency.

Negotiated Billing Rate Schedule - may be required for Consultants or subconsultants that do not have a cognizant or acceptable independent audit for overhead rates (or do not calculate overhead as part of their normal accounting practice) and Agency determines it is in the public's best interest to negotiate specific billing rates. Instead of calculating a billing rate using a formula that applies overhead, profit, and FCCM to the direct salary rate, this schedule lists negotiated rates that are fully inclusive of profit, overhead and any cost of living or merit raises. The billing rates invoiced under the Contract must not exceed the rates per classifications listed in the schedule and may be no greater than the lowest rates charged to other public or private clients.

ODC Schedule - is an optional schedule used to list actual costs of reimbursable items that are not included in the firm's overhead rate (or that are properly applied as a credit in overhead calculation).

Approved rate schedules for Consultant and its approved subconsultants/subcontractors are not physically attached but are on file electronically with Agency. The approved rate schedules are incorporated herein by reference and shall apply for cost estimating and invoicing purposes with the same force and effect as though fully set forth herein. Consultant may obtain copies of currently approved rate schedules on file with Agency by emailing a request to Agency's Contract Administrator for this Contract.

K. RATE REVISIONS

The hourly rates (including escalations, if any) approved for use under this Contract shall remain in effect throughout the duration of the Contract unless revisions are approved by Agency. Any approved revisions to the hourly rates allowable under the Contract shall not cause an increase in the Contract NTE amount (exceptions may be approved by Agency on a case by case basis).

L. BREAKDOWN OF COSTS (BOC)

Prior to execution of the Contract or any amendments that add Services, Consultant shall prepare and submit a BOC based on the approved overhead and actual direct salary rates (and approved NBRs as applicable) for each classification to be used under the Contract. Consultant shall include names of proposed staffing in the BOC.

The BOC must include a detailed breakdown of the costs for each element of the work regardless of compensation method. The BOC must identify:

a) the proposed staff assignments (classifications and names) and hours per task and sub-task;
b) an itemization with documentation (estimates from vendors shall be provided upon request) to support rental equipment, flaggers, travel and other ODCs; and
c) the estimate for Services as provided by each subconsultant that shows the assigned staff and hours per task and sub-task and itemized ODCs. Agency may ask for qualifications of any staff assigned to work on a project if they were not included in Statement of Proposal originally submitted for solicitation.
d) the certification status of any disadvantaged business enterprise, minority-owned business, woman-owned business, service-disabled veteran-owned business or emerging small business subcontractors included in the BOC.
e) **Contingency Tasks.** Amounts for any contingency tasks must be shown as a separate line-item for each task. The amount for a contingency task must include all labor, overhead, profit, and expenses for the task. Expenses for contingency tasks must not be included in an overall amount for ODCs applied to the budget for the non-contingency tasks. Enter the agreed to unit and extended amounts for contingency tasks in the Contingency Task Summary table.

Notes:

- Vendors for flagging services, testing services or other items that are not personal services are treated as ODCs. The breakdown of costs for ODCs is entered on Expense sheets for prime and subs, with the total expense for each subtask entered on BOC sheet.
- No mark-up is permitted on subconsultants or ODCs.

The final BOC, dated 9/4/2026, is not physically attached, but is incorporated into this Contract by this reference with the same force and affect as though fully set forth herein. A copy of the final BOC has been provided to the Consultant prior to execution of this contract.

EXHIBIT C - INSURANCE

All insurance required by this Contract shall be maintained with insurers with an A.M. Best Financial Strength Rating of no less than A-. Insurers must be legally authorized to transact the business of insurance and issue coverage in the State of Oregon. Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions and self-insurance. Prior to beginning work and during the term of this Contract, including any extensions or warranty period, Consultant shall maintain in force at its own expense each insurance set forth below:

1. **Workers' Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (Consultants with one or more employees, unless exempt under ORS 656.027).

2. ☒ **Required by** Agency ☐ **Not required by** Agency.
Professional Liability insurance with a per claim, incident or occurrence limit, or the equivalent, of not less than ☒ **$1,000,000**, or ☐ **$2,000,000.**
Any annual aggregate limits must not be less than ☐ **$1,000,000** ☒ **$2,000,000** ☐ **$4,000,000** ☐ **$10,000,000.**
This insurance must cover damages caused by negligent acts, errors or omissions of Consultant and Consultant's subcontractors, agents, officers or employees related to the professional Services to be provided under the Contract. If this insurance is provided on a "claims made" basis, Consultant shall continue the same coverage for ☒ **2 years**, ☐ **3 years, or** ☐ **6 years** after completion of the Services or acquire "tail" coverage or an Extended Reporting Period endorsement for the foregoing extended period beyond Contract expiration or termination. Evidence of any required extended period coverage will be a condition of final payment under the Contract.

3. ☒ **Required by** Agency ☐ **Not required by** Agency.
Commercial General Liability insurance must be issued on an occurrence basis with per occurrence limit, or the equivalent, of not less than $1,000,000 covering "bodily injury" and "property damage." Any annual aggregate limits shall not be less than $2,000,000.

4. ☒ **Required by** Agency ☐ **Not required by** Agency.
Automobile Liability insurance covering Consultant's business-related automobile use, with a combined single limit, or the equivalent, of not less than $1,000,000 each occurrence for "bodily injury" and "property damage," including coverage for all owned, non-owned, rented or hired vehicles.

5. **Notice of change or cancellation.** There shall be no cancellation, material change (one that would adversely impact the protection of Agency provided through the insurance coverages required in this **Exhibit C**), reduction of limits or intent not to renew the insurance coverage(s) without 30 calendar days prior written notice from Consultant or its insurer(s) to Agency. **All policies and certificates of insurance, including Workers' Compensation, must include a notice of cancellation or nonrenewal clause as required under ORS 742.700 to 742.710.**

6. **Certificates of Insurance.** As evidence of the insurance coverages required by this Contract, Consultant shall furnish acceptable insurance certificates to Agency prior to Contract execution. Throughout the life of this Contract, Consultant shall submit updated certificates of insurance prior to the policy expiration date(s) indicated for the required coverages. If requested by Agency, Consultant shall either: a) provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency; or b) make such insurance policies, endorsements, self-insurance documents and related insurance documents available for inspection by Agency's representatives at a location in the State of Oregon that is reasonably convenient for Agency's representatives responsible for verification of the insurance coverages required under the Contract.

7. **Additional Insureds.** Insurance certificates for Automobile and Commercial General Liability must include an endorsement physically attached to the certificate specifying the Agency, the State of

Oregon, the OTC, the Oregon Department of Transportation, and their respective officers, members, agents and employees as Additional Insureds and must expressly provide that the interest of the Additional Insureds shall not be affected by Consultant's breach of policy provisions.

8. **Subcontractors.** Consultant shall: (i) obtain proof of the above insurance coverages, as applicable, from any subcontractor providing Services related to this Contract, or (ii) include subcontractors within Consultant's coverage for the duration of the subcontractor's Services related to this Contract.

EXHIBIT D - TITLE VI NON-DISCRIMINATION PROVISIONS

During the performance of this Contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

a. **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation 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:** Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds or race, color, sex, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. Consultant 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 Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by Consultant of Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

d. **Information and Reports:** Consultant 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 the Agency, ODOT, FHWA or the Federal Transit Administration (FTA) as appropriate, to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Agency, ODOT, FHWA or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this Contract, Agency shall impose such Contract sanctions as it, ODOT, FHWA or FTA may determine to be appropriate, including, but not limited to:
   (i) Withholding of payments to Consultant under the Contract until Consultant complies, and/or
   (ii) Cancellation, termination or suspension of the Contract, in whole or in part.

f. **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (a) through (e) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Agency, ODOT, FHWA or FTA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, Consultant may request Agency, ODOT, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT E - DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROVISIONS (No-Goal)

The DBE program is administered by the ODOT Office of Engagement and Civil Rights ("OECR"). As the Agency is entering into this Contract under authority granted by ODOT, the DBE Provisions apply with the same force and effect as if ODOT were the contracting agency.

"Consultant" and "Contractor" are hereinafter referred to as "Contractor". **See section e for specific reporting requirements of Contractor.**

In accordance with the U.S. Department of Transportation's Interim Final Rule, effective October 3, 2025 and published at 90 Fed Reg 47,969 (2025), modifying the certification, compliance and reporting requirements of the Disadvantaged Business Enterprise program (DBE IFR), ODOT's DBE requirements that were applicable to federally funded projects prior to the 10/03/2025 effective date of the rule are no longer in effect, and the associated DBE contractual requirements have been suspended pending implementation of the DBE IFR. Contractor acknowledges and agrees that it will cooperate in processing any contractual revisions ODOT deems necessary or appropriate to effectuate the updated DBE Program requirements that may result from the DBE IFR implementation or future modifications to the DBE Program and corresponding regulations.

a. **Policy and Program Authorities:** Reserved.
b. **DBE Goals:** Reserved.
c. **Nondiscrimination Requirement:** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this USDOT-assisted Contract. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Agency deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
d. **Prompt Payment and Retainage**: Contractor shall pay each subcontractor for satisfactory performance of its contract no later than 10 calendar days from receipt of each payment Consultant receives from Agency. In addition, Contractor shall return any retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed.
e. **Reporting Requirements:** Contractor shall complete and submit initial, interim and final Paid Summary Reports [an ODOT form] to Agency per the instructions on the form provided by Agency. Contractor must report payment information for all subcontractors and suppliers used under the Contract throughout the period of performance.
f. **Commercially Useful Function**: Reserved.
g. **Termination of DBE Notification Requirement:** Reserved.
h. **Remedies:** Contractor's failure to comply with these DBE Provisions and the requirements of 49 CFR Part 26 may result in one or more of the following administrative actions as deemed appropriate by Agency: non-compliance documented in Agency's evaluation of Contractor performance, a corrective action plan prepared by Contractor, Agency withholding of retainage, suspension of work, reporting of non-compliance to the Federal System for Award Management ("SAM") available at https://sam.gov/SAM/, any other remedies provided under the Contract.
i. **Information/Questions:** The DBE program is administered by the ODOT Office of Engagement and Civil Rights ("OECR"). Questions related to the DBE Program may be sent via email to ocrinforequest@odot.oregon.gov or otherwise directed to: Oregon Department of Transportation Office of Engagement and Civil Rights, ODOT Materials Laboratory Building, 800 Airport Road SE, Rm 61, Salem, OR 97301; Phone: 503-986-4350.
j. **Directory of Certified Firms:** Reserved.

Related Web Sites:

All forms, documents and CFRs referenced or linked in these DBE Provisions are available on line at:

- **Forms:** https://www.oregon.gov/ODOT/Business/OCR/Pages/Forms.aspx
- **Documents:** https://www.oregon.gov/ODOT/Business/OCR/Pages/Disadvantaged-Business-Enterprise.aspx
- **49 CFR Part 26:** https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=34ea04c7ed3d45b0e41f82a5646f1c15&rgn=div5&view=text&node=49:1.0.1.1.20&idno=49
- **Interim Final Rule,** 90 Fed Reg 47,969 (2025): https://www.transportation.gov/mission/civil-rights/disadvantaged-business-enterprise/DBE-IFR-10-03-2025.

Acronyms & Definitions Applicable to Exhibit E.1

APM	ODOT's or local agency's Project Manager
CFR	Code of Federal Regulations
CUF	Commercially useful function
DBE	Disadvantaged Business Enterprise
OECR	ODOT Office of Engagement and Civil Rights
ODOT	Oregon Dept. of Transportation
RFP	Request for Proposals
SSUR	Subcontractor Solicitation and Utilization Report
USDOT	United States Department of Transportation

EXHIBIT F – SPECIAL TERMS & CONDITIONS

Provisions in this Exhibit F are in addition to and do not supersede the terms and conditions set forth in the Contract.

1. **NEPA Decision Documents and Final Design.** Agency is not obligated to proceed with final design for any alternative; all reasonable alternatives will be evaluated and given appropriate consideration, and the Consultant under the Contract may not proceed with final design until the relevant NEPA decision documents have been issued.

2. **NEPA Document Objectivity.** If Agency concludes, at any time during the term of this Contract, that the Environmental Impact Statement, Environmental Assessment or Categorical Exclusion (as applicable) was not prepared with objectivity in accordance with 23 USC 112 (f), the Consultant shall not be eligible to complete the remaining tasks associated with this Contract.

[Use this Exhibit to include any special provisions or requirements of the LPA, provided the special provisions are not in conflict with Federal regs, FHWA policy or directive, or State laws. **Submit any special provisions to OPO for a one-time approval before using.**

- No requirements regarding utilization of local firms, MWESBs or other firms certified under ORS 200.055 are allowed per FHWA.
- Citations from ORS 279B are not applicable and may not be included
- Citations related to overtime pay are not applicable to consultants (overtime should be charged to overhead).

EXHIBIT G - RESERVED

EXHIBIT H - RESERVED

EXHIBIT I – ERRORS & OMISSIONS (E&O) CLAIMS PROCESS

E&O CLAIMS PROCESS

The goals of the E&O claims process are to:

- Identify E&O issues and associated costs early
- Require timely notification to the Consultant of problem issues
- Establish a requirement to work together to correct, mitigate, or minimize the effects on the construction project's quality, schedule and budget and
- To identify associated costs when the standard of care has not been met and provide resolution of responsibility for "Premium" Costs incurred.

The process is focused on resolving issues at the lowest possible administrative levels in a spirit of collaboration. If the Agency Contract Administrator (CA) cannot reach resolution with the Consultant regarding E&O issues, however, the CA may request a standard of care determination from the Chief Engineer.

Procedure for resolution of disagreements

GENERAL

When either Party discovers or determines actions, omissions, or deliverables by the other Party to be incorrect or outside the terms of the contract, the following steps shall be followed:

- Provide oral and written notice of the issue (email, fax, or hard copy) to the other Party,
- Consultant shall provide CA requested records and documents pertaining to the issue and will participate in a technical review committee to determine if standard of care was met, at the request of the Chief Engineer.
- Work together to correct, mitigate or minimize the effects of the issue
- When the standard of care has not been met, work together to determine responsibility for any Premium Costs incurred as a result of the issue

INITIAL VERBAL NOTICE AND WRITTEN LETTER OF CONCERN

When either Party discovers or determines actions, omissions, or work products by either Party to be incorrect or outside the terms of the Contract, the discovering Party shall give timely oral notice and a written Letter of Concern to the other Party.

If the Consultant disagrees with any written or oral order of the Agency that in the opinion of the Consultant would entitle the Consultant to additional compensation, the Consultant shall provide oral notice and written Letter of Concern to the CA within seven (7) days of receiving the order from the Agency. The Letter of Concern must include an explanation of why the Consultant believes the requirements of the oral or written order are outside of the agreed scope of services. The CA shall acknowledge in writing receipt of the Consultant Letter of Concern.

If the Agency believes the Consultant has not performed with the required Standard of Care, the Agency shall provide the Consultant oral notice and written Letter of Concern. The Consultant shall acknowledge in writing receipt of the Agency's Letter of Concern and provide to the Agency all project related requested information.

INFORMATION EXCHANGE AND RESOLUTION MEETING

The Consultant and CA shall meet within seven (7) calendar days of sending or receiving a Letter of Concern, or on a mutually agreed, to discuss the issue of concern and provide to the CA all requested information pertaining to the issue.

The primary purpose of this meeting is to determine how, at the Agency's sole discretion, to correct, mitigate, or minimize the effects of the issue, including impacts of the issue on the construction

project's work quality, schedule, and costs.

Following the Agency's determination of the appropriate corrective action, the Consultant and the CA shall work together to resolve responsibility and corresponding Premium Costs related to the issue.

If the CA is unable to reach satisfactory resolution of responsibility and corresponding Premium Costs with the Consultant, the CA will request the Chief Engineer to initiate an internal review.

CLAIMS PROCEDURE

The Agency, upon request of the CA and at the discretion and direction of the Chief Engineer, will undertake an internal review for the purpose of determining if the standard of care was met. The Consultant will cooperate with the internal review as requested.

If the Chief Engineer determines that standard of care has been met, then all parties are to continue to work together to correct, minimize or mitigate effects of the issue and it is the Agency's responsibility to cover Premium Costs.

If the Chief Engineer determines that standard of care has not been met, then Cost Evaluation and Recovery will be pursued.

The Agency may, at any time during the course of this Contract, and up to the time allowable by law following the final payment for any work on the contract, present the Consultant with a Claim for actual damages incurred due to any disagreement concerning standard of care issues and all subsequent damages suffered by the Agency arising from such issues.

COST EVALUATION AND RECOVERY

The Premium Costs incurred by the Agency and/or construction project resulting from the Consultant's failure to meet the standard of care will be evaluated and quantified. Any extenuating or mitigating factors in relation to cost recovery, such as limitations on fee and scope of services, time constraints for performance of services, unforeseen or changed conditions, third party requirements, responsibility and comparative fault of other parties, or other circumstances or constraints affecting the Consultant's performance will be considered.

Utilizing cost information generated by the Agency's internal investigation, the CA will meet with the Consultant in an attempt to reach agreement for resolution of responsibility and corresponding Premium Costs. If resolution is not reached, then the Chief Engineer or designee will meet with the Consultant and pursue one of all of the following actions:

- Negotiate a resolution with the Consultant
- Agree with the Consultant to share equally the cost to jointly present the issue to a creditable, neutral third party panel to obtain a non-binding recommendation
- Pursue other Alternate Dispute Resolution methods as agreed to with the Consultant, or
- Escalate the issue to litigation.

ALTERNATE METHODS OF RECOVERY

When the parties reach agreement on cost recovery for a failure to meet the standard of care determination, the Consultant may make restitution to the Agency in the following methods as agreed to by both Parties:

- Making direct payments to the Agency
- Correcting the deficient services
- Re-performing the deficient services
- Forfeiting payments for other services on other Agency Contracts
- Providing in-kind services at no cost to Agency
- Utilizing other methods acceptable to both parties

Documentation
The CA or designee shall document the contract file with all correspondence, notices, meeting notes and Letters of Concern related to E&O issues, claims, or potential claims. The file must include a written statement summarizing the findings of the claims process and the outcome, including:

- The determination of whether or not the Consultant met Contract requirements and met the standard of care;
- The determination of responsibility and whether there were mitigating circumstances beyond the reasonable control of the Consultant;
- The determination of whether or not the work requested by the Agency was within the scope of services of the Contract;
- If the Consultant was not required to correct deficiencies at no cost to the Agency, provide the reasons for that decision.
- A record of negotiation for any negotiated settlement subject to the rules regarding confidentiality of mediations in OAR 731 division 001.

DEFINITIONS

CA – Agency's Contract Administrator overseeing the consultant contract and deliverables.

Agency TI – Agency Technical Investigator. A Agency manager familiar with the technical discipline at issue who independently reviews records and interviews personnel pertinent to the claim to determine if the standard of care was met.

Consultant – Private Sector entity, which has entered into a Contract with the Agency to provide Architectural or Engineering services and which employs, or engages the services of, the Professional of Record.

Contract – The project specific Contract between Agency and Consultant.

Error – Plan or specification details or contract administration actions which are incorrect, conflicting, insufficient or ambiguous

E&O – Errors and Omissions

Omission – The plans or specifications or contract administration actions are silent on an issue that should otherwise be addressed in the documents

Parties – Refers to Agency and Consultant collectively

Party – Refers to Agency and Consultant separately

Premium Costs – The additional costs incurred by the Agency and/or a construction project which result from the Consultant's failure to meet the Standard of Care. Premium Costs are dollar amounts paid for non-value added work. Premium costs are not reimbursed by the federal government on federal aid projects. Delays, inefficiencies, rework, or extra work as shown below, caused by the Consultant's failure to meet the standard of care, will be considered as non-value added work. Non-value added work can occur in three distinct situations:

- Work delays or inefficiencies.
  The Premium Costs are the total delay/inefficiency damages paid to the construction contractor.

- Rework
  The Premium Costs are the dollar amount of the original items of work that have to be

removed and the costs to remove these items.

- Extra Work
  The Premium Costs are computed as the net difference between the final agreed prices paid to the construction contractor and what the cost would have been had the extra work been included in the original bid at letting.

Standard of Care – For the standard of care that applies to your project, refer to the standard of care language included in the Contract for the project.

TRC – Technical Review Committee. A committee convened by the Agency Chief Engineer, chaired by the Agency TI and staffed by at least 3 technical experts chosen by the Agency TI from a list of Agency, ACEC and other technical experts. The committee is charged with reviewing records and interviewing personnel pertinent to the claim to determine if standard of care was met.

EXHIBIT J – CONTACT INFORMATION and KEY PERSONS

1. **Party Contact Information.**

a.1 * Agency's **Project Manager (APM)**

Name:	Scot Tencza
Ph:	503.588.7919
E-mail:	stencza@co.marion.or.us

a.2 *: Agency **Contract Administrator for contractual matters:**

Name:	Alicia Jones
Ph:	503.373-4320
E-mail:	ajones@co.marion.or.us

a.3 Agency's **address for invoicing:**

Mailing Address:	Marion County Public Works 5155 Silverton Road NE, Building 1 Salem, OR 97305 Attn: Jeniffer Scales
E-mail:	pwap@co.marion.or.us

b. **Consultant's Project Manager (PM) for this Contract is:

Name:	Cameron Grile
Ph:	503.499.0398
E-mail:	Cameron.Grile@deainc.com

c. Consultant's remit address for payments and contact for billings:

Name:	Stephanie Yutzie
Address:	David Evans and Associates, Inc. P O Box 511777 Los Angeles, CA 90051-1777
Ph:	503.480.1348
E-mail:	Stephanie.Yutzie@deainc.com

* Agency may change the Contract Administrator or Project Manager designation by promptly sending written notice (e-mail acceptable) to Consultant.
**Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by Agency.

2. Key Persons

Consultant acknowledges and agrees that Agency selected Consultant, and is entering into the Contract because of the special qualifications of Consultant's key personnel ("Key Persons" or "Key Personnel"),

which may include specific staff agreed to during Contract negotiations. In particular, Agency, through the Contract is engaging the expertise, experience, judgment and personal attention of the Key Persons identified in the Contract.

Each Key Person shall not delegate performance of any management powers or other responsibilities he or she is required to provide under the Contract to another of Consultant's or subconsultant's personnel without first obtaining the written consent of Agency. Further, Consultant shall not re-assign or transfer any Key Person to other duties or positions such that the Key Person is no longer available to provide Agency with their expertise, experience, judgment, and personal attention according to any schedule established under the Contract without first obtaining Agency's prior written consent to such re-assignment or transfer. Notification of request to change a Key Person shall be in writing (via e-mail or other form as may be required by Agency.) Throughout the term of the Contract, Consultant shall provide updated information (if requested by Agency) to demonstrate the continuing qualifications of any staff working on Agency projects, including those approved as Key Persons.

In particular, Agency, through the Contract is engaging the expertise, experience, judgment and personal attention of the following Key Persons:

Name	Role
Cameron Grile	Project Manager
Dan Iliyn	Roadway Lead
Brett Karnes	Structural Lead
Loren Stucker	Environmental Lead
Gordon Wilson	Survey Lead

3. Reassignment or Transfer of Key Person

In the event Consultant requests that Agency approve a reassignment or transfer of a Key Person:

- Consultant shall provide a resume for the proposed substitute demonstrating that the proposed replacement has qualifications that are equal to or better than the qualifications of the person being replaced.
- Agency shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person.
- Any substitute or replacement for a Key Person must be approved in writing (e-mail acceptable) and shall be deemed to be a Key Person under the Contract.

Consultant agrees that the time/costs associated with the transfer of knowledge and information for a Key Person replacement is not a cost borne by Agency and shall not be billed to Agency. This includes labor hours spent reviewing project documentation, participation in meetings with personnel associated with the Contract/project, and participating in site visits to become familiar with the project.

EXHIBIT K – Marion County Requirements for Non-Federal Entity Contracts

Section 1: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Consultant must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for

all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Consultant must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323. Procurement of recovered materials.

(K) See § 200.216. Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322. Domestic preference for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Section 2: Additional Requirements for Non-Federal Entity Contracts

1. Audit Requirements

- Consultants must comply with the federal regulations set forth in 2 CFR §200.5XX Subpart F.
- Consultant must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law as set forth in 2 CFR §200.501(h).
- If Consultant expends federal awards in excess of $1,000,000 in a fiscal year, Consultant is subject to audit conducted in accordance with the provisions of 2 CFR §200.5XX Subpart F. Copies of all audits must be submitted to the Agency within 30 days of completion.
- Consultant must save, protect and hold harmless the Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Consultant acknowledges and agrees that any audit costs incurred by Consultant as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Consultant and the Agency.

2. System for Award Management - 2 CFR Part 25 - Consultant must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Consultant must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the Agency) the unique entity identifier required for SAM registration.

3. Whistleblower Protection Act - 2 CFR § 200.217 - Consultant must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Consultant must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

4. Recordkeeping Requirements - Consultant must maintain records and financial documents for five years after all funds have been expended or returned to the Agency. The Agency may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Consultant must agree to provide or make available such records to the Agency upon request, and to the Government Accountability Office (“GAO”), U.S. Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

6. Civil Rights Compliance - Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964

(Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Consultant's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Consultant's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Consultant implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

7. Real Property, Equipment and Other Capital Expenditures - Agency shall, and shall cause its Consultants to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/04/2026

Department: Public Works

Title: Subrecipient Agreement PW-7192-26 - Mill City Pump Station

Management Update/Work Session Date: 10/06/2026 **Audio/Visual aids** ☐

Time Required: 5 min **Contact:** Brian Nicholas **Phone:** x7944

Requested Action:
Approve the Oregon Housing and Community Services (OHCS) Community Development Block Grant–Disaster Recovery (CDBG-DR) Subrecipient Grant Agreement with Mill City in the amount of $800,000 for the Mill City Pump Station Project.

Issue, Description & Background:
Oregon Housing and Community Services (OHCS) awarded Marion County a grant (No. 9269) utilizing Community Development Block Grant–Disaster Recovery (CDBG-DR) funds for the Mill City Pump Station Project. Under this award, Marion County is expected to execute a subrecipient agreement with the City of Mill City, designating Mill City as the responsible entity for the construction and implementation of the project. Marion County maintains oversight to ensure that Mill City fulfills all contractual and federal program requirements associated with the project.

Financial Impacts:
This is 100% funded through Grant Agreement No. 9269 between Marion County and Oregon Housing Community Services.

Impacts to Department & External Agencies:
There are no financial impacts to Marion County Departments.

List of attachments:
Subrecipient Agreement PW-7192-26

Presenter:
Brian Nicholas

Department Head Signature:
BNicholas
Digitally signed by BNicholas
Date: 2026.09.28 09:58:33 -07'00'

Contract Review Sheet

Grant Agreement **PW-7192-26**

Title: **Subrecipient Agreement - Mill City Pump Station**

Contractor's Name: **City of Mill City**

Department: **Public Works Department** Contact: **Alicia Jones**

Analyst: **Kathleen George** Phone #: **-4320**

Term - Date From: **Execution** Expires: **February 2, 2029**

Original Contract Amount: **$ 800,000.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 800,000.00** Amd% **0%**

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

Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)**

Description of Services or Grant Award

Oregon Housing and Community Services (OHCS) awarded Marion County Grant No. 9269 utilizing Community Development Block Grant–Disaster Recovery (CDBG-DR) funds for the Mill City Pump Station project. Under this award, Marion County has executed a subrecipient agreement with the City of Mill City, designating Mill City as the responsible entity for the construction and implementation of the Mill City Pump Station. Marion County maintains oversight to ensure that Mill City fulfills all contractual and federal program requirements associated with the project.

Desired BOC Session Date: **11/4/2026** Contract should be in DocuSign by: **10/14/2026**

Agenda Planning Date **10/22/2026** Printed packets due in Finance: **10/20/2026**

Management Update **10/20/2026** BOC upload / Board Session email: **10/21/2026**

BOC Session Presenter(s) **Brian Nicholas** Code: **Y**

REQUIRED APPROVALS

	10/12/2026		10/12/2026
Finance - Contracts	Date	Contract Specialist	Date
	10/13/2026	Jan Fritz Jan Fritz (Oct 13, 2026 14:30:16 PDT)	10/13/2026
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY
SUBRECIPIENT AGREEMENT
2025 COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR) FUNDS

This Subrecipient Grant Agreement No. PW-7192-26 (this "**Agreement**") is entered into on the Effective Date (as hereinafter defined) by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and the **City of Mill City,** a *unit of local government* of the State of Oregon, hereinafter referred to as "**Subrecipient**". County and Subrecipient may be jointly referred to herein as the "Parties" or, individually as a "Party".

RECITALS

A. Pursuant to Public Law (P.L.)117-43 and the Federal Register Notice dated February 3, 2022 at 87 FR 6364, the U.S. Department of Housing and Urban Development ("**HUD**") through the Oregon Housing and Community Services Department ("**OHCS**") awarded $34,066,745 in Community Development Block Grant Disaster Recovery ("**CDBG-DR**") funds to the **County** (the "**OHCS Award**") for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in OHCS' Action Plan that was approved by HUD (the "**Action Plan**").

B. For the Subrecipient's delivery of certain Program Activities, County is sub awarding a portion of the OHCS Award to the Subrecipient in an amount not to exceed **EIGHT HUNDRED THOUSAND DOLLARS ($800,000.00)** (the "**Grant**" or the "**Grant Amount**"), subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the Parties hereby agree as follows:

0. ATTACHMENTS

This Agreement includes the following Exhibits which are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that nothing in the Exhibits will be deemed to modify the express provisions hereinafter set forth.

Exhibit A: Allowable Program Activities and Program Requirements
Exhibit A.1: Mill City Water Pump Station (Project)
Exhibit B: Insurance Requirements
Exhibit C: Federal Grant Award Information
Exhibit D: HUD General Provisions and other Federal Statutes Regulations, and Requirements

Exhibit E: Special Terms and Conditions - RESERVED
Exhibit F: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
Exhibit G: Federal Funding Accountability and Transparency Act (FFATA) Certification
Exhibit H: Approved Project Budget and Schedule
Exhibit I: OHCS/CDBG-DR PIER Training Requirements
Exhibit J: CDBG-DR Subrecipient Manual Version 1.1
Exhibit K: CDBG-DR Reporting Requirements Form
Exhibit K.1: Performance Report
Exhibit L: PIER Subrecipient Invoice Coversheet
Exhibit M: Executed Grant Agreement #9269 between OHCS and Marion County
Exhibit N: Marion County Subrecipient Risk Self-Assessment

In the event of a conflict between two or more provisions within any of the documents comprising this Agreement, the language in the provision with the highest precedence will control. The precedence of each of the documents comprising this Contract is in the order as listed above.

1. TERM

This Agreement shall become effective when all Parties have executed this Agreement and all necessary approvals have been obtained (the "Effective Date") and expires on January 1, 2029 (the "Expiration Date"), unless otherwise terminated as provided in this Agreement or extended as required below. Subrecipient's performance of the Program Activities described in Exhibit A may start July 1, 2025 (the "Pre-Award Cost Date") and shall be governed by the terms and conditions herein, and such expenses incurred by Subrecipient may be reimbursed in accordance with this Agreement, once this Agreement is in effect. To the extent that the Subrecipient desires to extend the Term, a request for an amendment must be sent in writing to the County forty-five (45) calendar days prior to the Expiration Date outlining the reasons for the delay and specify the request for additional time needed.

2. PROJECT TO BE PERFORMED

Subrecipient shall complete the project described in Exhibit A.1, Mill City Water Pump Station (Project) in accordance with the terms and conditions of this Agreement, the Program Requirements, all exhibits which are hereby incorporated, and other applicable law whether or not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, in a satisfactory manner as determined by County.

Changes to the Project by the Subrecipient shall require the prior written approval of County. Requests for and justification of any change must be submitted in writing to the County and approved in writing by the County prior to commencement of the requested change.

3. GENERAL REQUIREMENTS

3.0. The Subrecipient shall conduct, in a satisfactory manner as determined by County, Allowable Program Activities and Program Requirements (Exhibit A) for emergency relief in the Impacted Area as defined in Exhibit A. The Subrecipient shall perform all requirements in accordance with the terms of this Agreement and all exhibits, which are hereby incorporated.

3.1. The Subrecipient shall prepare and submit to County all required project(s) documentation in accordance with Exhibit A. County reserves the authority and discretion to review and require revisions before approving the use of funds for project implementation.

3.2. The Subrecipient may only carry out the roles and responsibilities described in this Agreement.

3.3. The Subrecipient is prohibited from charging to Grant the costs of ineligible activities, including those described at 24 C.F.R. 570.207, unless waived or made eligible by applicable Federal Register Notice, from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying. The Subrecipient may be financially liable for the carrying out of activities outside the parameters of the Program or the contemplated Program Requirements (as defined in Exhibit A).

4. PERFORMANCE MONITORING AND REPORTING

4.1. Monitoring.

4.1.1 County shall monitor the performance of the Subrecipient as necessary to ensure that the funds allocated to the Subrecipient are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement, including the timeframes and performance goals associated with the activities under this program.

4.1.2 The review shall include review of financial and performance reports required by County and Oregon Housing and Community Services Department (OHCS); following up and ensuring that the Subrecipient takes timely and appropriate actions on all deficiencies pertaining to the Federal award provided to the Subrecipient from County detected through audits, on-site monitoring and other means; and issuing a management decision for audit finding pertaining to the Subrecipient from County as required by 2 C.F.R 200.521.

4.1.3 Substandard performance, defined as a performance that falls short of the standard expected of the Subrecipient, will constitute noncompliance, and may be suspended or terminated as described in Section 8.1 of this agreement.

4.1.4 If action to correct such substandard performance is not taken by the Subrecipient within a mutually agreed timeline, County may impose additional conditions, disallow all or part of the cost of the activity or action not in compliance, or initiate other remedies for noncompliance, as appropriate and permitted under 2 C.F.R Part 200.339.

4.2. Reporting.

4.2.1 The Subrecipient shall complete and submit a monthly report in the form of Exhibit K.1 by the 8th of each month for the previous month for the project, unless otherwise agreed by County. The report must be submitted in the form and with the content specified and required by OHCS. County shall notify the Subrecipient in writing of the guidelines and requirement applicable to submittal of each project's performance report, and such notification will be deemed incorporated by reference to this Agreement

4.2.2 The Subrecipient shall provide County with a final project report upon completion of the project. It is expressly understood and agreed by the Parties that if the Subrecipient fails to submit to County in a timely and satisfactory manner any report required by this agreement, County may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Subrecipient. If County withholds such payments, it shall notify the Subrecipient in writing of its decision and the reasons, therefore. Payments withheld pursuant to this paragraph may be held by County until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.

4.2.3 The Subrecipient is required to immediately report to County any incident of criminal misapplication of funds associated with this agreement.

4.3. Subrecipient Noncompliance

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require special conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

4.4. Subrecipient Shall Monitor Its Subcontractors

4.4.1 The activities of any Subcontractor shall be monitored to ensure that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific Program Requirements, and that performance goals are achieved as specified in the Project.

4.4.2 Subrecipient shall monitor its Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this Agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors' records and perform onsite visits to monitor the activities and expenditures as is reasonable to ensure compliance with applicable CDBG-DR Program Requirements or as otherwise directed by the County, but in no case not less than at least once during the term of this Agreement.

5. GRANT FUNDS AND DISBURSEMENT

5.1. Budget. The Subrecipient shall complete all activities in Exhibit A.1 of this Agreement in accordance with the approved project budget as stipulated in Exhibit H and attached hereto. County may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide any requested supplementary budget information in the form and content prescribed by County. Any amendment to the budget must be approved in writing and signed by County, OHCS and the Subrecipient.

5.2. Budget Changes. Subrecipient may make changes to any budget category amounts up to 10% of the total award amount per line item with the approval of County so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected as determined by County. Such changes to the budget must be approved in writing and signed by County and the Subrecipient. Amendments are required for any other budget changes.

5.3. Working Capital Advance. If lacking sufficient working capital, the Subrecipient can request a Working Capital Advance to cover anticipated initial expenses. After the initial period, the Subrecipient will receive funds on a reimbursement basis. In its request to County, the Subrecipient must provide documentation demonstrating financial need. The Subrecipient must also maintain, or demonstrate the willingness to maintain, both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Working Capital Advance payments to the Subrecipient must be limited to the minimum amounts needed for the initial period and be timed to be in accordance with the estimated, immediate cash requirements of the Subrecipient in carrying out the purposes of the grant as described in this Agreement. The timing and amount of Working Capital Advance payment must be as close as is administratively feasible to the actual disbursements by the Subrecipient for allowable grant direct costs and the proportionate share of any allowable indirect costs. Working Capital Advance fund payments are at OHCS's sole discretion and will be made only as close as is administratively feasible to the actual use by the Subrecipient for applicable direct or indirect Project costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Requirements.

5.4. Cash Advance. If the Subrecipient has insufficient cash flow to cover the costs of administering this agreement, then cash advances may be requested. This method transfers CDBG-DR funds to the Subrecipient to meet obligations before actual cash disbursements have been made. The services are rendered, costs are incurred, but the invoice received (or expected) has not been paid. Cash advances are considered expended by HUD and do not require an interest-bearing account. These funds will need to be substantiated with supporting documentation within a reasonable timeframe. Upon receipt of the cash advance, the Subrecipient will pay the invoice within three (3) days to be compliant with the federal Cash Management Improvement Act and OHCS' timely expenditures policy. As an additional financial safeguard, County and OHCS may require Subrecipient to deposit any amount exceeding $25,000.00 into an interest-bearing account if the funds are not utilized within three (3) business days of receipt.

5.5. Indirect Costs. Indirect costs may be charged to County, under a negotiated indirect cost rate agreement with a federal cognizant agency, a de minimis indirect cost rate (for applicable entities) or indirect cost proposal prepared and approved prior to the charging to the grant, in accordance with 2 C.F.R. Part 200, Subpart E, as approved by County and OHCS in writing.

5.6. Program Income. The Subrecipient shall notify County, within twenty-four (24) hours of receipt of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income, as defined at 24 C.F.R Part 570.500 generated by activities carried out with Grant funds must be returned to County if retention of such is not previously approved, in writing, by County and OHCS. Program Income is subject to all applicable CDBG-DR laws, regulations and OHCS policies and procedures for so long as it exists. All program assets, other than Program Income (property, equipment, etc.) will revert to County upon the termination of this Agreement in accordance with applicable Federal laws, regulations, HUD Notices, policies and guidelines. County will notify the Subrecipient in writing of the applicable procedures for the return or reversion of Program Income and Program Assets to County, as applicable to the activities.

5.7. Request for Reimbursement. The Subrecipient is authorized to submit pre-award costs incurred from the Pre-Award Cost Date to the Effective Date of this Agreement for reimbursement. The Subrecipient shall submit to County request for reimbursements of activities under this Agreement and consistent with the approved budget and scope of work for the project, by the 8th of the month, for the previous month, unless otherwise agreed by the County. Each Request for Reimbursement must be broken down into requested reimbursements against the budget line items associated with the individual approved budget for the project. The Subrecipient shall submit Request for Reimbursements to the County, on the form (Exhibit L) and with the content specified and required by OHCS. The request for Reimbursements must be submitted with all documents necessary to justify the payment or any other supporting documents requested by County. Documentation must be provided by Subrecipient demonstrating that all vendor procurements for which payment is requested have been made in accordance with this Agreement, unless such a vendor procurement record has already been provided to County. If County determines that the submitted Request for Reimbursement and supporting documents are acceptable, then the invoice must be approved for payment. County will be responsible for submitting the draw requests to OHCS and will notify Subrecipient when funds are available for all reimbursements. All backup documentation (invoices, timesheets, etc.) shall be submitted with the request for reimbursement. The County reserves the right to conduct any audit it deems necessary. If County determines that any completed grant activities or documentation are not acceptable and that any deficiencies are the responsibility of Subrecipient, County shall prepare a written description of the deficiencies and will deliver such notice to Subrecipient. The Party shall correct any deficiencies at no cost to County.

5.8. Cash Management. In accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, the Subrecipient shall

limit any request for funds to the minimum amount needed to accomplish its described purposes and to time the requests in accordance with the actual, immediate requirements in carrying out Grant programs to be funded through Request for Funds.

6. UNALLOWABLE COSTS - LOBBYING ACTIVITIES, RELIGIOUS ACTIVITIES

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting using funds provided herein or personnel employed in the administration of the Program for lobbying and related activities whether in 2 CFR 200, or otherwise, as such provisions may be modified from time to time. The subrecipient shall comply with the provisions prohibiting using funds provided herein or personnel employed in the administration of the Program for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. If Subrecipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, the County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

7. DISALLOWANCE OF COSTS

The County neither is responsible for, nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by the County except for costs incurred by Subrecipient solely due to the willful misconduct or gross negligence of the County, its employees, officers, or agents. If a cost is disallowed by the County after reimbursement has occurred, Subrecipient shall repay all disallowed costs to the County upon written notice within the time frame specified by the County, which in no event shall exceed thirty (30) days.

Subrecipient shall cooperate and shall cause its Subcontractors to cooperate with the County and all appropriate investigative agencies and shall assist in recovering invalid payments.

8. SUSPENSION OR TERMINATION

8.0. Nonperformance Standard. If at the end of the six (6) months from the Effective Date, as defined in Section 1, of this Agreement, the Program activity has not begun or at any time during the term the Program activity has not accomplished the performance objectives set forth by County and OHCS, County may, at its sole discretion, terminate this Agreement, de-obligate funds made available under this Agreement, and/or recapture funds previously expended by the Subrecipient under this Agreement from non-federal funds. No extensions of this Agreement will be granted unless the Subrecipient can

document circumstances beyond its control that prevented start of the activities. County and OHCS shall review the properly filed and documented circumstances which are alleged to have prevented initiation of activity and exclusively reserves the right to decide if an extension is warranted, relative to the reasons stated as well as the prevailing circumstances.

8.1. Termination. The County may immediately terminate this Agreement in whole or in part upon written notice to the Subrecipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subrecipient, whether directly by Subrecipient or through one or more of its agents, subcontractors, successors, or assigns, as determined by the County in its sole discretion.

8.1.1 County may terminate this Agreement, in whole or in part, upon 30 calendar days' written notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but not limited to) the following:

8.1.1.1 Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.

8.1.1.2 Failure for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.

8.1.1.3 Ineffective or improper use of Grant funds provided under this Agreement

8.1.1.4 Funding appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated.

8.1.1.5 Any certification, license or certificate required by law to be held by Subrecipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed.

8.1.1.6 Subrecipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy.

8.1.1.7 Subrecipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any Federal or State department or local government, including the County.

8.1.1.8 Submission by the Subrecipient to County of reports that are incorrect or incomplete in any material respect

8.1.1.9 Continuing to provide misinformation to applicants or the public regarding allowable recovery activities under the Programs after receiving notice from County that identifies the misinformation previously provided.

8.1.2 Subrecipient may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;

8.1.2.1 The County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;

8.1.2.2 The County provides one or more material directives which are contrary to Federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law.

8.1.3 County shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination will take effect and any other notifications required under 2 CFR Part 200.339 through 200.343. Upon termination, County reserves the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to County any improper expenditures no later than thirty (30) calendar days after the date of termination.

8.1.4 Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Subrecipient obtain prior approval from the County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.

8.1.5 Notwithstanding the above, or any termination thereunder, neither Subrecipient nor the County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. The County may withhold any reimbursement to Subrecipient in the amount of compensation for damages due the County from Subrecipient (as estimated by the County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.

8.1.5.1 In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subrecipient under this Agreement shall be delivered to the County within sixty (60) days of the date of termination or upon such date as requested by the County.

8.1.6 Termination of this Agreement shall not impair or invalidate any remedy available to the County or to Subrecipient hereunder, at law, or otherwise.

8.1.7 County may, at its sole discretion, allow the Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost

Principles, and any other applicable State or Federal statutes, regulations, or requirements.

8.1.8 This Agreement may be terminated in whole or in part by either County or the Subrecipient or based on agreement by both Parties in accordance with the requirements in 2 CFR Part 200.339 through 200.343.

9. CONFLICT OF INTEREST

Subrecipient understands and agrees it must maintain a Conflict-of-Interest Policy consistent with 2 CFR 200.318(c) and outlines the process for disclosing in writing any potential Conflict of Interest. Any perceived or actual Conflict of Interest must be reported to the County in a timely manner in accordance with 2 CFR 200.112.

10. NO THIRD-PARTY BENEFICIARIES

The County and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

11. REMEDIES

11.0. If the County determines, in its sole discretion, that Subrecipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Subrecipient's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.

11.1. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Subrecipient's remedies provided under this Agreement, by law, or otherwise, but Subrecipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

11.2. No failure or delay by the County to enforce any provision of this Agreement shall constitute a waiver by the County of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power, or privilege.

11.3. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

12. CONTRIBUTION

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

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

12.2. With respect to a Third-Party Claim for which the Subrecipient is jointly liable with the State (or would be if joined in the Third-Party Claim), the Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Subrecipient on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Subrecipient on the one hand and of the State on the other hand shall be determined by reference to, among other things, the

Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

12.3. The Subrecipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the County and its officers, employees and agents ("**Indemnitee**") 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 the Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor, including Subcontractors ("**Claims**"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

13. PREVAILING WAGE REQUIREMENTS

13.0. Subrecipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815. Further, Subrecipient shall require its contractors and subcontractors to file separate public work bonds with the Construction Contractors Board, unless the contractor or subcontractor is exempt under ORS 279C.836 and OAR 839-025-0015.

13.1. When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

13.2. Notwithstanding 13.0 and 13.1 above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in 13.0 and 13.1 above.

13.3. When PWR applies, Subrecipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.

13.4. When PWR applies, Subrecipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project.

13.5. Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies)

14. SUBCONTRACTOR AGREEMENTS

14.0. The County shall approve all Subcontractors prior to Subrecipient entering into Subcontractor agreements. Subrecipient shall ensure all Subcontractors are selected through procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its Subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

14.1. Subrecipient shall require and cause that all its Subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subrecipient by the County and that the County shall not be liable to any of the Parties of that agreement or to other persons for directing that such agreement be terminated.

14.2. Subrecipient shall have a written contract with each Subcontractor that is listed in and consistent with the Subrecipient's Work that identifies:

14.2.1 The services that the Subcontractor must provide related to the project.

14.2.2 The laws and regulations with which the Subcontractor must comply under the terms of the Agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).

14.2.3 The Subrecipient's and the County' monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.

14.2.4 A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or of Subrecipient.

14.2.5 Subrecipient may enter into agreements with Contractors or Subcontractors (collectively, "Subcontracts") for performance of the Project.

14.3. Subrecipient shall take all reasonable steps to cause its Contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the County and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses 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 Subrecipient's Contractor or any of the officers, agents, employees or Subcontractors of the Contractor ("Claims"). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

14.3.1 Subrecipient shall include Exhibits B, C, D, E, and F on all procurement and contract documents and require all contractors or subcontractors to comply.

15. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given must be given in writing by personal delivery, email, or mailing the same, postage prepaid, or other written instrument, to the Subrecipient or County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination must be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed will be deemed given five (5) calendar days after mailing. Any communication or notice delivered by email will be deemed to be given when receipt of transmission is generated by the transmitting machine. Any communication or notice by personal delivery will be deemed to be given when actually delivered.

Marion County Public Works	City of Mill City
Brian Nicholas, Public Works Director	Stacie Cook, City Recorder
5155 Silverton Rd NE Bldg. 1	444 S 1st Avenue
Salem, OR 97301	Mill City, OR 97360
pwcontracts@co.marion.or.us	scook@ci.mill-city.or.us

16. RECORDS MAINTENANCE

Subrecipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Subrecipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of State and Federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

17. RECORDS ACCESS

The County, State of Oregon, U.S. Treasury, and to any oversight body, including but not limited to Government Accountability Office, Treasury's Office of Inspector General, or any applicable audit agencies of the U.S. Government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subrecipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the County who may take possession of them at any time after three (3) business days' notice to Subrecipient

or Subcontractor, as the case may be. Subrecipient or Subcontractor may retain copies of all records taken by the County under this Section.

In its Agreements with Subcontractors, Subrecipient shall require and cause its Subcontractors to comply with the requirements of Section 23 and to grant right of access to and ownership by the County of the Subrecipients' books and records related to this Agreement.

18. AUDITS

If Subrecipient expends $1,000,000 or more in Federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable Federal Regulations, if any.

19. MERGER CLAUSE

This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. No modification or amendment of this Agreement will bind either Party unless in writing and signed by the Parties (and the necessary approvals obtained), and no waiver or consent will be effective unless signed by the party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

County or the Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this Agreement, are approved by County, and are signed in writing by a duly authorized representative of County and the Subrecipient. Such amendments will not invalidate this Agreement, nor relieve or release County or the Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and the Subrecipient.

20. CONFIDENTIALITY

The Subrecipient shall and shall require and cause its subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such

information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

The Subrecipient shall and shall require and cause its subcontractors and vendors to adhere to the CDBG-DR Personally Identifiable Information Policy found on the ReOregon website at https://re.oregon.gov, as updated from time to time.

The Subrecipient shall and shall require and cause its subcontractors and vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

21. INSURANCE REQUIREMENTS

Subrecipient shall provide all necessary insurance, or self-insurance, as described in Exhibit B. Subrecipient shall require and ensure that each of its subrecipients and subcontractors complies with these requirements.

22. DUAL PAYMENT

The Subrecipient shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to Agency.

23. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

24. TIME IS OF THE ESSENCE

Time is of the essence in the performance of all under this Agreement.

25. NO LIMITATIONS ON ACTIONS OF THE COUNTY IN EXERCISE OF ITS GOVERNMENTAL POWERS

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of the County in the exercise of its governmental powers. It is the express intention of the Parties hereto that the County shall retain the full right and ability to exercise its governmental powers with respect to the Subrecipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall the County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

26. AMENDMENTS
This Agreement may be amended only by a written instrument executed by the Parties or by their successors.

27. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION
This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") involving County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. Grantee expressly consents to the *in personam* jurisdiction of such courts.

Notwithstanding the foregoing, County and the State of Oregon, as well as any other public-body party hereto, expressly reserve, and do not waive or limit 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.

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

29. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE
THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUBRECIPIENT.

The undersigned certifies under penalty of perjury both individually and on behalf of Subrecipient that:

29.0. The undersigned is a duly authorized representative of Subrecipient, has been authorized by Subrecipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subrecipient.

29.1. By signature on this Agreement for Subrecipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means all tax laws of this State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

29.2. To the best of the undersigned's knowledge, Subrecipient has not discriminated against and shall not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

29.3. Subrecipient is bound by and shall comply with all requirements, terms and conditions contained in this Agreement; and

29.4. Subrecipient further certifies to having a formal statement of nondiscrimination in employment policy.

SIGNATURE PAGE

Subrecipient, by execution of this agreement, hereby acknowledges that subrecipient has read this agreement, understands it, has the legal authority to bind, and agrees to be bound by its terms and conditions.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date

Authorized Signature:	Brian Nicholas Brian Nicholas (Oct 13, 2026 10:42:36 PDT)	10/13/2026
	Department Director or designee	Date
Authorized Signature:	Jan Fritz Jan Fritz (Oct 13, 2026 14:30:16 PDT)	10/13/2026
	Chief Administrative Officer	Date
Reviewed by Signature:		10/13/2026
	Marion County Legal Counsel	Date
Reviewed by Signature:		10/12/2026
	Marion County Contracts & Procurement	Date

CITY OF MILL CITY:

Authorized Signature: _____Date_____

Title: _____

EXHIBIT A

Planning, Infrastructure, and Economic Revitalization (PIER) Program
Infrastructure Allowable Program Activities and Program Requirements

1. Program Purpose

The Planning, Infrastructure, and Economic Revitalization Program (PIER) as outlined in the Action Plan allows for a wide range of CDBG-DR-eligible infrastructure, economic revitalization, and planning and mitigation activities (collectively, "Allowable Program Activities") for the Subrecipient's delivery of the Allowable Program Activities according to the Program Requirements. As described below, the Subrecipient will complete the specific project described in Exhibit A.1, a "Project" in accordance with this Agreement and the Program Guidelines (as defined in Exhibit D) (collectively, the "Program Requirements"). Projects under the PIER Program will address the unmet planning, infrastructure, and economic revitalization recovery and mitigation needs that fall within the Impacted Area.

2. Project Descriptions

Subrecipient shall complete the Project described in Exhibit A.1.

3. Allowable Program Activities

a) **Disaster Tie-Back or Mitigation:** Infrastructure Program Requirements and Projects must clearly relate to the recovery needs resulting from the 2020 Labor Day fires or to mitigate future disaster events in the Impacted Area. Program Requirements and Projects involving recovery activities must directly or indirectly relate to damage sustained by the 2020 Labor Day fires. Sample mitigation activities may be reconstruction of damaged public-use buildings or infrastructure. Program Requirements and Projects involving mitigation activities can be more forward looking and must reduce the expected loss of life or property in the face of identified natural hazards. Sample mitigation activities include applying ignition-resistant materials to public facilities, and other infrastructure projects that clearly result in increased resilience to future disasters.

b) **Eligible Activities:** Infrastructure projects must meet an eligible activity related to infrastructure as defined by the Housing and Community Development Act of 1974 (HCDA) Section 105 (a). The Subrecipient may use the Grant funds for the following eligible activities under the PIER Program. Housing Projects are not eligible under the PIER Program. Activities must be related to rebuilding or replacing impacted infrastructure and/or building infrastructure that will help communities recover or mitigate against current or future hazards. Examples of infrastructure activities include, but are not limited to:

- Repair, replacement, or relocation of damaged public facilities such as rehabilitation of schools, roads, publicly or nonprofit-owned utilities.
- Rebuild or build new public facilities or improvements such water or wastewater facilities, emergency communications systems, drainage improvements, and/or other projects that address specific current or projected hazards.
- FEMA PA or HMGP match, provided the FEMA-approved project meets all CDBG-DR eligible and applicable federal cross-cutting requirements.

4. Content of Project Files for Infrastructure Projects

The following items are required and shall be available as part of the project file for all infrastructure projects awarded PIER funding:

- **Project Proposal:** A comprehensive project proposal outlining the scope, objectives, initial Duplication of Benefits review, and budget of the infrastructure project. This document should include a detailed description of the proposed activities, timelines, and anticipated outcomes. If there are any changes to previously approved project or budget allocation, Subrecipient must obtain County approval.
- **General Compliance:** Documentation demonstrating the projects meets CDBG-DR National Objectives, and all relevant federal requirements including but not limited to Citizen Participation, Environmental Review, Procurement and Contracting, Labor Standards, Section 3, Uniform Relocation, Section 504, Affirmatively Furthering Fair Housing and other Civil Rights requirements, language access and all other requirements associated with CDBG-DR funding.
- **Citizen Participation Plan Requirements:** The subrecipient must conduct a public hearing pursuant to Section 508 of the Housing and Community Development Act to provide the public with a status of the funded activity and provide opportunity for public comment on the project.
- **Environmental Review:** Completion of an environmental review process to assess any potential environmental impacts of the project. This may involve conducting environmental assessments, obtaining necessary permits, and ensuring compliance with environmental regulations.
- **Procurement of Services:** Documentation detailing the procurement process for each procurement transaction covered by this agreement to ensure compliance with all applicable guidelines under 2 CFR Part 200 and ORS 279A, B and C.
- **Engineering and Design Plans:** Documents detailing engineering and design plans for the infrastructure project. All newly constructed infrastructure assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. These plans should also meet all relevant codes and

standards, and they should include specifications for materials, construction methods, and project components. All engineering and design plans must be signed by a licensed engineer.

- **Permitting and Approvals:** Documents demonstrating that the Subrecipient has obtained all necessary permits, licenses, and approvals required to initiate and complete the infrastructure project. This may involve coordination with local, state, and federal agencies, and compliance with zoning and land use regulations. All required permits must be obtained, and copies must be submitted and reviewed by the Subrecipient prior to the start of construction.
- **Wage Determination Selection:** The Subrecipient must obtain the current, applicable wage determination for the project. Wage determinations can be found on the SAM.gov website. (www.SAM.gov). The correct wage determination must be incorporated into the bid documents and included in all construction contracts. At least 10 days prior to the bid opening, the Subrecipient must verify that the wage determination is still current, and if necessary, provide a new wage determination if the previously issued wage determination has been modified.
- **Contractor Eligibility:** The Subrecipient must verify prior to signing any contracts that selected contractors and subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs. This verification can be completed by going to the SAM.gov website (www.SAM.gov).
- **Contract Documents:** The Subrecipient must include all required federal provisions in all contracts and subcontracts receiving CDBG-DR funds. A complete list of provisions can be found in the ReOregon CDBG-DR Subrecipient Manual, Chapter 5.
- **Construction and Implementation:** Documented execution of the infrastructure project according to the approved plans and specifications. This includes managing the construction process, ensuring quality control, and adhering to project timelines and budgets. Any changes to the original project scope must be reviewed prior to approval to document eligibility.
- **Labor Standards Compliance:** Documentation of compliance with federal labor standards provisions, including but not limited to, the Davis Bacon Act, The Copeland Anti-kickback Act, the Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, and the Federal Labor Standards Provisions (HUD Form 4010).
- **Certified Payroll Reports:** The subrecipient shall review weekly certified payroll reports to verify proper payment of prevailing wages for all employees at the site of work. Any discrepancies in the certified payrolls must be resolved and documented and where necessary document payment of restitution for any underpayment of wages.
- **On-Site Employee interviews:** The Subrecipient must conduct employee interviews to verify information submitted on the certified payroll reports.

- **Section 3 Requirements:** Documentation of compliance with the Section 3 requirements under 24 C.F.R. Part 75.
- **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA):** Documentation of compliance with URA requirements regarding the acquisition of any real property, including easements.
- **Monitoring and Reporting:** Regular monitoring and reporting on the progress and performance of the infrastructure project. This may involve site visits, inspections, and tracking key metrics to assess project outcomes and identify any issues or deviations from the original plan.
- **Performance and Financial Reporting:** Accurate and timely financial reporting, including documentation of all expenditures related to the infrastructure project.
- **Project Documentation:** Comprehensive documentation of all project activities, including contracts, invoices, change orders, and any other relevant records. This documentation should be organized and easily accessible for state and federal monitoring and audits purposes.
- **CDBG-DR required data:** as applicable to the type of infrastructure project, including but not limited to:
    - # of Public Facilities
    - # of Linear feet of public improvement
    - # of Elevated Structures
    - # of Acres of newly added or improved green space
    - # of Structures hardened against future flood events
    - # of Linear feet of water lines
    - # of Pump stations repaired/replaced
    - # of Linear feet of sewer lines
    - # of Non-residential buildings
- **Evaluation and Impact Assessment:** Conducting an evaluation and impact assessment of the completed infrastructure project to determine its effectiveness in meeting the intended goals and objectives.
- **Final plan and completed closeout:** complete the packet provided by County (OHCS packet).

5. Limitations Pending Environmental Clearance

Upon request from County and OHCS, Subrecipient shall coordinate and prepare all necessary information to allow OHCS to complete the Environmental Review for the Project(s) in compliance with 24 C.F.R. Part 58 regulation. The Subrecipient acknowledges that it has no legal claim to any amount of Grant funds for any Project under this Agreement until the

environmental review process is completed and approved by OHCS and HUD has issued the Authority to Use Grant Funds. The Subrecipient acknowledges that it will not begin any actions related to the project until the environmental review process is completed and Subrecipient has received written approval and Notice to Proceed from OHCS and County.

6. Program Management

Utilizing internal staff and/or procured professional services, the Subrecipient shall perform all required Program management services, including but not limited to the following roles and responsibilities:

a) Utilize and follow the CDBG-DR Subrecipient Manual as found on the OHCS website incorporated by reference and submit required forms as directed by County and OHCS.
b) Secure equipment, technology and workspace required to support program management operations for the project.
c) Ensure adequate staffing levels to support all project activities funded whole or in part by CDBG-DR funds, including human resource management. Utilizing internal staff and/or contracted professional services, provide a dedicated project management team to efficiently and effectively carry our Program Activities.
d) Provide detailed organizational chart that identifies specific personnel responsible for implementation and compliance of Projects.
e) Act as point of contact between County, its representatives and contractors.
f) Lead coordination and control over execution of approved Project activities.
g) Monitor Project status and establish necessary tools for controlling schedule, budget and scope.
h) Lead and coordinate the implementation of change management, risk management and quality assurance.
i) Lead and approve Project monitoring activities to prepare and present reports as required by County.
j) Lead and coordinate and facilitate, with County approval, all necessary, program-wide public presentations, meetings, and stakeholder engagements.
k) Coordinate, support, and analyze performance measurement of contractors and report results in coordination with County or its authorized representatives.
l) Maintain a complete understanding of all applicable CDBG-DR program policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions. Ensure that all such requirements are met throughout Project development and implementation.
m) Coordinate documentation submission for the approved Project to County in the manner County requires.

n) Track and report status of performance and adherence to project milestones of approved Project to County in the manner County requires.
o) Review and maintain backup documentation of all Project request for Reimbursements.
p) Identify, communicate, and resolve delays or situations that affect the scope, budget or schedule of the Project.
q) Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to Program.

7. Capacity and Risk Assessment

Based on Capacity and Risk Assessment the Subrecipient shall:

- Participate in capacity building activities as directed by the County.
- Complete all the training courses required to improve organizational capacity.
- Develop, update, implement or adopt OHCS policies in compliance with state and federal regulations withing 45 days after this Agreement is executed.
- Within 45 days after the Effective Date, submit an updated organizational chart for offices and divisions of the Subrecipient participating in the implementation and management of the CDBG-DR awarded funds that clearly demonstrate appropriate segregation of duties in compliance with 2 C.F.R Part 200.303. Additionally, it needs to identify specific personnel responsible for implementation of Project.

8. Change Orders

To ensure that all federal and environmental requirements are considered throughout the project, Subrecipient will not approve change orders that affect a project's scope of work, and/or expand a project area or deliverables unless and until County has provided, in writing, Subrecipient with approval of such change orders. Amendments to the Agreement will be required if the total dollar amount of the project's approved budget, as reflected in Exhibit G, is affected, if the project's scope of work or deliverables are materially affected, or if the project timeline is significantly delayed. Changes to the project budget must be approved in writing and signed by an authorized County Procurement Officer, Contract Administrator, and Subrecipient. Change orders valued at over 10% of the Agreement total may also require regional PIER Selection Committee review and recommendation to OHCS.

9. Completion of Agreement and Closeout

The closeout process will begin when all eligible activities and national objectives have been completed, and all Grant funds have been disbursed. Before commencement of the closeout

process, Subrecipient must complete Closeout Package in a form and with the content prescribed by OHCS.

EXHIBIT A.1
MILL CITY WATER PUMP STATION (PROJECT)

1. Project Description

The City of Mill City will install a packaged fire booster pump station with fire flow capacity, 1,050 feet of 8" water main, and 2 fire hydrants to serve the upper-level pressure zone within the NE section of Mill City. There is interest from developers in building a mixed-use development (housing and commercial) on a 3+-acre site north of Hwy 22. Water system improvements are required for the project to proceed. Adding fire flow capacity is the first phase of these improvements. The fire pump packaged pump station is needed first to be able to address the immediate fire flow capacity needs while also providing the capacity for the expanded upper zone. Subsequent phases would include the new development as well as larger diameter piping for better transmission in the distribution network.

2. Milestones

Activity	**Date**
Engineering Selection/Agreement	5/2026 – 6/2026
Easement Acquisition	6/2026 – 12/2026
Environmental Review	6/2026 – 12/2026
Survey, Geotech, & Preliminary Design	6/2026 – 12/2026
Final Design & Permitting	12/2026- 5/2027
Bidding & Contract Award	5/2027- 6/2027
Construction	7/2027- 4/2028
Project Closeout	5/2028- 9/2028

3. National Objective

The National Objective for this project is **Urgent Need.** The purpose of this project is to provide the fire flows needed to mitigate the fire risks for properties in the NE quadrant of the City of Mill City, which were affected/lost in the 2020 Beachie Creek Wildfire. Providing the new pump station, transmission main, and fire hydrants is an urgent need for this neighborhood and the community. The completion of this project will ensure Mill City has the fire flow infrastructure needed for new housing and commercial projects along the Hwy 22 corridor. The City's goal is to be resilient and be ready to respond quickly in the event of future disasters and ensure that the level of disaster from the 2020 wildfire does not happen again.

4. Allowable Program Activities

This project is a **mitigation** activity. Nineteen homes and one business adjacent to Hwy 22 in the NE section of Mill City were destroyed by the Beachie Creek wildfire. These structures were served by the city's water system, but the system did not have sufficient fire flows to fight the fire and protect the homes and businesses. Due to elevations, the existing water system can provide drinking water at 20 psi in compliance with health regulations, but no fire protection. There are no hydrants in this 10- block neighborhood. Most of the homeowners have rebuilt their homes since 2020, but they are still at risk from future wildfires coming down the steep slopes from the north.

The **Eligible Activity** for this project is **HCDA Section 105(a)(2)** Acquisition, construction, or installation of public works, facilities, and sites or other improvements.

5. CDBG-DR required Data

Required accomplishment reporting data for this project is the number of Public Facilities: **1**

EXHIBIT B
INSURANCE
REQUIREMENTS

Subrecipient shall obtain at Subrecipient's expense the insurance, or self-insurance, in the amounts specified in this Exhibit B prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Subrecipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to County. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Subrecipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
All employers, including Subrecipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subrecipient shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as definedin ORS 656.023, Subrecipient shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Subrecipient is an employer subject to any other state's workers' compensation law, Subrecipient shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with theserequirements.

COMMERCIAL GENERAL LIABILITY:
☒ **Required**
Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Annual aggregate limit shall not be less than $2,000,000.

AUTOMOBILE LIABILITY INSURANCE:
☒ **Required** ☐ **Not Required**
Automobile Liability Insurance covering Subrecipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability

and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ Required ☐ Not Required

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient's subcontractors, agents, officers or employees in an amount not less than $1,000,000 per claim. Annual aggregate limit shall not be less than $2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Tail Coverage as stated below.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ Required ☐ Not Required

Directors, Officers and Organization insurance covering the Subrecipient's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including impropergovernance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than $1,000,000 per claim.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

WAIVER OF SUBROGATION:

Subrecipient shall waive rights of subrogation which Subrecipient or any insurer of Subrecipient may acquire against the County by virtue of the payment of any loss. Subrecipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the Subrecipient or theSubrecipient's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting periodof at least 24 months, Subrecipient shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Subrecipient's completion and County's acceptance of all Services required under this Grant Agreement, or, (ii) County or Subrecipienttermination of this Grant Agreement, or, iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Subrecipient shall provide to County Certificate(s) of Insurance or Letter of Self Insurance for all required insurance before deliveringany Goods and performing any Services required under this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

NOTICE OF CHANGE OR CANCELLATION:
The Subrecipient or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
Subrecipient agrees to periodic review of insurance requirements by County under this Agreement and to provide updated requirements as mutually agreed upon by Subrecipient and County.

EXHIBIT C
Federal Grant Award Information

Contact Information

Public Works Director:
Brian Nicholas, PE
Marion County Public Works
Address: 5155 Silverton Rd. NE, Bldg.1
City, State, ZIP: Salem, OR 97305
Telephone: 503-588-5036

Subrecipient: City of Mill City
Stacie Cook, MMC
City Recorder
Address: 444 S 1st Avenue
City, State, ZIP: Mill City, OR 97360
Telephone: 503-897-2302

1. Federal Award Identification Number: B-21-DZ-41-0001
2. CFDA Number and Name: 14.228
3. Federal Award Date: February 3, 2023
4. This federal award does not have an Indirect Cost Rate for OHCS, negotiated or de minimus. (OHCS will provide reimbursement for Indirect Costs for the Subrecipient under this grant Agreement.)
5. Subrecipient's unique entity identifier: 93-6002210

EXHIBIT D
HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND REQUIREMENTS

Given that the Agreement involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Agreement. In addition, Subrecipient shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/

The Subrecipient shall include these terms and conditions in all subcontracts or purchase orders directly servicing this Agreement. These general provisions may be updated from time to time. It is the sole responsibility of the Subrecipient to be aware of any changes hereto, to amend and implement such changes and to ensure subcontract terms and conditions are modified as necessary, if any.

General Provisions:

1. GENERAL COMPLIANCE

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. See Federal Register Vol. 88, No. 11, FR 6368 (January 18, 2023). Notwithstanding the foregoing, (1) the Subrecipient does not assume any of OHCS' responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the Subrecipient does not assume any of OHCS' responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, Subpart A, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notices or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

The Subrecipient also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control, and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The Subrecipient shall also comply with applicable OHCS' policies and guidelines as established in Program Guidelines and their amendments, if any, as found in the ReOregon Website (https://re.oregon.gov) which are herein included and made integral part of this Agreement, as it may be updated from time to time.

2. REPORTING REQUIREMENTS

The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by OHCS. The Subrecipient shall cooperate with all OHCS efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

3. FINANCIAL & PROGRAM MANAGEMENT

The Subrecipient shall expend and account for all CDBG-DR funds received under this Agreement in accordance with 2 C.F.R. Part 200 subpart D §302 - §303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Subrecipient shall administer its Program in conformance with Cost Principles as outlined in 2 C.F.R. Part 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI). The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information (https://www.fsrs.gov/).

5. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of $10,000 or more, the Subrecipient shall file Form HUD 2516 (Contract and Subcontract Activity) with OHCS on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Subrecipient represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance Programs subject to 2 C.F.R. Part 2424.

8. CONFLICTS OF INTEREST

The Subrecipient agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611. Additionally, the Subrecipient shall notify OHCS as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that OHCS is able to assess such actual or potential conflict. The Subrecipient shall provide OHCS any additional information necessary to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by OHCS, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

9. SUBCONTRACTING

When subcontracting, the Subrecipient shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

a) Placing unreasonable requirements on firms in order for them to qualify to do business.

b) Requiring unnecessary experience and excessive bonding.

c) Noncompetitive pricing practices between firms or between affiliated Companies.

d) Noncompetitive awards to consultants that are on retainer contracts,

e) Organizational conflicts of interest.

f) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and

g) Any arbitrary action in the procurement process.

The Subrecipient represents to OHCS that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Agreement. The Subrecipient will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. COPELAND "ANTI-KICKBACK" ACT

Salaries of personnel performing work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Subrecipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702-3704) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by Subrecipient, or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Subrecipient and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

12. HEALTH AND SAFETY STANDARDS

All Parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

13. DAVIS-BACON ACT

The Subrecipient shall comply with the Davis Bacon Act (40 U.S.C. § 3141, et seq) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by Subrecipients or subcontractors, including employees of other governments, on construction work assisted under this Agreement, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. On a semi-annual basis, the Subrecipient shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to OHCS.

14. SECTION 503 OF THE REHABILITATION ACT OF 1973

The Subrecipient shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

a) The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

(i) Recruitment, advertising, and job application procedures.

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

(iii) Rates of pay or any other form of compensation and changes in compensation.

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

(v) Leaves of absence, sick leave, or any other leave.

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient.

(vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

(viii) Activities sponsored by the Subrecipient including social or recreational

Programs; and

(ix) Any other term, condition, or privilege of employment.

b) The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipients' obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

e) The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

f) The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

15. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding $10,000)

The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this Agreement, the Subrecipient agrees as follows:

a) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

d) The Subrecipient will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

g) In the event of the Subrecipient's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

h) Subrecipient shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Subrecipient will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

16. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The Subrecipient and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect

thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Subrecipient or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. § 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

b) Agreement by the Subrecipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

d) Agreement by the Subrecipient that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Subrecipient will take such action as the government may direct as a means of enforcing such provisions.

17. ANTI-LOBBYING

By the execution of this Agreement, the Subrecipient certifies, to the best of his or her knowledge and belief, that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities”, in accordance with its instructions.

c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

18. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

a) The Parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

b) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c) The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

d) The Subrecipient acknowledges that Subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in recipient or Subrecipient agreements, Program regulatory agreements, or contracts.

e) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 C.F.R. Part 75.

f) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

h) The Subrecipient agrees to submit, and shall require its subcontractors to submit to them, monthly reports to OHCS detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

19. FAIR HOUSING ACT

Subrecipient shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

20. ENERGY POLICY AND CONSERVATION ACT

Subrecipient shall comply with mandatory standards and policies relating to energy efficiency as contained in the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq).

21. POLITICAL ACTIVITY

Subrecipient agrees to comply with mandatory standards and policies relating to Hatch Act, 5 U.S.C. §§ 1501-1508 as amended.

The Subrecipient shall comply with the Hatch Act, 5 U.S.C. §§ 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

The Hatch Act applies to political activities of certain state and local employees. As a OHCS Subrecipient, you may do any of the following activities: be a candidate in nonpartisan elections;

attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The Subrecipient may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

22. RELIGIOUS ACTIVITY

The Subrecipient agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

23. FLOOD DISASTER PROTECTION ACT OF 1973

The Subrecipient will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

24. LEAD BASED PAINT

The Subrecipient must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

25. VALUE ENGINEERING

The Subrecipient must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

26. DRUG-FREE WORKPLACE

The Subrecipient must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government wide implementation (2 C.F.R. Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).

27. OHCS RECOGNITION

Unless otherwise directed by OHCS, the Subrecipient shall ensure recognition of the role of HUD and OHCS in providing funding, services, and efforts through this Agreement. Unless otherwise directed by OHCS, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of OHCS. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. OHCS reserves the right to direct specific reasonable recognition requirements on a case-by-case basis, including but not limited, to the size and content, waiver, removal, or addition of such recognition.

28. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Subrecipient shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

29. DOCUMENTATION AND RECORD KEEPING

The Subrecipient shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506; and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by OHCS. Such records shall include but not be limited to:

a) Records providing a full description of each activity undertaken.
b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR Programs, as modified by the HUD Notices.
c) Records required to determine the eligibility of activities.
d) Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds.
e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR Program.
f) Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200.
g) Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

30. ACCESS TO RECORDS

OHCS, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

31. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE OHCS

The Subrecipient shall retain all official records on Programs and individual activities shall be retained for the greater of five (5) years, starting from the closeout of the grant between OHCS and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular five (5) year period, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).) Records shall be made available to OHCS upon request.

32. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the Subrecipient comes to possess client data and other sensitive information as a result of this Agreement, then the Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to OHCS monitors or their designees for review upon request.

The Subrecipient must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or OHCS designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the Subrecipient must comply with OHCS CDBG-DR Personally Identifiable Information Policy, as found in the ReOregon Website ([link]), which is herein included and made integral part of this Agreement, as it may be updated from time to time. The Subrecipient shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and §570.490(c) (States).

33. CLOSE-OUT

The Subrecipient shall comply with the provisions of 2 C.F.R. § 200.344. The Subrecipient's obligation to OHCS shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to OHCS), properly addressing Program Income (as that term is defined in section V(A)(19)(a) of the HUD Notice 84 Fed. Reg. 45838, 45858 (August 30, 2019, as may be amended by HUD), balances, and accounts receivable to OHCS, determining the custodianship of records, and the Subrecipient certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-DR funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

34. AUDITS AND INSPECTIONS

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to OHCS, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30)

days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

35. SINGLE AUDIT

The Subrecipient must be audited as required by 2 C.F.R. Part 200, subpart F, when the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 - Audit requirements. Once said threshold is reached or exceeded, the Subrecipient shall notify OHCS and shall report that event in the corresponding monthly progress report.

The Subrecipient shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 - Report submission, as stated in 2 C.F.R. § 200.508(a) – Auditee responsibilities.

Among other relevant provisions, the Subrecipient shall comply with: (a) the electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

36. INSPECTIONS AND MONITORING

Subrecipients must constantly monitor performance to ensure that time schedules are being met, projected milestones are being accomplished, and other performance goals are being achieved in accordance with the approved application. In addition, all activities must be conducted in compliance with federal and state requirements. Problems, delays, or adverse conditions affecting the Subrecipient's ability to meet grant objectives or time schedules should be reported to OHCS. The Subrecipient may report these matters via the monthly Performance Report or may contact OHCS, as appropriate, at any other time.

The Subrecipient shall permit OHCS and auditors to have access to the Subrecipient's records and financial statements as necessary for OHCS to meet the requirements of 2 C.F.R. Part 200.

37. CORRECTIVE ACTIONS

The OHCS may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The OHCS may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the Subrecipient utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, OHCS may impose

additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

38. PROCUREMENT AND CONTRACTOR OVERSIGHT

The Subrecipient shall ensure that every process of procurement of goods and services comply with federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, procurement requirements that include, but are not limited to: (a) providing full and open competition; (b) following required steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible; (c) performing a cost or price analysis; (d) evaluating and documenting contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources; (e) ensuring that the contractor has not been suspended or debarred; (f) prohibiting the use of statutorily or administratively imposed state, local, or tribal geographic preferences in evaluating bids or proposal; (g) excluding contractors that may have an unfair competitive advantage, and; (h) maintaining records to detail the history of procurement considerations. OHCS must obtain and maintain records to document how the procurement performed by the Subrecipient complied with the aforementioned federal procurement rules and regulations, as amended from time to time.

The Subrecipient shall include all applicable OHCS' conditions (as revised from time to time by OHCS in accordance with applicable law, rule or regulation) in any contract entered into under this Agreement. Subrecipient shall also require all contractors to flow down these Conditions, as well as termination for convenience of OHCS, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts, Standard Clauses for Contracts with OHCS, and required diversity forms.

The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 C.F.R. § 570.609 or 24 C.F.R. § 570.489(l) as appropriate. CDBG-DR funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, as applicable, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

39. NONDISCRIMINATION

The Subrecipient shall comply with 24 C.F.R. Part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or

be subjected to discrimination under any Program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to Programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD Programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD Programs.

The Subrecipient shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability, familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.

40. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The Subrecipient shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 or the definition of "building" as defined in 41 C.F.R. § 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and appendix A to 41 C.F.R. Part 101-19, Subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. § 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

41. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

a) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 C.F.R. § 570.601 and §570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

b) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the Program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this Agreement.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives OHCS and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein,

shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the Program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

c) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, when the Subrecipient procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the Subrecipient shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. Subrecipient shall also complete monthly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. Subrecipient shall also document their efforts and submit those to OHCS on a monthly basis. See the M/WBE Policy, as found in the ReOregon Website (https://re.oregon.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

d) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

42. LABOR STANDARDS

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this sub shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The Subrecipient agrees to comply with the (18 U.S.C. § 874) and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to OHCS for review upon request.

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

43. CITIZEN GRIEVANCES

If the Subrecipient receives any complaint or grievance, it shall refer said complaint or grievance immediately to the Program so that OHCS may respond appropriately within fifteen (15) business days of the receipt of the complaint.

44. TECHNICAL ASSISTANCE AND TRAININGS

The Subrecipient shall certify attendance for any and all technical assistance and/or applicable program trainings that the OHCS requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

45. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by CDBG-DR funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by HUD. The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property

acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

46. ADDITIONAL SPECIFIC CONDITIONS

Notwithstanding the special conditions established in this Agreement and its exhibits, in accordance with 2 C.F.R. § 200.208, OHCS reserves the right and authority to impose additional specific conditions under any of the following circumstances:

a) At the OHCS' sole discretion when OHCS finds that Subrecipient has a history of failure to comply with the general or specific terms and conditions applicable to the CDBG-DR funds allocated under this Agreement or any other agreement with OHCS.
b) When Subrecipient fails to meet expected performance goals under this Agreement.
c) When Subrecipient poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.
d) When, in the OHCS' sole discretion, such conditions are necessary to ensure timely and compliant performance under the CDBG-DR Program.

Such additional specific conditions may include but are not limited to, withholding of authority to proceed to the next phase of an otherwise eligible Project, requiring additional detailed financial reports, requiring additional project monitoring, requiring the Subrecipient to obtain technical or management assistance, establishing additional prior approvals, or any other condition OHCS deems reasonable and necessary to safeguard Federal funds or the OHCS' interests.

Notice of additional specific conditions shall include, but not be limited to, the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirement (if applicable), and the time allowed for completion of the actions (if applicable).

47. USE AND REVERSION OF ASSETS

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used

to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

EXHIBIT E

Special Terms and Conditions (RESERVED)

EXHIBIT F

Marion County Requirements for Non-Federal Entity Contracts

Section 1: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of Parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323. Procurement of recovered materials.

(K) See § 200.216. Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322. Domestic preference for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Section 2: Additional Requirements for Non-Federal Entity Contracts

1. Audit Requirements

- Subrecipients must comply with the federal regulations set forth in 2 CFR §200 Subpart F.
- Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law as set forth in 2 CFR §200.501(h).

- If Subrecipient expends federal awards in excess of $1,000,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR §200 Subpart F. Copies of all audits must be submitted to the County within 30 days of completion.

- Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

2. System for Award Management - 2 CFR Part 25 - Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.

3. Whistleblower Protection Act - 2 CFR § 200.217 - Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

4. Recordkeeping Requirements - Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office (“GAO”), U.S. Treasury’s Office of Inspector General (“OIG”), and their authorized representative in order to conduct audits or other investigations.

6. Civil Rights Compliance - Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial

assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

7. Real Property, Equipment and Other Capital Expenditures - County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

Section 3: Additional Federal Guidelines – Oregon Housing and Community Services / PIER Program (Planning, Infrastructure, and Economic Revitalization)

1. Duplication of Benefits Clause
The Consultant certifies that it has not received, and agrees that it will not receive, any other financial assistance from any other source (including but not limited to FEMA, SBA, insurance proceeds, or private grants) for the specific services and 'Scope of Work' funded under this Contract. In the event the Consultant receives such assistance, it must immediately notify Marion County.

EXHIBIT G

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Organization Name:		**CMS Number:**	

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year?

☐ Yes (Skip questions "A" and "B" and finish the certification)

☐ No (Proceed to questions "A" and "B")

A. <u>Certification Regarding % and Amount of Annual Gross Revenue from Federal Awards</u>

Did you organization (1) receive 80% or more of its annual gross revenue **<u>AND</u>** (2) $25 million or more from federal awards and contracts during the preceding fiscal year?

☐ Yes If "Yes," proceed to question "B".

☐ No If "No," skip question "B" and finish the certification.

B. <u>Certification Regarding Public Access to Compensation Information.</u>

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes If "Yes", where can this information be accessed?

☐ No If "No", you must provide the names and total compensation of the top five highly compensated executives below. (For example: *John Blum: $500,000; Mary Redd: $50,000; etc.)*

1 _____ $_____

2 _____ $_____

3 _____ $_____

4 _____ $_____

5 _____ $_____

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

_____ _____

Print Name of Authorized Representative **Print Title of Authorized Representative**

_____ _____

Signature of Authorized Representative **Date**

Background on FFATA Requirements

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of $30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

Definition of Compensation

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax-qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CRF 229.402(c)(2).

**Organizations that receive first tier subawards or subcontracts >$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.*

EXHIBIT H

Approved Project Budget

Exhibit H - Approved Project Budget and Schedule

City of Mill City, Oregon

Mill City Water System Improvements - Pump Station

PIER -- Project Budget Estimate

Updated April 2026

#	Activity		CDBG-DR	City Funds**	Total Estimate Project Costs	Comments
1	Engineering & Surveying					
1.1	Surveying		-	15,000	15,000	
1.2	Geotechnical		-	15,000	15,000	
1.3	Preliminary Design	8%	-	68,000	68,000	
1.4	Final Design	12%	-	101,000	101,000	.
1.5	Construction Observation/Proj Mgt	3%	-	25,000	25,000	.
	Engineering Subtotal		-	224,000	224,000	
2	Environmental		-	50,000	50,000	
3	Land Acquisition		-	40,000	40,000	Temporary Construction Easements
4	Permitting		-	15,000	15,000	Oregon Health Authority - Drinking Wtr Permit
5	Construction		800,000	45,000	845,000	High Level PS & 1000' New Water Main
6	Administration & Legal	2.5%		20,000	20,000	
	Mill City Project Totals		**800,000**	**394,000**	**1,194,000**	

** The City of Mill City has budgeted $300,000 for water system improvements in the adopted FY 2025-2026 budget. If additional funds are needed, the City will include funds for the project in the FY 2026-2027 and/or FY 2027-2028 budgets, as needed.

Mill City Water System Improvements - Pump Station

Project Schedule	*Start*	*Completion*	*Comments*
Grant Review & Award	5/1/2026	6/30/2026	Final Selection - HUD Award & Execution of Grant Agreement
Easement Acquisition	6/1/2026	12/1/2026	Finalize ROW/ Easement Acquistion
Engineering Selection/Agreement	5/1/2026	6/30/2026	Engineering Selection & Agency Approval of Engineering Agreement (if required)
Environmental	6/1/2026	12/31/2026	34 weeks for Environmental Assessment & NEPA Review
Survey, Geotech, & Preliminary Design	6/1/2026	12/31/2026	39 weeks
Final Design & Permitting	12/1/2026	5/1/2027	22 weeks for final design, OHA approval & agency approval (if required)
Bidding & Contract Award	5/1/2027	6/30/2027	8 weeks for bidding, award & agency approval (if required)
Construction	7/1/2027	4/30/2028	44 weeks to substantial completion
Project Closeout	5/1/2028	9/30/2028	20 weeks for project completion, certification and closeout

EXHIBIT I

OHCS/CDBG-DR PIER Training Requirements

Oregon Housing and Community Services 2020 Labor Day Disasters (DR-4562) CDBG-DR

Planning, Infrastructure, Economic Revitalization (PIER) Subrecipient Training Certification

Oregon Community Development Block Grant - Disaster Recovery

This form is required to document that relevant staff have reviewed the appropriate training resources that have been provided by PIER. The trainings can be found on the PIER Subrecipient Toolkit.

Please review the training topics and audiences below and certify which staff members reviewed the training, or, if the training is not applicable, list "N/A." This form should be kept up to date as the trainings are reviewed, and then signed by the project or program signatory upon completion of the required training topics. This form should be filed in your grant documentation and will be reviewed during monitoring.

The training resources below are not exhaustive and should not be used as a replacement for familiarity and compliance with applicable laws and regulations.

ReOregon CDBG-DR Recorded Trainings

CDBG-DR Foundational Trainings		
Training Topic	**Intended Audience**	**Attending Staff Member(s) and Role(s) (if not applicable, list "N/A")**
CDBG-DR Grant Allocation	All Subrecipients	
CDBG-DR Program Requirements	All Subrecipients	
DR Cross-Cutting Regulations Part 1: ERR (Environmental Review), URA (Uniform Relocation Act), & DOB (Duplication of Benefits)	All Subrecipients	
DR Cross-Cutting Regulations Part 2: Civil Rights, Fair Housing, & Davis Bacon	All Subrecipients	
DR Cross-Cutting Regulations Part 3	All Subrecipients	
CDBG-DR Construction Requirements	All Subrecipients whose projects involve construction	

Code of Ethics, Conflict of Interest, and Non-Disclosure Agreement	All Subrecipients	
Confidentiality & Handling PII (Personally Identifiable Information)	All Subrecipients	
AFWA (Anti-Fraud, Waste and Abuse)	All Subrecipients	
Compliance Oversight Monitoring, Part I and Part II	All Subrecipients	

ReOregon PIER Recorded Trainings

ReOregon PIER Training Slide Decks

PIER Specific Trainings		
Training Topic	**Intended Audience**	**Attending Staff Member(s) and Role(s) (if not applicable, list "N/A")**
PIER Project Description Form	All Subrecipients	
PIER Selection Committee Roles & Responsibilities	All Subrecipients	
PIER Planning Overview	Planning Project Subrecipients	
PIER Infrastructure Overview	Infrastructure Project Subrecipients	
PIER Economic Revitalization Overview	Economic Revitalization Subrecipients	
PIER Competitive Proposals	All Subrecipients	
PIER Environmental Review	All Subrecipients	
PIER Subrecipient Agreement	All Subrecipients	
DOB Compliance for Economic Revitalization Subrecipients	Economic Revitalization Subrecipients	
File Checklist	All Subrecipients	
Starting Up Your Grant	All Subrecipients	
Financials	All Subrecipients	

Submitting an Invoice	All Subrecipients	
Draw Creation for Subrecipients	All Subrecipients	
Reports & Monitoring	All Subrecipients	
URA	All Subrecipients	
Pre-Bid: AUGF/Design/Permitting /Plan Review/Bid Book Creation	All Subrecipients whose projects involve construction	
Construction Procurement (Sealed Bid and Small Purchases)	All Subrecipients whose projects involve construction	
Award to Construction Close: Preconstruction Conference, Construction Management, Pay Applications, Status Reports, Change Orders, and Construction Close	All Subrecipients whose projects involve construction	
Davis Bacon	All Subrecipients whose projects involve construction	
Project Closeout	All Subrecipients	

I certify that all relevant staff members have reviewed the training resources as required.

_____
(name)

_____
(title)

_____
(signature)

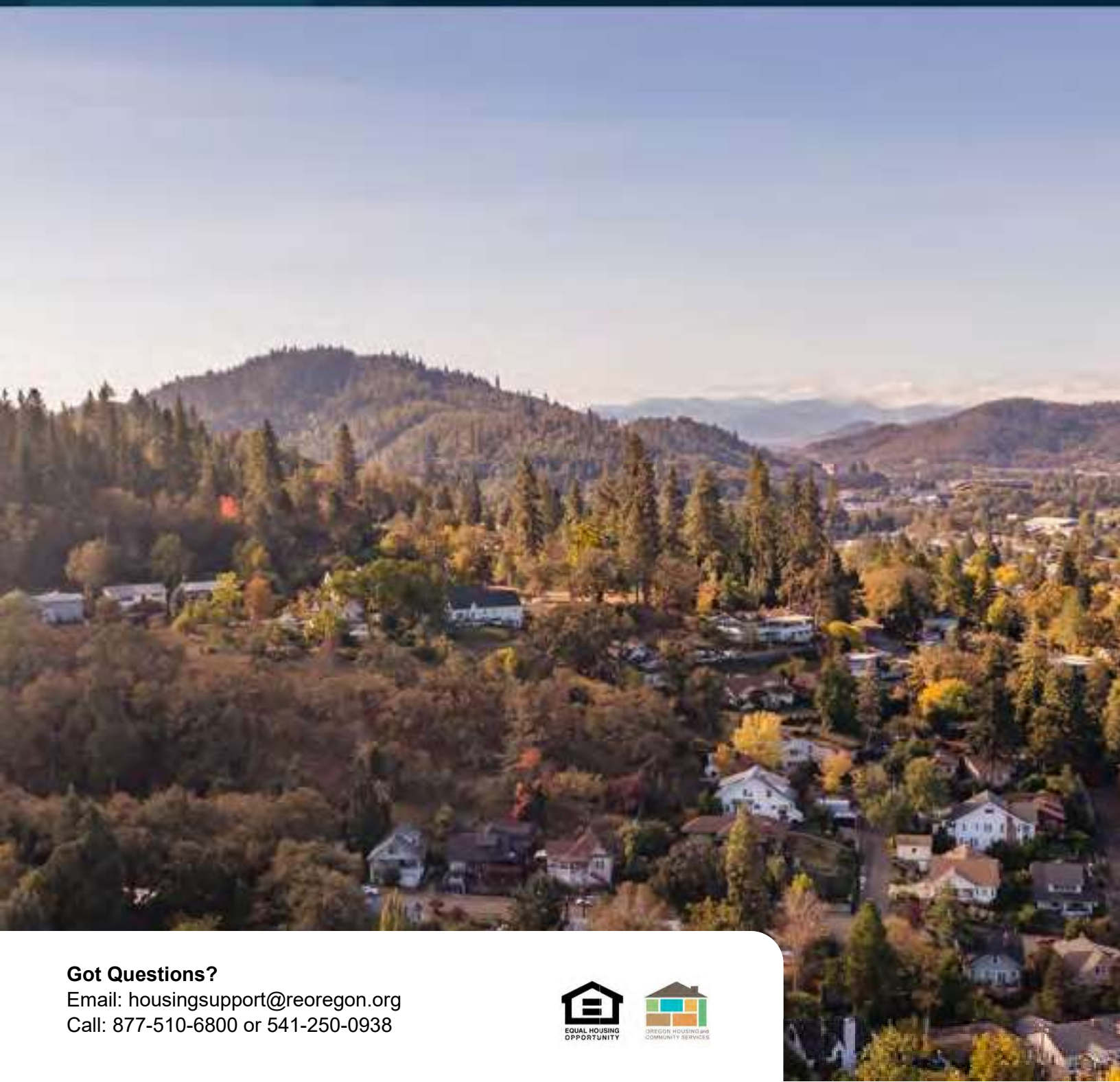
EXHIBIT J

ReOregon Subrecipient Manual Version 1.1

REOregon
Recover · Rebuild · Revitalize

Subrecipient Manual

Version 1.1



Got Questions?
Email: housingsupport@reoregon.org
Call: 877-510-6800 or 541-250-0938

EQUAL HOUSING OPPORTUNITY

OREGON HOUSING and COMMUNITY SERVICES

Version History and Version Policy

The version history of the policy guidelines is tracked in the table below, with notes for each change. The dates of each publication are also tracked in the table.

The state will publish a new version after making substantive changes that reflect a policy change. The updated policy manual will be assigned a new primary version number such as 2.0, 3.0, etc.

After making non-substantial changes, such as minor wording and editing revisions or clarification of existing policy that do not affect the interpretation or applicability of the policy, the state will publish a version of the document with a sequential number increase behind the primary version number (e.g., 2.1, 2.2, etc.).

Amendments made to policy may go into effect on the date of the revision or may be applied retroactively, depending on the applicant pipeline and status of applicants in the program intake and recovery process. Whether a policy will be applied proactively or retroactively will be detailed in the version history below and/or within the relevant chapters.

Version Number	Date Revised	Key Revisions
0.1	November 2023	DRAFT for review
1.0	December 2023	Complete manual
1.1	January 2025	Complete manual revised with updated wording and minor 2 CFR 200 revisions posted in October 2024

Commonly Used Terms and Acronyms

Acronym	Description
ACS	American Communities Survey
ADA	Americans with Disabilities Act
ADC	Activity Delivery Costs
AFFH	Affirmatively Furthering Fair Housing
AGI	Adjusted Gross Income
AI	Analysis of Impediments
AMI	Area Median Income
AP	Action Plan
APA	Action Plan Amendment
AUGF	Authorization to Use Grant Funds
BCA	Benefit-Cost Analysis
CAFR	Comprehensive Annual Financial Report
CDBG	Community Development Block Grant
CDBG-DR	Community Development Block Grant Disaster Recovery
CENST	Categorical Exclusion Not Subject To
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
COI	Conflict of Interest
COO	Certificate of Occupancy
CPD	(HUD) Community Planning and Development
CPR	Certified Payroll Report
DBA	Davis-Bacon Act
DBRA	Davis-Bacon and Related Acts
DOB	Duplication of Benefits
DOL	U.S. Department of Labor
DRGR	Disaster Recovery Grants Reporting (system)

Acronym	Description
DRR	OHCS-Disaster Recovery & Resilience
DRRA	Disaster Risk Reduction Area
EA	Environmental Assessment
EEO	Equal Employment Opportunity
EIS	Environmental Impact Statement
EO	Executive Order (federal)
EPA	U.S. Environmental Protection Agency
ER	Environmental Review
ERR	Environmental Review Record
ESA	Endangered Species Act
FAC	Federal Audit Clearinghouse
FAIN	Federal Award Identification Number
FEMA	Federal Emergency Management Agency
FFATA	Federal Funding Accountability and Transparency Act
FHCO	Fair Housing Council of Oregon
FHEO	Fair Housing and Equal Opportunity
FMV	Fair Market Value
FOIA	Freedom of Information Act
FONSI	Finding of No Significant Impact
FRN	Federal Register Notice
FWA	Fraud, Waste, and Abuse
GAAP	Generally Accepted Accounting Principles
GASB	Governmental Accounting Standards Board
HCDA	Housing and Community Development Act
HEROS	HUD Environmental Review Online System
HMGP	Hazard Mitigation Grant Program
HMP	Hazard Mitigation Plan

Acronym	Description
HUD	U.S. Department of Housing and Urban Development
IFB	Invitation for Bid
LAP	Language Access Plan
LEP	Limited English Proficiency
LMI	Low to Moderate Income
LTRG	Long-Term Recovery Group
M/WBE	Minority- and Women-Owned Business Enterprise
MID	Most Impacted and Distressed
MOU	Memorandum of Understanding
NEPA	National Environmental Policy Act
NFIP	National Flood Insurance Program
NOI	Notice of Intent
NOFA	Notice of Funding Availability
NTP	Notice To Proceed
OAR	Oregon Administrative Rule
OBDD	Oregon Business Development Department
OHCS	Oregon Housing and Community Services
OMB	Office of Management and Budget (federal)
ORS	Oregon Revised Statutes
P&P	Policies and Procedures
PAC	Program Administration Costs
QA/QC	Quality Assurance/Quality Control
QPR	Quarterly Performance Report
RARAP	Residential Anti-Displacement and Relocation Assistance Plan
RE	Responsible Entity
RFI	Request for Information
RFP	Request for Proposal

Acronym	Description
RFQ	Request for Qualifications
ROF	Release of Funds
RROF	Request for Release of Funds
SAM	System for Award Management
SBA	Small Business Administration
SFHA	Special Flood Hazard Area
SHPO	State Historic Preservation Office
SOPs	Standard Operating Procedures
SR	Subrecipient
SRA	Subrecipient Agreement
TA	Technical Assistance
TDD	Telecommunication Devices for the Deaf
THPO	Tribal Historic Preservation Office
UFAS	Uniform Federal Accessibility Standards
UN	Urgent Need
URA	Uniform Relocation Assistance and Real Property Acquisition Policies Act
USC	United States Code
USACE	U.S. Army Corps of Engineers
VOAD	Voluntary Organizations Active in Disaster

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REOregon
Recover · Rebuild · Revitalize

Introduction

1 Introduction

1.1 Oregon Housing and Community Services

Oregon Housing and Community Services (OHCS) is Oregon's housing finance agency. OHCS provides financial and program support to create and preserve quality, affordable housing. The agency primarily serves lower- and moderate-income families across the housing continuum by helping to prevent homelessness, provide housing stability supports, finance the building and preservation of affordable housing, and encourage homeownership.

OHCS is designated as the lead state agency to provide the administration of Community Development Block Grant Disaster Recovery (CDBG-DR) grant programs. The specific division designated to operate and manage the CDBG-DR program is the OHCS-Disaster Recovery and Resilience (DRR) division.

1.2 New CDBG-DR Funding

Oregon is the recipient of $422,286,000 in CDBG-DR funds. The funding will be used to address long-term recovery and hazard mitigation efforts in response to the 2020 Labor Day wildfires and straight-line winds.

1.3 Use of This Document

The purpose of this handbook is to:

- Assist subrecipients in the day-to-day administration of CDBG-DR projects.
- Help subrecipients of CDBG-DR funding complete their projects in compliance with program regulations.
- Provide tools to assist in CDBG-DR project implementation. The tools include tips, lists, forms, and sample documents that are attached to each chapter.

This handbook includes the basic information that cities and counties need to begin, manage, and close out a project funded by CDBG-DR. This handbook does not address how to determine eligibility for CDBG-DR activities or how to apply for a CDBG-DR grant. Specific CDBG-DR program guidelines, posted on the OHCS CDBG-DR website, address eligibility and application. OHCS staff will assist with questions about eligibility, project development, and the application process.

It is important that subrecipients understand and adhere to the federal and state requirements that apply to projects involving CDBG-DR funds. Failure to meet these requirements can result in severe consequences, including, but not limited to, the state being forced to rescind or recapture the grant award in whole or in part. OHCS staff is there to help subrecipients complete their projects successfully, so it is important to ask questions and keep OHCS staff informed about progress.

Each chapter of this handbook describes a specific area of the federal and state requirements that apply when CDBG-DR funds are used for a project. Also included with most chapters are checklists and tools that can be used to keep track of progress addressing key requirements discussed within the chapters.

In summary, this handbook provides most, but not all, of the information necessary to successfully implement a CDBG-DR project. It is very difficult to capture every nuance of the many and varied program requirements in one publication. Therefore, in specific chapters, the document may reference other program-specific documents where further details beyond the scope of this handbook can be found.

Subrecipients are encouraged to keep the handbook bookmarked so that it can be accessed quickly for information being added and updated, grant procedures and forms, and updated materials. Suggestions and comments on this handbook are welcome. Please direct them to ReOregon@hcs.oregon.gov.

1.4 Chapter Matrix

The following matrix is a helpful guide for subrecipients implementing an activity for a particular program to know which chapters are applicable for reading.

	Action Plan Designated Programs					
Sections of the CDBG-DR Manual	**HARP[1]**	**AHD[2]**	**HSS[3]**	**PIER[4]**	**Public Services**	**Planning**
Introduction and Project Administration	✓	✓	✓	✓	✓	✓
Environmental Review	✓	✓	✓	✓	✓	✓
Financial Management	✓	✓	✓	✓	✓	✓
Procurement	✓	✓	✓	✓	✓	✓
Labor Standards (DBRA)	✓	✓		✓		
Section 3	✓	✓		✓		
Fair Housing (EEO, 504, Section 3)	✓	✓	✓	✓	✓	
Acquisition and Relocation	✓	✓		✓		
Duplication of Benefits	✓	✓	✓	✓	✓	✓
Green Building Requirements	✓	✓		✓		
Mitigation	✓	✓		✓		✓
Monitoring and Audit	✓	✓	✓	✓	✓	✓
Fraud, Waste, and Abuse	✓	✓	✓	✓	✓	✓
Project Reports and Closeout	✓	✓	✓	✓	✓	✓
Asset Management	✓	✓	✓	✓	✓	✓

[1] HARP is an acronym for "Homeowner Assistance and Reconstruction Program" identified in the Action Plan.

[2] AHD is an acronym for the "Affordable Housing Development" program identified in the Action Plan. This program was added during substantial Action Plan Amendment #1.

[3] HSS is an acronym for the "Housing Support Services" program identified in the Action Plan. This program was added during substantial Action Plan Amendment #1.

[4] PIER is an acronym for the "Planning, Infrastructure, Economic Revitalization" program identified in the Action Plan.

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Project Administration

2 Project Administration

2.1 Applicability of CDBG-DR Requirements

The U.S. Department of Housing and Urban Development (HUD) allocates Community Development Block Grant Disaster Recovery (CDBG-DR) funds granted by public law through a Federal Register Notice (FRN) based on specific disaster events and also develops implementation requirements specific to each FRN. The FRN details the amount of funds being allocated, the recipients of the allocations, guidance, requirements for submitting an Action Plan detailing how the state will use the funds for disaster recovery and mitigation purposes, and any modifications or waivers of basic CDBG requirements found in 24 CFR 570. The rules and requirements may vary from disaster to disaster and require compliance with the specific FRN allocating the funds. HUD may publish waivers, alternative requirements, or clarifications through the use of memorandums. HUD's website offers a chronological list of all public laws, FRNs, and memorandums issued, located here: hud.gov/program_offices/comm_planning/cdbg-dr/regulations

2.1.1 Federal Register Volume 87 Page 31636

The list below highlights key changes in the FRN titled *Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements Notice*, issued on May 24, 2022 (referenced as 87 FR 31636).

Each additional section of this manual or specific policies developed for activities funded by CDBG-DR will provide specific directions for these and other requirements in the Consolidated Notice. Key changes resulting from 87 FR 31636 include:

- **Most Impacted and Distressed (MID) Areas**: The Consolidated Notice identifies the "most impacted and distressed" areas based on the amount of damage to those cities or counties resulting from the qualifying major disaster. The Consolidated Notice requires that 80% to 100% of the CDBG-DR funds must be used in HUD-identified MID areas: Clackamas County, Douglas County, Jackson County, Lane County, Lincoln County, Linn County (ZIP code 97358), and Marion County. The remaining 20% can be used in a state-identified MID area that received a presidential disaster declaration but did not meet HUD's criteria for a HUD MID area. Oregon has identified Klamath County as having significant unmet needs and being eligible to receive CDBG-DR funding as well.

- **National Objectives:** The FRN modifies the Urgent Need (UN) national objective, allowing its use for CDBG-DR activities for 36 months after the applicability date of the FRN (i.e., in basic CDBG, UN can only be used within 18 months of the emergency). The FRN also adds the Low to Moderate Income (LMI) national objective that can be used when providing incentives to LMI households who have had their property purchased through a buyout program (i.e., in basic CDBG, buyout acquisitions are not an eligible activity and there is no such activity as an "incentive").
- **Mitigation Set-Aside:** The Appropriations Act required that HUD provide an additional 15% of CDBG-DR funds as a mitigation set-aside to fund mitigation activities. The Consolidated Notice defines mitigation as "those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters." Projects can have both a recovery need (based on impacts during the disaster) *and* a mitigation need (based on lessening impacts from future disasters). The FRN requires incorporating mitigation measures into the recovery activity when undertaking construction, reconstruction, or rehabilitation of both residential and non-residential structures. Alternatively, an activity can be funded entirely for the purpose of mitigation and must have a quantifiable mitigation outcome when completed.

  See **Chapter 12** of this manual for more details on mitigation requirements.
- **Duplication of Benefits (DOB):** A DOB may happen when a disaster-impacted person, business, or local government receives disaster assistance from more than one entity. When more than one source of funds is intended for the same purpose, an analysis of the funds must be undertaken to see if any funds "duplicate" the intended purpose for the CDBG-DR funds. Any other assistance found to duplicate the CDBG-DR intended use must be subtracted from the CDBG-DR award to ensure that the same need is not paid for twice.

  See **Chapter 10** of this manual for more details on DOB requirements.
- **Housing and New Construction**: Damaged properties that require rehabilitation or reconstruction must meet HUD's elevation and green building standards. If housing cannot safely be rebuilt, there may be a need for new housing to be constructed. CDBG-DR allows new housing construction and imposes affordability requirements that are typically not required under basic CDBG.
- **104(d) Relocation and One-for-One Replacement:** Activities funded by CDBG-DR that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). HUD has waived requirements at sections 104(d)(2)(A)(i) and (ii) and section 104(d)(3). The one-for-one replacement requirement under 104(d) is also

modified to exclude substantially damaged housing and housing "not suitable for rehabilitation" from the replacement requirement.

- **Acquisition:** HUD has added an acquisition activity called a "buyout" for the purpose of creating open space and mitigating high-risk properties from future impacts. To encourage residents to sell their high-risk property and move to a safer living environment, HUD has allowed the use of incentives, which can encourage the sale of the property and assist the buyout participant with replacement housing.
- **Infrastructure:** All infrastructure projects must be designed and constructed to withstand extreme weather events and the impacts of climate change. An infrastructure activity includes any activity or group of activities (including acquisition or site or other improvements), whether carried out on public or private land, that assists the development of the physical assets that are designed to provide or support services to the general public.
- **Non-Residential Elevation:** Non-residential structures, including infrastructure, assisted with CDBG-DR funds must be elevated to the standards described in the FRN or floodproofed in accordance with the Federal Emergency Management Agency's (FEMA) floodproofing standards.
- **Match:** CDBG-DR funds may be used as the "local match" for other federal programs when used to carry out an eligible CDBG-DR activity. This includes activities funded by FEMA and the U.S. Army Corps of Engineers (USACE).
  Note: Match for USACE activities is capped at $250,000.
- **Economic Revitalization:** Economic revitalization varies somewhat from standard CDBG economic development. Economic revitalization includes activities that demonstrably restore and improve the local economy through job creation and retention or by expanding access to goods and services. The public benefit standards are waived, and activities now require alternative measures to document benefits to the public.
- **Section 3:** Activities funded by CDBG-DR must follow Section 3 as codified at 2 CFR Part 75. The updated Section 3 regulations change the way that Section 3 workers and Section 3 targeted workers are defined and reported, and goals that must be achieved for each class.

  See **Chapter 7** of this manual for more details on Section 3 requirements and procedures.
- **Environmental Review:** All activities funded by CDBG-DR must comply with applicable federal and state environmental rules and regulations, which generally require an evaluation of the environmental impacts of proposed projects and the identification of mitigation measures to minimize or prevent adverse impacts. All projects funded by HUD CDBG-DR funds will require an environmental review

record (ERR) to be completed in compliance with HUD 24 CFR Parts 50, 51, 55, and 58 and all applicable state and local regulations.

When CDBG-DR funds are being used to match or supplement FEMA-assisted activities under sections 402, 403, 404, 406, 407, 408(c)(4), or 502 of the Stafford Act, the environmental review that was completed in relation to federal funding can be adopted without review or public comment. The other agency's environmental review must cover all project activities funded by the CDBG-DR recipient for each project.

See **Chapter 3** of this manual for more details on environmental requirements and procedures.

- **Expenditure Timelines:** HUD has imposed a six-year timeline on Oregon for expending 100% of its CDBG-DR grant. To comply with this expenditure timeline, each program policy states an expenditure timeline requirement for completion of funded activities and mechanisms for extending timelines, if needed and allowable.

2.1.2 Memorandum 22-01

The list below highlights key changes in Memorandum 22-01 applicable on Dec. 12, 2022.

- Private Utilities: HUD has imposed alternative requirements governing assistance to utilities in place of prohibiting the use of CDBG-DR funds to assist a privately owned utility. Oregon may choose to assist utilities as a part of a disaster-related eligible activity under section 105(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5305 (a)) as long as the assistance complies with the following requirements:
  - The activity must comply with applicable CDBG-DR requirements, including the requirements to meet a national objective and address an unmet recovery need or a risk identified in Oregon's mitigation needs assessment.
  - If assistance is provided to a for-profit entity for an economic development project under section 105 (a)(17), OHCS must first comply with the underwriting requirements in section II.D.6 of 87 FRN 31636.
  - OHCS must continue to carry out the grant consistent with the approved grantee's certification to give the maximum feasible priority to activities that will benefit LMI families.
    - This includes prioritizing assistance granted to a for-profit entity that will benefit areas where at least 51% of the residents are LMI persons and demonstrate how assisting the private, for-profit utility will benefit those areas.

- Costs to assist the utility must be determined necessary and reasonable and must not duplicate other financial assistance. This includes documenting that the level of assistance provided to the utility addresses only the actual identified needs. Establishment of policies and procedures to ensure the CDBG-DR funds reflect the actual identified financing needs of the assisted businesses by using a mix of financing terms based on the business's financial capacity to ensure assistance is based on actual identified need.
  - Mixed financing terms may include repayable loans, forgivable loans, or grants.

2.2 Subrecipients

A subrecipient may be a public or private nonprofit agency, authority, or organization that receives CDBG-DR funds from OHCS to undertake eligible activities. The definition of a subrecipient can be found at 24 CFR § 570.500(c). It is further defined at 2 CFR § 200.1 as a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Unless otherwise noted, the term "subrecipient" is used throughout this manual to denote organizations that have executed a Subrecipient Agreement (SRA) with OHCS to carry out defined eligible activities and who are or will be receiving CDBG-DR funds as a result thereof (2 CFR §200.331).

In addition, faith-based organizations are eligible, on the same basis as any other organization, to participate in any HUD program or activity, considering any permissible accommodations, particularly under the Religious Freedom Restoration Act.[5] According to 24 CFR § 5.109, OHCS or subrecipients must not discriminate on the use of a religious faith-based organization.

2.2.1 Selection Process

OHCS serves as lead agency and will contract subrecipients to (a) implement and manage individual projects or programs and/or (b) contract with and administer subgrantees. Prior to any award to subrecipients, OHCS will review all projects and programs, including those that may ultimately become subgrantee led, for CDBG-DR eligibility, ensuring that they comply with federal requirements, the Action Plan, and program guidelines.

[5] Refer to 24 CFR § 570.480(e) and § 570.200(j) for more information.

HUD permits its grantee, OHCS, to make program administration decisions regarding method of distribution of funds for carrying out their disaster recovery activities. OHCS may use any reasonable criteria to select a subrecipient, including but not limited to:

- Issuing a Request for Qualifications
- Issuing a Notice of Funding Availability (NOFA)
- Issuing an application process
- Selecting a qualified nonprofit organization serving a specific geography
- Selecting a unit of general local government
- Selecting a governmental agency or organization
- Making direct selection
- Other method(s), as applicable

Subrecipients shall not enter into any agreements for administration of programs or projects without prior written notice to OHCS. Refer to applicable program policies for more details on submitting applications.

2.2.1.1 Formal Application

Depending on the selection criteria, prospective subrecipients may be required to submit formal applications to OHCS. These applications may be required to describe proposed activities, implementation schedule, budget, staffing structure, and related experience, and ensure compliance with program regulations. OHCS shall then evaluate the applications according to the selection criteria, CDBG-DR program priorities, and Action Plans. A formal application process may be followed when:

- There is a specific need with defined goals or outcomes.
- Project activities are numerous and/or complex.
- There is a pool of potential applicants with varying degrees of expertise and capacity.
- The cost and level of potential program failure are high.
- There are limited funds and many competing needs and/or approaches for addressing these needs.

2.2.1.2 Direct Selection

OHCS has the discretion to directly identify and select a prospective subrecipient to carry out the desired CDBG-DR programs or activities and approach them directly to determine their interest and suitability for the work. Direct selection may be followed when:

- An entity is uniquely qualified due to having sole jurisdiction over a project or complete control/ownership over a project site.
- There is reasonable basis to conclude that direct selection will result in increased efficiencies and produce quicker results, thereby more quickly addressing the unmet need.
- It can be reasonably concluded that the minimum needs of the program project can only be satisfied by the selected subrecipient.

2.3 Subrecipient Agreement

The SRA is the basis for the contractual obligation between OHCS and the subrecipient to fund and implement the awarded activity or program as required by 24 CFR § 570.503. The agreement denotes responsibilities for each party and outlines in exact measure the scope of services to be provided, methods of accountability, and a schedule for payment. Execution of the agreement binds the subrecipient for a specified period of time (term) and may be revised only upon written authorization from OHCS.

OHCS utilizes a standardized SRA template, which may be amended from time to time.

A sample of the SRA template is available at oregon.gov/ohcs/disaster-recovery/Pages/ReOregon-Guidance.aspx

It is important to note that this manual is supplemental to the SRA and applicable federal and state regulations, standards, policies, and procedures. As a recipient of federal grant funds, the subrecipient must follow and understand basic program regulations applicable to the management and financial systems for CDBG-DR found in 24 CFR and 2 CFR.

The executed SRA between the subrecipient's organization and OHCS contains the rules applicable to implement the program, scope of work, timelines, performance goals, objectives, budgets, reports, staffing, and special conditions, if any, applicable to the specific services or project to be provided by the subrecipient's entity.

This manual will assist the organization in complying with the SRA. However, the manual is not meant to be used as the single document that rules the administration of the SRA. This document should be used as a supplement to the SRA and does not supersede the SRA provisions.

2.3.1 Project Signage

The SRA may include additional requirements such as funding source and OHCS recognition. For contracts including recognition requirements, the project signage should:

- Be placed in a prominent visible public area that is visually unobscured
- Be constructed of durable materials
- Be a minimum of 12" in height by 18" in length with lettering no smaller than ½"
- Include required text:
    - This project is funded by Oregon Housing and Community Services with funds allocated by the U.S. Department of Housing and Urban Development through the Community Development Block Grant Disaster Recovery program.

The OHCS contract administrator should be contacted with any requests to reduce the minimum size requirements or required text, or remove or add any language or recognition.

2.4 What Happens Once the SRA Is Signed?

Once the SRA with OHCS has been signed, OHCS staff will contact the organization's representative to schedule an onboarding to the CDBG-DR program where performance goals, expected outcomes, and work plans will be reviewed and discussed. The organization may also be contacted by:

- DRR Finance Division to discuss matters pertaining to invoicing and reimbursement requests
- DRR Procurement Division to discuss matters pertaining to procurement of services or goods
- DRR Compliance Division to provide detailed guidance on resources available, pending documents/forms, and any other initial onboarding topics

In the event of necessary programmatic and/or budget changes, the subrecipient will need to contact their assigned OHCS staff for review and approval. The SRA contains specific provisions on what can lead to or cause an amendment. However, any changes in the SRA dispositions or its exhibits may trigger an SRA amendment process.

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Environmental Review

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3 Environmental Review

3.1 Introduction

The purpose of the environmental review process is to analyze the effect that a project funded by a Community Development Block Grant Disaster Recovery (CDBG-DR) grant may have on human health and the environment.

This chapter will cover the environmental regulations and requirements that must be followed on all projects funded by CDBG-DR. A basic overview and instructions are provided.

The U.S. Department of Housing and Urban Development (HUD) is the federal agency allocating CDBG-DR funding to Oregon Housing and Community Services (OHCS) for ReOregon program activities. Environmental reviews are required when there is a federal nexus, such as when a project or activity receives federal funding, requires a federal permit, or includes a federal land decision.

HUD uses the term **Responsible Entity** (RE) to describe the local entity that is responsible for conducting and certifying the environmental review. OHCS is the RE for the CDBG-DR ReOregon programs but may identify another local entity (such as a county government) to assume the role of RE.

The RE is responsible for conducting the environmental reviews for each project and completing and maintaining the appropriate environmental review record (ERR) for each selected project in accordance with 24 Code of Federal Regulations (CFR) part 58. The RE will also certify the results of the review and submit the ERR to HUD (or OHCS) for review. The RE will need to receive the Authority to Use Grant Funds (AUGF) form prior to obligating any project funds and informing subrecipients and grantees that the project can begin.

All activities funded by CDBG-DR are subject to an environmental review. Subrecipients will provide the project work descriptions and other information as requested for the environmental review of the project to be completed.

If subrecipients would like to undertake the environmental review themselves, they will provide advance notice to OHCS. Subrecipients must inform OHCS of their plan for which entity will assume the role of RE. In those cases, OHCS will assist the subrecipients to make sure they understand requirements and conduct the environmental review process correctly. The Subrecipient Agreement will include requirements for the environmental review process.

Once a subrecipient or a project partner applies to the selection committee for CDBG-DR funds, the project is considered federalized and the subrecipient or project partner must refrain from starting or continuing work and must stop work on the project until receipt of the notice of environmental clearance from OHCS. Subrecipients should be aware that not all activities are prohibited, but any choice-limiting decisions taken after a stop work notice is provided would endanger federal funding for the project.

Please see Appendix A for a visual aid of the different steps and requirements.

3.2 Basic Federal Requirement

The policies of the National Environmental Policy Act of 1969 (NEPA) are implemented in connection with the expenditure of funds under the Housing and Community Development Act, including any CDBG-DR funds. Implementing regulations issued pursuant to section 104(g) of the Housing and Community Development Act are contained in 24 CFR part 58.

There are several reasons that HUD requires recipients to conduct environmental reviews of federally assisted projects. These reasons include:

- Avoiding or mitigating environmental effects that may cause harm to humans
- Avoiding or mitigating any harm to the surrounding environment
- Reducing the chances of legal action halting projects on environmental grounds
- Securing the value of public investment

3.3 Environmental Clearance Prior to Commencing Work

No project funds, either federal or local, may be committed until the environmental review process is complete.

Failure to properly complete the required environmental review before the commitment of project funds will result in severe consequences, such as the RE being federally prohibited from providing grant funds for part of or the entire project.

According to NEPA (40 CFR 1500-1508) and 24 CFR 58.22, the RE, subrecipient, and project partners are required to ensure that environmental information is available before decisions are made and before actions are taken. To achieve this objective, 24 CFR 58 prohibits the commitment or expenditure of CDBG funds until the environmental review process has been completed and an AUGF has been issued by HUD.

The RE, subrecipient, and project partners may not spend either public or private (non-federal or other federal) funds or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair, or construction pertaining to a specific site until the environmental clearance has been achieved.

The RE, subrecipient, and project partners must avoid any and all actions that would preclude the selection of alternative choices before environmental clearance is provided. Avoiding choice-limiting actions ensures that decisions are based upon an understanding of the environmental consequences and the identification of any required project actions to avoid, minimize, or mitigate such impacts.

Activities that have physical impacts or limit the choice of alternatives cannot be undertaken, even with the RE's or other project participants' own funds, prior to obtaining environmental clearance.

For purposes of the environmental review process, "commitment of funds" includes:

- Execution of a legally binding agreement
- Expenditure of CDBG-DR funds
- Use of CDBG-DR or non-CDBG-DR funds on actions that would have an adverse impact (e.g., demolition, dredging, filling, excavating, ground-disturbing activities)
- Use of CDBG-DR or non-CDBG-DR funds on actions that would be "choice limiting" (e.g., bidding the project, acquisition of real property, leasing property, rehabilitation, demolition, construction of buildings or structures, relocating buildings or structures, conversion of land or buildings/structures)

3.4 The Environmental Review Record

The RE is required to establish and maintain an ERR for each project, according to 24 CFR 58.38. The purpose of the ERR is to document the environmental review decision-making process and all actions taken during the course of the environmental review. At a minimum, the ERR must include the following:

- Description of the project and all related activities
- All environmental review documents
- Documentation of public involvement or notices, as applicable
- Public comments and responses to them, as applicable
- Written determinations and findings
- Verifiable source documentation and relevant data

- Request for release of funds and certification[1]
- Release of funds issued by the RE

The ERR must contain copies of all paperwork associated with the environmental review, including a well-organized written record of the process and determinations.

Documents produced supporting the environmental review must be available to the public upon request. The ERR is a legal document that may be subpoenaed. It serves as the RE's proof of compliance with the procedural provisions of federal environmental law and as defense against such challenges to the project based on environmental grounds.

3.5 Applicability of Environmental Review Procedures

HUD environmental review procedures and requirements apply to all activities related to a project with a federal nexus, including those activities that are paid for with local or other funds.

3.6 Levels of Environmental Review

Different project activities require different levels of environmental review and compliance. The level of environmental review that must be completed depends on the overall nature of the project. A first step in the environmental review process will be the RE's determination of the level of review needed. The five levels of review are:

- Exempt
- Categorical exclusion not subject to 24 CFR 58.5 (CENST)
- Categorical exclusion subject to 24 CFR 58.5 (CEST)
- Environmental Assessment (EA)
- Environmental Impact Statement (EIS)

Exempt and CENST project reviews must comply with 24 CFR 58.6; CEST, EA, and EIS project reviews must comply with 24 CFR 58.5 and 58.6.

3.6.1 Related Federal Laws and Authorities (24 CFR 58.5)

A main component of the environmental review process is to determine project compliance with the related federal laws and authorities. The RE must consider the criteria,

[1] As applicable, projects requiring a CEST, EA, or EIS should have a request for release of funds in the project files in addition to the release of funds issued by the RE.

standards, policies, and regulations of these laws and authorities. The related federal laws and authorities are listed in 24 CFR 58.5 of the regulation:

Historic properties

- The National Historic Preservation Act of 1966 (16 United States Code [U.S.C.] 470 et seq.), particularly sections 106 and 110 (16 U.S.C. 470 and 470h–2)
- Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 Federal Register [FR] 8921), 3 CFR 1971–1975 Comp., p. 559, particularly section 2(c)
- Federal historic preservation regulations as follows:
  - 36 CFR part 800 with respect to HUD programs other than Urban Development Action Grants (UDAG)
  - 36 CFR part 801, but only as it relates to UDAG
- The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 et seq.), particularly section 3 (16 U.S.C. 469a-1)

Floodplain management and wetland protection

- Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and this part, see 55.10 of this subtitle A.)
- Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted in HUD regulations at 24 CFR part 55, particularly sections 2 and 5 of the order

Coastal zone management

- The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.), as amended, particularly section 307(c) and (d) (16 U.S.C. 1456(c) and (d))

Sole source aquifers

- The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) et seq., and 21 U.S.C. 349) as amended, particularly section 1424(e)(42 U.S.C. 300h–3(e))
- Sole Source Aquifers (Environmental Protection Agency — 40 CFR part 149)

Endangered species

- The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section 7 (16 U.S.C. 1536)

Wild and scenic rivers

- The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) as amended, particularly section 7(b) and (c) (16 U.S.C. 1278(b) and (c))

Air quality

- The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended, particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d))
- Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency — 40 CFR parts 6, 51, and 93)

Farmland protection

- Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202)
- Farmland Protection Policy (Department of Agriculture — 7 CFR part 658)

HUD environmental standards+

- Applicable criteria and standards specified in 24 CFR part 51, other than the runway clear zone notification requirement in 51.303(a)(3)
- Also, it is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property
- The environmental review of multifamily housing with five or more dwelling units (including leasing), or non-residential property, must include the evaluation of previous uses of the site or other evidence of contamination on or near the site, to ensure that the occupants of proposed sites are not adversely affected by any hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended use of the property
- Particular attention should be given to any proposed site on or in the general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained, hazardous waste
- The RE shall use current techniques by qualified professionals to undertake investigations determined necessary

Environmental justice

- Executive Order 12898 — Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859

3.6.2 Other Requirements (24 CFR 58.6)

The RE remains responsible for addressing the following requirements in its ERR and meeting these requirements, where applicable, regardless of the level of review. The RE must comply with the following requirements of 24 CFR 58.6.

1. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001–4128), federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
   - The community in which the area is situated is participating in the National Flood Insurance Program (see 44 CFR parts 59 through 79), or less than one year has passed since the FEMA notification regarding such hazards.
   - Where the community is participating in the National Flood Insurance Program, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
2. Where the community is participating in the National Flood Insurance Program and the recipient provides financial assistance for acquisition or construction purposes, including rehabilitation, for property located in an area identified by FEMA as having special flood hazards, the RE is responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.
3. Flood insurance requirements cannot be fulfilled by self-insurance except as authorized by law for assistance to state-owned projects within states approved by the Federal Insurance Administrator consistent with 44 CFR 75.11.
4. Under section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
   - The person had previously received federal flood disaster assistance conditioned on obtaining and maintaining flood insurance.
   - The person failed to obtain and maintain flood insurance.
5. Pursuant to the Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. 3501), HUD assistance may not be used for most activities proposed in the Coastal Barrier Resources System.[2]

[2] Oregon does not have Coastal Barrier Resources System units.

6. In all cases involving HUD assistance, subsidy, or insurance for the purchase or sale of an existing property in a Runway Clear Zone or Clear Zone, as defined in 24 CFR part 51, the RE shall advise the buyer that the property is in a runway clear zone or clear zone, what the implications of such a location are, and that there is a possibility that the property may, at a later date, be acquired by the airport operator. The buyer must sign a statement acknowledging receipt of this information.

3.6.3 Environmental Assessment Process (24 CFR 58.40)

If the project does not meet the requirements to be classified as exempt, CENST, or CEST, then an EA must be completed. The RE must:

1. Determine existing conditions and describe the character, features, and resources of the project area and its surroundings and identify the trends that are likely to continue in the absence of the project.
2. Identify all potential environmental impacts, whether beneficial or adverse, and the conditions that would change as a result of the project.
3. Identify, analyze, and evaluate all impacts to determine the significance of their effects on the human environment and whether the project will require further compliance under related laws and authorities cited in 24 CFR 58.5 and 58.6.
4. Examine and recommend feasible ways in which the project or external factors relating to the project could be modified to eliminate or minimize adverse environmental impacts.
5. Discuss the need for the proposal, appropriate alternatives where the proposal involves unresolved conflicts concerning alternative uses of available resources, the environmental impacts of the proposed action and alternatives, and a listing of agencies and persons consulted.
6. Complete all environmental review requirements necessary for the project's compliance with applicable authorities cited in 24 CFR 58.5 and 58.6.

3.7 Levels of Environmental Review: Definition and Process

3.7.1 Exempt Activities

Certain activities are, by their nature, highly unlikely to have any direct impact on the environment. Accordingly, these activities are exempt from the environmental

requirements of NEPA and related laws and authorities. Exempt activities as listed in 24 CFR 58.34(a) include:

- Environmental studies, plans, and strategies
- Information and financial services
- Administrative and management expenses, including subgranting funds
- Public services without any physical changes
- Inspections and testing of properties for hazards or defects
    - Purchase of insurance
    - Purchase of tools
- Engineering or design costs
- Technical assistance and training
- Payment of principal and interest on HUD loans

Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair, or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.

Process:

- Subrecipient Agreement is signed.
- OHCS will make the level of review determination based on the project description.
- OHCS will request additional project information to assist in complying with the required certifications of the other requirements as listed in 24 CFR 58.6.
- OHCS will complete its review and upload the ERR in the system of record.
- OHCS will notify the subrecipient that the project is exempt and document the results of the 24 CFR 58.6 other requirements evaluation.
- Project can begin.

3.7.2 Categorically Excluded Activities Not Subject to 24 CFR 58.5

"Categorical exclusion" refers to activities that normally would not alter any conditions that would require an EA or EIS except in extraordinary circumstances. While these activities may not be subject to all NEPA procedural requirements, the RE must present evidence that the project activities meet the environmental requirements contained in other related laws, regulations, or Executive Orders.

Activities determined to be categorically excluded not subject to section 58.5 require compliance with regulations in 58.6 only. Activities considered categorically excluded not

subject to the related laws and authorities in 58.5 are listed in 58.35(b). Such activities include:

- Tenant-based rental assistance
- Supportive services, including, but not limited to, health care; housing services; permanent housing placement; day care; nutritional services; short-term payments for rent/mortgage/utility costs; and assistance in gaining access to local, state, and federal government benefits and services
- Operating costs, including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment, and other incidental costs
- Economic development activities, including, but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses, and similar costs not associated with construction or expansion of existing operations (For Economic Development Revolving Loan Fund projects, please see Chapter 4 of this subrecipient manual for more guidance.)
- Activities that assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and downpayment assistance, interest buy-downs, and similar activities that result in the transfer of title
- Affordable housing pre-development costs, including legal, consulting, developer, and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities that do not have a physical impact
- Approval of supplemental assistance, including insurance or guarantee to a project previously approved under 58.5(b) of this part, if the approval is made by the same RE that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under 58.47

Process:

- Subrecipient Agreement is signed.
- OHCS will make the level of review determination based on the project description.
- OHCS will request additional project information to assist in complying with the required certifications of the other requirements as listed in 24 CFR 58.6.
- OHCS will complete its review and upload the ERR in the system of record.
- OHCS will notify the subrecipient that the project is categorically excluded not subject to 58.5 and document the results of the 24 CFR 58.6 other requirements evaluation.
- Project can begin.

3.7.3 Categorically Excluded Activities Subject to 58.5

Activities determined to be categorically excluded subject to section 58.5 require compliance with regulations in 58.5 in addition to 58.6. These activities are categorically excluded from NEPA review because they would not individually or collectively have a significant impact on the environment. Activities considered categorically excluded subject to the related laws and authorities in 58.5 are listed in 58.35(a). Such activities include:

- Acquisition, repair, improvement, reconstruction, or rehabilitation of public facilities and improvements (other than buildings) when the facilities are in place and will be retained for the same use without change in size or capacity of more than 20% (e.g., replacement of water or sewer lines, reconstruction of curbs and sidewalks, repaving of streets)
- Special projects for the removal of material and architectural barriers that restrict the mobility of and accessibility for the elderly and persons with disabilities
- Rehabilitation of buildings and improvements when the following conditions are met:
    - Multifamily residential buildings: (a) unit density is not changed more than 20%, (b) the project does not involve changes in land use from residential to non-residential, and (c) the estimated cost of rehabilitation is less than 75% of the total estimated cost of replacement after rehabilitation
    - Non-residential structures, including commercial, industrial, and public buildings: (a) the facilities and improvements are in place and will not be changed in size or capacity by more than 20% and (b) the activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial, or from one industrial use to another
- An individual action on one- to four-family dwelling units or an individual action on a project of five or more units on scattered sites when the sites are more than 2,000 feet apart and there are not more than four housing units on any one site
- Acquisition (including leasing) or disposition of, or equity loans on, an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed, or disposed of will be retained for the same use
- Combinations of the above activities

Process:

- Subrecipient Agreement is signed.
- OHCS will make the level of review determination based on the project description.
- OHCS will notify the subrecipient that the project is categorically excluded subject to 58.5.
- OHCS will request additional project information to assist in complying with the required certifications of the related laws and authorities as listed in 24 CFR 58.5 and other requirements in 24 CFR 58.6.
- OHCS will complete its review, enter the ERR into the system of record,[3] and publish the Notice of Intent to request release of funds from HUD. The public will have seven days to comment to OHCS.
- After public comment has been completed, OHCS will submit to HUD the request for release of funds. HUD will then hold a 15-day public objection period.
- After the 15-day objection period has ended and if there is no follow-up action needed, HUD will send the AUGF to OHCS.
- OHCS will notify subrecipient that the project can begin.

3.7.4 Environmental Assessment

An EA must be prepared for projects with activities that are neither exempt nor categorically excluded unless the RE immediately identifies an EIS is required. The EA is the basis for a determination by the RE as to whether or not the proposed project is "a federal action [that] has the potential to cause significant environmental effects."[4] This is called a "level of clearance" finding.

The EA includes both a review of the related laws and authorities as listed in 24 CFR 58.5 and the other requirements as listed in 24 CFR 58.6, and preparing the EA as listed in 58.40. The assessment also includes examining and recommending feasible ways to eliminate or minimize adverse environmental impacts and examining alternatives to the project itself, if appropriate. The EA will result in either a Finding of No Significant Impact or a Finding of Significant Impact. If the EA results in a Finding of Significant Impact, the RE must proceed with an EIS.

[3] If the RE is not OHCS, the system of record would be the HUD Environmental Review Online System (HEROS). Information on how to use HEROS and gain access is available here: hudexchange.info/programs/environmental-review/heros/

[4] Review the EA explanation provided by the EPA here: epa.gov/nepa/national-environmental-policy-act-review-process#ea

Process:

- Subrecipient Agreement is signed.
- OHCS will make the level of review determination based on the project description.
- OHCS will notify the subrecipient that the project needs an EA.
- OHCS will request additional project information to assist in complying with the certifications of the related laws and authorities as listed in 24 CFR 58.5 and the other requirements as listed in 58.6, and preparing the EA as listed in 58.40. For construction projects, 30% design plans may be requested to show the general construction plans, scope, and elevation.
- OHCS will complete its review, enter the ERR into the system of record, and publish the Finding of No Significant Impact/Notice of Intent to request release of funds from HUD. The public will have 15 days to comment to OHCS.
- After public comment has been completed, OHCS will submit to HUD the Finding of No Significant Impact/Request for Release of Funds. HUD will then hold a 15-day public objection period.
- After the 15-day public objection period has ended and if there is no follow-up action needed, HUD will send the AUGF to OHCS.
- OHCS will notify subrecipient that the project can begin.

3.7.5 Environmental Impact Statement

An EIS is required when the project is determined to have a potentially significant impact on the human environment. It is not anticipated that any CDBG-DR projects will reach this level of review. Any required EIS would begin with a scoping exercise to identify the essential components of that individual EIS.

3.8 Sample Project Information Requested

Once the RE completes their determination for the level of review required, they will provide a checklist to the subrecipient for additional project information to assist with the preparation and completion of the ERR. Information to be requested may include the following, in addition to other needs identified by the RE:

Description of the Proposed Project [24 CFR 50.12 and 58.32; 40 CFR 1508.25]: A project description to include any land ownership transfers/purchases, land-use changes, address, assessor parcel number(s), as well as a description of any planned excavation, construction, and demolition activities; existing and proposed use(s); site development features such as setbacks, height and general design, and number of parking spaces;

project sustainability features; and planned best management practices for construction and/or operations.

Construction details should include period of construction, types of activity involved, as well as foundation type, excavation depth, and cut/fills estimates. Depending on noise and air quality conditions identified during review, there may be additional construction details requested, such as construction haul truck trips. A proposed development site plan may also be requested.

Statement of Purpose and Need for the Proposal [40 CFR 1508.9(b)]: Basic statement of the purpose and need of the project, which may require follow-up.

Existing Conditions and Trends [24 CFR 58.40(a)]: Summary of existing uses on site, including building age and utility connections (e.g., septic vs. sewer), current occupancy status, and any completed reports (e.g., geotechnical, arborist).

Funding Information [24 CFR 58.32(d)]: Grant number, HUD program title, and funding amount. Estimated total HUD-funded amount, as well as total project cost (HUD and non-HUD funds).

Clean Air: Additional construction details may be requested if the project is located in an air basin or district that is in a nonattainment area[5] for criteria pollutants.

Contamination and Toxic Substances [24 CFR Part 50.3(i) and 58.5(i)(2)]: Dependent on the nature of the proposed project, including site acquisition, a Phase 1 Environmental Site Assessment may be needed. *NOTE: A Phase 1 Environmental Site Assessment is different from a NEPA environmental assessment.*

Explosive and Flammable Hazards [24 CFR Part 51 Subpart C]: If the project involves new aboveground storage tanks (e.g., fuel oil, gasoline, propane), additional details may be requested.

Noise: For residential projects where an existing community noise level exceeds the day-night average sound level of 65 decibels (dB), noise attenuation measures may be required in building and site design. Additional information may be requested to assure a maximum interior level of 45 dB.

[5] A nonattainment area is a location where the concentration of one or more criteria pollutants is above the National Ambient Air Quality Standards (NAAQS), established by the Environmental Protection Agency. Examples of criteria pollutants include ozone, particulate matter, sulfur dioxide, lead, carbon monoxide, and nitrogen dioxide. Additional information on the NAAQS and criteria pollutants may be found here: epa.gov/green-book

3.9 Starting the Project

Once the subrecipient has received the notice to proceed from the RE, they may begin implementation of the project and may incur expenses.

In cases in which RE has given notice that a project can proceed, but subsequently learns that the subrecipient or project partner violated 58.22 or otherwise failed to comply with the applicable environmental authority, the RE is required to impose appropriate remedies and sanctions in accordance with the law and regulations for the CDBG-DR program, under which the violation was found, in accordance with 58.72(c).

3.10 Compliance Monitoring

Each CDBG-DR subrecipient will be monitored to determine if project information requested was accurately given to the RE to prepare the ERR. The monitoring will involve a review of the documentation provided as well as on-site monitoring.

The RE is responsible for monitoring and ensuring compliance with any mitigation measures identified during the environmental review. Documentation demonstrating that the mitigation measures have been implemented must be included in the ERR and may be requested from the subrecipient.

3.11 Oregon Environmental Laws

Subrecipients must also follow Oregon environmental laws and requirements as issued by the Oregon Department of Environmental Quality (DEQ). A list of Oregon's Revised Statues is maintained on DEQ's website here: oregon.gov/deq/Regulations/Pages/statutes.aspx

Subrecipients executing agreements that exceed $150,000 for work performed under CDBG-DR are required to include contract clauses for the Clean Air Act and Federal Water Pollution Control Act as amended.[6]

Wetlands:

- Oregon Administrative Rules (OAR), 141086-0180 through 0240, and 141-086-0300 through 0350

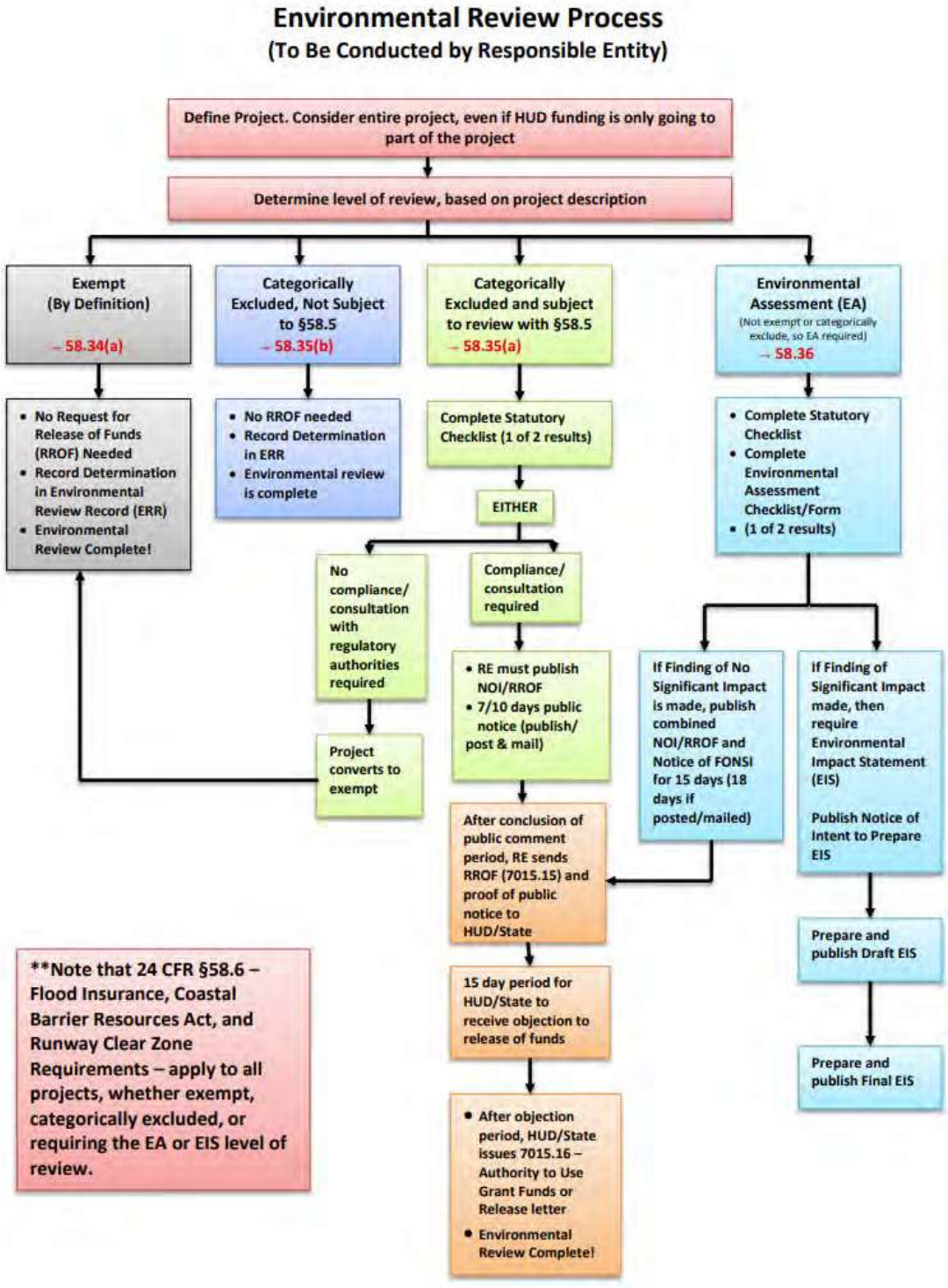
Oregon State Scenic Waterways:

- Scenic Waterways Act, Oregon Revised Statutes 390.805 to 390.940
- Scenic Waterways Rules, Oregon Administrative Rules, Chapter 736, Division 40

[6] For a complete list of contract clauses please refer to the Subrecipient Manual Chapter 5 – Procurement. Only the required clauses related to environmental regulations are included here.

When a site is within the geographic boundary of an Oregon Scenic Waterway, review by the Oregon Parks and Recreation Department is required. Their initial screening will determine whether a formal Notice of Intent is needed; if so, the applicant must submit a Notice of Intent plan for approval once official site plans are sufficiently developed.

3.12 Appendix A: Environmental Review Process Diagram



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Financial Management

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4 Financial Management

4.1 Introduction

Financial management is the process of using funds effectively, efficiently, and transparently. It is the path to establish, implement, and follow policies, procedures, and rules of conduct to meet the federal financial management requirements and cost principles, and then, through methods and standards, ensure that all integral functions stay on track.

Adequate and effective financial systems must be implemented and followed to ensure that the management of federal funds meets the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) found in 2 CFR Part 200. This includes the following:

- Record all financial transactions.
- Relate expenditures to the activity.
- Ensure compliance with laws and regulations.

4.2 Establish CDBG-DR Financial Management

4.2.1 Ensure That an Effective Financial Management System Is in Place

Subrecipients should be able to meet these financial management requirements with existing financial systems; however, it may be necessary to augment existing systems by developing special procedures that bring the systems in compliance with the requirements for post federal award, including the cost principles, outlined in the Uniform Guidance. Oregon Housing and Community Services (OHCS) encourages its subrecipients to work with their own financial staff, accountants, and auditors to develop the systems and expertise needed to ensure control of the subrecipient's financial affairs to meet the federal requirements. Financial management training is provided by OHCS, with technical assistance offered upon the subrecipient's request or otherwise determined beneficial by OHCS or the U.S. Department of Housing and Urban Development (HUD).

The requirements for financial management systems are found in the Uniform Guidance at 2 CFR Part 200.302 (b)(1-7). Additionally, the subrecipient should refer to the subrecipient agreement executed with OHCS for contractual expectations of adequate financial management systems and the scope and frequency of financial reporting.

Additional information on the requirements of a Community Development Block Grant Disaster Recovery (CDBG-DR) financial system can be found later in this chapter in the Required Elements of Financial Systems section.

4.2.2 Execute Required Forms

The subrecipient is responsible for executing the following forms required by OHCS:

Automated Clearing House (ACH):

- The completed ACH form must be returned to hcs.achwires@hcs.oregon.gov. To avoid processing delays, please make sure to include a voided check or letter from the bank confirming the account information. The ACH form is password protected. The OHCS contract administrator will communicate the protected password by phone or separate email.
- Payments made to the subrecipients will be paid electronically.

W-9:

- A 1099 will be issued to appropriate entities each year as required by the Internal Revenue Service to report the award(s) payments that are received from OHCS.
- The subrecipient must return the completed W-9 to the OHCS contract administrator in order to begin the setup process.

4.2.3 Submit Subrecipient Budget Form

Subrecipients will be required to complete a subrecipient budget form that details how budget categories (e.g., personnel, contracts, travel, project delivery costs, facilities, and administration costs) are calculated. If a subrecipient is managing multiple projects or activities, then a separate budget form is needed per each project/activity. Subrecipients will provide justifications for why certain costs are needed or provide supporting documentation with the budget form to substantiate the budget amount requested.

OHCS will review budget forms and may respond with questions that need to be addressed before the budget and subrecipient agreement are approved. Once they are approved, subrecipients may make changes to any budget category amounts up to 10% of the total award amount per line item with the approval of OHCS so long as budget categories are not added or deleted, the total dollar amount of the agreement is not affected, and the outcomes of the agreement will not be affected as determined by OHCS. Such changes must be approved in writing and signed by OHCS and the subrecipients. Amendments to the contract are required for any other budget changes that include a need to increase/decrease the overall budget or if there is a need for time extension.

4.3 Required Elements of Financial Systems

The requirements in 2 CFR Part 200.302(b)(1-7) specify standards to ensure that a non-federal entity receiving federal funds has an adequate financial management system that conforms with the Uniform Guidance in 2 CFR Part 200 and:

1. Provides effective internal control over and accountability for all CDBG-DR funds, property, and other assets
2. Adequately safeguards these assets and confirms the assets are used for authorized purposes
3. Follows established policies and procedures
4. Follows the terms and conditions of the subrecipient agreement with OHCS
5. Identifies the source and application of the CDBG-DR funds
6. Verifies allowable costs in consideration of cost reasonableness, cost allocability, and the composition of costs as either direct or indirect
7. Documents through effective recordkeeping the accurate, complete, and timely disclosure of financial results using generally accepted accounting principles (GAAP) in accordance with the reporting requirements of OHCS or HUD
8. Reduces the time elapsed between the transfer of funds from the U.S. Treasury and proper disbursement

4.3.1 Relevant Federal and State Regulations and State Policies

The CDBG-DR regulations include but are not limited to:

- CDBG-DR Consolidated Notice and Allocation Announcement Notice, 87 FR 6364 published Thursday, Feb. 3, 2022
- CDBG-DR program, 24 CFR Part 570 (Subpart I, 570.480-497), state CDBG program
- Per the Consolidated Notice waiver and alternative requirement that a state may carry out activities directly, including through assistance provided under agreement with subrecipients: 24 CFR Part 570.503 (b)(4) contains the applicability of the uniform administrative requirements (24 CFR Part 570.502) for subrecipients
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Cost Principles and Audit Requirements)
    - This regulation, which applies to government agencies, sets forth uniform requirements for financial management systems, fiscal controls, cost principles, allowable costs, audit requirements, reports and records, grant closeouts for recipients of federal grant funding, etc.

4.3.2 Financial Management Requirements

The following sections are provided to assist in understanding the minimum federal requirements for financial management and identify specific areas in need of upgrades and improvement. The federal regulations contain requirements to guide adequate financial management systems in eight specific areas:

1. Internal controls, 200.303
2. Accounting records, 200.302(b)(3)
3. Allowable costs, 200.402-406
4. Source documentation, 200.302(b)(3)
5. Budget controls
6. Cash management, 200.305
7. Financial reporting, 200.329; Consolidated Notice
8. Audits, 2 CFR Part 200, Subpart F – Audit Requirements (See Chapter 15: Project Reports and Closeout.)

4.3.3 Internal Controls (200.303)

The Uniform Guidance in 2 CFR Part 200.303 requires non-federal entities to maintain a system of internal controls that provide for reasonable assurance that the entity is managing the award in compliance with federal statutes, regulations, and the terms and conditions of the award. Internal controls are a combination of procedures, specified job responsibilities, qualified personnel, and records that create accountability within an entity's financial management system, safeguard all grant property (whether cash or other assets), and ensure that it is used solely for authorized purposes. All grant recipients must establish and maintain internal controls to protect the integrity of the grant funds.

The internal control framework should be in place before grant expenditures are incurred; however, entities must perform ongoing evaluations to determine if internal controls are operating as intended. Per the requirements of 2 CFR Part 200.332, OHCS conducts a risk assessment of the subrecipient's capacity to comply with the minimum federal regulations internal control environment in order to determine the appropriate level of subrecipient monitoring; however, OHCS may inquire of processes or specific documents prior to the subrecipient agreement being executed. OHCS conducts monitoring of subrecipients to ensure that each of the CDBG-DR funds are used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subrecipient agreement, and that performance goals are achieved. See Chapter 13: Monitoring and Audit for more information.

Each entity is responsible for reviewing its practices and processes to determine where risk exists and where and how controls can be established to mitigate them.

Note: The single audit objectives include the auditor making the determination that the grant recipient established an accounting system with adequate internal controls that provide full accountability for revenues, expenditures, assets, and liabilities.

Control is enhanced when the duties of personnel (entity/organization members) are divided so that no one person handles all aspects of a transaction from beginning to end. One person should not have control of more than one of the following:

- Authorization to execute a transaction
- Recording of the transaction
- Custody of the assets involved in the transaction

Many of the most effective techniques for providing internal controls are very simple. Some examples are:

- Creating a current organizational chart that clearly indicates the individuals involved in approving or recording financial transactions and their responsibility
- Constructing a written description of the functions of key staff
- Establishing and following written conflict of interest policies
- Recording cash receipts immediately
- Ensuring that someone other than the person who signs the checks will reconcile bank accounts monthly
- Ensuring that checks to vendors are only issued in payment of approved invoices and that the supporting documents are marked as paid
- Assigning a separation of duties for the personnel responsible for the physical custody of an asset and the personnel keeping the records related to that asset

The Uniform Guidance in 200.303 provides suggestions to establish and maintain internal controls with two options for compliance:

- Standards for Internal Control in the Federal Government, known as the Green Book, issued by the Comptroller General of the United States
- Internal Control — Integrated Framework, issued by the Committee of Sponsoring Organizations of the Treadway Commission

There are a few basic internal controls that all grant recipients should prioritize.
The following table includes recommended actions that subrecipients can employ to reduce the risk of both grant mismanagement and fraud.

Internal Control	Actions
Formal written policies and procedures to establish control components	• Designate authority for who can request and approve grant spending. • Evaluate the procedures for procuring goods and services. • Establish a process to minimize the time between requesting grant funds and paying suppliers and contractors.
Segregation of duties to mitigate against fraud, waste, and abuse	• Determine the proper level of authorization for purchases. • Limit access to inventory, equipment, and banking accounts to personnel authorized to use the assets.
Adequate internal monitoring to ensure that the entity is following the internal control components in place	• Ensure that existing policies and procedures are understood and followed. • Conduct, at minimum, an annual review and update to policies and procedures. • Review performance of allowable cost review checklists to ensure that charges to the CDBG-DR award are reasonable, allocable, and not otherwise limited or excluded by the subrecipient agreement, OHCS Subrecipient Financial Management Policy, or federal cost principles regulations.
Reconciliation of grant expenditures to the budget	• Schedule account reconciliations to ensure that financial information is current and updated in a timely manner.

Appropriate controls to secure and safeguard assets and ensure that controls are only used for authorized purpose by the award	• Protect property from loss, damage, or theft.
	  ○ Establish a control system that will detect/investigate when assets go missing.
	  ○ Match property record to financial records and supporting documentation.
	  ○ Conduct unscheduled periodic physical inventory of assets.
	• Utilize written job description to illustrate personnel roles and job responsibilities to mitigate the misuse of assets, including bank accounts.

Internal Control	Actions
Formal system of authorization and supervision to provide accounting control over assets, liabilities, receipts, and expenditures	• Follow updated policy manual that identifies approval authority for financial transactions and detailed guidelines for controlling expenditures. • Follow written accounting procedures for recording deposits and expenditures. • **Best Practice**: Create a step-by-step guide for each of the financial and program management procedures, specifying the steps in the procedure, the position responsible, the action to be taken, and the standard of prompt action for each step. • Engage effective supervisory review and approval prior to spending to provide checks and balances for proper authorization.
Adequate source documentation produced and retained	• Review documentation policies to ensure that there is enough detail: o What was the purchase and what is the basis for the (cost)expenditure? o Who spent the funds and who authorized the spending? o When was the expenditure authorized and when did it occur? o Where should the cost be allocated? Provide pathway to separate costs between the CDBG-DR award and non-federal activities. • Be prepared to defend the cost months and even years from the time of purchase. • Provide adequate project documentation. Include a detailed narrative explaining the objectives of the project and how the project activities and costs are supporting those objectives. • Ensure appropriate manager review for related documentation review. o Make sure that a purchase request/requisition is signed by the manager with direct (relevant) budgetary responsibility.

4.3.4 Accounting Records

Accounting records must adequately identify the source and application of the CDBG-DR funds.

Subrecipients may manage multiple federal, state, and local grants, as well as other sources of cash. Each grant and source of income is unique — it has its own fund, own chart of accounts, and own specific list of eligible activities. The costs incurred for a specific grant award must be properly allocated to each fund or grant source. Incurred costs are only eligible for federal reimbursement when those costs are allocated to the specific fund source, based on proper supporting documentation.

Additionally, subrecipients should have effective control over and accountability for all CDBG-DR funds, property, and other assets in their possession (acquired/assisted by CDBG-DR funds). In order to meet these requirements, their financial management system must provide for the following:

Chart of Accounts. This is a list of names, classifications, and the numbering system for the subrecipient's individual accounts containing basic information about specific financial transactions for the organization.

Identify the CDBG-DR project award information:

- Federal program and Assistance Listing Number: HUD CDBG-DR, 14.228
- Federal Award Identification Number for the OHCS CDBG-DR award: B-21-DZ-41-001
- OHCS as the pass-through entity/awarding entity
- Project number assigned by OHCS to the subrecipient agreement

Accounting Records. Records must contain information for the CDBG-DR award: authorizations, financial obligations, unobligated balances, assets, and expenditures and be supported by source documentation.

- Identify and provide reliable, up-to-date information on the sources and uses of the CDBG-DR funds.
- Provide accurate, current, and complete disclosure of the financial results of the CDBG-DR award. Report on actual expenditures against the budget 2 CFR Part 200.328. (See Chapter 15: Project Reports and Closeout for quarterly reporting requirements.)
- Keep project spending separate from other types of spending.
- Tie actual spending to the financial records and source documentation. Provide explanations for cost overruns and underruns.

- Correct errors as soon as possible. Use adjusting journal entries and correction memos to explain the adjustments.[1]
- Keep financial records and statements up to date.
- Keep written procedures for requesting the funds from OHCS.
- Keep written procedures for accounts payable.
- Track the flow. Report the source and application of the CDBG-DR funds by providing:
  - Copies of all requests for payment to OHCS
  - Payment to all suppliers, vendors, and contractors
  - Reimbursement for personnel time and effort

Reconciliation. Provide documentation of comparison of CDBG-DR expenditures with CDBG-DR budget amounts.

Documentation. Ensure that the CDBG-DR funds have been used according to the terms and conditions of the subrecipient agreement, OHCS Subrecipient Implementation Policy, and all relevant federal statutes and regulations.

4.3.5 Allowable Costs

Most CDBG-DR appropriations acts require funds to be used for " . . . necessary expenses for activities . . . related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization and mitigation in the most impacted and distressed areas."

The costs of carrying out project activities not only include goods and services provided by third parties, such as construction contractors, but also include the costs incurred by subrecipients in connection with the use of their own staff and other resources to carry out the activity or activities.

The activities budgeted under the subrecipient agreement are deemed eligible to comply with the OHCS CDBG-DR Action Plan. Costs incurred by the subrecipient to carry out these activities occur within the period of performance for the award and comply with all federal requirements as explained in this section.

Note: The appropriate environmental review clearance must be completed before funds are obligated or expenses are incurred for any project activity cost, whether paid for with CDBG-DR or non-CDBG-DR funds.

[1] HUD OIG Integrity Bulletin: Key Components of Financial Management for CPD Grants, Winter 2017

4.3.5.1 CDBG-DR Eligible Activity

The Housing and Community Development Act of 1974 (HCDA) provides the basic framework for the CDBG-DR appropriation. Generally, if an activity is not specified in the HCDA, it is not considered eligible under the state CDBG program. However, if the entitlement (cities and counties that automatically qualify for the CDBG program) regulations provide for an interpretation that an activity is eligible under the HCDA, that eligibility interpretation is applicable to the state CDBG program and state CDBG-DR grantees. For CDBG-DR funds, the Consolidated Notices provide several waivers and alternative requirements for OHCS and its subrecipients to carry out activities in a similar manner to a CDBG entitlement grantee.

The CDBG-DR appropriations acts require an extra layer for eligibility; activities must be related to the disaster and long-term recovery, and tie-back to the disaster must be documented.

CDBG-DR assisted activities must meet standards for determining eligible costs per 24 CFR Part 570.200, or are otherwise subject to a waiver or alternative requirement under the Consolidated Notice. With the exception of grant administration and planning activities, CDBG-DR assisted activities must meet at least one of these three national objectives:

1. Benefit low-and moderate-income (LMI) persons.
2. Aid in the prevention or elimination of slums or blight.
3. Meet a need having a particular urgency (referred to as urgent need).

Additionally, a CDBG-DR activity must:

- Be included in the approved ReOregon CDBG-DR action plan.
- Comply with other applicable federal requirements.

The CDBG-DR award may include terms and conditions to satisfy requirements for mitigation activities. (See Chapter 12: Mitigation.)

4.3.5.2 Period of Performance

The period of performance for the subrecipient grant agreement is stated within the terms and conditions of the award. Subrecipients may charge pre-award costs that are outside the period of performance to the CDBG-DR program with written OHCS approval if the contract allows such costs to be charged and if the approved budget includes those pre-award costs. Otherwise, all requests for payment must be for services rendered within the contract period of the subrecipient grant agreement.

4.3.5.3 Cost Principles

Cost principles are those common principles that help determine the costs for specific activities and the costs that are chargeable to grants, awards, and other agreements. Although the cost principles for the CDBG-DR award may be similar to cost principles for local governments or for nonprofit organizations, the most stringent requirements apply. As a subrecipient, you must ensure that you are using the appropriate Office of Management and Budget (OMB) guidance and that you are also in compliance with all applicable state and local requirements (following the stricter of these requirements).

OMB has established cost principles for federal grant programs, detailed in 2 CFR Part 200.400 (Subpart E – Cost Principles). Your financial management system must provide for written procedures to determine the allowability of costs as provided in Subpart E. Writing internal procedures for applying cost principles requires understanding and defining five key terms:

- **Necessary —** 200.403(a)

  The very first consideration is if the good or service is necessary to carry out the project scope and objectives relevant to the CDBG-DR award.
- **Reasonable —** 200.404

  The reasonable cost standard means assessing if the amount of expenditure exceeds the amount a prudent person would have spent under the same circumstances and at the time the decision was made to purchase the item. Note that the decision is considered under the circumstances in place at the time the decision was made.
- **Allocable —** 200.405

  Allocable means that the costs can be allocated to a cost objective, in this case, in accordance with the relative benefit received by the activity under the CDBG-DR award. It also means that costs are treated consistently with other costs incurred under like circumstances.
- **Allowable and Unallowable —** 200.403

  If costs are reasonable and allocable, then an allowability assessment follows. Federal cost principles outline costs that are allowed under the terms and conditions of federal awards. Additionally, refer to the terms and conditions of the subrecipient agreement. For costs to be allowable, you must apply policies uniformly to all activities, not just the CDBG-DR award. Unallowable costs are costs that cannot pass the reasonable and allocable test, and likely include costs that are explicitly excluded from the list of permissible costs under the federal cost principles.

- **Documented —** 200.403(g); 200.300-309

  Perhaps the most important element for understanding the application of cost principles is that every detail must be documented; no detail is too small or unimportant to document. **For costs to be allowable, they must also be adequately documented.** Documentation requirements apply to every aspect of grant management — the term "over-documentation" does not exist in the post federal award environment.

4.3.5.4 Determination for Allowable Costs

No accounting system can make cost allowability or reasonableness determinations. Staff must be trained in the requirements and have a go-to person who knows the program regulations. There is a simple aid in determining what is eligible for reimbursement and why it is eligible as well as how to document compliance with financial management standards.

4.3.5.4.1 When costs are reasonable, allowable, documented, and allocable (RADAR), then they are reimbursable

This RADAR test is applied to ensure that, when costs are charged, they are limited to those that are (only) allowable and reimbursable.

Refer to the project budget in the subrecipient agreement to identify the approved project activities on a line-item basis. Any questions about eligible costs during the implementation of the project should be discussed with OHCS before the expense is incurred or approved.

Examine the cost to be:

Requirement	Consideration
Authorized by OHCS	• Does the cost directly relate to an activity or line item in the project budget? • Does the cost meet any stipulations in the subrecipient agreement relevant to the activity?
Necessary (200.403(a))	• Is the cost necessary to carry out the program/project activity?
Reasonable (200.404)	• Have purchasing or procurement procedures sbeen followed? • Is the cost in line with fair market prices (at the time of procurement) for comparable goods or services?

Requirement	Consideration
	• Would a "prudent person" agree that the item is reasonable?
Allowable — Conforming to limitations or exclusions (200.403(b))	• Is the cost permissible and NOT disallowed under the 55 specific items of cost found in the Uniform Guidance in 200.420-475? ○ Specific costs always unallowable for federal funding are lobbying, fundraising, bad debts, contingencies, fines and penalties, losses on other awards, unnecessary travel costs, contributions and donations, and certain depreciation or use allowances. • Is the cost permissible under the program statute and regulations? • Is the cost permissible under the terms and conditions of the subaward, the subrecipient grant agreement? • Is the cost permissible under state statute, if applicable? • Is the cost permissible under local policies?
Consistent with policies and procedures	• Do the entity's policies and procedures apply the same rules for federal programs as they do for state (applicable to state agency partners) and local programs (applicable to local units of general local government)? • Would the cost be the same amount if it were funded by a state or local program?
Allocable (200.405(a))	• Is the cost incurred specifically for the CDBG-DR award? • If the cost benefits the federal program and other work of the entity, was the cost distributed in proportions that may be calculated using reasonable methods? • Was the cost NOT incurred because another grant ran out of funds?
Determined in accordance with GAAP (200.403(e))	• Is the cost determined in accordance with GAAP or as otherwise provided for in the Uniform Guidance (applicable to the CDBG-DR award)?
Be net of applicable credits (200.406)	• Have any credits such as purchase discounts or price adjustments been deducted from the total costs charged?

Requirement	Consideration
Adequately documented (200.403(g) and 200.302(b)(3))	• Is there documentation demonstrating the need, the purchase, and use of the item? • Are there records that identify the source and application of funds and contain information regarding authorizations, obligations, unobligated balances, assets, and expenditures that are supported by source documentation?

4.3.5.5 CDBG-DR Cost Types

The costs directly linked to a specific project include the costs associated with undertaking a specific type of project and the costs incurred by the grant recipient to deliver the specific project or service to a beneficiary. These activities will need to be properly categorized when the subrecipient submits the **reimbursement request** for CDBG-DR funds to OHCS.

Note: Subrecipients may be awarded subrecipient agreements that contain a budget for both project costs and activity delivery costs, which means the subrecipient is the responsible organization to carry out the project and to report project accomplishments and performance measures. For other program activities, OHCS will be the responsible organization and directly administer activities with the assistance of subrecipients. For the latter, these subrecipient agreements will only contain a subrecipient budget for program delivery costs. Consult specific program guidelines for additional guidance in regard to cost reasonableness for project costs and project delivery costs.

Project costs are the direct costs of undertaking a project and can be tied to a final cost objective and eligible activity that meets a national objective. Some examples of projects costs are:

- Acquisition costs
- Construction hard costs
- Demolition and site clearance costs
- Developer fees, contractor overhead, and profit
- Costs to deliver public services, including staff time and other direct costs
- Payments to homeowners for reconstruction activities
- Loans to businesses to assist with repairs or provide working capital

Activity delivery costs (ADCs) are like administrative costs but are used specifically to meet the requirements to complete a particular project, especially as it applies to meeting CDBG-DR requirements. These are costs incurred that are directly related to the delivery of a specific CDBG-DR project or service to a beneficiary. Some examples of eligible ADCs when paid directly by subrecipients or conducted by staff include:

- Activity-specific construction oversight
- Project-specific accounting and payments
- Activity-specific monitoring, oversight, and management
- Activity-specific legal services (drafting contracts)
- Activity-specific staff and contracted services
- Project-specific environmental review, design, and engineering (completed by the subrecipient or subrecipient's contractor)
- Development of activity-specific policies and procedures
- Marketing and outreach to applicants and contractors for a specific activity
- Applicant intake
- Processing of applications for assistance

Note that specific projects may include one or more Disaster Recovery Grant Reporting (DRGR) activities, and the subrecipient must be able to appropriately allocate staff and contractor costs to the activities.

4.3.5.6 Direct vs. Indirect Costs

Direct costs are those that can be identified specifically with a particular final cost objective, such as construction-related costs for an infrastructure project under the CDBG-DR award, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Identification with the CDBG-DR award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect costs for the purpose of cost allocation to the award. Typical direct costs chargeable to the CDBG-DR award are:

- Cost of materials or services, such as professional services or construction services, especially for the purpose of the award
- Compensation of employees for time that can be identified specifically for the performance of the award

Under the cost principles, the rules of necessary, reasonable, allocable, allowable, and documented still apply to direct and indirect costs.

Indirect costs (facilities and administration) are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefitted. Indirect costs include costs that are frequently referred to as overhead expenses such as rent and utilities as well as general and administrative costs.

There are three methods or options for charging indirect costs under 2 CFR Part 200.332. The first is through a negotiated indirect cost rate agreement, the second is the de minimis rate option, and the third is through the use of a cost allocation plan.

	Type	Basis/Requirements	Required Documentation
1	Negotiated Indirect Cost Rate Agreement (NICRA)	An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government	Federal approval letter, dated and signed, or a certificate of indirect costs
2	De minimis	10% of modified total direct costs (MTDC)	For subrecipients that undergo a single audit, OHCS will verify that the report states that the subrecipient uses or chooses not to use the de minimis rate across all grants.
3	Cost allocation plan (document that specifies the method for how direct and indirect costs are treated)	A negotiated and validated cost allocation method between OHCS and a subrecipient. 1. May be based on a prior negotiated rate between a different pass-through entity (any non-federal entity[2] that provides a subaward) and the same subrecipient. 2. If NO prior negotiated rate exists, OHCS can approve based on the subrecipient's submission of reasonable documentation outlining the basis for calculation and application.	Subrecipient negotiated agreements, policies, and/or financial reports that demonstrate the method for how direct and indirect costs are calculated and applied.
4	No indirect costs requested	Subrecipient opts out of claiming indirect costs in budget.	None

[2] A state, local government, Indian tribe, institution of higher education, or nonprofit organization

OHCS CDBG-DR Financial Policies — Indirect Cost Pathways

During program budget reviews, OHCS will work with subrecipients to discuss and understand the scope of work, the budget of scope items, and the allowability of costs and confirm if subrecipients want to be reimbursed for indirect costs. If subrecipients request to be reimbursed for indirect costs, OHCS will allow subrecipients to choose three options in the following order.

1. **Federally Negotiated Rate**: A subrecipient can use the federally approved rate in a NICRA (see 200.332(b)(4)(i) and 200.414(d)).[3] OHCS may request a copy of the NICRA and test the authorized indirect cost rate (ICR) during monitoring.
2. **De Minimis**: Per 2 CFR Part 200.414(f) and 2 CFR Part 200.332(b)(4)(i), if the subrecipient does not have a NICRA or a negotiated indirect cost rate with another pass-through entity, OHCS can allow subrecipients to choose the de minimis rate. If the de minimis rate is applicable to the eligible entity and used, the rate needs to be treated consistently across all federal awards. For subrecipients that undergo a single audit, OHCS will verify that the report states that the subrecipient decided to use the de minimis rate across all grants.
3. **Cost Allocation Method**: The last option only applies if a subrecipient does not have a NICRA or does not elect to use the de minimis rate. If the subrecipient is incurring costs that benefit two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefited projects. OHCS will work with the subrecipient to negotiate and validate a reasonable basis for documenting the allocation of indirect costs (2 CFR Part 200.405(b), 2 CFR Part 200.405(d), and 2 CFR Part 200.332(b)(4)(i). A "reasonable basis" is not intended to meet the higher standard that is required to receive a federally negotiated rate. For due diligence, OHCS can request that the subrecipient provide proof that the method has been negotiated with another pass-through entity or collect documentation for review when monitoring the subrecipient. Examples of documentation to review at monitoring for the cost allocation method may include:

[3] OHCS will refer eligible applicants to their appropriate federal cognizant for ICR proposal processing to ensure that NICRAs are up to date. For entities with pending ICR proposals, OHCS will accept evidence of submission followed by the agreement with a provisional rate within 30 days of authorization but no later than within six months of contract date. For each ICR proposal, OHCS and/or its subrecipient will need to maintain on file a certificate of indirect costs, as described in Appendix IV to Part 200, Title 2, that has been signed by the subrecipient's chief financial officer. This is something HUD will look for when using Exhibit 34-2A to monitor CDBG-DR grantees for compliance with cost allowability provisions of Part 200.

- Review policies, spreadsheets, and/or systems showing how the cost allocation method is being performed
- Subrecipient's expense reimbursement: Verify there are no charges for unallowable costs captured in indirect cost pool (e.g., interest expense, fees)
- Samples of transactions (e.g., review checks paid, receipts)
- General ledger detail report: Review a report of expenses, revenues, chart of accounts, and/or journal entry memo to check that expenses are in an approved budget

If subrecipients encounter the need to charge indirect costs to the CDBG-DR award, the entity should contact OHCS for more information and guidance.

4.3.6 Source Documentation — Allowable Costs

The general standard is that all accounting records must be supported by source documentation (2 CFR Part 200.302.(b)(3)). Adequate documentation should provide the means to verify that all project costs are properly segregated to the correct cost objective, in consideration of the CDBG-DR funds and non-federal sources of funds. If documentation cannot establish whether a cost was allowable or unallowable, then it is not adequate source documentation. Be mindful of the independent auditor's perspective: "If a cost is not documented, it didn't happen!"

Source documentation must accompany each reimbursement request. (See Subrecipient Reimbursement Request section in this chapter). For all non-payroll costs, as applicable prior to contract execution, source documentation must include a check of the federal Security Accounts Manager (SAM) database to determine if a proposed contractor is debarred. (See Chapter 5: Procurement for more information on the federal SAM database.)

Supporting Document Checklist. OHCS provides this checklist for subrecipients to detail the supporting documentation that should be provided in the reimbursement request package. The checklist can be found in the appendix of this chapter.

4.3.6.1 Non-Payroll (Non-Personnel) Source Documentation

All costs must be appropriately approved and supported by source documentation (refer to the definition of improper payments and questioned costs in 2 CFR Part 200, 2 CFR Part 200.302(b)(3), 2 CFR Part 200.400(d), and 2 CFR Part 200.403(g). Documentation must demonstrate that costs charged against CDBG-DR funds were:

- Incurred during the contract period dates of the subrecipient grant agreement with OHCS (approved pre-award costs are an exception)
- Incurred during relevant contract periods with contractors
- Verifiably paid out, or adequately accrued
- Expended on eligible costs and within approved budgets
- Approved by the appropriate official(s) within the organization

Source documentation must also explain the basis of the costs incurred and the actual dates and amount of the expenditure. Source documentation for supplies includes purchase orders, requisition forms initiated by an authorized representative of the subrecipient, invoices from vendors, and evidence of incurred costs and payment, such as a copy of the canceled check.

One piece of source documentation should include invoices from vendors for costs. All invoices should include any additional supporting documentation and clearly and sufficiently detail the following **required** information at a minimum:

- Vendor payee information
- Subrecipient payee information
- Invoice/reference number (assigned by the vendor)
- Invoice date and service period (applicable to the reimbursement request)
- Itemization of the reimbursement request detailing the following:
    - The amount currently requested by budget line item
    - A description of the cost and what is being paid for

Invoices are **recommended** to also include the following information (as applicable):

- Contract number of the grant agreement with OHCS
- Contract period with OHCS
- Itemization of the reimbursement request detailing the following:
    - The total amount of the contract or purchase requisition
    - The amount billed to date
    - The remaining balance of the contract

Subrecipients must ensure that their accounting records and supporting documentation include reliable, up-to-date information on the sources and uses of CDBG-DR funds, including:

- Amount of federal grant awards received
- Current authorizations and obligations of funds

- Unobligated balances
- Assets and liabilities
- Program income
- Actual expenditures

For a guide on how to provide supporting documentation for various costs, please find the Supporting Document Checklist located in the appendix of this chapter.

4.3.6.2 Payroll (Personnel) Source Documentation

One of the most important aspects of allocating direct project costs that benefit more than one grant or program area is the documentation of the cost, regardless of whether it is a personnel or non-personnel cost. Correct allocation of personnel costs, however, often requires more extensive protocols than non-personnel costs. Staff time supporting CDBG-DR funded activities and non-CDBG-DR funded activities must be prorated according to the degree to which the activities benefit the CDBG-DR grant award.

Some best practice examples follow:

- Cost reasonableness as it applies to personnel costs is typically established in an organization's human resource records that establish pay ranges and job descriptions.
- These documents need to demonstrate that the pay scales and benefits for each position are within the range of similar positions in the labor market area and therefore are reasonable.
- For nonprofit organizations, assistance in establishing and evaluating pay ranges can be obtained from other local nonprofit organizations that exist in many areas of the country.
- Personnel costs (e.g. staff salaries and benefits) are reimbursable under a CDBG-DR grant when staff time is spent conducting the CDBG-DR funded and approved activities and providing services to grant-eligible clients.
- Labor allocations require an effective time recording system that not only supports the personnel costs charged to the CDBG-DR grant but also divides the time among other program areas for the organization. If an employee's time is split between CDBG-DR and another funding source, there must be time distribution records supporting the allocation of charges among the sources. Time sheets should reflect the activity for which the employee is being compensated and not exceed 100% of total compensated activities.

4.3.6.2.1 Subrecipients Fringe Benefits

Fringe benefits are defined as "… allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages."[4] Fringe benefits include, but are not limited to, cost of leave (sick leave, vacations, military leave, administrative leave, family leave, and others), employee insurances (e.g., medical insurance, retirement, workers' compensation, Social Security, Medicare), and unemployment benefits (e.g., state unemployment and disability insurance). Costs of fringe benefits for employees of subrecipient agencies are allowable expenditures provided that the benefits are reasonable and required by law, established employee agreements, or established policy.

On the subrecipient budget form, subrecipients can enter both salary and fringe information per staff. In addition, the second tab of the spreadsheet allows subrecipients to also track how salary raises and changes to the fringe rate affect the expected costs charged over the life of the grant.

4.3.6.2.2 Requirements for Reimbursement

Subrecipients may include reimbursement for their employees' compensation,[5] including allowable fringe benefits, for implementing and carrying out specific eligible CDBG-DR activities. To support the allowability of fringe benefits included in agreements, subrecipients must submit applicable fringe benefit policies or employee agreements. The 2 CFR Part 200.431 Compensation — fringe benefits outlines federal regulations related to the allowability of some specific types of fringe benefits. Benefits outlined in subrecipient policies or employee agreements that are not explicitly addressed in 2 CFR Part 200.431 are subject to the approval of OHCS.

To be reimbursed for fringe benefits, subrecipients must have a budget line item in their agreement with OHCS for staffing reimbursement (and fringe benefits) and must request employee compensation for their CDBG-DR program. All requests for reimbursement of employee compensation, including fringe benefits, by the subrecipient must have been allocated to the specific time and percentage dedicated to the CDBG-DR program and adequately supported by documentation. Fringe benefits may be presented in various reports; the most common are payroll distributions reports, payroll stubs, or any custom form that includes the breakdown of hours worked, hourly rates, and/or salaries.

[4] 2 CFR Part 200.431 Compensations — Fringe Benefits: ecfr.io/Title-02/se2.1.200_1431

[5] Notice CPD-23-06 — hudexchange.info/news/notice-cpd-23-06-on-allocating-costs-between-program-administration-activity-delivery-and-planning-for-cdbg-dr-cdbg-mit-and-cdbg-ndr-grantees/

Invoices submitted that contain personnel costs and fringe benefits must include the following supporting documents:

- Time sheets of employees with specific work performed on a daily basis, allocated time per day, employee name, position, and a total number of hours worked for the period. All activities must fall within an allowable cost category (administration, planning, and/or activity delivery) included in the contract.
- Evidence of fringe benefits invoiced for the employees or a certification that indicates benefits have been paid or are scheduled for payment.

As a subrecipient, you are responsible for maintaining evidence of payments (e.g., canceled checks, bank statements) to staff within the organization's accounting records. Evidence shall be made available to OHCS upon request for monitoring and/or auditing.

Additional information on payroll support can be found in 2 CFR Part 200.430(i). OHCS guidance on timekeeping can be found in the appendix for this chapter.

4.3.7 Budget Controls

The project budget, approved by OHCS, becomes your guide for all expenditures. Your CDBG-DR assisted project budget outlines anticipated funding from all sources and establishes boundaries for all expenditures. Subrecipients must have a budget control system that makes it possible to compare actual expenditures with the budgeted amounts for each supported activity. This includes being able to identify and understand variances and proactively plan for necessary revisions. Attention to budget control is an ongoing process throughout the project life cycle and is performed every time invoices are reviewed for payment. Sufficient funds remain in the line-item budget to cover current and projected requests for CDBG-DR funds from OHCS. Additionally, the financial management system must make it possible to relate financial information to performance or productivity.

To compare and control expenditures to approved budgets, you must:

- Maintain in your accounting records the amounts budgeted for eligible activities; these records must sufficiently identify the source and use of funds.
- Include unexpended/unobligated balances for budgeted categories and obligations and expenditures.
- Periodically compare actual obligations and expenditures to date against planned obligations and expenditures and against projected accomplishments from such outlays.
- Report deviations from budget and project plans and request approval for budget and project plan revisions.

Note: For every purchase/procurement over the simplified acquisition threshold, you must perform an independent cost or price analysis. See : 5 Procurement.

4.3.8 Cash Management

Subrecipients must monitor cash management to ensure that systems comply with post federal award requirements. See the Internal Controls section in this chapter for recommended actions to achieve the internal control environment.

4.3.8.1 Methods of Payment

The Uniform Guidance states that subrecipients must have procedures in place to minimize the time between receipt of funds from OHCS and disbursement to vendors. The Internal Controls section in this chapter explains how to comply with this requirement.

Three general methods are available to OHCS to transfer CDBG-DR grant funds to its subrecipients as follows:

The **reimbursement method** (see 2 CFR Part 200.305(b)(3)). The reimbursement method is a transfer of grant funds to your organization based on actual expenditures and supported by adequate source documentation. All subrecipients must submit a reimbursement request through the Neighborly system or Smartsheet (whichever is applicable to your program) and provide evidence that all invoices and costs incurred were paid by the subrecipient and the work was inspected by the subrecipient, as applicable to the project. If a payment request is complete with supporting documentation, OHCS reimburses the subrecipient for eligible incurred costs. If the payment request does not accurately correspond to the source documentation or the source documentation is found to be inadequate, OHCS will return the reimbursement request to the subrecipient.

The **working capital advance method** (see 2 CFR Part 200.305(b)(4)). The working capital advance method involves the advance of cash to a subrecipient to meet its estimated disbursements for an initial period. After the initial period, the subrecipient will receive cash on a reimbursement basis. This method is used when subrecipients lack sufficient working capital in the early stage of project launch. The working capital advance method involves the advance of cash to subrecipients to meet their estimated disbursements for an initial period. After the initial period, the subrecipient will receive cash on a reimbursement basis.

Working capital advance may be used for initial payroll costs (e.g., a subrecipient needs to bill for payroll in advance of the month to ensure that checks go out on time but doesn't have actual costs or cash on hand to pay for those costs). OHCS would front the funds to the subrecipient, then reimburse the actual invoice when provided by the subrecipient,

which replenishes the original advance. This advance acts like a "float" for the subrecipient to address cash needs until the end of the grant or when reconciled.

If subrecipients are aware of any initial funding needs that exceed their working capital, they should contact their OHCS contract administrator.

Funds received from a working capital advance must be kept in an interest-bearing account unless they are exempt from the requirements. See 2 CFR Part 200.305(b)(11) for additional information.

The **cash advance method** (see 2 CFR Part 200.305(b)(3)). The cash advance method is the transfer of CDBG-DR funds from OHCS based upon your organization's request (and information on obligations — incurred costs) before the actual cash disbursements have been made. In other words, services are rendered, costs are incurred, but the invoice received has not been paid yet.

If a cash advance is issued by OHCS to a subrecipient, these funds are considered expended by HUD and do not require an interest-bearing account.[6] These funds must be substantiated with supporting documentation that clearly identifies the costs incurred. After the subrecipient receives the funds and makes payment of the invoice, the project file must be documented with the payment information. Payment of invoices must take place within three days of the CDBG-DR funds deposit.

4.3.8.2 Cash Management Requirements

Requirements concerning cash management include the following:

- Subrecipients must include accurate information for the reimbursement request to OHCS.
- Funds erroneously requested and received must be returned to OHCS in a timely fashion; an erroneous reimbursement request exists when it is determined that the funds transfer from OHCS resulted in more funds being drawn down than what was required by your organization's immediate disbursement needs. Subrecipients must contact their grant manager for the appropriate process to return funds to OHCS.
- Disbursement of funds must occur in a timely manner; the general rule is that payment (applies to cash advance method) must take place within three business days of the CDBG-DR funds deposit. If payment takes longer than three business days, written justification should be maintained in the project file.

[6] Per HUD's Aug. 30, 2023, email stating, "Once funds are distributed, then there is no need for an interest-bearing account; threshold is $5MM. No timeline although expenditures should be made within 72 hours of drawdown."

- If the subrecipient places CDBG-DR grant advances in an interest-bearing account, the subrecipient must return the interest income earned in excess of $500 per year to the U.S. Treasury per 24 CFR Part 570.502(b)(3)(i), as applicable, 24 CFR Part 570.500(a)(2)), and 2 CFR Part 200.305(b)(11). The interest earned on deposit of the amount of the working capital advance is not considered program income.
- For revolving loan fund accounts under the CDBG-DR funds, subrecipients must deposit funds in an interest-bearing account, and all interest earned on funds on deposit must be returned to the U.S. Treasury no less frequently than annually (24 CFR Part 570.500(b)).

4.3.8.3 Requirements for Interest-Bearing Accounts

When OHCS draws CDBG-DR funds from the U.S. Treasury, both OHCS as the grantee and all subrecipients of CDBG-DR funds will deposit these funds in interest-bearing accounts. According to U.S. Treasury guidelines, funds drawn from the U.S. Treasury continue to be treated as federal assets until (i) expended for the eligible activity or (ii) expended as a reimbursement to the entity that performed the eligible activity. As a result, any interest income that could be earned from cash sitting in an interest-bearing account belongs to the U.S. Treasury.

4.3.8.3.1 Qualifying Interest Income

1. **Reimbursements.** If the subrecipient is receiving a reimbursement for grant activities that were performed and expensed, this revenue belongs to the subrecipient and is no longer a federal asset. *Any interest income earned from a reimbursement belongs to the subrecipient*.
2. **Cash Advance.** The subrecipient has three days to expend funds that are provided as a cash advance. For circumstances where the cash advance revenue is held by the subrecipient in excess of three days, any interest income belongs to the U.S. Treasury.
3. **Working Capital.** Unless working capital, revenue is received and expended within three days, working capital will almost always earn interest income that belongs to the U.S. Treasury — similar to cash advances.
4. Exceptions to this requirement include:
    a. The non-federal entity receives less than $250,000 in federal awards per year.
    b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

Please reach out to OHCS for any questions regarding interest-bearing accounts and if an interest-bearing account is needed to implement a CDBG-DR activity.

4.3.8.4 Improper Payment

An improper payment is any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. These situations may include but are not limited to a payment to an ineligible party; a duplicate payment; a payment unsupported or inadequately supported by invoices, contracts, or purchase orders to discern if the payment was proper; payments for an ineligible good or service; advances without prior approval; or payments for services not received. If a reimbursement request is submitted to OHCS and is determined to be an ineligible expense, OHCS will notify the subrecipient and revise (decrease) the reimbursement request to exclude the ineligible expense.

As a result of monitoring or audit review, if OHCS discovers that CDBG-DR dollars have reimbursed ineligible costs or activities, the total amount of the CDBG-DR reimbursement determined ineligible must be repaid in full (includes project costs and activity delivery costs).

Take prompt and corrective action If an improper payment is identified through your reconciliation process.

4.3.9 Program Income

Program income is gross income generated from the use of CDBG-DR funds received by a state, a unit of general local government, or a subrecipient of the state or a unit of general local government.

OHCS does not anticipate any program income from its programs; however, the use of CDBG-DR funding may generate program income. ReOregon programs that could generate program income include but are not limited to the Homeowner Assistance and Reconstruction Program (HARP); Housing Support Services; Planning, Infrastructure, and Economic Revitalization (PIER), and Intermediate Housing Assistance (IHA); Housing

Recovery Services; and Legal Services. Programs likely to generate program income will be managed at the subrecipient level by municipalities and any other subrecipient.

Any program income received must be reinvested into eligible activities at the local level. Guidelines for the CDBG-DR programs mentioned above will specify if program income may be retained by the local government. Please refer to the OHCS website for specific program guidelines for program income tracking and reporting requirements.

4.3.9.1 CDBG-DR Program Income Rules

The following Federal Register Notice provides grant-specific definitions on program income: 87 FR 6364 III.E. For OHCS and its unit of general local governments, HUD has waived all applicable program income rules at 42 U.S.C. 5304(j), 24 CFR Part 570.489(e), 24 CFR Part 570.500, and 24 CFR Part 570.504 and provided new alternative requirements that are detailed below.

Note: If annual program CDBG (state formula) funds are used with CDBG-DR funds on an activity, any income earned on the CDBG portion would not be subject to the waiver and alternative requirement in the Consolidated Notice.

Program income can include:

- Proceeds from the sale or long-term lease of real property purchased or improved with CDBG-DR funds
- Proceeds from the disposition of equipment purchased with CDBG-DR funds
- Gross income from the use or rental of **property acquired** by the grantee or subrecipient with CDBG-DR funds, less the costs incidental to the generation of such income
- Gross income from the use or rental of **property owned** by the grantee or subrecipient that was constructed or improved with CDBG-DR funds, less any costs incidental to the generation of such income
- Payments of principal and interest on loans made using CDBG-DR funds
- Proceeds from the sale of loans made with CDBG-DR funds
- Proceeds from the sale of obligations secured by loans made with CDBG-DR funds
- Interest earned on program income, pending the disposition of such program income, including interest earned on funds held in a revolving fund account
- Funds collected through special assessments made against properties owned and occupied by households not of LMI, where such assessments are used to recover part or the entire CDBG portion of a public improvement

- Gross income paid to a state, local government, or subrecipient thereof, from the ownership interest in a for-profit entity in which the income is in return for the provision of CDBG–DR assistance

Program income does NOT include:

- Income received in a single program year by the recipient and all its subrecipients if the total amount does not exceed the $35,000 threshold. Once the threshold is exceeded, all of the money is considered program income, including the first $35,000.
- Amounts generated by activities eligible under section 105(a)(15) of the HCDA and carried out by an entity under the authority of section 105(a)(15) of the HCDA.

4.3.9.2 Revolving Loan Funds

Revolving loan funds (RLFs) are pools of capital that are continuously replenished as loans are repaid by borrowers. RLFs are designed to support a range of activities, including community development, economic revitalization, housing rehabilitation, and disaster recovery. RLFs are typically established to support self-sustaining programs or initiatives that generate revenue or cost recoveries. These funds can be used for a wide range of purposes, such as infrastructure projects, loans, grants, or services that benefit a specific sector or community. RLFs allow the government or organization to maintain a consistent source of funding for ongoing operations without relying solely on traditional appropriations.

While OHCS does not plan on establishing any RLFs as grantee, it may allow subrecipients to establish RLFs on a case-by-case basis.

4.4 Subrecipient Reimbursement Requests

4.4.1 Reimbursement Requests

The subrecipient should coordinate with OHCS and complete all necessary forms and training prior to submitting the first reimbursement request. Necessary documentation includes:

- Compliance and Policy Documents:
  - Appointment of a civil rights officer
  - Section 3 policy
  - Non-discrimination/EEO (including policy and notice of non-discrimination)

  - Section 504 self-evaluation, coordinator, and grievance procedures
  - Fair housing requirements
  - Language access plan
  - Environmental clearance
  - Civil rights resolution (local governments only)
  - Public notices (local governments only)
  - Excessive force policy (local governments only)
  - Citizen participation plan (local governments only)
- Financial Documents:
  - Single Audit (if subrecipient expends $750,000 of federal funds during the fiscal year)
  - W-9
  - ACH form
  - Authorization form
  - Financial policy
  - Procurement policy
  - Neighborly registration
  - Approved subrecipient budget

All reimbursement requests to include:

- OHCS invoice cover sheet
- Supporting documentation

Reimbursement request submitted to OHCS:

- **Reimbursement Requests — Neighborly:** If subrecipients have access to Neighborly and have been instructed to submit reimbursement requests in the system, subrecipients will log into the participant portal to view their awarded projects. Subrecipients will create a draw request, enter a description (include any information pertinent to this draw), and submit. If the draw is returned, subrecipients will address issues and make corrections. Contact the OHCS contract administrator with any questions. OHCS provides initial and ongoing training to all vendors on how to properly complete CDBG-DR invoice forms and use Neighborly.

- **Reimbursement Requests — Reimbursement Request Form**: If subrecipients don't have access to Neighborly, they will be instructed to use the subrecipient reimbursement request form or some other method, depending on the program. Subrecipients will enter relevant information, upload the reimbursement request, and submit.

Additional OHCS guidance on invoicing can be found in the appendix for this chapter.

Effective source documentation supports all CDBG-DR grant expenditures (e.g., purchase orders, invoices from professionals, time sheets, construction pay applications). Reimbursement requests submitted to OHCS must include copies of all source documentation that supports the full expenditure amount. **Payments for incurred costs should never be made prior to an invoice review and approval process to document allowable costs.** This process includes review of adequate documentation that can tell the story that:

- Explains the basis of the costs incurred (properly accrued) and how the funds are used:
  - Identifies why the specific task/activity/item is being billed
  - Identifies who performed the service or provided materials
  - Identifies why specific project management activities were performed and when they were performed (reporting number of hours and when they were worked is relevant to contract time)
  - Easily defends the expenditure to HUD, the Office of Inspector General, or an independent auditor
- Demonstrates eligible expenditures for an eligible activity; reasonable and necessary
- Provides the actual dates of the expenditure; incurred during effective period of agreement
- Properly determines the cost allocation to the federal award
  - Identifies why and how costs are eligible
- Ensures that the financial system has effective controls to safeguard cash, property, and other assets

Supporting Document Checklist. OHCS provides this checklist for subrecipients to detail the supporting documentation that should be provided in the reimbursement request package:

- Documentation that does not meet the minimum requirements established in this chapter will be declined.

- Costs must be incurred during the period of performance for the subrecipient agreement.
- Adequate documentation should exist for all costs making up the reimbursement request.
- Source documentation establishes the "basis of cost."

4.5 Recordkeeping

Accurate recordkeeping for reporting compliance is crucial for the successful management of your CDBG-DR funded project activities. Failure to document costs and other compliance requirements leads to monitoring findings that are much more difficult to resolve when records are missing, inaccurate, or otherwise deficient.

As discussed in this chapter, you must have internal controls to produce and retain adequate source documentation, and accounting records must adequately identify the source and application of the CDBG-DR funds. Additionally, your subrecipient grant agreement states the recordkeeping requirements relevant to your award. The universal CDBG recordkeeping standard is that all records must be *accurate, complete, and orderly*.

4.5.1 Financial Source Documentation

Financial source documentation is required with every reimbursement request and will be monitored by OHCS according to the Monitoring Policy (Chapter 13: Monitoring and Audit); therefore, you need to maintain records sufficient to adequately and accurately report on the financial status of your operations, including the following:

- Funds budgeted
- Funds already received to date
- Funds obligated in the current period and to date
- Funds expended in the current period and to date, with backup source documentation for any reimbursement request
- Cash on hand (if applicable to agreement with OHCS)
- Previous reimbursement request requested of OHCS but not yet received

Financial documents to be maintained:

- Current approved application
- Subrecipient agreement (most current amendment/budget), including special conditions if applicable
- Current approved budget

- Current authorization letter/signatures
- Financial management systems (accounting books, software, reporting systems)
- Chart of accounts
- List of source documents to be maintained
- Policies and procedures for procurement (all purchasing/procurement policies and procedures that are applicable to the subrecipient agreement)
- Evidence of cost and price analysis, if applicable
- Verification that the vendor is not on the SAM.gov debarred list
- Financial status report (total budget, amount expended, unliquidated obligations, obligations, unobligated balance)
- Reimbursement request reports — requested of OHCS
- Board minutes for approval of contracts or bids
- Copy of most recent audit report
- Certification of insurance coverage/bonding
- CDBG-DR payroll records
- Certified construction payroll records (Davis-Bacon Act applicable) for construction-related costs
- Approved cost allocation plan or approved indirect cost rate plan — approved by cognizant agency
- Relevant financial correspondence
- Property inventory, if applicable
- Record of equipment purchases, if applicable
- Disposition/sales procedures for equipment purchased with CDBG-DR funds

4.5.2 Record Retention Requirement

The subrecipient agreement is the contractual document that details the financial and recordkeeping requirements and standards for entities granted funds to carry out specific, eligible activities for the CDBG-DR project (activities). The agreement includes the reporting and recordkeeping requirements, defining the specific reports and the reporting dates, along with the particular records and the timeline for maintaining them in order to assist OHCS in meeting HUD's recordkeeping and reporting requirements.

The state of Oregon's requirements for record retention are more stringent than the requirements in the Uniform Guidance (2 CFR Part 200.334) and the CDBG requirements (24 CFR Part 570.490 (d)).

The state of Oregon requires the subrecipient agreement and all grant records to be retained for six years after the final expenditure report is accepted. For CDBG-DR, this means from the date that the closeout report for the subrecipient award is executed by OHCS.

OHCS has the right to access all subrecipient financial records pertinent to the CDBG-DR award for monitoring and audit purposes.

4.6 Appendix/Attachments

4.6.1 Supporting Document Checklist

OHCS provides this checklist for subrecipients to detail the supporting documentation that should be provided in the reimbursement request package. This checklist is organized by type of cost: personnel and non-personnel.

4.6.1.1 Definitions of Types of Costs

Category	Description
Supplies and Materials §200.453	Assets acquired with CDBG-DR funds with a per-unit cost of less than $10,000.00
Equipment §200.439	Assets acquired with CDBG-DR funds that have a useful life of at least one year and a per-unit cost of $10,000.00 or more
Operating Expenses §200.465	Rent, utility, and insurance costs for facilities being used to carry out eligible CDBG-DR program activities
Professional Services §200.459	Services rendered by a consultant or contractor that specializes in a trade necessary to implement the CDBG-DR activity
Capital §200.439	Expenditures to acquire, renovate, convert, rehabilitate, or lease existing property to carry out eligible CDBG-DR activities

Note: OHCS may determine, based on the assessed risk of the subrecipient, the need to adjust the documentation requirements. This adjustment may involve either reducing or increasing the amount of required documentation. This will be formalized through use of a memo.

4.6.2 Personnel Costs | Supporting Document Checklist

4.6.2.1 Personnel Costs

Documentation submission frequency: every reimbursement request. Time sheets must be submitted for each employee who worked on the CDBG-DR project or activity.

☑	Required Contents	Purpose
☐	Specify the period (date range) of the pay period and must correspond with the employee's paycheck for that pay period.	To establish the pay period date range that corresponds with the employee's total costs for that period
☐	Reflect all hours worked during the pay period, regardless of funding source.	To account for all hours the employee worked during the pay period
☐	Identify the number of hours and percentage of total hours worked for each project/activity by funding source.	To account for each hour, or fraction thereof, attributable to the individual projects or activities by funding source
☐	Be signed and dated by the employee and supervisor or otherwise authorized electronically.	To demonstrate the employee and immediate supervisor certified that the time sheets are accurate and complete

4.6.2.2 Proof of Personnel Cost Incurred or Paid

Submission frequency: every reimbursement request. Payroll reporting documentation must be submitted for each employee who worked on the CDBG-DR project or activity.

☑	Required Contents	Purpose
☐	Payroll report form itemizing the wages and benefits for the employee for each pay period, multiplied by the proportion of hours worked on the CDBG-DR project or activity	To demonstrate the allocability of direct personnel costs to the CDBG-DR project or activity

Category	Description
Personnel §200.430 and §200.431	Personnel costs (salary including fringe benefits) of employees implementing and administering CDBG-DR program

4.6.3 Non-Personnel Costs | Supporting Document Checklist

Non-personnel costs include project hard and soft costs, consultants, supplies, materials, equipment, and other operating costs such as rent and utilities.

4.6.3.1 Invoice or Receipt

Submission frequency: every reimbursement request to include invoices and/or receipts that must clearly show the costs incurred for the CDBG-DR project.

☑	Required Contents	Purpose
☐	Identify the date of purchase or period of performance of services.	To establish if the goods or services were purchased within the period of the subrecipient agreement with OHCS, and if applicable, the contract period between the subrecipient and the vendor
☐	Itemize the goods or services purchased (quantity and amount). Time and materials contracts must include the name/position, rate, and hours worked per day along with a description of the task(s) performed for each time entry being invoiced.	To identify the cost per unit (e.g., goods purchased, hours worked)
☐	Reflect the total cost less applicable credits or discounts.	To identify how the sum of costs per unit equals the amount requested for payment, less any deductions, discounts, or credits

4.6.3.2 Proof of Non-Personnel Cost Incurred or Paid

Submission frequency: with every reimbursement request, to submit copies of each internally processed invoice package for each cost.

☑	Required Contents	Purpose
☐	Invoice package processed at subrecipient level with required approvals (e.g., signatures) compliant with local payment processing requirements for both units of local government or nonprofit organizations.	To demonstrate that the requested payment was first processed and approved for payment locally

4.6.4 QA/QC Checklist

Submission frequency: every reimbursement request (for use by subrecipient).

☑	Checklist Item
☐	Acceptable and legible supporting documentation for each type of cost incurred must be provided, with clear indications that costs were approved for payment in accordance with local payment procedures.
☐	Acceptable and legible supporting documentation for each type of cost incurred by sub-tier subrecipients must be provided, with clear indications that costs were approved for payment in accordance with local subrecipient and sub-tier subrecipient payment procedures.
☐	The amounts on the supporting documentation equal the amount requested for reimbursement on the required invoice cover sheet.
☐	Costs are eligible, do not exceed budgets by type of cost, have not already been reimbursed by CDBG-DR or another funding source, and were incurred during the period of performance.
☐	Costs otherwise treated as indirect costs are not being treated as direct costs.
☐	The indirect cost rate (if applicable) was properly applied to modified total direct costs.

4.6.5 Subrecipient Timekeeping Guidance

4.6.5.1 Purpose

This document provides OHCS subrecipients with guidance on how to track time spent supporting CDBG-DR activities so that labor costs can be properly and adequately documented. In addition, this guidance describes requirements and best practices for time sheets in order to support the eligibility and allocability of costs.

General Requirements
Subrecipient payroll records used in support of federal projects should:

- Accurately reflect an **after-the-fact accounting** of all hours, activity, and work performed, inclusive of paid leave.

- Be supported by a **system of internal controls** that provides reasonable assurances that charges to both federal and non-federal sources are recorded accurately and allocated properly.
    - For example, a documented process for weekly time sheet approvals by a supervisor
- Comply with internal accounting policies and practices.
- Be incorporated into official payroll records and reconciled accordingly.

Subrecipient payroll records used in support of federal projects should not:

- Be based on a pre-determined estimate or allocation between cost objectives.[7]
- Include uncompensated time.

4.6.5.2 Timekeeping Procedures

Subrecipients with staff working on multiple federal cost objectives, working on a federal and non-federal cost objective, or working on a direct and an indirect cost objective should maintain detailed time sheets on either a weekly, biweekly, or monthly basis. Detailed time sheets should accurately record an after-the-fact accounting of all employee hours, activity, and work performed, inclusive of paid leave. Hours recorded should reflect actual hours worked, even if work exceeds 40 hours in a given calendar week.

If staff are working across multiple cost objectives, the subrecipient needs to use the number of hours worked on a particular federal grant's cost objective to calculate the pro rata share and determine how much of a gross salary is charged to that grant. See below for an illustrative example of this calculation using one week's payroll.

	Total	CDBG-DR	Program 1	Program 2	Program 3	Program 4
Employee Wkly Time Sheet	40 Hours	20	5	1	2	12
% Distribution of Hours	100%	50%	13%	3%	5%	30%
Allocation of Wkly Salary	$2,000	$1,000	$250	$50	$100	$600

[7] Cost objective: A function, organizational subdivision, contract, or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capitalized projects, etc. In this example, the CDBG-DR grant or a CDBG-DR program would be a cost objective.

In this example, an employee worked 50% (20 hours of the total 40 hours worked) of their time on a CDBG-DR program. The result is that $1,000, or 50% of their $2,000 weekly salary, is charged to the CDBG-DR program.[8]

4.6.5.3 Timekeeping Codes

To ensure the calculation is accurate, subrecipients need to have an adequate personnel compensation process that provides reasonable assurance that the charges are accurate, allowable, and properly allocated. Employees and their supervisors will review the time sheet for accuracy and sign the time sheet to certify that the hours are correct.[9] In addition, to the extent possible, it is a best practice that time sheets submitted as backup contain comments and descriptions with sufficient detail regarding the tasks the individual has performed that day for the hours reported.

Staff should use discretion when apportioning time to multiple cost objectives but should not select just one cost objective for a block of time unless the vast majority of the topic or activity relates to that cost objective. OHCS relies on subrecipients to use their best judgment when allocating hours.

4.6.5.4 Special Considerations

One-time payments not accrued for during the pay period in question (e.g., severance pay or year-end bonuses) should only be charged to a federal cost objective to the extent allocable. For example, an employee worked 2,160 hours in the calendar year and receives a year-end bonus of $1,200. Of the total worked, 180 hours (or 1/12) were charged to the particular federal cost objective. The pro rata share of the year-end bonus that can be charged would therefore be $100.

4.6.5.5 Best Practices

The following best practices may help the organization maintain compliance and meet the performance goals and objectives.

- **Supervision.** Personnel designated to supervise time and effort reporting should certify that time and effort recorded is accurate, allowable, and submitted in a timely fashion and confirming proper alignment with cost objectives.

[8] If a subrecipient works on multiple CDBG-DR programs (e.g., HARP, Housing Support Services, IHA), the subrecipient would need to track hours to each program separately in order for OHCS to know how to charge costs to the grant correctly.

[9] Digital signatures are also allowable.

- **Internal Control.** Incorporate policies and procedures for measuring, documenting, and reporting time and effort expended on federal awards.
- **Communication**. Have organizational charts delineating responsible personnel and process flows to communicate the processes effectively.

4.6.5.6 Monitoring by OHCS

As a reminder, OHCS staff will monitor subrecipients to ensure that they have good internal controls. Regarding timekeeping, OHCS will review policies and payroll files to verify that subrecipients are documenting activities and how costs are being charged to the grant. OHCS may review files such as the organizational chart, staffing and hiring plan, job descriptions, time sheets, general ledger, and subrecipient policies.

4.6.6 Subrecipient Invoicing Guidance

4.6.6.1 Summary

For OHCS and subrecipients to be reimbursed for CDBG-DR activities, HUD requires that all costs be assigned by OHCS in HUD's DRGR to the appropriate action plan program, HUD-eligible activity, national objective, and most impacted and distressed category.

To ensure that costs are allocated to the correct DRGR activity, subrecipients will complete an invoice cover sheet that allocates invoiced costs by DRGR "activity." The instructions below provide guidance on how to complete and appropriately categorize costs when finishing the invoice cover sheet.

4.6.6.2 Procedure: Completing the Cover Sheet

For every reimbursement request, subrecipients will fill out the invoice cover sheet.

- The first section will identify the subrecipient's name and address and specify the applicable contract number, contract period, invoice number, invoice date, and invoice service period.
- The second section will confirm the contract budget, prior billings, current billings, and remaining balance.
- The third section will require subrecipients to allocate invoice costs to DRGR activities (see below for more details).
- Subrecipients will print and sign their name, provide a phone number, and insert the date.

The second tab of the invoice cover sheet also includes a log of all past and current invoices for the contract. This log provides transparency to both the subrecipient and OHCS on invoice history and any remaining submitted, but unpaid invoices.

In addition to the invoice cover sheet, subrecipients must provide any other documentation to support the invoiced costs. Subrecipients can refer to the applicable Supporting Document Checklist above for guidance on requirements.

Additionally, it is recommended, but not required, that a subrecipient also submit an invoice to track costs back to their system. This should include a breakdown of all costs submitted as part of the invoice package.

4.6.6.3 Procedure: Allocating to DRGR Activities

DRGR activities designate which HUD-eligible activity and national objective is being invoiced by the subrecipient. Within each program, the subrecipients must identify the appropriate DRGR activity or activities on their invoice. For example, for HARP outreach, each subrecipient will be benefiting two national objectives: LMI populations and urgent need populations.

For outreach contracts, subrecipients are paid for their time spent on the contract plus allocable portions of additional costs for supplies, travel, services, and other items necessary to perform the work. These costs are not tracked by specific beneficiaries (e.g., supplies are purchased or travel costs are incurred in support of all beneficiaries in some undefined proportion, not just for those that are LMI, for example. For this reason, the invoice amount must be allocated to DRGR activities using some percentage. **OHCS will provide this percentage to the subrecipient on a quarterly basis in order to know what dollar amount to include for LMI DRGR activity and urgent need DRGR activity.**

As OHCS develops and updates DRGR activities, subrecipients will be provided with updates to ensure that they are using the latest information at the time of invoicing.

All determinations and proration should be adequately documented in the invoice along with the invoice cover sheet for OHCS to be able to assess the process each subrecipient used for allocating costs and its appropriateness and accuracy.

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Procurement Guide for Subrecipients and Subgrantees

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5 Procurement Guide for Subrecipients and Subgrantees

5.1 Background

Subrecipients procuring goods and services with grant funds must follow all program, statutory, and regulatory requirements. This chapter establishes standards and guidelines for procurement, which are governed by 2 CFR Part 200 (d), 24 CFR Part 570.489, Federal Register Notices, and state and local laws.

The following standards will help subrecipients and subgrantees receiving Community Development Block Grant Disaster Recovery (CDBG-DR) funds to procure goods and services efficiently while complying with the applicable federal requirements.

The guidance in this chapter does not relieve subrecipients or subgrantees of any contractual responsibilities under its contracts or local, state, or federal law. Subrecipients are responsible, with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurement in support of the grant.

5.2 Application of Federal Regulations

Oregon Housing and Community Services (OHCS) implementing 24 CFR Part 570.489 (g) requires subrecipients and subgrantees to procure goods and services following 2 CFR Part 200.318–327. Any activity financed in whole or in part with federal funding must comply with the federal procurement standards and any other applicable federal, state, or local requirements for the CDBG-DR program.

5.3 Procurement Policies Requirements

Subrecipients should determine whether their written procurement policies and procedures comply with all federal requirements in 2 CFR Parts 200.318–327. Subrecipient procurement policies must include the federal requirements and the requirements found in Oregon procurement laws[1] if intending to use CDBG-DR funds to pay for such services.

[1] If Oregon procurement regulations and requirements are stricter than federal standards or have additional conditions not required by federal procurement standards at 2 CFR Part 200.318–327, then the strictest regulation should be applied.

Administration and Oversight: Subrecipients must administer and oversee contractors to ensure that they perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Avoidance of Unnecessary or Duplicative Items: Subrecipients must avoid acquiring unnecessary or duplicative items by considering ways to consolidate purchases or leases to obtain more economical purchases.

Awarding to Responsible Contractors: Subrecipients must award contracts only to responsible contractors who have the ability to perform successfully under the terms and conditions of a proposed procurement. Subrecipients should consider vendor integrity, compliance with public policy, record of past performance, and financial and technical resources to deem a contractor responsible. See Appendix A for sample award form.

Conflict of Interest: No employee, officer, or agent of the subrecipient may participate in the selection, award, or administration of a vendor contract supported by a federal award if that individual has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent has any immediate family member, partner, or an organization that employs or is about to employ any of the parties indicated to have a financial or other interest in a tangible personal benefit from a firm considered for a contract.

Dispute Resolution: Subrecipients alone are responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of their procurement.

Gifts and Gratuities: The officers, employees, or agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients may set standards for situations where the financial interest is not substantial or the unsolicited gift is of nominal value. The standards of conduct must apply disciplinary action for violations of such standards by officers, employees, or agents of the subrecipient.

Government Agreements: To foster greater economy and efficiency, subrecipients are encouraged to enter into state and local intergovernmental agreements to procure or use common goals and services. This can include promoting the use of federal excess and surplus property and equipment to reduce project costs.

Recordkeeping: Subrecipients must retain records detailing the history of procurement. These records include:

- Rationale for the method of procurement
- Selection of contract type

- Independent cost estimate
- Advertisements and solicitations
- Responses to procurement
- Bid evaluations
- Contractor selection or rejection
- Basis for the contract price
- Suspension and debarment verification

Standards of Conduct: Subrecipients must maintain written procedures covering conflicts of interest and governing the actions of employees, agents, consultants, and elected officials engaged in the selection, award, and administration of contracts; the award of CDBG-DR assistance; or the management of federally assisted or purchased property.

Value Engineering Clauses: Subrecipients are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

5.4 Procurement Procedures and Standards

Subrecipients must have written procedures for procurement transactions that ensure that all solicitations align with federal requirements. Subrecipients must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. The description must not, in competitive procurements, contain features that restrict competition. The description may include a statement of the qualities of the material, product, or service to be procured and, when necessary, set forth minimum essential characteristics and standards to which it must conform to be satisfactory. Detailed product specifications should be avoided if possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equal” description may be used to define the performance or other important requirements of procurement. The specific features of the named brand that must be met by offerors must be clearly stated.

Clearly set forth all requirements that the offerors must fulfill:

- The procurement must identify the source(s) of funds being used for the project (e.g., CDBG-DR).
- The subrecipient must identify all factors that offerors must fulfill to be used in evaluating bids or proposals.

- Awards shall be given only to responsible contractors who have the ability to perform successfully under the terms and conditions of a proposed procurement.

To make sure there is objective contractor performance and eliminate unfair competitive advantage, contractors who develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

Examples of prohibited restriction of competition include:

- Placing unreasonable requirements on firms for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Using noncompetitive pricing practices between firms or between affiliated companies
- Offering noncompetitive contracts to consultants that are on retainer contracts
- Allowing organizational conflicts of interest
- Specifying only “brand name” products instead of allowing an equal product to be offered and describing the performance or other relevant requirements of the procurement
- Conducting any arbitrary action in the procurement process

When using pre-qualified lists, subrecipients must ensure that all lists of persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, subrecipients must not prevent potential bidders from qualifying during the solicitation period.

Proposed procurement actions must be reviewed by subrecipient officials to avoid purchasing unnecessary or duplicative items. Where appropriate, an analysis must be made of lease and purchase alternatives to determine which would be the most economical and practical procurement. Consideration should be given to consolidating or breaking out to obtain a more economical CDBG-DR project.

5.5 Public Website

OHCS must maintain a public website that permits individuals and entities to see how the funds are being used and administered. This provides transparency to the public and allows for maximum accountability for the work performed, contractor selected, and status of the work.

Procurement information that must be available on the website includes:

- All contracts paid with CDBG-DR, including subrecipient's contracts[2]
- A summary containing details such as:
  - Status or phase of ongoing procurement processes
  - Description of the goods or services being procured
  - Entity procuring the related goods or services

5.6 Phases of Procurement

The phases of procurement include pre-award through post-award, reporting, and administration. Before buying goods and services with CDBG-DR to assist in recovery efforts, subrecipients should keep the following procurement-related actions in mind:

1. Pre-procurement
2. Procurement
3. Pre-contract award
4. Contract award
5. Post-contract award

5.6.1 Pre-Procurement Actions

5.6.1.1 Executed OHCS Subrecipient Agreement

Subrecipients must have a fully executed agreement with required federal and state provisions before starting procurement action or executing any project.

5.6.1.2 Contractor/Subrecipient Determination Form

Subrecipients must document before procurement that a determination has been made that the relationship into which they will enter is contractual. See Appendix B of this document for a sample form titled Contractor/Subrecipient Determination Form.

[2] Contracts that do not exceed the micro-purchase threshold are not required to be posted.

5.6.1.3 Environmental Review Clearance

All CDBG-DR grants require an environmental review before starting projects receiving funds. This is to meet the National Environmental Policy Act standards. Any funds committed, awards made, contracts executed, or projects started prior to the environmental review approval and receipt of Authorization to Use Grant Funds (AUGF) are a "choice-limiting action."[3]

5.6.1.4 Authority To Use Grant Funds

The subrecipient must have received authority to use grants funds from OHCS. Once the Part 58 environmental requirements have been met, the responsible entity will issue an "Authorization to Use Grant Funds" (AUGF). This means that a subrecipient can begin a procurement action.

In no event should a "**choice-limiting action**" be entered into before receiving the AUGF. Entering a contract, announcing the selection of a contractor, or entering into an unconditional purchase agreement would be examples of "choice-limiting actions." Taking this form of action has the potential for tainting a procurement, requiring the procurement be redone, or disqualifying the entire project for CDBG-DR funding. For more information on the process for completion of the environmental review, subrecipients should refer to the Environmental Review Chapter of the subrecipient manual.

5.6.1.5 Conflicts of Interest

Subrecipients must maintain written procedures covering conflicts of interest and governing the actions of its employees, agents, consultants, and elected officials engaged in the selection, award, and administration of vendor contracts; the award of CDBG-DR assistance; or the management of federally assisted or purchased property.

No employee, officer, or agent of subrecipients may participate in the selection, award, or administration of a vendor contract supported by a federal award with a real or apparent conflict of interest. Conflicts of interest arise when the employee, officer, agent,

[3] HUD defines a choice-limiting action as one that may have an adverse impact on the environment or limit the choice of reasonable alternatives. A choice-limiting action may include signing a lease agreement, real property acquisition, rehabilitation, repair, demolition, disposition, or new construction. Real property acquisition, new construction, disposition, and demolition are not eligible for Emergency Solutions Grant (ESG) program costs; however, for the purposes of environmental review, projects are based on the aggregation of all activities that are included in the scope of the environmental review. So even if ESG program funds are used to pay only for a portion of the overall project, recipients and subrecipients should still be aware of the non-ESG eligible activities involved that are considered choice-limiting actions. Activities listed at 24 CFR Part 58.35(b) that are Categorically Excluded Not Subject To 58.5 (e.g., Tenant-Based Rental Assistance, provision of services) are not choice-limiting actions.

any member of one's immediate family, one's partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in a tangible personal benefit from a firm considered for a vendor contract.

In addition, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements (see 2 CFR Part 200.319). One example is an administrative consulting firm that participates in developing or distributing the request for proposal (RFP) for environmental services may not then submit a proposal in response to that RFP. Additional examples of conflicts of interest include:

- The same individual or firm is interested in identifying both a benefiting business in the subrecipient agreement performance statement and any consultant or construction contracts required to complete the project.
- Elected officials vote on awarding funds to organizations where a family member is on the staff or where the elected official is on the subrecipient's board.
- Local officials award vendor contracts to companies where they, their family members, or close associates hold positions or have ownership interests.
- Subrecipient officials or staff have relatives who may benefit from a subrecipient's programmatic activities.

5.6.1.6 Pre-Qualified Contractors or Vendors

The non-federal entity must ensure that all pre-qualified lists of persons, firms, or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.

- The non-federal entity must not preclude potential bidders from qualifying during the solicitation period.
- Subrecipients should consider how recently the solicitation occurred for a pre-qualified list and determine whether the list is outdated.
- If the subrecipient does not have a routine schedule to solicit qualified vendors, a new period to pre-qualify vendors may be necessary to meet the federal procurement guidelines of free and open competition.

5.6.1.7 Affirmative Steps

The subrecipient must take all necessary affirmative steps to assure that minority business enterprises (MBE), women's business enterprises (WBE), and labor surplus area firms are used when possible.[4] The affirmative steps must include:

- Placing qualified small businesses and MBEs and WBEs on solicitation lists
- Ensuring that small businesses and MBEs and WBEs are solicited whenever they are potential sources
- Dividing total requirements into smaller tasks or quantities to permit maximum participation by small businesses and MBEs and WBEs, where economically feasible
- Establishing delivery schedules that encourage the participation by small and MBEs and WBEs, where the requirement permits
- Using the services and assistance of organizations like the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce as well as the U.S. Department of Housing and Urban Development's (HUD) Section 3 business registry
- Requiring the prime contractor to take the affirmative steps above if subcontracts are to be let

5.6.1.8 Independent Cost Estimate

Before procurement, HUD and 2 CFR Part 200.324 require that the procuring entity conduct an independent cost estimate. This is an estimate of the goods or services to be acquired under a contract or a modification. It allows a subrecipient to determine the reasonableness of the responses to the solicitation, for budgetary purposes, and to help determine the most advantageous procurement method.

It is prepared ***before*** solicitation or modification that exceeds the simplified acquisition threshold (SAT) and may not be necessary for actions considered to be micro-purchases. If a significant time elapses or market conditions change between the time the original independent cost estimate was prepared and offers received, the independent cost estimate may need to be updated.

Examples of data that can be used to determine a cost or price estimate include:

- Price last paid for similar procurement
- Catalog price or other advertised offers

[4] The Department of Labor updates the labor surplus area firms list on its fiscal year basis every Oct. 1. The labor surplus area list is available on DOL's website located here: Labor Surplus Area | U.S. Department of Labor (dol.gov).

- Past professional experience
- Professional journals discussing relevant market trends
- Other historical information

These estimates may be developed in-house or using outside parties. Depending on the type of project to be undertaken, this independent cost estimate can be done by any individual or entity with reasonable experience or certifications relevant to the procurement. Appendix C of this document has a sample form that can be used for cost estimates for an RFP.

5.6.2 Procurement Actions

Appendix D contains a table that breaks down thresholds by type of procurement. Refer to 2 CFR Part 200.320 and the Federal Acquisition Regulation (FAR) for details on the specific application of the micro-purchase and SAT.

5.6.2.1 Informal Procurement Methods

When the value of the procurement for property or services under a federal award does not exceed the SAT as defined in 2 CFR Part 200.1 or a lower threshold established by a non-federal entity, formal procurement methods are not required. The non-federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost.

The informal methods used for procurement of property or services at or below the SAT include:

5.6.2.1.1 Micro-Purchases

- **Distribution.** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold. When determining if the micro-purchase method should be used, subrecipients should use the complexity of the goods or services and estimated total cost to determine the most appropriate procurement method.
    - Do not fragment purchases with the intent to reduce the procurement effort and use a micro-purchase method. This may be considered an arbitrary procurement action that limits free and open competition.
    - To the maximum extent practicable, the subrecipient's entity should distribute micro-purchases equitably among qualified suppliers.

- **Micro-Purchase Awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-federal entity considers the price to be reasonable based on research, experience, purchase history, or other information and documents accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved pursuant to their policy by the subrecipient.
- **Micro-Purchase Thresholds.** This applies to purchases below $10,000 that do not require construction. If construction includes the purchase, then it must be below $2,000 to follow micro-purchase rules.
- **Increasing Micro-Purchase Threshold up to $50,000.**[5] A subrecipient may establish a threshold higher than what is identified in 2 CFR Part 200.1 and clarified in the Federal Acquisition Regulation by self-certification. The self-certification up to $50,000 must be done annually, and documentation must be retained for the federal awarding agency and auditors in accordance with 2 CFR Part 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following. For public institutions, a higher threshold must be consistent with state law.
    - A qualification as a low-risk auditee, in accordance with the criteria in 2 CFR Part 200.520 for the most recent audit
    - An annual internal institutional risk assessment to identify, mitigate, and manage financial risks

    Increasing Micro-Purchase Threshold Over $50,000.[6] Must be approved by a subrecipient's cognizant agency for indirect costs. The non-federal entity must submit a request with the following requirements:
    - Self-certify the threshold on an annual basis.
    - Maintain documentation to be made available to the federal awarding agency and auditors in accordance with 2 CFR Part 200.334.
    - Provide justification with a clear identification of the threshold
    - Provide supporting documentation of any of the following:
        - A qualification as a low-risk auditee, in accordance with the criteria in 2 CFR Part 200.520 for the most recent audit

[5] Subrecipients following Oregon Revised Statutes (ORS) 279B.065 or ORS 279B.070 may be limited to increasing the micro-purchase threshold to $25,000, which is stricter than the federal requirement.

[6] Subrecipients following ORS 279B.065 or ORS 279B.070 may be limited to increasing the micro-purchase threshold to $25,000 which is stricter than the federal requirement.

    - An annual internal institutional risk assessment to identify, mitigate, and manage financial risks
  - Maintain a higher threshold for public institutions that must be consistent with state law

5.6.2.1.2 Small Purchases

- **Small Purchase Procedures.** Small purchases are the acquisition of property or services, where the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. The subrecipient must gather price or rate quotations from an adequate number of qualified sources.
- **SAT.** The non-federal entity is responsible for determining an appropriate SAT based on internal controls, an evaluation of risk, and its documented procurement procedures, which must not exceed the threshold established in the Federal Acquisition Regulation. At the time this manual was drafted, the SAT was $250,000. Periodically, the thresholds are adjusted, so always check the most current Federal Register notices for any updates. Subrecipients whose procurement rules may have a lower dollar value threshold to procure using the small purchase method must use the lesser of the two values to adhere to the stricter standards. Each entity should determine whether an informal or formal procurement method should be used.

5.6.2.2 Formal Procurement Methods

When the value of the procurement for property or services under a federal financial assistance award exceeds the SAT, or a lower threshold established by a non-federal entity, formal procurement methods are required. The following formal methods of procurement are used to procure property or services above the SAT or a value below the SAT that the non-federal entity determines to be appropriate.

5.6.2.2.1 Sealed Bids

- The sealed bid procurement method is a publicly solicited bid with a firm, fixed-price contract awarded to a responsible bidder. The bid must be the lowest in price and conform with all material terms and conditions listed in the invitation for bids. For sealed bidding to be feasible, the following conditions should be present:
  - A complete, adequate, and realistic specification or purchase description is available.
  - Two or more responsible bidders are willing and able to compete effectively for the business.

    - The procurement lends itself to a firm, fixed-price contract, and the selection of the successful bidder can be made principally based on price.

- If sealed bids are used, the following requirements apply:
    - An independent cost estimate must be performed before receiving bids.
    - Bids must be solicited from an adequate number of qualified sources and provide sufficient response time prior to the date for opening bids. For local and tribal governments, the invitation for bids must be publicly advertised. The invitation for bids includes any pertinent specifications and attachments and must define the items or services in order for the bidder to properly respond.
    - All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be publicly advertised.
    - A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining the lowest bid. Payment discounts will be used only to determine the low bid when prior experience indicates that the bidder takes advantage of the discounts.
    - Any or all bids may be rejected if there is a sound documented reason.

5.6.2.2.2 Requests for Proposals

An RFP is a procurement method in which either a fixed-price or cost-reimbursement type contract is awarded. They are used when conditions are not appropriate for sealed bids. They are awarded in accordance with the following requirements:

- An RFP must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized RFPs must be considered to the maximum extent practical.
- An independent cost estimate must be conducted before receiving proposals. Any external party involved in developing the independent cost estimate or creating the RFP may not participate as a vendor in the awarded contract.
- The non-federal entity must have a written method for conducting technical evaluations of the proposals received and making selections. Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-federal entity, with price and other factors considered.
- The non-federal entity may use competitive proposal procedures for qualifications-based procurement, called a request for qualifications (RFQ), for architectural/engineering (A/E) professional services. The entity evaluates the

offerors' qualifications and selects the most qualified offeror, subject to negotiating fair and reasonable compensation. The method, where price is not used as a selection factor, can be used only in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

5.6.2.2.3 Noncompetitive Procurement

There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can be awarded only if one or more of the following circumstances apply:

- The aggregate dollar amount of which does not exceed the micro-purchase threshold for the acquisition of property or services.
- The item is available only from a single source.
- A public emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation.[7]
- The federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-federal entity.
- After solicitation of several sources, competition is determined inadequate.

Independent cost estimates are required and must be well documented with the rationale for using the noncompetitive procurement.

5.6.3 Pre-Contract Award

5.6.3.1 Contract Cost and Price

As specified in 2 CFR Part 200.324, a cost analysis or price analysis must be performed for every procurement action that exceeds the simplified acquisition threshold, including contract modifications or change orders. The degree of detail required varies with the procurement method and contracting circumstances but must start with independent estimates before receiving bids or proposals.

Costs or prices based on estimated costs for contracts under the federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-federal entity under 2 Part CFR 200 (e). The

[7] CDBG-DR funds for recovery do not constitute an emergency purchase. A public emergency must be documented as a part of history of the procurement and the rationale.

non-federal entity may reference its own cost principles that comply with the federal cost principles.

5.6.3.2 Conducting a Price and Cost Analysis

Subrecipients should include the following in their analysis:

- A comparison of the proposed prices to the subrecipient's independent cost estimate
- A review of the accuracy of the prices submitted
- An evaluation of the necessity of the proposed cost items
- An evaluation of the separate elements of cost
- A review of the proposal for potential cost overruns, considering the vendor's past performance
- A comparison of the proposed prices to previous cost estimates or actual costs incurred for similar work

Subrecipients must not use either the cost plus a percentage of cost or percentage of construction cost method of contracting.

5.6.3.3 Negotiating Profit

The non-federal entity must negotiate profit as a separate element of price for each contract in which there is no price competition and in all cases where a cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to:

- The complexity of the work
- The risk borne by the contractor
- The contractor's investment
- The amount of subcontracting
- The quality of its record of past performance
- The industry profit rates in the surrounding geographical area for similar work

Subrecipients are responsible for maintaining records and any documentation used to support the profit negotiation.

5.6.3.4 Bonding Requirements and Insurance

For construction or facility improvement contracts or subcontracts exceeding the SAT, the awarding agency may accept the bonding policy and requirements of OHCS and Oregon. This is providing the awarding agency has determined that the federal interest

is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- A bid guarantee from each bidder equivalent to 5% of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of their bid, execute contractual documents required within the time specified.
- A performance bond on the part of the contractor for 100% of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under the contract.
- A payment bond on the part of the contractor for 100% of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. Oregon bond requirements can be found at oregon.gov/ccb/pages/ccb%20license.aspx. Subrecipients should comply with bond requirements as directed by OHCS.

5.6.3.5 Suspension and Debarment

Subrecipients are subject to the debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.220. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Before Award: Subrecipients must make sure that all contractors whose awarded contract is expected to be equal to or exceed $25,000 have met all the eligibility requirements outlined in state and federal law. All contractors must be cleared via a search of the Federal System of Award Management (SAM) to ensure that the contractor is in good standing and has not been debarred. The SAM portal can be found at sam.gov. A copy of the SAM search result, with the date to demonstrate the search occurred before award, must be kept in the subrecipient's file on that contractor.[8]

Subrecipients must also check the Oregon debarred contactors list at oregon.gov/boli/employers/pages/pwr-ineligible-contractors.aspx. Pursuant to ORS 279C.860, contractors on this list are ineligible to receive public works contracts subject to the Prevailing Wage Rate Law.

[8] The SAM search function has a demonstration video on how to use the website located here: youtu.be/Zlv7hFpBZcc?si=jT-MYuiJXPcK-JhF

Subrecipients must notify the selected prime contractors that it is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements.

If any of the above-listed parties are deemed ineligible to receive CDBG-DR funds after award of the contract, the matter must be reported to OHCS immediately for further guidance and may result in the contract being terminated.

5.6.4 Contract Award

5.6.4.1 Allowable Contract Types

Types of contracts that a subrecipient can utilize include:

- Purchase orders
- Fixed-priced contracts
- Cost-reimbursement contracts
- Time and materials contracts

5.6.4.1.1 Purchase Orders

Purchase orders are a form of contract utilized for the purchase of supplies, single-task services, and produced items procured through the small purchase method.

A purchase order should contain, at a minimum, the following:

- Agency name and address
- Agency contract or purchase order number
- Order date
- Term of contract (delivery period after receipt of order or beginning and end dates)
- Contractor's name, payee/vendor identification number, address, and ZIP code
- National Institute of Governmental Purchasing class/item for each item
- Purchase code category
- List of contract documents and their order of precedence
- List of awarded items with quantity, unit of measure, and unit price with extended totals
- Signature of authorized/certified purchasing representative

5.6.4.1.2 Fixed-Price Contract

A fixed-price contract is suitable for the acquisition of commercial items, including construction, or for the acquisition of other supplies or services based on definite, functional, or detailed specifications, and when the contracting officer can establish fair and reasonable prices at the outset.

This contract type:

- Places maximum risk and full responsibility for costs and resulting profit loss on the contractor
- Provides maximum incentive for the contractor to control costs and perform effectively
- Imposes a minimum administrative burden upon the contracting parties

5.6.4.1.3 Cost-Reimbursement Contract

A cost-reimbursement contract is suitable for situations in which uncertainties are involved in contract performance that do not permit costs to be estimated with sufficient accuracy to establish a fixed contract price. These types of contracts establish an estimated total cost to obligate funds and establish a ceiling that contractors may not exceed (except at their own risk).

5.6.4.1.4 Time and Materials Contracts

Subrecipients may use a time and materials type contract only after determining that no other contract structure is suitable. It must include a ceiling price that the contractor exceeds at their own risk. In this type of contract, the subrecipient's cost is the sum of:

- The actual cost of materials
- Direct labor hours charged at fixed hourly rates that reflect wages
- General or administrative expenses and profit

Since this formula generates an open-ended contract price, a time and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price, which the contractor exceeds at their own risk.

Any subrecipient awarding this type of contract must assert a high degree of oversight to obtain reasonable assurance that the contractor uses efficient methods and cost controls.

5.6.4.1.5 Changes/Amendments to an Executed Contract

When changes to an executed contract are necessary and would result in a change to the subrecipient agreement, the subrecipient should request an adjustment to both the subrecipient agreement and the subrecipient contract. When changes to an executed construction contract are necessary:

- The subrecipient must submit how they followed their policy on documenting the requirements for a change order or amendment.
- The subrecipient must ensure that all items listed on the change order are eligible and comply with the subrecipient agreement as outlined and all environmental review requirements have been met.
- Change orders for construction contracts will require additional documented analysis to determine that added costs are necessary, reasonable, and eligible.
- Changes or additions to the scope of work for subrecipient agreements must be documented.

5.6.4.2 Required Contract Provisions

Appendix E of this document includes a comprehensive listing of the specific contract provisions that may be used as an example to be included in contractor agreements. All contracts using federal funds must contain the following provisions:

- Administrative, contractual, or legal remedies for breach of contract terms and sanctions (if contract is greater than the SAT)
- Termination for cause or convenience (if over $10,000)
- HUD clauses
    - Equal Employment Opportunity
    - Davis-Bacon Act
    - Section 3 (if construction over $200,000)
    - Contract Work Hours and Safety Standards
    - Rights to Inventions Made Under Contract or Agreement
    - Clean Air Act
    - Debarment and Suspension
    - Byrd Anti-Lobbying Amendment
    - Section 6002 of the Solid Waste Disposal Act

- Prohibited telecommunications and video surveillance services or equipment
- Domestic preferences for procurements under the Buy America Act

5.6.5 Post-Contract Award Actions

5.6.5.1 Procurement Documentation Requirements

Any project requiring procurement should maintain a complete procurement file for each procurement. This file must be retained consistent with the record retention requirements of the state's CDBG-DR grant and available for review and monitoring upon request.

Each procurement record should contain the following information:

- An independent cost estimate for the project or services being procured
- A complete copy of the procurement documents, which must include as relevant:
  - Technical proposal
  - Evaluation criteria
  - Submission timeline and details
  - Proof of advertisements (if applicable)
  - Proof that an adequate number of firms were directly contracted
  - Copy of bidding/proposal packages received
  - Copy of bid evaluations and tabulations
  - Minutes of award or hiring resolutions (if applicable)
  - Debarment verification
  - All submission requirements
  - All HUD riders
  - Davis-Bacon Act/prevailing wage determination
  - Labor standards requirements
  - Section 3 requirements
  - Sample contract (recommended, not required)
  - Copy of notice to award

Any relevant documentation related to the communication of the procurement, including responses to questions concerning the procurement, must be included. This documentation can be critical especially when written rationale must be provided for extenuating circumstances.

5.7 Appendices

5.7.1 Appendix A: Award Form

DATE			
PROJECT INFORMATION	Grant	Loan	Contract
Program Funding Name:			
Service Area(s):			
SUBRECIPIENT/CONTRACTOR INFORMATION			
Name:			
Address:			
Chief Financial Officer:			
Unique Entity Identifier (SAM.gov):			
COMMUNITY DEVELOPMENT INFORMATION			
Contact Person:			
Email Address:			
Telephone Number:			
FEDERAL FUNDS INFORMATION			
Federal Award Number:			
Federal Award Date:			
Catalogue of Federal Domestic Assistance (Number):			
Total Federal Award Amount:			
Total Federal Funds Award to Recipient:			
Award for Research and Development:	Yes	No	
Indirect Cost Rate Approved/Allowed:	Yes	No	
GRANT/LOAN AWARD PERIOD			
Grant/Loan Award Period:			
Length of Award Period:			

FEDERAL AWARD PROJECT DESCRIPTION

5.7.2 Appendix B: Contractor/Subrecipient Determination Form

Oregon Housing and Community Services
2020 Labor Day Disasters (DR-4562) CDBG-DR

REOregon
Recover · Rebuild · Revitalize

CONTRACTOR/SUBRECIPIENT DETERMINATION FORM:

Instructions:
Review the following description and characteristics per CFR 200.331 for Subrecipient and Contractor determinations. The applying entity is prohibited from receiving both a contract and a subgrant for the same grant. Make a determination of "Subrecipient" or Contractor" after reviewing the applicable information and regulations for the entity subject to review.

Background:
Subrecipients are OHCS's partners that directly implement an eligible CDBG-DR activity. Subrecipients may be non-profit organizations or Government agencies receiving CDBG-DR funds to carry out eligible activities. The primary distinction between a subrecipient and a contractor lies in the undertaking of the eligible activity. A subrecipient is carrying out the activity on behalf of OHCS, but a contractor is providing goods or services so OHCS may carry out the activity. All or only some of the following listed characteristics may be applicable to the categorization of the entity. When making this determination the substance of the relationship is more important than the form of the agreement.

Subrecipient: A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. See definition for *Subaward* in § 200.1 of this part. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

- Determines who is eligible to receive what Federal assistance;
- Has its performance measured in relation to whether objectives of a Federal program were met;
- Has responsibility for programmatic decision-making;
- Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
- In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

Contractor: A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See the definition of *contract* in § 200.1 of this part. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:

- Provides the goods and services within normal business operations;
- Provides similar goods or services to many different purchasers;
- Normally operates in a competitive environment;
- Provides goods or services that are ancillary to the operation of the Federal program; and
- Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

_____ is classified by _____ as a

Entity's Name ☐ **Subrecipient** or ☐ **Contractor** for

Grant Agreement Number: _____

A digital sample of this form is available here:

app.box.com/s/puu8rqji9h77gbsuzby3g920696dx5vh/file/1638549723616

5.7.3 Appendix C: Form for Independent Cost Estimates

Note: This example form lends itself better to independent cost estimate for architectural, engineering, and other professional services. For construction projects, a licensed engineer or architect can provide an independent cost estimate based on the technical specifications provided. For residential construction, a qualified inspector can provide an independent cost estimate based on nationally recognized construction cost software like Xactimate or RS Means.

Independent Cost Estimate Sheet

Project Name		Due Date of RFP/RFQ	
Street Address			
City, State, ZIP		Total Price $	
A. Direct Labor Attach a copy of the scope of services identified in the RFP/RFQ. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this			
Job Title (e.g., Architect, Draftsman, etc.)	**Est. # of Days**	**Daily Rate**	**Est. Cost**
1.			
2.			
3.			
4.			
5. Total Direct Labor			
B. Overhead/Indirect Costs	Rate	Base	Est. Cost
C. Other Direct Costs			
Transportation	Est. # of Site Visits	Rate	Est. Cost
Per Diem	Est. # of Days	Daily Rate	Est. Cost
Reproduction	Est. # of Pages	Page Rate	Est. Cost
Other (specify)			$
1.			$
2.			$
3.			$
4.			$
5. Total Other Direct Costs			**$**

D. Subcontracts			
Type of Subcontractor(s)	Est. # of Days	Daily Rate	Est. Cost
1.			
2.			
3. Total Subcontractor Costs			
Total Estimated Costs (Lines A5+B+C5+D3)			**$**
Profit			$
TOTAL ESTIMATED PRICE			**$**

5.7.4 Appendix D: Procurement Method Table

Procurement Type	Solicitation Method	Cost Methodology Reasonableness	Contract Type	Applications	Federal Dollar Thresholds
Micro-Purchase Requirements	No solicitation required	Price analysis	1. Fixed order 2. Fixed price	Supplies, produced items, single task service	Under $2,000 for construction, under $10,000 for all other purchases[9]
Small Purchase	Price or rate quotations — an adequate number (at least two) Submitted bids	Price analysis	1. Fixed order 2. Fixed price	Supplies, produced items, single task service	$250,000[10] or less for produced items, $250,000 or less for non-construction services

[9] In October 2024, the threshold will increase to $50,000 and can be confirmed by checking the micro-purchase threshold at 48 CFR Part 2.10 at ecfr.gov/current/title-48/part-2/subpart-2.1#p-2.101(Micro-purchase%20threshold). Subrecipient's local procurement rules may have a lower dollar value threshold to procure using the small purchase method. Each entity should determine what the applicable threshold is and if an informal or formal procurement method should be used.

[10] Subrecipient's local procurement rules may have a lower dollar value threshold to procure using the small purchase method. Each entity should determine what the applicable threshold is and if an informal or formal procurement method should be used. For example, ORS 279B.070 allows for a specific set of procedures that align with small purchases for contracts ranging from $25,000 to $250,000.

Procurement Type	Solicitation Method	Cost Methodology Reasonableness	Contract Type	Applications	Federal Dollar Thresholds
Sealed Bid Formal Advertising	Submitted bids	Price analysis, Cost analysis	Fixed price	Construction items, produced or designed items	All construction contracts including less than $250,000, produced or designed items over $250,000
Competitive Proposals	Submitted proposals	Price analysis, cost analysis	1. Cost reimbursement 2. Fixed price 3. Time and materials	Professional services, multi-task services, designed items	Professional services and/or multi-task services over $250,000, designed items over $250,000 when sealed bids are not appropriate

Procurement Type	Solicitation Method	Cost Methodology Reasonableness	Contract Type	Applications	Federal Dollar Thresholds
Non-Competitive Proposals[11]	Submitted proposals	Cost analysis	1. Cost reimbursement 2. Fixed price 3. Time and materials	Professional services, single task service, multi-task services, designed items	Aggregate value does not exceed $2,000 for construction, aggregate value does not exceed $10,000 for all other purchases

[11] Additional circumstances may allow for the use of a noncompetitive procurement described in detail at Section 5.6.2.1.5.

5.7.5 Appendix E: Required Contract Clauses for Use When Procuring Projects Using Federal Funds (2 CFR Part 200 — Appendix II)

- Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide appropriate sanctions and penalties. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the U.S. Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

- The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by U.S. Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.
- **Rights to Inventions Made Under a Contract or Agreement.** If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.
- **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended**. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the

federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in SAM, in accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- **Procurement of recovered materials.** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000, procuring solid waste management services that maximizes energy and resource recovery, and establishing an affirmative procurement program for recovered materials identified in the EPA guidelines.
- **Prohibited telecommunications and video surveillance services or equipment.** Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract), procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary

or affiliate of such entities). For public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is required. Telecommunications or video surveillance services are provided by such entities or using such equipment. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by or otherwise connected to the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services to procure replacement equipment and services, and sustain communications service to users and customers. See Public Law 115-232, section 889 for additional information. See also 2 CFR § 200.471.

- **Buy America Preference.** As appropriate and to the extent consistent with the law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award. For purposes of this section, "Produced in the United States" means for iron and steel products that all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics, and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Federal agencies providing federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

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Labor Standards

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6 Labor Standards

6.1 Introduction

Subrecipients implementing projects involving construction contracts are required to comply with applicable labor-related laws and regulations. The responsibilities, applicable statutes, and steps to ensure compliance are included within this chapter.

Projects involving construction contracts for public facilities, public works, infrastructure, or multifamily housing of eight units or contracts for more than $2,000 must comply with the following laws and regulations:[1]

1. Federal Fair Labor Standards Act (FLSA), 29 USC (United States Code) Chapter 8
2. Davis-Bacon and Related Acts (DBRA); 40 USC Chapter 31, Subchapter IV
3. Copeland Anti-Kickback Act; 18 USC §874 and 40 USC §3145
4. Contract Work Hours and Safety Standards Act (CWHSSA); Field Operations Handbook, Chapter 15
5. State of Oregon Labor Standards and local laws and regulations

Information about each requirement can be found on the U.S. Department of Housing and Urban Development (HUD) website at the following link: hud.gov/program_offices/administration/hudclips/handbooks/sech/13441

These requirements apply regardless of whether the contract was acquired through the sealed bid, small purchase, or non-competitive procurement process. Activities financed by Community Development Block Grant Disaster Recovery (CDBG-DR) funds that are not "construction work" do not trigger Davis-Bacon requirements, for example:

- Real property acquisition
- Architectural and engineering fees
- Other professional services (legal, accounting, testing[2])
- Other non-construction items (furniture, business licenses, real estate taxes)

Davis-Bacon requirements apply to the **entire** construction contract, even if CDBG-DR funds finance only a **portion** of a construction

[1] Links to the laws and regulations are available in section 6.8.1 Useful Resources – Regulations and Guidance.

[2] Drilling a test well can be considered either a component of construction or a professional service. To determine if Davis-Bacon applies to a test well, please refer to the U.S. Department of Labor (DOL) Field Operations handbook, 15d05, for additional guidance.

Subrecipients are encouraged to contact the ReOregon case lead assigned to the agreement to discuss any questions regarding the applicability of labor standards or the associated recordkeeping requirements.

6.2 Subrecipient Administration of Labor Standards Requirements

The subrecipient should take the following steps to ensure compliance with required labor standards. Each of these tasks is described in detail in the following pages:

Preconstruction Tasks

1. Designate a Labor Compliance Officer
2. Obtain the Effective Wage Determination
3. Confirm the Recommended Construction Contractor's Eligibility Status
4. Document Wage Determination
5. Award the Construction Contract
6. Hold a Preconstruction Conference

Post-start of Construction Tasks

1. Perform Field Inspections for Labor Compliance
2. Conduct Payroll Verification Interviews
3. Maintain Compliance Records

6.2.1 Designate a Labor Compliance Officer

The subrecipient must designate, or name, an appropriate person to act as the labor compliance officer (LCO) to ensure compliance with all requirements and to be the primary contact person for OHCS. The designee may be an employee of the subrecipient or a private consulting firm. The primary qualification of this role is to have a good understanding of HUD's overall compliance requirements with the prevailing federal wage obligations applicable to HUD-funded CDBG-DR programs. For individuals seeking additional training on the requirements and how to perform their respective duties, training is available through the HUD Exchange. A listing of available training is in Appendix A of this chapter.

6.2.2 Obtain the Effective Wage Determination

A wage determination, or "wage decision," is a document listing a minimum wage rate and fringe benefit for each classification of laborers or mechanics, which the DOL has determined to be prevailing in each area for a particular type of construction. Wage determinations can be found at sam.gov/content/wage-determinations by selecting the project type or by the wage determination number. A guide for how to conduct the SAM.gov search for wage determinations is included in Appendix A of this chapter.

Subrecipients should also consult the Oregon Bureau of Labor & Industries (BOLI) website for state prevailing wage rates. **The higher rate will apply to each project**. A link to the BOLI prevailing wage rate determinations and handbook is available in this chapter under Useful Resources – Prevailing Wage Rates. Oregon's wage rates are updated quarterly throughout the year on Jan. 5, April 5, July 5, and Oct. 5.

Subrecipients preparing the wage determination do not need to consider the constantly changing rates. DOL allows the wage decision in effect **10 days** before the bid opening date to be effective for the duration of the construction if the contract is awarded within 90 days of the bid opening date. Such a wage decision is said to be "locked-in" and is also called the "effective" wage decision. If more than 90 days transpires between the bid opening and contract award, the wage decision in effect on the date of the contract award becomes the "effective" wage decision.

6.2.2.1 Provide Additional Classifications

A wage determination will state the minimum hourly pay and fringe benefits that must be paid to specific classes of workers such as carpenters, electricians, and backhoe operators. If it is found that a class of laborers or mechanics not listed in the wage decision will be employed on the project, the contractor must request an additional classification.
To request an additional classification contractors can complete the HUD Form 4230A available under Useful Resources.[3] Completed forms can be emailed to whd-cbaconformance_incoming@dol.gov or sent by mail to the following address:

Branch of Construction Wage Determinations
US Department of Labor
200 Constitution Avenue, NW, Room S-3014
Washington, DC 20210

[3] HUD provides separate instructions for how to accurately complete Form 4230A online using the following website: hud.gov/sites/dfiles/OCHCO/documents/4230AInstructions.pdf

If an additional classification is needed that is not included in BOLI's covered occupations, send a written request including the name of the proposed trade, minimum education required, a description of the skills required, and the tools used to the following address:

Prevailing Wage Rate Unit
Wage and Hour Division
1800 SW 1st Avenue, Suite 500
Portland, OR 97201

The prime contractor will make a request if it determines its own need for an additional classification or if a subcontractor needs the additional classification. The contractor or subcontractor would be immediately allowed to pay the worker(s), at a minimum, the requested rate(s) for the classification until a response from DOL is received. After receiving a DOL rate, an LCO should review the payrolls for the trade that required the additional wage rate classification to verify that the tradespersons were paid at minimum the approved rate.

Example: A prime contractor installing sewer lines may find that a boring machine operator is needed by one of its subcontractors, but such a classification is not on the wage decision. Since payrolls must reflect proper classifications for actual work performed, the prime contractor for the sewer project would be required to request and obtain an additional classification of a boring machine operator.

6.2.2.2 Force Account Labor

Force account labor refers to the use of laborers or mechanics who are employed by the subrecipient in place of a contractor for the CDBG-DR construction project and are generally exempt from the prevailing wage requirements. In such cases, the subrecipient does not have to pay the Davis-Bacon wage rates but can pay the rates paid to staff employees. The amounts paid to workers on force account labor projects are allowable costs of the CDBG-DR program. Please contact OHCS for assistance if you anticipate force account work and to receive pre-approval from OHCS and HUD if necessary.

6.2.2.3 Construction Categories

Federal wage determinations are issued based on construction categories, locations, and special characteristics. When determining a rate category, it is important to know the differences to avoid paying wages from the wrong category. It is possible that more than one wage determination may apply. Choosing the wrong category may leave the subrecipient responsible for restitution and penalties. The construction categories are described as follows:

- **Building:** Construction of sheltered enclosures with walk-in access for housing persons, machinery, equipment, or supplies. This includes all construction within and including the exterior walls, both above and below grade, as well as incidental grading, utilities, and paving.
- **Residential:** Projects involving the construction, alteration, or repair of single-family houses, town houses, or apartment buildings no more than four stories tall. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.
- **Highway:** Projects for the construction, alteration, or repair of roads, streets, highways, runways, taxiways, alleys, trails, sidewalks, paths, parking areas, and other similar projects not incidental to residential, building, or heavy construction.
- **Heavy:** All construction not properly classified as Highway, Residential, or Building. Water and sewer line construction will typically be categorized as Heavy construction.

6.2.2.4 The Process of Updating Wage Determinations

The DOL gathers information on a year-round basis regarding wage decisions and will often issue an update of a particular wage decision. An update of a wage decision is referred to as a "modification" or "mod." Less frequently, DOL will issue a new series of wage decisions, called "supersedeas decisions," with a new wage decision number based on a new series year.

6.2.2.5 Ten-Day Confirmation of the Wage Rate

It is the subrecipient's responsibility to ensure that the wage decision(s) that is in effect 10 days before the bid opening date was part of the original bid package or becomes a part of the original bid package by addendum, which must be sent to all who obtained a bid package. The bidders are given the opportunity to change their bids before the bid opening, based on the updated wage decision.

The subrecipient may search the DOL website at sam.gov/content/wage-determinations to determine if there have been any updates. The website should be examined no more than 10 days before the bid opening date.

If there has been an update, the subrecipient must obtain the updated wage decision and send a copy by addendum to all who obtained a bid package.

The Davis-Bacon requirement to "lock-in" a particular wage decision for the duration of construction calls for contracts to be awarded within 90 days of bid opening.

- For housing: Wage decision "lock-in" at construction contract award or start of construction, whichever occurs first.
- For infrastructure: Wage decision "lock-in" at bid opening provided construction contract is awarded within 90 days. The LCO must re-confirm the wage decision if the construction contract is awarded 90 days beyond the bid opening.

Before awarding a construction contract to any prime contractor, the subrecipient must obtain verification of the wage decision choice. An inquiry made earlier is not sufficient as verification of the wage decision choice. The CDBG-DR program requires that the wage decision verification be obtained after the bid opening and before the award of the construction contract. The subrecipient is still responsible for ensuring the proper wage decision choice(s) and may bear liability arising out of an incorrect wage decision choice(s).

If the award of the contract is delayed by more than 90 days, the subrecipient must determine if any wage decision updates have been made by searching the SAM.gov website.

The subrecipient must ensure that the wage decision in effect at the date of the contract award is made a part of the contract between the low bidder and the subrecipient.

If there has been a wage decision update, the selected bidder must agree, in writing, to abide by the wage decision in effect on the date of the contract award. The wage decision in effect on the contract award date must become part of the construction contract.

6.2.3 Confirm the Recommended Construction Contractor's Eligibility Status

Prior to awarding and executing any construction contract, the subrecipient must ensure that all prime contractors (and their subcontractors) are registered with the Oregon Construction Contractors Board (CCB) and not listed as "debarred" in the System for Award Management on the SAM.gov website. The subrecipient must retain records of these verifications from the CCB and SAM website in local files. Appendix B has the instructions on how to complete the search and save the results for use in the local file.

6.2.3.1 Oregon Construction Contractors Board (CCB)

All persons working on construction projects funded by CDBG-DR must be registered with the CCB or be an employee of a contractor or subcontractor. Recipients must have evidence that all persons on the job as "subcontractors" are in fact "independent contractors" registered with the CCB. Registrations may be checked at oregon.gov/ccb/Pages/index.aspx.

Oregon's Construction Contractors Registration Act, ORS Chapter 701, requires that all persons engaged for compensation in any construction activity involving improvements to real estate must be registered with the Oregon CCB. This includes partnerships, corporations, and self-employed individuals, whether working by the hour, week, job, or "cost plus," and whether by written contract or oral agreement.

Registration is required for any individual or business entity that advertises, offers, bids, or arranges to do or does, any construction, alteration, remodeling, or repair involving residential, commercial, industrial, or public works improvements. Violations can result in civil penalties imposed by the CCB.

Anyone can call the CCB to verify the registration of a contractor.

6.2.3.2 Parties Excluded From Federal Procurement (SAM)

Federal regulations require verification of general (prime) contractor eligibility. To be "eligible" a contractor must not be listed on the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the General Services Administration. Recipients must call their regional coordinator at the department to clear the general contractor before awarding the construction contract. The regional coordinator will check the SAM website and document the contractor's eligibility in the project file. Recipients can search the list themselves at SAM.gov.

At the state level, BOLI maintains a list of contractors ineligible to receive public works contracts at oregon.gov/boli/employers/Pages/pwr-ineligible-contractors.aspx.

6.2.3.3 Independent Contractors

Independent contractors registered as "exempt" are not considered subcontractors on a job covered by the Davis-Bacon Act and HUD regulations.

Those individuals, who may be referred to as "owner operators," cannot certify their own wages and must complete one of the following:

- The payroll reports for their general contractor. The payroll reports for another subcontractor that is not exempt.
- Their own payroll report, and the general or non-exempt subcontractor can co-sign the report.

For more information on the Labor Standards Compliance Requirements read the Federal Labor Standards Requirements in Housing and Urban Development Programs.

6.2.4 Failure to Include or Use of Incorrect Wage Determination

Failure to include the effective wage decision in bid documents or contracts will not relieve the subrecipient or contractors from potential liabilities or enforcement actions. In cases of an incorrect decision or failure to include a decision, the subrecipient must either terminate and re-solicit the contract with the valid decision or ensure that all parties sign a supplemental agreement to the contract that makes the effective wage decision retroactive to the beginning of construction.

If a supplemental agreement is made, there are two ways to structure the agreement:

1. The contractor, even if not at fault, may agree to include the proper wage decision retroactively with no additional compensation, especially if the wage rate changes are minor.
2. The contractor will require a change order to compensate for an increase in wages due to the effective wage decision. Such a change order would be an eligible CDBG-DR cost but would be subject to available grant funds. If grant funds are not available, local funding may be necessary.

6.2.5 Notification of Subcontractor Awards

The subrecipient's LCO should be notified by the prime contractor of contract awards to any subcontractor prior to the subcontractor beginning work on the project. This informs the LCO of when to expect the submission of subcontractor payrolls.

6.2.6 Award the Construction Contract

Each construction contract subject to Davis-Bacon labor standards requirements must include labor standards compliance clauses and a Davis-Bacon wage decision. The labor standards compliance clauses to include are:

- Describe the responsibilities of the construction contractor concerning Davis-Bacon wages.
- Obligate the construction contractor to comply with the labor requirements.
- Provide remedies in the event of violations, including withholding payments due to the construction contractor to ensure the payment of wages or liquidated damages.
- Enable enforcement of labor standards applicable to the project.
- Incorporate HUD Federal Labor Standards Provisions Form HUD-4010 in the construction contract and provide it with preconstruction information.

If the construction contract has not been awarded within 90 days after bid opening, any wage decision modification published prior to the award of the construction contract shall be effective for that construction contract.

6.2.6.1 Responsible Bidder Forms

Oregon state law requires that all public entities awarding public improvement contracts to the lowest responsible bidder complete and submit a Responsible Bidder Determination form to the CCB within 30 days of the award. The CCB has developed a web-based entry system that includes this form and other information. The Public Contracts Responsible Bidder Determination website is ccbed.ccb.state.or.us/ccb_frames/responsiblebidders/.

6.2.6.2 Public Works Bond

All contractors working on public works projects in Oregon with a total project cost of more than $100,000 must obtain and file with the CCB a Public Works Bond of $30,000. This bond is for the exclusive purpose of paying wage claims and must be filed before starting work on a contract or subcontract for a public works project. It must be obtained from a corporate surety authorized to do business in Oregon. A copy of the form is available in Appendix D of this chapter.[4]

The construction contract and every subcontract must contain the provision requiring the Public Works Bond. The general contractor must verify that the subcontractors have filed a Public Works Bond before permitting a subcontractor to start work on a project. Recipients should verify that the contractor and subcontractors have filed the Public Works Bond.

Certified disadvantaged, minority, women, or emerging small business may elect to be exempt during the first year of certification from the Office of Minority, Women and Emerging Small Business (OMWESB). To find out more about the OMWESB program, go to oregon.gov/biz/programs/COBID. If a business chooses to use the OMWESB exemption for the Public Works Bond, the firm must submit the application form to the CCB. The request may be downloaded from ccbed.ccb.state.or.us/WebPDF/CCB/Publications/PWB Application_Exemption.pdf.

6.2.6.3 Retainage

The recipient must comply with the most current Oregon Retainage and Prevailing Wage Law, and the recipient must withhold at least 25% of any amount owed to a contractor if the contractor has not submitted the required certified payroll reports (CPRs). The recipient

[4] The Public Works Bond form is also available through the Oregon Bureau of Labor and Industries website located here: oregon.gov/boli/employers/pages/prevailing-wage.aspx.

will pay the contractor within 14 days after the proper CPR is submitted. Likewise, the prime contractor may withhold funds from a first-tier subcontractor until the subcontractor has submitted the required CPR.

6.2.7 Hold Preconstruction Conference

The subrecipient should hold a preconstruction conference with the prime contractor and all available subcontractors to learn of their responsibilities and obligations concerning labor standards. Identify job site signage requirements. Use of electronic payroll submissions is highly recommended.

If the subrecipient should opt to not have a preconstruction conference, then the subrecipient must use some method of its own choosing to inform contractors of their responsibilities and obligations concerning labor standards and other items normally covered at the preconstruction conference. The preconstruction conference is ideal to initiate the additional classification process as discussed in the following paragraphs.

6.2.8 Perform Field Inspections for Labor Compliance

The subrecipient should understand that the enforcement of labor standards is as important as other requirements of the contract specifications. Failure to comply with the provisions of the labor standards must be corrected by the contractors and subcontractors and may result in the imposition of serious sanctions and penalties.

Subrecipients must conduct compliance reviews to ensure compliance with labor standards. The reviews must include:

- Verifying that required notices are appropriately posted and consider documenting the review with date-stamped photos showing the poster requirements onsite.
- Reviewing all contractors' and subcontractors' CPRs to verify that the correct wages are paid and are signed by the authorized person.
- Conducting hourly wage and rate determinations, including overtime payments.
- Verifying wages through worker interviews.
- Reviewing the use of apprentices, trainees, and helpers.
- Being alert for common falsification indicators, such as the ratio of laborers to mechanics, too few or irregular hours, discrepancies in wage computations, and extraordinary deductions.
- Maintaining documentation of compliance reviews and inspections in the project files.

6.2.8.1 Required Notices

The subrecipient should be checking that the project wage determination and the Davis-Bacon posters are displayed at the job site in an area easily accessible to all employees. The DOL poster is available in English and Spanish. The poster is available through the Office of Labor Relations website at dol.gov/sites/dolgov/files/WHD/legacy/files/fedprojc.pdf under Resources, Labor Relations Forms.

6.2.8.2 Certified Payroll Submission

Each contractor or subcontractor engaged in work covered by the labor standards must submit to the recipient a weekly CPR for all weeks in which workers are on the job.

Each CPR must be filled in correctly and completely. If there are errors, the form must be resubmitted. The use of electronic forms is highly recommended for ease of transmission, review, and retention.

DOL revised regulations concerning the information reported on payrolls for Davis-Bacon covered projects often includes personally identifiable information. Payroll reports should not include employee addresses and full Social Security numbers. Instead, payrolls must include the employee(s) name and an individual identifying number, for example, the last four digits of the employee's Social Security number. Employers (prime contractors and subcontractors) must maintain the current address and full Social Security number for each employee and must provide this information upon request to the contracting agency or other authorized representation responsible for federal labor standards compliance monitoring.

6.2.8.2.1 No Work Performed Report

Document each week in which no work is performed. This can be done by writing "no work" on the corresponding weekly payroll report. During the project, labor standards compliance will be monitored, and written records can clearly establish that there are no missing payroll reports.

6.2.8.2.2 Certified Payroll Reviews

The subrecipient must review all weekly CPRs. They must ensure wages are paid weekly in an amount no less than identified in the federal prevailing wage determination, applicable to the project. They must also comply with the following:

- Submit on time within 7–10 business days after the reported working week and signed with original signature in ink.

- Complete with names, individual identifying numbers, and job classifications for each employee.
- Report on prime contractors' CPRs, including all "self-employed owner/operator" subcontractors, with no employees.
- List independent contractors, also known as "1099-workers."
- The payroll reports for their general contractor or the payroll reports for another subcontractor that is not exempt.
    - The "owner operator" can complete their own payroll report and the general or non-exempt subcontractor can co-sign the report.
- If a construction company owner works with employees for less than 20% of the time on-site on projects under the Davis-Bacon wage decision, they do not need to be listed on the CPR. The name of the supervisor/owner is enough. Each week, log the total hours on-site and the number spent on Davis-Bacon projects. This helps prove the work in the covered classification was under the limit. When the construction company owner works with employees on-site for over 20% of the time, the Davis-Bacon wage decision applies. In that case, the owner must list their name, individual identifying number, work classification, daily hours worked on-site, total hours worked on-site per week, pay rate, and fringe benefits. The CPRs include the proper wages, fringe, and zone pay for each employee.
- The proper trade classifications are listed on the CPR for each employee.
- The CPRs include only permissible deductions such as: Social Security (SSI), federal tax, state tax, bona fide pre-payment of wages, court-ordered payments, safety requirements, reasonable costs of board and lodging not provided by the contractor (advances). The first time a certified payroll shows that voluntary deductions have been taken out of the employee's wages, a copy of the employee's written authorization to the contractor authorizing the deduction(s) must be provided with the CPR.
- Where fringe benefits (life insurance, health insurance, pension) are paid into plans, block 4(a) on the back of the CPR must be marked or otherwise disclosed.
    - When the hourly wage rate paid is the same as or greater than the hourly wage rate plus fringe required for the applicable decision, and the "Fringe Benefit Paid Into Plan" box on the back of the CPR is marked, the fringe benefit requirement is complete.
    - However, any time a contractor indicates fringe benefits being provided are used to compensate for not paying hourly wages in cash equal to the amount required in the applicable wage decision, the contractor should provide documentation explaining the nature of the hourly dollar value of all fringe benefits being provided.

    - If a recipient has a reason to question whether the contractor is paying fringe benefits as claimed, documentation should be requested from the contractor and verified.
- Where apprentices and trainees are identified on the CPR, documentation must be received with the CPR showing they are officially under an Oregon BOLI program, Federal Bureau of Apprenticeship program, or union program. The documentation must list the employee's name, classification, and rate of pay.
- Ensure that zone pay, if required by the applicable wage decision, is paid to the employee. Each category in the wage decision is established by union negotiation or survey. To calculate zone pay, the recipient must refer to the union agreement applicable to each section of the wage decision.

6.2.8.2.3 Hourly Rate and Wage Determination

Payrolls must be checked against the applicable wage decision(s), engineer's inspection reports (if available), employee interview forms (if available), and actual work done or in progress to determine if prevailing wage requirements regarding rates and proper worker classifications were met. The proper calculation of straight time rates and "time and a half" rates for overtime hours must be checked as well as the accuracy of mathematical calculations pertaining to wages and deductions.

6.2.8.2.4 Project Wage Rate Sheet

The Project Wage Rate Sheet can be used as an easy reference for all work classifications and wage rates that apply to a specific project. A link to the form is available in section 6.8.4 Useful Resources – Forms.

6.2.8.2.5 Fringe Benefits and Zone Pay

The Davis-Bacon prevailing wage is made up of three components: Davis-Bacon basic hourly wage, hourly fringe benefit, and hourly zone pay.

Note: Fringe benefits and, if applicable, zone pay must be paid for all hours worked including overtime hours. Fringe benefits and zone pay are not subject to the halftime premium due as overtime pay.

Fringe Benefits: Along with the basic hourly rate, a fringe benefit amount will be listed for any classification in which fringe benefits were found to be prevailing. This hourly fringe benefit amount may be met by any combination of cash, bona fide third-party benefit plans, or unfunded plans. Funded plan fringe benefits generally include life insurance, health insurance, and pension plans. Unfunded plan benefits generally include vacation, sick leave, and holiday pay.

Contributions to fringe benefit plans must be made quarterly.

- **Cash:** Payment of the required hourly fringe benefit amount in cash to the employee.
- **Funded Plans:** Contractors' fringe benefit contributions made irrevocably to a trustee, third party, or union per a fund, plan, or program can be credited toward meeting this requirement without prior state approval.
- **Unfunded Plans:** Fringe benefit plans are programs that a contractor funds. They are called unfunded plans. The contractor may reasonably anticipate their costs in providing benefits.
- **Zone Pay:** When a trade requires zone pay, this typically means cash to the employee in the amount the hourly zone pay required.

Each category in the wage decision is established by union negotiation or survey. To calculate zone pay, the recipient must refer to the actual union agreement applicable to each section of the wage decision.

- **Fringe Benefit and Zone Pay for Apprentices:** Every apprentice must be paid at not less than the rate specified in the registered apprenticeship program for apprentice's level of progress. This is expressed as a percentage of the journeymen's hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the written provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the applicable wage determination for the applicable classification.

6.2.8.2.6 Federal Overtime Requirements

The Contract Work Hours and Safety Standards Act (CWHSSA) requires that persons performing the work of laborers or mechanics under contracts that exceed $100,000 must be paid no less than 1.5 times the basic rate of pay for weeks in which they work more than 40 hours (required Davis-Bacon base rate (no exceptions) x 1.5 + fringe benefits + zone pay = overtime rate). The federal Fair Labor Standards Act (FSLA) requires weekly overtime pay for contracts under the $100,000 threshold.

6.2.8.2.7 State Overtime Requirements

State of Oregon law for overtime pay is different from federal law. The state's statutes ORS 279C.520 and 279C.540 do not exempt federally funded projects from the state overtime law. State overtime law requires payment of overtime to workers who are employed more than 8 hours per day when working on a 5-day, 8-hour schedule or in excess of 10 hours per day when working a 4-day, 10-hour schedule, or for hours worked over 40 hours in any

single work week. Overtime must be paid for work on Saturday, Sunday, and six legal holidays. This must be paid regardless of whether 40 hours have been worked in a week.

Note: Oregon's overtime laws do not apply if the contractor is a party to a collective bargaining agreement in effect with any labor organization.

6.2.8.2.8 Compliance With Overtime Laws

The Oregon Business Development Department is not responsible for monitoring and enforcing the state overtime laws.

However, recipients who do not understand or ignore the law are liable for substantial additional costs and/or lawsuits from contractors or workers. Federal rules prohibit the use of grant funds to pay any costs resulting from violations of, or failure to comply with, federal, state, and local laws.

Questions about State Law should be directed to:
Oregon Bureau of Labor and Industries Wage and Hour Division
800 NE Oregon Street Suite 1045
Portland, OR 97232
Email: mailb@boli.state.or.us
971-673-0761
oregon.gov/BOLI/pages/index.aspx

6.2.8.2.9 Investigating Overtime Violations

When a subrecipient determines that a contractor has violated CWHSSA requirements by failing to compensate a worker appropriately for overtime, the following steps must be taken:

- Determine the number of occurrences per employee and calculate the amount due to each employee.
- Inform the prime contractor who is responsible for the correction of all violations in writing of the violation(s), specifying that the violations must be corrected within 30 days and what documentation will be accepted as proof of payment to the underpaid employees. The contractor must report the restitution paid on the corrected/amended CPR, with a signed Statement of Compliance. For each employee paid restitution, the amended CPR must include name, work classification, total number of hours involved, the adjustment rate (difference between the rate that was paid and the required rate), the gross amount of restitution, deductions, and the net amount paid. Each employee paid restitution must sign and date the corrected/amended payroll as receipt of payment.

- Calculate the dollar amount of liquidated damages due (e.g., $10 per violation, per employee, per day), and inform the prime contractor in writing of the amount of the computations.
- File a written request within 60 days for a waiver or reduction of liquidated damages. Any such request shall be accompanied by a written statement of the reasons why the waiver or reduction is justified.
    - **Note:** The only grounds for requesting a waiver or reduction are that the computation of the liquidated damages is incorrect or that the violation occurred inadvertently despite the exercise of due care, and that in the absence of a timely waiver or reduction request, the determination is final. HUD handbook 1344.1, Rev 1, Change 1, Section 3-4(f).
- Submit copies of corrected/amended CPRs with the employee's signature and date for each worker.
- Use the "Start the Process" button on this webpage for violations ranging from $10 to $999.99: complaints.boli.oregon.gov/home/landing
- Submit a labor standards enforcement report (described later in this chapter) if the violation is $1,000 or more. Any waiver of fines must be reported to OHCS.

If the amount of the violation is under $10, the violation does not need to be reported to OHCS.

6.2.9 Conduct Payroll Verification Interviews

During construction, the subrecipient must conduct interviews of workers to determine payroll accuracy and compliance with Davis-Bacon. Employee interviews must be conducted by the subrecipient or grant administrator, not the project engineer. Interview forms must be completed for a representative sample of all worker classifications on the job and must be sufficient to establish the degree of compliance and to indicate the nature and extent of violations, if any.

Interviews should be recorded on the Employee Interview form found here: hud.gov/sites/dfiles/OCHCO/documents/11.pdf (English)

hud.gov/sites/dfiles/OCHCO/documents/11SP.pdf (Spanish)

6.2.9.1 Minimum Interview Requirements

Employees of the following contractors must be interviewed:

1. All prime contractors
2. Subcontractors whose contract award is $100,000 or more
3. Any subcontractor where there are a large number of payroll problems

One interview session will sometimes be sufficient to meet the minimum interview requirements for the above-listed contractors. When an interview session is conducted, interviews of the employees of other subcontractors, not listed above, must be conducted if they are on the job site on the day of the visit.

Example: A job has three prime contractors and at least four subcontractors. Three of the four subcontracts are for less than $100,000. The possibility exists that a fence contractor may become a fifth sub as the project nears completion. The fence subcontract will be less than $100,000. Employees of all three prime contractors must be interviewed. Employees of the subcontractor whose contract is $100,000 or greater must be interviewed. If all four of these contractors are not present on the day an interview is scheduled, an added trip(s) must be made to obtain the necessary interviews. Additionally, those subcontractors on the job site on any day on which interviews are done for the four required contractors must be interviewed.

If a subcontractor having a subcontract for less than $100,000 is not present on the day of an interview, that subcontractor will not have to be interviewed unless there are payroll problems. If awarded a subcontract for less than $100,000, the future fence subcontractor will not have to be interviewed unless there are payroll problems.

6.2.9.2 Place of Interview

The following guidelines should be followed when deciding on the place to conduct the interview:

- Care must be taken to arrange the session at a time convenient to the employer and employees.
- Workers currently employed may be interviewed during working hours on the job if it can be properly and privately conducted on the premises.
- Interviews may also be conducted at other public places.
- Employees and former employees may also be interviewed by mail.
- An interview request by mail should include a cover letter explaining the purpose of the employee interview and ask the employee to complete items 3 through 12 on the Record of Employee Interview form.

- The remaining items on the Record of Employee Interview form should be completed by the subrecipient, with items 1 and 2 to be completed before mailing and items 13 through 17 completed after the employee returns the document by mail.
- In off-site interviews or interviews by mail, the number of interviews required must be the same as the estimated number that would have been obtained during an on-site session.

6.2.9.3 Initiating the Person-to-Person Interview

The interviewer must confirm their identity to the worker. The interviewer must explain that the project is being constructed with federal assistance, which requires that workers be properly paid, and that the interview's purpose is to determine if the required wages are being paid. If a worker does not want to give the information, the interviewer should not insist.

6.2.9.4 Worker Complaint Form

Employees of federally funded projects subject to the requirements of the federal labor standards provisions may file a complaint using the Federal Labor Standards Complaint Form HUD form 4731 form found at hud.gov/sites/dfiles/OCHCO/documents/4731.pdf.

Worker complaints must be kept confidential and be given priority as required by 29 CFR (Code of Federal Regulations) Part 5.6(3).

Additionally, workers may report complaints for state wage rate violations to Oregon BOLI online by going to the following website and clicking the “Start the Process” button at the bottom of the page: complaints.boli.oregon.gov/home/landing.[5]

Workers may also notify OHCS by contacting the Contract Administrator or submitting a complaint online at the following website: oregon.gov/ohcs/disaster-recovery/Pages/ReOregon-FWAA.aspx

[5] If you are filing for owed wages, please include any evidence, documents, or witness statements, and an explanation of your work schedule or calendar detailing the hours worked for each day of your claim. BOLI also accepts evidence by mail at Bureau of Labor & Industries Wage and Hour Division, 1800 SW 1st Ave, Suite 500, Portland, Oregon 97201.

6.2.9.5 Using the Interview Information

After the interviews, compare the wage decision and payroll information to determine if the workers' classification and compensation are correct. If necessary, initiate corrective action.

6.2.9.6 Corrections

The payroll format includes the necessary information for payroll reporting and is a copy of WH-347 from the Wage and Hour Division of DOL. Alternate forms may be used by contractors but must include the necessary information as on WH-347. If a contractor's alternate form is not sufficient, the contractor must provide the necessary information on an acceptable form or a supplementary statement.

Payrolls that are incomplete, such as missing classifications or rates of pay, will trigger the need for the contractor to provide a corrected payroll and Statement of Compliance that lists the required information.

6.2.9.7 Handwritten Corrections

The subrecipient, in reviewing a payroll, cannot make corrections on the face of a payroll or on the Statement of Compliance. The reason is that such documents are designed to be sufficient as evidence in a legal proceeding, and corrections by multiple sources do not allow the reader certainty as to who made the corrections. If the subrecipient wishes to provide written clarification of a minor payroll item, a note with the reviewer's name and date may be attached.

6.2.10 Maintain Compliance Records

To show compliance with Davis-Bacon regulations, the subrecipient must maintain a file with the following documentation for each construction contract, if applicable:

- Appointment of Labor Compliance Officer
- Copy of Wage Rate Decision(s)
- Ten-Day Confirmation Form(s)
- Additional Classification request(s)
- Debarment verification printouts from CCB (for each prime contractor and/or subcontractor)
- Debarment verification printouts from SAM (for each prime contractor and/or subcontractor)
- Preconstruction conference report minutes and sign-in sheet(s)

- Payrolls, with evidence of compliance review
- Employee interviews
- Compliance with Section 3, Fair Housing construction, Equal Employment Opportunity, and Historically Underutilized Businesses mandates
- Interim inspection reports
- Wage violations, including the amount and payment of restitution, number of hours, and days
- Liquidated damages fees and documentation (if any)
- Certificate(s) of Construction Completion
- Final Wage Compliance Report(s)

6.3 Prime Contractor Responsibilities

The prime contractor on a project is responsible for proper payment to all laborers and mechanics. This includes those employed by the prime, employed under a subcontract to the prime, or employed under any lower-tier subcontract. The construction contract between the grantee and the prime contractor must require all subcontracts to include clauses imposing the federal labor standards provisions. If the required provisions are not included in the subcontract, the prime contractor is still responsible for underpayments and liquidated damages of subcontractors.

When labor standards violations occur, whether at the contract or subcontract level, the subrecipient will require corrections via the prime contractor. It is the prime contractor's responsibility to ensure corrective action by the applicable subcontractor.

6.3.1 Weekly Payroll Submission Requirements and Payroll Numbering

It is the weekly responsibility of each contractor, subcontractor, and any lower-tier subcontractor to submit to the subrecipient numbered weekly payrolls from the time work begins on the project until the work is completed. Contractors must use the payroll form, DOL publication WH-347 available in section 6.8.4 Useful Resources - Forms. The signature page of WH-347, where a contractor certifies wages and fringes, if any, is commonly called the Statement of Compliance, although the document is no longer officially named “Statement of Compliance.” The Statement of Compliance must be a part of each weekly payroll and must be signed by the contractor. A contractor may use their own payroll form or other computer-generated form if all required items of the form are included, but the wording of the Statement of Compliance must be verbatim.

6.3.1.1 Document week(s) in which no work is performed

This can be done by writing “no work” on the weekly payroll report.

During the project, labor standards compliance will be monitored, and written records will clearly establish that there are no missing payroll reports. Submit payrolls of subcontractors via the prime contractor. The prime contractor reviews the subcontractor’s payrolls and may require corrections. The prime contractor forwards the payroll(s) to the subrecipient. Payrolls may be collected by the project engineer for subcontractor’s submission to the subrecipient; however, this does not relieve the prime contractor of the responsibility for review of payrolls.

6.3.2 Addresses and Social Security Numbers

The first and last name of each worker and last four digits of each worker’s Social Security number are to be listed on each payroll. This procedure will, in nearly all cases, allow unique identification of each worker. In the interest of protecting the worker’s privacy, the address and full Social Security number are not a required element of payrolls. However, the office or place of recordkeeping of each contractor must retain the full name, address, and Social Security number of each worker to provide to an authorized person requesting the information. Reporting compliance with Section 3 requires the worker’s address information.

6.3.3 Signature on the Statement of Compliance

The Statement of Compliance, which is now the certification part of payroll form WH-347, must be signed by an owner, officer, or designated employee of the contractor for each weekly payroll. In cases where a designated employee signs, the contractor must submit a written authorization signed by an officer of the company.

6.3.4 Prompt Submission of Payrolls

The subrecipient should require that all payrolls from the prime contractor and any lower-tier subcontractor be submitted by the prime contractor within 7 working days after the payroll ending date. Payrolls must be examined promptly by the subrecipient so that any problems discovered can be corrected early while contractors are still on the job. Particular attention should be given to payroll review during the initial stages of construction to ensure that the prime contractors understand and are fulfilling their payroll responsibilities. If acceptable payrolls are not submitted promptly, the subrecipient may withhold contractor payment until acceptable payrolls are submitted.

6.3.5 Subcontractor Communication

The subrecipient's contractual relationship is with the prime construction contractor. Furthermore, a contract with a subcontractor is between the prime contractor and the subcontractor. There is not a direct relationship between the subrecipient and subcontractor. The subrecipient should only communicate with the prime construction contractor.

6.3.6 Concurrent Jobs

The payrolls must show only the regular and overtime hours worked on the CDBG-DR project. If an employee works at other job sites other than the CDBG-DR project, do not report those hours on the payroll. However, the gross pay from all job sites must be shown on the payroll.

6.3.7 Wage Rates and Proper Classification

Check payrolls against the applicable wage decision(s), engineer's inspection reports (if available), employee interview forms (if available), and actual work done or in progress to ensure compliance with prevailing wage requirements for rates and proper worker classifications. Check the proper calculation of straight time and "time and a half" rates for overtime hours and the mathematical accuracy of wage and deduction calculations.

6.3.8 Employees Performing Work in More Than One Classification

Pay a person employed as a laborer or mechanic performing work in more than one job classification at least the required rate for the actual hours spent in each classification. When using "split" payrolls, apportion the hours worked at more than one classification in a workday according to the hours worked in each classification.

To avoid the extra work of split payroll reporting, pay the worker the highest rate of the multiple classifications for the work performed in each workday.

Example: Joe, a backhoe operator, gets off his backhoe to try to find a buried water line. He uses a shovel most of the morning — which is the work of a laborer — and finally finds the water line. Later, Joe mounts the backhoe and digs a trench for a sewer line, carefully avoiding the water line. The employer may list Joe as a backhoe operator if Joe is paid the backhoe rate, which is the higher of the two possible rates.

6.3.9 Working Foreman Requirements

A foreman who spends 20% of time on labor or mechanic work must follow Davis-Bacon rules. Their work type should align with wage decisions. If a foreman is salaried and labeled as "salary" on the payroll, they must earn the prevailing wage for their role. This salary needs to appear on payroll. For projects with a lot of overtime, extra checks are needed to ensure pay meets Davis-Bacon and CWHSSA standards.

Only the exact classifications appearing on the federal wage decision or additional classifications requested should be used on payrolls. Generic classifications are not specific enough to allow the reviewer to determine if Davis-Bacon requirements were met.

Example: “Operator” is a generic classification; however, “backhoe” is on the wage decision and would be a proper classification.

6.4 Summary of Applicable Laws

6.4.1 Federal Fair Labor Standards Act

The FLSA (29 U.S.C. §201 et seq.) establishes standards for employment and employee pay by business organizations. The FLSA is relevant to the construction industry.

A business in the construction industry must have two or more employees and have an annual gross sales volume of $500,000 or more to be subject to the FLSA. Individual coverage applies to employees whose work regularly involves them in commerce between the states (“interstate commerce”). Any person who works on or otherwise handles goods that are moving in interstate commerce or works on expanding existing commerce facilities is individually subject to the protection of the FLSA and the current minimum wage and overtime pay requirements, regardless of the sales volume of the employer.

If an employer performs work on a federally financed or financially assisted project, a different and somewhat stricter set of labor standards applies. Typically, this would require that employees performing on such contracts be paid a “prevailing wage rate.” If state labor and wage requirements are greater, contractors must pay the higher of the two prevailing wage rates.

6.4.2 Section 110 of the Housing and Community Development Act of 1974

Section 110 of the Housing and Community Development Act (HCDA) of 1974, as amended and as implemented in 24 CFR §570.603, extends coverage of Davis-Bacon to construction programs and projects financed by CDBG-DR funds, including new construction.

6.4.3 Davis-Bacon

Davis-Bacon applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon also applies to residential construction that consists of projects involving the construction, alteration, or repair of eight or more separate, contiguous single-family houses, operated by a single entity as a single project or eight or more units in a single structure. Davis-Bacon does not apply to the rehabilitation or reconstruction of residential structures with fewer than eight units or force account labor (construction carried out by employees of the grantee or subrecipient).

All laborers and mechanics employed by the contractors and subcontractors on construction work financed in whole or in part with CDBG-DR or CDBG-MIT assistance shall be paid wages at rates no less than those prevailing on similar construction in the locality. The Secretary of Labor, in accordance with the Davis-Bacon Act, will determine these rates. However, Oregon's prevailing wage rates, as determined by BOLI, may apply. Use the higher of the two rates.

HUD published the following guidance on the applicability of Labor Standards to activities funded by CDBG-DR: hud.gov/sites/documents/CDBGCHAPTER16.PDF

The principal requirements of Davis-Bacon are:

- Recipients must include a copy of the prevailing wage rate determination, can be downloaded from SAM.gov, in the invitation to bid. For instructions, please see Appendix A of this chapter.
- Recipients must include the Federal Labor Standards Provisions Form HUD-4010 in the invitation to bid. A link to the form is available in section 6.8.4 Useful Resources – Forms.
- Recipients may only award construction contracts to eligible contractors and subcontractors. These contractors must agree to comply with the labor standards provisions.

- Contractors must pay laborers the wage rate determination or the Oregon BOLI rate, whichever is greater. The determination must be made at the time of procurement.
- Contractors must pay wages at least once a week.

Exceptions to the requirements:

1. For construction contracts at or below $2,000, separating a project into individual contracts below $2,000 to circumvent the Davis-Bacon and Copeland Act requirements is not allowed.
2. Rehabilitation or construction of residential structures with fewer than eight units.
3. Simple water and sewer line extensions without pumps, tanks, etc. may also be exempt, but water and sewer line construction will typically be categorized as heavy construction.
4. For separate and distinct projects, contact OHCS for guidance.
5. Contracts solely for demolition when no federally funded construction is anticipated on the site.

When in doubt about the applicability of Davis-Bacon, consult ReOregon Program Staff.

Davis-Bacon Act (40 U.S.C. §3141, et seq., 276a to 276 a-7 as implemented in 29 CFR Part 5) provides that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with grants received under this title (in this case the CDBG-DR and CDBG-MIT programs) shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor.

Construction contracts for public buildings, public works, and infrastructure of more than $2,000 awarded by subrecipients under Oregon's CDBG-DR program shall include a compliance provision for Davis-Bacon and associated DOL regulations. The principal requirements are:

1. The subrecipient must include a copy of the current prevailing wage rate decision in each invitation for bids, request for proposal, and purchase order when applicable.
2. The subrecipient may only award contracts to eligible contractors and subcontractors who have accepted the wage rate decision and have signed a certification to pay wages on that basis and will comply with other labor standards.
3. Contractors must pay laborers the wage rate determined by DOL or Oregon BOLI to be the prevailing rate in that labor market.
4. Contractors must submit weekly payrolls.

Three special classes of employees may be used on projects subject to Davis-Bacon wage rates and be compensated at less than the Davis-Bacon prevailing wages.

These classes are:

1. **Apprentices**: must be individually registered in a bona fide apprenticeship program in which the contractor participates and that the DOL approves. Apprentices must also satisfy other conditions specified in the Labor Standards Contract Provisions.
2. **Trainees**: must be in a DOL-approved training program and satisfy other conditions specified in the Labor Standards Contract Provisions.
3. **Volunteers**: on a CDBG-DR project must meet the criteria found in 24 CFR (Code of Federal Regulations) Part 70.

When any of these employee classes appear on the contractor's weekly payrolls, the contractor must provide documentation necessary to allow the subrecipient to comply with the Davis-Bacon wage rate determination.

State requirements on the use of apprentices and trainees, licensing, procurement requirements, and wage standards must be researched and followed, including local code and regulations.

Additionally, the subrecipient must see that the "Notice to All Employees Working on Federal or Federally Financed Construction Projects," and "Know Your Rights" posters are displayed at the job site. Posters are available to be downloaded at dol.gov/general/topics/posters.

6.4.3.1 Davis-Bacon Final Rule (Effective Oct. 23, 2023)

On Aug. 23, 2023, DOL published the final rule, "Updating the Davis-Bacon and Related Acts Regulations." Below is a summary of the updates in the final rule. Many of the amendments are regulatory changes that codify DOL's current practices and interpretations of existing regulations. These changes do not, in practical terms, impose new obligations on contractors or contracting agencies. The following link provides a comparison of the "old" versus "new" rule for reference purposes: dol.gov/agencies/whd/government-contracts/construction/rulemaking-davis-bacon/dba-comparison-charts

NOTE: The following updates included in the regulations apply to contracts entered after Oct. 23, 2023.

6.4.3.2 Frequently Conformed Rates

Section III.B.1.xii of the final rule introduced the category of Frequently Conformed Rates to Davis-Bacon wage determinations. Previously, DOL was constrained in its ability to issue

wage rates by strict thresholds of data availability. If there weren't enough data available in an area for a particular classification, DOL could not issue a wage rate for that classification in its general wage decision. This led to frequent Requests for Additional Wage Determination for certain wage classifications in those areas. The final rule gave DOL the ability to issue wage determinations for these requested classifications with less data. From a compliance standpoint, Frequently Conformed Rates will be treated the same as "normal" rates in a wage decision, and contractors must comply with them.

6.4.3.3 Fringe Benefits

Section III.B.3.xii of the final rule revised several provisions related to fringe benefits and Davis-Bacon Credits, including the annualization of contributions to certain fringe benefit plans for workers engaged in both Davis-Bacon and non- Davis-Bacon work, criteria for categorizing non-funded benefit plans, and requirements for crediting the cost of apprenticeship programs against fringe benefit obligations.

6.4.3.4 Omission of Required Clauses and Wage Determinations and "Operation of Law"

Section III.B.3.iii(F) of the final rule added language to 29 CFR 5.5 to "make effective by operation a contract clause or wage determination that was wrongly omitted from the contract." This rule should be considered with the language added to local Davis-Bacon policy to not supersede HUD or DOL regulations, and where the two contradict, the regulations will prevail.

6.4.3.5 Withholding

Section III.B.3.xxiii of the final rule clarified DOL's withholding remedy for underpayments. Under the final rule, cross-withholding is allowed on any contract held by the same prime contractor, even if the contract was awarded or assisted by a different agency than the agency that awarded or assisted the contract on which violations necessitating the withholding occurred. The final rule also established the ability to cross-withhold from entities other than the entity that directly entered the contract with the contracting agency. Under the final rule, when a prime contractor uses a single-purpose entity, joint venture, or other similar vehicle to secure Davis-Bacon-covered contracts, DOL may pursue cross-withholding on any other contract held by one of the related entities. Lastly, the final rule added a provision explaining that withholding for workers' back wages takes priority over various other competing claims.

6.4.3.6 Anti-Retaliation

Section III.B.3.xix of the final rule added new anti-retaliation provisions to 29 CFR Part 5 in the form of 29 CFR 5.5(a)(11) and (b)(5) and 5.18. These provisions prohibit retaliation against workers or job applicants for engaging in protected activities such as making a complaint or cooperating in a DOL Wage and Hour Division investigation under Davis-Bacon, including the CWHSSA. They also enforce remedies for workers and job applicants who have been discriminated against in any manner for engaging in, or being perceived to have engaged in, protected activities.

6.4.3.7 Trainees

Section III.B.3.ii(E) of the final rule removed references to trainees from 29 CFR 5.2(n).

6.4.3.8 Demolition

Section III.B.3.ii(C) of the final rule clarified the circumstances under which demolition work is exempt from Davis-Bacon wage requirements. Under the final rule, demolition is only exempt from Davis-Bacon when the demolition work does not constitute construction or repair and when no future construction or repair is planned or contemplated. Demolition is always subject to Davis-Bacon when performed under the same contract as construction or when future construction is anticipated on the same site.

6.4.3.9 Payroll Signatures

Section III.B.3.iii(B)(2) codified DOL's longstanding policy that certified payrolls may be submitted electronically, "provided that the electronic submission system requires a legally valid electronic signature…and the contracting agency or prime contractor permits other methods of payroll submission in situations where the contractor is unable or limited in its ability to use or access the electronic system." The final rule further clarified that, "to be valid, the contractor's signature on the certified payroll must either be an original handwritten signature or a legally valid electronic signature. Both methods are sufficient for compliance with the Copeland Act."

6.4.4 Copeland Anti-Kickback Act

The Copeland Anti-Kickback Act (18 U.S.C. §874 as implemented in 29 CFR Part 3) makes it a criminal offense for any person to induce, by any manner whatsoever, any person employed in the construction, reconstruction, completion, or repair of any public building, public work, or building of work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which the person is entitled

under the person's contract of employment. The Act also provides for the submission of weekly CPRs by all contractors and subcontractors.

All contracts for construction, reconstruction, or repair (over $2,000) must include the following prohibition:

> "No contractor or subcontractor shall induce, by any means, any person employed in such publicly funded construction, reconstruction, or repair to give up any part of the compensation to which the person is otherwise entitled except for authorized payroll deductions."

Subrecipients should conduct confidential interviews with employees to assure compliance with the terms of this law. The contractor must retain payroll records and submit weekly certified payrolls documenting compliance.

6.4.5 Contract Work Hours and Safety Standards Act

The CWHSSA (40 U.S.C. §327 et seq.) and FLSA state that no contract work may permit any laborer or mechanic to work over 40 hours in a workweek unless they are paid at least 1.5 times their basic rate for all hours worked. If a violation occurs, the contractor or subcontract shall be liable for unpaid wages and liable to the United States for liquidated damages.

All construction contracts in excess of $2,000 and other contracts in excess of $2,500 involving the employment of mechanics or laborers must comply with the following provisions of this law:

1. Contractors shall compute the wages of each laborer and mechanic based on a standard workweek of 40 hours.
2. Work beyond this standard is allowed if paid at least 1.5 times the basic rate for the extra hours.
3. Contractors may not require any laborer or mechanic to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his/her health or safety as determined under construction safety or health standards issued by DOL.

6.4.6 State Law and Local Law and Regulations

6.4.6.1 Use of Oregon Prevailing Wage

The Oregon prevailing wage rate (PWR) applies to all construction projects of $50,000 or more, including those that are federally funded. The Oregon PWR applies to public works projects subject to ORS 279C.800 and Davis-Bacon Act (40 U.S.C. 276a). For each specific job classification, the following applies:

1. If the Oregon PWR is higher than the federal prevailing wage rate, the prime contractor and every subcontractor on the project shall pay at least the Oregon PWR (as required by ORS 279C.800 and 279C.870).
2. If the federal Davis-Bacon wage rate is higher than the Oregon PWR, the prime contractor and every subcontractor on the project shall pay at least the federal PWR as required by Davis-Bacon.

Both Davis-Bacon rates[6] and the Oregon PWR must be included in the construction contracts funded, in whole or in part, with CDBG-DR funds.

6.4.7 Updating Wage Rates After Award

Section III.B.1.vi(B) of the final rule clarified circumstances in which a project is required to adopt Davis-Bacon wage rates updated after a contract had been awarded. Typically, wage rates apply for the duration of construction; however, the final rule identified three scenarios in which this is not the case:

1. **New out-of-scope construction:** refers to instances in which a contract is modified to include "additional, substantial construction, alteration, and/or repair work not within the scope of work of the original contract."
2. **Additional time not originally obligated:** refers to a contract changed to "require the contractor to perform work for an additional period not originally obligated, including where an agency exercises an option provision to unilaterally extend the term of a contract." The new section instructs subrecipients to review contract change orders to determine if they fall into either category. If so, subrecipients must include the current wage decision in the change order and contractors must comply with the current wage rates.

[6] Making Davis-Bacon Work (2006): hud.gov/sites/documents/21811_4812-LR.PDF

3. **Long-term, as-needed contracts:** includes blanket purchase agreements (BPAs) and indefinite delivery indefinite quantities (IDIQs). Davis-Bacon wage rates apply to BPAs and IDIQs, and wage rates for contracts procured through BPAs and IDIQs must be updated annually. Task orders issued under these types of contracts must incorporate the most recent wage determination modification in the master contract at the time the task order is awarded.

6.4.8 Recordkeeping

OHCS policy requires record retention of 6 years after closeout. Section III.B.3.iii(B)(1) of the final rule clarified the list of project records that must be retained for 6 years after closeout of the entire grant. Subrecipients will be held to the 6-year retention period.

6.4.9 Updated Contract Provisions

Due to the changes made by the final rule, HUD has updated form HUD-4010 to be reflected in contracts effective Oct. 23, 2023. A link to the form is also available in section 6.8.4 Useful Resources – Forms.

6.5 Helpers, Apprentices, Trainees, and Prisoners

6.5.1 Helpers

“Helpers” — workers who use tools in assisting mechanics and are paid below the minimum rates for mechanics — is not an acceptable job classification. Apprentices and trainees are recognized as the individuals who perform less-skilled craft work during their training period. If “helpers” are to be employed on the project, they must be identified in a request for authorization of additional classification and rate for wage determination and paid the rate considered appropriate by DOL.

6.5.2 Apprentices

Apprentices are permitted to work at less than the prevailing wage for their craft when they are employed and individually registered in a bona fide apprenticeship program registered with the DOL Office of Apprenticeship. If a worker is an apprentice, the contractor must submit a copy of their apprenticeship papers with the first payroll that includes that worker.

Any worker listed on a payroll at an apprentice wage rate who is not a trainee as defined in the following paragraph or is not registered as an apprentice shall be paid the wage rate determined by the Secretary of Labor for the classification of work performed.

The wage rate paid to apprentices shall not be less than the specified rate in the registered program for the apprentice's level of progress expressed as a percentage of the journeyman's rate contained in the applicable wage decision.

6.5.3 Trainees

Trainees are permitted to work at less than the predetermined rate for the work performed only if they are employed by and registered in a program that has received prior approval. This must be certified by the federal Office of Apprenticeship or Oregon BOLI Apprenticeship and Training Division.

Trainees must be paid at not less than the rate specified in the approved program for their level of progress or a percentage of the associated mechanics rate as listed on the wage decision.

6.5.4 Prisoners

There is no prohibition against the use of prison inmate labor on federally funded projects, but they do not qualify as volunteers. The Davis-Bacon wage requirements would apply.

6.6 Terminology and Associated Davis-Bacon Requirements

Cleaning: Cleaning performed during construction is subject to prevailing wage provisions. If a specific wage rate for cleaning is not in the wage decision, cleaners must be paid the rate for unskilled laborers.

Contractor's Guide to Davis-Bacon: The HUD guidebook, "A Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Projects," is a recommended (but not required) publication that the subrecipient may wish to distribute to contractors. The preconstruction conference is an ideal time for such a distribution. The guide is recommended reading for grant recipients, construction contractors, and those who prepare contractor payrolls.

Debarment: An Action taken by a debarring official under 9.406 to exclude a contractor from federal contracting and federal-approved subcontracting for a reasonable, specified period; a contractor that is excluded is debarred.

Demolition: Stand-alone demolition work, which is not related to construction, is not subject to the prevailing wage requirements. However, where demolition is performed to allow construction of a new building, the demolition would require prevailing wages. If subsequent construction work is subject to Davis-Bacon requirements, then the demolition would likewise be covered by Davis-Bacon requirements. For further information, refer to Labor Relations Letter LR 2009-01 dated Aug. 12, 2009, available in section 6.8.1 Useful Resources – Regulations and Guidance.

Drilling: Exploratory drilling is not covered by the federal labor standards requirements. However, drilling of wells for water or oil is covered by the federal labor standards requirements.

Equipment Installation: In rare instances, for small prime construction contracts for just the purchase of installation of a single piece of equipment, if the cost of the installation of the equipment does not exceed 13% of the purchase price of the equipment, generally Davis-Bacon does not apply. Be careful though, as the purchase of most equipment will trigger Davis-Bacon (e.g., the purchase of an elevator and then installation.)

Family Members: Related to contractor payrolls. There are no exceptions to labor requirements on the basis of family relationships. Relatives performing work for the contractor must be paid the required wage for the classification of job performed and must be included on payrolls.

Force Account: Work conducted by the subrecipient's employees is generally exempt from the prevailing federal wage requirements. Please contact the Department's CDBG-DR regional project manager for assistance if force account work is anticipated for pre-approval from OHCS and HUD if necessary.

Investigation: Non-routine examinations resulting from credible allegations of serious violations.

Items to Be Posted at the Job Site: The applicable wage decision(s) for the project or the Project Wage Rate Sheet(s) must be posted at the worksite or in prominent places readily accessible to all employees for the duration of construction. The Project Wage Rate Sheet, if used, should simplify the contents of the wage decision. A copy of this form, along with instructions, is available in section 6.8.5.

Laborers and Mechanics: Workers whose duties are manual or physical as distinguished from managerial. Mechanics perform the work of a recognized trade, such as an electrician, while laborers perform tasks such as cleaning and shoveling that are not normally thought of as a recognized trade. On a wage decision, a classification that is not "laborer" is automatically considered as a "mechanic" classification.

Overtime Pay: There are no exceptions to this rule. Overtime pay equals the federally required base rate of pay x 1.5 + fringe benefits + zone pay.

Piece Rate Work: Lump sum construction contracts usually found in subcontractor or owner/operator contracts. To determine compliance, divide the total hours worked by the contract price to determine the hourly rate of pay.

Precutting and Prefabrication: Precutting or prefabrication of parts to be used in construction does not require prevailing wages unless conducted in connection with and at the site of construction or in a temporary plant set up specifically to supply only the needs of a particular Davis-Bacon-covered construction project.

Prevailing Wages: The total minimum compensation, including the base rate and fringe benefits, as required under Davis-Bacon for a given classification of worker as determined by DOL in a document called a wage decision. See subsection 6.4.2 for further discussion on wage decisions.

Site of Work: The site of work is limited to the physical place or places where construction occurs and to adjacent or nearby property used by the contractor or subcontractor that can reasonably be included because of proximity. This area is where the Davis-Bacon wage rates apply.

Supply and Installation: The manufacture or furnishing of materials, articles, supplies, or equipment is not subject to prevailing wages unless conducted in connection with and at the site of the construction or in a temporary plant set up specifically to supply the needs of a particular construction project. For construction work involving installation of equipment, if the cost of installation is 13% or less of the total cost of the equipment financed by CDBG-DR, this is an incidental cost. The installation is not subject to Davis-Bacon wage rates (HUD Office of Labor Relations notice dated Nov. 15, 1988).

Truck Drivers: Truck drivers of a contractor or subcontractor are covered by Davis-Bacon when performing work on the "site of work" or transporting materials and/or supplies between the construction site and a facility considered to be part of the "site of work." Truck drivers are not covered when the driver of a contractor or subcontractor is hauling materials to or from a Davis-Bacon job from a commercial supply facility when they are off the "site of work."

Work Week:

- The federal workweek is a 7-day period. Overtime pay must be paid for hours worked more than 40 hours per week.
- The Oregon BOLI workweek is a 5-day period unless the schedule of work is for 10-hour days. For a 5-day workweek, overtime must be paid for all hours worked more than 8 hours per day. For a 4-day workweek, overtime must be paid for all hours worked more than 10 hours per day. Regardless, if 40 hours have not been worked in the week, the state requires overtime to be paid for all work on Saturday, Sunday, and six legal holidays.

6.7 Checklist for Labor Standards Compliance

1. OHCS has reviewed and approved bid documents; this must be done 10 days before the bid advertisement.
2. Include Federal Labor Standards Provisions (HUD-4010) and applicable wage rates (higher of either Davis-Bacon rates or the Oregon BOLI rates) in all bid and contract documents.
3. Verify wage rates through BOLI and SAM.gov 10 days prior to bid opening; notify plan holders of any modifications.
4. Prior to awarding the construction contract:
   i. Verify with OHCS the general contractor eligibility (registration with SAM.gov and the CCB and not on the Excluded Parties List).
   ii. Verify with Oregon BOLI's Ineligible List.
5. Assure that general contractor has filed a $30,000 public works bond with the CCB.
6. Submit a Responsible Bidder Determination form to the CCB.
7. Contact OHCS representative at least 10 days before the scheduled date of preconstruction conference/meeting with general contractor to discuss labor standards compliance.
8. Request materials for preconstruction conference/meeting from OHCS at least 10 days before scheduled conference.
9. Hold preconstruction conference/meeting attended by general (prime) contractor and subcontractors.

Ensure that the state has issued the Environmental Clearance — Release of Funds — notice for this project prior to awarding any construction contracts.

Note: Any form contained as a resource to this Chapter that states submit to HUD MUST be interpreted as submitting the form to OHCS, not HUD.

10. Obtain signature of general contractor on preconstruction conference notes; contractor and OHCS receive copies, and recipient keeps original in local project file.
11. Submit Notice of Construction Contract Award and Start of Construction and preconstruction conference notes/minutes, certified payroll reports, and all necessary first draw requirements to OHCS prior to requesting grant funds for construction.
12. Post at the job site:
    i. Federally required DOL Wage and Hour Division Posters[7] including those for federally financed construction projects
    ii. Davis-Bacon wage determination along with the DOL-approved additional classification(s)
    iii. Applicable Oregon Workers' Rights posters[8]
    iv. Applicable Oregon BOLI's wage rate
    v. Project sign (if required)
13. Contractor/Subcontractor Agreement and Fringe Benefit Summary forms received by the subrecipient prior to release of grant funds to prime contractor for work performed by the subcontractors.
14. Information collected about "unfunded" fringe benefit plans prior to contractors showing fringe benefit payments on payroll reports.
15. Weekly certified payroll reports (on approved forms) submitted as required and reviewed for correct wages (including overtime pay).
16. Apprenticeship documentation submitted with first payroll on which apprentice is shown.
17. Employee interviews are conducted at least once per month during construction and with no less than one employee for every trade at the site. Information compared on interview forms must agree with the corresponding payroll report.
18. Payroll violations and employee complaints investigated and resolved.

[7] A link to the federally required posters is available in section 6.8.5 Useful Resources – Posters.

[8] A link to Oregon's required workers' rights posters is available in section 6.8.5 Useful Resources – Posters. Additionally, poster requirements for Oregon are updated annually July 1.

6.8 Useful Resources

6.8.1 Regulations and Guidance

- Davis-Bacon and Related Acts:
  dol.gov/agencies/whd/laws-and-regulations/laws/dbra
- Copeland Anti-Kickback Act: 18 USC §874, 40 USC §3145
  uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title18-section874&num=0&edition=prelim
  uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title40-section3145&num=0&edition=prelim
- CWHSSA: Field Operations Handbook, Chapter 15
  dol.gov/agencies/whd/field-operations-handbook/Chapter-15
- Comparison Chart for Recent Changes in Labor Standards:
  dol.gov/agencies/whd/government-contracts/construction/rulemaking-davis-bacon/dba-comparison-charts
- Federal Fair Labor Standards Act: 29 USC Chapter 8
  uscode.house.gov/view.xhtml?path=/prelim@title29/chapter8&edition=prelim
- Federal Labor Standards Requirements in Housing and Urban Development Programs (1344.1):
  hud.gov/program_offices/administration/hudclips/handbooks/sech/13441
- Final Rule DBRA Effective Oct. 23, 2023:
  Updating the Davis-Bacon and Related Acts Regulations
- Labor Relations Notice LR-09-01 Davis-Bacon Applicability to Demolition Work:
  hud.gov/sites/dfiles/OCHCO/documents/LR-2009-01.pdf
- Oregon Revised Statute Condition Concerning Hours of Labor (ORS 279C.520):
  oregon.public.law/statutes/ors_279c.520
- Oregon Revised Statute Condition Concerning Employment of Apprentices to Perform Percentage of Work Hours that Workers in Apprenticeable Occupations Perform on Public Improvements (ORS 279C.533):
  oregon.public.law/statutes/ors_279c.533
- Oregon Revised Statute Maximum Hours of Labor on Public Contracts:
  oregon.public.law/statutes/ors_279c.540
- HUD Guidance regarding Davis Bacon for CDBG projects:
  hud.gov/sites/documents/CDBGCHAPTER16.PDF

- HUD Guidance for Davis-Bacon and Labor Standards: Agency/Contractor Guide: hudexchange.info/resources/documents/Davis-Bacon-and-Labor-Standards-Agency-and-Contractor-Guide.pdf
- HUD Guidance for Davis-Bacon and Labor Standards: Contractor Guide Addendum: hudexchange.info/resources/documents/Davis-Bacon-and-Labor-Standards-Contractor-Guide-Addendum.pdf
- HUD Guidance regarding "Covered Demolition" projects: hud.gov/sites/dfiles/OCHCO/documents/LR-2009-01.pdf
- Oregon Construction Contractors Board: oregon.gov/ccb/Pages/index.aspx
- Oregon Bureau of Labor and Industries (BOLI): oregon.gov/BOLI/pages/index.aspx

6.8.2 Prevailing Wage Rates

- Federal Prevailing Wage Determination Search: sam.gov/content/wage-determinations
- Oregon Prevailing Wage determination: oregon.gov/boli/employers/pages/prevailing-wage-rates.aspx
- Oregon Definitions of Covered Occupations for Public Works Contracts in Oregon: oregon.gov/boli/employers/Documents/OccupationalDefinitions_070118.pdf

6.8.3 Debarment Verification

- Oregon Debarred Contractors Listing: oregon.gov/boli/employers/pages/pwr-ineligible-contractors.aspx
- SAM.GOV Federal Debarment Search: sam.gov/search/

6.8.4 Forms

- Certified Payroll Form (WH-347): dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdfh
- Employee Interview Form HUD-11: hud.gov/sites/dfiles/OCHCO/documents/11.pdf
- Federal Labor Standards Provisions Form HUD-4010: hud.gov/sites/dfiles/OCHCO/documents/4010.pdf
- Project Wage Rate Sheet: hud.gov/sites/dfiles/OCHCO/documents/4720.doc

- Oregon Reporting Overtime Payment Violations: oregon.gov/boli/workers/pages/wage-and-hour-complaint-form.aspx#:~:text=If%20your%20rights%20are%20being,call%20971%2D245%2D3844
- Oregon Responsible Bidders Form: ccbed.ccb.state.or.us/ccb_frames/responsiblebidders/
- Oregon Public Works Bond Form: oregon.gov/boli/employers/Documents/public-works-bond.doc
- Oregon Public Works Bond Exemption for Minority, Woman, Service Disabled Veteran, or Emerging Small Business Form: oregon.gov/ccb/Documents/PWB_Application_Exemption.pdf
- Report of Additional Classification and Rate Form HUD-4230A: hud.gov/sites/dfiles/OCHCO/documents/4230A.pdf
- Worker Complaint Form: hud.gov/sites/dfiles/OCHCO/documents/4731.pdf

6.8.5 Posters

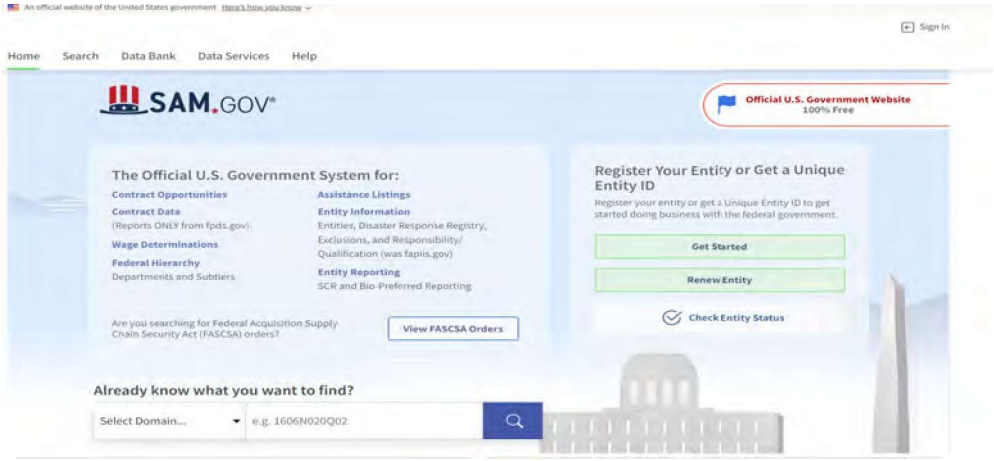
- Federal Required Job Site Posters: dol.gov/general/topics/posters
- Oregon Required Job Site Posters: oregon.gov/boli/employers/Pages/required-worksite-postings.aspx

6.8.6 External Training

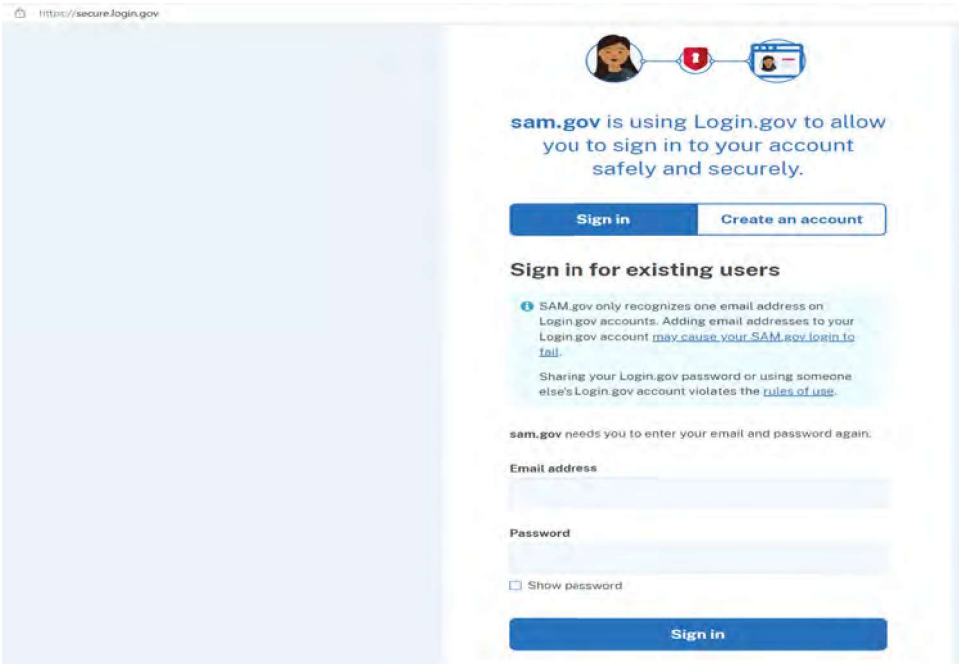
- Contractor Training Materials: portal.hud.gov/hudportal/HUD?src=/states/shared/working/r10/olr/trainingcontractors
- Davis-Bacon Labor Standards 101 for Labor Contract Administrators: An Introduction to Federal Labor Standards hudexchange.info/trainings/courses/davis-bacon-labor-standards-101-for-lcas-an-introduction-to-federal-labor-standards1/
- Davis-Bacon Labor Standards: Payroll Analysis hudexchange.info/trainings/courses/davis-bacon-labor-standards-payroll-analysis/

6.9 Appendix A: SAM.gov Active Registration

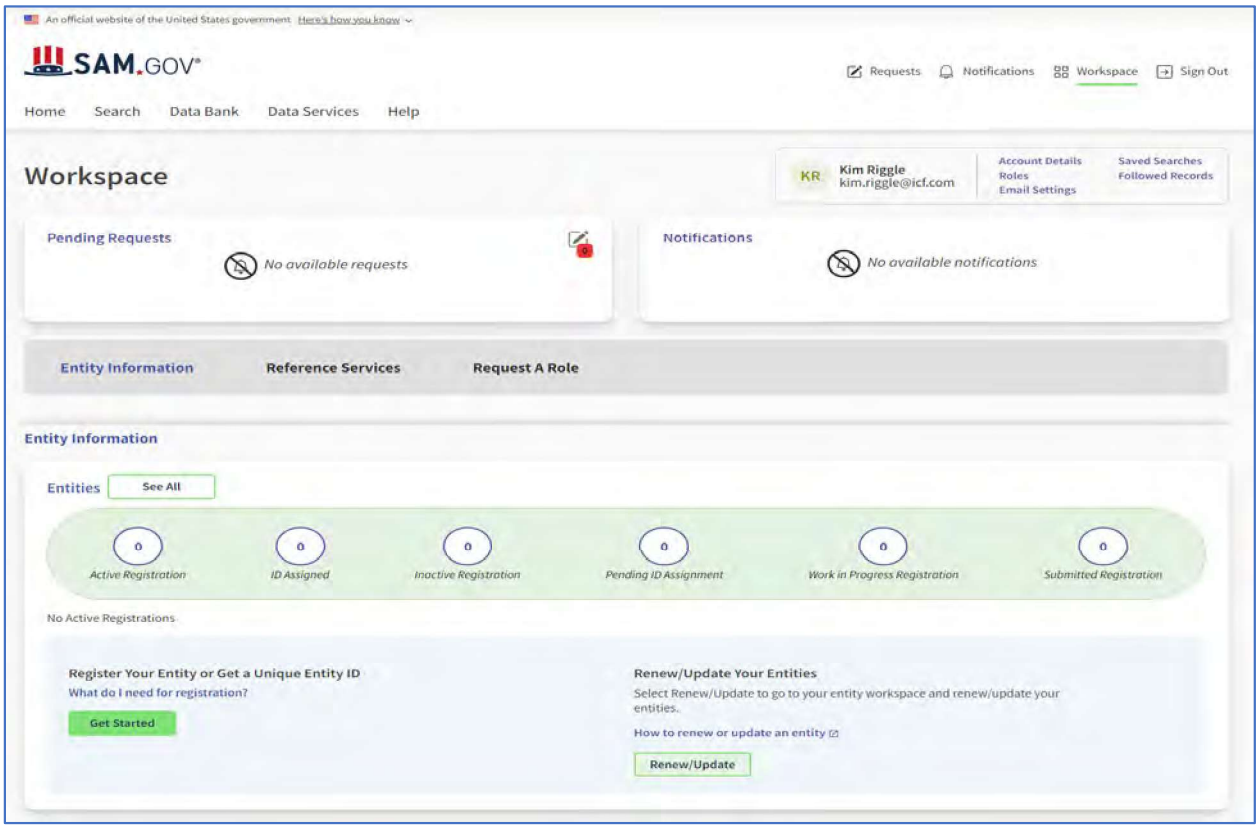
Create a SAM.gov account if you do not have one already and sign in.



Enter your login credentials.



Navigate to the Search option at the top left of the landing page.



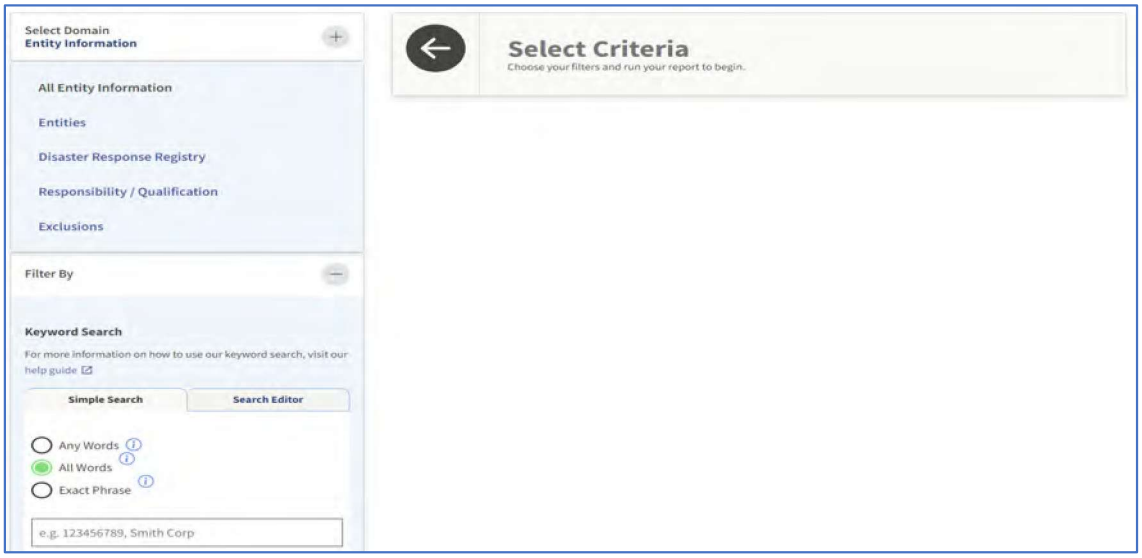
Select the search option “All Words” from the drop-down menu.



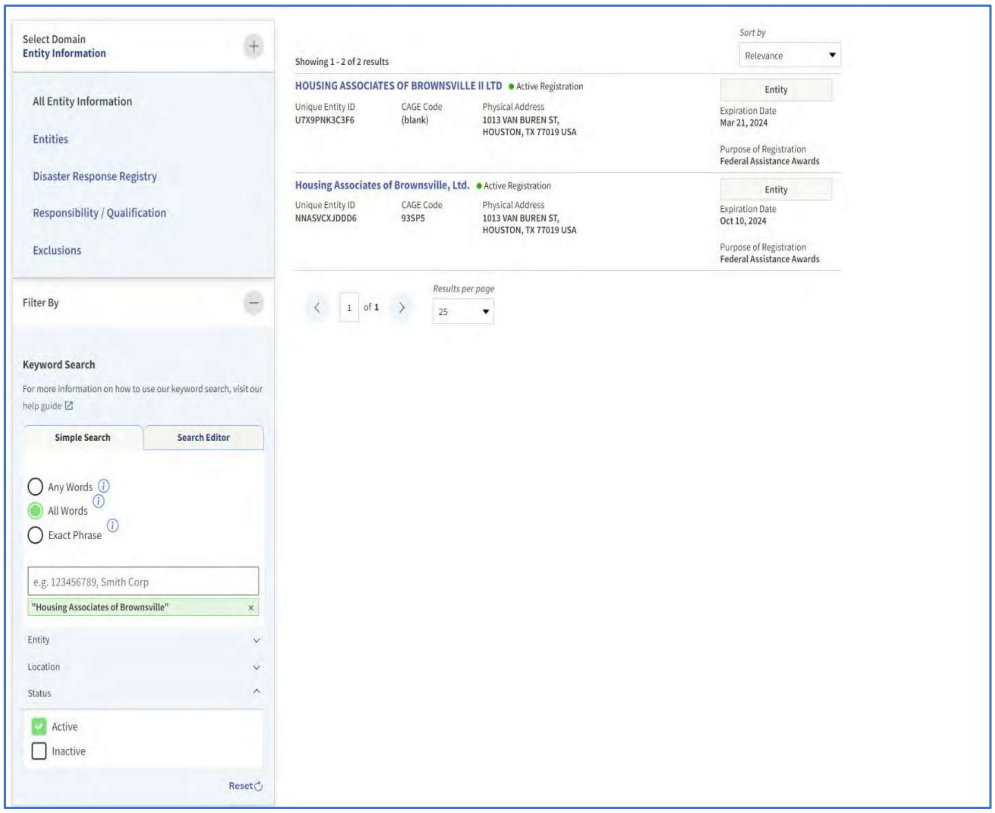
Select Domain defaults to “All Domains,” but you should change this option to choose “Entity Information” by clicking on the “+” sign.



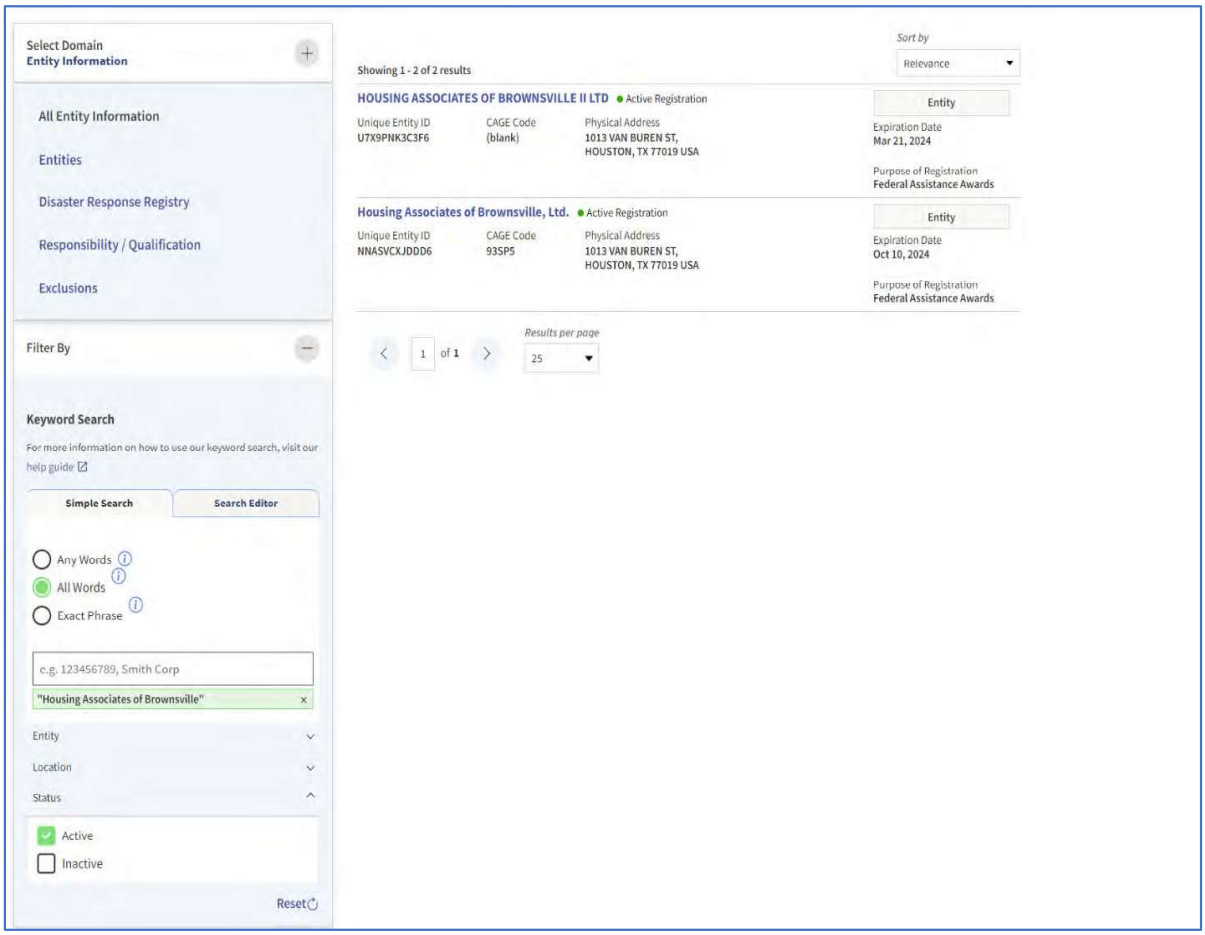
In the Keyword Search window, select the “Simple Search” tab, then choose the “All Words” option.



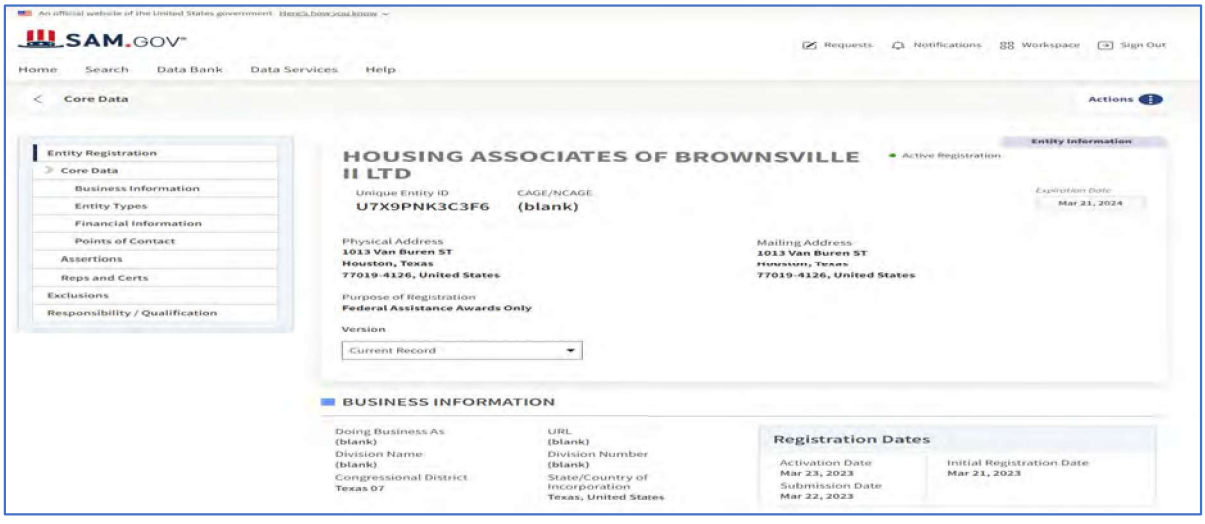
Enter the name of the vendor, or name of the individual, or the Unique Entity ID # (UEI) (if you know it), into the search box and press Enter. Note: The search criteria are very sensitive so you must be certain that you use exact spelling to include punctuation marks, etc.



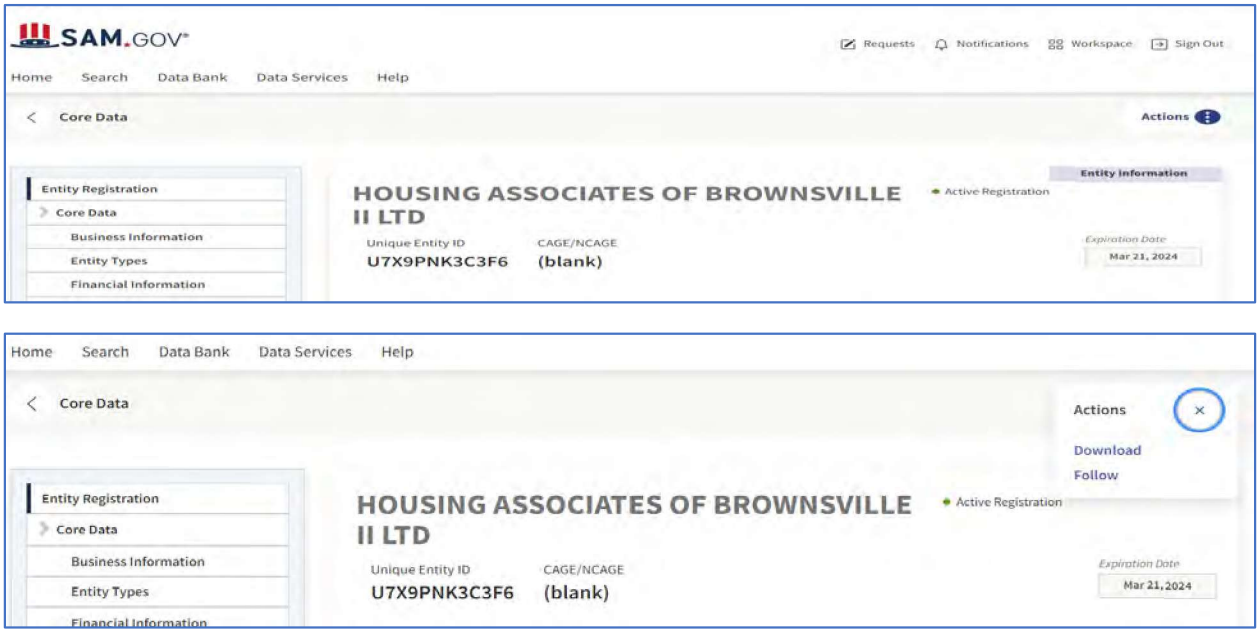
Select which vendor you would like to view from the list of searches by clicking on the hyperlinked entity name in blue.



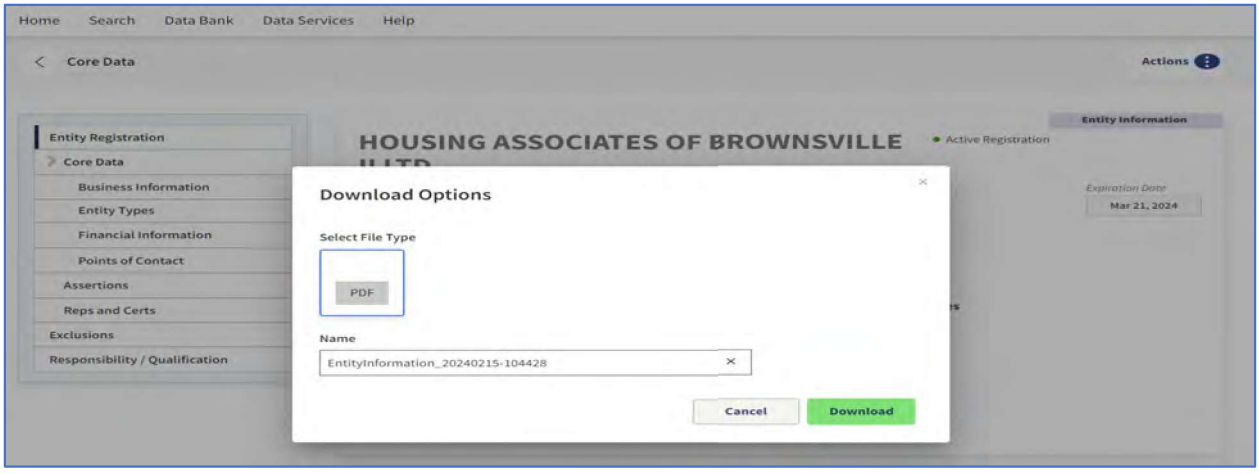
The report will look like this. Be sure to make sure that it displays “Active Registration” next to the name of the vendor and that it has not expired.



Select the 3 dots to the right attached to “Actions” to download this report.



Once the Download Options box pops up, select file type “PDF,” and then click on the green “Download” button.

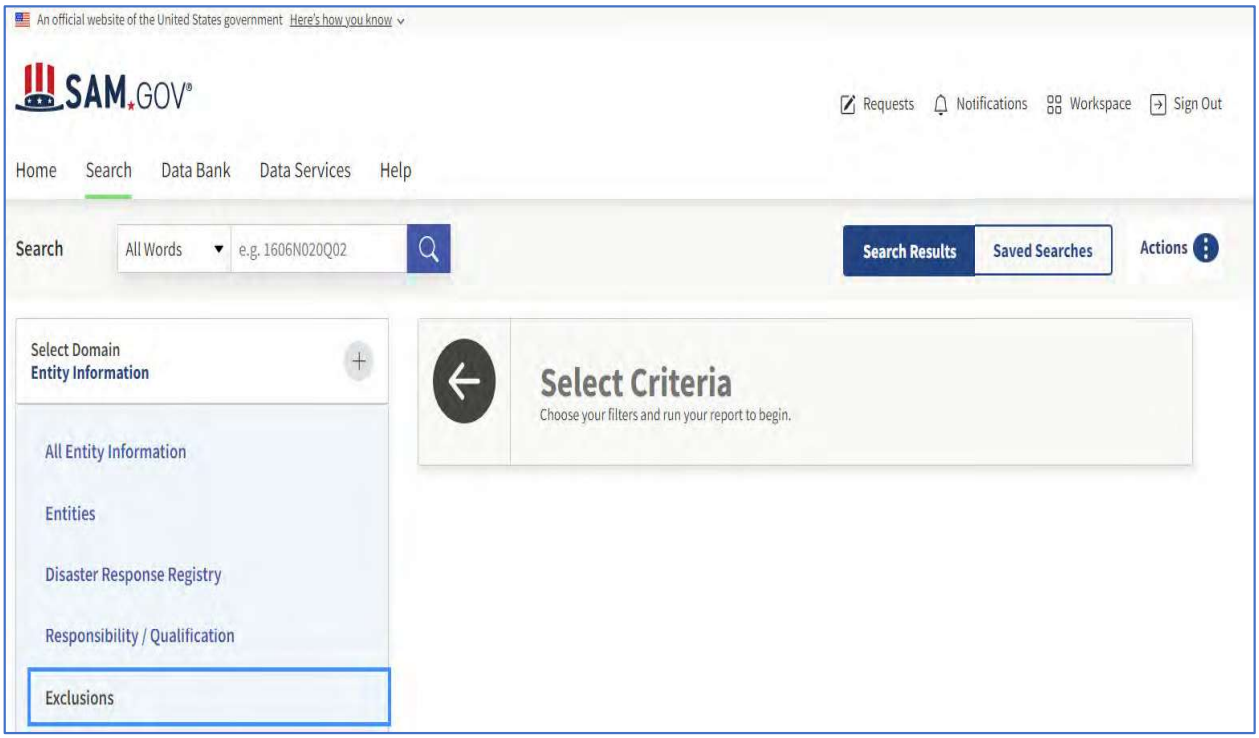


6.10 Appendix B: SAM.gov Active Exclusions

Steps to search for SAM active exclusions — Verify that the applying entity is not debarred:

Follow steps in Appendix A to log in to SAM.gov and search for an entity.

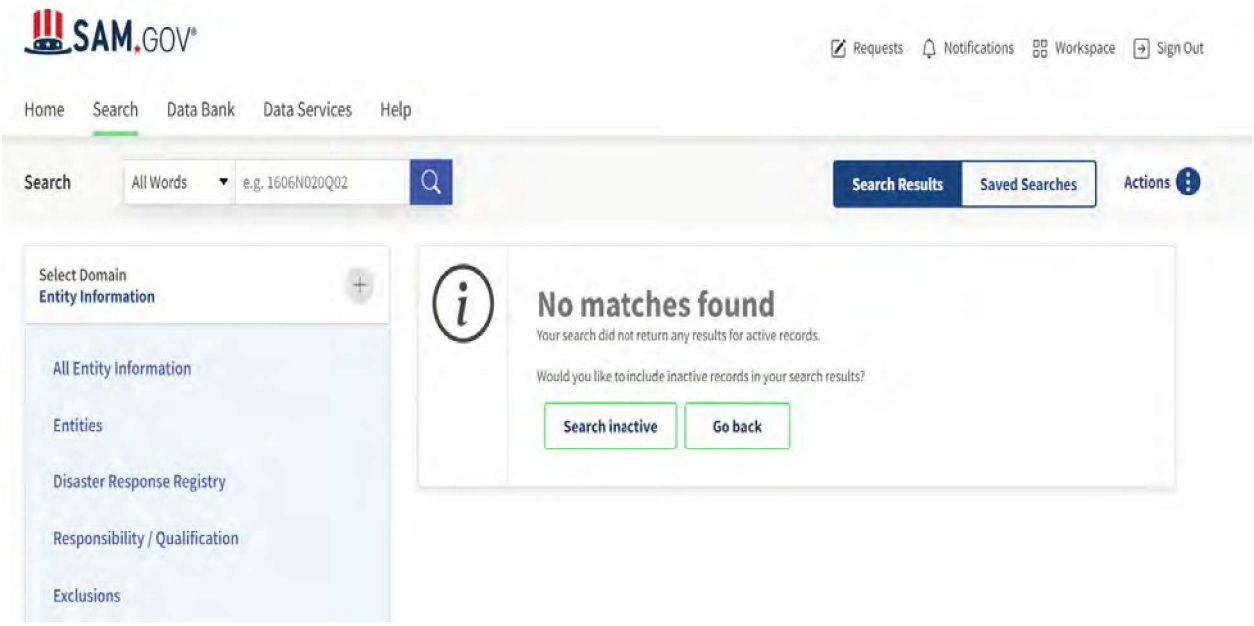
Choose “Entity Information” by clicking on the “+” sign and select “Exclusions” from the list of options shown below:



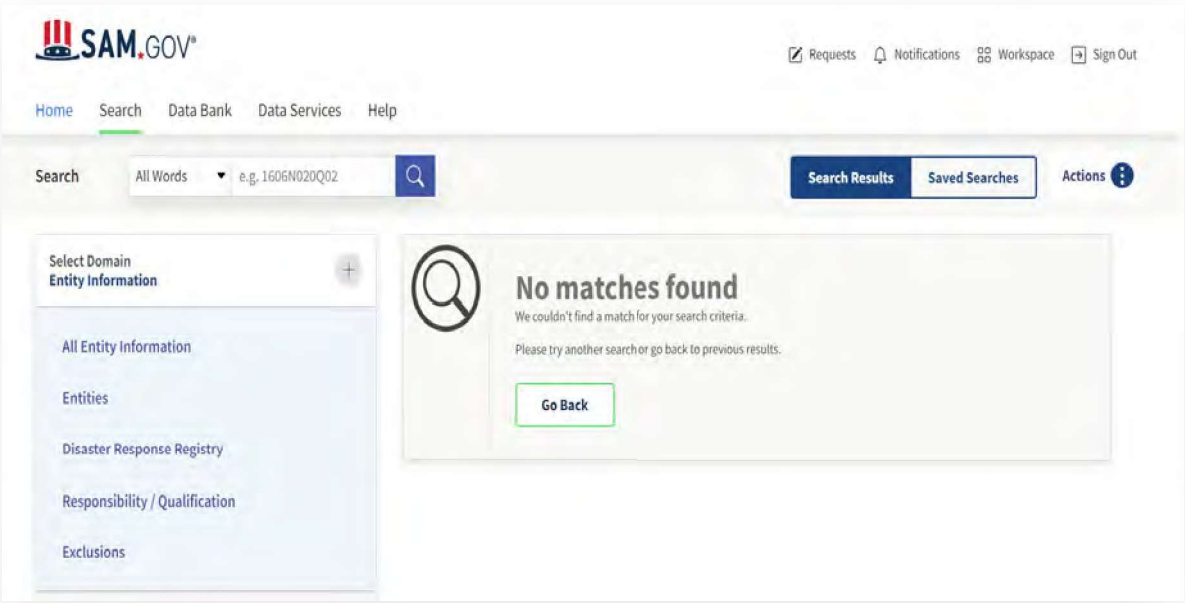
NOTE: If searching for an individual, you can search using first and last name. You can also search for the following:

- Classification
- Excluded Individual
- If you search by Social Security number, you must also enter the first and last name of the individual
- Dates
- Excluded Entity
- Federal Organizations
- Exclusion Type
- Exclusion Program
- Location

This screenshot is what you will see if the entity or individual has not been debarred in SAM.gov. Note: If you see “Search Inactive,” select the button and run a search.

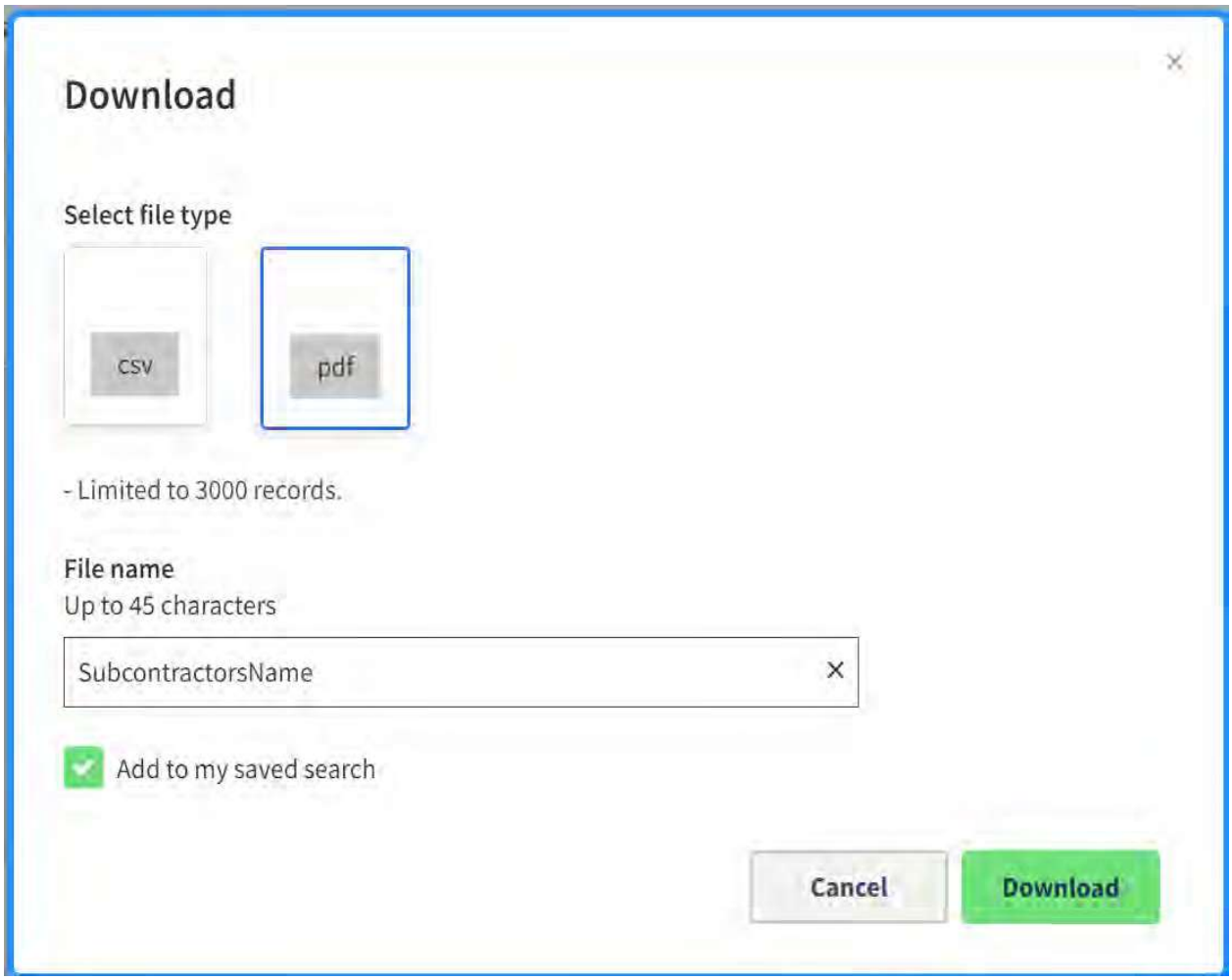


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Section 3

7 Section 3

This subsection outlines the requirements and procedures to be followed to ensure that the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) — colloquially "Section 3" — are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are either grantees or subrecipients of government assistance for housing or residents of the community in which the federal assistance is spent.

Section 3 is not an entitlement program. Therefore, employment and contracts are not guaranteed. Low- and very low-income persons and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

This subsection addresses the requirements outlined in 24 CFR Part 75 (the "final rule"), and subrecipients or contractors seeking any further guidance, clarification, or context regarding any topics covered in this subsection should refer to that specific regulation.

7.1 Applicability of Section 3

A **Section 3 project** is any project that involves housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total HUD-funded amount of assistance to the project exceeds a threshold of **$200,000.** The "project" is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing. Applicability is determined at the **project level**.

Additional considerations for public housing financial assistance regarding Section 3 applicability are provided in 24 CFR Part 75.3. Section 3 requirements do **not** apply to materials supply contracts (24 CFR Part 75.3(b)) or Indian and Tribal preferences (24 CFR Part 75.3(c)).

7.2 Other Requirements of Section 3

To the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, subrecipients must ensure that within the metropolitan area or nonmetropolitan county in which the project is located, employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers. Additionally, they must ensure that contracts for work awarded in connection with

Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers.

Once their respective plan has been fully developed, subrecipients should formally adopt the resulting Section 3 plan and maintain a signed copy within the project files.

7.2.1 Employment and Training

Where feasible, priority for opportunities and training should be given in the following order:

1. Section 3 workers residing within the service area or neighborhood of the project and employed by a Section 3 business concern
2. Participants in U.S. Department of Labor YouthBuild programs

7.2.2 Contracting Requirements

Where feasible, priority for contracting opportunities should be given in the following order:

1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or neighborhood of the project
2. YouthBuild programs

7.2.3 Labor Hours and Worker Categorizations

One of the principal features rolled out as part of the Section 3 final rule was that tracking and reporting would focus on labor hours rather than new hires. This change was designed to prioritize local employment and promote employee retention. As a result, subrecipients and contractors are expected to track and report the total number of **labor hours worked** by Section 3 workers, Targeted Section 3 workers, and all workers overall.

A **Section 3 worker** is an individual who currently (or at time of hire in the past 5 years) fits at least *one* of the following criteria: low- or very low-income as established by HUD's income limits, employed by a Section 3 business concern, or a YouthBuild participant.

A **Targeted Section 3 worker** is a Section 3 worker who meets any of the three criteria above, and additionally meets one of the two following criteria:

- Is employed by a Section 3 business concern
- Currently (or at the time of hire in the past 5 years) fits at least one of the following categories:

- Living within the service area or the neighborhood of the project
- A YouthBuild participant

To this end, the workers for a Section 3 project can be categorized or grouped in the following diagram:



7.2.4 Section 3 Measurement Ratios and Benchmarks

Contractors and subrecipients must attempt to reach the Section 3 benchmarks and targets as established by 24 CFR Part 75.23 (b)(3) and Federal Register Notice 2020-19183:

- Section 3 workers comprise 25% or more of the total number of labor hours worked by all workers on a Section 3 project:

$$\frac{\text{Section 3 labor hours}}{\text{Total labor hours}} = 25\% \quad \textbf{AND} \quad \frac{\text{Targeted Section 3 labor hours}}{\text{Total labor hours}} = 5\%$$

- Targeted Section 3 workers comprise 5% or more of the total number of labor hours worked by all workers on a Section 3 project, as defined at 24 CFR Part 75.21(a):

  Without evidence to the contrary, subrecipients and contractors of covered funding will be considered compliant with Section 3 safe harbor (24 CFR Part 75.23) if the reported ratios meet the established benchmarks. Subrecipients that fail to meet the minimum numerical goals outlined above must report on the specific qualitative efforts to achieve them.

7.3 Section 3 Reporting

7.3.1 Section 3 Measurement Ratios and Benchmarks

Per 24 CFR Part 75.25(a), for Section 3 projects, the following metrics must be reported:

- The total number of labor hours worked
- The total number of labor hours worked by Section 3 workers
- The total number of labor hours worked by Targeted Section 3 workers

Eligibility of Labor Hours Reported: Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for 5 years from when their status as a Section 3 worker or Targeted Section 3 worker is established, per 24 CFR Part 75.25 (a)(2).

Inclusion of Hours Reported: The labor hours reported must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors, and subcontractors. The subrecipient or contractor may also elect to include any hours for professional services in the report (see below), per 24 CFR Part 75.25(a)(3).

Basis of Hours Reported: Subrecipients may report their own labor hours related to the Section 3 project based on a good faith assessment of the labor hours of a full-time or part-time employee that meets Section 3 worker qualifications based on the employer's existing salary or time- and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting, per 24 CFR Part 75.25(a)(5).

Frequency of Reporting: Reports will be submitted to OHCS as part of project reporting. OHCS must provide these metrics to HUD through the Disaster Recovery Grants Reporting system when reporting on activity progress, at minimum annually or at the time of project completion, per 24 CFR Part 75.25(c).

Professional Services: Professional services contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours.

However, subrecipients, contractors, and subcontractors may report labor hours from Section 3 workers and Targeted Section 3 workers[1] from professional services without

[1] Both Section 3 workers and Targeted Section 3 workers are used in the numerators of the benchmarking ratios shown in Section 7.2.4 of this chapter.

including professional services in the total labor hours[2] worked. This reporting structure is to give the subrecipient or contractor a bonus if they are able to report Section 3 hires in the professional services context.

It should also be noted that if a contract covers both professional services and other work and the subrecipient/contractor/subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported, per 24 CFR Part 75.25(a)(4).

7.3.2 Additional Reporting Requirements/Qualitative Effort

If the subrecipient's reporting indicates that that the Section 3 benchmarks are not met, the subrecipient must report on the qualitative nature of its activities and those that its contractors and subcontractors pursued. Examples of such qualitative efforts include the following:

- **Applicant Outreach:** Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers
- **Training and Apprenticeship:** Providing training or apprenticeship opportunities
- **Employment Assistance:** Providing technical assistance to help Section 3 workers compete for jobs or connecting Section 3 workers with assistance in seeking employment. This includes drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- **Job Fairs:** Holding one or more job fair or sponsoring a job informational meeting in the service area/neighborhood of the project
- **Work Readiness and Retention:** Providing or referring Section 3 workers to services supporting work readiness and retention, such as work readiness activities, interview clothing, test fees, transportation, and childcare
- **Educational Assistance:** Providing assistance to apply for or attend community college, a 4-year educational institution, or vocational/technical training
- **Financial Literacy:** Assisting Section 3 workers to obtain financial literacy training and/or coaching
- **Business Concern Outreach:** Engaging in outreach efforts to identify and secure bids from Section 3 business concerns
- **Competition Assistance:** Providing technical assistance to help Section 3 business concerns understand and bid on contracts

[2] Professional services are excluded from the total labor hours worked in the denominator of the benchmarking ratios listed in Section 7.2.4 of this chapter.

- **Contract Sizing:** Sizing, splitting, or dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns, particularly where economies of scale or efficiency of delivery are not factors, per 2 CFR Part 200.321(b)(3)
- **Bidder Viability Support:** Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns
- **Business Registries:** Promoting the use of business registries designed to create opportunities for disadvantaged and small businesses
- **One-Stop Outreach:** Providing outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act of 2013

The above listing is not intended to be all inclusive. Subrecipients are encouraged to develop and tailor their specific qualitative efforts with the end goal of Section 3 benchmark achievement in mind. Clear, affirmative steps to achieve the established numerical goals must be taken and documented to adequately corroborate all efforts and attempts. Documented justifications should describe the efforts that were taken, such as barriers, roadblocks, or impediments encountered, and other relevant information that will enable OHCS to make the most accurate, informed compliance determination.

7.4 Section 3 Records

7.4.1 Recordkeeping Supporting Section 3 Worker Categorizations and Certifications

7.4.1.1 Workers

Subrecipients must maintain documentation or ensure that a contractor or subcontractor that employs any Section 3 worker maintains documentation to show that workers meet the definition of a Section 3 worker, or a Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

- **Section 3 Worker:** For a worker to qualify as a Section 3 worker, **one** of the following must be maintained:
    - **Self-Certification of Income:** A worker's self-certification that their income is below the income limit from the prior calendar year
    - **Self-Certification of Program Participation:** A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing

  - **Program Management Certification of Program Participation:** Certification from a public housing agency, the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs
  - **Employer Certification of Income:** An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis
  - **Employer Certification of Section 3 Business Concern Employment:** An employer's certification that the worker is employed by a Section 3 business concern

- **Targeted Section 3 Worker:** For a worker to qualify as a Targeted Section 3 worker, **one** of the following must be maintained:
  - **Employer Confirmation of Worker Residence:** An employer's confirmation that a worker's residence is within 1 mile of the work site or, if fewer than 5,000 people live within 1 mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census
  - **Employer Certification of Section 3 Business Concern Employment:** An employer's certification that the worker is employed by a Section 3 business concern
  - **Self-Certification of YouthBuild Participation:** A worker's self-certification that the worker is a YouthBuild participant

Subrecipients and contractors may report on Section 3 workers and Targeted Section 3 workers for 5 years from when their certification as a Section 3 worker or Targeted Section 3 worker is established. The 5-year period for a worker cannot begin before Nov. 30, 2020. Therefore, Section 3 workers hired prior to Nov. 30, 2020, may be certified for a 5-year period beginning Nov. 30, 2020.

OHCS, subrecipients, contractors, and subcontractors have the express right to request any necessary evidence that would help substantiate an individual's claim to Section 3 status or certification. Examples of evidence to satisfy the above documentation requirements include evidence of receipt of federal housing assistance; evidence of receipt of other federal subsidies or participation in federal assistance programs; federal tax returns; or proof of residence in a neighborhood, ZIP code, census tract, or other area that has officially been identified by HUD.

7.4.1.2 Business Concerns

A **Section 3 business concern** is defined as a business concern that meets at least **one** of the following criteria, documented within the last 6-month period:

- It is at least 51% owned and controlled by low- or very low-income persons.
- Over 75% of the labor hours performed for the business over the prior 3-month period are performed by Section 3 workers.
- It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-Assisted housing. Subrecipients, contractors, and subcontractors have the express right to request any necessary evidence that would help substantiate a business concern's claim to Section 3 status or certification.

Examples of evidence to satisfy the above documentation requirements may include federal tax returns for workers, owners, or businesses; payroll data; employee statements of self-certification; articles of business organization; ownership or incorporation; partnership or operating agreements; or evidence that owners or employees received housing or other federal subsidies.

Section 3 standards are both race and gender-neutral. A women's business enterprise (WBE) and/or minority business enterprise (MBE) must provide evidence that it meets at least one criterion of a Section 3 business concern as outlined above to receive preference under Section 3. More information regarding WBE or MBE programs can be found through HUD's Office of Small and Disadvantaged Business Utilization: hud.gov/program_offices/sdb.

The documentation outlined in this subsection must be maintained for the time required for records retention in accordance with applicable program regulations and 2 CFR Part 200. For further guidance regarding Section 3 recordkeeping — including additional considerations specific to public housing agencies — see 24 CFR Part 75.31.

7.5 Section 3 Contracting Requirements

7.5.1 Contract Provisions

Per 24 CFR Part 75.27, OHCS must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project. Additionally, CDBG-DR subrecipients with projects where Section 3 applies must also require contractors and subcontractors to meet the overall requirements regardless of whether Section 3 language is included in the subrecipient agreements, program regulatory agreements, or contracts.

7.5.2 Contract and Subcontracting Strategies

The following examples are provided to help subrecipients ensure that the contracting objectives of Section 3 are met and the established Section 3 benchmarks are achieved. These methods and strategies can be undertaken to assist in reaching Section 3 workers and Section 3 business concerns for contracting opportunities and when utilized effectively, can supplement some of the qualitative efforts outlined in the Additional Quality Efforts section above. This list should not be considered all inclusive. For additional information regarding contracting, see Chapter 5 Procurement.

- **Small Purchase Procurement:** The use of small purchase procedures such as soliciting quotations from a minimum of three qualified sources (contract may not exceed the simplified acquisition threshold). At the time of solicitation, inform the parties of the Section 3 covered contract to be awarded. Include enough detail, the deadline for quotes, and the information required. A valid attempt to obtain at least three quotes from qualified sources must be made and documented.
- **Section 3 Compliance History:** In determining the responsibility of potential contractors, consider their past records of Section 3 compliance and their current plans for the pending contract.
- **Contractors Associations and Community Organizations:** Utilize minority contractor associations and community organizations to assist in identifying Section 3 businesses as potential bidders.
- **Housing Development Publicity:** Advertise contracting opportunities by posting notices concerning the work to be contracted in shared areas of housing developments.
- **Formalized Notices:** Provide written notice to all known Section 3 business concerns of the contracting opportunities.
- **Maintain Contact:** Follow up with Section 3 business concerns that have expressed interest in the contracting opportunities by personal contact to provide additional information.
- **Pre-Bid Meetings:** Coordinate pre-bid meetings to inform Section 3 business concerns of the upcoming contracting opportunities.
- **Section 3 Workshops:** Provide workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities.
- **Assisting With Barriers to Entry:** Advise Section 3 business concerns where to find assistance with limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

- **Bidding Facilitation:** Arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- **Contract Sizing:** Break out contract work items into economically feasible units to facilitate the participation of Section 3 business concerns.
- **YouthBuild Programs:** Contact agencies administering HUD YouthBuild programs and notify them of the contracting opportunities.
- **Advertisement/Publication:** Advertise contracting opportunities through trade association papers and local media such as television, newspapers, radio, and websites.
- **Business Concern Listing:** Develop and maintain a list of eligible Section 3 business concerns.
- **Advance Goal Setting:** Establish concrete numerical goals (dollar amounts and number of awards) for contracts to Section 3 business concerns.

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Fair Housing and Civil Rights

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8 Fair Housing and Civil Rights

This section presents summaries of the key regulations and requirements of civil rights, fair housing, equal opportunity, and equal employment opportunity (EEO) laws applicable to the administration of the Oregon Community Development Block Grant Disaster Recovery (CDBG-DR) funds.

Subrecipients are required to ensure that all programs and activities funded in whole or in part with CDBG-DR funds will be conducted without bias or discrimination on the basis of:

1. Race
2. National origin
3. Religion
4. Color
5. Sex (including gender identity and sexual orientation)
6. Age
7. Familial status
8. Disability

The applicable laws and regulations provide for:

1. Non-discrimination
2. Equal opportunity
3. Affirmative action (to reduce past discrimination)

Laws and Statutes: Civil rights laws applicable to CDBG-DR programs that subrecipients must adhere to are set forth, but not limited to, the statutes and executive orders below:

Statute/Executive Order	Description
Title VI of the Civil Rights Act of 1964	No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of: 1. Race 2. Color 3. National origin
Section 3 of the Housing and Urban Development Act of 1968, as amended, codified at 24 CFR Part 75	To the greatest extent feasible, provide to low- and very low-income individuals opportunities such as: 1. Training 2. Employment 3. Contracting 4. Other economic opportunities

Statute/Executive Order	Description
Title VIII of the Civil Rights Acts of 1968, as amended (Fair Housing Act)	Prohibits discrimination in housing on the basis of: 1. Race 2. Color 3. Religion 4. Sex 5. National origin 6. Familial status 7. Disability Also requires the U.S. Department of Housing and Urban Development (HUD) to administer its programs in a manner that affirmatively promotes fair housing.
Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended	Requires subrecipients to certify that they will, among other things, affirmatively further fair housing.
Section 504 of the Rehabilitation Act of 1973, as amended	No otherwise qualified individuals shall, solely, by reason of disability, be: 1. Excluded from participation (including employment) 2. Denied program benefits 3. Subjected to discrimination
Section 508 of the Rehabilitation Act, as amended	Requires all electronic and information technology (also referred to as information and communication technology) that is developed, procured, maintained, or used by a subrecipient to be accessible to people with disabilities, including employees and members of the public seeking information or services from the subrecipient.
Section 109 of the Housing and Urban Development Act of 1974, as amended	Under any program or activity funded in whole or in part under Title I or Title II of the act (regardless of contract's dollar value), no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of: 1. Race 2. Color 3. National origin 4. Sex 5. Age 6. Religion 7. Disability

Statute/Executive Order	Description
The Age Discrimination Act of 1975, as amended	No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age.
Executive Order 1103, Equal Opportunity in Housing	Prohibits discrimination in the sale, leasing, rental, or disposition of properties owned or operated with federal funds.
Executive Order 11246, as amended, Equal Employment Opportunity	No person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of $10,000.
Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency	Requires HUD to take action to provide access to services for eligible persons with limited English proficiency.
Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation	Requires HUD to develop a plan to prohibit sexual discrimination, including that based on gender identity or sexual orientation.
Equal Access to HUD- assisted or Insured Housing 24 CFR 5.105 (a)(2)(i-ii)	Requires equal access to housing in HUD programs, regardless of sexual orientation, gender identity, or marital status (new regulation effective 3/5/2012).
Americans with Disabilities Act (ADA) of 1990	Prohibits discrimination based on disability in programs, services, and activities by public and private entities that operate public accommodations.
Architectural Barriers Act of 1968	Requires that buildings and facilities designed, constructed, altered, or leased with certain federal funds after September 1969 must be accessible to and usable by persons with disabilities.

8.1 Citizen Participation Plan

The purpose of a Citizen Participation Plan is to provide information about disaster recovery efforts to impacted citizens, particularly those with low and moderate income within the community where the activities funded by CDBG-DR will take place. Encouraging participation allows for greater transparency and can result in better serving community needs in long-term recovery.

8.1.1 Local Government Subrecipients

Local government subrecipients must prepare and adopt a Citizen Participation Plan.[1] The plan must include:

1. Methods for encouraging citizen participation, particularly low- to moderate-income persons in the impacted areas.
2. Methods for ensuring that citizens, including persons with disabilities and individuals with limited English proficiency (LEP), are provided reasonable and timely access to information about the program or activity being implemented. At a minimum, this must include:
    a. Conducting all aspects of their programs or activities in an open manner with reasonable access to records on the proposed and actual use of funds for interested persons.
    b. Keeping all records of applications and grants at the subrecipient's offices and making them available during normal business hours.
        i. Any CDBG-DR project, except for confidential matters relating to housing and economic development programs, shall be open to examination by all citizens.
3. Provision of technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals at the level of expertise available at governing offices. All application materials and instructions shall be provided at no cost to any such group requesting them. Citizens shall be provided adequate and timely information to enable them to be meaningfully involved in important decisions at the various stages of the program, including at least the determination of needs, the review of the proposed activities, and the review of past program performance.

[1] Citizen Participation Plan requirements must meet Section 104(a) (2) of the Housing Community Development Act and 24 CFR 570.486 except where waivers or alternative requirements are provided in the applicable Federal Register Notices.

4. A written citizen complaint procedure that provides citizens the email, address, phone number, and times for submitting complaints. The policy must also provide that timely written answers to written complaints and grievances will be provided within 15 working days where practicable. Concerned citizens can file a complaint or dispute a decision to OHCS by emailing housingsupport@reoregon.org or by calling 877-510-6800.
    a. The subrecipient will provide a timely written response to every formal or written citizen complaint. The subrecipient's response must be provided within 15 working days of the receipt of the complaint, or the subrecipient must document why additional time for the response was required.
    b. Informal complaints are verbal complaints, and subrecipients should attempt to resolve those items; however, these comments are not subject to a written response by OHCS or the subrecipient.
    c. OHCS will track complaints that may include:
        i. Date complaint received
        ii. Name of complainant and contact information
        iii. Date subrecipient responded to the complaint
        iv. The outcome of the complaint and final resolution
        v. Date complaint closed
    d. Subrecipients may want to track their own complaints similarly to support any documentation retained to show evidence of meeting the 15-working-day response requirement.
5. Public hearing and notification requirements. Unless otherwise clarified in a Program Manual (e.g., for the Planning, Infrastructure, and Economic Revitalization program), the public hearing requirements for local government subrecipients are as follows and should be described in the Plan:
    a. At least one public hearing shall be held prior to the submission of an application for housing and/or non-housing needs being submitted to OHCS for funding through the CDBG-DR program. Hearings shall be scheduled at a time and location felt to be most likely possible for the majority of interested citizens to attend without undue inconvenience. The development of needs and the review of the proposed activities and their possible environmental impact must be addressed at this hearing as reflected by minutes of the hearing. The hearing cannot be more than six months prior to application submittal.

b. The second required hearing is held to address the performance on the funded grant at a minimum of 80% completion. The review of performance (during the grant) must be addressed in a public hearing prior to grant closeout. Proof of said hearing will be part of closeout documentation.
c. Description of how notification of all hearings shall be given a reasonable amount of days' notice in advance to allow citizens the opportunity to schedule their attendance. Reasonable amount of notice should be, at minimum, 14 days. Notification can include displaying advertisements in the local newspaper with the greatest distribution and posting letters, flyers, and any other forms that are clearly documented with wide circulation.
d. Description of how subrecipients will ensure all hearings are accessible to persons with disabilities. Provisions for interpretation shall be made at all public hearings for non-English-speaking residents if such residents are expected to be in attendance. The chief elected official's office shall receive and relate to appropriate persons or groups any views or proposals submitted to aforesaid office within the decision-making time. Any criticism submitted in writing at any time should be answered in writing within 15 working days by the chief elected official's office. If the complaint is not resolved, it shall be referred to the governing body for final disposition.
e. Description of maintenance of records regarding public notices and public hearings. Some examples of acceptable records include:
    - Posting to the local government subrecipient's website and keeping a screenshot of posting in program files
    - Advertising in the newspaper, documented with tear sheet/full-page advertisement/photocopy with publisher's identification and date/publisher's affidavit
    - Posting publicly at both the city hall/courthouse and at least one location within the target area, documented with affidavit of posting and copy of the notice
    - Posting publicly in courthouse/city hall and on subrecipient's website during the term of the contract, documented with affidavit of posting and copy of the notice as well as screenshots of the posting

8.1.2 Nonprofit Subrecipients

Nonprofit subrecipients are required to document participation and engagement efforts undertaken that are applicable to the audience impacted by the program they are administering or supporting (e.g., small business, micro-enterprise, or impacted resident).

Depending on the program, OHCS may also require nonprofit subrecipients to maintain an engagement plan.

Nonprofit subrecipients engaged in housing intake, outreach, and other related activities are required to resolve complaints in coordination with OHCS and must log the receipt and resolution of complaints through an OHCS-provided tracker and/or OHCS' system of record. Additional details on managing complaints for these subrecipients will be provided through the applicable Program Standard Operating Procedures or other job aids.

8.2 Excessive Force Policy

Local government subrecipients receiving CDBG-DR funds must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations. (See also State's Certification Requirements at 24 CFR 91.325(b)(6)).

When local government subrecipients sign the Subrecipient Agreement, they certify that they will pass and enforce the following policies:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals or groups engaged in non-violent civil rights demonstrations
2. A policy enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction

8.3 Fair Housing

The Fair Housing Act requires all subrecipients, public housing authorities, and/or developers funded in whole or in part with HUD financial assistance to certify that no person was excluded from participation in, denied the benefit of, or subjected to discrimination in any housing program or activity because of their age, race, color, creed, religion, familial status, national origin, sexual orientation, military status, sex, disability, or marital status. OHCS complies with and enforces the Civil Rights requirements of Title I of the Housing and Community Development Act and the Fair Housing Act.

OHCS follows policies and procedures for compliance with the Fair Housing Act during the design and implementation of all program activities. This includes an assessment of the demographics of the impacted residents, proposed project areas, socioeconomic characteristics, environmental hazards or concerns, and other factors material to the Affirmatively Furthering Fair Housing (AFFH) determination.

OHCS will provide subrecipients with a form to capture information for contractually required Monthly Status Reports that include data on the racial, ethnic, and gender characteristics (87 FR 31636) for all beneficiaries residing in units fully or partially funded by CDBG-DR. This form should be submitted as part of the subrecipient's reporting requirements.

8.3.1 Affirmatively Furthering Fair Housing (AFFH)

All subrecipients must agree to administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act (42 U.S.C.3608(e)(5) and 24 CFR 570.601).

Please note: HUD has published a Notice of Proposed Rulemaking for a new AFFH rule intended "to remedy the effects of the long history of discrimination in housing" and "fully enforce the Fair Housing Act." Updates to this manual and subrecipient process and documentation requirements may be required if there are any amendments to affirmatively further fair housing resulting from this process.

8.3.2 Fair Housing Activities Requirements

All subrecipients must undertake and complete at least one additional fair housing activity for each grant prior to the **final** draw for grant funds. Actions that the state will accept without further review include:

1. Develop and adopt a comprehensive fair housing action plan, identifying specific actions and timetables. Document the analysis and make it available to the public. Develop a fair housing action plan with corresponding steps to address actions the subrecipient will undertake to promote fair housing.
2. Conduct or participate in an analysis of impediments to fair housing in the community. Document the analysis and make it available to the public. Develop a fair housing action plan with corresponding steps to address actions the subrecipient will undertake to promote fair housing.
3. Undertake a review of existing fair housing ordinances, zoning, and land use practices for discriminatory policies and practices. Document the review and make it available to the public. Develop a fair housing action plan with corresponding steps to address discriminatory practices.
4. Support and participate in an educational program coordinated with local realtors, home builders, and/or mortgage lenders designed to provide information on fair housing rights.

5. Establish a fair housing complaint referral program that provides public information and assistance to persons who want to file a complaint with the federal government or Oregon. Procedures for filing housing discrimination complaints are described on the HUD website at portal.hud.gov/hudportal/HUD?src=/topics/housing_discrimination and at the Fair Housing Council of Oregon by calling 503-223-8197 or 800-424-3247 (Voice and TTY).
6. Provide financial or other documented local support to state or local fair housing organizations that provide information, referral, and other assistance in the community. CDBG-DR administration funds can be used for this without receiving prior approval from the state.
7. Host an informal fair housing session for local employers to encourage cooperation in efforts to find housing for their employees and to promote equal housing choices within the community.
8. Speak to an elementary school class about the fair housing rights of the children and their families.
9. Host and invite the Fair Housing Council of Oregon to have a discussion with group leaders or rental property owners and managers about their fair housing responsibilities.
10. Adopt a resolution that supports government-assisted housing programs in the community and print a notice or advertisement that appears in a prominent location of the local newspaper that states that the subrecipient is an active supporter of fair housing laws. The notice or advertisement must include the contact information for the subrecipient's fair housing representative.
11. Develop a community fair housing webpage that prominently displays the community's commitment to further fair housing on the community website, including links to fair housing enforcement and education agencies.

Subrecipients may ask the state to approve other actions designed to further fair housing choice in their communities, such as implementing the actions identified within the subrecipient's fair housing action plan.

Oregon State Requirement: Subrecipients must meet the minimum requirements below:

1. All subrecipients must adopt a fair housing resolution that certifies it will affirmatively further fair housing and submit the resolution to OHCS within a period of six months before the first draw for non-construction activities/funds.
2. All local government subrecipients must distribute and post the fair housing posters and brochures at City Hall and/or the county courthouse and other locations within the community and submit documentation that this was completed within a period

of six months before the first draw for non-construction activities/funds.[2] Brochures and posters can be found at fhco.org or hud.gov/program_offices/fair_housing_equal_opp/marketing

3. All subrecipients must undertake and complete at least one additional fair housing activity for each grant prior to the final draw for grant funds. The subrecipients must inform OHCS of the specific additional fair housing action planned and clearly document within the project file the completed action. Documentation can include but is not limited to a copy of a newly adopted fair housing action plan, newspaper articles covering the additional fair housing activity, meeting and board minutes, contracts and agreements with workshop presenters, sign-in sheets, websites, and video files. If subrecipients have an alternative activity, they may present to OHCS for pre-approval to meet this additional requirement (e.g., providing fair housing training to staff). If a subrecipient has received more than one grant per program year, subrecipient need only conduct one additional fair housing activity for both grants.

8.3.3 Fair Housing Organizations and Resources

Information about fair housing can be obtained by contacting the Fair Housing Council of Oregon (FHCO) at 800-424-3247 (hotline) or at fhco.org.[3] FHCO can also be contacted by mail at:

Fair Housing Council of Oregon
1221 SW Yamhill St., #305
Portland, OR 97205

The FHCO also has resource packets with a host of materials summarizing the fair housing laws, resource lists, and contact information available upon request. Grant subrecipients are encouraged to obtain a copy of this resource packet as early as possible in the project to use as a resource in complying with federal and Oregon fair housing laws.

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[2] If the jurisdiction that the subrecipient is serving or where the activity is located comprises 5% or more non-English-speaking persons, the fair housing resolution, brochures, and posters must be disseminated in the applicable non-English language. Subrecipients can reference OHCS' Language Access Plan to understand the percentage of non-English or LEP people in their county: oregon.gov/ohcs/disaster-recovery/Pages/ReOregon-Public-Involvement.aspx

[3] The FHCO is a statewide nonprofit organization that provides a wide range of resources to communities. They promote equal access to housing by providing education, outreach, technical assistance, and enforcement opportunities.

Examples of local organizations that are often involved in fair housing activities include:

- Community development corporations and other nonprofits
- Boards of realtors
- Lender associations and financial institutions
- Legal aid programs
- Public housing authorities
- Community action agencies

Oregon has developed a 2021–2025 Fair Housing Action Plan, which provides a listing of resources and actions necessary to remove impediments to fair housing. A copy can be obtained here: Attachment B - 2022 Proposed FHAP Report.pdf.[4] Subrecipients can obtain copies of fair housing posters, brochures, and videos for use from FHCO and OHCS.

8.3.4 Housing and Infrastructure in Support of Housing Additional Requirements

To ensure compliance with 24 CFR 5.151, subrecipients, including local governments, public housing authorities, and developers, will ensure or will work with landlords in order to take meaningful and specific actions to affirmatively further fair housing. If a project contains five or more units, OHCS will ensure that the landlord develops a project-specific Affirmative Fair Housing Marketing Plan (AFHMP) and a tenant selection plan. The AFHMP is a defined marketing and outreach plan that strategizes how to conduct targeted outreach to minority groups in the community who are least likely to apply for housing. The AFHMP is required for projects that contain five or more units.

HUD's Implementing Affirmative Fair Housing Marketing Requirements Handbook 8025.1 provides extensive guidance on AFHMPs and can be found at hud.gov/program_offices/administration/hudclips/handbooks/fheo/80251

8.3.4.1 Non-Discrimination, Equal Employment Opportunities, and Affirmative Action in Housing

The Fair Housing Act prohibits discrimination against protected class members in the sale, rental, conditions, and financing of dwellings and in other housing-related transactions.

[4] The full web address for this document is oregon.gov/ohcs/development/Documents/Attachment%20B%20-%202022%20Proposed%20FHAP%20Report.pdf

Steps that can be taken to prevent discrimination in housing include the following:

1. Develop and adopt a fair housing policy that includes methods of enforcement.
2. Disseminate information concerning housing services and activities through agencies and organizations that routinely provide services to protected groups.
3. Review contract documents used by subrecipient and lending institutions participating in local programs to eliminate any discriminatory intent or practice.
4. Evaluate criteria for selecting subrecipients of housing assistance for any discriminatory effect.
5. Offer assistance to persons experiencing discrimination in housing.
6. Provide housing counseling services to minorities and women seeking housing outside areas of concentration.
7. Work with local real estate brokers to formulate a Voluntary Area-wide Marketing Agreement.
8. Work with local banks to post "equal lending opportunity" advertisements.
9. Use "equal housing opportunity" slogan and logo on subrecipient correspondence.
10. Sponsor fair housing seminars and campaigns.
11. Work with minority and women leaders in the area to promote housing development and increase minority and female participation.
12. Assist local housing developers in developing outreach programs to attract minorities and females.
13. Review zoning ordinances and comprehensive plans to ensure that they promote de-concentration of assisted housing units.
14. Create a local housing authority.
15. Publicly advertise the city as a "fair housing city."
16. Adopt a code enforcement ordinance that will compel landlords to keep their units in safe and sanitary condition.

8.3.4.2 Equal Access in Accordance With an Individual's Gender Identity in Community Planning and Development Programs

On Sept. 21, 2016, HUD published a final rule entitled "Equal Access in Accordance With an Individual's Gender Identity in Community Planning and Development Programs." This rule, effective Oct. 21, 2016, ensures that all individuals have equal access to many of HUD's core shelter programs in accordance with their gender identity.

HUD's new rule requires grantees, subrecipients, or providers to establish, amend, or maintain program admissions, occupancy, and operating policies and procedures so that

equal access is provided to individuals based on their gender identity. HUD has provided a document (included here in Appendix C) that subrecipients can post publicly to inform clients and staff of the equal access requirements. Therefore, a lesbian, gay, bisexual, transgender, queer/questioning (LGBTQ) person's experience with sexual orientation or gender identity in housing discrimination will be covered by the Fair Housing Act.[5]

Examples:

1. A gay man is evicted because his landlord believes he will infect other tenants with HIV/AIDS. That situation may constitute illegal disability discrimination under the Fair Housing Act because the man is perceived to have a disability, HIV/AIDS.
2. A property manager refuses to rent an apartment to a prospective tenant who is transgender. If the housing denial is because of the prospective tenant's nonconformity with gender stereotypes, it may constitute illegal discrimination on the basis of sex under the Fair Housing Act.

Oregon State Requirement Note: Oregon is one of several states that already bans sexual orientation housing discrimination and gender identity or expression housing discrimination. If a person has experienced, or is about to experience, housing discrimination, they should contact the Oregon Bureau of Labor & Industries (BOLI).

To file a complaint with BOLI, the individual may submit a complaint for free online at the following link: complaints.boli.oregon.gov/home/file-complain

If a person is unsure about whether to file a complaint or needs assistance filing a complaint, they can contact BOLI by phone at 971-245-3844 or email at boli_help@boli.oregon.gov.

Additionally, if a person has experienced, or is about to experience, housing discrimination, they can contact HUD's Office of Fair Housing and Equal Opportunity (FHEO) for help at 800-877-0246.

To file a complaint with FHEO, the individual may submit a complaint for free online at the following link: hud.gov/fairhousing/fileacomplaint

[5] The Equal Access in Accordance With an Individual's Gender Identity in Community Planning and Development Programs is one of three regulations that are the Equal Access Rule (EAR). HUD has created a toolkit to provide training on the EAR and how to follow it successfully through HUD's programs. This information is available through the HUD Exchange located here: hudexchange.info/programs/fair-housing/lgbtqia-fair-housing-toolkit/lgbtqia-protections/huds-equal-access-rule/

8.4 Section 504

Compliance with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 754), requires that subrecipients shall operate each program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities.

Section 504 provides that, "No otherwise qualified individual with handicaps in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The subrecipient is responsible for compliance with Section 504 by the developer in economic development and housing programs.

8.4.1 Section 504 Requirements

In order to comply with Section 504, the following actions must be initiated:

1. **Assurance** — Each Subrecipient Agreement with OHCS includes compliance provisions that the CDBG-DR program will be operated in compliance with Section 504 requirements (24 CFR 8.50(a)). This provision within the agreement obligates the subrecipient for the period during which federal financial assistance is extended.
2. **Self-Evaluation** — Each subrecipient shall complete a self-evaluation of current policies and practices with respect to communications, employment, and program/physical accessibility to determine whether, in whole or in part, they do not or may not meet the requirements of being accessible to individuals with disabilities. The self-evaluation must be completed within six months of the execution date of the Subrecipient Agreement.

   The subrecipient must maintain a file, make available for public inspection, and provide to the responsible civil rights official, upon request: (1) a list of the interested persons consulted, (2) a description of areas examined in the self-evaluation and any problems identified, and (3) a description of any modifications made and of any remedial steps taken.
3. **Building Designation and Status** — The self-evaluation shall designate all buildings and structures as "new" or "existing" depending on whether the building was constructed or altered after July 1988 (24 CFR 8.51(a)). The self-evaluation shall determine whether buildings and structures that house programs and services for the public can be approached, entered, and used by persons with disabilities. At minimum, the following items should be addressed in the self-evaluation: parking — spaces, curbs, ramps; routes and pathways — slopes, levels, ramps, notices; entrance ways — widths and heights; interiors — door grasp, pressure,

pathways, elevators; service — counter heights, notices; and auxiliary services — telephones, restrooms, drinking fountains.

4. **Policy Modifications vs. Structural Changes** — Each subrecipient shall modify any policies and practices that do not meet the requirements for program accessibility (24 CFR 8.51). Compliance with 504 does not necessarily require a subrecipient to make each of its existing facilities accessible to and usable by individuals with disabilities, or require a subrecipient to take any action that they can demonstrate would result in a fundamental alteration in the nature of its program or activity or in undue financial and administrative burdens. Therefore, a subrecipient may comply with the requirements of this section in its programs and activities receiving federal financial assistance through such means as relocation of programs, assignment of aids to beneficiaries, home visits, or any other method that results in making its program or activity accessible to individuals with disabilities. A subrecipient is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section (24 CFR 8.21(i)).
5. **Visually or Hearing Impaired** — Each subrecipient must ensure that members of the population eligible to be served or likely to be affected directly by a federally assisted program who have visual or hearing impairments are provided with the information necessary to understand and participate in the program. Methods for ensuring participation include, but are not limited to, qualified sign language and oral interpreters, readers, or the use of recorded and Braille materials.
6. **Benefit to Those With Disabilities** — Each subrecipient must maintain data for OHCS showing the extent to which individuals with disabilities are beneficiaries of federally assisted programs.

8.4.2 Other Section 504 Requirements, as Applicable

If structural changes to non-housing facilities will be undertaken to achieve program accessibility, a subrecipient shall develop a transition plan with the assistance of interested persons, including organizations representing persons with disabilities. (24 CFR 8.21 (c) (4)).

The construction activities identified in the transition plan must be completed within three years of completion of the transition plan. The transition plan must be made available for public inspection, and, at a minimum, it shall:

1. Identify all physical obstacles that limit the accessibility of programs and activities to individuals with disabilities.
2. Describe in detail the method to be used in making the facility accessible.

3. Set a schedule for completion of the modifications. If the schedule exceeds one year, then the subrecipient must identify the actions to be taken during each year of the transition period.
4. Identify the individual responsible for implementation of the transition plan.
5. Identify the persons or groups with whose assistance the plan was prepared.

NOTE: Unless the grant subrecipient has recently acquired a facility that was constructed prior to 1988 that will house programs and services available to the public and intends to make physical alterations to this facility, the three-year construction period for meeting the accessibility requirement for existing facilities under this regulation will have expired.

Any new non-housing facilities designed, constructed, or altered after July 11, 1988, shall be designed and constructed to be readily accessible to and usable by individuals with disabilities (24 CFR 8.32).

8.4.2.1 Subrecipients That Employ 15 or More Persons

In addition to the above requirements, subrecipients that employ 15 or more persons (not full-time equivalents) are required to comply with the following requirements.

1. **Designated 504 Coordinator** — A responsible employee must be designated to coordinate the community's efforts to comply with Section 504.
2. **Grievance Procedures and Complaints** — The community must adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part. Such procedures need not be established with respect to complaints from applicants for employment or from applicants for admission to housing covered by this part. The subrecipient must publicize how and to whom a complaint can be submitted.

8.4.3 Communicating With Persons With Hearing, Visual, and Manual Impairments

Section 504 regulations also require that the subrecipient provide appropriate auxiliary aids where necessary to afford an individual with disabilities an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving federal financial assistance (24 CFR 8.6(a)(1)).

The subrecipient must make arrangements in advance of all public meetings to offer, on request and as appropriate, sign language interpreters or other assistance. These services do not have to be provided automatically for every meeting, but the willingness to make

accommodation for persons with hearing, visual, or manual impairments must be offered in public announcements about public meetings. In addition, all public meetings must be held in a location that is accessible to all individuals.

Oregon Department of Human Services' Deaf and Hard of Hearing Services maintains a directory of communication services online at the following link: oregon.gov/odhs/aging-disability-services/pages/deaf-hard-of-hearing-services.aspx

In every public meeting notice, the subrecipient must include a statement to the effect that persons with hearing, visual, or manual impairments who wish to participate in the meeting should contact the recipient by a certain date so that appropriate communication assistance can be arranged. The recipient must be ready to back up that commitment with the necessary assistance. If there are no requests for assistance, the meeting can proceed without making further arrangements. During monitoring of the grant, the subrecipient must be able to provide documented evidence that the required notice was made and, if a request was made for assistance, how the subrecipient responded.

Subrecipients may use the following sample language for public meeting notices:

"The [meeting facility] is accessible for persons with disabilities. Please let us know if you will need any specific accommodations to attend the meeting."

The regulation requires that you must have available a Telecommunication Device for the Deaf (or TDD) or equally effective method for communicating with hearing-impaired persons. Oregon has an approved relay service, which may be utilized. In order to utilize the relay system, the subrecipient must have a policy indicating the use of the relay system by the subrecipient and publish the telephone numbers in the newspaper.

Oregon State Requirement Note: Persons with all types of disabilities must be able to communicate with the subrecipient. When the subrecipient communicates with applicants and beneficiaries of the project by phone, a TTY is required. Where such contact is infrequent, the subrecipient may instead use a TTY relay service. The Oregon Telecommunications Relay Service (OTRS) provides full telephone accessibility to deaf, hard of hearing, or speech-impaired persons. To access OTRS, call the voice number from a TTY or 711 from a voice phone. More information is available at oregonrelay.com or by calling 800-735-1232.

The Public Utility Commission encourages public agencies that receive more than one call a week from persons with hearing impairments to purchase a TTY rather than depend on the relay service, which was established to assist individual citizens.

8.5 Equal Employment Opportunities (EEO)

8.5.1 Equal Opportunities and Non-Discrimination Provisions

Subrecipients must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG-DR project on the basis of race, color, religion, sex, national origin, age, or disability.

8.5.2 Non-Discrimination, Equal Opportunity, and Affirmative Action in Employment

Employment may not be denied on the basis of race, color, national origin, sex, age, religion, familial status, or disability. Steps that can be taken to prevent discrimination in employment include the following:

1. Maintain employment data that indicates staff composition by race, sex, disabled status, and national origin.
2. Review existing personnel policies to ensure compliance with non-discrimination and equal opportunity requirements.
3. Advertise locally as an equal opportunity employer.
4. Publish statements of non-discrimination in any CDBG-DR program communications or publications.
5. Develop a network of information points that serve minority, elderly, women, disabled, and ethnic groups, in addition to newspapers or public service channels, to advertise employment opportunities.
6. Develop and implement a Section 3 compliance plan.
7. Display EEO posters prominently at all job sites.
    a. Posters are available at dol.gov/sites/dolgov/files/OFCCP/regs/compliance/posters/pdf/22-088_EEOC_KnowYourRights.pdf
8. Take affirmative action to overcome the effect of past discrimination.

8.5.3 Actions To Overcome Prior Discrimination

Documentation is necessary of any affirmative actions the local government has taken to overcome the effects of prior discrimination as determined through a formal compliance review or court proceeding, where the subrecipient has previously discriminated against

persons on the grounds of familial status, race, color, national origin, or sex in administering a program or activity funded in whole or in part with CDBG funds.

Oregon State Requirement Note: Subrecipients that have been the subject of formal compliance or court actions related to discriminatory practices must inform OHCS about their situation and describe actions resulting from the compliance order or court action. During the state's onsite monitoring of the program, the subrecipient must provide any such documentation for the preceding five years.

8.5.4 Non-Discrimination, Equal Employment Opportunities, and Affirmative Action for Construction Contracts

Subrecipients must take all necessary steps to notify minority businesses, women's business enterprises, labor surplus area firms, and Section 3 businesses of contracting opportunities.[6] Contractors may not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

1. Place the qualified applicable businesses on solicitation lists to receive notice of contracting opportunities.
2. If the applicable businesses are a potential respondent, directly request a response to the solicitation.
3. When feasible, divide the total requirements into smaller tasks or quantities to allow for participation by the applicable businesses.
4. When feasible, establish delivery schedules that can encourage participation by the applicable businesses.
5. When appropriate, use services and assistance from the Small Business Administration and Minority Business Development Agency of the Department of Commerce.
6. Require contractors to take the affirmative steps for any subcontracts.

[6] The exact wording of the affirmative steps is available at 2 CFR 200.321 located here: ecfr.gov/current/title-2/section-200.321

8.6 Language Access Plan (LAP)/Limited English Proficiency (LEP)

8.6.1 Language Access Plan Requirements

OHCS and subrecipients are required to ensure meaningful access to agency services, programs, and activities for persons who have LEP. Subrecipients must identify property owners or beneficiaries who have difficulty speaking or reading English and ensure that services are available to them in accordance with OHCS requirements.

Subrecipients may either create their own LAP or adopt OHCS' LAP, which can be found in English and Spanish at: oregon.gov/ohcs/disaster-recovery/Pages/ReOregon-Public-Involvement.aspx

Subrecipients must notify OHCS whether they will adopt OHCS' LAP or will develop their own. The development or adoption of an LAP must be done before the first draw.

8.6.1.1 LAP Requirements

If a subrecipient decides to develop or provide their own LAP, it must comply with the measures outlined below:

1. Conduct the four-factor analysis prior to advertising for application public hearing.
2. If the four-factor analysis reveals there are 1,000 or more LEP persons or 5% or more LEP persons in the eligible population in the jurisdiction or among current beneficiaries, the applicant will provide appropriate language assistance by:
    a. Translating all vital documents
    b. Posting notices of application public hearings in areas frequented by LEP persons of the threshold population(s) in the language(s) spoken
    c. Providing translation services at public hearings, if requested to do so by LEP persons
3. If the four-factor analysis reveals there are less than 50 LEP persons but 5% or more LEP persons in the eligible population in the jurisdiction or among current beneficiaries, the applicant will provide appropriate language assistance by:
    a. Posting notices of application public hearings in areas frequented by LEP persons of the threshold population(s) in the language(s) spoken
    b. Providing translation services at public hearings, if requested to do so by LEP persons

4. If the four-factor analysis reveals there are less than 50 LEP persons and fewer than 5% LEP persons in the eligible population in the jurisdiction or among current beneficiaries, the applicant will provide appropriate language assistance by providing translation services at public hearings, if requested to do so by LEP persons.

If an LAP is required, the subrecipient's LAP will include certifications that the LAP has been developed and adopted, and will be implemented for all projects funded by CDBG-DR. The subrecipient's LAP will include an identification of all LEP populations exceeding 1,000 persons or 5% of total jurisdiction population, whichever is less; the identification of materials to be made available to LEP persons; the means by which the materials will be made available to LEP persons; and the identification of any other translation services that may be necessary. Subrecipients will be monitored for implementation of their LAPs.

All subrecipients receiving federal funds through OHCS will report annually on services provided to LEP persons. Subrecipients will review their respective plans each year to evaluate their effectiveness and to make any needed changes. OHCS will assist agencies in finding appropriate translation resources and disseminate translated federal program notices, brochures, posters, and other documents. OHCS will monitor the delivery of any required language assistance on an ongoing basis. OHCS will review the LAP, evaluate the effectiveness of its implementation, and update the LAP, on an annual basis, in order to ensure continued responsiveness to community needs. The LAP evaluation will consist of:

1. Revision of the LAP, as necessary, by monitoring changes in demographics and services provided, updating available resources and tools, modifying methods of implementation, and addressing any issues or concerns.
2. Analysis of language assistance usage, including the number of language service requests, the languages most frequently encountered, the primary modes of communication, and the costs associated with services rendered.
3. Assessment of response to requests by LEP individuals and subrecipients regarding the delivery of language assistance services.

8.6.1.2 LEP Requirements

LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English. Subrecipients must take steps to provide meaningful access to federally funded programs for all LEP persons. Subrecipients should establish and adopt a plan, determining if there is a need for LEP services within the community and, if applicable, how appropriate language assistance will be given.

Program activities that should be made accessible to LEP persons include:

1. Public notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded projects
2. Publications regarding environmental reviews, civil rights, and other program requirements
3. Other program documents as needed

To determine the local need for LEP services, subrecipients may use the United States Census Bureau Data at the following link: data.census.gov

Appendix B contains specific instructions for how to find LEP persons through the Census Bureau Data website.

The table below sets forth safe harbors for written translations.

Size of Language Group	Requirement
1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents
More than 5% of the eligible population or beneficiaries and more than 50 in number	Translated vital documents
More than 5% of the eligible population or beneficiaries and 50 or fewer in number	Translated written notice of right to receive free oral interpretation of documents
5% or less of the eligible population or beneficiaries and fewer than 1,000 in number	No written translation required
1,000 or more in the eligible population in the market area or among current beneficiaries	Translated vital documents

8.7 Civil Rights Compliance Documentation

Subrecipients are required to document compliance with the key regulations and requirements of civil rights, fair housing, Section 3, and equal opportunity laws at the beginning of the program and continue to be diligent and consistent in implementing their civil rights responsibilities.

8.7.1 Documentation Required at Project Start-Up

Prior to releasing any funds, OHCS must receive the following documentation at project start-up from all subrecipients:

1. Appointment of civil rights officer
2. Non-discrimination/EEO policy
3. Policy and notice of non-discrimination on basis of disability. Subrecipient may combine this policy with their non-discrimination/EEO policy
4. Section 3 Policy for subrecipients carrying out construction and construction-related activities only
5. Appointment of a Section 504 Coordinator for subrecipients with 15 or more employees
6. Section 504 Grievance Procedures for subrecipients with 15 or more employees
7. Adopted resolution of OHCS' LAP or completion of subrecipient LAP

Local government subrecipients only:

8. Citizen Participation Plan, including complaint and grievance procedures
9. Excessive Force Policy
10. Adopted resolution(s) regarding applicable Citizen Participation Plan, Section 3 Policy, Excessive Force Policy, Section 504 Policy and Grievance Procedures, and Fair Housing Policy

8.7.2 Ongoing Compliance Documentation

During the grant period, subrecipients must ensure that all activities funded by CDBG-DR are conducted in a manner that ensures equal opportunity and access to all persons in accordance with civil rights, equal opportunity, and affirmative action laws, regulations, and requirements.

1. Section 504 Self-Evaluation Review: Complete within six months of Subrecipient Agreement execution.
2. Fair housing: Document efforts to affirmatively further fair housing.
3. Section 3 Business Participation: Document efforts to solicit Section 3 businesses and maintain data concerning the number and dollar amount of contracts awarded to locally owned businesses.
4. Minority Business Participation: Document efforts to solicit minority- and women-owned businesses and maintain data concerning the number and dollar amount of contracts awarded to minority businesses.

5. Maintain records of any monitoring actions and any findings as well as copies of contractors' certifications and monthly utilization reports documenting contractor compliance.
6. Maintain records of program applicants as well as direct and indirect beneficiaries, including race, color, sex, national origin, age, and disability status.
7. Record race, head of household, age, and income data of persons affected by displacement and/or relocation, if applicable.
8. Maintain human resources documents regarding employment, including training handbooks, policy and procedure manuals, resolutions, and ordinances regarding civil rights requirements.
9. Maintain documentation related to any complaints received and action taken to notify OHCS or HUD, if applicable.
10. Conduct annual report on LAP and LEP services and evaluate effectiveness.

8.8 Appendix A: Applicable Requirements by Entity

Requirement	Citation	Local Government	Nonprofit
Citizen Participation Plan	24 CFR 570.486 and 24 CFR 91.115(e)	Regulations requiring Citizen Participation and comments apply to state and local units of government.	**Nonprofit subrecipients** under agreement with the state to implement some or all of a state's CDBG-DR program will not be required to have a separate plan but must comply with the provisions of the state Citizen Participation Plan.
Excessive Force Policy	24 CFR 91.325(b)(6)	A state must certify that it will require its units of general local government receiving CDBG-DR funds to certify that they are adopting policy prohibiting excessive force by law enforcement agencies and that state and local laws regarding excessive force will be followed.	**Nonprofit subrecipients** must certify they will follow and enforce any applicable state or local laws regarding prohibition of excessive force for non-violent civil rights demonstrations.
Section 504 Designation of Responsible Employee and Adoption of Grievance Procedures	24 CFR 8.53	***Designation of responsible employee.*** A recipient that employs 15 or more persons shall designate at least one person to coordinate its efforts to comply with this part. ***Adoption of grievance procedures.*** A recipient that employees 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part. Such procedures need not be established with respect to complaints from applicants for employment or from applicants for admission to housing covered by this part.	
Section 504 Notice	24 CFR 8.54	A recipient that employs 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipient that it does not discriminate on the basis of handicap in violation of this part.	

Requirement	Citation	Local Government	Nonprofit
		The notification shall also include an identification of the responsible employee designated pursuant to § 8.53.	
Section 504 Complaints	24 CFR 8.56	***Investigations.*** The responsible civil rights official shall make a prompt investigation whenever a compliance review, report, complaint, or any other information indicates a possible failure to comply with this part. ***Who may file.*** Any person who believes that he or she has been subjected to discrimination prohibited by this part may by himself or herself or by his or her authorized representative file a complaint with the responsible civil rights official. ***When to file.*** Complaints shall be filed within 180 days of the alleged act of discrimination, unless the responsible civil rights official waives this time limit for good cause shown. ***Notification.*** The responsible civil rights official will notify the complainant and the recipient of the agency's receipt of the complaint within 10 calendar days. Within 20 calendar days of acknowledgment of the complaint, the responsible civil rights official will review.	
Section 504 Self-Evaluation	24 CFR 8.51	Each recipient shall, within one year of July 11, 1988, and after consultation with interested persons, including individuals with handicaps or organizations representing individuals with handicaps: (1) Evaluate its current policies and practices to determine whether, in whole or in part, they do not or may not meet the requirements of this part; (2) Modify any policies and practices that do not meet the requirements of this part; and (3) Take appropriate corrective steps to remedy the discrimination revealed by the self-evaluation.	
Section 3	2 CFR Part 75	Section 3 requirements apply to housing rehabilitation, housing construction, or other public construction projects.	
Affirmatively Further Fair Housing	24 CFR 151	Each subrecipient must complete at least one additional fair housing activity for each grant prior to the final draw of grant funds. Options are listed in section 8.3.2 of subrecipient manual.	

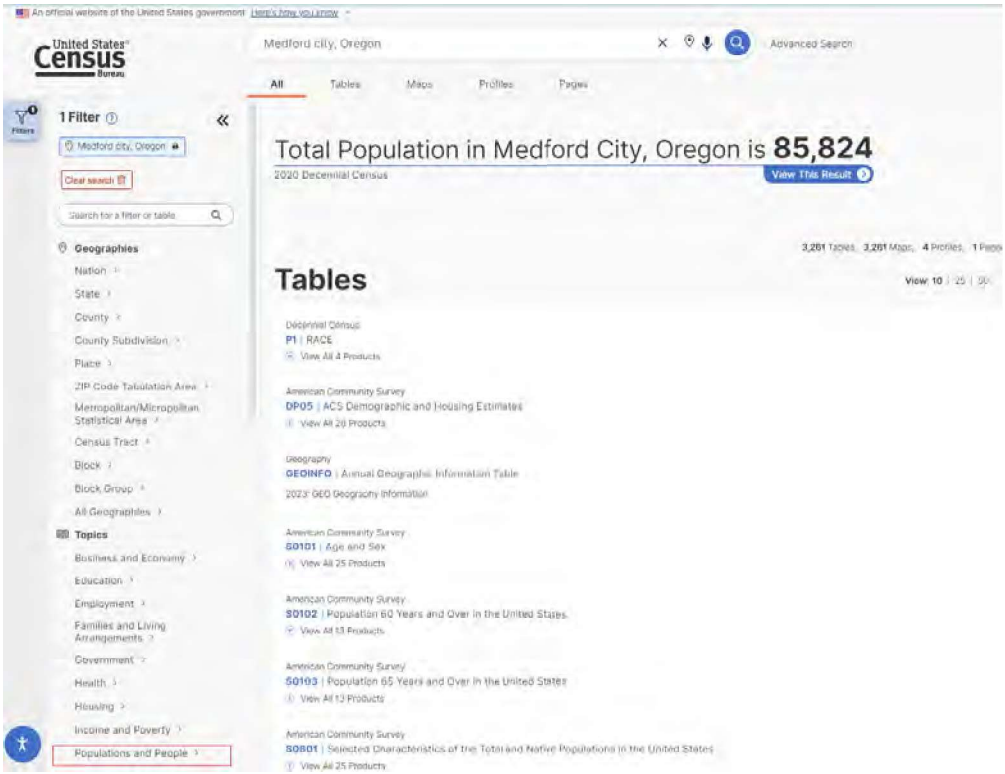
8.9 Appendix B: Using the Census Bureau Data Website

Step 1: Go to data.census.gov.

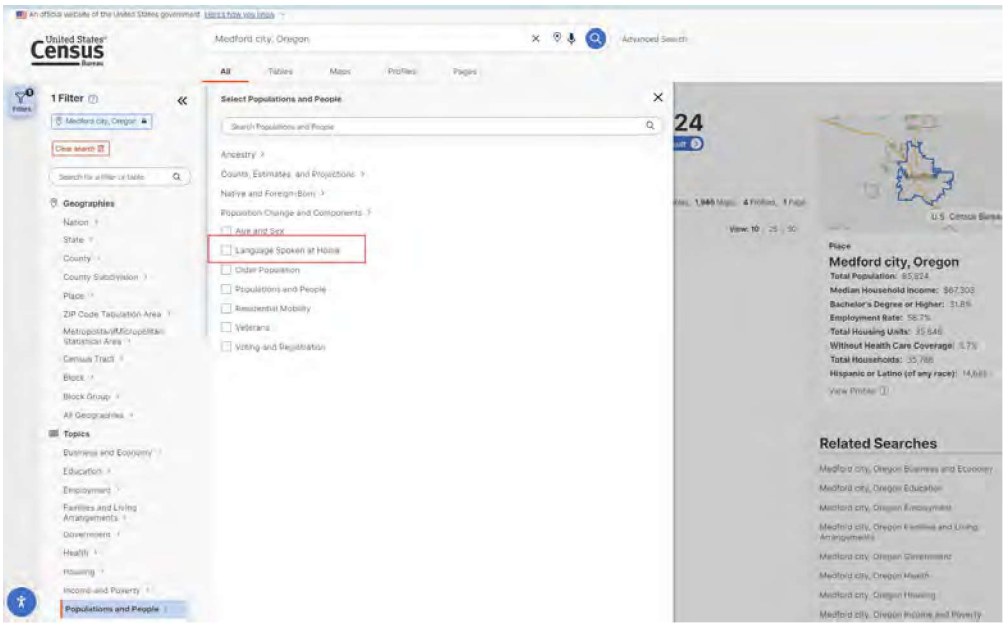
Step 2: Type in the geographic location for the area covered by the LAP in the search bar, and click the blue magnifying glass button to search, as shown below:



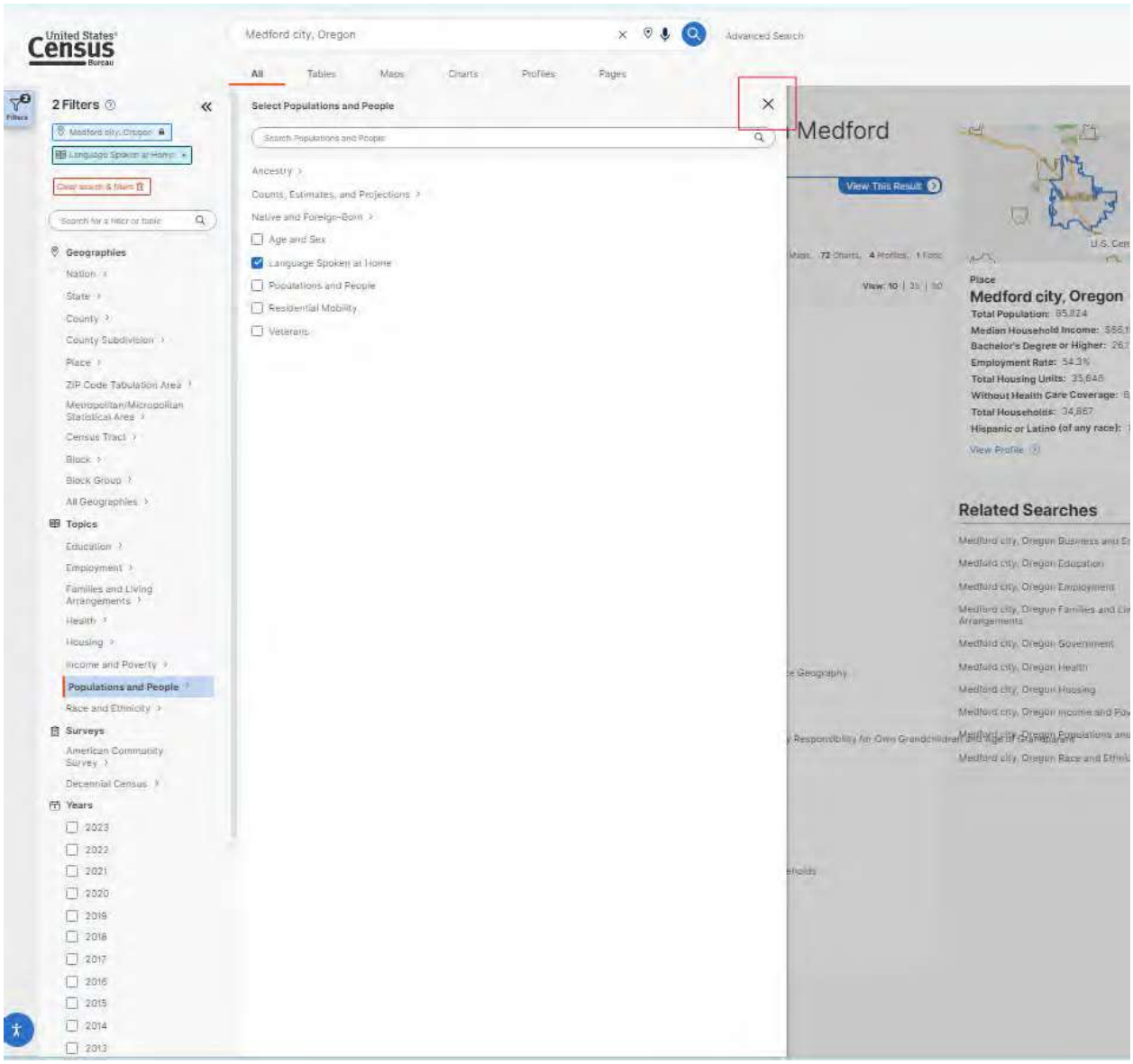
Step 3: On the left side of the webpage, there are different filters for the census data. Under “Topics,” select “Populations and People,” shown below with a red box around the button:



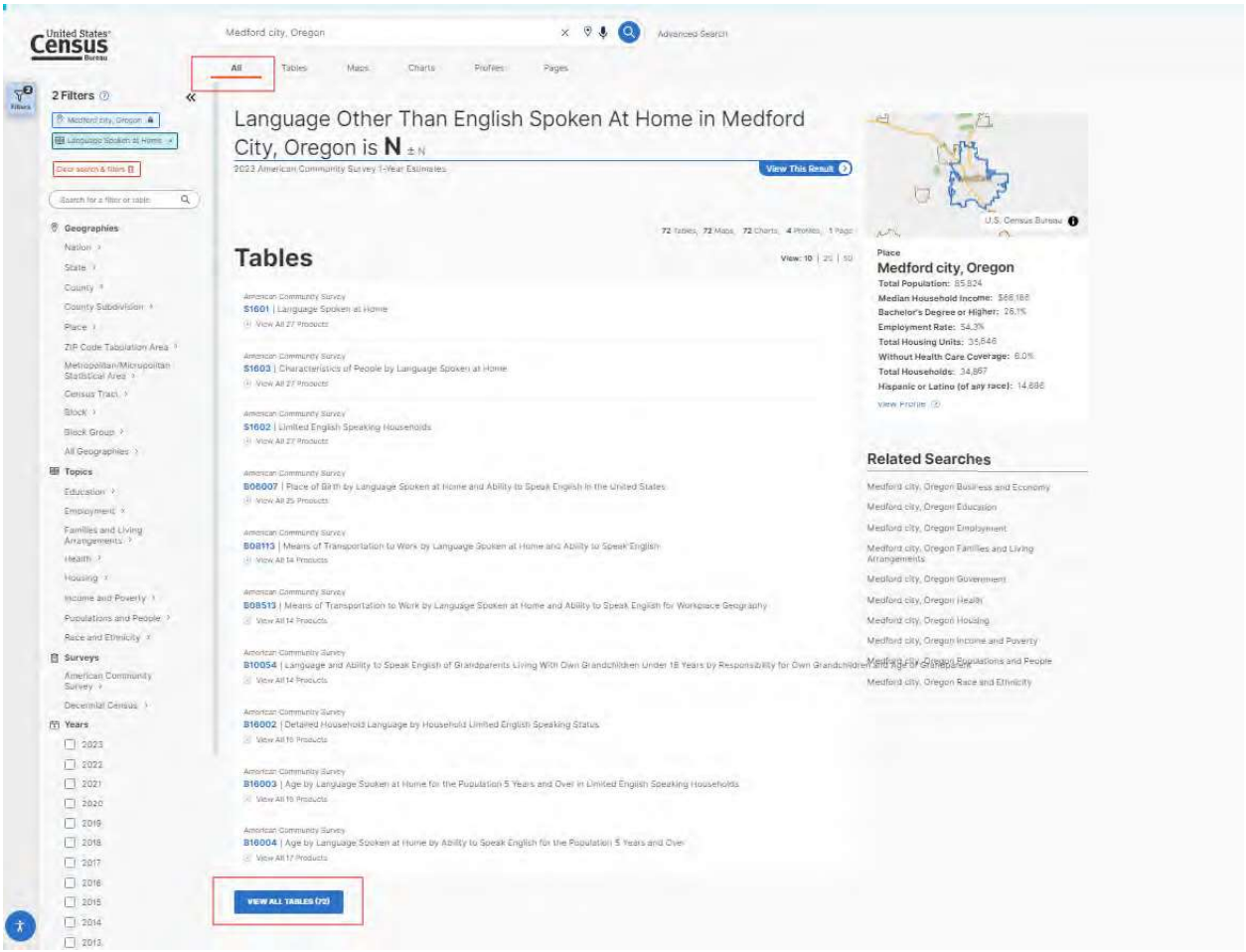
Step 4: A window will appear in the center of the page with the option to further filter the data. Select “Language Spoken at Home,” as shown below with a red box around the button:



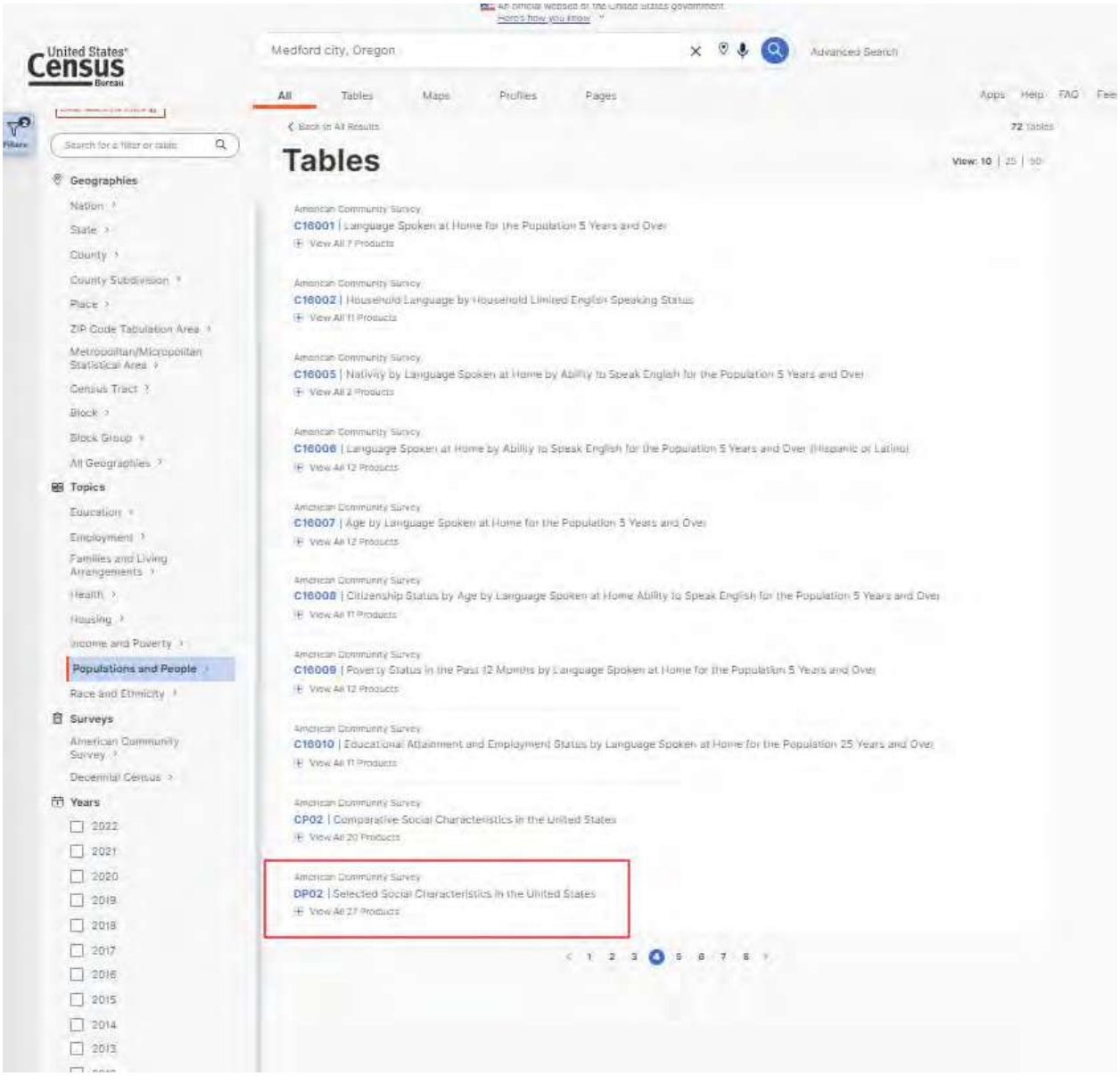
Step 5: To see the table, once you have selected "Language Spoken at Home," close the filter by clicking the "X" in the upper right corner. This is shown with a red box around the button:



Step 6: The selected tables should now be visible. Ensure that “All” is selected, and then click “View All Tables” at the bottom of the page. Both items are shown below with red boxes identifying the selections:



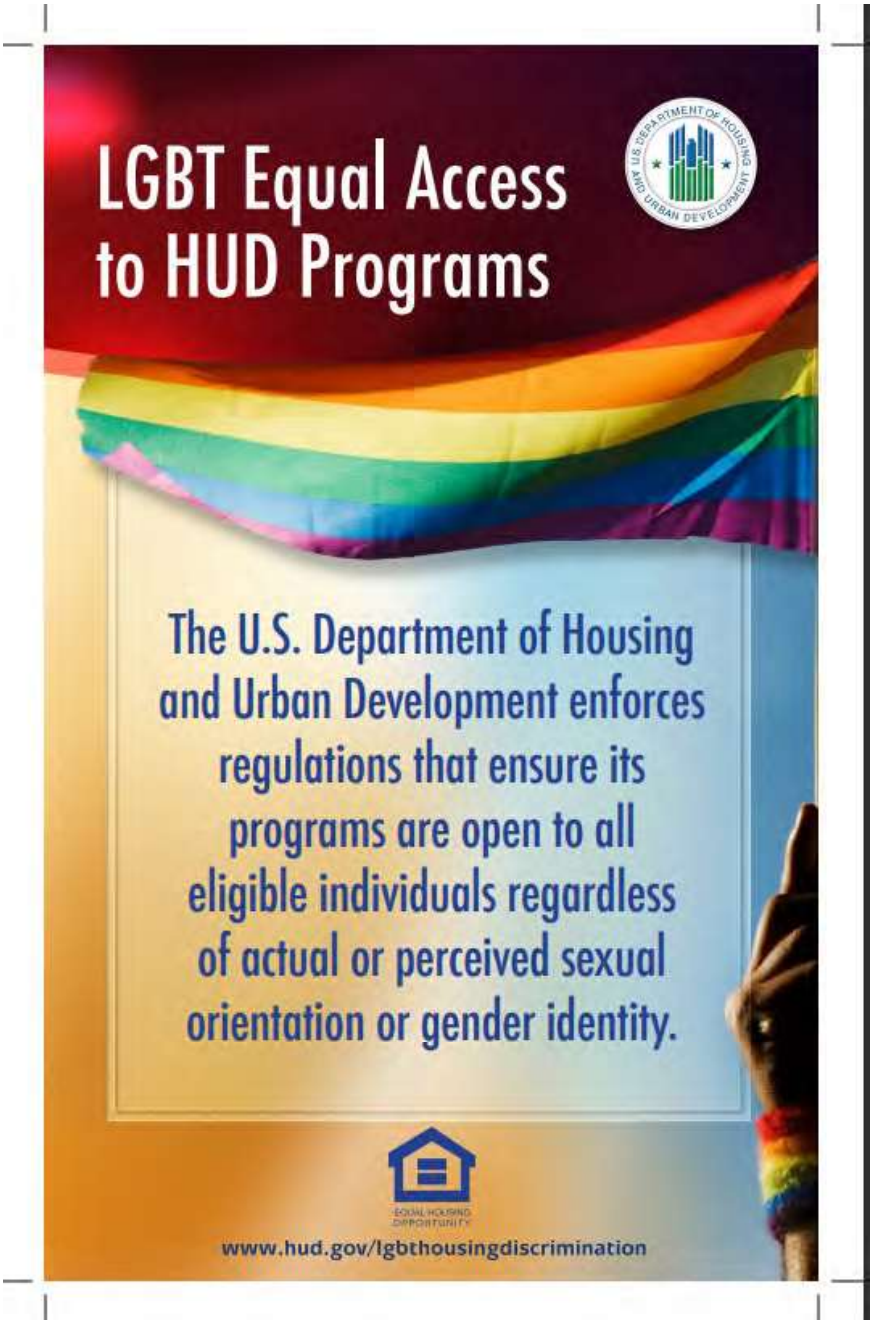
Step 7: Select “Table DP02 | Selected Social Characteristics in the United States,” as shown below with a red box around the link:

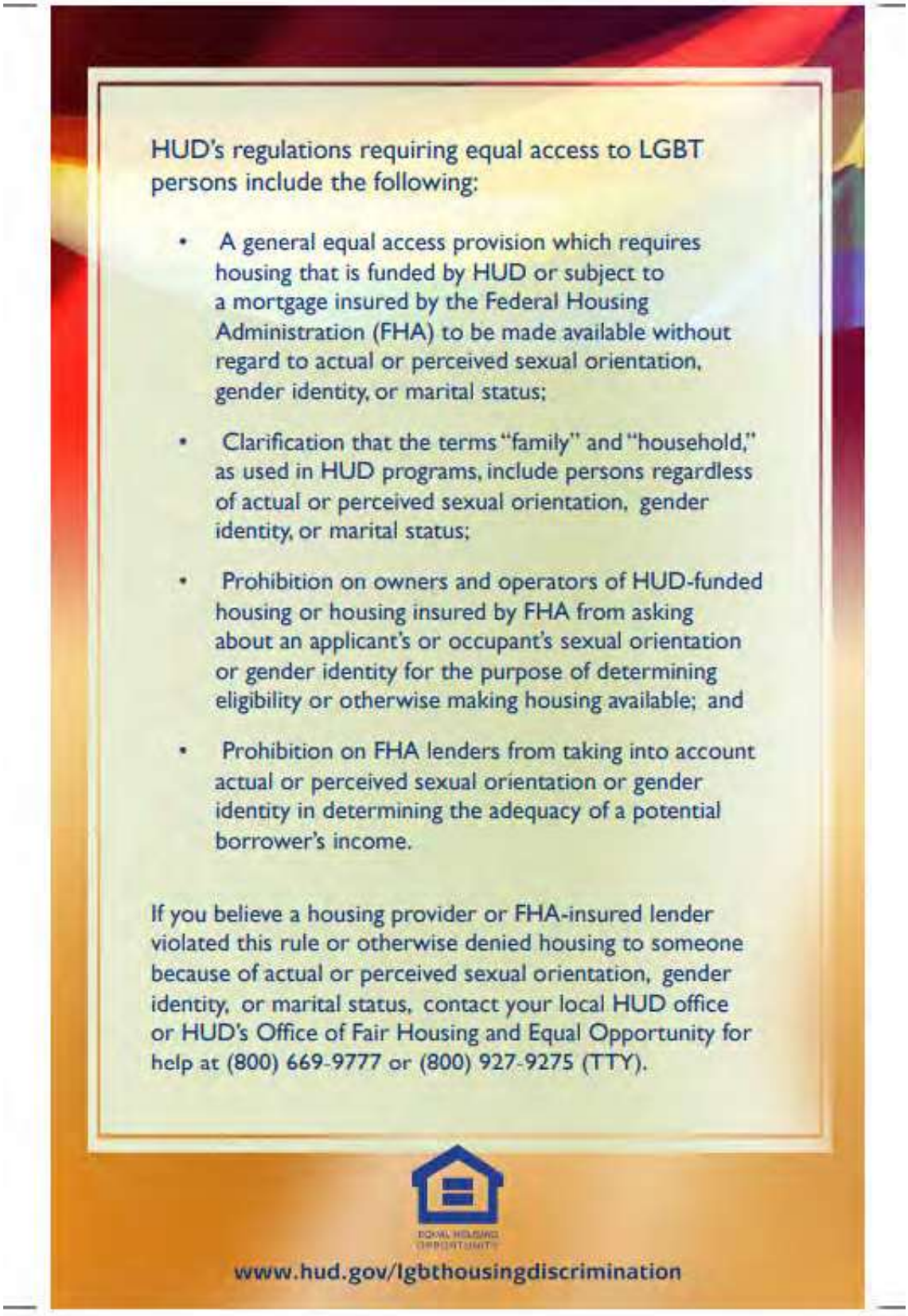


This link will provide a table with many data elements that can be used and that include data on Language Spoken at Home.

8.10 Appendix C: HUD Equal Access Poster

The most current version of the HUD Equal Access Poster can be found here: hud.gov/program_offices/fair_housing_equal_opp/housing_discrimination_and_persons_identifying_lgbtq




HUD's regulations requiring equal access to LGBT persons include the following:
• A general equal access provision which requires housing that is funded by HUD or subject to a mortgage insured by the Federal Housing Administration (FHA) to be made available without regard to actual or perceived sexual orientation, gender identity, or marital status;
• Clarification that the terms "family" and "household," as used in HUD programs, include persons regardless of actual or perceived sexual orientation, gender identity, or marital status;
• Prohibition on owners and operators of HUD-funded housing or housing insured by FHA from asking about an applicant's or occupant's sexual orientation or gender identity for the purpose of determining eligibility or otherwise making housing available; and
• Prohibition on FHA lenders from taking into account actual or perceived sexual orientation or gender identity in determining the adequacy of a potential borrower's income.
If you believe a housing provider or FHA-insured lender violated this rule or otherwise denied housing to someone because of actual or perceived sexual orientation, gender identity, or marital status, contact your local HUD office or HUD's Office of Fair Housing and Equal Opportunity for help at (800) 669-9777 or (800) 927-9275 (TTY).
www.hud.gov/lgbthousingdiscrimination

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Acquisition and Relocation

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9 Acquisition and Relocation

9.1 Overview

This policy for acquisition and relocation will apply to housing and infrastructure programs that involve the participation of property owners who apply for assistance or acquisition of real property using federal funds. If a property owner who applies to the program has tenants that must move due to Community Development Block Grant Disaster Recovery (CDBG-DR) program activity, the tenants are considered displaced. The displacement may be temporary or permanent depending on the type of recovery activity.

In accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, both displaced residential and nonresidential tenants are afforded rights and protections to minimize permanent and involuntary displacement as the direct result of a federally assisted activity.

To help affected households and businesses and comply with the URA, 49 CFR Part 24, as amended, and the U.S. Department of Housing and Urban Development's (HUD) Handbook 1378, "Tenant Assistance, Relocation and Real Property Acquisition,"[1] (HUD Handbook 1378), Oregon Housing and Community Services (OHCS) has adopted a Residential Anti-Displacement and Relocation Assistance Plan (RARAP) that aligns with the URA.

This chapter includes the policies on relocation assistance required by federal regulations and HUD policies.

This policy will ensure, at a minimum, the following:

- The uniform, fair, and equitable treatment of persons whose real property is involuntarily acquired or who are involuntarily displaced in connection with federally funded projects
- The provision of relocation assistance to displaced persons to lessen the emotional and financial burden of displacement
- The availability of decent, safe, and sanitary (DSS) housing within the displaced person's financial means

[1] A direct link to this resource is available in the Useful Resources section within this chapter: CPD Handbook 1378.0 | HUD.gov / U.S. Department of Housing and Urban Development (HUD).

- The improvement of housing conditions of displaced persons living in substandard housing
- Expedited acquisition by agreement and without pressure

Several federal laws apply to projects assisted in whole or in part with CDBG-DR funds that include any of the following activities:

- Acquisition of real property
- Acquisition of permanent and temporary easements
- Displacement of businesses, farms, nonprofit organizations, and persons living in the project area
- Qualification of personal property owned by someone other than the homeowner as displaced (even if no person is living on the site)
- Demolition or conversion of occupied and/or vacant livable low- to moderate-income (LMI) dwelling units
- Any federally assisted demolition projects
- Housing rehabilitation

This chapter provides an overview of the different guidelines but does not include in-depth information on these subjects. For more information, reach out to your contract administrator.

9.2 Definitions

The terms used in this section have the following meanings, unless indicated otherwise. Other applicable definitions may be found in 49 CFR Part 24 and HUD Handbook 1378 Chapter 5. Effective June 3, 2024, all definitions related to the URA can be found at 49 CFR Part 24.2(a). The terms listed here shall be considered consistent with and applicable when used by subrecipients:

30-Day Notice To Vacate: A letter issued to a tenant with a specific date of at least 30 days in advance to vacate the property. The urgent need provisions described in 49 CFR Part 24.203(c)(4) allows an agency or subrecipient to require an occupant to vacate with less than 90 days' notice. However, an agency may not make up an urgent need. It cannot issue a notice to proceed to a demolition contractor, then use the imminent demolition to substantiate a danger to the tenant's health and safety to reduce the required notice period.

90-Day Notice To Vacate: A letter issued to a tenant with a specific date of at least 90 days in advance to relocate from the property. This letter is required by 49 CFR Part 24.203(c).

Alien Not Lawfully Present in the United States: A foreign national who is not lawfully present in the United States as defined in 8 CFR Part 103.12:

- An alien present in the United States who has not been admitted or paroled into the United States per the Immigration and Nationality Act (8 U.S.C. 1101 et seq.) and whose stay in the United States has not been authorized by the U.S. Attorney General
- An alien who is present in the United States after the period of stay authorized by the U.S. Attorney General ends or who otherwise violates the terms and conditions of admission, parole, or authorization to stay in the United States

Appeal: A written request from a tenant, regardless of form, to review and revise a determination made by any OHCS program.

Applicant: Any individual who submits an application for assistance to CDBG-DR programs.

Appraisal: An independent and impartial written statement by a qualified appraiser. It states a defined value for a well-described property as of a specific date. It is supported by the relevant market data and analysis.

Base Monthly Rent: Average monthly cost for rent and utilities at the displacement dwelling before displacement, as determined by the agency. If a tenant pays little or no rent, the fair market rent becomes the base, unless this causes a hardship.

Business: Any lawful activity (except a farm operation) that is conducted:

- Primarily for the purchase, sale, lease, and/or rental of personal and/or real property, and/or any other personal property
- Primarily for the sale of services to the public
- Primarily for outdoor advertising display purposes that must be moved
- By a nonprofit organization that has proven its nonprofit status under applicable state law

Citizen: Citizens of the United States and noncitizen nationals.

Community Development Block Grant Disaster Recovery (CDBG-DR): A federal program administered by HUD that provides grant funds to local and state governments to assist with eligible recovery efforts after a natural disaster. This may include homeowner and rental repairs and elevations, acquisition or buyout of damaged or at-risk properties, and infrastructure repairs.

Comparable Replacement Dwelling: An unsubsidized unit available on the private market and within the financial means of the displaced person.

Decent, Safe, and Sanitary Dwelling (DSS): A dwelling that meets the strictest local housing and occupancy code, federal agency regulations, or the agency's regulations or written policy. The dwelling shall:

- Be structurally sound, weather tight, and in good repair.
- Have a safe electrical wiring system adequate for lighting and other divides.
- Have a heating system capable of sustaining a healthful temperature of approximately 70 degrees for a displaced person.
- Have adequate living space for the displaced person and their needs. Occupancy of sleeping rooms must not exceed local, state, or federal housing code regulations.
- Have a separate, well-lit, and ventilated bathroom that provides privacy to the user. It must include a sink, bathtub, or shower stall and a toilet in good working order and properly connected to the suitable water sources and a sewage drainage system.
- Have safe, clear open space exits at ground level.
- Be free of any barriers that would prevent reasonable entrance or exit or use of the dwelling by displaced person with a disability.

Displaced Person: Any person, family, individual, business, or nonprofit organization who moves from real property or moves personal property from real property. This action is a direct result of an acquisition, rehabilitation, or demolition by a federally assisted program.

- As a direct result of a written notice of intent to acquire the initiation of negotiations for, or the acquisition of such real property in whole or in part for a project.
- As a direct result of rehabilitation or demolition for a project.
- As a direct result of a written notice of intent to acquire, or the acquisition, rehabilitation or demolition of, in whole or in part, other real property on which the person conducts a business or farm operation, for a project. However, eligibility for such person under this paragraph applies only for purposes of obtaining relocation assistance advisory services under 49 CFR Part 24.205(c) and moving expenses under 49 CFR Parts 24.301–303.

This includes a person who occupies the real property prior to its acquisition but who does not meet the length of occupancy requirements of the URA as described at 49 CFR Parts 24.401(a) and 24.402(a):

Persons Required To Move Temporarily: A person, or their property, must move from the real property due to the project but is not required to relocate permanently. Such determination will be made by the agency in accordance with any requirement, policy, or guidance established by the federal agency funding the project (see Appendix A to 49 CFR Part 24.2(a)). All the benefits for persons who must move on a temporary basis are described in 49 CFR Part 24.202(a).

Voluntary acquisitions. A tenant who moves as a direct result of a voluntary acquisition as described in 49 CFR Parts 24.101(b)(1)–(3) is eligible for relocation assistance. This applies when there is a binding written agreement between the agency and the owner that obligates the agency, without further election. Federal funding agencies should develop binding policies for agreements used in their programs or projects. They should trigger eligibility for tenants as displaced persons.

This does not include options to purchase and conditional purchase and sale agreements within paragraph (iii) until all conditions to the agency's obligation to purchase the real property have been satisfied.

The agency may find that a tenant who moves before a binding agreement is eligible for relocation assistance once a binding agreement exists. This allows for the establishment of eligibility (see Appendix A to 49 CFR Part 24.2(a)).

Persons not displaced. The following is a nonexclusive listing of persons who do not qualify as displaced persons under this part:

- A person who moves before the start of negotiations (see 49 CFR Part 24.403(d)), unless the agency decides that the person was displaced as a direct result of the program or project.
- A person who initially occupies the property after the date of its acquisition for the project.
- A person who has occupied the property to obtain assistance under the URA.
- An owner-occupant who moves because of an acquisition of real property as described in 49 CFR Part 24.101(a)(2) or (b)(1) or (2), or because of the rehabilitation or demolition of the real property. However, the tenant displacement due to any acquisition, rehabilitation, or demolition for a federal or federally assisted project is subject to this part.
- A person whom the agency determines is not displaced because of a partial acquisition.

- A person who, after receiving a notice of relocation eligibility, is notified in writing that they will not be displaced for a project. This notification is only issued if the person has not moved. Otherwise, the agency must reimburse the person for expenses incurred while under a binding relocation contract entered into after the effective date of the notice of relocation eligibility.
- An owner-occupant who conveys their property, as described in 49 CFR Part 24.101(a)(2), (b)(1), or (2), after receiving written notice that an agreement cannot be reached on the property's sale, the agency will not acquire the property. However, any tenant displacement is subject to the regulations in this part.
- A person who has the right to use and occupy real property for life following its acquisition by the agency.
- An owner who has the right to use and occupy real property for a fixed term after its acquisition by the Department of the Interior under Public Law 93-477, Appropriations for National Park System, or Public Law 93-303, Land and Water Conservation Fund. The exception is if the owner is still a displaced person for purposes of 49 CFR Part 24 Subpart D.
- A person who is determined to be in unlawful occupancy prior to or after the start of negotiations, or a person who has been evicted for cause, as provided for in 49 CFR Part 24.206. However, they may receive advisory assistance to help the project.
- A person who is not lawfully present in the United States and who has been determined to be ineligible for relocation assistance in accordance with 49 CFR Part 24.208.
- Temporary, daily, or emergency shelter occupants are in most cases not considered displaced persons. Agencies can name a shelter occupant as displaced based on a long stay or other special conditions. Agencies should provide advisory assistance to all occupants at the start of negotiations.

Disability: A physical or mental impairment that substantially limits one or more major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment. For the CDBG-DR program, "disability" has the same meaning as federal law under the Social Security Act, as amended; 42 U.S.C. 423(d); the Americans with Disabilities Act of 1990, as amended; 42 U.S.C. 12102(1)–(3); and in accordance with HUD regulations at 24 CFR Parts 5.403 and 891.505.

Dwelling: The place of permanent or customary and usual residence of a person, according to local custom or law, including a single-family house, a single-family unit in a two-family house, multifamily or multipurpose property, a unit of a condominium or

cooperative housing project, a non-housekeeping unit, a manufactured housing unit (or mobile home), or any other residential unit.

Easement: The right of one property owner to use of the land of another owner for a limited purpose (e.g., permanent easement or temporary construction easement).

Economic Displacement: If rents are increased after the CDBG-DR project is complete and the new rent exceeds 30% of the tenant's gross monthly income, they would be considered "economically displaced." Generally, an increase in rent within the first year of the project is seen as related to the federally funded project and may trigger "economic displacement" benefits.

Fair Market Rent (FMR): Determines standard payment amounts for HUD rental assistance programs. They include the shelter rent plus all utilities and are used to determine similar units for replacement housing payments in the URA.

General Information Notice (GIN): This required notice, under 49 CFR Part 24.203(a), informs potentially displaced individuals that they may be displaced and that they should not move. It covers general URA requirements and rights.

Head of Household: The adult head of the household whose income determines eligibility, rent, or participation in CDBG-DR programs as outlined in 24 CFR Part 5.504.

Household: All persons occupying the same housing unit, regardless of their age or relationship to each other. Once a tenant is eligible for temporary or permanent relocation assistance, all persons who live in the household must be identified so that proper relocation resources and assistance can be provided.

HUD Housing Quality Standards (HQS): HUD's housing quality standard as defined by 24 CFR Part 982.401.

Initiation of Negotiations (ION) Date: The trigger to issue the Notice of Eligibility for Relocation Assistance ("NORE") or Notice of Non-Displacement ("NND").

Landlord: A person or organization that owns and leases apartments, building space, buildings, or land to others.

Limited English Proficiency (LEP): Persons who do not speak English as their primary language or who have a limited ability to speak, read, write, or understand English because it is not their primary language.

Mobile Home or Manufactured Housing Unit (MHU): A dwelling unit composed of one or more components substantially assembled in a manufacturing plant and transported to a building site on its own chassis for placement on a supporting structure. An MHU is built

in accordance with the standards established in HUD's building code for manufactured housing. An MHU is not built in accordance with the standards established in the state and local building codes that are applicable to site-built homes. The term "mobile home" may be used interchangeably with an MHU. However, the manual generally uses the term MHU to refer to both types of housing.

Modular Home: A dwelling unit composed of two or more components substantially assembled in a manufacturing plant and transported to a building site by truck for final assemble on a permanent foundation. A modular home must be built in accordance with the standards established in the state and local building codes that are applicable to site-built homes. Modular homes do not include mobile homes.

Notice of Intent To Acquire, Rehabilitate, and/or Demolish (NOI): An agency's written communication to a person to be displaced, either permanently or temporarily, which clearly states the agency's intent to acquire, rehabilitate, and/or demolish the property. The notice establishes eligibility for relocation assistance prior to the invitation of negotiations and/or prior to the commitment of federal financial assistance to the activity.

Notice of Relocation Eligibility (NORE): A notice that must be issued promptly after a written notice of intent. It must describe the available relocation assistance, the estimated amount of assistance based on the displaced person's circumstances and needs, and how to get assistance. This notice must be specific to the person and their situation so that they will have a clear understanding of the type, amount, and number of payments and/or any other assistance they may claim.

Notice of Non-Displacement (NND): A notice provided to persons who will not be permanently displaced for a HUD-assisted project. Such persons may have to move to another unit within the project or move temporarily while the property is rehabilitated. The terms of the move must be reasonable, and costs for the move must be covered by the project. This notice is not required by the URA. HUD policy requires that this notice is used to inform persons within the project who will not be permanently displaced but who may be impacted because of the project. A person who will not be displaced by the project may choose to leave the project site. However, if an accurate and timely Notice of Non-Displacement was provided before they moved, they are presumed ineligible for relocation payments.

Not Suitable for Rehabilitation: OHCS defines a residential property as "not suitable for rehabilitation" if any of these conditions apply:

- The property is declared a total loss.
- Repairs exceed 50% of the cost of reconstruction.

- Repairs exceed $50,000.
- Homes cannot be rehabilitated or reconstructed in place under existing agency policies and award caps due to legal, engineering, or environmental constraints, such as permitting, extraordinary site conditions, or historic preservation.

Power of Attorney (POA): An authorization to act on someone else's behalf in a legal or business matter.

Program or Project: The term "project" means any activity or series of activities undertaken with federal financial assistance received or expected in any phase. When federal financial assistance is used for any activity or in any phase of a project, planned or intended, and the activities are determined to be interdependent, the statutory and regulatory requirements of the URA and the specific HUD funding source(s) are applicable. Interdependence is best determined by whether one activity would be done if not for another. As a result, any activity "in connection with" a federally funded project can be subject to all regulations of that funding source even though the activity may not be directly funded by that source. HUD "projects" are defined according to program rules.

Reconstruction: Demolition and rebuilding of a housing unit on the same lot in substantially the same footprint and manner.

Rehabilitation: Repair or restoration of housing units in the disaster-impacted areas to applicable construction codes and standards.

Reasonable Accommodation: In certain circumstances, displaced households need reasonable accommodation to benefit from temporary or permanent relocation activities in conjunction with housing assistance programs. Displaced households who need reasonable accommodation should notify their housing program staff immediately. All forms, written materials, and verbal messages used to communicate with displaced households are made available in the household's primary language, should the household indicate that they have a limited English proficiency (LEP).

Replacement Unit: The unit the person moves into and may or may not be one of the units provided as comparable to a permanent unit.

Review Appraisal: A qualified professional meets the requirements of a review appraiser as determined by OHCS and required in 49 CFR Part 24.103(d)(1). They review and ensure that all appraisals of property for the buyout programs meet professional standards.

Section 104(d): A section of the Housing and Community Development Act of 1974, as amended (HCDA), (Pub. L. 93-383, 42 U.S. C. 5301 et seq.), and the implementing regulations at 24 CFR Part 42, that requires a residential anti-displacement and relocation assistance plan. It must provide:

- One-for-one replacement of occupied and vacant livable LMI income dwelling units demolished or converted to another use in connection with a development project. The project must be assisted under 24 CFR Parts 570 and 92.
- Relocation assistance for all LMI persons who occupied housing that is demolished or converted to a use other than for LMI housing.

Note: Section 104(d) has been modified under the Consolidated Notice, and those modifications are detailed in section 104(d) section of this document.

Tenant: A person who has the temporary use and occupancy of property owned by another (24 CFR Part 24.2(a)).

Tenancy: A situation where one individual leases real property to another.

The Uniform Relocation Act (URA): Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA, Uniform Act, or Uniform Relocation Act), (Pub. L. 91-646, 42 U.S.C. 4601 et seq.), and the government wide implementing regulations found at 49 CFR Part 24.

U.S. Department of Housing and Urban Development (HUD): The federal department for fair housing and housing assistance programs such as CDBG-DR program funds. HUD administers, monitors, and distributes funds to grantees.

9.3 Applicable Regulations

There are three major types of requirements that cover acquisition and relocation activities in CDBG-DR programs:

1. The URA regulations, effective June 03, 2024, implementing the URA, as amended at 49 CFR Part 24: ecfr.gov/current/title-49/subtitle-A/part-24
2. Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a): ecfr.gov/current/title-24/section-570.496
3. 24 CFR Part 570.606 of the CDBG regulations, which requires compliance with the regulations listed above: ecfr.gov/current/title-24/section-570.606

Additional regulations specific to the CDBG-DR funding and Public Law 117-43 provide further requirements and waivers on the HUD website located at hud.gov/program_offices/comm_planning/cdbg-dr/regulations#2020.

9.3.1 HUD Acquisition and Relocation Guidance

HUD Handbook 1378, Tenant Assistance, Relocation and Real Property Acquisition, change 15, issued July 31, 2019, and the U.S. Department of Transportation regulation located at 49 CFR Part 24 updated June 3, 2024, provide the information necessary to address any type of acquisition and contain detailed guidance on HUD's URA requirements. The handbook and all sample guide forms are located at hud.gov/program_offices/administration/hudclips/handbooks/cpd/13780.

9.4 Waivers, Modifications, and Alternative Requirements per the Consolidated Notice

9.4.1 Section 414 of the Stafford Act

This section allows persons eligible for replacement housing payment under the URA to continue to be eligible for funds if they cannot meet occupancy requirements because of a presidentially declared disaster. This requirement has been waived by the Consolidated Notice to apply to the CDBG-DR activities funded within one year after the disaster declaration date. To determine if Section 414 is waived, the earliest of the following dates is the point in which a project is considered funded by the:

- Date of an approved Request for Release of Funds and Certification;
- Date of Completion of the site-specific environmental review when a program uses tier reviews; or
- Date of sign off by an approving official when a project is converted to exempt under 24 CFR Part 58.31(a)(12)

All CDBG-DR activities for the 2020 Labor Day Disasters should be funded more than a year after the latest applicable disaster, and Section 414 requirement is waived.

9.4.2 Section 104(d)

HUD has provided the following alternative requirements for section 104(d) compliance for the use of CDBG–DR funds allocated under the Consolidated Notice.

Term for Rental Assistance Payments: Section 104(d) typically extends housing replacement assistance from the standard 42 months under URA to 60 months for households determined to be LMI. This 60-month requirement for LMI households is waived in the Consolidated Notice and reduced to the standard 42-month URA requirement.

Applicability of One-for-One Replacement: The section 104(d) one-for-one replacement housing requirements apply to occupied and vacant livable lower-income dwelling units demolished or converted in connection with an activity assisted by CDBG-DR. This waiver exempts all disaster-damaged, owner-occupied lower-income dwelling units that meet the grantee's definition of "not suitable for rehabilitation" from the one-for-one replacement housing requirements of 24 CFR Part 42.375. Before carrying out activities that may be subject to the one-for-one replacement housing requirements, the subrecipient must define "not suitable for rehabilitation" in its policies and procedures governing these activities. More information can be found later in the chapter on rental units.

9.5 Acquisition

The CDBG-DR Consolidated Notice allows for two types of acquisition with CDBG-DR funds. Acquisition for redevelopment allows subrecipients to purchase real property for eligible activities for CDBG-DR and redevelop them. A buyout acquisition is the purchase of real property to reduce future risk of property damage by demolishing all structures on the property and leaving it as open space or to be used for flood mitigation purposes. Please review the Action Plan for any potential inclusion of funds to be used for buyout acquisition projects.

The following general requirements apply to both forms of acquisition under CDBG-DR. Additionally, URA requirements apply equally to both forms of acquisition. For the purposes of this chapter, "property to be acquired" refers to any kind of permanent interest such as fee simple title, land contracts, permanent easements, long-term leases (50 years or more), and rights-of-way. Temporary easements are also subject to all the same rules as other forms of acquisition unless the temporary easement exclusively benefits the property owner. Subrecipients should also be aware that all methods of acquisition (e.g., purchase, donation, or partial donation) are covered by the URA.

Acquisition rules must be followed whenever:

- The subrecipient undertakes the purchase of property directly.
- The subrecipient hires an agent, private developer, or other URA representative to act on their behalf.
- The subrecipient provides a nonprofit or for-profit entity organization with funds to purchase a property.

Subrecipients must also adhere to environmental review requirements as they relate to acquisition, including the requirements regarding options and conditional contracts pending environmental clearance.

9.6 Voluntary Versus Involuntary Acquisition

The URA regulations at 49 CFR Part 24 Subpart B state the real property acquisition requirements for federal and federally assisted programs and projects under the URA. The URA regulations have different requirements for acquisitions of a voluntary nature and for acquisitions under threat or use of eminent domain or condemnation.

9.6.1 Voluntary

Voluntary acquisitions are transactions with no threat or use of eminent domain meeting the criteria stated in 49 CFR Part 24.101(b)(1) through 33.

An acquisition will be considered "voluntary" when all the following conditions in paragraphs (b)(1)(i) through (iv) are met:

- No specific site or property needs to be acquired, although the agency may limit its search for alternative sites to a general geographic area. Where an agency wishes to purchase more than one site within a general geographic area on this basis, all owners are to be treated similarly (see Appendix A, 49 CFR Part 24.101(b)(1)(iii)).
- The property to be acquired is not part of an intended, planned, or designated project area where all or substantially all the property within the area is to be acquired within specific time limits.
- The agency will not acquire the property if negotiations do not result in an amicable agreement, and the owner is so informed in writing.
- The agency will inform the owner in writing of what it believes to be the market value of the property.

9.6.2 Involuntary

Involuntary acquisitions occur when the acquisition is subject to threat or use of eminent domain. Under the URA, voluntary acquisitions that satisfy the requirements of 49 CFR 24.101(b)(1)–(33) are not subject to the acquisition requirements of 49 CFR Part 24 Subpart B. A common misconception is that a "willing seller" or "amicable agreement" means a transaction is "voluntary." This is not necessarily true under the URA, and the applicable requirements of involuntary acquisition of real property must be satisfied for purposes of the URA.

URA requirements for voluntary acquisitions and involuntary acquisitions differ significantly for property owners. While there are protections for property owners in both circumstances, only involuntary acquisitions trigger both the acquisition and housing replacement requirements for displaced homeowners.

9.6.2.1 Fair Market Value

The current fair market value (FMV) should be paid for the property to be acquired. The FMV for properties that are involuntarily acquired and are subject to 49 CFR Part 24 Subpart B cannot exceed the value as determined by a professional appraiser unless there is clear evidence the acquisition will:

- Go to eminent domain proceedings
- Raise the cost above FMV/negotiated price with the cost of completing eminent domain proceeding

This MUST be clearly documented and should be a rarity.

9.6.2.2 Eminent Domain

HUD prohibits the use of HUD funds for eminent domain-related activities that do not result in a public purpose. Therefore, CDBG-DR funds cannot be used for an eminent domain acquisition unless the final use of the property will serve the public interest.

9.6.2.2.1 Eminent Domain Purchases From the Federal Government

If an agency does not have the authority to acquire property from the federal government through condemnation, the acquisition will meet the requirements of 49 CFR Part 24.101(b)(3). In accordance with this regulation, if the agency wanting to acquire the property from the federal agency does not have authority to acquire through condemnation, such acquisition is not subject to URA basic acquisition policies. Unlike voluntary acquisitions from a private party under 24.101(b)(2), there are also no seller notification requirements.

9.6.3 Basic Project Development Concepts

When developing your project, here are some basic concepts to keep in mind:

- “Buy vacant” for projects funded by CDBG-DR because relocation requirements are complicated and expensive.
- If there is going to be a relocation during the project, the subrecipient must have a “relocation plan” in place.

- One-for-one replacement does not necessarily have a time limit; replacement depends on whether the property meets the alternative section 104(d) requirements and is vacant/occupiable (i.e., suitable for rehabilitation).

9.7 Acquisition Requirements

URA applies to acquisition of a fee simple title; acquisition of fee title that is subject to retention of a life estate or a life use; acquisition by leasing where the lease term, including option(s) for extension, is 15 years or more; and the acquisition of easements.

Handbook 1378 includes an Acquisition Checklist (hud.gov) and General Acquisition Process (hud.gov) for grant recipients to use in adhering to these complicated requirements.

Prior to commencement (notices mailed to property owners), considered by the subrecipient to be "voluntary," each acquisition must receive concurrence from OHCS that the acquisition is voluntary and "not subject to" the requirements of Subpart B of the URA.

9.7.1 Initiation of Negotiations

To assist subrecipients to comply with URA acquisition requirements, some sample initial notices and agreements with property owners regarding proposed acquisition are attached. These include:

- Voluntary Acquisition-Informational Notice-Agency With Eminent Domain Authority (hud.gov)
- Involuntary Acquisition With Threat/Use of Eminent Doman (hud.gov)
- When A Public Agency Acquires Your Property Brochure.DOC (live.com)

The recipient's file must state the way this notice was delivered (e.g., personally served or certified mail return receipt requested) and the date of delivery. If the letter was personally served, it is necessary to obtain a written receipt of delivery from the property owner at the time of delivery.

The state can also provide information booklets, sample notices, and other materials to assist subrecipients.

9.7.2 Appraisal Requirements

In most cases, the URA requires the subrecipient to obtain an independent appraisal of the property, permanent easement, or temporary construction easement prior to negotiating a

sale with the property owner. Independent appraisals are necessary as documentation that acquisition costs are "reasonable and necessary" per federal regulations.

An exception to this requirement, known as the "Low Value Waiver," may be allowed for small, uncomplicated acquisitions with a FMV less than $15,000. This waiver may be available for properties up to $50,000 with prior written approval by OHCS.

An appraisal is not needed for voluntary transactions. However, the subrecipient must have on file evidence of how the FMV of the property was determined by a qualified person knowledgeable in land/property valuation.

An appraisal is needed for involuntary purchases. It is also required that the homeowner, or the owner's designated representative, has an opportunity to be present during the appraisal process. If the property owner elects to have the subrecipient appraise the property, the subrecipient must obtain an appraisal and may not use the waiver valuation approach. When an appraisal is waived by a property owner for an involuntary transaction that is subject to Subpart B of the URA, the subrecipient must have on file a waiver valuation.

All appraisals must meet the minimum appraisal requirements of the URA. The URA requires an appraisal to be current; this means no more than 1 year or 12 months old at the time the offer of just compensation is made. Exhibit 7C of the URA includes a Guide to Preparing an Appraisal Scope of Work that can be used in meeting these requirements. Exhibit 7D includes a draft Agreement for Appraisal Services that can be used as a guide for entering into agreements with companies providing appraisal services. Exhibit 7E includes a Certificate of Appraiser that can be used for "subject to" acquisitions or other acquisitions where an appraisal is obtained.

Property owners that are subject to involuntary acquisition subject to Subpart B, and a waiver valuation is not used, have the right to accompany the appraiser when the appraisal is conducted on their property. Exhibit 7F includes an example invitation to the property owner, or their designated representative to accompany the appraiser.

Once the appraisal is done, a review of the appraisal is necessary to ensure that it meets applicable appraisal standards and requirements. The review appraiser needs to determine that the appraiser's documentation, including valuation data and the analyses of that data, demonstrates the soundness of the appraiser's opinion of value.

9.7.3 Donations

The URA applies to donations. Subrecipients must not accept or negotiate donations of real property or easements unless the specific provisions of the URA are followed. Donated

property does not have to be appraised if the requirements of the URA are met (see 49 CFR Part 24.102(c)(2)(i)).

9.7.4 Purchase Options, Sales, Agreements, and Other Agreements

Federal acquisition rules must be followed prior to negotiating permanent easements, purchase options, sales agreements, or donation agreements. In cases where there is an existing option to purchase property for a project, all disclosures must be made to the property owner prior to exercising the option. When an option is exercised, a contract of sale is entered. An "earnest money agreement" is not an option to purchase.

To assist subrecipients to comply with tenant access notification requirements, use of tenant access clauses in purchase options is recommended. This clause requires the property owner to allow the tenant access for the purpose of obtaining information and issuing notices.

9.7.5 Environmental Review Requirements

The subrecipient cannot enter any legal binding commitment to a particular site before the environmental review is complete and an issuance of the Release of Funds (ROF) has been received from OHCS. Refer to Chapter 3 for more information on the Environmental Review Process. However, an option agreement on a particular proposed site or property is allowable prior to completion of the environmental review if the option agreement is subject to a determination by the subrecipient of the desirability of the property for the project as a result of the completion of the environmental review, issuance of the ROF by the state, and the cost of the option is a nominal portion of the purchase price. Refer to Chapter 3 for more details.

9.7.6 Insurance Requirements

Recipients and subrecipients must at a minimum provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the recipient or subrecipient, respectively. Federally owned property need not be insured unless required by the terms and conditions of the federal award consistent with 2 CFR Part 200.310.

Recipients should familiarize themselves with all applicable regulations and work with their OHCS contract administrator to ensure that all requirements are met.

9.8 Section 104(d)

9.8.1 Alignment With the URA for CDBG-DR

Activities and projects undertaken with CDBG–DR funds may be subject to the URA, section 104(d) of the HCDA (42 U.S.C. 5304(d)), and CDBG-DR program requirements related to displacement, relocation, acquisition, and replacement of housing, except as modified by waivers and alternative requirements provided in the Consolidated Notice. HUD is waiving or providing alternative requirements in this section to promote the availability of DSS housing with respect to the use of CDBG–DR funds allocated under the Consolidated Notice.

9.8.2 Section 104(d) One-For-One Replacement Requirements for CDBG-DR

Section 104(d) requirements of the HCDA generally include:

- One-for-one replacement of all occupied and vacant occupiable LMI dwelling units that are demolished or converted to a use other than LMI permanent housing in connection with an activity assisted under the HCDA.

In accordance with the Consolidated Notice, some components of the section 104(d) requirements have been waived:

- This waiver exempts all disaster-damaged owner-occupied or occupiable lower-income dwelling units that meet the grantee's definition of "not suitable for rehabilitation" from the one-for-one replacement housing requirements of 24 CFR Part 42.375.

9.8.3 Not Suitable for Rehabilitation

OHCS defines a residential property as "not suitable for rehabilitation" if any of these conditions apply:

- The property is declared a total loss.
- Repairs would exceed 50% of the cost of reconstruction.
- Repairs exceed $50,000.
- Homes cannot be rehabilitated or reconstructed in place under existing agency policies and award caps due to legal, engineering, or environmental constraints, such as permitting, extraordinary site conditions, or historic preservation.

9.8.4 Section 104(d) Resources

Contact an OHCS contract administrator for the applicable federal regulations and assistance if your project involves demolition or conversion of housing units.

9.8.5 Section 104(d) Checklist

Relocation Assistance: The requirements for section 104(d) that pertain to tenant assistance are waived in accordance with the Consolidated Notice. Under the notice, LMI persons and households who reside in a unit that is subject to replacement will only receive 42 months of benefits as persons and households under the URA, and not the 60 months for projects not tied to disaster recovery. To determine if the section 104(d) waiver applies, use the following checklist:

1. Are CDBG-DR funds used in the project?
2. If yes, the Consolidated Notice waiver will apply.

One-for-One Replacement: To determine if the unit is subject to one-for-one replacement use the following checklists:

1. Are CDBG-DR funds in the project?
2. Was the residential property substantially damaged by the disaster and meets the definition of "not suitable for rehabilitation"?
3. Will the unit be demolished or converted to another use?
4. If the answers to 1–3 above were all "yes," then the unit **does not** need to be replaced per the Consolidated Notice waiver.

If the residential dwelling does not meet the three criteria above, the following checklist will need to be applied to determine if one-for-one replacement is needed.

1. Are CDBG-DR funds in the project?
2. Is the unit occupied or a vacant-livable lower-income dwelling?
   Note: Vacant Occupiable: The unit is standard, vacant, and suitable for rehab or dilapidated but has been occupied within the last three months.
3. Will the unit be demolished or converted to another use?
4. If answers to 1–3 above were all yes, then the unit must be replaced.

24 CFR Part 42.375(b)(2) requires one-for-one replacement. This means a duplex with two one-bedroom/one-bathroom units cannot be replaced by a single-family dwelling containing three bedrooms and two bathrooms. The duplex must be replaced by a like

duplex of two units containing one bedroom/one bathroom each or two similar sized one-bedroom units within a larger complex.

9.9 URA Requirements

In accordance with the provisions of the URA a displaced person is an individual, family, partnership, association, corporation, nonprofit or organization that moves either temporarily or permanently from their home, business, or farm, or moves their personal property, as a direct result of the acquisition, demolition, or rehabilitation of real property for a CDBG-DR project. Displaced persons are eligible for relocation assistance under the URA.

HUD has developed several brochures for people who are eligible for relocation assistance. All are available online at the HUD. They are:

- Relocation Assistance to Tenants Displaced From Their Homes (HUD 1042-CPD)
- Relocation Assistance to Displaced Businesses, Nonprofit Organizations, and Farms (HUD 1043-CPD)
- Relocation Assistance to Displaced Homeowner Occupants (HUD 1044-CPD)

The URA relocation requirements are triggered when persons are displaced by a federally funded action. For example, anytime eminent domain is used to acquire a property that is owner-occupied, it is always considered a permanent displacement and the owner is entitled to relocation benefits. Similarly, anytime a tenant is displaced by an activity, even if the activity is to repair the tenant's unit, the tenant is considered displaced, even though it is for a temporary period, which cannot exceed one year.

The requirements for relocation assistance and advisory services under the URA do not apply when the property owner agrees or applies for the federally funded action (e.g., acquisition, rehabilitation, or reconstruction) that requires them to move permanently or temporarily from their property. This does not trigger the URA requirements because the property owner voluntarily applied for a program, unlike a tenant who does not own the property. What if a project proponent already started a project?

URA acquisition rules apply any time an acquiring entity:

- Undertakes the purchase of property directly
- Provides a nonprofit or for-profit entity with funds to purchase the property
- Hires an agent or consultant to act on its behalf in acquisition

- Undertakes acquisition on or after a CDBG-DR application submission date unless the acquiring entity demonstrates that the acquisition was unrelated to the proposed activity
- Undertakes an acquisition before the application submission date and the acquisition was intended to support a subsequent CDBG-DR activity

If a project proponent already started a project, the URA is not triggered if they are not receiving CDBG-DR or other federal assistance. However, if they are going to need CDBG-DR assistance, OHCS needs to ensure that the acquisition activities of the subrecipient conform with the URA requirements.

If CDBG-DR assistance is used for any part or phase of the project, the URA must be followed, even if local or other non-Community Development Block Grant funds are used to pay the acquisition costs.

9.10 Displacement

9.10.1 Residential Anti-Displacement and Relocation Assistance Plan

All subrecipients are required to follow the Oregon RARAP. If needed, reach out to OHCS for a copy of the plan.

9.10.2 Permanent Versus Temporary Relocation

Tenants and homeowners can be permanently or temporarily displaced depending on the type of activity that is displacing the tenant or homeowner and the length of time they will be out of the property.

A displaced person will be considered permanently displaced if the property that the tenant or homeowner occupies becomes unavailable through an action funded in whole or in part with federal funds. If the tenant or homeowner must leave the property for a temporary amount of time (e.g., less than a year) and the tenant can return to the property after the federal activity ends, the tenant would be considered temporarily displaced. URA advisory services and moving expenses are the same whether persons are permanently or temporarily displaced.

Permanent Relocation	Temporary Relocation
• Relocation advisory services • Rental assistance differential for 42 months or down payment assistance to purchase home if residential tenant • Re-establishment cost if nonresidential • Moving expenses	• Relocation advisory services • Rental assistance differential for up to 12 months • Moving expenses from residence to new temporary residence • Storage while temporarily displaced • Moving expenses to move back to original unit

Note: If the tenant or homeowner is not able to return to their unit or another appropriate, affordable unit at the site within 12 months, they are considered permanently displaced and eligible for relocation assistance and advisory services as defined by the URA. In this circumstance, the tenant or homeowner will be contacted by the OHCS relocation specialist, and a revised NORE will be issued, including the additional amount of 42 months of assistance that will be received.

9.10.3 Optional Relocation

OHCS may permit subrecipients to provide optional relocation assistance (ORA) services in accordance with 24 CFR Part 570.606(d) for persons displaced by CDBG-DR activities that do not qualify for assistance under the URA. Specifically, homeowners who have voluntarily agreed to participate in a program that will displace them either on a temporary or permanent basis who are not eligible to receive relocation assistance under the URA but may be provided moving or relocation assistance under an ORA plan.

Per the CDBG-DR allocation notice, the regulations at 24 CFR Part 570.606(d) are waived to the extent that they require optional relocation policies to be established at the state level. This waiver makes clear that grantees receiving CDBG-DR funds may establish optional relocation policies or permit their subrecipients to establish separate optional relocation policies.

The optional relocation policy must be in writing and:

- Be available to the public.
- Describe the relocation assistance that the subrecipient has determined to provide.
- Provide equal relocation assistance within each class of displaced persons according to 24 CFR Part 570.606(d).

The Optional Relocation Plan must be reviewed and approved by OHCS prior to implementation.

9.10.4 Tenant Notices

All occupants of property that will be acquired, rehabilitated, or demolished due to a CDBG-DR project must receive timely notices about their rights under the URA. The notices include:

General Information Notices (GIN): Informs the occupant(s) of a possible project and includes the appropriate HUD booklet. In this case, it would be "Relocation Assistance to Tenants Displaced From Their Homes" (HUD booklet 1042-CPD). This notice must be issued as soon as possible after it has been determined that CDBG-DR funds are intended to be used for the project.

Note on Unfound Displaced Tenants: If the tenants who were issued a GIN vacated for personal reasons before the initiation of negotiations (ION) (i.e., the date the CDBG-DR grant agreement is fully executed between the recipient and the state) **they do not qualify as displaced**. GINs should be issued as soon as possible. Anyone who vacates a property after the subrecipient applies for funds but before receiving a GIN could be considered displaced by the project and be eligible for benefits and assistance under the URA.

If there are unfound displaced tenants that qualify for benefits under the URA, subrecipients must take whatever steps are necessary to remedy oversights.[2] Subrecipients must take all corrective actions necessary to comply with the URA. OHCS recommends one of the two following potential paths:

1. Agency properly provided the GIN that advised the tenant not to move and used all reasonable procedures to locate the tenant(s): The regulations allow the tenant(s) 18 months to file a claim for URA benefits. The deadline may need to be waived if there are extenuating circumstances.
3. Agency did not properly provide GIN: The tenant(s) now have extenuating circumstances and can file a request to indefinitely extend the 18-month window to file a claim for URA benefits.

If the tenant(s) files a valid claim for benefits, they must be paid.

[2] Common oversights that require remedy include inadequate replacement housing, failure to provide notices, advisory services, and underpayments.

Notice of Eligibility (NOE): Informs occupants that they will be displaced and are eligible for URA benefits. This includes levels of assistance to be provided under URA rules.

90-Day Notice To Vacate: This is a letter issued to a tenant, at least 90 days in advance. It informs the tenant of the date by which they must relocate from the property.

9.11 Intake and Eligibility

An intake meeting should be scheduled with all affected displaced owner-occupants or tenants to discuss relocation benefits and eligibility. This meeting gives the owner-occupant or tenant a chance to learn about the process, ask questions, and submit the necessary income verification information. Owner-occupants or tenants should receive a written notification of their eligibility for benefits after displacement is confirmed and after other eligibility items have been confirmed (e.g., living in property before the notice of intent, citizenship/legal residency, or other eligibility criteria). The subrecipient must determine current occupancy and conduct owner-occupant or tenant interviews.

9.11.1 Certify Income and Determine National Objective

In addition to completing eligibility-related documentation, the owner-occupant or tenant household must complete an income certification so that national objective can be determined as LMI benefit or urgent need.

9.11.2 Intake Negotiations

Once eligibility and national objective are determined, the owner-occupant or tenant file stays “on hold” pending the ION. In an acquisition program, this is generally immediately after the contract of sale date (when the buyer and seller have entered into an agreement for the property to be purchased).

9.11.3 Identify Comparable Dwellings

Once an occupant is found eligible for URA relocation assistance, the subrecipient must offer one or more comparable units to the displaced person. The comparable dwellings must be as much like the home from which they are displaced as is possible. This includes matching the size and function, having the same principal features, and having a similar location (e.g., reasonable access to a person’s employment, schools, medical facilities, general neighborhood characteristics). The comparable dwellings must also offer proper environmental conditions and meet DSS and HUD Housing Quality Standards (HQS). The comparable unit must be available for use/occupancy.

Comparable dwellings are compared using HUD Form 40061 (see HUD Handbook 1378, Appendix 12), and a "most comparable dwelling" is chosen based on objective criteria. Benefits are calculated based on the selection of the "most comparable dwelling" and the rent and utilities of the displacement dwelling. Subrecipients must develop a methodology for determining estimated monthly utility costs at the replacement unit when comparing the actual utility costs at the displacement dwelling. The simplest way of doing this is looking at the utility allowance worksheets for local housing authorities or Section 8 agencies.

Note: If looking for comparable units for persons residing in public housing, using a comparable public housing unit is an eligible comparable. However, if the displaced person is not a public housing recipient, they cannot be provided with a public housing replacement unit as a comparable.

9.11.4 Send Notice of Eligibility and 90-Day Notice

NOEs and 90-day notices inform the occupants of the day they must vacate the property. Displaced persons may not be given fewer than 90 days to vacate their residence. However, 90-day notices may not be issued until residential tenants are provided an NOE and referred to available, comparable replacement housing. The subrecipient can combine the NOE and the 90-Day Move Notice into a single notice if the date to vacate is known. If not, the 90-Day Move Notice can be issued separately later.

If, during the project development stage, the subrecipient identifies a potential tenant displacement, they must have documentation that they sent the GIN to the tenant when the grant application is submitted to the state. Use certified mail, return receipt required, or have the tenant sign the notice to acknowledge receipt of the notice.

Tenants who did not receive their notices by the time required may be entitled to additional relocation benefits under federal law.

There are many notices, depending upon the details of the situation. The subrecipient must review the various notices required per HUD Handbook 1378.

Examples of the four most used notices are:

1. General Information Notice for Residential Tenant Not Displaced (hud.gov)
2. General Information Notice for Residential Tenant To Be Displaced (hud.gov)
3. Notice of Non-Displacement to Residential Tenant (hud.gov)
4. Notice of Eligibility for URA Relocation Assistance-Residential Tenant (hud.gov)

If an owner or tenant did not receive the required notices, a complaint can be filed either by contacting the HUD Region X office or by filing a complaint online at hud.gov/fairhousing/fileacomplaint.

9.11.5 Determine Eligibility and Amount of Assistance

Specific instructions for meeting all federal relocation requirements are beyond the scope of this chapter. Subrecipients with projects that may result in any person or business moving, temporarily or permanently, must use HUD Handbook 1378, Tenant Assistance, Relocation and Real Property Acquisition, Change 15, issued July 31, 2019, and Part V of the U.S. Department of Transportation regulation located at 49 CFR Part 24, updated June 3, 2024, and discuss the requirements with the OHCS contract administrator for their project at the beginning of the project.

If the displaced person is found to be eligible for benefits, HUD Forms 40054 and 40058 must be completed. These forms calculate the amount of assistance the tenant will receive. HUD Form 40054 calculates payments for the tenant's moving expenses. HUD Form 40058 establishes required relocation expenses equivalent to 42 months of the tenant's rent increase or 42 months of any monthly rent amount over 30% of the tenant's monthly income. The tenant and an authorized representative of the subrecipient must sign HUD Forms 40054 and 40058 (see HUD Handbook 1378, Appendix 11 and Appendix 14).

The income of the displaced person is not a factor in determining basic eligibility, but it is a factor in calculating the amount of assistance they are required to receive. There is no income cutoff for eligibility for relocation assistance. Anyone who is displaced may be entitled to URA assistance.

9.12 Relocation Advisory Services

In accordance with 49 CFR Part 24.205(c)(2)(ii), programs will provide relocation advisory services to displaced persons. In addition to providing the required notices, the relocation advisor will contact the impacted displaced household(s), schedule an interview, obtain tenant documents, and ensure tenants understand their rights and responsibilities. During this interview, the program will inform the displaced household of advisory services.

These services include:

- Determining the needs and preferences of displaced persons
- Explaining available relocation assistance, such as moving costs and replacement housing, eligibility requirements, and the process for obtaining assistance

- Explaining a tenant's right to appeal if they are not satisfied with program decisions, including written appeal procedures
- Offering transportation to inspect the referred housing
- Providing information about other assistance, such as legal services, financial services, and housing counseling
- Providing information on current and ongoing listings of available comparable dwellings for residential displacements
- Informing the displaced person in writing of the comparable dwelling unit
- Informing the tenant that they do not have to move unless at least one comparable replacement dwelling is made available
- Inspecting the dwelling to determine if it meets DSS requirements
- Providing counseling and other assistance to minimize hardship in adjusting to relocation
- Providing other required and appropriate assistance

URA advisory services and moving expenses are the same whether permanently or temporarily displaced.

9.13 Moving Expenses

Moving expenses must be reasonable and necessary. The displaced person may choose to receive payment for moving expenses by commercial mover, reimbursement of actual expenses, a fixed payment from the Federal Highway Administration, or any combination of the above.

At the date of this publication, the most current residential moving cost schedule can be found at fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm.

Recipients should check the website above to obtain the most current moving cost schedule.

9.14 Relocation Assistance and Payments

The URA provides relocation assistance and payments to eligible persons displaced from their homes, businesses, and farms as a direct result of a federally funded program or project. Residential tenants and owner occupants of 90 days or more that are displaced from their dwellings may be eligible for a replacement housing payment, rental assistance, or down payment assistance.

Information regarding eligibility for this assistance is available at fhwa.dot.gov/real_estate/policy_guidance/low_income_calculations.

If the subrecipient has any questions about the calculation methods or other elements of relocation assistance requirements, they should request technical assistance through their OHCS contract administrator.

Cash rental assistance payments must be made in installments and not a lump sum. Relocation assistance payments for residential tenants must be disbursed in installments. Lump sum payments may be made only to cover eligible moving expenses and a down-payment on the purchase of replacement housing, which may include incidental expenses. Once the NOE has been issued and the full amount of relocation assistance has been established, the regular installments paid shall remain the same, regardless of whether there is any later change in the person's income or rent or in the condition or location of the person's housing.

The subrecipient can determine the frequency of the disbursements. However, if not paid monthly, there should be at least three installment payments, unless the rental assistance is $500 or less. Where the rental assistance is $500 or less, the payment can be in two installments with at least four months between payments.

9.15 Rental Assistance Payment

Assistance can be provided as rental assistance or down payment assistance. Rental assistance is a replacement housing payment (RHP). The amount of RHP varies depending on family income. The URA establishes a cap on payments at $99,570. This cap can be exceeded if there is insufficient comparable housing in the local market. In these “last resort” housing situations if relocation assistance is insufficient, the subrecipient may provide the funds necessary. Information relating to “Replacement Housing of Last Resort” situations can be found in 24 CFR Part 24.404 and Chapter 3 of HUD Handbook 1378. Rental assistance must be provided with payments made to the displaced person.

9.15.1 Housing of Last Resort

In accordance with the requirements found at 49 CFR Part 24.404(a)(2), this determination to exceed the amount under 49 CFR Part 24.401 or 24.402 and provide, as appropriate, additional assistance, is based on one of the following:

- A case-by-case determination based off good cause with consideration given to the availability of comparable replacement housing in the program or project area, resources available to provide comparable replacement housing, and the specific individual circumstances of the displaced person.
- A determination that there is little to no comparable replacement housing available to the displaced persons within an entire program or project area resulting in last resort housing assistance that is necessary for the area as a whole.
    - A program or project cannot be advanced to completion in a timely manner without last resort housing assistance.
    - The method selected for providing last resort housing assistance is cost effective, considering all elements, which contribute to total program or project costs.

9.15.2 Conversion of Rental Payment to Down Payment for Home Purchase

A displaced tenant can choose to have the full amount of the 42-month rental assistance payment applied as a down payment for a home purchase. This would be in place of rent assistance. The entire purchase assistance payment for a DSS replacement dwelling must be applied at closing.

9.16 Replacement Housing Payment

Homeowners that are involuntarily displaced are eligible for assistance with replacement housing. Replacement housing assistance to purchase a replacement home must be a lump sum payment made to the mortgage lender or seller.

Only homeowner-occupants who lived in their house for 90 days before an offer to purchase their home, activating an involuntary purchase, are eligible for a replacement housing payment as “displaced persons” (90-day homeowner). The maximum payment is $41,200. If homeowners were living in their house for less than 90 days before the ION, they are protected by the URA as “displaced persons.” The calculation is the same method used for tenants.

Note: If an owner occupies a property purchased using voluntary acquisition requirements (non-mandatory purchase requirement), they are NOT eligible for URA relocation benefits.

For involuntary acquisitions, the ION is defined as the delivery of the written offer of just compensation by the subrecipient to the owner. The RHP made to a 90-day homeowner is the sum of:

- The lesser of the cost of the comparable unit identified by the program or the cost of the actual replacement unit that the homeowner chooses if a comparable option is not presented
- Additional mortgage financing cost
- Reasonable expenses incidental to purchase the replacement dwelling

To calculate the RHP for a 90-day homeowner, subrecipients should use the HUD claim form 40057 (see HUD Handbook 1378, Appendix 13). If an owner elects to become a renter, the RHP can be no more than the amount they would otherwise have received as an owner.

The displaced homeowner must purchase and occupy the replacement unit as their principal residence to qualify for a RHP as a displaced owner-occupant.

9.17 Lawful Presence

Any person who is an alien (foreign national) not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

The definition of an "alien not lawfully present in the United States" includes an alien present in the United States who has not been admitted or paroled into the United States according to the Immigration and Nationality Act (8 U.S.C. 1101), whose stay in the United States has not been authorized by the Secretary of Homeland Security; who is present in the United States after the expiration of the period of stay authorized by the Secretary of Homeland Security; or who otherwise violates the terms and conditions of admission, parole, or authorization to stay in the United States.

Each person seeking relocation payments or relocation advisory assistance shall, as a condition of eligibility:

- In the case of an individual, certify that he or she is either a citizen or national of the United States or an alien who is lawfully present in the United States.
- In the case of a family, certify that each family member is either a citizen or national of the United States or an alien who is lawfully present in the United States. The certification may be made by the head of the household on behalf of other family members.

- In the case of an unincorporated business, farm, or nonprofit organization, certify that each owner is either a citizen or national of the United States or an alien who is lawfully present in the United States. The certification may be made by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest.
- In the case of an incorporated business, farm, or nonprofit organization, certify that the corporation is authorized to conduct business within the United States.

Relocation payments or relocation advisory assistance cannot be provided to a person who does not have this certification or who has been determined to be unlawfully present in the United States, unless ineligibility would result in exception and extremely unusual hardship to a qualifying spouse, parent, or child. An alien not lawfully present in the United States may claim an exceptional and extremely unusual hardship if the denial of relocation payments and advisory assistance will directly result in:

- A significant and demonstrable adverse impact on the health or safety of a spouse, parent, or child
- A significant and demonstrable adverse impact on the continued existence of the family unit of which the spouse, parent, or child is a member
- Any other impact that OHCS determines will have a significant and demonstrable adverse impact on such spouse, parent, or child

9.18 Relocate Tenant or Owner-Occupant

Displaced persons have no fewer than 90 days to relocate to a new dwelling. The displaced person must coordinate closely with the subrecipient's acquisition staff to ensure that the unit is vacant at time of purchase. The tenants or owner-occupants can choose any dwelling they want. They are not required to select the most comparable dwelling or any of the comparable dwellings noted on the HUD Form 40061 (see HUD Handbook 1378, Appendix 13). However, the unit they choose to occupy must be inspected to verify that it is DSS and meets HQS for the displaced person to receive housing assistance. If the displaced person selects a unit that fails inspections for codes and standards and necessary corrections cannot be made, the RHP cannot be provided for this unit. The displaced person may choose to move to one of the suggested comparable dwelling units or find another unit that can pass the DSS/HQS standards. If the displaced person wants to move into the unqualified unit, they will not receive the housing assistance but can still receive reimbursement for moving expenses.

9.18.1 Inspect New Unit

In cases of residential relocation, when the displaced person selects a new unit, the unit is inspected to ensure that it meets DSS/HQS standards. The subrecipient must also verify that the unit is not within a special flood hazard area (SFHA). The unit must not be in a SFHA, and it must meet DSS/HQS standards for the tenant or owner occupant to receive benefits.

9.18.2 Disburse Assistance Payment

Once an amount is determined, the moving expense payment to the tenant is disbursed. Once a new unit is chosen, the rental assistance payment should be issued in installments over a four-month period.

9.19 Appeals

All tenants will have an opportunity to file an appeal in accordance with the URA regulations at 49 CFR Part 24.10. Written complaints and appeals must be submitted in writing. An appeal should be filed 30 days after written notification of a program determination.

9.19.1 Actions That May Be Appealed

Persons being displaced may file an appeal if they believe the program has:

- Made a mistake in determining eligibility for payment
- Made an error in figuring the amount of payment
- Been unfair in refusing to waive the time limit for filing a claim or the purchase and occupancy requirements
- Not provided a reasonable choice of comparable replacement housing
- Not thoroughly inspected the replacement housing
- Not complied with the provisions concerning the notice of right to continue in occupancy

Appeals are limited to actions or decisions the individual making the appeal believes are in conflict with stated program policies or to be based on contestable facts. Program policies established by OHCS are not appealable.

9.19.2 Appeals Process

An appeal may be filed if a person believes that the subrecipient failed to properly determine the person's URA award. Initial review of the appeal will be conducted by an established appeals team. This team is independent from the group that originally made the decision being appealed. Each appeal will be reviewed against program policies and URA requirements. The panel will make a recommendation to the ReOregon program staff, who will make the final determination.

An appeal must be filed within 60 days after the person receives written notification of the subrecipient's determination of the person's claim. Appeals must be submitted by tenants in writing to the subrecipient's appeals team. The request must contain the following information:

- Tenant's name
- Tenant's mailing address
- Tenant's telephone number
- Tenant's email address (if available)
- The reason(s) the decision or action is being appealed
- Documentation that supports the request to overturn the decision or action

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Duplication of Benefits

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10 Duplication of Benefits

The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121-5207) (Stafford Act) and applicable Community Development Block Grant Disaster Recovery (CDBG-DR) appropriation acts require the U.S. Department of Housing and Urban Development (HUD) and its grantees to coordinate with other federal agencies that provide disaster assistance to prevent the duplication of benefits (DOB). The Stafford Act's prohibition on DOB aims to ensure that federal assistance serves only to "supplement insurance and other forms of disaster assistance" (42 U.S.C. 5170).

CDBG-DR grantees must prevent DOB when carrying out eligible activities. A duplication occurs when any person, business, or other entity receives disaster assistance from multiple sources for the same recovery purpose and the total assistance received for that purpose is more than the total need. The amount of the DOB is the amount received in excess of the total need for the same purpose. When total need for eligible activities is more than total assistance for the same purpose, the difference between these amounts is an "unmet need." Grantees must limit their assistance to unmet needs for eligible activities to prevent a DOB. When reimbursement is permitted by the CDBG-DR grant requirements, unmet needs can include amounts needed for reimbursement. It is the responsibility of Oregon Housing and Community Services (OHCS) to determine that no DOB exists before paying CDBG-DR funds to ensure that beneficiaries, persons, businesses, or other entities, including local government(s), do not receive a duplication.

DOB policies and procedures are included for each CDBG-DR program identified in OHCS' Public Action Plan. OHCS commits to having procedures to prevent any DOB as defined by section 312 (42 U.S.C. 5155) of the Stafford Act (42 U.S.C. 5121 et seq.). To this end:

1. OHCS' DOB policies and procedures include a uniform process that:
    a. Verifies all sources of disaster assistance received (for subrecipient projects or applicants applying to applicant-based programs) and all reasonably identifiable financial assistance available (for projects or applicant-based programs), as applicable, before committing funds or awarding assistance;
    b. Determines the amount of the need (for subrecipient projects or applicants applying to direct applicant-based programs) for CDBG-DR assistance before committing funds or awarding assistance;
    c. Requires beneficiaries, including subrecipients that are categorized as a beneficiary, to enter into a signed agreement to repay any duplicative assistance if they later receive additional assistance for the same purpose for which the CDBG-DR award was provided [Section III.A.1.a.(3)(a) – (c)];

   d. Identifies the personnel or unit of government, or other subrecipient, for carrying out the DOB review; and
   e. Retains the documentation in accordance with recordkeeping requirements.

2. OHCS' DOB policies and procedures identify a method to monitor compliance with the agreement for a reasonable period (i.e., a time period commensurate with risk) and articulates this method in its policies and procedures, including the basis for the period during which the grantee will monitor compliance. This agreement must also include the following language: "Warning: Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 287, 18 U.S.C. 1001, and 31 U.S.C. 3729" [Section III.A.1.a.(3)(c)].
3. The policies and procedures provide that before the award of assistance, OHCS will use the best, most recent available data from FEMA, the Small Business Administration (SBA), insurers, and any other sources of local, state, and federal funding to prevent the duplication of benefits [Section III.A.1.a.(3)(c)].

The following sections lay out additional information for how OHCS will comply with each of these requirements. In the event that OHCS funds subrecipients to administer programs on behalf of the agency, then those **subrecipients will be required to comply with the respective DOB policies and procedures, in line with the policy described below**. **In addition, information may be provided in specific program guidelines, so make sure to follow program procedures when possible**.

10.1 Duplication of Benefits Policies and Procedures Framework

Prior to committing funds or awarding assistance, OHCS will follow and require its subrecipients to follow the process to avoid a DOB for individuals, businesses, and any subrecipients receiving CDBG-DR assistance:

- Assess applicant need.
- Identify total assistance.
- Exclude non-duplicative amounts.
- Identify DOB amount and calculate CDBG-DR award.
- Monitor compliance and reassess unmet need when necessary.

10.1.1 Assess Applicant Need

The need will be calculated based on assessment of the need at the time of application. OHCS is not currently reimbursing expenses for pre-award costs, but costs incurred prior to application will be considered when calculating the total recovery need for purposes of subtracting DOB. If OHCS does allow for reimbursement through future Action Plan and program amendments, then eligible activities undertaken by applicants prior to applying for funding will be included in the total need that is eligible for CDBG-DR funding. A budget estimate is used to establish the project cost for both subrecipients and persons applying for CDBG-DR assistance. This assessment must be conducted prior to the receipt of CDBG-DR funds. All costs determined for assistance to beneficiaries, whether they be subrecipients or individuals, must adhere to the federal cost principles, which include the "necessary and reasonable" definitions in 2 CFR Part 200. (See the Financial Management chapter for more information on cost principles.)

10.1.2 Identify Total Assistance

To calculate DOB, OHCS or subrecipients will identify "total assistance." Total assistance includes all reasonably identifiable financial assistance available to an applicant.

10.1.2.1 Total Assistance

Total assistance includes resources such as cash recovery awards, insurance proceeds, grants, and loans received by or available to each CDBG-DR applicant, including awards under local, state, or federal programs, and from private or nonprofit charity organizations. Total assistance does not include personal assets such as money in a checking or savings account,[1] retirement accounts, credit cards and lines of credit, in-kind donations,[2] and private loans.

10.1.2.2 Available Assistance

Total assistance includes available assistance. Assistance is available if an applicant:

- Would have received it by acting in a reasonable manner, by taking the same practical steps toward funding recovery as would disaster survivors faced with the same situation but not eligible to receive CDBG-DR assistance; or
- Has received the assistance and has legal control over it.

[1] This does not include insurance proceeds or disaster assistance deposited into the applicant's checking or savings accounts.

[2] In-kind non-cash contributions to the applicant known to OHCS may be used to reduce total need.

Available assistance includes reasonably anticipated assistance that has been awarded and accepted for the same (recovery) purpose but has not yet been received. Applicants for CDBG-DR assistance are expected to seek insurance or other assistance to which they are legally entitled under existing policies and contracts, and to behave reasonably when negotiating payments to which they may be entitled.

Potential DOB sources include:

- Other HUD funds
- Federal Emergency Management Agency (FEMA) Public Assistance or Individual Assistance funds
- U.S. Forest Service funds
- U.S. Army Corps of Engineers funds
- Federal Economic Development funds
- U.S. Department of Transportation funds
- SBA loans
- Private insurance funds
- Legal settlement proceeds (if applicable)
- Other federal program funds
- Private and nonprofit organization funds
- State and local funds

10.1.2.3 Private Loans

A **private loan** is a loan that is not provided by or guaranteed by a governmental entity (e.g., SBA), and that requires the CDBG-DR applicant, the borrower, to repay the full amount of the loan (principal and interest) under typical commercial lending terms (e.g., the loan is not forgivable). For DOB calculations, private loans are not financial assistance and need not be considered in the DOB calculation, regardless of whether the borrower is a person or entity.

10.1.2.4 Subsidized Loans

By contrast, **subsidized loans** for the same purpose are to be included in the DOB calculation unless an exception applies. HUD defines subsidized loans as loans other than private loans. Both SBA and FEMA provide subsidized loans for disaster recovery. Subsidized loans may also be available from other sources. Subsidized loans are assistance that must be included in the DOB analysis unless an exception applies. Exceptions for when

subsidized loans are not counted as a DOB occur when those loans are declined by the applicant or canceled.

Declined SBA Loans — Declined loan amounts are loan amounts that were approved or offered by a lender in response to a loan application but were turned down by the applicant, meaning the applicant never signed loan documents to receive the loan proceeds.

OHCS will not treat declined subsidized loans, including declined SBA loans, as a DOB (but are not prohibited from considering declined subsidized loans for other reasons, such as underwriting). OHCS is only required to document declined loans if information available to OHCS (e.g., the data OHCS receives from FEMA, SBA, or other sources) indicates that the applicant received an offer for subsidized loan assistance and OHCS is unable to determine from that available information that the applicant declined the loan. If OHCS is aware that the applicant received an offer of loan assistance and cannot ascertain from available data that the applicant declined the loan, OHCS will obtain a written certification from the applicant that the applicant did not accept the subsidized loan by signing loan documents and did not receive the loan.

Canceled Loans — Canceled loans are loans (or portions of loans) that were initially accepted, but, for a variety of reasons, all or a portion of the loan amount was not disbursed and is no longer available to the applicant. The canceled loan amount is the amount that is no longer available. The loan cancellation may be due to default of the borrower, agreement by both parties to cancel the undisbursed portion of the loan, or expiration of the term for which the loan was available for disbursement. The following list of documentation is sufficient to demonstrate that any undisbursed portion of an accepted subsidized loan is canceled and no longer available:

- A written communication from the lender confirming that the loan has been canceled and undisbursed amounts are no longer available to the applicant; or
- A legally binding agreement between OHCS and the applicant that indicates that the period of availability of the loan has passed and the applicant agrees not to take action to reinstate the loan or draw any additional undisbursed loan amounts. The documentation described above will be maintained by OHCS. Without this documentation, any approved but undisbursed portion of a subsidized loan will be included in the award calculation of the total assistance amount unless another exception applies.

For canceled SBA loans, OHCS will notify SBA that the applicant has agreed to not take any actions to reinstate the canceled loan or draw any additional undisbursed loan amounts.

10.2 Exclude Non-Duplicative Amounts

Once OHCS has determined the total need and the total assistance, OHCS will determine which sources it must exclude as non-duplicative for the DOB calculation. OHCS will exclude amounts that are:

- Provided for a different purpose.
- Provided for the same purpose (eligible activity) but for a different, allowable use (cost).
- Not available for CDBG-DR projects or activities. Funds are considered available when they are received by a subrecipient or individual beneficiary and the subrecipient/individual gains legal control of them, or when a subrecipient/individual has been approved for a duplicate funding source, even if they have not yet drawn on the funds.

10.2.1 Funds for a Different Purpose

OHCS will exclude any assistance from total assistance that was provided for a different purpose than the activities eligible for CDBG-DR or a general, nonspecific purpose (e.g., **disaster relief/recovery**) and not used for the same purpose when calculating the amount of the DOB.

10.2.2 Funds for the Same Purpose, Different Allowable Use

Assistance provided for the same purpose as the CDBG-DR funds must be excluded when calculating the amount of the DOB if the applicant can document that actual specific use of the assistance was an allowable use of that assistance and was different than the use of the CDBG-DR assistance.

10.3 Identify DOB Amount and Calculate CDBG-DR Award

The total DOB will be calculated by subtracting non-duplicative exclusions from total assistance. Therefore, to calculate the total maximum amount of the CDBG-DR award, OHCS will follow these steps:

1. Identify total need.
2. Identify total assistance.
3. Subtract exclusions from total assistance to determine the amount of the DOB.

4. Subtract the amount of the DOB from the amount of the total need to determine the maximum amount of the CDBG-DR award.
5. Adjust award, if needed, to comply with program caps. The lesser of the maximum eligible amount or program cap determines the final amount.

10.4 Monitor Compliance and Reassess DOB When Necessary

OHCS will work with subrecipients to reassess unmet need, when necessary. Although long-term recovery is a process, disaster recovery needs are calculated at points in time. As a result, a subsequent change in an applicant's circumstances can affect that applicant's remaining unmet need, meaning the need that was not met by CDBG-DR and other sources of assistance. Oftentimes, unmet need does not become apparent until after CDBG-DR assistance has been provided. Examples may include:

- A subsequent disaster that causes further damage to a partially rehabilitated home or business
- An increase in the cost of construction materials
- Vandalism
- Contractor fraud
- Forced mortgage payoffs
- Settlements from pursuing insurance claims
- Theft of materials

Additional assistance requests must be fully documented and include the method for identification and verification of the unmet need. Additional assistance requests must also be verified as not being a duplicative benefit.

The period of monitoring for DOB after project completion is program-specific and outlined in the specific program policies and procedures. The basis for the DOB monitoring is dependent on the eligible activities, overall level of risk, and post-completion requirements, such as an occupancy period. OHCS provides a method to monitor compliance for a reasonable period for each program in the program-specific policies and procedures. This method includes the basis for the period of time in which OHCS or its subrecipient will monitor for compliance. OHCS will monitor compliance by verifying amounts with other funding agencies included for the initial DOB calculation and recalculating DOB if required.

If a duplication is discovered after CDBG-DR assistance has been provided, the duplicative funds will be recaptured to the extent that they are in excess of the need and duplicate other assistance received for the same purpose. See specific program guidance for the method of recapture and the relevant time frame.

10.4.1 Agreement To Repay — Subrogation Agreement

As required by the Stafford Act, OHCS will ensure that applicants agree to repay all duplicative assistance to HUD or the applicable agency providing federal assistance through OHCS or its subrecipients. To address any potential DOB, OHCS will require each applicant to enter into an agreement with OHCS to repay any assistance later received for the same purpose for which CDBG-DR funds were provided. This agreement will be in the form of a Subrogation Agreement or similar document and must be signed by every applicant before OHCS disburses any CDBG-DR assistance to the applicant.

OHCS will document compliance with DOB requirements pre- and post-award, including any post-award monitoring. Policies and procedures for post-award monitoring of DOB will be specific for each program funded by OHCS and will be commensurate with risk. For each set of program policies and procedures, OHCS will establish a method to monitor each applicant's compliance with the Subrogation Agreement for a reasonable period after project completion.

The Subrecipient Agreement and Subrogation Agreement, as required by HUD, provide the following language:

DOB Clause — Warning: Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 287, 18 U.S.C. 1001, and 31 U.S.C. 3729.

Subrogation Clause — Requires any person or entity that receives further assistance to repay that assistance, if the total amount of assistance (for the same purpose) exceeds the funding required to satisfy the unmet need of the project.

10.4.2 Collecting a Duplication

If a potential DOB is discovered after CDBG-DR assistance has been provided, OHCS will reassess the applicant's need at that time. If additional need is not demonstrated, CDBG-DR funds will be recaptured to the extent they are in excess of the remaining need and duplicate other assistance received by the applicant for the same purpose.

Under the Stafford Act, a federal agency that provides duplicative assistance must collect that assistance. For CDBG-DR grants, OHCS must and will collect the duplicative assistance it provides.

10.5 Order of Assistance

CDBG-DR appropriations acts generally include a statutory order of assistance for federal agencies. Although the language may vary among appropriations, the statutory order of assistance typically provides that CDBG-DR funds may not be used for activities reimbursable by or for which funds are made available by FEMA or the Army Corps. For example, OHCS and its subrecipients must check if FEMA or Army Corps funding is available for an activity or reimbursable from those sources before awarding CDBG-DR funds for the same activity.

If FEMA or the Army Corps are accepting applications for the activity, the applicant must seek assistance from those sources before receiving CDBG-DR assistance. If the applicant's costs for the activity are anticipated for reimbursement by FEMA or the Army Corps, OHCS cannot and will not provide the CDBG-DR assistance for those costs. In the event that FEMA or Army Corps assistance is awarded after the CDBG-DR to pay the same costs, it is OHCS' responsibility to recapture CDBG-DR assistance that duplicates assistance from FEMA or the Army Corps.

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Green Building and Energy Efficiency

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11 Green Building and Energy Efficiency

11.1 Introduction

Community Development Block Grant Disaster Recovery (CDBG-DR) subrecipients must incorporate green building and energy efficiency measures into their new construction, reconstruction, and rehabilitation projects. The U.S. Department of Housing and Urban Development (HUD) identifies different industry-recognized standards that may be selected and incorporated into each program's policy. These standards may differ from program to program.

The following requirements are not applicable to manufactured housing and/or housing that is not subject to site-specific adopted residential building codes such as the International Residential Code. For energy efficiency and performance, Manufactured Housing is required to adhere to either the NEEM or NEEM+ standards common to current production methods, and as approved by Oregon Housing and Community Services (OHCS) for implementation in the ReOregon program(s). Additional information can be found at neemhomes.com.

11.2 Overview

The HUD Green and Resilient Building Standard is a set of guidelines for the design, construction, and operation of housing that is both energy efficient and resilient to natural disasters. The standard is based on the principles of green building, which incorporate a range of practices that reduce the environmental impact of buildings. These practices can include the use of energy-efficient appliances, water-saving fixtures, and recycled building materials. The standard also includes requirements for resilience to natural disasters, such as earthquakes, floods, and wildfires. These requirements can include the use of reinforced concrete foundations, impact-resistant windows, and noncombustible building materials.

The benefits of the HUD Green and Resilient Building Standard include:

- Lower energy bills for homeowners and renters
- Reduced environmental impact
- Improved indoor air quality
- Increased resilience to natural disasters
- Greater comfort and livability
- Higher property values

Oregon Housing and Community Services requires that grantees incorporate measures that will result in a project that meets the HUD Green and Resilient Building Standard. A distinction is made between new construction, reconstruction, or substantial rehabilitation and rehabilitation, with different requirements necessary for both.

11.3 New Construction, Reconstruction, and Substantial Rehabilitation

The subrecipient must select and adhere to the HUD Green and Resilient Building Standard for new construction and reconstruction of housing as required by HUD. The subrecipient must meet this standard for all new residential construction, reconstruction, and rehabilitation of substantially damaged buildings. HUD defines substantial damage and substantial improvement, with limited exceptions, in 44 CFR Part 59.1 as follows:

- **Substantial damage** means damage of any origin sustained by a structure where the cost of restoring the structure to its original condition would equal or exceed 50% of the market value before it was damaged.
- **Substantial improvement** means any reconstruction, rehabilitation, addition, or other improvement of a structure where the cost equals or exceeds 50% of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage," regardless of the actual repair work performed.

11.3.1 Selection Options

Each project must meet an industry-recognized standard that has achieved certification under one of the following. Program and compliance information can be found here:

- Enterprise Green Communities
- Leadership in Energy and Environmental Design (LEED) (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development)
- ICC–700 National Green Building Standard Green+ Resilience
  - Including the Certified Compliance Path found in Section 12
- Living Building Challenge
- Any other equivalent comprehensive green building program. The subrecipient will need to specify the standard and present it for approval.

In addition to the selection options above, the project must also meet one of the following minimum energy efficiency standards. Program and compliance information can be found here:

- ENERGY STAR® (Certified Homes or Multifamily High-Rise)
- U.S. Department of Energy (DOE) Zero Energy Ready Home
- EarthCraft House, EarthCraft Multifamily
- Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US, International Passive House Association
- GreenPoint Rated New Home, GreenPoint Rated Existing Home (Whole House or Whole Building label)
- Earth Advantage New Homes
- Any other equivalent energy efficiency standard acceptable to HUD. The subrecipient will need to specify the standard and present it for approval.

Many of the green building standards incorporate energy efficiency standards , often overlapping in requirements, making it possible for one standard to encompass the requirements of the energy efficiency standards. The subrecipients should review the standards and select the option(s) they want to implement for their project. The subrecipient must identify, in each project file, which standards are used and include the appropriate scoring metrics. This demonstrates the extent to which the project is in compliance with the selected standards.

11.4 Rehabilitation of Non-Substantially Damaged Residential Buildings

For the rehabilitation of residential projects other than those described as “substantial,” OHCS requires that the subrecipient adhere to the HUD Office of Community Planning and Development (CPD) Green Building Retrofit Checklist. Subrecipients must apply these guidelines to the extent applicable for the rehabilitation work undertaken, such as the following:

- When replacing or repairing bathrooms, kitchens, and laundry rooms, use materials that have durable, cleanable surfaces.
- Products and appliances replaced as part of the rehabilitation work must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program-labeled.
- When replacing windows, install geographically appropriate ENERGY STAR-rated windows.
- Use low/no Volatile Organic Compound adhesives and sealants

The HUD CPD Green Building Retrofit Checklist promotes energy efficiency and green building practices for residential retrofit projects. Subrecipients must follow the entire checklist and apply all measures to the extent applicable to the particular building type being retrofitted. The phrase "when replacing" in the checklist refers to the mandatory replacement with specified green improvements, products, and fixtures only when replacing those systems during the normal course of the retrofit.

Note: OHCS does not expect the subrecipient to bring into compliance items that are outside of the rehabilitation scope.

11.5 Additional Requirements

Subrecipients should also be aware of, and incorporate into their projects as applicable, other state energy efficiency requirements. These requirements may be found in the following documents:

- 2021 Oregon Energy Efficiency Specialty Code. Effective until June 30, 2025.
- 2025 Oregon Energy Efficiency Specialty Code. Effective Jan. 1, 2025 with a *6-month phase-in period / Mandatory July 1, 2025
- 2023 Oregon Residential Specialty Code Adoption
  - Chapter 1 ~ Effective and mandatory Oct. 1, 2023
  - Chapters 2 - 44 and appendices ~ Effective Oct. 1, 2023 and mandatory April 1, 2024
  - Based on 2021 International Residential Code (IRC)
  - Issued Errata
  - Interim amendments:
    - Emergency Escape and Rescue Opening - Effective Oct. 1, 2025
    - Attached stacked two-family dwelling - Effective Jan. 31, 2025

11.6 Monitoring and Compliance

11.6.1 Award

The Green Building and Energy Efficiency requirements are acknowledged by submitting selection certification with their evidentiary material. The subrecipient should be prepared to provide these documents to OHCS upon request. The subrecipient is encouraged to contact the OHCS representative if assistance understanding the requirements and additional documentation is needed.

11.6.2 Housing Policy

As discussed in this chapter, depending on the housing program, different requirements will be met in terms of green and resilient building requirements. Interim monitoring and compliance requirements will be detailed in program design and policy or procedural documents.

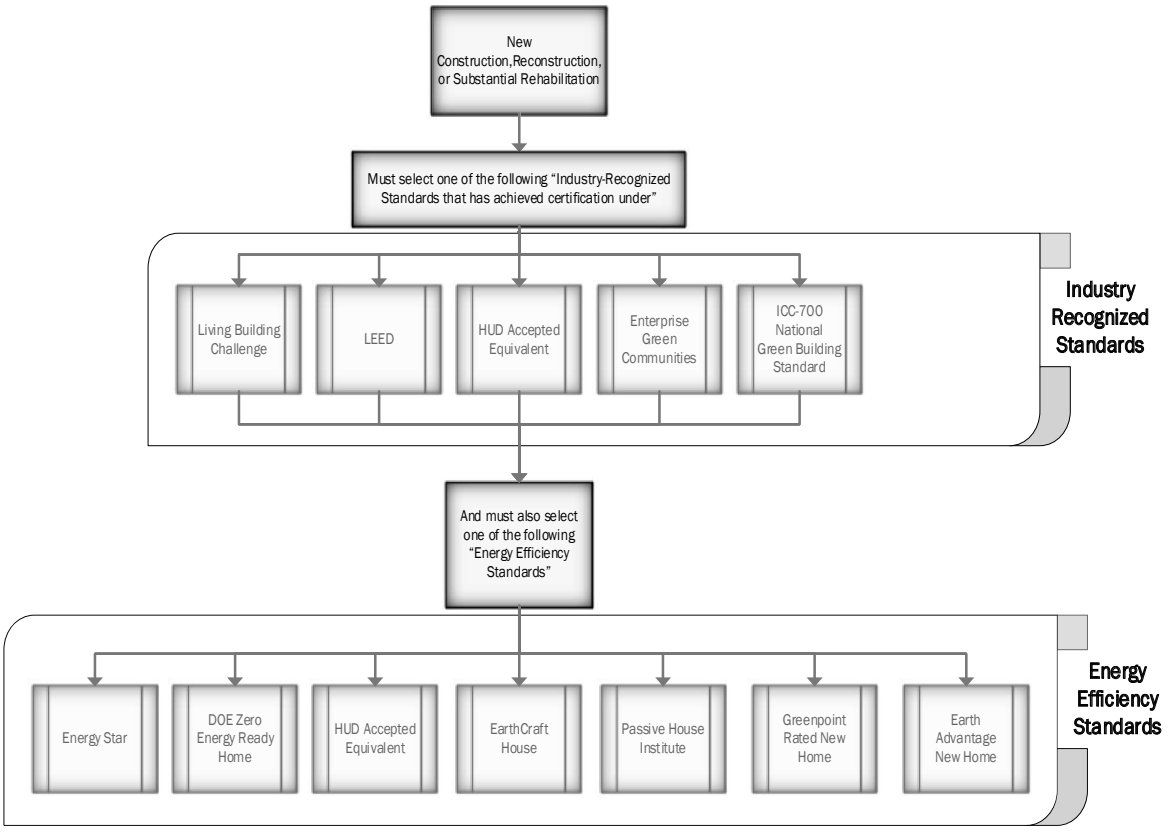
11.6.3 Project Closeout

At the completion of the project, as part of the required documentation for closeout and/or final verification that green building requirements have been achieved per the program policy, the subrecipient should include the completed checklist(s) and/or inspection document(s) for the selected standard within the project file.

Should a project be at risk of violating the requirements, the subrecipient should contact the OHCS representative for further guidance.

Below is a flowchart that identifies the different allowable options within the Industry Recognized Standards and the Energy Efficiency Standards.

It should be noted that while HUD identifies the combination of these two different standards as the Green and Resilient Building Standard, there is overlap between the two groups. They should not be viewed as one being "green" and the other being "resilient."



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Mitigation

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12 Mitigation

12.1 Introduction

Community Development Block Grant Disaster Recovery (CDBG-DR) recipients are encouraged to be proactive in addressing the anticipated impacts of climate change and future natural disasters to ensure that federal grant funds are achieving the goal of building long-term community resilience. Mitigation involves analyzing current conditions, identifying risk, and having a plan to reduce the identified risk. Mitigation is one of the best ways to support the health and well-being of vulnerable community members before disaster strikes.

For CDBG-DR, the U.S. Department of Housing and Urban Development (HUD) defines mitigation activities as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

12.2 Mitigation Set-Aside

In accordance with the Disaster Relief Supplemental Appropriations Act, 2022 (Pubic Law 117-43) approved Sept. 30, 2021 (the "Appropriations Act"), Oregon Housing and Community Services (OHCS) must incorporate mitigation measures into its recovery activities. It must spend an amount equal to 15% of its unmet needs allocation for mitigation activities that reduce risk in the identified most impacted and distressed (MID) areas. OHCS has assessed the community impacts and unmet needs to inform its Public Action Plan. It has prepared a mitigation needs assessment (MNA) to inform mitigation activities. For more information on what risks can be addressed with CDBG-DR funding, subrecipients can refer to the MNA in the Public Action Plan on the OHCS website at oregon.gov/ohcs/disaster-recovery/Pages/ReOregon-Action-Plan.aspx.

The CDBG-DR mitigation set-aside is calculated as 15% of the total estimate for unmet recovery needs allocated for the 2020 Labor Day Disasters. Unlike recovery activities that must demonstrate "tie-back" to the specific disaster activities funded by the CDBG–DR mitigation, set-aside activities do not require a tie-back to a specific disaster. The CDBG-DR mitigation set-aside will fund only activities that meet the following provisions:[1]

- Comply with HUD's definition of mitigation
- Address a current and future risk as identified in the MNA in the MID areas

[1] Community Development Block Grant Disaster Recovery (CDBG-DR) Mitigation Set-Aside Funds

- Be activities eligible for CDBG under Title I of the Housing and Community Development Act or otherwise eligible pursuant to a waiver or alternative requirement
- Satisfy a national objective

The requirement for the CDBG–DR mitigation set-aside can be satisfied by including eligible recovery activities that both address the impacts of the disaster (i.e., have a tie-back) and incorporate mitigation measures into the recovery activities. To count those activities as part of the CDBG–DR mitigation set-aside, OHCS and its subrecipients must document how those activities and the incorporated mitigation measures will meet the definition of mitigation.

At the same time, funding of mitigation activities that do not tie back to the wildfires is limited to no more than 15% of the grant allocation. Therefore, OHCS and its subrecipients must carefully consider if an activity is responsive, either directly or indirectly, to disaster impacts and document tie-back in cases where there is a connection with the disaster.

12.3 Mitigation Needs Assessment

The MNA is a risk-based assessment that summarizes the natural and human-caused threats and hazards in the eight counties most affected by the 2020 Labor Day wildfires and straight-line winds (FEMA DR-4562). The MNA discusses the characteristics and impacts of current and future hazards identified through previously declared disasters. The assessment addresses risks to indispensable services that enable the continuous operation of critical business and government functions and are critical to human health and safety or economic security. Lastly, the assessment considers the costs and benefits of incorporating hazard mitigation measures to protect against the specific identified impacts of future extreme weather events and other natural hazards. It uses historical and projected data on risk that incorporates the best available scientific tools.

OHCS has completed its MNA and identified the type of activities that can be funded by the CDBG–DR mitigation set-aside. The Action Plan can be found on the OHCS website at oregon.gov/ohcs/housing-assistance/disaster-recovery/Documents/CDBG-DR-Action-Plan.pdf.

The MNA documented at least nine natural hazards that pose a risk to the eight MID counties. By characterizing these hazards in terms of their frequency and Oregon's vulnerability, OHCS and its subrecipients can draw on this needs assessment and Oregon's Office of Emergency Management Federal Emergency Management Agency (FEMA)-approved Natural Hazards Mitigation Plan to identify current and future hazards in

their communities and target CDBG-DR funds toward cost-effective solutions to mitigate them over the long term.

Oregon's mitigation needs may change, and OHCS will amend the MNA and Action Plan when additional needs are identified and additional resources become available.

12.4 Mitigation Framework

When funding CDBG-DR activities with the 15% mitigation set-aside, OHCS will work with subrecipients to identify how an activity qualifies as mitigation. OHCS may work with subrecipients to consider if mitigation dollars are distributed fairly to communities with respect to unmet needs or to the MID and non-MID areas.

Maintenance: Per 24 CFR Part 570.207(b)(2), CDBG-DR funds cannot cover costs for operations and maintenance. Subrecipients should be aware that the justification for a CDBG-DR activity should not be based solely on reducing the costs of future maintenance of a facility.

OHCS requires the incorporation of resilience and mitigation measures into all construction and planning projects. Refer to program guidelines for details on resilience standards to be applied or measures to track. The OHCS review and approval of projects that do not have a clearly documented disaster tie-back is dependent on there being sufficient budget available for those mitigation-only projects. Given that purely mitigation projects are currently anticipated within the Planning, Infrastructure, and Economic Revitalization (PIER) or statewide planning programs only, which together constitute less than the 15% maximum, OHCS does not anticipate this being a barrier.

12.5 Mitigation Coordination

Any subrecipient-identified or subrecipient-led mitigation set-aside project must be conducted in accordance with any adopted local Natural Hazard Mitigation Plan (NHMP) and should be developed in consultation with local emergency management authorities responsible for implementation of that NHMP.

12.6 Mitigation Measures and Resilience Performance Metrics

To improve long-term community resilience, the Allocation Announcement Notice (87 FR 31636) requires OHCS and its subrecipients to incorporate mitigation measures into its recovery activities that will protect the public, including members of protected classes, vulnerable populations, and underserved communities, from the risks identified. Mitigation

measures also help ensure that communities are more resilient to the impacts of recurring natural disasters and climate change. Examples of **mitigation measures** include:

- Incorporating resilient construction standards
- Using resilient building materials and technology
- Elevating facilities above the base flood elevation
- Buying out/acquiring properties in high-risk areas
- Providing aid to relocate residents or businesses to lower-risk areas
- Restoring trees in urban landscapes
- Using more renewable energy technologies
- Using backup power for critical facilities

Before carrying out activities funded by CDBG–DR to construct, reconstruct, or rehabilitate residential or nonresidential structures that are intended to qualify as expenditures to meet HUD's mitigation set-aside requirement, OHCS and its subrecipients must establish resilience performance metrics for the activity. The process for developing resilience performance metrics includes:

- Estimating the projected risk to the completed activity from natural hazards, including those hazards that are influenced by climate change (e.g., high winds destroying newly built homes)
- Identifying the mitigation measures that will address the projected risks (e.g., using building materials that can withstand high winds)
- Assessing the benefit of the mitigation measures through verifiable data (e.g., 10 newly built homes will withstand high winds up to 100 mph)

In Disaster Recovery Grants Reporting (DRGR), HUD has published specific measures[2] for mitigation activities such as the numbers of nonresidential buildings constructed, fewer outages of critical facilities and utilities, linear feet of public improvement, public facilities, residents protected from future flooding, and plans or planning products developed. Examples of other **resilience performance metrics** include the numbers of:

- Acres no longer vulnerable to flood events
- Floodplain design standards updated
- Energy plans completed
- Resilience plans created

[2] DRGR Guidance on Grantee Program Projections — Adding Grantee Program Projection of Outcomes

- Properties with access above 100-year or 500-year flood level
- Homes retrofitted with resiliency measures

12.7 Reporting on Activities

In order to count activities toward the CDBG-DR mitigation set-aside, OHCS must document how those activities and the incorporated mitigation measures meet HUD's definition of mitigation. These activities are reported as a mitigation activity type (MIT) in the HUD Disaster Recovery Reporting system called DRGR. By tracking these activity types in DRGR, OHCS can demonstrate to HUD how the 15% mitigation set-aside was expended.

Activity types that are available in the DRGR system include:

- MIT — Direct Housing Payments
- MIT — Economic Development
- MIT — Planning and Capacity Building
- MIT — Public Facilities and Improvements — Covered Projects Only
- MIT — Public Facilities and Improvements — Non-Covered Projects
- MIT — Public Services and Information
- MIT — Rehabilitation/Reconstruction of Residential Structures
- MIT — Residential New Construction

If a project includes mitigation measures or activities, subrecipients should list those costs as separate line items in the budget. This will allow OHCS to create separate mitigation activities in DRGR to track those costs under a program.

If it is difficult to separate the mitigation measures or activities from the larger project, OHCS may count the entire project cost towards the 15% mitigation set-aside. Subrecipients should inform OHCS about how they want to identify qualified mitigation expenditures. As needed, OHCS will coordinate with HUD and approve or modify the subrecipients' approach.

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Monitoring and Audit

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13 Monitoring and Audit

Subrecipients and subgrantees must monitor each program, function, activity, or project funded by their Community Development Block Grant Disaster Recovery (CDBG-DR) awards to ensure compliance with applicable federal requirements and to determine if performance expectations are being achieved.

The U.S. Department of Housing and Urban Development (HUD) requires monitoring and evaluation of program performance and compliance by recipients of CDBG-DR funds. Oregon Housing and Community Services (OHCS), subrecipients, and subgrantees are responsible for monitoring program, statutory, and/or regulatory requirements. Subrecipients and subgrantees are responsible for carrying out their programs to meet these compliance requirements, including monitoring any hired project administrators, contractors, and subcontractors.

13.1 Monitoring

13.1.1 What This Means for Subrecipients and Subgrantees

Subrecipients, acting as a pass-through entity, and subgrantees must monitor grant performance to ensure compliance with federal requirements, including:

- Understanding grant requirements and ensuring that contractors and developers also understand these requirements.[1,2] Subrecipients should refer to OHCS's webinars: CDBG-DR Compliance Oversight and Monitoring Part 1 and CDBG-DR Compliance Oversight and Monitoring Part 2.
- Documenting the eligibility of activities and costs charged to the grant.[3] Refer to Chapter 4 Financial Management for additional details.

[1] 2 CFR Part 200.329 and 2 CFR Part 200.332

[2] Subrecipient Agreement — Requires the subrecipient to oversee CDBG-DR funded activities undertaken by contractors, developers, and/or subgrantees. Subrecipients must provide monthly reports to OHCS on the designated form and immediately report to OHCS Compliance and Monitoring staff for any risks or concerns identified.

[3] 2 CFR Part 200.501(a) audit requirements

- Reporting on benchmarks, deliverables, and costs. Refer to Chapter 15 Project Reports and Closeout for additional details.
- As applicable, reviewing federal single audits for any subgrantee that expends more than $1,000,000 in federal funds a year.[4] Refer to 13.2 Audit Requirements for additional details.

13.1.2 Monitoring Roles and Responsibilities

Monitoring is the responsibility of all entities involved in the CDBG-DR funding process. Monitoring may be conducted by federal oversight agencies including HUD, as well as OHCS, subrecipients, and subgrantees. OHCS, subrecipients, and subgrantees must monitor to ensure compliance with executed agreements, applicable state and federal laws and regulations, and project/program performance criteria. See the table below for a description of the monitoring responsibilities.

Monitor	Monitored Entity	Monitoring Responsibilities
HUD	1. OHCS (grantee) 2. Subrecipient 3. Subgrantee	• HUD provides training and technical assistance. • HUD conducts monitoring reviews of all monitoring entities.
OHCS (Grantee)	1. Grantee programs/projects 2. Subrecipient, including a sample of the subrecipients and subgrantees 3. ReOregon program staff	• OHCS conducts required training and provides ongoing technical assistance. • ReOregon program staff conduct monthly monitoring reviews. • OHCS compliance staff conduct on-site or remote monitoring reviews.
Subrecipient	1. Subrecipient programs/projects 2. Program/project administrators, contractors, and subcontractors	• Subrecipient participates in and ensures that subgrantees attend and understand required training. • Subrecipient conducts monthly review and reporting of subrecipient and subgrantee procurement, budget, allowability, benchmarks, performance, and compliance with crosscutting requirements.

[4] 2 CFR Part 200.501(a) audit requirements

Monitor	Monitored Entity	Monitoring Responsibilities
Subgrantee	1. Subgrantee programs/projects 2. Program/project administrators, contractors, and subcontractors	• Subgrantee participates in and understands required training. • Subgrantee manages monthly reporting procurement, budget, allowability, benchmarks, performance, and compliance with crosscutting requirements.

Attention to grant activities and performance is imperative. Unresolved findings from monitoring events conducted by any authorized oversight entity could result in various remedies stated in the subrecipient agreement or those afforded to pass-through entities such as:

- Temporarily withholding payments until a corrective action is taken
- Disallowing costs in whole or in part associated with the noncompliance
- Suspending or terminating part of the subrecipient agreement under the federal award in whole or in part
- Withholding further federal funds for a new project or program
- Other legally available remedies[5]

13.1.3 Monthly Monitoring

Subrecipients are expected to conduct ongoing implementation and performance monitoring and oversight throughout the project funded with CDBG-DR resources. Each subrecipient will be expected to submit a monthly report for each funded project or program. These reports document that each funded project is on time, within budget, and compliant with federal requirements and programmatic policies and procedures.

The reports are submitted to OHCS for review and used to create the Quarterly Performance Report to HUD. Timely submission of these reports on the part of subrecipients demonstrates that appropriate project oversight is undertaken. Should issues be identified either directly by the subrecipient or through analysis of the data provided, the OHCS compliance staff will work with subrecipients and subgrantees on training, technical assistance, and monitoring, as necessary. The OHCS Compliance and

[5] All potential remedies for noncompliance afforded to pass-through entities are located in 2 CFR Part 200.339. Remedies for noncompliance are available at ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR86b76dde0e1e9dc/section-200.339.

Monitoring Manual details the OHCS process of monitoring CDBG-DR funds. OHCS compliance staff will work with subrecipients and subgrantees to prepare them for HUD monitoring.

In addition to gathering performance and financial data, subrecipients and subgrantees are expected to monitor the following:

- Contractors and developers for compliance with applicable federal and state requirements
- Construction contractors for equal opportunity, federal and state labor standards, and Section 3 requirements[6]
- Developers for federal requirements, adherence to underwriting guidelines, and affordability periods[7]

13.1.4 Reporting Subrecipient or Subgrantee Concerns

If the subrecipient or subgrantee encounters issues with a contractor or developer, they should inform ReOregon program staff and OHCS compliance staff. Together, OHCS and the subrecipient will develop a plan to address concerns. This could include:

- Additional training
- Technical support
- Allowable adjustment of budget, metrics, or timelines
- Contract termination, reduction, or limitation of payments

Failure to cooperate with the subrecipient and comply with the corrective actions may result in contract termination, reduction, limitation of payments, or other actions taken pursuant to 2 CFR Part 200 and allowable per written agreement.

13.2 Audit Requirements

Subrecipients are required to comply with federal single audit requirements if they expend more than $1,000,000 in federal funds annually. Any subrecipient that passes grant funds through to a nonprofit or unit of local government must require that the entity also comply with federal audit requirements.

Pass-through entities are responsible for issuing a management decision for audit findings that affect subawards issued to subrecipients receiving CDBG-DR funds. A management

[6] If applicable in the scope of work identified in the subrecipient agreement

[7] Ibid.

decision must be issued within six months of the Federal Audit Clearinghouse's (FAC) acceptance of the audit report. The person being audited must initiate and proceed with corrective action as rapidly as possible, and corrective action should begin no later than upon receipt of the audit report. Management decisions must include the reference numbers the auditor assigned to each audit finding.

Single audits are required to be submitted to the FAC digitally and can be viewed at fac.gov.

The subrecipient must submit the audit, data collection form, and reporting package within 30 calendar days after receiving the auditor's reports or nine months after the end of the audit period, whichever is earlier.[8] If the due date falls on a Saturday, Sunday, or federal holiday, the reporting package is due the next business day.

Failure to comply with audit requirements can jeopardize both the subrecipient's and the subgrantee's ability to draw grant funds or receive future awards.

13.2.1 State Audit Requirements

Oregon has a Municipal Audit Law, which requires an annual financial audit[9] for each year a municipality is involved with the program. Audits should also be collected for nonprofits that meet the federal threshold for audits. In the absence of an audit, financial statements may be substituted. Applicants required to conduct a single audit may have their contract/agreement held, pending receipt of the audit. Subrecipients may proceed if an annual single audit is underway if it is received before the first disbursement of CDBG-DR funds occurs.

13.2.1.1 Audit Submissions

It is the responsibility of the person being audited to submit the audit report to the Oregon Secretary of State website within six months after the close of the fiscal year audited. Subrecipients must receive a copy of the annual audit by searching the Secretary of State website at secure.sos.state.or.us/muni/public.do or by requesting it from the audited entity.

[8] The cognizant agency for audit or the oversight agency for audit, in the absence of a cognizant agency, may authorize an extension when the nine-month time frame would place an undue burden on the person being audited.

[9] There are limited exemptions to the requirement for municipalities that are detailed in ORS 297.435, located at oregonlegislature.gov/bills_laws/ORS/ORS297.html.

Audits should be carefully reviewed by the subrecipient, particularly as they relate to findings and corrective actions taken. Information in the audit may be used to inform additional conditions included in subgrant or contract award documents.

13.3 Useful Resources

13.3.1 Monitoring Guidance

- HUD Community Planning and Development Monitoring Handbook Chapter 6: Disaster Recovery Community Development Block Grant, hud.gov/program_offices/administration/hudclips/handbooks/cpd/6509.2
- HUD Office of Inspector General Integrity Bulletin Summer 2016, hudexchange.info/resource/5065/hud-integrity-bulletins

13.3.2 Audit Regulations

- 2 CFR Part 200 — Part 200 Uniform Administrative Requirements Subpart F – Audit Requirements, ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F
- Oregon Secretary of State Municipal Audit and Local Government Resources, sos.oregon.gov/audits/Pages/muni-faq.aspx

RE Oregon

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Fraud, Waste, and Abuse

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14 Fraud, Waste, and Abuse

14.1 Introduction

In this chapter, we present subrecipient and subgrantee responsibilities for preventing fraud, waste, and abuse (FWA); helpful hints to understanding fraud motivations and actors; specific types of fraudulent activities involving federal funds and programs; consequences; and how to report FWA.

14.2 Definitions

Abuse: The intentional misuse of authority to affect otherwise fair and open processes to gain benefit unfairly or improperly, which may result in unnecessary costs to the program. Abuse can occur for financial or non-financial benefits.

Fraud: A single act or pattern of intentional misrepresentations with the intent to deceive or mislead a person or agency that could result in an unauthorized benefit or could deprive others from a legal right or benefit. Fraud is a legal term that requires an investigation and can lead to civil or criminal penalties.

Mismanagement: Creating a substantial risk to an agency's or program's ability to accomplish its mission by not establishing or following existing policies or guidelines.

Waste: Misuse of funds for excessive or nonessential expenditures allocated to a program. Waste can be thoughtlessness, carelessness, or inefficient use of funding or resources without recognizing the difference between the costs and anticipated program benefits.

14.3 Acronyms

FWA: Fraud, waste, and abuse

HUD OIG: U.S. Department of Housing and Urban Development Office of Inspector General

14.4 Identifying FWA

Given the finite resources of the Community Development Block Grant Disaster Recovery (CDBG-DR) program to help individuals, households, and communities recover from the 2020 Labor Day wildfires and straight-line winds, identifying FWA is crucial for program

integrity. FWA actions can deprive citizens of recovery benefits designed to support and assist them. By understanding FWA indicators, detection mechanisms, and how to foster a culture of accountability, subrecipients and subgrantees play a part in upholding program integrity.

FWA can manifest in various forms, from financial mismanagement and unethical behavior to the misuse of assets and resources. It can also include fraudulent claims by program participants.

14.4.1 Participants

FWA could be perpetrated by anyone, and the threat comes from inside or outside the organization.

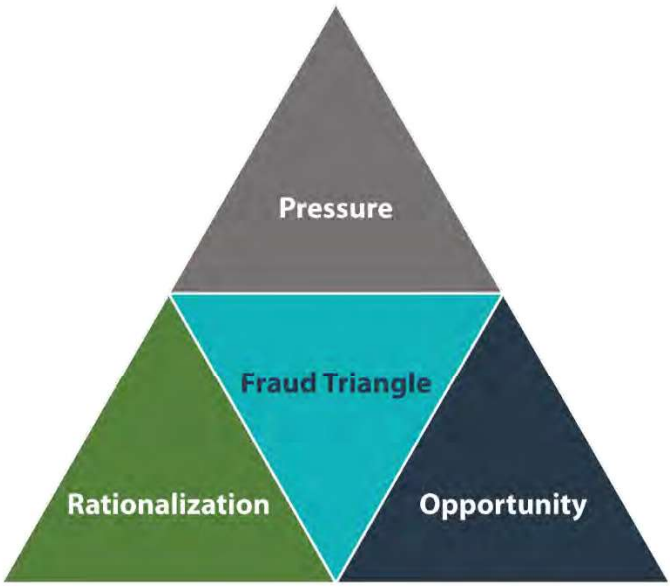
Employees: These are people hired to serve program participants and conduct the business of the organization or entity. Employees can be involved in the administrative, programmatic, or financial functions of the program and can be aided by facilitators who are knowingly benefiting from the FWA activity, have been coerced to participate, or are unknowingly part of the scheme.

Vendors or contractors: Entities contracted by subrecipients and subgrantees to provide goods or services for the implementation of a program run the greatest risk for FWA activities during the procurement and implementation stages of their engagement with the contracting subrecipient or agency.

Program participants: This particular group can both commit FWA and be a victim by misrepresenting residency, not reporting all benefits received, and claiming additional household members to obtain unauthorized or additional benefits. Participants may also be negatively affected by FWA by not receiving eligible benefits because of insufficient program funds.

14.4.2 The Fraud Triangle: Why Do People Commit FWA?

Pressure, opportunity, and rationalization make up the fraud triangle, which helps to identify traits and the likelihood of fraud.



- **Pressure:** Pressure to engage in fraud can be high; for example, when organizations feel pressure to meet financial targets, catch up to deadlines, or make up for poor past performance. Economic conditions such as a financial crisis (personal, organizational, or national) can make pressure particularly acute, increasing the temptation for fraud.
- **Opportunity:** Opportunities for fraud are high when fraud goes undetected due to lack of internal controls or reviewing procedures. Economic conditions such as a financial crisis may also increase opportunities. For example, opportunity could be greater when there are not enough employees to maintain segregation of duties, an important factor for fraud prevention, leading to the ability to override internal controls.
- **Rationalization:** When opportunities to commit fraud exist alongside pressure, the fraud triangle suggests that a third, necessary component for fraud is the ability to justify fraud. People may have an easy time rationalizing fraud, for example, when they perceive that executives condone fraud or believe that fraud is widespread across an industry. Examples of rationalization include, “No one was hurt,” “I am not being paid enough,” “Others have done it,” “I will only do it once and it will never happen again,” and “the Feds have enough money.”

14.4.3 Types of Fraudulent Activities

The following items describe the types of fraud most often seen when federal funds are involved.

Embezzlement and Theft
In several HUD programs, administrators and participants may be entrusted with cash or assets and take them for their personal use. There are many ways they may embezzle, from simply taking money from the cash drawer or writing checks that they then cash to more elaborate methods to conceal the theft, such as by falsifying invoices and misusing the credit cards of the HUD-funded organization. Other examples are when they may steal rental or laundry receipts; falsify deposits, checks, or other accounts; or write bonuses to themselves. They may hire "ghost" employees and convert the payroll checks for their own use. They may use staff, materials, or equipment for personal use, which is also a fraud.

Bribery and Kickbacks
Bidders may offer contract officials money or other items of value to award a grant (bribery), or contract officials may require funds or items of value from bidders to obtain a contract (kickbacks). Additionally, application and recertification staff, grievance officers, or others may require or accept bribes from a tenant or help an applicant get in, or stay in, a unit (or get priority on the waiting list). Inspectors may ask for or accept bribes to pass units for inspections.

Bid Rigging
This usually occurs in the pre-solicitation, procurement, or evaluation phase of the bidding process and acts to limit competition or impede competitive bidding. Oftentimes with bid riggings, insider knowledge is utilized, which gives the person or group an unfair advantage in bidding and/or obtaining a federal benefit.

Contract Repair Frauds
This type of fraud involves home repair firms that contract for work but do shoddy work, or leave when paid while performing little to no work.

Contracting and Procurement Fraud
There are many variations of these frauds that can involve procurement officials and bidders working alone or in collusion to commit frauds including:

- Falsifying certification of regulatory and statutory compliance, or qualifications necessary to obtain a contract
- Colluding with others to win a contract using bid rigging, phantom or altered bids, or split bids
- Falsifying information on contract proposals

- Using federal funds to purchase items that are not for government use
- Billing more than one contract for the same work
- Billing for expenses not incurred as part of the contract
- Billing for work that was never performed
- Falsifying data such as employee credentials, experience, and rates; bonds; and test or inspection results
- Committing change order abuses, underbidding to win contract, or colluding with the procurement officer to make up profits through unnecessary change orders
- Substituting approved materials with unauthorized products
- Misrepresenting a project's status to continue receiving government funds
- Charging higher rates than those stated or negotiated for in the bid or contract

Conflict of Interest
This occurs when an employee, manager, or executive has an undisclosed economic or personal interest in a transaction that adversely affects their employer. If there is a question of conflict, notify Oregon Housing and Community Services (OHCS), as it may be possible to mitigate the conflict.

Documentation Fraud
People commit forgery or alteration of documents, destruction or concealment of records, or impropriety with respect to reporting financial transactions. Examples include identity theft (using another person's identification), forgery of signatures or documents, and misrepresentation of a medical condition to obtain an additional benefit.

Duplicate Benefits
Disaster victims apply for and receive benefits from multiple agencies, which is often seen for duplicate rental assistance and repairs.

Extortion
Someone demands payment of something of value by force, threat, fear, or intimidation.

False Billing
This occurs with the submission of false invoices or altered valid invoices for payment. This could include billings from a shell company, personal purchases on company credit cards, misappropriation, or theft of funds or assets. Most billing schemes involve services rather than goods, as it is easier to conceal services not performed than goods not received.

False Eligibility Claim
Homeowners falsely claim damage to a primary residence when it was an investment property or second home. Rental properties are not eligible for repair funding.

Identity Theft
Program administrators and others steal identities or create false identities to apply for and illegally receive various HUD-funded benefits such as rental assistance, mortgages, or block grant program funds.

Ownership Fronts
Small/disabled/woman/minority/veteran-owned business where the contractor has falsely certified themselves or obtained legitimate certification through invalid means.

Landlord Fraud
Landlords may require additional side payments from tenants above the allowable rent rates.

Sexual Harassment

Instead of requesting money, someone may imply or demand sexual favors to allow a tenant or applicant to get into or stay in the assisted unit.

Tenant or Applicant Fraud

Applicants falsify their true income and assets or family circumstances in order to be eligible for or increase rental subsidy.

14.5 Consequences of Committing Fraud

The HUD OIG has a variety of enforcement options available, should evidence of fraud be confirmed, and penalties[1] including:

- **Criminal Penalties**: Conviction may result in a prison sentence, probation, and/or restitution.
- **Civil Penalties**: These are monetary penalty amounts required by the Federal Civil Penalties Inflation Act of 2015, which further amended the Federal Civil Penalties Adjustment Act of 1990.

[1] Penalties can change based on updates to the Code of Federal Regulations (CFR) and are routinely adjusted. For the most current penalties and potential monetary penalties, please review Title 24 Housing and Urban Development of the CFR, available at ecfr.gov/current/title-24.

- **Administrative Penalties**: Administrative penalties include debarment or suspension. These sanctions are government-wide regardless of the federal agency involved. They can be indefinite and are imposed with a fraud conviction, or criminal or civil judgment.

14.6 Preventing FWA

Subrecipients and subgrantees are required to:

- **Monitor** all funded programs for instances of FWA.
- **Take steps** to prevent and address FWA.
- **Report** any instances of FWA to the appropriate authorities.

The following sections describe several actions subrecipients and grantees can take to prevent FWA.

14.7 Reporting FWA

The occurrence of FWA is not a sign of a poorly run or mismanaged agency. Reaction to perceived FWA is what defines the management of an organization.

The existence of a fraud policy, preventive steps taken, and proper handling of FWA are deterrents. By addressing FWA, management can identify and close procedural gaps to ensure that the same issues will not reoccur.

Remember to involve OHCS and HUD OIG early, at the first indication of fraud; maintain all original documents; and provide requested access to records. Indications of mismanagement; violations of laws, rules, or regulations; or theft or fraudulent claims for funds must be reported.

14.7.1 Mandatory Disclosures

Any applicant, recipient, or subrecipient of a federal award must promptly disclose any credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act. Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with 2 CFR 200 Appendix XII, available at ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20XII%20to%20Part%20200.

Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.339 Remedies for Noncompliance. Remedies include but are not limited to:

- Temporarily withholding payments until corrective actions are taken
- Disallowing costs for all or part of the activity associated with the noncompliance
- Suspension or termination of the federal award in part or in its entirety
- Initiating suspension or debarment proceedings
- Withholding further federal funds from new awards or continuation funding
- Pursuing other legally available remedies

14.7.2 OHCS Reporting

According to OHCS policy, any employee, consultant, or subrecipient who has knowledge of FWA, or who has good reason to suspect that such conduct has occurred, shall immediately report the activity to the OHCS Disaster Recovery and Resilience Management. Individuals can complete an online reporting form located at app.smartsheet.com/b/form/ba45d4feece44aa4b4ac65d719750688.

14.7.3 Oregon Bureau of Labor and Industries (BOLI)

If subrecipients or individuals identify wage violations associated with BOLI, complaints should be directed to:

Oregon Bureau of Labor and Industries Wage and Hour Division
800 NE Oregon Street, Suite 1045
Portland, OR 97232
mailb@boli.state.or.us
971-673-0761
oregon.gov/BOLI/pages/index.aspx

For further information to determine if a complaint should be made to BOLI, please refer to Chapter 6 Labor Standards in the OHCS Subrecipient Manual. Chapter 6 provides detailed guidance on compliance requirements for labor standards.

14.7.4 HUD OIG

OIG is an independent office within HUD. Its role is to promote the economy, efficiency, and effectiveness of HUD's programs and operations. It prevents and responds to issues related to FWA, reporting to the HUD Secretary and Congress.

OIG focuses on reports of fraud or serious mismanagement with high dollar losses or significant community impact. Examples of what to report to the OIG Hotline include:

- Violations of federal laws, rules, and regulations pertaining to HUD programs and funding
- Substantial and specific danger to health or public safety at HUD Public and Multifamily Housing Developments
- Contract and procurement irregularities
- Theft and abuse of government property
- Employee misconduct
- Abuse of authority or conflicts of interest
- Housing subsidy fraud
- Serious mismanagement
- Ethics violations by HUD officials
- Bribery

14.8 Additional Resources

- OHCS Anti-Fraud, Waste, and Abuse Policy, oregon.gov/ohcs/disaster-recovery/reoregon/Documents/CDBG-DR_Fraud-Waste-and-Abuse-Policy_ReOregon_012623.pdf
- OHCS Fraud, Waste, and Abuse Complaints webpage, oregon.gov/ohcs/disaster-recovery/reoregon/about-reoregon/Pages/report-complaints.aspx
- Oregon Secretary of State Report Misuse of State Government Resources, sos.oregon.gov/audits/Pages/accountability.aspx
- HUD OIG's "What You Can Do" Guidance Page, hudoig.gov/fraud/what-you-can-do

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Project Reports and Closeout

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15 Project Reports and Closeout

15.1 Introduction

Throughout a project, project reports must ensure that funds comply with the subrecipient agreement, program rules, and state and federal requirements. The purpose of this chapter is to describe the various project reports that are required throughout the project and project closeout process and requirements.

15.2 Project Reports

The following chart demonstrates all required reports, their applicability, and the timing of the reports. This is followed by detailed descriptions of each report.

Report	Applicability	Timing
Single Audit Report	If a subrecipient expends $1,000,000 or more of federal awards	Annually — fiscal year ending for subrecipient
Monthly Activity Report: Financial Progress, Program Income, Accomplishments, and Performance Measures	All subrecipients	Monthly, no later than the 15th of each month
Section 3 Report	See Chapter 7 of the Subrecipient Manual	Quarterly

15.2.1 Single Audit Report

Subrecipients and Oregon Housing and Community Services (OHCS) must ensure that federal resources are used efficiently and effectively. They should achieve the purpose for which the funds were provided. The financial and performance audits discussed in this chapter and noted in 2 CFR Part 200, Subpart F — Audit Requirements ensure that OHCS and its subrecipients are accountable to the public for:

- A financial audit: An independent, objective review of the entity's financial reporting processes and financial statements, indicating they are accurate and complete
    - The primary purpose is to give assurance that the entity complies with the specific financial requirements for accounting systems and procedures and that financial statements are prepared in accordance with accepted accounting standards. See Chapter 4: Financial Management.

- A performance audit: An independent examination of a program, function, operation, or management systems and procedures of the entity
    - The performance audit assesses whether the entity has efficiently and effectively carried out operations and achieved the intended results from the entity's programs, which include Community Development Block Grant Disaster Recovery (CDBG-DR).

A single audit includes both an entity's financial statements and its federal awards. Single audits are required for any fiscal year(s) in which the subrecipient uses $1,000,000 or more of (total) federal awards after Oct. 1, 2024.[1] The subrecipient is required to obtain an annual audit report that includes the single audit requirements in 2 CFR Part 200 Subpart F. Subrecipients are responsible for submitting single audits to the Federal Audit Clearinghouse in a timely manner and a copy of the fiscal audit to OHCS.

Subrecipients must have an audit conducted in accordance with 2 CFR Part 200 Subpart F — Audit Requirements except when they choose to have a program-specific audit conducted. A program audit is an audit of one federal program, such as CDBG-DR. A program-specific audit is allowed when the grantee or subrecipient uses federal awards under only one federal program.

If a subrecipient uses less than $1,000,000 a year in federal awards, the entity is exempt from the single audit requirements for that year. However, records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and the Government Accountability Office.

15.2.1.1 Preparing for a Single Audit

Whether your agency has a single audit or a program audit, you will be responsible for providing the auditor with:

- Access to personnel, accounts, books, records, supporting documentation, and other information as needed (2 CFR Part 200.508)
- Financial statements that reflect your financial position, results of operations or change in your net assets, and cash flows for the fiscal year (2 CFR Part 200.510)
- A summary schedule of any prior audit findings noting whether corrective action was taken and the status of correction actions not yet completed

[1] For entities with fiscal years ending before Oct. 1, 2024, the lower threshold of $750,000 in annual federal expenditures should be used to determine single audit requirements.

The Single Audit Act requires an independent auditor to report on your organization's internal control systems. The auditor must provide reasonable assurance that you manage federal programs in compliance with applicable laws and regulations (2 CFR Part 200.514 — Standards and Scope of Audit). Please refer to Chapter 4: Financial Management for more information on internal control systems.

15.2.2 Quarterly Performance Reports

The Consolidated Notice for CDBG-DR funding requires OHCS to report performance measures to the U.S. Department of Housing and Urban Development (HUD) on a quarterly basis during the life cycle of the grant. OHCS requires subrecipients to submit performance reports monthly or more frequent progress reports on a case-by-case basis if it decides that regular written reports from a subrecipient are necessary. The performance report must be submitted during the period of performance of the subrecipient grant agreement with a final performance report submitted at closeout. Refer to Chapter 4: Financial Management for more information. The performance report provides the status of financial progress as well as accomplishments and performance measures on a monthly basis. The subrecipient will provide any financial information related to program income if the project activities generate program income. See the attachment at the end of this chapter for guidance on performance reports.

15.2.3 Noncompliance With Grant Management and Audit

Requirements

In accordance with 24 CFR Part 570.492 — State's Reviews and Audits: (a) the state shall make reviews and audits including on-site reviews of subrecipients as may be necessary or appropriate to meet the requirements of section 104(e)(2) of the Act and (b) in the case of noncompliance with these requirements, the state shall take such actions as may be appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences, and prevent a recurrence. The state shall establish remedies for subrecipient noncompliance. See Chapter 13: Monitoring and Audit.

15.3 Subrecipient Agreement/Project Closeout

Once CDBG-DR funds are fully spent and the project is completed, the subrecipient must begin the process of closing out project activities under the subrecipient agreement. While additional closeout information may be required for certain programs, this section describes the closeout conditions that must be met to complete the process, timeline, and reporting requirements for closing out a project.

15.3.1 Closeout Conditions

It is important to note that the following conditions must be met to complete the closeout process:

- The subrecipient has fulfilled all the responsibilities under the subrecipient agreement and completed the activities funded by CDBG-DR in accordance with program guidelines.
- A CDBG-DR national objective has been met.
- All project costs with CDBG-DR funds are paid, with the exception of closeout costs, such as project delivery costs.
- There are no outstanding compliance review findings on the project.
- Any real property acquired has been disposed of according to the CDBG-DR requirements and 2 CFR Chapter I and II, Parts 200, 215, 220, 225, and 230.
- All required audits have been approved. Refer to Chapter 4: Financial Management.

15.3.2 Closeout Timeline

Subrecipients must submit a grant completion report with applicable documentation before the end of the performance period of the subrecipient agreement. The requirement for timely closeout is a subrecipient responsibility. The subrecipient must ensure project timeliness in accordance with the agreed timeline in the award contract. If reasonable additional time is needed, the awardee shall request an amendment to the award contract with a justifiable request to extend the project timeline along with an updated project work plan. Failure to manage project timeliness will affect the awardee's capacity assessment for future CDBG-DR funding.

15.3.2.1 Notice of Completion and Closeout Letter

As part of closeout, subrecipients may perform a final inspection, submit a grant completion report, and return any final program income, if applicable. A final closeout file review will be conducted by OHCS.

After OHCS has reviewed and approved the grant completion report, OHCS will send the subrecipient a letter stating that this report has been approved. If all other requirements have been met and the project is ready to be closed, OHCS will issue a notice of completion or closeout letter to the subrecipient. It is important to note that if there are any outstanding or unresolved audit findings pertaining to the use of CDBG-DR funds, a closeout letter cannot be issued.

15.3.2.2 Record Retention

The subrecipient must maintain all records pertaining to the project for a minimum of three years from the official closeout letter date per 2 CFR Part 200. Refer to Chapter 4: Financial Management in this manual and the applicable federal and state regulations for additional information regarding the specific records that should be maintained and the required format.

15.4 Appendix/Attachment

15.4.1 Guidance for Performance Report

Ensure that enough information is provided for HUD to determine if sufficient progress is being made on this activity.

1. Highlight the status of the activity (i.e., planned, underway, canceled, and completed) when providing details on activity progress. Make sure to include details pertaining to the project schedule as applicable. Highlight the month's accomplishments. Feel free to provide context to the reported current quarter performance measures.
2. Provide details on favorable developments that enabled meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned. Provide details on key components completed, including partnership development and coordination.

3. If there is no progress, obligations, or expenditures during the quarter, use the space to communicate why the activity has not progressed. Report any details, delays, or issues that could hinder meeting the objectives of the activity. Include what actions are being taken or contemplated and any assistance needed to resolve the situation.
4. Include any qualitative actions for Section 3 performance measures. Keep in mind that employment and training opportunities should be in connection with the HUD financial assistance being used. Below are some examples of qualitative effort:
    - Engage in outreach efforts to generate job applicants who are Targeted Section 3 workers.
    - Provide training or apprenticeship opportunities.
    - Provide technical assistance to help Section 3 workers compete for jobs through efforts like resume assistance and coaching.
    - Provide or connect Section 3 workers with assistance in seeking employment, including drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
    - Hold one or more job fairs.
    - Provide or refer Section 3 workers to services supporting work readiness and retention through efforts like interview clothing, test fees, transportation, and child care.
    - Engage in outreach efforts to identify and secure bids from Section 3 business concerns.
    - Provide technical assistance to help Section 3 business concerns understand and bid on contracts.
    - Promote use of business registries to create opportunities for disadvantaged and small businesses.
    - Divide contracts into smaller jobs to facilitate participation by Section 3 business concerns.
    - Provide bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

However, other efforts may be reported as appropriate and applicable to the activity. These efforts may be performed by the program or contractors, including construction firms. For additional information, please refer to Subrecipient Manual Chapter 7 covering Section 3 requirements.

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Asset and Property Management

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16 Asset and Property Management

Asset and property management occurs after following the requirements in Chapter 5 Procurement or Chapter 9 Acquisition and Relocation in the Subrecipient Manual. Once assets or property have been purchased, subrecipients must follow additional rules on the management of the property and specific disposition requirements.

The Federal Regulations classify property into the following categories:[1]

- **Real Property**: Land, including any improvements to and structures located on the land but excluding any moveable machinery or portable equipment. Examples of land improvements can include drainage systems, sewer systems, permanent or stationary power generators, or building emergency shelters.
- **Personal Property**: Any property *other than real property*. Personal property includes physical items (such as equipment), supplies, or intangible items (such as computer software licenses, copyrights, trademarks, and patents).
    - **Equipment**: Must have a useful life of more than one year and a per-unit acquisition cost that is greater than or equal to $10,000 or the subrecipient's capitalization level, whichever is lower or stricter.[2]
    - **Supplies**: Any physical property that does not meet the definition of equipment with a per-unit acquisition cost less than $10,000 or the subrecipient's capitalization threshold, whichever is lower or stricter. Additionally, supplies do not have to have a maximum or minimum useful life to be established.

This chapter details the requirements for use, management, and disposition of any real or personal property purchased with Community Development Block Grant Disaster Recovery (CDBG-DR) funds.

16.1 Overview

The U.S. Department of Housing and Urban Development (HUD) expects any grantee, subrecipient, or developer using federal funds to protect real and personal property purchased as federal assets.

[1] Federal definitions for the terms listed are available at 2 CFR Part 200.1 and should be checked periodically for updates.

[2] Before Oct. 1, 2024, the 2 CFR Part 200 threshold for supplies and equipment was set at an acquisition cost of $5,000.

Any subrecipient that uses CDBG-DR funds for the purchase, construction, or rehabilitation of real property is required to develop an asset management plan for that property. The type and duration of the plan will differ with the type of real property involved.

The following requirements for use, management, and disposition of property apply to all real property purchased or improved with CDBG-DR funds:

- Property can only be acquired with CDBG-DR funds for a *specific purpose* that must be approved by Oregon Housing and Community Services (OHCS) and should be made a part of the Subrecipient Agreement.
- Pursuant to 24 CFR Part 570.503(b)(7), OHCS and its subrecipients are required to restrict the use of federally funded public facilities and housing for a minimum of five years and must conduct annual monitoring of the public facilities or housing use and operations during that period.
- Pursuant to 2 CFR Part 200.311, OHCS is required to restrict the use of property acquired or improved under a federal award to be used for the originally authorized purpose as long as needed. The subrecipient must not dispose of or encumber the property's title or other interests during this time. When the property is no longer needed for the originally authorized purposes, the subrecipient should notify and coordinate any dispositions with OHCS.
- Pursuant to program policy and guidelines for the specific project and any property acquired, the subrecipient must have a plan to monitor the property for the affordability period or monitor any other programmatic requirements that apply.
- Any required affordability periods must be recorded against the real property associated with the project and monitored on at least an annual basis for the duration of the affordability period.
- For any property purchased with CDBG-DR funds, the subrecipient is required to *keep accurate records* for it (e.g., purchase date, price, location, physical description, maintenance history and condition, original and current use, and other inventory types of data).
- The subrecipient is responsible for controlling the use of the property (in accordance with its intended purpose) and taking good care of it (that is, take adequate steps to prevent its damage, theft, or loss). Subrecipients are required to provide insurance coverage for real property and equipment, as found necessary to protect the investment acquired or improved with CDBG-DR funds, provided that the property is under ownership of the subrecipient (non-federal entity). Refer to the Subrecipient Agreement for terms and conditions relating to the use of any real property under the entity's control that the subrecipient acquired, leased, or improved in whole or in part with CDBG-DR funds.

16.2 Real Property

16.2.1 Use

Real property must be used for the original approved purpose for as long as it is needed for that purpose and the subrecipient must not dispose of or encumber its title or other interests.

16.2.2 Acquisition

Projects funded by CDBG-DR are subject to both the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. Section 4601 et seq. (URA) and the federal regulations found in 49 CFR Part 24 (see also section 104(d) of the Housing and Community Development Act of 1974 and implementing rules at 24 CFR Part 42 regarding relocation assistance policies for HUD-funded programs).

The URA provides for uniform and equitable treatment of persons displaced from their homes, businesses, or farms as a result of acquisition, rehabilitation, or demolition of real property for any phase of a federal or federally funded project. The URA also establishes equitable land acquisition policies.

Chapter 9 Acquisition and Relocation details the specific rules to comply with acquisition under the URA and Federal Register alternative requirements and waivers.

16.2.3 Management

16.2.3.1 Change of Use for Real Property

Real property acquired or improved with CDBG-DR funds that exceed the applicable simplified acquisition threshold defined in Chapter 5 Procurement of the Subrecipient Manual must continue to be used for an approved purpose for at least five years following the grant agreement.

A subrecipient may not change the use or planned use of the property without providing affected citizens with reasonable notice and opportunity to comment on the proposed changes and either:

- The new use qualifies as meeting one of the national objectives and is not a building for the general conduct of government,

- The subrecipient, after consultation with affected citizens that it is appropriate to change the use of the property to a use that does not meet a national objective or is not a building for the general conduct of government, or
- The subrecipient may retain or dispose of the property for the changed use if the CDBG-DR program is reimbursed or the state's CDBG program is reimbursed, at the discretion of the state.
- The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, and improvements to, the property, except that if the change in use occurs after grant closeout but within five years of such closeout, the subrecipient shall make the reimbursement to the state's CDBG program account.

16.2.3.2 Safeguarding All Assets

Federal requirements include effective control and accountability for all funds, property, and other assets. Real property, equipment, and supplies are recognized by the generally accepted accounting principles as types of assets. Subrecipients are required to adequately safeguard all assets and ensure that they are used only for authorized purposes.

Insurance Requirements: Subrecipients must provide the equivalent insurance coverage for real property acquired or improved with federal funds as it would for property owned by a non-federal entity. For specific insurance requirements, refer to the Subrecipient Agreement for terms and conditions.

16.2.4 Disposition

Disposition can occur through the sale or long-term lease of real property purchased or improved with CDBG-DR funds. Proceeds from disposition will be considered program income, including gross income from the rental or lease of real property.

16.3 Personal Property

The federal requirements relating to property are organized according to title (ownership), use, and disposition. In general, a subrecipient's property management system must provide for:

- Accurate records
- Regular inventories
- Adequate maintenance and control
- Proper sales procedures

16.3.1 Equipment

Subrecipients must use equipment for the approved purposes of the project during the period of performance or until the property is no longer required for the project and follow disposition requirements. Additionally, subrecipients must not encumber the equipment without approval by OHCS and must dispose of the property following the rules within this chapter.

16.3.1.1 Use

During the time that equipment is used on the project or program for which it was acquired, subrecipients must also make equipment available for use on other projects or programs currently or previously supported by the federal government, provided that such use will not interfere with work on the projects or program for which it was originally acquired.

- First preference for other use must be given to other programs or projects supported by HUD, and second preference must be given to programs or projects under federal awards from other federal awarding agencies.
- Use for non-federally funded programs or projects is also permissible. User fees should be considered if appropriate.

16.3.1.2 Procedures for Tracking Large Property Purchases

Below are procedures for subrecipients to purchase property using CDBG-DR funding:

- To demonstrate the purchase of a property exceeding $5,000, OHCS will require subrecipients to have three bids/quotes and responses. If it is not possible to get the bid/quotes, the subrecipient will need to provide justification for sole source (e.g., if a vehicle and a lease, provide a cost/benefit analysis).
- Purchase information will be provided by the subrecipient to OHCS.
- After the award is made, provide a copy of the invoice/delivery receipt and a copy of the approval used to initiate the purchase.
- Should the subrecipient choose to change the use of the property, they must contact OHCS to ensure that proper procedures are followed. Failure to do so can result in payback of the grant award.
- Before property can be disposed of, the subrecipient should request approval from OHCS.

16.3.1.3 Management Requirements

Procedures for managing equipment, including replacement equipment, whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

- Property records must be maintained that include:
  - A description of the property
  - A serial number or other identification number
  - The source of funding for the property (including the Federal Award Identification Number (FAIN))
  - The name of the title holder
  - The acquisition date
  - The cost of the property
  - The percentage of federal participation in the project costs for the federal award under which the property was acquired
  - The location
  - The use and condition of the property
  - Any ultimate disposition data, including the date of disposal and sale price of the property
- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- Adequate maintenance procedures must be developed to keep the property in good condition.

If the non-federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

16.3.1.4 Documentation

For any property purchased with CDBG-DR funds, the subrecipient is required to keep accurate records. Examples of records include the purchase date, price, location, physical description, title, maintenance history and condition, original and current use, depreciation or amortization, and other inventory types of data.

16.3.1.5 Insurance Requirements

The subrecipient is responsible for controlling the use of the property for its intended purpose, performing routine maintenance, and taking steps to prevent its damage, theft, or loss. Subrecipients are required to provide insurance coverage for real property and equipment, as found necessary to protect the investment acquired or improved with CDBG-DR funds, provided that the property is under ownership of the subrecipient.

Refer to the Subrecipient Agreement for terms and conditions relating to the use of any real property under the entity's control that the subrecipient acquired, leased, or improved in whole or in part with CDBG-DR funds of over $25,000.

16.3.1.6 Disposition

If equipment acquired under a federal award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency (except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the non-federal entity must request disposition instructions from the federal awarding agency). The request is required if specified by the terms and conditions of the federal award. Disposition of the equipment will be made as follows, in accordance with federal awarding agency disposition instructions:

1. Items of equipment with a current per-unit fair market value of $10,000 or less may be retained, sold, or otherwise disposed of with no further responsibility to the federal awarding agency.
2. Except as provided in 2 CFR Part 200.312(b), or if the federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair market value in excess of $10,000 may be retained by the non-federal entity or sold. The federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the federal awarding agency may permit the non-federal entity to deduct and retain from the federal share $500 or 10% of the proceeds, whichever is less, for its selling and handling expenses.
3. The non-federal entity may transfer the title to the property to the federal government or to an eligible third party provided that, in such cases, the non-federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.
4. In cases where a non-federal entity fails to take appropriate disposition actions, the federal awarding agency may direct the non-federal entity to take disposition actions.

16.3.2 Supplies

16.3.2.1 Use

For supplies to be allowable costs for the CDBG-DR program, the costs incurred must be necessary to carry out an eligible activity under the federal award. Purchased materials must be charged at the actual price less any applicable credits or discounts. Additionally, supply expenses can be considered direct or indirect costs but must receive consistent treatment by the subrecipient across federal and non-federal projects and be in accordance with the generally accepted accounting principles. Subrecipients who receive donated supplies to complete the eligible activity must be used without charge to the federal award.

16.3.2.2 Management

Subrecipients must maintain effective control and accountability for all assets, including supplies, to ensure that they are used solely for authorized purchases. Subrecipients and recipients must not use the supplies acquired with the CDBG-DR funding to provide services for a fee that is less than a private company would charge for similar services. This restriction is effective as long as there is a federal interest in the supplies or as authorized by federal statute.

An example would be the purchase of supplies for an entity receiving an economic development loan. If the supplies are used to provide services, the entity would need to bill for services following market and industry standards in the private sector.

16.3.2.3 Disposition

When there is a residual inventory of unused supplies exceeding $10,000 in aggregate value at the end of the Subrecipient Agreement and the supplies are not needed for any other federal award, the subrecipient may retain or sell the unused supplies.[3] Subrecipients are required to follow sales procedures that provide for competition, to the extent practicable, and that result in the highest possible return on disposition of property per 2 CFR Part 200.311(d)(2).

HUD or OHCS is entitled to compensation for unused supplies by multiplying the percentage of the federal contribution toward the cost of the original purchase by the current market value or proceeds from the sale of the supplies. If the supplies are sold,

[3] Unused supplies are new and have not been opened or used before.

OHCS may allow subrecipients to retain up to $1,000 of the sale proceeds to cover expenses associated with the disposition of the supplies.

16.4 Examples of Asset Management Plans

16.4.1 Single Family Housing Rehabilitation/Reconstruction

Housing is not determined to have achieved a national objective until the unit is occupied or reoccupied by the owner. Verification of occupancy should be placed in the project file for each property.

The subrecipient will continue to monitor the ownership of all the properties with affordability periods until that period has expired. A copy of the executed grant agreement specifying the expiration date of the affordability period should be filed with the clerk or register of deeds for the county in which the project is located. The recordation will assist in ensuring that the subrecipient is notified if an attempt is made to sell the property before the expiration of the affordability period.

On an annual basis, public land records and/or assessor's data can be used to verify ownership and current property tax status. If a sale is found that lacked notification to the subrecipient, the owner will be contacted and the situation of the sale reviewed for potential recapture of the remaining CDBG-DR obligation. If a property is determined to be delinquent on property taxes, the subrecipient will assist the homeowner to enter a payment plan.

A sample sheet is included with this document. It lists the Disaster Recovery Grant Reporting (DRGR) number, property address, and expiration date of affordability period. A copy of this plan must be submitted to OHCS Compliance.

16.4.2 Small Rental Rehabilitation Program

Based on the program guidelines, landlords are required to make their units assisted by CDBG-DR available to low- and moderate-income tenants for the duration specified in their grant agreement. Verification of a valid lease and occupancy of a unit by an income-qualified tenant are the basis on which a national objective is verified.

On an annual basis, each landlord must submit a current rent roll and copy of the current lease. The subrecipient should conduct a HUD housing quality standards (HQS) inspection annually as well. Upon initial lease-up, and whenever there is unit turnover, the landlord is required to provide documentation of household composition and income verification.

Appendix A is a sample report that lists the DRGR activity number, property address, and expiration date of the affordability period. A copy of this plan must be submitted to OHCS Compliance.

16.4.3 Multifamily Housing

A multifamily project is not determined to have achieved a national objective until at least 51% of the units are leased and occupied by income-qualified tenants. The subrecipient should collect a copy of the lease and tenant income and demographics for each unit leased.

Once lease-up has been achieved, the asset management plan that the subrecipients will implement for the multifamily projects involves the following:

Initial Review

- Confirm that all the elements of the initial financing on which the subrecipient's funding decision was based remain the same, including permanent loan financing and the developer's contributions.
- Confirm that demographic information is being regularly collected for tenants, including any new tenants, and that tenant turnover is being reported to the subrecipient for reporting into DRGR.

Semiannual Review

- Review actual operating costs versus the original operating pro forma. Look for variations that will negatively impact cash flow and debt service responsibilities.
- Review economic vacancy and collection numbers for increases in turnover or delays in putting vacant units back into service.
- Collect required demographic information on any new tenants.

Annual Review

- Compare actual performance to budget.
- Compare current performance to same period in prior year.
- Compare current operations to historic performance.
- Compare actual performance to projected performance.

- Compare deal performance to similar projects.
- Conduct an annual review of all on-site HQS inspections of units performed by the responsible party.
- Based on a sampling of HQS inspection reports, conduct on-site HQS inspections of a sampling of units.
- Collect annual rent roll information and demographics on all tenants.
- Look for:
    - Cash on hand
    - Accounts payable information
    - Tenant receivables
    - Repairs and maintenance expenditures
    - Operating expenses per unit
    - Debt service coverage ratio (should be greater than or equal to 1.15)

If, based on an analysis of the data described above, the projects funded by CDBG-DR have become "troubled," the subrecipient will take the following actions:

- Notify OHCS Compliance.
- Convene all stakeholders (ownership partners, lenders, management company).
- Identify the problem(s).
- Establish benchmarks for addressing and remediating the problems.
- Develop a timeline.
- Create an action plan that will identify the responsibilities of partners and hold them accountable.

16.4.4 Infrastructure Projects

The most effective and efficient method of ensuring appropriate oversight of an infrastructure investment is to require, as a condition of funding, that a responsible entity enter a Maintenance and Operating Agreement with the subrecipient.

16.5 Regulations

The following table shows the type of property standards and provides links to the applicable regulation within 2 CFR Part 200 with an example of what type of property is included in each section as applicable.

Property Standards	Example	Refer to Citation
Insurance Coverage		2 CFR Part 200.310
Real Property	Land/Buildings	2 CFR Part 200.311
Tangible and Nonexpendable Equipment	Equipment	2 CFR Part 200.313
Tangible and Expendable Equipment	Supplies	2 CFR Part 200.314
Intangible Property	Copyrights	2 CFR Part 200.315

16.6 Appendices

16.6.1 Appendix A: Multifamily Property Tracking Sample Form

The activities listed below have their affordability period enforced as defined in Oregon's CDBG-DR Action Plan and the Grant Agreement.					
DRGR Activity Number	**Address**	**Affordability Period**	**Unit Number**	**Start of Affordability Period**	**End of Affordability Period**

16.6.2 Appendix B: Asset Management for Single Family Properties Sample Form

The activities listed below have their affordability period enforced by RECAPTURE provisions as defined by the CDBG-DR Homeowner Program Policies and Procedures.							
Single Family Homes							
Applicant ID	**Street Address**	**City**	**ZIP Code**	**DRGR Activity Number**	**Affordability Period (number of years based on Action Plan)**	**Start of Affordability Period**	**End of Affordability Period**

16.6.3 Appendix C: Asset Management Report Sample Form

Asset ID Number	**Asset Name**	**Asset Description**	**Purchase Date**	**Cost**	**Useful Life**

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EXHIBIT K

Reporting Requirements Form

EXHIBIT K.1

Performance Reporting

EXHIBIT K
CDBG-DR REPORTING REQUIREMENTS FORM

A.1 Performance Report

City of Mill City shall complete the Performance Report (Exhibit K.1) as outlined in the Exhibit J – Subrecipient Manual Version 1.1. Once the total project expenditures have occurred and the project has been completed, a final report shall be submitted, and monthly reporting requirements will no longer be required.

Performance Reports are due according to the following table:

Report	Year	Month	Period Covered	Due Date
1	2026	November	Contract Execution - October 1st - 31st	November 8, 2026
2	2026	December	November 1st - 30th	December 8, 2026
3	2027	January	December 1st - 31st	January 8, 2027
4	2027	February	January 1st - 31st	February 8, 2027
5	2027	March	February 1st - 28th	March 8, 2027
6	2027	April	March 1st - 31st	April 8, 2027
7	2027	May	April 1st - 30th	May 8, 2027
8	2027	June	May 1st - 31st	June 8, 2027
9	2027	July	June 1st - 30th	July 8, 2027
10	2027	August	July 1st - 31st	August 8, 2027
11	2027	September	August 1st - 31st	September 8, 2027
12	2027	October	September 1st - 30th	October 8, 2027
13	2027	November	October 1st - 31st	November 8, 2027
14	2027	December	November 1st - 30th	December 8, 2027
15	2028	January	December 1st - 31st	January 8, 2028
16	2028	February	January 1st - 31st	February 8, 2028
17	2028	March	February 1st - 28th	March 8, 2028
18	2028	April	March 1st - 31st	April 8, 2028
19	2028	May	April 1st - 30th	May 8, 2028
20	2028	June	May 1st - 31st	June 8, 2028
21	2028	July	June 1st - 30th	July 8, 2028
22	2028	August	July 1st - 31st	August 8, 2028
23	2028	September	August 1st - 31st	September 8, 2028
24	2028	October	September 1st - 30th	October 8, 2028
25	2028	November	October 1st - 31st	November 8, 2028
26	2028	December	November 1st - 30th	December 8, 2028
27	2029	January	December 1st - 31st	January 8, 2029
28	2029	February	January 1st - 31st	February 8, 2029

EXHIBIT K.1

Case Id: 32023
Name: Mill City Water Pump Station - 2025
Report Id: (INSERT MONTH) (YEAR)

Infrastructure	
# of Public Facilities	
Total	

A. Narrative

Please provide the following information.

A.1. Please describe significant project accomplishments during this month. Additionally, please provide details on any new activities started or activities completed during this month:

A.2. To the extent not covered above, please describe any challenges or issues faced during this past month in achieving planned progress against the project milestones listed above. Additionally, please identify any areas or issues where technical assistance from the OHCS program staff may be useful?

A.3. Please describe any public outreach and engagement, including any Fair Housing Actions, you've carried out related to your project, including but not limited to marginalized communities and vulnerable populations.

B. Contracting

please include information relating to /contracts that you/the subgrantee are negotiating or have entered into, or that your contractor, or subcontractor is negotiating or entered into for this reporting period.

B.1. If applicable, please provide the following information with regard to agreements with contractors or partners as a result of your project.

Number of Signed Agreements

Number of active procurement efforts

B.2. Please list the names of contractors or subgrantees with whom you have signed the agreements. Please describe with specificity the portion of your project that this third party operates.

B.3. Briefly provide a summary of your MWBE efforts and utilization to date.

B.4. Please provide any other information you deem relevant which may help us in evaluating the extent of your efforts

B.5. Target for percentage of total contract costs to be performed by MWESB (Minority-owned, Women-owned and or Emerging Small Businesses) contractors.

B.6. Are certified payrolls complete and on file?

Please describe issues collecting payroll documentation, if any and steps being taken to correct those issues.

B.7. Total construction hours worked during reporting period:

C. Section 3

Please provide the following information.

C.1. Briefly provide summary of your Section 3 efforts and utilization to date.

C.2. Provide any other information you deem relevant which may help us in evaluating the extent of your efforts.

C.3. Total Hours worked by qualified Section 3 workers:

C.4. Total Hours worked by "Targeted" Section 3 workers:

C.5. Total Working Hours:

D. Milestones

Please provide the following information.

Please provide the percent complete for the following key milestones in your project. Write "0" in the Percent Complete column and "N/A" in the Narrative column if your project does not include this activity. Please provide a narrative description if the percent complete is different from the target provided in your baseline plan.

Milestone	Narrative-Please particularly address variance from plan.	Percentage Complete
Overall Project		%
Environmental		%
Engineering and Design Plans		%
Construction Procurement		%
Site Preparation		%
Construction Permits and Other Approvals		%
Construction		%
Equipment Procurement		%
Reporting and Compliance		%
Other - Please specify in narrative field:		%

E. Budget and Funds Expended

Report the high-level budget amounts tied to the PIER project. Amounts must be entered for the report period covered in this performance report and the cumulative amount.

	This Period	To Date
Total Project Budget		
Total CDBG-DR Funds Awarded	$800,000.00	$800,000.00
Leveraged Funds Awarded to Date		
Total CDBG-DR Funds Expended		
Leveraged Funds Expended to Date		
Program Income Received		
Program Income Expended		

EXHIBIT L

PIER Marion County Project Invoice Coversheet v1.0

Exhibit L - Invoice Cover Sheet

PIER Subrecipient Invoice Coversheet

ATTENTION: Is this draw request a **Cash Advance**?
Be sure to complete a Cash Advance Approval Form

Instructions: Complete sections in blue. The rest of the form will auto-populate based on selections.

Invoice To:

Disaster Recovery and Resiliency
Oregon Housing and Community Services
725 Summer St NE, Suite B
Salem, OR 97301

Subrecipient Name:

Marion County - Mill City Water Pump Station
555 Court St NE
Salem, OR 97301
(503) 507-6282

Contract Information:

Contract No:	9269
Contract Period:	12/8/25-2/2/29

Invoice Information:

Invoice No:	
Invoice Date:	

Invoice Period:

Start Date:	
End Date:	

Budget and Invoice Information

Contract NTE	Previously Billed	Billed This Period	Billed To-Date	Remaining Balance
$ 800,000.00	$ -	$ -	$ -	$ 800,000.00

Allocation of Budget Category

Complete the following information in accordance with appropriate budget categories as approved in the Subrecipient Budget Form. Invoice allocation total must match invoice total and must tie to documentation provided.

Budget Category	Amount Billed	Description/Notes
Personnel		
Direct Assistance/ Direct Project Costs		
Contractual		
Travel		
Other Direct Costs		
Other Indirect Costs		
Indirect Personnel Costs		
Total	$ -	

For OHCS: Refer to this table for Budget Category Breakdown Totals.

NBLY Category Summary:	
Activity Delivery Costs	$ -
Direct Project Costs	$ -
Total	$ -

Allocation of DRGR Activities

The following section will auto-populate based on Vendor/Subrecipient Name selected and allocation of invoice provided above.

DRGR Activity #	Amount
PIER / 9269 / MarionCo MC Water Pump_UN_HMID_MIT	$ -
Total Allocated:	$ -

Invoices must:

(a) be submitted through this form;
(b) be supported by documentation that, in the judgment of OHCS, fully substantiates costs incurred;
(c) prominently display OHCS "Contract No." and "Contract period";
(d) include the invoice number and invoice date;
(e) include the service period of invoiced costs; and
(f) include vendor mailing address and telephone number.

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provisions of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Section 3729-3730 and 3801-3812.

Invoice Preparer (Signature): _____ **Phone Number:** _____
Invoice Approval (Signature): _____ **Date:** _____

Attachments: (Support documentation: direct expense receipts, labor records, etc.)

Invoice Log

Subrecipient Name: Marion County [Insert Project]
Contract #: 9269

Contract Period #: 12/8/25 - 2/2/29
Program(s): PIER

Log of Current and Past Invoices

Invoice #	Invoice Start	Invoice End	Invoice Amount	Invoice Purpose
1			$ -	

**Add Additional Sheets as Necessary*

Total Invoiced: $ -

Subrecipient Invoice Review Checklist

This checklist covers the review of the Invoice Coversheet, invoice backup documentation, and verification of information in Smartsheet.

Step 0: General

Verify the following information prior to reviewing any documentation.

- [ ] Subrecipient has an executed & active contract
- [ ] Subrecipient has no compliance flags preventing drawdown
- [ ] Is the request for a Cash Advance?
- [ ] Subrecipient has an approved budget
- [ ] Subrecipient is up to date on reporting requirements
- [ ] If this is a Cash Advance, is there a completed Cash Advance Approval Form?

Step 1: Invoice Coversheet

Verify the following information has been completed and is accurate.

Subrecipient Name

- [ ] Subrecipient Name
- [ ] Subrecipient Address
- [ ] Subrecipient Phone Number

Contract Information

- [ ] Contract No (auto-populated)
- [ ] Contract Period (auto-populated)

Invoice Information

- [ ] Invoice No
- [ ] Invoice Date

Invoice Period

- [ ] Invoice Period Start Date
- [ ] Invoice Period End Date

Budget and Invoice Information

- [ ] Contract NTE (auto-populated)
- [ ] Previously Billed (auto-populated)
- [ ] Billed this Period (auto-populated)
- [ ] Billed To-Date (auto-populated)
- [ ] Remaining Balance (auto-populated)

Allocation of Invoice

- [ ] Amount Billed for each budget category has been completed
- [ ] Allocation for National Objective (LMI vs UN) has been completed in accordance with the Quarterly Splits

General

- [ ] Invoice Period is within the Contract Period Dates
- [ ] Remaining Balances is not less than $0 and makes sense
- [ ] DRGR Activity # is appropriate for what is being charged
- [ ] Activity Description describes the cost and is an allowable cost
- [ ] The total line item amounts match the total Allocated (D44, & J56 should match D36)
- [ ] Invoice Coversheet is signed & dated

Facilities & Admin Cost

- [ ] The indirect rate being utilized is notated
- [ ] The indirect rate matches what is in the approved budget

Step 2: Documentation

Verify backup documentation substantiates cost and all required receipts and supporting documentation are included for each type of cost.

Infrastructure Projects

Subrecipient Personnel

- [ ] Verify timesheets and payroll reports have been submitted for each employee that is being charged to the grant.

Timesheets should:

- [ ] Specify the period (date range) of the pay period and must correspond with the employee's paycheck for that pay period
- [ ] Reflect all hours worked during the pay period, regardless of funding source
- [ ] Identify the number of hours and percentage of total hours worked for each project/activity by funding source
- [ ] Be signed and dated by the employee and supervisor or otherwise authorized electronically

Payroll reports should:

- [ ] Itemize the wages and benefits for the employee for each pay period, multiplied by the proportion of hours worked on the CDBG-DR project or activity

Direct Project Costs & Other Subrecipient Contracts

- [ ] Appropriate receipts, invoices, proof of payment, or other backup documentation should be provided and reflect the amount being charged on the invoice. Account for any credits or discounts accordingly.
- [ ] Receipt identifies the date of purchase or period of performance of services
- [ ] Date shown on receipt falls within the time period of the invoice
- [ ] Receipt has been paid and invoice shows a $0 balance
- [ ] Invoice or receipt shows required approvals compliant with local payment processing requirements.
- [ ] Receipt provided itemization of the goods or services provided.
- [ ] If *Construction,* include all necessary pre-construction costs and copy of deliverables. For example, permits, land acquisitions, etc.
- [ ] If *Time and Materials contract* , must include the name/position, rate, and hours worked per day along with a description of the task(s) performed for each time entry being invoiced
- [ ] If *Travel* , purpose of travel is notated in documentation

Facilities & Admin Costs

- [ ] Backup documentation is provided demonstrating how the approved rate was applied & calculated

Economic Revitalization Projects

Subrecipient Personnel

- [ ] Verify timesheets and payroll reports have been submitted for each employee that is being charged to the grant.

Timesheets should:

- [ ] Specify the period (date range) of the pay period and must correspond with the employee's paycheck for that pay period
- [ ] Reflect all hours worked during the pay period, regardless of funding source
- [ ] Identify the number of hours and percentage of total hours worked for each project/activity by funding source
- [ ] Be signed and dated by the employee and supervisor or otherwise authorized electronically

Payroll reports should:

- [ ] Itemize the wages and benefits for the employee for each pay period, multiplied by the proportion of hours worked on the CDBG-DR project or

Direct Project Costs & Other Subrecipient Contracts

- [ ] Appropriate receipts, invoices, proof of payment, or other backup documentation should be provided and reflect the amount being charged on the invoice. Account for any credits or discounts accordingly.
- [ ] Receipt identifies the date of purchase or period of performance of services
- [ ] Date shown on receipt falls within the time period of the invoice
- [ ] Receipt has been paid and invoice shows a $0 balance
- [ ] Invoice or receipt shows required approvals compliant with local payment processing requirements.
- [ ] Receipt provided itemization of the goods or services provided.
- [ ] If *Time and Materials contract* , must include the name/position, rate, and hours worked per day along with a description of the task(s) performed for each time entry being invoiced
- [ ] If *Travel* , purpose of travel is notated in documentation

Facilities & Admin Costs

activity

☐ Backup documentation is provided demonstrating how the approved rate was applied & calculated

Step 3: Neighborly, Backup documentation, and Invoice Coversheet

Verify the following is consistent between all documentation.

General

☐ Total amount between Neighborly, Backup documentation and Invoice Coversheet match.

☐ Contract number shown in Neighborly, Backup documentation and Invoice Coversheet match.

☐ Verify invoice period matches the backup documentation

☐ Verify that all amounts are totalling correctly and appropriately

☐ Verify all costs being claimed are reasonable expenses

First Draw Programmatic Draw Review Checklist	
Subrecipient Agreement Number	
Subrecipient	
Project Title	
PIER Program – Project NBLY Case Number	

Item	Submitted	Follow up	Date Complete
Infrastructure and Economic Revitalization Projects			
Environmental Review			
Proof of Insurance			
Citizen Participation Plan (local government)			
Language Access Plan			
Excessive Force Policy (local government)			
Resolution Supporting Fair Housing (local government only)			
Residential Anti-Displacement and Relocation Assistance (RARAP) Certification			

EXHIBIT M

Executed Grant Agreement #9269 Between OHCS and Marion County

Docusign Envelope ID: EBD15D7D-DB12-448F-BB9F-6406228B1443

STATE OF OREGON
HOUSING AND COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY SUBRECIPIENT GRANT AGREEMENT

This Subrecipient Grant Agreement No. 9269 (this "**Agreement**") is entered into on the Effective Date (as hereinafter defined) by and between the State of Oregon, acting by and through its Housing and Community Services Department ("**OHCS**" or "**Agency**"), and **MARION COUNTY,** a political subdivision of the State of Oregon (the "**Subrecipient**"). OHCS and the Subrecipient may be jointly referred to herein as the "Parties" or, individually as a "Party".

RECITALS

A. Pursuant to Public Law (P.L.)117-43 and the Federal Register Notice dated February 3, 2022 at 87 FR 6364, the U.S. Department of Housing and Urban Development ("**HUD**") awarded $422,286,000 in Community Development Block Grant Disaster Recovery ("**CDBG-DR**") funds to OHCS (the "**OHCS Award**") for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 et seq.) and described in OHCS' Action Plan that was approved by HUD (the "**Action Plan**").

B. The Action Plan describes how OHCS will support wildfire recovery in the eight most impacted counties (Clackamas, Douglas, Jackson, Klamath, Lane, Lincoln, Linn, and Marion counties) (collectively, the "**Impacted Area**") by the 2020 Labor Day fires in Oregon. OHCS will disburse the OHCS Award to counties, municipalities, nonprofit organizations, school districts, public housing authorities, special districts or other public or quasi-public entities (collectively, "**Subrecipients**" in the Impacted Area.

C. The Action Plan also describes the various CDBG-DR recovery programs (collectively, the "**Programs**" and each, a "**Program**") under which Subrecipients will conduct allowable recovery activities in the Impacted Area. The Program applicable to the Subrecipient's allowable recovery activities and the Subrecipient's Program requirements, are defined in Exhibit A attached hereto (the "**Program Requirements**").

D. For the Subrecipient's delivery of the Program Activities, OHCS is subawarding a portion of the OHCS Award to the Subrecipient in an amount not to exceed **THIRTY-FOUR MILLION SIXTY-SIX THOUSAND SEVEN HUNDRED AND FORTY-FIVE DOLLARS** (**$34,066,745.00**) (the "**Grant**" or the "**Grant Amount**"), subject to the terms and conditions set forth herein.

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AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, including the terms, conditions, covenants, warranties, and undertakings set forth herein, the Parties hereto hereby agree as follows:

1. TERM; INCORPORATION; ATTACHMENTS

1.1. Term. This term of this Agreement (the "**Term**") will become effective when **all Parties have executed this Agreement and all necessary approvals have been obtained** (the **"Effective Date"**) and expires on **February 2, 2029** (the "**Expiration Date**"), unless otherwise terminated as provided in this Agreement or extended as required below. Subrecipient's performance of the Program Activities described in Exhibit A may start **July 1, 2025** (the "**Pre-Award Cost Date**") and shall be governed by the terms and conditions herein, and such expenses incurred by Subrecipient may be reimbursed in accordance with this Agreement, once this Agreement is in effect. To the extent that the Subrecipient desires to extend the Term, a request for an amendment must be sent in writing to OHCS thirty (30) calendar days prior to the Expiration Date outlining the reasons for the delay and specifying how much additional time is requested. To be effective, an extension of the Effective Date must be approved by OHCS in writing.

1.2. Incorporation. The foregoing Recitals and referenced documents are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that nothing in the Recitals or in the incorporated documents, will be deemed to modify this Agreement unless provided otherwise herein.

1.3. Attachments. The following Exhibits and referenced documents are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein, provided, however, that nothing in the Exhibits or in the incorporated documents will be deemed to modify the express provisions hereinafter set forth.

Exhibit A: Allowable Program Activities and Requirements (by project)
Exhibit A1: Detroit Ave Street Rehabilitation
Exhibit A2: Bear Creek Campground Rehabilitation
Exhibit A3: Mill City Water Pump Station
Exhibit A4: Downtown Gates Street Rehabilitation
Exhibit A5: Alder Street Rehabilitation
Exhibit A6: North Fork Park Landslide Stabilization
Exhibit A7: Gates Wastewater Collection System
Exhibit B: Insurance Requirements
Exhibit C: Federal Grant Award Information
Exhibit D: HUD General Provisions and other Federal Statutes
Exhibit E: Approved Project Budgets

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2. GENERAL REQUIREMENTS

2.1 The Subrecipient shall complete, in a satisfactory manner as determined by OHCS, the projects described in Exhibits A1 through A7 . The Subrecipient shall perform all requirements in accordance with the terms of this Agreement, the Program Requirements, and all exhibits, which are hereby incorporated.

2.2 The Subrecipient shall prepare and submit to OHCS all required project(s) documentation in accordance with the attached Exhibit A. OHCS reserves the authority and discretion to review and require revisions before approving the use of funds for project implementation.

2.3 The Subrecipient may only carry out the roles and responsibilities described in this Agreement.

2.4 The Subrecipient is prohibited from charging to Grant the costs of ineligible activities, including those described at 24 C.F.R. 570.207, unless waived or made eligible by applicable Federal Register Notice, from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying. The Subrecipient may be financially liable for the carrying out of activities outside the parameters of the Program or the contemplated Program Requirements.

2.5 All activities funded with CDBG-DR funds must meet one of two CDBG-DR Program's National objectives: benefit low-and-moderate-income (LMI) persons or addressing urgent need. The Subrecipient certifies that the activities carried under this Agreement meet at least one of these national objectives. Additionally, Subrecipient ensures collection of the necessary information and applicable forms to document National Objectives met.

The Subrecipient shall ensure that the services meet the applicable CDBG-DR National Objective(s) and that all subgrantees, subcontractors or third parties complete the applicable forms to document the National Objective(s). The urgent need national objective will only be used when an LMI national objective cannot be achieved through the project, but the project has demonstrable recovery or mitigation benefits within the HUD- or grantee- identified Most Impacted and Distressed (MID) areas. Each approved Project Description Form will describe the urgency, type, scale, and location of the disaster-related impact that will be addressed through the project. For planning activities, in accordance with 87 FR 6364: "To assist state grantees, HUD is waiving the requirements at 24 CFR 570.483(b)(5) and (c)(3), which limit the circumstances under which the planning activity can meet a low and moderate-income or slum-and-blight national objective. Instead, as an alternative requirement, 24 CFR 570.208(d)(4) applies to states when funding disaster recovery-assisted, planning-only grants, or when directly administering planning activities that guide disaster recovery. In addition, 42 U.S.C. 5305(a)(12) is waived to the extent necessary so the types of planning activities that states may fund or undertake are expanded to be consistent with those of CDBG Entitlement grantees identified at 24 CFR 570.205."

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3. PERFORMANCE MONITORING AND REPORTING

3.1. Monitoring. OHCS shall monitor the performance of the Subrecipient as necessary to ensure that the funds allocated to the Subrecipient are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement, including the timeframes and performance goals associated with the activities under this program. The review will include reviewing financial and performance reports required by OHCS; following up and ensuring that the Subrecipient takes timely and appropriate actions on all deficiencies pertaining to the Federal award provided to the Subrecipient from OHCS detected through audits, on-site monitoring and other means; and issuing a management decision for audit finding pertaining to the Subrecipient from OHCS as required by 2 C.F.R 200.521.

Substandard performance, defined as a performance that falls short of the standard expected of the Subrecipient, will constitute noncompliance, and may be suspended or terminated as described in Section 6.2 of this agreement.

If action to correct such substandard performance is not taken by the Subrecipient within mutually agreed timeline, OHCS may impose additional conditions, disallow all or part of the cost of the activity or action not in compliance or initiate other remedies for noncompliance, as appropriate and permitted under 2 C.F.R Part 200.339.

3.2 Reporting. The Subrecipient shall complete and submit a monthly report by the 15th of each month for the previous month for each individual project, unless otherwise agreed by OHCS. The report must be submitted in the form and with the content specified and required by OHCS. OHCS shall notify the Subrecipient in writing of the guidelines and requirement applicable to submittal of each project's performance report, and such notification will be deemed incorporated by reference to this Agreement.

The Subrecipient shall provide OHCS with a final project report upon completion of the project. It is expressly understood and agreed by the Parties that if the Subrecipient fails to submit to OHCS in a timely and satisfactory manner any report required by this agreement, OHCS may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Subrecipient. If OHCS withholds such payments, it shall notify the Subrecipient in writing of its decision and the reasons, therefore. Payments withheld pursuant to this paragraph may be held by OHCS until such time as the delinquent obligations for which funds are withheld are fulfilled by the Subrecipient.

The Subrecipient is required to immediately report to OHCS any incident of criminal misapplication of funds associated with this agreement.

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4. GRANT FUNDS AND DISBURSEMENT

4.1. Budget. The Subrecipient shall complete all activities in Exhibits A1 through A7 of this Agreement in accordance with the approved corresponding project budget inExhibit E attached hereto. OHCS may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide any requested supplementary budget information in the form and content prescribed by OHCS. Any amendment to the budget must be approved in writing and signed by OHCS and the Subrecipient.

4.2. Budget Changes. Subrecipient may make changes to any budget category amounts up to 10% of the total award amount per line item with the approval of OHCS so long as budget categories are not added or deleted, the total dollar amount of the Agreement is not affected, and the outcomes of the Agreement will not be materially affected as determined by OHCS. Such changes to the budget must be approved in writing and signed by OHCS and the Subrecipient. Amendments are required for any other budget changes.

4.3. Working Capital Advance. If lacking sufficient working capital, the Subrecipient can request a Working Capital Advance to cover anticipated initial expenses. After the initial period, the Subrecipient will receive funds on a reimbursement basis. In its request to Agency, the Subrecipient must provide documentation demonstrating financial need. The Subrecipient must also maintain, or demonstrate the willingness to maintain, both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Working Capital Advance payments to the Subrecipient must be limited to the minimum amounts needed for the initial period and be timed to be in accordance with the estimated, immediate cash requirements of the Subrecipient in carrying out the purposes of the grant as described in this Agreement. The timing and amount of Working Capital Advance payment must be as close as is administratively feasible to the actual disbursements by the Subrecipient for allowable grant direct costs and the proportionate share of any allowable indirect costs. Working Capital Advance fund payments are at Agency's sole discretion and will be made only as close as is administratively feasible to the actual use by the Subrecipient for applicable direct or indirect Work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Requirements.

4.4. Cash Advance. If the Subrecipient has insufficient cash flow to cover the costs of administering this agreement, then cash advances may be requested. This method transfers CDBG-DR funds to the Subrecipient to meet obligations before actual cash disbursements have been made. The services are rendered, costs are incurred, but the invoice received (or expected) has not been paid. Cash advances are considered expended by HUD and do not require an interest-bearing account. These funds will need to be substantiated with supporting documentation within a reasonable timeframe. Upon receipt of the cash advance, the Subrecipient will pay the invoice within three (3) days to be compliant with the federal Cash Management Improvement Act and OHCS'

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timely expenditures policy. As an additional financial safeguard, OHCS may require Subrecipients to deposit any amount exceeding $25,000.00 into an interest-bearing account if the funds are not utilized within three (3) business days of receipt.

4.5. Indirect Costs. Indirect costs may be charged to OHCS, under a negotiated indirect cost rate agreement with a federal cognizant agency, a de minimis indirect cost rate (for applicable entities) or indirect cost proposal prepared and approved prior to the charging to the grant, in accordance with 2 C.F.R. Part 200, Subpart E, as approved by OHCS in writing.

4.6. Program Income. The Subrecipient shall notify OHCS, within twenty-four (24) hours of receipt of any Program Income generated by activities carried out with CDBG-DR funds made available under this Agreement. All Program Income, as defined at 24 C.F.R Part 570.500 generated by activities carried out with Grant funds must be returned to OHCS if retention of such is not previously approved, in writing, by OHCS. Program Income is subject to all applicable CDBG-DR laws, regulations and OHCS policies and procedures for so long as it exists. All program assets, other than Program Income (property, equipment, etc.) will revert to OHCS upon the termination of this Agreement in accordance with applicable Federal laws, regulations, HUD Notices, policies and guidelines. OHCS will notify the Subrecipient in writing of the applicable procedures for the return or reversion of Program Income and Program Assets to OHCS, as applicable to the activities.

4.7. Request for Reimbursement. The Subrecipient is authorized to submit pre-award costs incurred from the Pre-Award Cost Date to the Effective Date of this Agreement for reimbursement. The Subrecipient shall submit to the Agency requests for reimbursement of activities under this Agreement and consistent with the approved budget and scope of work for each project, by the 15th of the month, for the previous month, unless otherwise agreed by the Agency. Each Request for Reimbursement must be broken down into requested reimbursements against the budget line items associated with the individual approved budget for each project. The Subrecipient shall submit Requests for Reimbursement to the Agency, on the form and with the content specified and required by OHCS. The request for Reimbursement must be submitted with all documents necessary to justify the payment or any other supporting documents requested by OHCS. Documentation must be provided by Subrecipient demonstrating that all vendor procurements for which payment is requested have been made in accordance with this Agreement, unless such a vendor procurement record has already been provided to OHCS. If OHCS determines that the submitted Request for Reimbursement and supporting documents are acceptable, then the invoice must be approved for payment. The Agency reserves the right to conduct any audit it deems necessary. If OHCS determines that any completed grant activities or documentation are not acceptable and that any deficiencies are the responsibility of Subrecipient, OHCS shall prepare a written description of the deficiencies and will deliver such notice to Subrecipient. The Parties shall correct any deficiencies at no cost to OHCS.

4.8. Cash Management. In accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, the Subrecipient shall limit any request for funds to the minimum amount needed to accomplish its described

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purposes and to time the requests in accordance with the actual, immediate requirements in carrying out Grant programs to be funded through Request for Funds.

5. FUNDING APPROPRIATION

Funding under this Agreement is contingent on a CDBG-DR award to OHCS or a Grant Agreement between the State of Oregon or OHCS, and HUD, and OHCS' receipt of CDBG-DR funds. It is expressly agreed and understood that the total funding amount to be paid by OHCS to the Subrecipient under this Agreement must not exceed the amount specified in this Agreement. Such payment will be compensation for all allowable services required, performed, and accepted under this Agreement. However, OHCS reserves the right to reduce the funding amount if CDBG-DR funding is not provided at the currently anticipated levels and/or if the actual costs for the approved activities are less than those set forth in this Agreement.

6. SUSPENSION OR TERMINATION

6.1. Nonperformance Standard. If at the end of the six (6) months from the Effective Date, as defined in Section 1, of this Agreement, the Program activity has not begun or at any time during the term the Program activity has not accomplished the performance objectives set forth by OHCS, OHCS may, at its sole discretion, terminate this Agreement, de-obligate funds made available under this Agreement, and/or recapture funds previously expended by the Subrecipient under this Agreement from non-federal funds. No extensions of this Agreement will be granted unless the Subrecipient can document circumstances beyond its control that prevented start of the activities. OHCS shall review the properly filed and documented circumstances which are alleged to have prevented initiation of activity and exclusively reserves the right to decide if an extension is warranted, relative to the reasons stated as well as the prevailing circumstances.

6.2. Termination. OHCS may terminate this Agreement, in whole or in part, upon 45 calendar days' notice, whenever it determines that the Subrecipient has failed to comply with any term, condition, requirement or provision of this Agreement. Failure to comply with any terms of this Agreement, include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of Grant funds provided under this Agreement.
4. Submission by the Subrecipient to OHCS of reports that are incorrect or incomplete in any material respect.
5. Continuing to provide misinformation to applicants or the public regarding allowable recovery activities under the Programs after receiving notice from OHCS that identifies the misinformation previously provided.

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6.2.1 OHCS shall promptly notify the Subrecipient, in writing, of its determination and the reasons for the termination together with the date on which the termination will take effect and any other notifications required under 2 CFR Part 200.339 through 200.343. Upon termination, OHCS reserves the right to recover any improper expenditures from the Subrecipient and the Subrecipient shall return to OHCS any improper expenditures no later than thirty (30) calendar days after the date of termination.

6.2.2 OHCS may, at its sole discretion, allow the Subrecipient to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of this Agreement, 2 CFR Part 200, Subpart E, Cost Principles, and any other applicable State or Federal statutes, regulations, or requirements.

6.2.3 This Agreement may be terminated in whole or in part by either OHCS or the Subrecipient or based on agreement by both Parties in accordance with the requirements in 2 CFR Part 200.339 through 200.343.

7. CONTRIBUTION

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

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

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instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

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

7.4. The Subrecipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("**Indemnitee**") 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 the Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor, including Subcontractors ("**Claims**"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

8. PREVAILING WAGE REQUIREMENTS

8.1. Subrecipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815. Further, Subrecipient shall require its contractors and subcontractors to file separate work bonds with the Construction Contractors Board, unless the contractor or subcontractor is exempt under ORS 279C.836 and OAR 839-025-0015.

8.2. When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 et seq.).

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8.3. Notwithstanding 8.1 and 8.2 above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in 8.1 or 8.2 above.

8.4. When PWR applies, Subrecipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.

8.5. When PWR applies, Subrecipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project.

8.6. Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies)

9. NOTICES

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given must be given in writing by personal delivery, email, or mailing the same, postage prepaid, or other written instrument, to the Subrecipient or OHCS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination must be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed will be deemed given five (5) calendar days after mailing. Any communication or notice delivered by email will be deemed to be given when receipt of transmission is generated by the transmitting machine. Any communication or notice by personal delivery will be deemed to be given when actually delivered.

10. MERGER CLAUSE

This Agreement constitutes the entire agreement between the Parties on the subject matter hereof. No modification or amendment of this Agreement will bind either Party unless in writing and signed by the Parties (and the necessary approvals obtained), and no waiver or consent will be effective unless signed by the party against whom such waiver or consent is asserted. Such waiver or consent, if given, will be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

OHCS or the Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this Agreement, are approved by OHCS, and are signed in writing by a duly authorized representative of OHCS and the Subrecipient. Such amendments will not invalidate this Agreement, nor relieve or release OHCS or the Subrecipient from its obligations under this Agreement. Amendments will generally be required when any of the

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following are anticipated: i) revision to the scope or objectives of the Program, including purpose or beneficiaries; ii) need to extend the availability of Grant Funds; iii) revision that would result in the need for additional funding; and iv) expenditures on items for which applicable cost principles require prior approval (see 24 CFR 570.200h for pre-award/pre-agreement costs).

OHCS may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both OHCS and the Subrecipient.

11. CONFIDENTIALITY

The Subrecipient shall and shall require and cause its subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

The Subrecipient shall and shall require and cause its subcontractors and vendors to adhere to the CDBG-DR Personally Identifiable Information Policy found on the ReOregon website at https://re.oregon.gov, as updated from time to time.

The Subrecipient shall and shall require and cause its subcontractors and vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

12. INSURANCE REQUIREMENTS

Subrecipient shall provide all necessary insurance, or self-insurance, as described in Exhibit B. Subrecipient shall require and ensure that each of its subrecipients and subcontractors complies with these requirements.

13. DUAL PAYMENT

The Subrecipient shall not be compensated for work performed under this Agreement from any other department of the State of Oregon, nor from any other source, including the federal government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to Agency.

14. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding

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(collectively, "Claim") involving Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County, for the State of Oregon or, if necessary, the United States District Court for the District of Oregon. Grantee expressly consents to the *in personam* jurisdiction of such courts.

Notwithstanding the foregoing, OHCS and the State of Oregon, as well as any other public-body party hereto, expressly reserve, and do not waive or limit 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.

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Signature Page

The Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

OHCS:

STATE OF OREGON, acting by and through its **Housing and Community Services Department**

Signed by:
Phillip Andrews
BD38F8E9670E452...

12/8/2025

Designated Procurement Officer-
Disaster Recovery & Resiliency

Date

Signed by:
2987ACC28CE94D7...

11/14/2025

Contract Administrator approval

Date

SUBRECIPIENT:

DocuSigned by:
Jan Fritz
DC16351248DE4EC...

12/8/2025

(Signature)

Date

Jan Fritz,
Jan Fritz, Chief Administrative Officer

Approved for Legal Sufficiency in accordance with ORS 291.047:

Jeffrey B. Grant via email on 11/13/2025
Department of Justice Attorney /Date

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EXHIBIT A
Planning, Infrastructure, and Economic Revitalization (PIER) Program
Infrastructure Allowable Program Activities and Program Requirements

1. Program Purpose

The Planning, Infrastructure, and Economic Revitalization Program (PIER) as outlined in the Action Plan allows for a wide range of CDBG-DR-eligible infrastructure, economic revitalization, and planning and mitigation activities (collectively, "**Allowable Program Activities**") for the Subrecipient's delivery of the Allowable Program Activities according to the Program Requirements. As described below, the Subrecipient will complete the specific projects described in Exhibits A1 through A7 (each, a "**Project**" and collectively, the "**Projects**")in accordance with this Agreement and the Program Guidelines (as defined in Exhibit D) (collectively, the "Program Requirements") . Projects under the PIER Program will address the unmet planning, infrastructure, and economic revitalization recovery and mitigation needs that fall within the Impacted Area.

2. Project Descriptions

Subrecipient shall complete the Projects described in Exhibits A1 through A7.

3. Eligible Areas

The following is a list of the eligible disaster counties for PIER funding. Proposed infrastructure projects must occur in one of these listed counties to be eligible for assistance.

- Clackamas County
- Douglas County
- Jackson County
- Klamath County
- Lane County
- Lincoln County
- Linn County
- Marion County

The eligible counties for these projects are **Marion County** and **Linn County.**

4. National Objective

All infrastructure projects under this program must meet a national objective to be eligible for assistance. A project must meet the national objective of: 1) benefiting low and moderate income (LMI) persons or households, where at least 51% of those benefiting are LMI, or 2) addressing an urgent need.

- Low and Moderate Income Area Benefit (LMA): To document the LMI Area Benefit national objective, the Subrecipient may:
    - Use either HUD-provided data comparing census data with appropriate low- and moderate-income levels; or

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- Conduct a methodologically sound income survey to determine if the percentage of those benefiting is at least 51%.

- Urgent Need: To document the Urgent Need national objective, the Subrecipient must:
  - Describe the specific need and its related urgency the project is addressing and how the existing conditions pose a serious and immediate threat to the health or welfare of the community in which the project takes place; and
  - How the project responds to the urgency, type, scale, and location of the disaster-related impact as described in the OHCS unmet or mitigation needs assessments in the ReOregon Action Plan.

5. Allowable Program Activities

a) **Disaster Tie-Back or Mitigation:** Infrastructure Program Requirements and Projects must clearly relate to the recovery needs resulting from the 2020 Labor Day fires or to mitigate future disaster events in the Impacted Area. Program Requirements and Projects involving recovery activities must directly or indirectly relate to damage sustained by the 2020 Labor Day fires. Sample mitigation activities may be reconstruction of damaged public use buildings or infrastructure. Program Requirements and Projects involving mitigation activities can be more forward looking and must reduce the expected loss of life or property in the face of identified natural hazards. Sample mitigation activities include applying ignition-resistant materials to public facilities, and other infrastructure projects that clearly result in increased resilience to future disasters.

b) **Eligible Activities:** Infrastructure projects must meet an eligible activity related to infrastructure as defined by the Housing and Community Development Act of 1974 (HCDA) Section 105 (a). The Subrecipient may use the Grant funds for the following eligible activities under the PIER Program. Housing Projects are not eligible under the PIER Program. Activities must be related to rebuilding or replacing impacted infrastructure and/or building infrastructure that will help communities recover or mitigate against current or future hazards. Examples of infrastructure activities include, but are not limited to:
   - Repair, replacement, or relocation of damaged public facilities such as rehabilitation of schools, roads, publicly or nonprofit-owned utilities.
   - Rebuild or build new public facilities or improvements such water or wastewater facilities, emergency communications systems, drainage improvements, and/or other projects that address specific current or projected hazards.
   - FEMA PA or HMGP match, provided the FEMA-approved project meets all CDBG-DR eligible and applicable federal cross-cutting requirements.

6. Content of Project Files for Infrastructure Projects

The following items are required and shall be available as part of the project file for all infrastructure projects awarded PIER funding:

- **Project Proposal:** A comprehensive project proposal outlining the scope, objectives, initial Duplication of Benefits review, and budget of the infrastructure

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project. This document should include a detailed description of the proposed activities, timelines, and anticipated outcomes. If there are any changes to previously approved project or budget allocation, Subrecipient must obtain OHCS approval.

- **General Compliance:** Documentation demonstrating the projects meets CDBG-DR National Objectives, and all relevant federal requirements including but not limited to Citizen Participation, Environmental Review, Procurement and Contracting, Labor Standards, Section 3, Uniform Relocation, Section 504, Affirmatively Furthering Fair Housing and other Civil Rights requirements, language access and all other requirements associated with CDBG-DR funding.
- **Citizen Participation Plan Requirements:** The subrecipient must conduct a public hearing pursuant to Section 508 of the Housing and Community Development Act to provide the public with a status of the funded activity and provide opportunity for public comment on the project.
- **Environmental Review:** Completion of an environmental review process to assess any potential environmental impacts of the project. This may involve conducting environmental assessments, obtaining necessary permits, and ensuring compliance with environmental regulations.
- **Procurement of Services:** Documentation detailing the procurement process for each procurement transaction covered by this agreement to ensure compliance with all applicable guidelines under 2CFR Part 200.
- **Engineering and Design Plans:** Documents detailing engineering and design plans for the infrastructure project. All newly constructed infrastructure assisted with CDBG-DR funds must be designed and constructed to withstand extreme weather events and the impacts of climate change. These plans should also meet all relevant codes and standards, and they should include specifications for materials, construction methods, and project components. All engineering and design plans must be signed by a licensed engineer or architect.
- **Permitting and Approvals:** Documents demonstrating that the Subrecipient has obtained all necessary permits, licenses, and approvals required to initiate and complete the infrastructure project. This may involve coordination with local, state, and federal agencies, and compliance with zoning and land use regulations. All required permits must be obtained, and copies must be submitted and reviewed by the Subrecipient prior to the start of construction.
- **Wage Determination Selection:** The Subrecipient must obtain the current, applicable wage determination for the project. Wage determinations can be found on the SAM.gov website. (www.SAM.gov). The correct wage determination must be incorporated into the bid documents and included in all construction contracts. At least 10 days prior to the bid opening, the Subrecipient must verify that the

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wage determination is still current, and if necessary, provide a new wage determination if the previously issued wage determination has been modified.

- **Contractor Eligibility:** The Subrecipient must verify prior to signing any contracts that selected contractors and subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs. This verification can be completed by going to the SAM.gov website (www.SAM.gov).
- **Contract Documents:** The Subrecipient must include all required federal provisions in all contracts and subcontracts receiving CDBG-DR funds. A complete list of provisions can be found in the ReOregon CDBG-DR Subrecipient Manual, Chapter 5.
- **Construction and Implementation:** Documented execution of the infrastructure project according to the approved plans and specifications. This includes managing the construction process, ensuring quality control, and adhering to project timelines and budgets. Any changes to the original project scope must be reviewed prior to approval to document to eligibility.
- **Labor Standards Compliance:** Documentation of compliance with federal labor standards provisions, including but not limited to, the Davis Bacon Act, The Copeland Anti-kickback Act, the Contract Work Hours and Safety Standards Act, the Fair Labor Standards Act, and the Federal Labor Standards Provisions (HUD Form 4010).
    - Certified Payroll Reports: The subrecipient shall review weekly certified payroll reports to verify proper payment of prevailing wages for all employees at the site of work. Any discrepancies in the certified payrolls must be resolved and documented and where necessary document payment of restitution for any underpayment of wages.
    - On-Site Employee interviews: The Subrecipient must conduct employee interviews to verify information submitted on the certified payroll reports.
- **Section 3 Requirements:** Documentation of compliance with the Section 3 requirements under 24 C.F.R. Part 75.
- **Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA)**: Documentation of compliance with URA requirements regarding the acquisition of any real property, including easements.
- **Monitoring and Reporting:** Regular monitoring and reporting on the progress and performance of the infrastructure project. This may involve site visits, inspections, and tracking key metrics to assess project outcomes and identify any issues or deviations from the original plan.
- **Performance and Financial Reporting:** Accurate and timely financial reporting, including documentation of all expenditures related to the infrastructure project.
- **Project Documentation:** Comprehensive documentation of all project activities, including contracts, invoices, change orders, and any other relevant records. This

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documentation should be organized and easily accessible for state and federal monitoring and audits purposes.

- **CDBG-DR required data:** as applicable to the type of infrastructure project, including but not limited to:
  - # of Public Facilities
  - # of Linear feet of public improvement
  - # of Elevated Structures
  - # of Acres of newly added or improved green space
  - # of Structures hardened against future flood events
  - # of Linear feet of water lines
  - # of Pump stations repaired/replaced
  - # of Linear feet of sewer lines
  - # of Non-residential buildings
- **Evaluation and Impact Assessment:** Conducting an evaluation and impact assessment of the completed infrastructure project to determine its effectiveness in meeting the intended goals and objectives.
- **Final plan and completed closeout:** complete the packet provided by OHCS.

7. Limitations Pending Environmental Clearance

Upon request from OHCS, Subrecipient shall coordinate and prepare all necessary information to allow OHCS to complete the Environmental Review for the Project(s) in compliance with 24 C.F.R. Part 58 regulation. The Subrecipient acknowledges that it has no legal claim to any amount of Grant funds for any Projects under this Agreement until the environmental review process is completed and approved by OHCS and HUD has issued the Authority to Use Grant Funds. The Subrecipient acknowledges that it will not begin any actions related to the project until the environmental review process is completed and Subrecipient has received written approval and Notice to Proceed from OHCS.

8. Program Management

Utilizing internal staff and/or procured professional services, the Subrecipient shall perform all required Program management services, including but not limited to the following roles and responsibilities:

a) Utilize and follow the CDBG-DR Subrecipient Manual as found on the OHCS website and submit required forms as directed by OHCS.
b) Secure equipment, technology and workspace required to support program management operations for each project.
c) Ensure adequate staffing levels to support all project activities funded whole or in part by CDBG-DR funds, including human resource management. Utilizing internal staff and/or contracted professional services, provide a dedicated project management team to efficiently and effectively carry our program activities.
d) Provide detailed organizational chart that identifies specific personnel responsible for implementation and compliance of Projects.

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e) Act as point of contact between OHCS, its representatives and contractors.
f) Lead coordination and control over execution of approved Project activities.
g) Monitor Project status and establish necessary tools for controlling schedule, budget and scope.
h) Lead and coordinate the implementation of change management, risk management and quality assurance.
i) Lead and approve Project monitoring activities to prepare and present reports as required by OHCS.
j) Lead and coordinate and facilitate, with Agency approval, all necessary, program-wide public presentations, meetings, and stakeholder engagements.
k) Coordinate, support, and analyze performance measurement of contractors and report results in coordination with OHCS or its authorized representatives.
l) Maintain a complete understanding of all applicable CDBG-DR program policies, requirements, procedures, and guidelines; and identify/promote all necessary corrective actions. Ensure that all such requirements are met throughout Project development and implementation.
m) Coordinate documentation submission for the approved Project to OHCS in the manner OHCS requires.
n) Track and report status of performance and adherence to project milestones of approved Project to OHCS in the manner OHCS requires.
o) Review and maintain backup documentation of all Project request for Reimbursements.
p) Identify, communicate, and resolve delays or situations that affect the scope, budget or schedule of the Project.
q) Monitor compliance with regulations, laws, safety codes, standards, policies, management of program resources, and current procedures applicable to Program.

9. Capacity and Risk Assessment

Based on Capacity and Risk Assessment the Subrecipient shall:

- Participate in capacity building activities as directed by the OHCS.
- Complete all the training courses required to improve organizational capacity.
- Develop, update, implement or adopt OHCS policies in compliance with state and federal regulations withing 45 days after this Agreement is executed.
- Within 45 days after the Effective Date, submit an updated organizational chart for offices and divisions of the Subrecipient participating in the implementation and management of the CDBG-DR awarded funds that clearly demonstrate appropriate segregation of duties in compliance with 2 C.F.R Part 200.303. Additionally, it needs to identify specific personnel responsible for implementation of Project.

10. Elevation of Nonresidential Structures

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- Nonresidential structures, including infrastructure, assisted with CDBG–DR funds must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or one percent annual chance) floodplain.
- All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2)– (3) or successor standard) to the higher of the 500-year floodplain elevation or three feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least three feet above the 100-year floodplain elevation.
- Activities subject to elevation requirements must comply with applicable federal accessibility mandates. In addition to the other requirements in this section, the subrecipient must comply with applicable state, local, and tribal codes, and standards for floodplain management, including elevation, setbacks, and cumulative substantial damage requirements.

11. Change Orders

To ensure that all federal and environmental requirements are considered throughout the project, Subrecipient will not approve change orders that affect a project's scope of work, and/or expand a project area or deliverables unless and until OHCS has provided, in writing, Subrecipient with approval of such change orders. . Amendments to the Agreement will be required if the total dollar amount of the project's approved budget, as reflected in Exhibit E, is affected, if the project's scope of work or deliverables are materially affected, or if the project timeline is significantly delayed. Changes to the project budget must be approved in writing and signed by an authorized OHCS Procurement Officer, Contract Administrator, and Subrecipient. Change orders valued at over 10% of the Agreement total may also require regional PIER Selection Committee review and recommendation to OHCS.

12. Completion of Agreement and Closeout

The closeout process will begin when all eligible activities and national objectives have been completed, and all Grant funds have been disbursed. Before commencement of the closeout process, Subrecipient must complete Closeout Package in a form and with the content prescribed by OHCS.

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EXHIBIT A1
DETROIT AVENUE STREET REHABILITATION

1. Project Description

The project provides street improvements for Detroit Avenue from Highway 22 to the North through the intersection of Detroit Avenue and Forest Avenue to the South. This asphalt restoration includes approximately 28,000 square feet of resurfaced street across two 12-foot drive lanes for 260 meters.

The project includes mill and overlay of the asphalt layer across the profile of the street sections, the installation of a 4-foot bicycle lane and a 9-foot sidewalk on the east side of Detroit Avenue for the length of the project. This leaves the west side of the street available for angled parking. Combined, the sidewalks, bike lanes, and parking create a multi-modal transportation system in the fire-destroyed downtown area of Detroit. This project will bring driving, stormwater, and pedestrian amenities in downtown Detroit up to specification with curb/gutter, striping, pedestrian crossings, and ADA curb ramps to meet current urban construction standards.

The improvements will promote walking, biking, and tourism by constructing improvements that will support the rebuilding of a future downtown area in Detroit that supports community needs and the visiting public. This area has gone through a community visioning project that identifies these types of amenities as important to the recovery of the economy in Detroit.

2. Milestones

Activity	Date
Planning/Prelim/Design	11/2025- 3/2026
Design	2/2026- 12/2026
Bidding	1/2027
Award and Contracting	2/2027- 3/2027
Sidewalk Construction	4/2027- 6/2027
Sidewalk Inspection	6/2027- 7/2027
Asphalt Grind and Inlay	8/2027
Certification and Closeout	9/2027

3. National Objective

The National Objective for this project is **Urgent Need.** Detroit Avenue is the main route through the commercial district of Detroit, attaching significant economic development value to it. It serves as a primary route for residential areas of lower Detroit to evacuate their properties to HWY 22. Detroit Avenue can also act as a couplet to HWY 22 through Detroit prior to the bridge, should an emergency event or natural disaster block HWY 22 at the City of Detroit. In addition to the public safety needs associated with resurfacing Detroit Ave, the roadway serves as the primary commercial corridor for the City of Detroit. Commercial businesses have been the slowest type of property to recover from the 2020 wildfire. This redevelopment is crucial for the future success of the community since downtown activity acts as the central hub activity and community identity. For Detroit to fully recover and become a

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community again instead of just a collection of houses, the downtown area needs to be redeveloped and become a vibrant part of the fabric of the community. A vibrant downtown area will provide property tax to the community, serve as the center of community identity, and service tourism that is the primary economic driver for Detroit.

4. Allowable Program Activities

This Project is a **tie-back** project. The downtown corridor of Detroit, including Detroit Avenue, were destroyed by wildfire, including underground infrastructure from the intense heat of the inferno.

The **Eligible Activity** for this project is Assistance for Public Facilities and Improvements **HCDA Section 105(a)(2)** - Acquisition, construction, reconstruction, or installation of public works, facilities, and sites or other improvements.

5. CDBG-DR required Data

Required accomplishment reporting data for this project is the number linear feet of public improvement: **853 LF**

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EXHIBIT A2
BEAR CREEK CAMPGROUND REHABILITATION

1. Project Description

This project supports the restoration of destroyed and damaged day-use areas, camping infrastructure, and amenities at Bear Creek Park and Campground. This includes rebuilding and expanding RV and tent camping facilities, repairing the existing water well, reestablishing electrical service, reconstructing the camp host site, and replanting trees and shrubs.

Marion and Linn County communities will benefit from this project. These are the towns that relied on the tourism income from the recreational opportunities that were lost due to the 2020 fires.

2. Milestones

Activity	Date
Environmental Clearance	August 1, 2026
Design & Engineering Completion	December 1, 2026
Construction Start	January 15, 2027
Construction Completion	November 1, 2027
Project Closeout	February 1, 2028

3. National Objective

The National Objective for this project is **Urgent Need**.

- Wildfire Impact: Bear Creek was one of only a few campgrounds in Marion County that offered overnight camping before the fire. Bear Creek suffered a total loss during the 2020 Labor Day Wildfires, specifically the Beachie Creek Fire.
- Economic Opportunity: Bear Creek is intended to offer tent camping, which offers the most affordable camping opportunity for those that wish to camp. Also, with an increase in park visitation comes an increase in economic value for the local community, which is still recovering.
- Strategic Resiliency: Bear Creek is poised to be a strategic location for a laydown area in the event of further emergencies. With the infrastructure going into the ground, the site will be able to host search and rescue, or other equipment as needed for emergency response in the North Fork area.

4. Allowable Program Activities

This project is a **tie-back** to the disaster. The Bear Creek Campground Park was destroyed during wildfire in 2020. Activities funded through this grant will contribute directly to the long-term recovery of nearby communities.

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The **Eligible Activity** for this project is Assistance for Public Facilities and Improvements **HCDA Section 105(a)(2)** - Acquisition, construction, reconstruction, or installation of public works, facilities, and sites or other improvements.

5. CDBG-DR required Data

Required accomplishment reporting data for this project is the number of Public Facilities: **1**

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EXHIBIT A3
MILL CITY WATER PUMP STATION

1. Project Description

The City of Mill City will install a packaged fire booster pump station with fire flow capacity, 1,050 feet of 8" water main, and 2 fire hydrants to serve the upper-level pressure zone within the NE section of Mill City. There is interest from developers in building a mixed-use development (housing and commercial) on a 3+-acre site north of Hwy 22. Water system improvements are required for the project to proceed. Adding fire flow capacity is the first phase of these improvements. The fire pump packaged pump station is needed first to be able to address the immediate fire flow capacity needs while also providing the capacity for the expanded upper zone. Subsequent phases would include the new development as well as larger diameter piping for better transmission in the distribution network.

2. Milestones

Activity	Date
Engineering Selection/Agreement	1/2026- 2/2026
Environmental Review	3/2026- 11/2026
Survey, Geotech, & Preliminary Design	3/2026- 12/2026
Final Design & Permitting	12/2026- 5/2027
Bidding & Contract Award	5/2027- 6/2027
Construction	7/2027- 4/2028
Project Closeout	5/2028- 9/2028

3. National Objective

The National Objective for this project is **Urgent Need.** The purpose of this project is to provide the fire flows needed to mitigate the fire risks for properties in the NE quadrant of the City of Mill City, which were affected/lost in the 2020 Beachie Creek Wildfire. Providing the new pump station, transmission main, and fire hydrants is an urgent need for this neighborhood and the community. The completion of this project will ensure Mill City has the fire flow infrastructure needed for new housing and commercial projects along the Hwy 22 corridor. The City's goal is to be resilient and be ready to respond quickly in the event of future disasters and ensure that the level of disaster from the 2020 wildfire does not happen again.

4. Allowable Program Activities

This project is a **mitigation** activity. Nineteen homes and one business adjacent to Hwy 22 in the NE section of Mill City were destroyed by the Beachie Creek wildfire. These structures were served by the city's water system, but the system did not have sufficient fire flows to fight the fire and protect the homes and businesses. Due to elevations, the existing water system can provide drinking water at 20 psi in compliance with health regulations, but no fire protection. There are no hydrants in this 10- block neighborhood. Most of the homeowners have rebuilt their homes since 2020, but they are still at risk from future wildfires coming down the steep slopes from the north.

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The **Eligible Activity** for this project is **HCDA Section 105(a)(2)** Acquisition, construction, or installation of public works, facilities, and sites or other improvements.

5. CDBG-DR required Data

Required accomplishment reporting data for this project is the number of Public Facilities: **1**

Docusign Envelope ID: EBD15D7D-DB12-448F-BB9F-6406228B1443

EXHIBIT A4
DOWNTOWN GATES STREET REHABILITATION

1. Project Description

This project provides street improvements for East Central Street in Gates from the intersection of East Central Street and Horeb Street, east approximately 204- meters through the intersection of East Central Street and Oak Street. Additionally, from the intersection of Horeb Street and North Santiam Highway East. for approximately 143- Meters across the profile of Horeb St., south, through the corner where Horeb Street turns into East Sorbin Street and turns southeast.

The project will include mill and overlay of 3" pf the asphalt layer across the profile of the street sections, the installation of pedestrian amenities on the south side of East Central Street including sidewalks, street furniture, and decorative light poles, as well as striping and parallel parking matching those on East Central Street west of the intersection of East Central Street and Horeb Street. Additionally, the project will include sidewalks on both sides of Horeb Street and East Sorbin Street for the length of the project. Curbs and gutters will be installed along those streets identified in the project.

This project will bring driving, stormwater, and pedestrian amenities in downtown Gates up to spec with curb/gutter, striping, pedestrian crossings, and ADA curb ramps to meet current urban construction standards. The improvements described above will promote walking, biking, and tourism by constructing improvements that will support the rebuilding of a future downtown area in Gates that supports community needs and the visiting public. This area has gone through a community visioning project that identifies these types of amenities as important to the recovery of the economy in Gates ("Gates Community Vision and Strategic Plan").

2. Milestones

Activity	Date
Environmental Clearance	9/1/2026
Engineering Completion	9/1/2027
Right of Way Acquisition Completion	9/1/2027
Construction Completion	9/1/2028

3. National Objective

The National Objective for this project is **LMI Area Benefit.** The City of Gates has a city-wide LMI percentage of 62.3% according to HUD ACS data.

4. Allowable Program Activities

This Project is a **tie-back** to the disaster. The streets included in this project were severely damaged by wildfire, including areas of underground infrastructure from the intense heat of the inferno.

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The **Eligible Activity** for this project is **HCDA Section 105(a)(2)** Acquisition, construction, or installation of public works, facilities, and sites or other improvements.

5. CDBG-DR required Data

Required accomplishment reporting data for this project is the number of Linear feet of public improvement: **1,138 LF**

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EXHIBIT A5
NE ALDER STREET REHABILITATION

1. Project Description

This project constructs multimodal infrastructure improvements on the north side of NE Alder Street in Mill City including sidewalks, bike lanes, and an asphalt resurfacing between the end of existing sidewalk on the west end and 5th Avenue. The project will add facilities within the fire damaged area, which would be a construction requirement as a part of the redevelopment if not constructed by the County. These improvements will promote walking and biking by constructing improvements that will support these modes of transportation. Drainage will be analyzed during the project, and any storm improvements required to prevent flooding or treat stormwater as required by the grant will be included. This project primarily benefits Mill City, along with any visitors to or passing through the city.

2. Milestones

Activity	Date
Environmental Clearance	September 30, 2027
Preliminary Engineering Completion	September 30, 2027
Construction Contract Start	January 21, 2028
Construction Completion	September 30, 2028

3. National Objective

The National Objective for this project is **Urgent Need.** NE Alder is a Marion County road in an area that sustained damage both during the 2020 Labor Day wildfires, and during the recovery process from the wildfires. NE Alder serves as a primary evacuation route for the City of Mill City to Highway 22, and also serves as the primary detour route if Hwy 22 needs to be diverted. The urbanization of NE Alder will also provide an extra mode of transportation on this road and help reduce incompatible modal methods.

4. Allowable Program Activities

This Project is a **tie-back** to the disaster. The streets included in this project were severely damaged by wildfire, including areas of underground infrastructure from the intense heat of the inferno.

The **Eligible Activity** for this project is Assistance for Public Facilities and Improvements **HCDA Section 105(a)(2)** - Acquisition, construction, reconstruction, or installation of public works, facilities, and sites or other improvements.

5. CDBG-DR required Data

Required accomplishment reporting data for this project is the number of Linear feet of public improvement: **1,200 LF**

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EXHIBIT A6
NORTH FORK PARK LANDSLIDE STABILIZATION

1. Project Description

This project will install mitigation measures at the entrance of North Fork Park before the creeping landslide fails and the cost and degree of difficulty increase significantly. The exact mitigation needed at this location will be determined following a geotechnical analysis of the site. Options may include a stone buttress or soldier pile wall. The access will be repaved following stabilization of the slide.

A landslide at the entrance to North Fork Park (24450 North Fork Rd SE, Mehama, OR 97384) is showing slow continuous movement, caused by the loss of vegetation stabilizing the bank due to the Beachie Creek Fire. North Fork Park is one of the most popular and highly used parks on the recreational corridor. A large movement of material will eventually cause the park to close and potentially force residents and emergency personnel to make a detour to reach further up North Fork Road. This would create safety concerns and even more congestion on the corridor.

This project would primarily benefit the surrounding communities in Marion and Linn County – especially the closest communities of Mehama, Lyons, and Mill City – by keeping this often-used park open to visitors and maintaining direct vehicle access to further up North Fork Road for residents and emergency personnel.

2. Milestones

Activity	Date
Environmental Clearance	September 30, 2026
Preliminary Engineering Completion	September 30, 2027
Construction Contract Start	January 31, 2028
Construction Completion	September 30, 2028
Project Closeout	February 2, 2029

3. National Objective

The National Objective for this project is **Urgent Need.** The landslide at North Fork Road SE and North Fork Park has mobilized and seen minor movement as a direct result of the Labor Day 2020 wildfires and loss of vegetation. The park serves families from all over Marion County and is a low-cost recreational opportunity that also helps the economies of businesses in Lyons and Mehama. This project will help mitigate potential future loss of the use of the park due to the resulting loss of vegetation. If the slide were to fail, it could impact both the park access and North Fork Road itself. There are limited detour options for North Fork Road beyond the park, and if the landslide were to impact the roadway residents would be required to take Gates Hill Road, which has steep grades and can be difficult to travel during winter weather.

4. Allowable Program Activities

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This is a **mitigation** project. The project mitigates the risk of a landslide occurring at the location, which would impact the property and any individuals caught in the landslide itself. If a landslide occurs, costs will include injuries or loss of life for those caught in the event, property and road damage, park closure, road closure forcing residents and emergency personnel to take a longer detour to reach further up North Fork Road.

The **Eligible Activity** for this project is Assistance for Public Facilities and Improvements **HCDA Section 105(a)(2)** - Acquisition, construction, reconstruction, or installation of public works, facilities, and sites or other improvements.

5. CDBG-DR required Data

Required accomplishment reporting data for this project is the number of Linear Feet of Public Improvement: **250 LF**

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EXHIBIT A7
GATES WASTEWATER COLLECTION SYSTEM

1. Project Description

After the Beachie Creek Fire destroyed several residential and commercial properties in the City of Gates, redevelopment to pre-fire conditions has not been possible due to the smaller property lots, which cannot accommodate modern requirements for onsite wastewater (septic) systems due to the prohibitively large drain field requirements outlined in Oregon Administrative Rules (OAR). As a result, post-fire economic recovery and continued growth within the City of Gates remain at a standstill until new domestic sewage facilities can be delivered.

This project creates a wastewater collection system for the City of Gates, including all necessary infrastructure to create an intercity system. The project will create new sewer connections to an existing modern wastewater treatment plant, safeguarding the water quality of the North Santiam River in compliance with OAR. Immediate beneficiaries include residential and commercial properties in the City of Gates that will receive new sewer service, allowing for rebuilding of homes destroyed by the disaster, contributing to economic development and increased housing inventory. Households that were previously unable to be rebuilt due to new regulatory constraints for septic will be able to return to the City of Gates community and recover once the project is complete.

2. Milestones

Activity	Start	End
Environmental Review & Clearance	August 20, 2025	March 1, 2026
Design	December 1, 2025	November 30, 2026
Property Acquisition	April 1, 2026	November 30, 2026
Permitting	April 1, 2026	November 30, 2026
Procurement & Contracting	December 1, 2026	March 31, 2027
Construction	April 1, 2027	September 30, 2028
System Start-up	April 1, 2028	December 30, 2028
Project Closeout	October 1, 2028	February 2, 2029

3. National Objective

The National Objective for this project is **LMI-Area.** Gates has a city-wide LMI percentage of 62.30% according to HUD ACS data, which is above the required 51% to meet the LMI area national objective.

4. Allowable Program Activities

This Project is a **disaster tie-back.** Wildfire destroyed hundreds of homes and businesses, causing catastrophic economic damage to the Canyon communities, especially the City of Gates. Reconstruction and economic recovery have been hindered by the lack of sewer infrastructure, and the regulatory environment for new septic systems to serve individual homes and the community. As a result, post-fire

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economic recovery and continued growth within Gates remain at a standstill until a new sewage collection system can be delivered. Completion of the project will allow re-development to occur.

The **Eligible Activity** for this project is Assistance for Public Facilities and Improvements **HCDA Section 105(a)(2)** - Acquisition, construction, reconstruction, or installation of public works, facilities, and sites or other improvements.

5. CDBG-DR required Data

Required accomplishment reporting data for this project is the number of Linear Feet of Public Improvement: **15,000 LF**

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EXHIBIT B
INSURANCE
REQUIREMENTS

Subrecipient shall obtain at Subrecipient's expense the insurance, or self-insurance, in the amounts specified in this Exhibit B prior to performing under this Grant Agreement and shall maintain it in full force and at its own expense throughout the duration of this Grant Agreement, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Subrecipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Subrecipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY
All employers, including Subrecipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subrecipient shall require and ensure that each of its subcontractors complies with these requirements. If Subrecipient is a subject employer, as defined in ORS 656.023, Subrecipient shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Subrecipient is an employer subject to any other state's workers' compensation law, Subrecipient shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:
☒ **Required**
Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Grant Agreement, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than $1,000,000 per occurrence. Annual aggregate limit shall not be less than $2,000,000.

AUTOMOBILE LIABILITY INSURANCE:
☒ **Required** ☐ **Not Required**
Automobile Liability Insurance covering Subrecipient's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000

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for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

PROFESSIONAL LIABILITY:

☒ **Required** ☐ **Not Required**

Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Grant Agreement by the Subrecipient and Subrecipient's subcontractors, agents, officers or employees in an amount not less than $1,000,000 per claim. Annual aggregate limit shall not be less than $2,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Subrecipient shall provide Tail Coverage as stated below.

NETWORK SECURITY AND PRIVACY LIABILITY:

☒ **Required** ☐ **Not Required**

Subrecipient shall provide network security and privacy liability insurance for the duration of the Grant Agreement and for the period of time in which Subrecipient (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than $1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI") in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Agency data.

DIRECTORS, OFFICERS AND ORGANIZATION LIABILITY:

☒ **Required** ☐ **Not Required**

Directors, Officers and Organization insurance covering the Subrecipient's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of use of grant funds and donor contributions - with a combined single limit of no less than $1,000,000 per claim.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

WAIVER OF SUBROGATION:

Subrecipient shall waive rights of subrogation which Subrecipient or any insurer of Subrecipient may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Subrecipient will obtain any endorsement that may be necessary to affect this waiver of

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subrogation, but this provision applies regardlessof whether or not the Agency has received a waiver of subrogation endorsement from the Subrecipient or theSubrecipient's insurer(s).

TAIL COVERAGE:
If any of the required insurance is on a claims made basis and does not include an extended reporting periodof at least 24 months, Subrecipient shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Grant Agreement, for a minimum of 24 months following the later of (i) Subrecipient's completion and Agency's acceptance of all Services required under this Grant Agreement, or, (ii) Agency or Subrecipienttermination of this Grant Agreement, or, iii) The expiration of all warranty periods provided under this Grant Agreement.

CERTIFICATE(S) AND PROOF OF INSURANCE:
Subrecipient shall provide to Agency Certificate(s) of Insurance or Letter of Self Insurance for all required insurance before deliveringany Goods and performing any Services required under this Grant Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fallunder the excess/umbrella insurance.

NOTICE OF CHANGE OR CANCELLATION:
The Subrecipient or its insurer must provide at least 30 days' written notice to Agency before cancellation of,material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:
Subrecipient agrees to periodic review of insurance requirements by Agency under this Agreement and to provide updated requirements as mutually agreed upon by Subrecipient and Agency.

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EXHIBIT C
Federal Grant Award Information

Contact Information

OHCS:
Julie Lovrien
PIER Program Manager
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Subrecipient:
Matt Lawyer
Senior Policy Analyst
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Telephone: (503) 507-6282

1. Federal Award Identification Number: B-21-DZ-41-0001
2. CFDA Number and Name: 14.228
3. Federal Award Date: February 3, 2023
4. This federal award does not have an Indirect Cost Rate for OHCS, negotiated or de minimus. (OHCS will provide reimbursement for Indirect Costs for the Subrecipient under this grant Agreement.)
5. Subrecipient's unique entity identifier: V41YWDPFVWW8

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EXHIBIT D
HUD GENERAL PROVISIONS AND OTHER FEDERAL STATUTES, REGULATIONS, AND REQUIREMENTS

Given that the Agreement involves funds for which the U.S. Department of Housing and Urban Development (HUD) is the oversight agency, the following terms and conditions may apply to this Agreement. In addition, Subrecipient shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at https://www.hudexchange.info/resource/2490/hud-form-4010-federal-labor-standards-provisions/

The Subrecipient shall include these terms and conditions in all subcontracts or purchase orders directly servicing this Agreement. These general provisions may be updated from time to time. It is the sole responsibility of the Subrecipient to be aware of any changes hereto, to amend and implement such changes and to ensure subcontract terms and conditions are modified as necessary, if any.

General Provisions:

1. GENERAL COMPLIANCE

The Subrecipient shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 C.F.R. § 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this Agreement. See Federal Register Vol. 88, No. 11, FR 6368 (January 18, 2023). Notwithstanding the foregoing, (1) the Subrecipient does not assume any of OHCS' responsibilities for environmental review, decision-making, and action, described in 24 C.F.R. Part 58 and (2) the Subrecipient does not assume any of OHCS' responsibilities for initiating the review process under the provisions of 24 C.F.R. Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this Agreement, regardless of whether CDBG-DR funds are made available to the Subrecipient on an advance or reimbursement basis. This includes without limitation, applicable Federal Registers; 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Community Development Act of 1974; 24 C.F.R. Part 570 Community Development Block Grant; applicable waivers; Fair Housing Act, 24 C.F.R. Part 35, Subpart A, 24 C.F.R. Part 58, 24 C.F.R. Part 135; National Historic Preservation Act, and any other applicable state laws or regulations, including the requirements related to nondiscrimination, labor standards and the environment; and Action Plan amendments and HUD's guidance on the funds.

Where waivers or alternative requirements are provided for in the applicable Federal Register Notices or any future Federal Register Notice published by HUD ("HUD Notices"), such requirements, including any regulations referenced therein, shall apply.

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The Subrecipient also agrees to comply with all other applicable Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the Funds provided under this Agreement. In the event a conflict arises between the provisions of this Agreement and any of the foregoing, the Federal, State, and local laws, regulations, HUD Notices, policies, and guidelines shall control, and this Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State, and local laws, regulations, HUD Notices, policies and guidelines.

The Subrecipient shall also comply with applicable OHCS' policies, manuals, and guidelines (collectively, the "Program Guidelines"), as may be amended, which may be found on the the ReOregon Website (https://re.oregon.gov) and are herein included and made an integral part of this Agreement, as it may be updated from time to time.

2. REPORTING REQUIREMENTS

The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by OHCS. The Subrecipient shall cooperate with all OHCS efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 C.F.R. § 200.328 and 24 C.F.R. § 570.507, when applicable.

3. FINANCIAL & PROGRAM MANAGEMENT

The Subrecipient shall expend and account for all CDBG-DR funds received under this Agreement in accordance with 2 C.F.R. Part 200 subpart D §302 - §303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Subrecipient shall administer its Program in conformance with Cost Principles as outlined in 2 C.F.R. Part 200 Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier (UEI). The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information (https://www.fsrs.gov/).

5. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

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The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include, but are not limited to:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Additionally, for contracts of $10,000 or more, the Subrecipient shall file Form HUD 2516 (Contract and Subcontract Activity) with OHCS on a quarterly basis.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and any implementing regulations issued by HUD.

7. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Subrecipient represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance Programs subject to 2 C.F.R. Part 2424.

8. CONFLICTS OF INTEREST

The Subrecipient agrees to abide by the provisions of 2 C.F.R. Part 200, as applicable, and 24 C.F.R. § 570.611. Additionally, the Subrecipient shall notify OHCS as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as defined 2 C.F.R. § 200.318(c), if applicable). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that OHCS is able to assess such actual or potential conflict. The Subrecipient shall provide OHCS any additional information necessary to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by OHCS, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict.

9. SUBCONTRACTING

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When subcontracting, the Subrecipient shall solicit for and contract with such subcontractors in a manner providing for fair competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

a) Placing unreasonable requirements on firms in order for them to qualify to do business.
b) Requiring unnecessary experience and excessive bonding.
c) Noncompetitive pricing practices between firms or between affiliated Companies.
d) Noncompetitive awards to consultants that are on retainer contracts,
e) Organizational conflicts of interest.
f) Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement; and
g) Any arbitrary action in the procurement process.

The Subrecipient represents to OHCS that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this Agreement. The Subrecipient will include these HUD General Provisions in every subcontract issued by it, so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. COPELAND "ANTI-KICKBACK" ACT

Salaries of personnel performing work under this Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934, (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The Subrecipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Subrecipient shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702-3704) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by Subrecipient, or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Subrecipient and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

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12. HEALTH AND SAFETY STANDARDS

All parties participating in this project agree to comply with Sections 107 and 103 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

13. DAVIS-BACON ACT

The Subrecipient shall comply with the Davis Bacon Act (40 U.S.C. § 3141, et seq) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). All laborers and mechanics employed by Subrecipients or subcontractors, including employees of other governments, on construction work assisted under this Agreement, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. On a semi-annual basis, the Subrecipient shall submit Form HUD 4710 (Semi-Annual labor Standards Enforcement Report) to OHCS.

14. SECTION 503 OF THE REHABILITATION ACT OF 1973

The Subrecipient shall comply with Section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

Equal Opportunity for Workers with Disabilities:

a) The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

(i) Recruitment, advertising, and job application procedures.

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

(iii) Rates of pay or any other form of compensation and changes in compensation.

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

(v) Leaves of absence, sick leave, or any other leave.

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient.

(vii) Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

(viii) Activities sponsored by the Subrecipient including social or recreational Programs; and

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(ix) Any other term, condition, or privilege of employment.

b) The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
c) In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
d) The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipients' obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).
e) The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
f) The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

15. EQUAL EMPLOYMENT OPPORTUNITY

(Applicable to construction contracts and subcontracts exceeding $10,000)
The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60).

During the performance of this Agreement, the Subrecipient agrees as follows:
a) The Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
b) The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of

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this non-discrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

d) The Subrecipient will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

g) In the event of the Subrecipient's non-compliance with the non-discrimination clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

h) Subrecipient shall incorporate the provisions of 1 through 7 above in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor so that such provisions shall be binding on such subcontractor. The Subrecipient will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

16. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS

The Subrecipient and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 U.S.C. § 1368) and Executive Order 11738.

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In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Subrecipient or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. § 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. Part 15, as amended.

b) Agreement by the Subrecipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Agreement, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

d) Agreement by the Subrecipient that he or she will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Subrecipient will take such action as the government may direct as a means of enforcing such provisions.

17. ANTI-LOBBYING

By the execution of this Agreement, the Subrecipient certifies, to the best of his or her knowledge and belief, that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

c) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who

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fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

18. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

a) The parties to this Agreement agree to comply with HUD's regulations in 24 C.F.R. Part 75, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 75 regulations.

b) The Subrecipient agrees to send to each labor organization or representative of workers with which the Subrecipient has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

c) The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 75. The Subrecipient will not subcontract with any subcontractor where the Subrecipient has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 75.

d) The Subrecipient acknowledges that Subrecipients, contractors, and subcontractors are required to meet the employment, training, and contraction requirements of 24 C.F.R. § 75.19, regardless of whether Section 3 language is included in recipient or Subrecipient agreements, Program regulatory agreements, or contracts.

e) The Subrecipient will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 75 require employment opportunities to be directed, were not filled to circumvent the Subrecipient's obligations under 24 C.F.R. Part 75.

f) Noncompliance with HUD's regulations in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 5307) also applies to the work to be performed under this contract. Section 7(b) requires that

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to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

h) The Subrecipient agrees to submit, and shall require its subcontractors to submit to them, monthly reports to OHCS detailing the total number of labor hours worked on the Section 3 Project, the total number of labor hours worked by Section 3 Workers, and the total number of hours worked by Targeted Section 3 Workers, and any affirmative efforts made during the quarter to direct hiring efforts to low- and very low-income persons, particularly persons who are Section 3 Workers and Targeted Section 3 Workers.

19. FAIR HOUSING ACT

Subrecipient shall comply with the provisions of the Fair Housing Act of 1968, as amended. The Act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, disability, or familial status. The Equal Opportunity in Housing Act prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

20. ENERGY POLICY AND CONSERVATION ACT

Subrecipient shall comply with mandatory standards and policies relating to energy efficiency as contained in the Energy Policy and Conservation Act (42 U.S.C. § 6201 et seq).

21. POLITICAL ACTIVITY

Subrecipient agrees to comply with mandatory standards and policies relating to Hatch Act, 5 U.S.C. §§ 1501-1508 as amended.

The Subrecipient shall comply with the Hatch Act, 5 U.S.C. §§ 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

The Hatch Act applies to political activities of certain state and local employees. As a OHCS Subrecipient, you may do any of the following activities: be a candidate in nonpartisan elections; attend political meetings and conventions; contribute money; campaign in partisan elections; and hold office in political parties.

The Subrecipient may not do the following activities: be a candidate in partisan elections; use official influence to interfere in elections; coerce political contributions from subordinates in support of political parties or candidates the office of special counsel operates a website that provides guidance concerning hatch act issues.

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22. RELIGIOUS ACTIVITY

The Subrecipient agrees to abstain from using any funds related to this Agreement for inherently religious activities prohibited by 24 C.F.R. § 570.200(j), such as worship, religious instruction, or proselytization.

23. FLOOD DISASTER PROTECTION ACT OF 1973

The Subrecipient will ensure that procedures and mechanisms are put into place to monitor compliance with all flood insurance requirements as found in the Flood Disaster Protection Act of 1973, 24 C.F.R. § 570.605.

24. LEAD BASED PAINT

The Subrecipient must comply with the regulations regarding lead-based paint found at 24 C.F.R. Part 35 on LEAD-BASED PAINT POISONING PREVENTION IN CERTAIN RESIDENTIAL STRUCTURES with regards to all housing units assisted using CDBG-DR funds.

25. VALUE ENGINEERING

The Subrecipient must comply with the regulations regarding systematic and organized approach to analyze functions of systems, equipment, facilities, services, and materials to ensure they achieve their essential functions at the lowest cost consistent to life cycle in execution, reliability, quality, and safety, in accordance with 2 C.F.R. § 200.318(g).

26. DRUG-FREE WORKPLACE

The Subrecipient must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government wide implementation (2 C.F.R. Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).

27. OHCS RECOGNITION

Unless otherwise directed by OHCS, the Subrecipient shall ensure recognition of the role of HUD and OHCS in providing funding, services, and efforts through this Agreement. Unless otherwise directed by OHCS, all activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to role of HUD and of OHCS. In addition, the Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement. OHCS reserves the right to direct specific reasonable recognition requirements on a case-by--case basis, including but not limited, to the size and content, waiver, removal, or addition of such recognition.

28. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Subrecipient shall comply with the applicable provisions in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

29. DOCUMENTATION AND RECORD KEEPING

The Subrecipient shall maintain all records required by applicable law to be maintained, including but not limited to the Federal regulations specified in (1) 2 C.F.R. Part 200; (2) 24 C.F.R. § 570.506;

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and (3) the applicable HUD Notices that are pertinent to the activities to be funded under this Agreement, as well as any additional records required by OHCS. Such records shall include but not be limited to:

a) Records providing a full description of each activity undertaken.
b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG-DR Programs, as modified by the HUD Notices.
c) Records required to determine the eligibility of activities.
d) Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG-DR funds.
e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-DR Program.
f) Financial records as required by (1) 24 C.F.R. § 570.502; and (2) 2 C.F.R. Part 200.
g) Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

30. ACCESS TO RECORDS

OHCS, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are related to this Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

31. RECORD RETENTION AND TRANSMISSION OF RECORDS TO THE OHCS

The Subrecipient shall retain all official records on Programs and individual activities shall be retained for the greater of five (5) years, starting from the closeout of the grant between OHCS and HUD, or the end of the affordability period for each housing activity, whichever is longer. If any other laws and regulations as described in 24 C.F.R. § 570.490 applies to a project, the record retention period may be extended. All records involved in litigation, claims, audits, negotiations, or other actions, which have started before the expiration date of their retention, will be kept until completion of the action and resolution of all issues or the end of the regular five (5) year period, whichever is longer. (See 2 C.F.R. § 200.334 and 24 C.F.R. § 570.490(d).) Records shall be made available to OHCS upon request.

32. CLIENT DATA AND OTHER SENSITIVE INFORMATION

In the event that the Subrecipient comes to possess client data and other sensitive information as a result of this Agreement, then the Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to OHCS monitors or their designees for review upon request.

The Subrecipient must comply with 2 C.F.R. § 200.303 and shall take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information HUD or OHCS designates as sensitive or the Subrecipient considers sensitive

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consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality. Additionally, the Subrecipient must comply with OHCS CDBG-DR Personally Identifiable Information Policy, as found in the ReOregon Website ([link]), which is herein included and made integral part of this Agreement, as it may be updated from time to time. The Subrecipient shall comply with all State or local requirements concerning the privacy of personal records, consistent with 24 C.F.R. § 570.508 (local governments) and §570.490(c) (States).

33. CLOSE-OUT

The Subrecipient shall comply with the provisions of 2 C.F.R. § 200.344. The Subrecipient's obligation to OHCS shall not end until all close-out requirements are completed. Activities during this close-out period may include, but are not limited to: making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable to OHCS), properly addressing Program Income (as that term is defined in section V(A)(19)(a) of the HUD Notice 84 Fed. Reg. 45838, 45858 (August 30, 2019, as may be amended by HUD), balances, and accounts receivable to OHCS, determining the custodianship of records, and the Subrecipient certification of compliance with the terms of this Agreement. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-DR funds, including Program Income.

Notwithstanding the terms of 2 C.F.R. § 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-DR funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-DR funds, further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-DR funds (including CDBG-DR funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 C.F.R. § 570.503(b)(7).

34. AUDITS AND INSPECTIONS

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to OHCS, HUD, and the Comptroller General of the United States, or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments and/or termination.

35. SINGLE AUDIT

The Subrecipient must be audited as required by 2 C.F.R. Part 200, subpart F, when the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 C.F.R. § 200.501 - Audit requirements. Once said threshold is reached or exceeded, the Subrecipient shall notify OHCS and shall report that event in the corresponding monthly progress report.

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The Subrecipient shall procure or otherwise arrange for the audit to be conducted for that year, as required in 2 C.F.R. § 200.501(a)-(b); moreover, that it is properly performed and submitted when due in accordance with provisions that include but are not limited to those set forth in 2 C.F.R. § 200.512 - Report submission, as stated in 2 C.F.R. § 200.508(a) – Auditee responsibilities.

Among other relevant provisions, the Subrecipient shall comply with: (a) the electronic submission of data and reports to the Federal Audit Clearinghouse (FAC) (2 C.F.R. § 200.512(d)) and (b) ensuring that reports do not include protected personally identifiable information as set forth in 2 C.F.R. § 200.512(a)(2)).

36. INSPECTIONS AND MONITORING

Subrecipients must constantly monitor performance to ensure that time schedules are being met, projected milestones are being accomplished, and other performance goals are being achieved in accordance with the approved application. In addition, all activities must be conducted in compliance with federal and state requirements. Problems, delays, or adverse conditions affecting the Subrecipient's ability to meet grant objectives or time schedules should be reported to OHCS. The Subrecipient may report these matters via the monthly Performance Report or may contact OHCS, as appropriate, at any other time.

The Subrecipient shall permit OHCS and auditors to have access to the Subrecipient's records and financial statements as necessary for OHCS to meet the requirements of 2 C.F.R. Part 200.

37. CORRECTIVE ACTIONS

The OHCS may issue management decisions and may consider taking enforcement actions including but not limited to corrective actions in 24 C.F.R. § 570.910 if noncompliance is detected during monitoring and audits. The OHCS may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the pass-through entity detected through audits, on-site reviews, and other means. A timely and appropriate action shall be predicated on reasonable standard wherein the Subrecipient utilizes all available resources to correct the noted issue or issues. In response to audit deficiencies or other findings of noncompliance with this Agreement, OHCS may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

38. PROCUREMENT AND CONTRACTOR OVERSIGHT

The Subrecipient shall ensure that every process of procurement of goods and services comply with federal procurement rules and regulations found in 2 C.F.R. § 200.318 through §200.327, procurement requirements that include, but are not limited to: (a) providing full and open competition; (b) following required steps to ensure the use of small and minority businesses, women's business enterprises, and labor surplus area firms when possible; (c) performing a cost or price analysis; (d) evaluating and documenting contractor's integrity, compliance with public policy, record of past performance, and financial and technical resources; (e) ensuring that the contractor has not been suspended or debarred; (f) prohibiting the use of statutorily or administratively imposed state, local, or tribal geographic preferences in evaluating bids or

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proposal; (g) excluding contractors that may have an unfair competitive advantage, and; (h) maintaining records to detail the history of procurement considerations. OHCS must obtain and maintain records to document how the procurement performed by the Subrecipient complied with the aforementioned federal procurement rules and regulations, as amended from time to time.

The Subrecipient shall include all applicable OHCS' conditions (as revised from time to time by OHCS in accordance with applicable law, rule or regulation) in any contract entered into under this Agreement. Subrecipient shall also require all contractors to flow down these Conditions, as well as termination for convenience of OHCS, to all subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors. These Conditions include required terms for project contracts, HUD General Provisions, Participation by Minority Group Members and Women Requirements and Procedures for Contracts, Standard Clauses for Contracts with OHCS, and required diversity forms.

The Subrecipient must comply with CDBG-DR regulations regarding debarred or suspended entities at 24 C.F.R. § 570.609 or 24 C.F.R. § 570.489(l) as appropriate. CDBG-DR funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, as applicable, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

39. NONDISCRIMINATION

The Subrecipient shall comply with 24 C.F.R. Part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. § 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity funded in whole or in part with Federal financial assistance.

The Subrecipient shall adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (Section 504). Section 109 of the Housing and Community Development Act of 1974 makes these requirements applicable to Programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Subrecipient shall comply with regulations of 24 C.F.R. Part 8, which implement Section 504 for HUD Programs, and the regulations of 24 C.F.R. Part 146, which implement the Age Discrimination Act for HUD Programs.

The Subrecipient shall ensure that all CDBG-DR activities conducted by itself or its contractors are consistent with the applicable federal and local legal provisions, regulations, and policies that prohibit discrimination on the basis of race, creed, color, national origin, religion, sex, disability,

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familial status, actual or perceived sexual orientation or gender identity, marital status, or age, as established in the CDBG-DR Fair Housing and Equal Opportunity (FHEO) Policy for CDBG-DR Programs.

40. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT

The Subrecipient shall ensure that its Activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 or the definition of "building" as defined in 41 C.F.R. § 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 C.F.R. Part 40 for residential structures, and appendix A to 41 C.F.R. Part 101-19, Subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. § 12131; 47 U.S.C. § 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

41. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (24 C.F.R. PART 1)

a) General Compliance:

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended and 24 C.F.R. § 570.601 and §570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any Program or activity funded by this Agreement. The specific nondiscrimination provisions at 24 C.F.R. § 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 C.F.R. Part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 C.F.R. Part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out

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the purposes of 2 C.F.R. Part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

b) Assurances and Real Property Covenants:
As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the Program or activities described in this Agreement shall be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided shall be operated and administered in compliance with all requirements imposed by or pursuant to this Agreement.

If the Federal financial assistance under this Agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives OHCS and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the Program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

c) Women- and Minority-Owned Businesses (W/MBE)
The Subrecipient shall take the affirmative steps listed in 2 C.F.R. § 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, when the Subrecipient procures property or services under this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage

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Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

In compliance with the CDBG-DR Minority and Women-Owned Business Enterprise Policy (M/WBE Policy), the Subrecipient shall complete a utilization plan to identify how they plan on successfully achieving the contracting goals for MBE and WBE's. Subrecipient shall also complete monthly reporting to provide information on contracting opportunities and payouts provided to WBE or MBE contractors or subcontractors. Subrecipient shall also document their efforts and submit those to OHCS on a monthly basis. See the M/WBE Policy, as found in the ReOregon Website (https://re.oregon.gov) which is herein included and made integral part of this Agreement, as it may be updated from time to time.

d) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

42. LABOR STANDARDS

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended, and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended (40 U.S.C. § 3141, et seq.), and 29 C.F.R. Part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than eight (8) units.

The Subrecipient agrees to comply with the (18 U.S.C. § 874) and it's implementing regulations of the U.S. Department of Labor at 29 C.F.R. Part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to OHCS for review upon request.

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; or nepotism activities.

43. CITIZEN GRIEVANCES

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If the Subrecipient receives any complaint or grievance, it shall refer said complaint or grievance immediately to the Program so that OHCS may respond appropriately within fifteen (15) business days of the receipt of the complaint.

44. TECHNICAL ASSISTANCE AND TRAININGS

The Subrecipient shall certify attendance for any and all technical assistance and/or applicable program trainings that the OHCS requires from time to time at its discretion. Failure to attend may be considered as cause for termination.

45. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT (URA)

Every project funded in part or in full by CDBG-DR funds, and all activities related to that project, are subject to the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 42 U.S.C. § 4601 et seq., and section 104(d) of the Housing and Community Development Act of 1992, as amended (HCDA), 42 U.S.C. § 5304(d), except where waivers or alternative requirements have been provided by HUD. The implementing regulations for URA are at 49 C.F.R. Part 24, and the regulations for section 104(d) are at 24 C.F.R. Part 42, subpart C. Additionally, HUD has established regulations specific to CDBG-funded housing activities at 24 C.F.R. § 570.606. The primary purpose of these laws and regulations is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects.

When CDBG-DR funds are planned, intended, or used for any activity or phase of a project and the phases are interdependent, URA applies to that activity or project. This includes any property acquisition, even if CDBG-DR funds are not used to fund the purchase, if the contract to acquire property is executed with the intention of seeking CDBG-DR funds to complete the project or an interdependent phase of the project. Subrecipients are responsible for ensuring URA compliance throughout the design, proposal, and implementation of any project that includes real property acquisition or displacement of residential or business occupants.

46. ADDITIONAL SPECIFIC CONDITIONS

Notwithstanding the special conditions established in this Agreement and its exhibits, in accordance with 2 C.F.R. § 200.208, OHCS reserves the right and authority to impose additional specific conditions under any of the following circumstances:

a) At the OHCS' sole discretion when OHCS finds that Subrecipient has a history of failure to comply with the general or specific terms and conditions applicable to the CDBG-DR funds allocated under this Agreement or any other agreement with OHCS.
b) When Subrecipient fails to meet expected performance goals under this Agreement.
c) When Subrecipient poses an increased risk for noncompliance based on factors including, but not limited to, financial stability, quality of management systems, history of performance under Federal awards, history of timeliness under Federal awards, history of conformance with terms and conditions of previous federal awards, and reports and findings from audits.

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d) When, in the OHCS' sole discretion, such conditions are necessary to ensure timely and compliant performance under the CDBG-DR Program.

Such additional specific conditions may include but are not limited to, withholding of authority to proceed to the next phase of an otherwise eligible Project, requiring additional detailed financial reports, requiring additional project monitoring, requiring the Subrecipient to obtain technical or management assistance, establishing additional prior approvals, or any other condition OHCS deems reasonable and necessary to safeguard Federal funds or the OHCS' interests.

Notice of additional specific conditions shall include, but not be limited to, the nature of the additional requirements, the reason why the additional requirements are being imposed, the nature of the action needed to remove the additional requirement (if applicable), and the time allowed for completion of the actions (if applicable).

47. USE AND REVERSION OF ASSETS

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

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EXHIBIT E - APPROVED BUDGETS

Marion County Master PIER Budget

OHCS SUBRECIPIENT BUDGET FORM

SUBRECIPIENT NAME:	Marion County Master
PROJECT STATUS:	Application Submitted
PROGRAM:	Planning, Infrastructure, and Economic Revitalization
CONTRACT NUMBER:	TBD - Subrecipient Agreement
CONTRACT NTE:	$ 34,066,745.00

Estimated Project Duration for Personnel Planning

START DATE:	7/1/2025
END DATE:	2/2/2029
DURATION (TIME):	3 Years, 7 Months, 1 Days
DURATION (DECIMAL):	3.59

Marion County Personnel	Unit	Duration	Level of Effort	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
	annual salary	0.00	0%	-	-		-	-		No
	annual salary	0.00	0%	-	-		-	-		No
	annual salary	0.00	0%	-	-		-	-		No
	annual salary	0.00	0%	-	-		-	-		No
(Add more rows if needed)	annual salary	0.00	0%	-	-		-	-		No
Total Personnel (Salaries/Benefits)					-	-	-	-		

Marion County Projects	[BLANK]	[BLANK]	[BLANK]	[BLANK]	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Gates Wastewater Collection System					26,323,722.59		26,323,722.59	-		No
North Fork Park Landside Stabilization					1,753,569.48		1,753,569.48	-		No
NE Alder Street Rehabilitation (Mill City)					1,827,806.04		1,827,806.04	-		No
Downtown Gates Street Rehabilitation					1,152,328.86		1,152,328.86	-		No
Bear Creek Campground Rehabilitation					1,255,566.83		1,255,566.83	-		No
Contingency/Future Project					353,751.20		353,751.20	-		No
					-		-	-		No
Total Marion County Projects					**32,666,745.00**	-	**32,666,745.00**	-		

Pass Through Projects	[BLANK]	[BLANK]	[BLANK]	[BLANK]	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Mill City Pump Station Rehabilitation					1,194,000.00	394,000.00	800,000.00	-	Mill City General Fund	No
Detroit Avenue Street Rehabilitation					600,000.00		600,000.00	-		No
					-		-	-		
(Add more rows if needed)					-		-	-		
Total Pass Through Projects					**1,794,000.00**	**394,000.00**	**1,400,000.00**	-		

Note: Indirect Costs (e.g., rent, utilities, executive staff, etc.) are a necessary cost for the overall operation of the CDBG-DR grantee or subrecipient and may not be directly related to any particular program activity. In the table below, please indicate if you have an

Facilities & Admin (Indirect Costs)	[BLANK]	[BLANK]	[BLANK]	Rate	Indirect Pool	[BLANK]	CDBG-DR Budget	[BLANK]	Description / Notes / Source of Info	
Facilities & Admin				15%	-		-			
Total Facilities & Admin					-		-			

TOTAL PROJECT BUDGET	$ 34,460,745.00
TOTAL CDBG-DR BUDGET	$ 34,066,745.00

*If cell is red, project budget exceeds NTE contract amount and needs to be

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Exhibit E - Detroit Avenue Rehabilitation Budget (Subgrantee)

OHCS SUBRECIPIENT BUDGET FORM

SUBRECIPIENT NAME:	Marion County - Detroit Ave Rehabilitation
PROJECT STATUS:	Application Submitted
PROGRAM:	Planning, Infrastructure, and Economic Revitalization
CONTRACT NUMBER:	TBD - Subrecipient Agreement
CONTRACT NTE:	$ 600,000.00

Estimated Project Duration for Personnel Planning

START DATE:	7/1/2025
END DATE:	2/2/2029
DURATION (TIME):	3 Years, 7 Months, 1 Days
DURATION (DECIMAL):	3.59

Marion County Personnel	Unit	Duration	Level of Effort	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
	annual salary	0.00	0%	-	-		-	-		No
	annual salary	0.00	0%	-	-		-	-		No
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
Add more rows if needed	annual salary	0.00	0%	-	-		-	-		
Total Personnel (Salaries/Benefits)					-	-	-	-		

Direct Project Costs	[BLANK]	[BLANK]	[BLANK]	[BLANK]	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Planning & Design					-		-	-		No
Pre-Construction (Land Acq., Permits)								-		No
Construction					542,662.00	-	542,662.00	-		No
Equipment (integral to part of the activity)							-	-		No
Construction Management							-	-		No
Project Management					-		-	-		No
Contingency					57,338.00		57,338.00	-		No
Total Contracts/Grants/Agreements					**600,000.00**	-	**600,000.00**	-		

Other Subrecipient Contracts	Unit	Quantity	Contract Type	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Vendor Contract #1	each	0.00		-	-		-	-		
Vendor Contract #2	each	0.00		-	-		-	-		
Vendor Contract #3	each	0.00		-	-		-	-		
Add more rows if needed	each	0.00		-	-		-	-		
Total Contracts/Grants/Agreements					-	-	-	-		

Note: Indirect Costs (e.g. rent, utilities, executive staff, etc.) are a necessary cost for the overall operation of the CDBG-DR grantee or subrecipient and may not be directly related to any particular program activity. In the table below, please indicate if you have an

Facilities & Admin (Indirect Costs)	[BLANK]	[BLANK]	[BLANK]	Rate	Indirect Pool	[BLANK]	CDBG-DR Budget	[BLANK]	Description / Notes / Source of Info	
Facilities & Admin				15%	-		-			
Total Facilities & Admin					-		-			

TOTAL PROJECT BUDGET	$	600,000.00
TOTAL CDBG-DR BUDGET	$	600,000.00

*If cell is red, project budget exceeds NTE contract amount and needs to be

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Exhibit E - Bear Creek Campground Rehabilitation Budget

OHCS SUBRECIPIENT BUDGET FORM

SUBRECIPIENT NAME:	Marion County - Bear Creek Campground
PROJECT STATUS:	Application Submitted
PROGRAM:	Planning, Infrastructure, and Economic Revitalization
CONTRACT NUMBER:	TBD - Subrecipient Agreement
CONTRACT NTE:	$ 1,255,566.83

Estimated Project Duration for Personnel Planning

START DATE:	7/1/2025
END DATE:	2/2/2029
DURATION (TIME):	3 Years, 7 Months, 1 Days
DURATION (DECIMAL):	3.59

Marion County Personnel	Unit	Duration	Level of Effort	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Civil Engineer	annual salary	3.00	1%	207,076.80	6,212.30		6,212.30	-	Project Manager, Lead Design	Yes
Civil Engineer	annual salary	3.00	15%	207,076.80	93,184.56		93,184.56	-	Project Manager, Lead Design	Yes
Engineering Associate I	annual salary	2.00	10%	120,243.20	24,048.64		24,048.64	-	Design	Yes
Parks Supervisor	annual salary	3.00	4%	162,480.00	19,497.60		19,497.60	-	Project Manager	Yes
Engineering Technician 2	annual salary	1.00	25%	103,300.80	25,825.20		25,825.20	-	Construction Inspection	Yes
Capital Projects Manager	annual salary	3.00	1%	215,926.40	6,477.79		6,477.79	-	Program manager	Yes
County Surveyor	annual salary	1.00	1%	217,667.20	2,176.67		2,176.67	-	Survey review	Yes
Engineering Associate 1	annual salary	1.00	2%	152,123.20	3,042.46		3,042.46	-	Construction Oversight	Yes
Data Specialist	annual salary	3.00	1%	168,870.40	5,066.11		5,066.11	-	Budget oversight	Yes
Engineering Technician Sr.	annual salary	3.00	3%	143,420.80	12,907.87		12,907.87	-	Specification Review	Yes
Office Specialist 3	annual salary	3.00	2%	81,432.00	4,897.92		4,897.92	-	Administration	Yes
Chief Administrative Officer	annual salary	3.00	1%	307,335.00	15,220.05		15,220.05	-		Yes
Deputy County Administrative Officer	annual salary	3.00	1%	316,582.00	9,497.46		9,497.46	-		Yes
Senior Policy Analyst	annual salary	3.00	5%	188,374.00	28,256.10		28,256.10	-		Yes
Administrative Manager	annual salary	3.00	5%	167,551.00	25,132.65		25,132.65	-		Yes
Budget Analyst, SR	annual salary	3.00	5%	183,729.00	27,559.35		27,559.35	-		Yes
Budget and Grant Manager	annual salary	3.00	5%	162,040.00	24,306.00		24,306.00	-		Yes
Office Specialist 3	annual salary	3.00	25%	100,918.00	75,688.50		75,688.50	-		Yes
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
Total Personnel (Salaries/Benefits)					**408,997.25**	-	**408,997.25**	-		

Direct Project Costs	[BLANK]	[BLANK]	[BLANK]	[BLANK]	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Planning & Design					-		-	-		No
Pre-Construction (Land Acq., Permits)					35,000.00		35,000.00	-	Environmental Permitting	No
Construction					637,687.00		637,687.00	-	Potential OPRD Grant would expand scope & budget to $1.3m	No
Equipment (integral to part of the activity)							-	-		No
Construction Management							-	-		No
Project Management							-	-		No
Contingency					112,533.00		112,533.00	-		No
Total Contracts/Grants/Agreements					**785,220.00**	-	**785,220.00**	-		

Other Subrecipient Contracts	Unit	Quantity	Contract Type	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Vendor Contract #1	each	0.00		-	-		-	-		
Vendor Contract #2	each	0.00		-	-		-	-		
Vendor Contract #3	each	0.00		-	-		-	-		
[Additional rows if needed]	each	0.00		-	-		-	-		
Total Contracts/Grants/Agreements					-	-	-	-		

Note: Indirect Costs (e.g., rent, utilities, executive staff, etc.) are a necessary cost for the overall operation of the CDBG-DR grantee or subrecipient and may not be directly related to any particular program activity. In the table below, please indicate if you have an

Facilities & Admin (Indirect Costs)	[BLANK]	[BLANK]	[BLANK]	Rate	Indirect Pool	[BLANK]	CDBG-DR Budget	[BLANK]	Description / Notes / Source of Info	
Facilities & Admin				15%	408,997.25		61,349.59			
Total Facilities & Admin					**408,997.25**		**61,349.59**			

TOTAL PROJECT BUDGET	$	1,255,566.83
TOTAL CDBG-DR BUDGET	$	1,255,566.83

*If cell is red, project budget exceeds NTE contract amount and needs to be

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Exhibit E - Bear Creek Campground Rehabilitation Personnel Budget

SUBRECIPIENT PERSONNEL ANNUAL RATE CALCULATOR

Instructions: A user should utilize this tab to determine the Annual Rate (Column R) for personnel working on the contract. This rate is calculated by considering duration of the contract or time that personnel are expected to be on the contract, along with annual salary and fringe increases. If a staff member is not salaried at an annual rate, make sure to annualize their salary before entering it into the workbook. Additionally, the duration should match the duration that the personnel is expected to be assisting on this grant. The duration in this worksheet should not exceed the period of performance duration for the contract. This calculator assumes that the annual salary and fringe increase at a constant rate specified by the user. Please provide explanations, when possible, about assumptions.

Note: Duration will turn red if value is higher than Period of Performance

#	Name (Ex: Last Name, First)	Role / Title (Ex: Program Manager)	Duration (in Years; max=20)	Salary (Annualized)	Fringe (Annualized)	Annual Salary % Increase	Annual Fringe % Increase	Annual Rate	Notation (Add a description about assumption)
1	Olfosen, Shane	Civil Engineer	3.00	$ 129,423.00	$ 77,653.80	0.00%	0.00%	$ 207,076.80	
2	Warren, Jacob	Civil Engineer	3.00	$ 129,423.00	$ 77,653.80	0.00%	0.00%	$ 207,076.80	
3	Murphy, Luci	Engineering Associate I	2.00	$ 75,152.00	$ 45,091.20	0.00%	0.00%	$ 120,243.20	
4	Thompson, Kevin	Parks Supervisor	3.00	$ 101,550.00	$ 60,930.00	0.00%	0.00%	$ 162,480.00	
5	Marek, Drake	Engineering Technician 2	1.00	$ 64,563.00	$ 38,737.80	0.00%	0.00%	$ 103,300.80	
6	Crowther, Ryan	Capital Projects Manager	3.00	$ 134,954.00	$ 80,972.40	0.00%	0.00%	$ 215,926.40	
7	Inman, Kent	County Surveyor	1.00	$ 136,042.00	$ 81,625.20	0.00%	0.00%	$ 217,667.20	
8	Stoyles, Brandon	Engineering Associate I	1.00	$ 95,077.00	$ 57,046.20	0.00%	0.00%	$ 152,123.20	
9	Ogden, Jill	Data Specialist	3.00	$ 105,544.00	$ 63,326.40	0.00%	0.00%	$ 168,870.40	
10	Martin, Linda	Engineering Technician Sr.	3.00	$ 89,638.00	$ 53,782.80	0.00%	0.00%	$ 143,420.80	
11	Tokyo, Desiree	Office Specialist 3	3.00	$ 51,020.00	$ 30,612.00	0.00%	0.00%	$ 81,632.00	
12	Fritz, Jan	Chief Administrative Officer	3.00	$ 323,693.00	$ 183,640.00	0.00%	0.00%	$ 507,335.00	
13	Eppley, Chris	Deputy County Administrative Office	3.00	$ 196,394.00	$ 120,188.00	0.00%	0.00%	$ 316,582.00	
14	Lawyer, Matt	Senior Policy Analyst	3.00	$ 114,811.00	$ 73,563.00	0.00%	0.00%	$ 188,374.00	
15	White, Gary	Administrative Manager	3.00	$ 100,473.00	$ 67,078.00	0.00%	0.00%	$ 167,551.00	
16	Adatto, Daniel	Budget Analyst, SR	3.00	$ 111,833.00	$ 71,896.00	0.00%	0.00%	$ 183,729.00	
17	Hambrecht, Laura	Budget and Grant Manager	3.00	$ 96,644.00	$ 65,396.00	0.00%	0.00%	$ 162,040.00	
18	Miller, Erinn	Office Specialist 3	3.00	$ 55,602.00	$ 45,316.00	0.00%	0.00%	$ 100,918.00	
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Exhibit E - Mill City Pump Station Budget (Subgrantee)

OHCS SUBRECIPIENT BUDGET FORM

SUBRECIPIENT NAME:	Marion County - Mill City Pump Station
PROJECT STATUS:	Application Submitted
PROGRAM:	Planning, Infrastructure, and Economic Revitalization
CONTRACT NUMBER:	TBD - Subrecipient Agreement
CONTRACT NTE:	$ 800,000.00

Estimated Project Duration for Personnel Planning	
START DATE:	7/1/2025
END DATE:	2/2/2029
DURATION (TIME):	3 Years, 7 Months, 1 Days
DURATION (DECIMAL):	3.59

Marion County Personnel	Unit	Duration	Level of Effort	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
	annual salary	3.59	0%	-	-		-	-		No
	annual salary	3.59	0%	-	-		-	-		No
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
Add more rows (if needed)	annual salary	0.00	0%	-	-		-	-		
Total Personnel (Salaries/Benefits)					-	-	-	-		

Direct Project Costs	[BLANK]	[BLANK]	[BLANK]	[BLANK]	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Planning & Design					-		-	-		No
Pre-Construction (Land Acq., Permits)					-		-	-		No
Construction					1,194,000.00	394,000.00	800,000.00	-	City Approved Budget	No
Equipment (integral to part of the activity)					-		-	-		No
Construction Management					-		-	-		No
Project Management					-		-	-		No
Contingency					-		-	-		No
Total Contracts/Grants/Agreements					1,194,000.00	394,000.00	800,000.00	-		

Other Subrecipient Contracts	Unit	Quantity	Contract Type	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Vendor Contract #1	each	0.00		-	-		-	-		
Vendor Contract #2	each	0.00		-	-		-	-		
Vendor Contract #3	each	0.00		-	-		-	-		
Add more rows (if needed)	each	0.00		-	-		-	-		
Total Contracts/Grants/Agreements					-	-	-	-		

Note: Indirect Costs (e.g., rent, utilities, executive staff, etc.) are a necessary cost for the overall operation of the CDBG-DR grantee or subrecipient and may not be directly related to any particular program activity. In the table below, please indicate if you have an

Facilities & Admin (Indirect Costs)	[BLANK]	[BLANK]	[BLANK]	Rate	Indirect Pool	[BLANK]	CDBG-DR Budget	[BLANK]	Description / Notes / Source of Info	
Facilities & Admin				15%	-		-			
Total Facilities & Admin					-		-			

TOTAL PROJECT BUDGET	$ 1,194,000.00
TOTAL CDBG-DR BUDGET	$ 800,000.00

*If cell is red, project budget exceeds NTE contract amount and needs to be

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Exhibit E - Downtown Gates Street Rehabilitation Budget

OHCS SUBRECIPIENT BUDGET FORM

SUBRECIPIENT NAME:	Marion County - Downtown Gates Street Rehabilitation
PROJECT STATUS:	Application Submitted
PROGRAM:	Planning, Infrastructure, and Economic Revitalization
CONTRACT NUMBER:	TBD - Subrecipient Agreement
CONTRACT NTE:	$ 1,152,328.86

Estimated Project Duration for Personnel Planning	
START DATE:	7/1/2025
END DATE:	3/3/3029
DURATION (TIME):	3 Years, 7 Months, 1 Days
DURATION (DECIMAL):	3.59

Marion County Personnel	Unit	Duration	Level of Effort	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Civil Engineer	annual salary	3.00	9%	197,316.80	53,275.54		53,275.54	-	Project Manager	Yes
Engineering Technician 2	annual salary	1.00	40%	125,499.20	50,199.68		50,199.68	-	Construction Inspection	Yes
Capital Projects Manager	annual salary	3.00	1%	213,926.40	6,477.79		6,477.79	-	Program manager	Yes
County Surveyor	annual salary	1.00	1%	217,667.20	2,176.67		2,176.67	-	Survey review	Yes
Engineering Associate 2	annual salary	2.00	1%	178,006.40	3,560.13		3,560.13	-	Traffic Engineering	Yes
Data Specialist	annual salary	3.00	1%	168,870.40	5,066.11		5,066.11	-	Budget oversight	Yes
Engineering Technician Sr.	annual salary	3.00	1%	143,420.80	4,302.62		4,302.62	-	Specification Review	Yes
Office Specialist 3	annual salary	3.00	2%	81,632.00	4,897.92		4,897.92	-	Administration	Yes
Engineering Associate 1	annual salary	1.00	2%	152,123.20	3,042.46		3,042.46	-	Construction Oversight	Yes
Chief Administrative Officer	annual salary	3.00	1%	507,335.00	15,220.05		15,220.05	-		Yes
Deputy County Administrative Officer	annual salary	3.00	1%	316,582.00	9,497.46		9,497.46	-		Yes
Senior Policy Analyst	annual salary	3.00	1%	188,374.00	5,651.22		5,651.22	-		Yes
Administrative Manager	annual salary	3.00	5%	167,551.00	25,132.65		25,132.65	-		Yes
Budget Analyst, SR	annual salary	3.00	5%	183,729.00	27,559.35		27,559.35	-		Yes
Budget and Grant Manager	annual salary	3.00	5%	162,040.00	24,306.00		24,306.00	-		Yes
Office Specialist 3	annual salary	3.00	5%	100,918.00	15,137.70		15,137.70	-		Yes
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
Total Personnel (Salaries/Benefits)					**255,503.36**	-	**255,503.36**	-		

Direct Project Costs	(BLANK)	(BLANK)	(BLANK)	(BLANK)	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Planning & Design					120,000.00		120,000.00	-	Engineering Consultant	No
Pre-Construction (Land Acq., Permits)					68,500.00		68,500.00	-	Environmental, Surveys	No
Construction					561,000.00		561,000.00	-		No
Equipment (integral to part of the activity)					-		-	-		No
Construction Management					10,000.00		10,000.00	-	Lowered because County inspection assumed above	No
Project Management					-		-	-	Moved to Personnel Tab	No
Contingency					99,000.00		99,000.00	-		No
Total Contracts/Grants/Agreements					**858,500.00**	-	**858,500.00**	-		

Other Subrecipient Contracts	Unit	Quantity	Contract Type	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Vendor Contract #1	each	0.00		-	-		-	-		
Vendor Contract #2	each	0.00		-	-		-	-		
Vendor Contract #3	each	0.00		-	-		-	-		
Add more rows if needed	each	0.00		-	-		-	-		
Total Contracts/Grants/Agreements					-	-	-	-		

Note: Indirect Costs (e.g., rent, utilities, executive staff, etc.) are a necessary cost for the overall operation of the CDBG-DR grantee or subrecipient and may not be directly related to any particular program activity. In the table below, please indicate if you have an

Facilities & Admin (Indirect Costs)	(BLANK)	(BLANK)	(BLANK)	Rate	Indirect Pool	(BLANK)	CDBG-DR Budget	(BLANK)	Description / Notes / Source of Info	
Facilities & Admin				15%	255,503.36		38,325.50			
Total Facilities & Admin					**255,503.36**		**38,325.50**			

TOTAL PROJECT BUDGET	$	1,152,328.86
TOTAL CDBG-DR BUDGET	$	1,152,328.86

*If cell is red, project budget exceeds NTE contract amount and needs to be

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Exhibit E - Downtown Gates Street Rehabilitation Personnel Budget

SUBRECIPIENT PERSONNEL ANNUAL RATE CALCULATOR

Instructions: A user should utilize this tab to determine the Annual Rate (Column R) for personnel working on the contract. This rate is calculated by considering duration of the contract or time that personnel are expected to be on the contract, along with annual salary and fringe increases. If a staff member is not salaried at an annual rate, make sure to annualize their salary before entering it into the workbook. Additionally, the duration should match the duration that the personnel is expected to be assisting on this grant. The duration in this worksheet should not exceed the period of performance duration for the contract. This calculator assumes that the annual salary and fringe increase at a constant rate specified by the user. Please provide explanations, when possible, about assumptions.

Note: Duration will turn red if value is higher than Period of Performance

#	Name (Ex: Last Name, First)	Role / Title (Ex: Program Manager)	Duration (in years; max=20)	Salary (Annualized)	Fringe (Annualized)	Annual Salary % Increase	Annual Fringe % Increase	Annual Rate	Notation (Add a description about assumption)
1	Hemmer, Mitch	Civil Engineer	3.00	$ 123,323.00	$ 73,993.80	0.00%	0.00%	$ 197,316.80	
2	Prueft, Aaron	Engineering Technician 2	1.00	$ 78,437.00	$ 47,062.20	0.00%	0.00%	$ 125,499.20	
3	Crowther, Ryan	Capital Projects Manager	3.00	$ 134,954.00	$ 80,972.40	0.00%	0.00%	$ 215,926.40	
4	Inman, Kent	County Surveyor	1.00	$ 136,042.00	$ 81,625.20	0.00%	0.00%	$ 217,667.20	
5	Alexander, Dan	Engineering Associate 2	2.00	$ 111,254.00	$ 66,752.40	0.00%	0.00%	$ 178,006.40	
6	Ogden, Jill	Data Specialist	3.00	$ 105,544.00	$ 63,326.40	0.00%	0.00%	$ 168,870.40	
7	Martin, Linda	Engineering Technician Sr.	3.00	$ 89,638.00	$ 53,782.80	0.00%	0.00%	$ 143,420.80	
8	Tokyo, Desiree	Office Specialist 3	3.00	$ 51,020.00	$ 30,612.00	0.00%	0.00%	$ 81,632.00	
9	Stoyles, Brandon	Engineering Associate 1	1.00	$ 95,077.00	$ 57,046.20	0.00%	0.00%	$ 152,123.20	
10	Fritz, Jan	Chief Administrative Officer	3.00	$ 323,695.00	$ 183,640.00	0.00%	0.00%	$ 507,335.00	
11	Eppley, Chris	Deputy County Administrative Office	3.00	$ 196,394.00	$ 120,188.00	0.00%	0.00%	$ 316,582.00	
12	Lawyer, Matt	Senior Policy Analyst	3.00	$ 114,811.00	$ 73,563.00	0.00%	0.00%	$ 188,374.00	
13	White, Gary	Administrative Manager	3.00	$ 100,473.00	$ 67,078.00	0.00%	0.00%	$ 167,551.00	
14	Adatto, Daniel	Budget Analyst, SR	3.00	$ 111,833.00	$ 71,896.00	0.00%	0.00%	$ 183,729.00	
15	Hambrecht, Laura	Budget and Grant Manager	3.00	$ 96,644.00	$ 65,396.00	0.00%	0.00%	$ 162,040.00	
16	Miller, Erinn	Office Specialist 3	3.00	$ 55,602.00	$ 45,316.00	0.00%	0.00%	$ 100,918.00	
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Exhibit E - NE Alder Street Rehabilitation Budget

OHCS SUBRECIPIENT BUDGET FORM

SUBRECIPIENT NAME:	Marion County - NE Alder Street Rehab
PROJECT STATUS:	Application Submitted
PROGRAM:	Planning, Infrastructure, and Economic Revitalization
CONTRACT NUMBER:	TBD - Subrecipient Agreement
CONTRACT NTE:	$ 1,827,806.04

Estimated Project Duration for Personnel Planning	
START DATE:	7/1/2025
END DATE:	2/2/2029
DURATION (TIME):	3 Years, 7 Months, 1 Days
DURATION (DECIMAL):	3.59

Marion County Personnel	Unit	Duration	Level of Effort	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Engineering Associate I	annual salary	2.00	25%	123,702.40	61,851.20		61,851.20	-	Designer	Yes
Civil Engineer	annual salary	3.00	25%	197,316.80	147,987.60		147,987.60	-	Project Manager, Design Engineer	Yes
Engineering Technician 3	annual salary	1.00	25%	103,300.80	25,825.20		25,825.20	-	Construction Inspection	Yes
Engineering Associate 1	annual salary	1.00	5%	132,123.20	7,606.16		7,606.16	-	Construction Oversight	Yes
Capital Projects Manager	annual salary	3.00	2%	215,926.40	12,955.58		12,955.58	-	Program manager	Yes
County Surveyor	annual salary	1.00	2%	217,667.20	4,353.34		4,353.34	-	Survey review	Yes
Engineering Associate 2	annual salary	2.00	2%	178,006.40	7,120.26		7,120.26	-	Traffic Engineering	Yes
Data Specialist	annual salary	3.00	2%	168,870.40	10,132.22		10,132.22	-	Budget oversight	Yes
Engineering Technician Sr.	annual salary	3.00	5%	143,420.80	21,513.12		21,513.12	-	Specification Review	Yes
Office Specialist 3	annual salary	3.00	3%	81,632.00	12,244.80		12,244.80	-	Administration	Yes
Chief Administrative Officer	annual salary	3.00	1%	507,335.00	15,220.05		15,220.05	-		Yes
Deputy County Administrative Officer	annual salary	3.00	1%	316,582.00	9,497.46		9,497.46	-		Yes
Senior Policy Analyst	annual salary	3.00	5%	188,374.00	28,256.10		28,256.10	-		Yes
Administrative Manager	annual salary	3.00	5%	167,551.00	25,132.65		25,132.65	-		Yes
Budget Analyst, SR	annual salary	3.00	5%	183,729.00	27,559.35		27,559.35	-		Yes
Budget and Grant Manager	annual salary	3.00	5%	162,040.00	24,306.00		24,306.00	-		Yes
Office Specialist 3	annual salary	3.00	25%	100,918.00	75,688.50		75,688.50	-		Yes
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
Total Personnel (Salaries/Benefits)					**517,249.60**	-	**517,249.60**	-		

Direct Project Costs	[BLANK]	[BLANK]	[BLANK]	[BLANK]	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Planning & Design					50,000.00		50,000.00	-		No
Pre-Construction (Land Acq., Permits)					220,000.00		220,000.00	-		No
Construction					818,524.00		818,524.00	-		No
Equipment (integral to part of the activity)							-	-		No
Construction Management							-	-		No
Project Management					-		-	-	Moved to Personnel Tab	No
Contingency					144,445.00		144,445.00	-		No
Total Contracts/Grants/Agreements					**1,232,969.00**	-	**1,232,969.00**	-		

Other Subrecipient Contracts	Unit	Quantity	Contract Type	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Vendor Contract #1	each	0.00	-	-	-		-	-		
Vendor Contract #2	each	0.00	-	-	-		-	-		
Vendor Contract #3	each	0.00	-	-	-		-	-		
Add more rows if needed	each	0.00	-	-	-		-	-		
Total Contracts/Grants/Agreements					-	-	-	-		

Note: Indirect Costs (e.g., rent, utilities, executive staff, etc.) are a necessary cost for the overall operation of the CDBG-DR grantee or subrecipient and may not be directly related to any particular program activity. In the table below, please indicate if you have an

Facilities & Admin (Indirect Costs)	[BLANK]	[BLANK]	[BLANK]	Rate	Indirect Pool	[BLANK]	CDBG-DR Budget	[BLANK]	Description / Notes / Source of Info	
Facilities & Admin				15%	517,249.60		77,587.44			
Total Facilities & Admin					**517,249.60**		**77,587.44**			

TOTAL PROJECT BUDGET	$	1,827,806.04
TOTAL CDBG-DR BUDGET	$	1,827,806.04

*If cell is red, project budget exceeds NTE contract amount and needs to be

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Exhibit E - NE Alder Street Rehabilitation Personnel Budget

SUBRECIPIENT PERSONNEL ANNUAL RATE CALCULATOR

Instructions: A user should utilize this tab to determine the Annual Rate (Column R) for personnel working on the contract. This rate is calculated by considering duration of the contract or time that personnel are expected to be on the contract, along with annual salary and fringe increases. If a staff member is not salaried at an annual rate, make sure to annualize their salary before entering it into the workbook. Additionally, the duration should match the duration that the personnel is expected to be assisting on this grant. The duration in this worksheet should not exceed the period of performance duration for the contract. This calculator assumes that the annual salary and fringe increase at a constant rate specified by the user. Please provide explanations, when possible, about assumptions.

Note: Duration will turn red if value is higher than Period of Performance

#	Name (Ex: Last Name, First)	Role / Title (Ex: Program Manager)	Duration (in years; max=20)	Salary (Annualized)	Fringe (Annualized)	Annual Salary % Increase	Annual Fringe % Increase	Annual Rate	Notation (Add a description about assumption)
1	Pena Leon, Maribel	Engineering Associate I	2.00	$ 77,314.00	$ 46,388.40	0.00%	0.00%	$ 123,702.40	
2	Hammer, Mitch	Civil Engineer	3.00	$ 123,323.00	$ 73,993.80	0.00%	0.00%	$ 197,316.80	
3	Maref, Drake	Engineering Technician 2	1.00	$ 64,563.00	$ 38,737.80	0.00%	0.00%	$ 103,300.80	
4	Stoyles, Brandon	Engineering Associate 1	1.00	$ 95,077.00	$ 57,046.20	0.00%	0.00%	$ 152,123.20	
5	Crowther, Ryan	Capital Projects Manager	3.00	$ 134,954.00	$ 80,972.40	0.00%	0.00%	$ 215,926.40	
6	Inman, Kent	County Surveyor	1.00	$ 136,042.00	$ 81,625.20	0.00%	0.00%	$ 217,667.20	
7	Alexander, Dan	Engineering Associate 2	2.00	$ 111,254.00	$ 66,752.40	0.00%	0.00%	$ 178,006.40	
8	Ogden, Jill	Data Specialist	3.00	$ 105,544.00	$ 63,326.40	0.00%	0.00%	$ 168,870.40	
9	Martin, Linda	Engineering Technician Sr.	3.00	$ 89,638.00	$ 53,782.80	0.00%	0.00%	$ 143,420.80	
10	Tokyo, Desiree	Office Specialist 3	3.00	$ 51,020.00	$ 30,612.00	0.00%	0.00%	$ 81,632.00	
11	Fritz, Jan	Chief Administrative Officer	3.00	$ 323,695.00	$ 183,640.00	0.00%	0.00%	$ 507,335.00	
12	Eppley, Chris	Deputy County Administrative Office	3.00	$ 196,394.00	$ 120,188.00	0.00%	0.00%	$ 316,582.00	
13	Lawyer, Matt	Senior Policy Analyst	3.00	$ 114,811.00	$ 73,563.00	0.00%	0.00%	$ 188,374.00	
14	White, Gary	Administrative Manager	3.00	$ 100,473.00	$ 67,078.00	0.00%	0.00%	$ 167,551.00	
15	Adatto, Daniel	Budget Analyst, SR	3.00	$ 111,833.00	$ 71,896.00	0.00%	0.00%	$ 183,729.00	
16	Hambrecht, Laura	Budget and Grant Manager	3.00	$ 96,644.00	$ 65,396.00	0.00%	0.00%	$ 162,040.00	
17	Miller, Erinn	Office Specialist 3	3.00	$ 55,602.00	$ 45,316.00	0.00%	0.00%	$ 100,918.00	
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Exhibit E - North Fork Landslide Stabilization Budget

OHCS SUBRECIPIENT BUDGET FORM

SUBRECIPIENT NAME:	Marion County - NF Park Landslide Stabilization
PROJECT STATUS:	Application Submitted
PROGRAM:	Planning, Infrastructure, and Economic Revitalization
CONTRACT NUMBER:	TBD - Subrecipient Agreement
CONTRACT NTE:	$ 1,753,569.48

Estimated Project Duration for Personnel Planning

START DATE:	7/1/2025
END DATE:	2/2/2029
DURATION (TIME):	3 Years, 7 Months, 1 Days
DURATION (DECIMAL):	3.59

Marion County Personnel	Unit	Duration	Level of Effort	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Parks Supervisor	annual salary	3.00	25%	162,480.00	9,748.80		9,748.80		Project Manager	Yes
Engineering Associate 2	annual salary	3.00	15%	178,006.40	80,102.88		80,102.88		Design Engineer	Yes
Engineering Technician 2	annual salary	1.00	50%	130,051.20	65,025.60		65,025.60		Construction Inspection	Yes
Civil Engineer	annual salary	3.00	4%	217,265.60	26,086.27		26,086.27		Design Engineer	Yes
Capital Projects Manager	annual salary	3.00	1%	215,926.40	6,477.79		6,477.79		Program manager	Yes
County Surveyor	annual salary	1.00	1%	217,667.20	2,176.67		2,176.67		Survey review	Yes
Engineering Associate 2	annual salary	2.00	1%	178,006.40	3,560.13		3,560.13		Traffic Engineering	Yes
Data Specialist	annual salary	3.00	1%	168,870.40	5,066.11		5,066.11		Budget oversight	Yes
Engineering Technician Sr.	annual salary	3.00	1%	143,420.80	4,302.62		4,302.62		Specification Review	Yes
Office Specialist 3	annual salary	3.00	2%	81,632.00	4,897.92		4,897.92		Administration	Yes
Engineering Associate 1	annual salary	1.00	2%	152,123.20	3,042.46		3,042.46		Construction Oversight	Yes
Chief Administrative Officer	annual salary	3.00	1%	507,335.00	15,220.05		15,220.05			Yes
Deputy County Administrative Officer	annual salary	3.00	1%	316,582.00	9,497.46		9,497.46			Yes
Senior Policy Analyst	annual salary	3.00	5%	188,374.00	28,256.10		28,256.10			Yes
Administrative Manager	annual salary	3.00	5%	167,551.00	25,132.65		25,132.65			Yes
Budget Analyst, SR	annual salary	3.00	5%	183,729.00	27,559.35		27,559.35			Yes
Budget and Grans Manager	annual salary	3.00	5%	162,040.00	24,306.00		24,306.00			Yes
Office Specialist 3	annual salary	3.00	25%	100,918.00	75,688.50		75,688.50			Yes
	annual salary	0.00	0%	-	-		-			
	annual salary	0.00	0%	-	-		-			
Total Personnel (Salaries/Benefits)					**416,147.37**	-	**416,147.37**	-		

Direct Project Costs	(BLANK)	(BLANK)	(BLANK)	(BLANK)	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Planning & Design					200,000.00		200,000.00			No
Pre-Construction (Land Acq., Permits)					-		-			No
Construction					892,500.00		892,500.00			No
Equipment (integral to part of the activity)							-			No
Construction Management					25,000.00		25,000.00		Lowered because County Inspection assumed above	No
Project Management					-		-		Moved to Personnel Tab	No
Contingency					157,500.00		157,500.00			No
Total Contracts/Grants/Agreements					**1,275,000.00**	-	**1,275,000.00**	-		

Other Subrecipient Contracts	Unit	Quantity	Contract Type	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Vendor Contract #1	each	0.00		-	-		-	-		
Vendor Contract #2	each	0.00		-	-		-	-		
Vendor Contract #3	each	0.00		-	-		-	-		
Add more rows if needed	each	0.00		-	-		-	-		
Total Contracts/Grants/Agreements					-	-	-	-		

Note: Indirect Costs (e.g., rent, utilities, executive staff, etc.) are a necessary cost for the overall operation of the CDBG-DR grantee or subrecipient and may not be directly related to any particular program activity. In the table below, please indicate if you have an

Facilities & Admin (Indirect Costs)	(BLANK)	(BLANK)	(BLANK)	Rate	Indirect Pool	(BLANK)	CDBG-DR Budget	(BLANK)	Description / Notes / Source of Info	
Facilities & Admin				15%	416,147.37		62,422.11			
Total Facilities & Admin					**416,147.37**		**62,422.11**			

TOTAL PROJECT BUDGET	$	1,753,569.48
TOTAL CDBG-DR BUDGET	$	1,753,569.48

*If cell is red, project budget exceeds NTE contract amount and needs to be

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Exhibit E - North Fork Landslide Stabilization Personnel Budget

SUBRECIPIENT PERSONNEL ANNUAL RATE CALCULATOR

Instructions: A user should utilize this tab to determine the Annual Rate (Column R) for personnel working on the contract. This rate is calculated by considering duration of the contract or time that personnel are expected to be on the contract, along with annual salary and fringe increases. If a staff member is not salaried at an annual rate, make sure to annualize their salary before entering it into the workbook. Additionally, the duration should match the duration that the personnel is expected to be assisting on this grant. The duration in this worksheet should not exceed the period of performance duration for the contract. This calculator assumes that the annual salary and fringe increase at a constant rate specified by the user. Please provide explanations, when possible, about assumptions.

Note: Duration will turn red if value is higher than Period of Performance

#	Name (Ex: Last Name, first)	Role / Title (Ex: Program Manager)	Duration (in years; max=3)	Salary (Annualized)	Fringe (Annualized)	Annual Salary % Increase	Annual Fringe % Increase	Annual Rate	Notation (Add a description about assumption)
1	Thompson, Kevin	Parks Supervisor	3.00	$ 101,550.00	$ 60,930.00	0.00%	0.00%	$ 162,480.00	
2	Tenzar, Scot	Engineering Associate 2	3.00	$ 111,254.00	$ 66,752.40	0.00%	0.00%	$ 178,006.40	
3	Becerra, Albert	Engineering Technician 2	1.00	$ 81,282.00	$ 48,769.20	0.00%	0.00%	$ 130,051.20	
4	Pressler, Steve	Civil Engineer	3.00	$ 135,866.00	$ 81,519.60	0.00%	0.00%	$ 217,385.60	
5	Crowther, Ryan	Capital Projects Manager	3.00	$ 134,954.00	$ 80,972.40	0.00%	0.00%	$ 215,926.40	
6	Inman, Kent	County Surveyor	1.00	$ 136,042.00	$ 81,625.20	0.00%	0.00%	$ 217,667.20	
7	Alexander, Dan	Engineering Associate 2	2.00	$ 111,254.00	$ 66,752.40	0.00%	0.00%	$ 178,006.40	
8	Ogden, Jill	Data Specialist	3.00	$ 105,544.00	$ 63,326.40	0.00%	0.00%	$ 168,870.40	
9	Martin, Linda	Engineering Technician Sr.	3.00	$ 89,638.00	$ 53,782.80	0.00%	0.00%	$ 143,420.80	
10	Tokyo, Desiree	Office Specialist 3	3.00	$ 51,020.00	$ 30,612.00	0.00%	0.00%	$ 81,632.00	
11	Stoyles, Brandon	Engineering Associate 1	1.00	$ 95,077.00	$ 57,046.20	0.00%	0.00%	$ 152,123.20	
12	Fritz, Jan	Chief Administrative Officer	3.00	$ 323,695.00	$ 183,640.00	0.00%	0.00%	$ 307,335.00	
13	Eppley, Chris	Deputy County Administrative Office	3.00	$ 196,394.00	$ 120,188.00	0.00%	0.00%	$ 316,582.00	
14	Lawyer, Matt	Senior Policy Analyst	3.00	$ 114,811.00	$ 73,563.00	0.00%	0.00%	$ 188,374.00	
15	White, Gary	Administrative Manager	3.00	$ 100,473.00	$ 67,078.00	0.00%	0.00%	$ 167,551.00	
16	Adatto, Daniel	Budget Analyst, SR	3.00	$ 111,833.00	$ 71,896.00	0.00%	0.00%	$ 183,729.00	
17	Hambrecht, Laura	Budget and Grant Manager	3.00	$ 96,644.00	$ 65,396.00	0.00%	0.00%	$ 162,040.00	
18	Miller, Erinn	Office Specialist 3	3.00	$ 55,602.00	$ 45,316.00	0.00%	0.00%	$ 100,918.00	
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Exhibit E - Gates Wastewater Collection System Budget

OHCS SUBRECIPIENT BUDGET FORM

SUBRECIPIENT NAME:	Marion County - Gates Wastewater Collection System
PROJECT STATUS:	Application Submitted
PROGRAM:	Planning, Infrastructure, and Economic Revitalization
CONTRACT NUMBER:	TBD - Subrecipient Agreement
CONTRACT NTE:	$ 26,323,722.58

Estimated Project Duration for Personnel Planning

START DATE:	7/1/2025
END DATE:	2/2/2029
DURATION (TIME):	3 Years, 7 Months, 1 Days
DURATION (DECIMAL):	3.59

Marion County Personnel	Unit	Duration	Level of Effort	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Engineering Associate 2	annual salary	3.59	80%	156,560.00	449,640.32		449,640.32	-	Project Manager	Yes
Public Works Director	annual salary	3.59	5%	309,945.00	55,635.13		55,635.13	-	Executive Project Management	Yes
Chief Administrative Officer	annual salary	3.59	1%	507,335.00	18,213.33		18,213.33	-		Yes
Deputy County Administrative Officer	annual salary	3.59	1%	316,382.00	11,365.29		11,365.29	-		Yes
Senior Policy Analyst	annual salary	3.59	5%	188,374.00	33,813.13		33,813.13	-		Yes
Administrative Manager	annual salary	3.59	5%	167,551.00	30,075.40		30,075.40	-		Yes
Budget Analyst, SR	annual salary	3.59	5%	183,729.00	32,979.36		32,979.36	-		Yes
Budget and Grant Manager	annual salary	3.59	5%	162,040.00	29,086.18		29,086.18	-		Yes
Office Specialist 3	annual salary	3.59	25%	100,918.00	90,573.91		90,573.91	-		Yes
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
	annual salary	0.00	0%	-	-		-	-		
Add more rows if needed	annual salary	0.00	0%							
Total Personnel (Salaries/Benefits)					**751,382.05**	-	**751,382.05**	-		

Direct Project Costs	[BLANK]	[BLANK]	[BLANK]	[BLANK]	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Planning & Design					2,978,632.00		2,978,632.00	-	Preliminary Engineering	No
Pre-Construction (Land Acq., Permits)					350,000.00		350,000.00	-	Land Acquisitions	No
Construction					18,616,449.00		18,616,449.00	-		No
Construction Management					1,489,316.00		1,489,316.00	-	Construction Engineering Services	No
Project Management					535,920.23		535,920.23	-		No
Contingency					1,489,316.00		1,489,316.00	-		No
Total Contracts/Grants/Agreements					**25,459,633.23**	-	**25,459,633.23**	-		

Other Subrecipient Contracts	Unit	Quantity	Contract Type	Rate	Estimated Budget	Other Sources	CDBG-DR Budget	Spending to Date	Description / Notes / Source of Info	Indirect Pool
Vendor Contract #1	each	0.00		-	-		-	-		No
Vendor Contract #2	each	0.00		-	-		-	-		No
Vendor Contract #3	each	0.00		-	-		-	-		No
Add more rows if needed	each	0.00		-	-		-	-		No
Total Contracts/Grants/Agreements					-	-	-	-		

Note: Indirect Costs (e.g., rent, utilities, executive staff, etc.) are a necessary cost for the overall operation of the CDBG-DR grantee or subrecipient and may not be directly related to any particular program activity. In the table below, please indicate if you have an

Facilities & Admin (Indirect Costs)	[BLANK]	[BLANK]	[BLANK]	Rate	Indirect Pool	[BLANK]	CDBG-DR Budget	[BLANK]	Description / Notes / Source of Info	
Facilities & Admin				15%	751,382.05		112,707.31			
Total Facilities & Admin					**751,382.05**		**112,707.31**			

	TOTAL PROJECT BUDGET	$ 26,323,722.58
	TOTAL CDBG-DR BUDGET	$ 26,323,722.58

*If cell is red, project budget exceeds NTE contract amount and needs to b

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Exhibit E - Gates Wastewater Collection System Personnel Budget

SUBRECIPIENT PERSONNEL ANNUAL RATE CALCULATOR

Instructions: A user should utilize this tab to determine the Annual Rate (Column R) for personnel working on the contract. This rate is calculated by considering duration of the contract or time that personnel are expected to be on the contract, along with annual salary and fringe increases, if a staff member is not salaried at an annual rate, make sure to annualize their salary before entering it into the workbook. Additionally, the duration should match the duration that the personnel is expected to be assisting on this grant. The duration in this worksheet should not exceed the period of performance duration for the contract. This calculator assumes that the annual salary and fringe increase at a constant rate specified by the user. Please provide explanations, when possible, about assumptions.

Note: Duration will turn red if value is higher than Period of Performance

#	Name (Ex: Last Name, First)	Role / Title (Ex: Program Manager)	Duration (in years; max=20)	Salary (Annualized)	Fringe (Annualized)	Annual Salary % Increase	Annual Fringe % Increase	Annual Rate	Notation (Add a description about assumption)
1	Woldegiorgis, Tsige	Engineering Associate 2	3.59	$ 97,850.00	$ 58,710.00	0.00%	0.00%	$ 156,560.00	
2	Nicholas, Brian	Public Works Director	3.59	$ 193,716.00	$ 116,229.00	0.00%	0.00%	$ 309,945.00	
3	Fritz, Jan	Chief Administrative Officer	3.59	$ 323,695.00	$ 183,640.00	0.00%	0.00%	$ 507,335.00	
4	Eppley, Chris	Deputy County Administrative Office	3.59	$ 196,394.00	$ 120,188.00	0.00%	0.00%	$ 316,582.00	
5	Lawyer, Matt	Senior Policy Analyst	3.59	$ 114,811.00	$ 73,563.00	0.00%	0.00%	$ 188,374.00	
6	White, Gary	Administrative Manager	3.59	$ 100,473.00	$ 67,078.00	0.00%	0.00%	$ 167,551.00	
7	Adalto, Daniel	Budget Analyst, SR	3.59	$ 111,833.00	$ 71,896.00	0.00%	0.00%	$ 183,729.00	
8	Hambrecht, Laura	Budget and Grant Manager	3.59	$ 96,644.00	$ 65,396.00	0.00%	0.00%	$ 162,040.00	
9	Miller, Erinn	Office Specialist 3	3.59	$ 55,602.00	$ 45,316.00	0.00%	0.00%	$ 100,918.00	
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EXHIBIT N

Subrecipient Risk Assessment

Exhibit N - Marion County Subrecipient Risk Self-Assessment

Date:	
Name of Entity:	
Name of Project:	
Name of Entity Representative Completing Form*:	
Position Title of Entity Representative Completing Form:	
CMS # (Marion County to complete):	
System of Award Management (SAM) or Unique Entity ID #:	

#	Assessment Questions	Yes	No	N/A
EXPERIENCE ASSESSMENT				
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?			
2	Is this funding source new for your entity?			
3	Does your staff assigned to the project have experience with federal funds?			
MONITORING/AUDIT ASSESSMENT				
4	Has your entity had an on-site project or grant review from an external entity (e.g. DOJ, CDBG, State) within the last three years?			
5	Were there non-compliance issues in the prior review?			
	If yes, use the comment section below to explain the number and extend of the issues regarding the question above.			
OPERATION ASSESSMENT				
6	Does your entity have a time and effort reporting system in place that accurately reflects the work performed by employees and can support the distribution of employee's salary and wages among the activities on the federal project? (2 CFR 200.430)			
	If no, in the comment section please explain how you intend to document the actual effort or hours worked by employees on the federally funded project?			
FINANCIAL ASSESSMENT				
7	a) Does your entity have an indirect cost rate that is approved and current?			
	b) Or do you elect the 10% de minimis rate?			
8	Have you operated grants that require a local or non-federal match?			
9	Do you have a system to track matching requirements for reporting purposes?			
FINANCIAL STATEMENT & SINGLE AUDIT				
10a	Was a financial statement audit conducted for your most recent fiscal year?			
	YES = please submit a copy of your most recent financial statement audit. *NO = skip this next section and continue to #19*			
10b	If yes to #10a, were there any financial statement audit findings for the most recent audit?			
	If yes, either attach a statement describing the corrective action or resolution of the finding(s) or provide a comment below.			
11a	Has your entity expended a combined total of $750,000 or more in federal awards during the most recent fiscal year?			
	YES = please submit a copy of your most recent single audit. *NO = skip this next section and continue to #19*			
11b	If yes to #11a, did your entity submit the required audit report to the Federal Audit Clearinghouse (https://facweb.census.gov/uploadpdf.aspx)?			

Exhibit N - Marion County Subrecipient Risk Self-Assessment

Date:	
Name of Entity:	
Name of Project:	
Name of Entity Representative Completing Form*:	
Position Title of Entity Representative Completing Form:	
CMS # (Marion County to complete):	
System of Award Management (SAM) or Unique Entity ID #:	

#	Assessment Questions	Yes	No	N/A
SINGLE AUDIT - DEFICIENCIES FOUND - COMPLETE THIS SECTION				
12	Were there findings cited in the most recent single audit report? *(If no, skip to #19)*			
13	If yes, were any of the findings listed as material weaknesses?			
14	If yes, were any of the findings listed as significant deficiencies?			
15	Were any findings listed as noncompliance over federal programs?			
16	Were there any program findings that had questioned or unallowed costs?			
	If yes, attach a statement describing the corrective action or resolution of the finding(s) or provide a comment below.			
17	If there was a program-specific audit conducted that resulted in audit findings in the last two years, have those issues been resolved?			
	If no, attach a statement describing the plan to address the audit findings or comment below.			
18	Have all audit findings and/or questioned costs (if any) from current and prior two years been resolved?			
	If no, attach a statement describing the resolution of the finding(s) or provide comment below.			
INTERNAL CONTROLS ASSESSMENT				
19	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g. Controller, Exec Director, Project Mgr., Accounting Mgr., Program Mgr., etc.)*			
	If yes, in the comment section, please identify the accounting system(s), and/or list personnel positions and identify any that are vacant.			
20	Does your entity have financial procedures and controls in place to accommodate a federally funded project?			
21	Does your accounting system have the ability to track revenue and expenditures of project funds separately for each federal award?			
	If no, in the comments section below, explain the process and/or procedures your entity will use to track federal projects separately.			
22	Does your accounting system have internal controls to ensure actual expenditures do not exceed budget?			
	If no, in the comments section below, explain the process and/or procedures your entity will use to ensure these costs do not exceed budget.			
23	Does your entity have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source and comply with federal requirements?			
	If yes, in the comment section please explain your current process for reviewing costs.			
24	Is there an adequate segregation of financial and accounting duties within your entity?			
	For example -segregation of duties would be different individuals for the cash receipt and cash disbursement process. If adequate segregation of duties does not exist, please explain in the comment section what controls the entity has in place to mitigate any potential risk of noncompliance or asset misuse.			

Exhibit N - Marion County Subrecipient Risk Self-Assessment

Date:	
Name of Entity:	
Name of Project:	
Name of Entity Representative Completing Form*:	
Position Title of Entity Representative Completing Form:	
CMS # (Marion County to complete):	
System of Award Management (SAM) or Unique Entity ID #:	

#	Assessment Questions	Yes	No	N/A
COMPLIANCE & PROJECT MANAGEMENT ASSESSMENT				
25	Does your entity have a policy regarding compliance with 2 CFR 200, Conflict of Interest?			
	If no, federal grant agreements includes recital regarding compliance with 2 CFR 200.318 (c) and entity attests to adhering to federal conflict of interest requirements.			
26	Has your entity had any violations of federal criminal law involving fraud, bribery, and/or gratuity violations potentially affecting an award? See response options listed below.			
	***YES** = Entity has had one or more violation(s) and has either 1) disclosed violation to Marion County, or 2) will disclose as part of this form in the comments below.*			
	***NO** = Entity has had a violation(s), but corrective action was taken, or entity has had no violations.*			
27	Does your entity have personnel with experience or skills to effectively manage federal projects?			
	If yes, please submit detailed information on key personnel with this form.			
	If no, is your entity contracting with an organization to oversee and manage federal project?			
28	Is your staff familiar with the Uniform Guidance and applicable federal compliance requirements (i.e. 2 CFR 200)? Specifically:			
	a) Federal procurement methods & thresholds (200.317-.327)			
	b) Audit requirements (200.508-.512)			
	c) Financial management and Internal Controls over Federal Awards (200.302)			
	d) Allowable Costs Subpart E (200.400) specifically written procedures or processes over personnel compensation charged to awards (200.430)			
PROPERTY & CAPITAL PROJECTS MANAGEMENT				
29	Does your entity have a property management system in place to provide & track property or equipment purchased with federal awards such as: description, identification number, acquisition date, location, and ultimate disposition information? (2 CFR 200.313)			
30	Does your entity have an inventory process or procedures for capital projects/equipment that is purchased with federal awards? (2 CFR 200.313 (d)(2))			
	If no, please provide comment on how your entity will ensure compliance with capital and property compliance requirements.			
31	Is your entity subcontracting any of this capital project work?			
	If yes, does your entity have policies/procedures in place for contracting in compliance with 2 CFR 200.317-200.327 federal procurement requirements? If no, please describe in the comments section how your entity will ensure compliance with procurement requirements.			
32	If this is a construction project, is your entity knowledgeable with Davis-Bacon Act (prevailing wage) requirements? (2 CFR 200 Appendix II (D))			
	***(A)** = If the project is funded solely with ARPA/CSLFRF funds, Davis Bacon (prevailing wage) requirements do not apply (per FAQ 6.17). Please mark N/A. If the project has combined funding, Davis Bacon Act applies - please mark Yes or No.*			
	If no, please provide comment on how your entity will ensure compliance with Davis Bacon (prevailing wage) compliance requirements.			

Exhibit N - Marion County Subrecipient Risk Self-Assessment

Date:	
Name of Entity:	
Name of Project:	
Name of Entity Representative Completing Form*:	
Position Title of Entity Representative Completing Form:	
CMS # (Marion County to complete):	
System of Award Management (SAM) or Unique Entity ID #:	

#	Assessment Questions	Yes	No	N/A
Comments *- As needed, include the question number and provide comments related to the above question. Insert additional rows as needed.*				

**By completing this form, Entity Representative certifies and attests that, to the best of my knowledge, all information provided in this form is true and accurate.*

Marion County will complete this section
Grant Reviewer:
Grant Reviewer Title:
Date Completed:
Review Comments & Assessment:

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/04/2026

Department: Public Works

Title: North Santiam Canyon Sewer Project - Keller Amendment #11

Management Update/Work Session Date: 10/20/2026 **Audio/Visual aids** ☐

Time Required: 5 **Contact:** Brian Nicholas **Phone:** 503-588-7943

Requested Action:

Approve Amendment No. 11 to Consultant Services Agreement PW-5069-22 with Keller Associates, Inc. for the North Santiam Canyon Sewer Project, increasing the contract not-to-exceed value by $2,616,214 from $14,103,357 to $16,719,571.

Issue, Description & Background:

Construction of the Mill City & Gates Municipal Wastewater Treatment Facility is nearing completion and design of the Gates Wastewater Collection System Project is 30% complete. Amendment #11 to Keller's contract will add the design and construction phase services listed below:

1. Final design of the Gates Wastewater Collection System Project and ancillary works,
2. Completion of a City of Detroit interim holding tank study,
3. Development of compliance plans & monitoring studies for the NPDES permit, and
4. Construction observation, project management & post construction services.

Financial Impacts:

Amendment No.11 will increase the contract not-to-exceed value by $2,616,214 from $14,103,357 to $16,719,571 This is a budgeted expense under the 135 Public Works Grants Fund.

Impacts to Department & External Agencies:

This contract results in no impacts to other County departments.

List of attachments: PW-5069-22, Amendment No. 11

Presenter: Brian Nicholas

Department Head Signature: BNicholas

Digitally signed by BNicholas
Date: 2026.10.13 09:37:19 -07'00'

Contract Review Sheet

A&E Standard Prof Svcs Agmnt **PW-5069-22 - Am11**

Title: **ARPA - North Santiam Canyon Sewer Project**

Contractor's Name: **Keller Associates, Inc.**

Department: **Public Works Department** Contact: **Alicia Jones**

Analyst: **Kathleen George** Phone #: **-4388**

Term - Date From: **Execution** Expires: **December 31, 2027**

Original Contract Amount: **$ 60,960.00** Previous Amendments Amount: **$ 14,042,397.00**

Current Amendment: **$ 2,616,214.00** New Contract Total: **$ 16,719,571.00** Amd% **27327%**

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

Source Selection Method: **20-0260 Request for Proposal** RFP# **PW1130-22**

Description of Services or Grant Award

The Project will construct new sanitary sewer infrastructure in the North Santiam River Canyon of Marion and Linn Counties in Oregon. Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant to serve the cities of Mill City and Gates, including improvements to existing Mill City sewer collection infrastructure, construction of a new sewer main to serve Gates. The Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant and sewer collection systems to serve the cities of Detroit and Idanha. **Amdt 1** includes add'l SOW. **Amdt 2** - adds env. permitting svcs, subsurface exploration & groundwater inves., facility planning and related essential services. **Amdt 3** - adds add'l PM services, Land acquisition and Relocation Svcs & Financial Advisory. **Amdt 4** - adds add'l task to phase 400, updates Ex. B and updates sub consultant rate schedule. **Amdt 5** - adds add'l funding for tasks, language for subconsultants. **Amdt 6** - adds add'l funding for PR, updates Exhibit B and E. **Amdt 7** - adds funding for preliminary eng design, ICE, ad'l technical support of project permitting. **Amdt 8** - adds funding for land use and permitting support, final eng. design for the Mill City/Gates WWTF, 60% design update for the sewer pipeline from Gates to Mill City, 30% design of the Gates sewer collection system, NEPA compliance support in anticipation of other federal funding sources other than ARPA, & add'l support for commercial septic grant applicants in Detroit. **Amdt 9** - adds funding for Mill City collection system & inspection, monitoring well decommissioning & eng. svcs during construction. **Amdt 10** - insert narrative corrections.

Amendment 11 - adds $2,616,214 for design and construction phase services and extends contract through 12/31/27.

Desired BOC Session Date: **11/4/2026** Contract should be in DocuSign by: **10/14/2026**

Agenda Planning Date **10/22/2026** Printed packets due in Finance: **10/20/2026**

Management Update **10/20/2026** BOC upload / Board Session email: **10/21/2026**

BOC Session Presenter(s) **Brian Nicholas** Code: **Y**

REQUIRED APPROVALS

	10/21/2026		10/21/2026
Finance - Contracts	Date	Contract Specialist	Date
	10/22/2026	Jan Fritz (Oct 22, 2026 15:09:20 PDT)	10/22/2026
Legal Counsel	Date	Chief Administrative Officer	Date

AMENDMENT 11 ~~10~~ to PW-5069-22
the STANDARD PROFESSIONAL SERVICES CONTRACT
between
MARION COUNTY and KELLER ASSOCIATES

This is Amendment No. **11** ~~**10**~~ to the Standard Professional Services Contract (as amended from time to time, the "Contract"), dated September 30, 2022, between Marion County, a political subdivision of the State of Oregon, hereafter called County or Owner, and Keller Associates, hereafter called Consultant.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

DEFINITIONS

A. CM/GC: Slayden Constructors, Inc., acting as the Owner's Construction Manager/General Contractor under Marion County agreement PW-5569-23 as executed on November 29, 2023.

B. Project Team: the Consultant, acting through its employees, subconsultants and/or contractors, collectively.

AGREEMENT

This Contract shall become effective on the date that the Contract is fully executed by the Parties and all required Marion County approvals have been obtained (the "Effective Date"). No Services shall be performed prior to the Effective Date. The Contract shall expire, unless otherwise terminated or extended, on December 31, 2027 ~~December 31, 2026.~~

Owner agrees to pay Consultant a sum not to exceed $**16,719,571** ~~**$14,103,357**~~ for Phase 1, 2, and 4 Services, which shall include all allowable expenses, more specifically described in **EXHIBIT A**, **Statement of Work**.

EXHIBIT A
STATEMENT OF WORK

Owner and Consultant agree that the following Services shall be provided by Consultant. Additional services may be added by amendment.

PROJECT DESCRIPTION: The Project will construct new sanitary sewer infrastructure in the North Santiam River Canyon of Marion and Linn Counties in Oregon. Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant to serve the cities of Mill City and Gates, including improvements to existing Mill City sewer collection infrastructure, construction of a new sewer main to serve Gates and construction of new sanitary sewer collection infrastructure within Gates. Project will construct the proposed sanitary sewer infrastructure pending the availability of adequate construction funding.

The Project will design, permit, and acquire property for the construction of a new sanitary sewer treatment plant and sewer collection systems to serve the cities of Detroit and Idanha. Project will construct the proposed infrastructure pending adequate availability of construction funding.

The Project will also design, permit, acquire property and construct commercial-scale community septic systems to serve the commercial core of Detroit to support economic recovery of the area.

Tasks within this Statement of Services are organized as follows:

100-Level Tasks – Phase 1 Services – Overall project management, administration and coordination of Consultant Services, meetings, communication, public engagement, general engineering and related Services.

200-Level Tasks – Phase 2 Services – Mill City / Gates Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.

300-Level Tasks – Phase 3 Services – Detroit / Idanha Wastewater Sewer System – Engineering studies, design, permitting, property acquisition, bid support and construction oversight.

400-Level Tasks – Phase 4 Services – Detroit Interim Commercial Septic Systems – Engineering, design, permitting, property acquisition, stakeholder engagement, bid support and construction oversight.

Consultant may provide Services for some or all Project components according to the tasks described herein and as later amended. Consultant's role and the Services provided by Consultant for each Project phase may depend on the availability of Project funding.

PROJECT PHILOSOPHY: Consultant shall perform professional services for the Project to obtain the greatest long-term value for Marion County, and to result in the prudent expenditure of public funds within the constraints of the Project program, context, and budget. In pursuing these goals, Consultant, with Owner's assistance, shall:

a. Perform Services that are appropriate for the context of the Project and the nature of its function, both present and future.
b. Avoid aesthetic effects in the Project design that are disproportionate when compared to the additional benefit to the Project as a whole.
c. Help manage the Project so design is completed on time and within budget.
d. Strive to reduce the construction cost of the Project while keeping life-cycle costs affordable.
e. At design progress meetings, apprise Owner concerning the economic impact of design decisions.
f. Document Project requirements and include requirements in the Construction Documents. Respond to Owner comments on Project requirement location.

Representatives of the Parties for this Contract and the Project are:

Consultant: **Peter Olsen, PE, Project Manager** Telephone: **503.364.2002**
Owner: **Brian Nicholas, PE, PW Director** Telephone: **503.930.8502**

The Services Consultant shall perform for each phase of the Project are described below:

PHASE 1 – GENERAL ENGINEERING SERVICES

100 – PROJECT MANAGEMENT

Task 100.1 – Project Management

Consultant Responsibilities:

100.1.1 General Project Administration. General project administration services include contract administration, monthly invoicing, maintaining project schedule, and internal project administration.

100.1.2 Project Coordination. Consultant may be requested to prepare progress reports or attend or lead project related coordination meetings with the County, North Santiam Sewer Authority, or other state agencies.

100.1.3 Presentations or attendance to North Santiam Sewer Board Meetings. From time to time, Consultant will attend, by invite, the board meetings for the North Santiam Sewer Board. Consultant may present project updates, informational, or technical-based presentations to the board. Consultant will prepare presentation materials and/or handouts as directed. Assist with coordination of similar water pollution control facility site tours.

100.1.4 Pacific Northwest Section – American Water Works Association (PNWS-AWWA) Boise Conference. Prepare and present 'Wastewater Treatment for Watershed Protection' presentation with Project Team at the PNWS-AWWA Conference in Boise, Idaho in May 2025. Includes preparation and coordination efforts, travel, transportation, meals, and conference registration for one Consultant team member.

100.1.5 Pacific Northwest Clean Water Association (PNCWA) Portland Conference. Prepare and present 'Wastewater Treatment for Watershed Protection' presentation with Project Team at the PNCWA Conference in Portland, Oregon in September 2025. Includes preparation and coordination efforts, travel, transportation, meals, and conference registration for two (2) Consultant team members.

100.1.6 Coordinate and prepare rendering of final project design and two (2) display boards; attend Owner's Groundbreaking Ceremony.

100.1.7 DEQ Plan Review Fee. Consultant will pay fee associated with DEQ's Plan Review.

100.1.8 DEQ National Pollutant Discharge Elimination Permit (NPDES) submittal fee.

100.1.9 DEQ NPDES Public Information Meetings. Includes preparation and coordination efforts, travel, presentation materials and refreshments for two (2) events.

100.1.10 Coordinate and prepare presentation materials and attend Owner's ribbon-cutting ceremony.

Owner Responsibilities:

- Administer project funding.

Assumptions:

- Submit documents electronically, unless directed otherwise.
- Assumes a 48 ~~36~~-month duration for general project administration.

Deliverables:

- Monthly Invoices
- Monthly Progress Reports
- Meeting agenda and minutes
- Powerpoint presentation for PNWS-AWWA Conference.
- Powerpoint presentation for PNCWA Conference.
- Rendering and two (2) Groundbreaking Display Boards
- Presentation materials and handouts for DEQ NPDES Public Information Meetings.
- Presentation materials for Owner's ribbon-cutting ceremony.

Task 100.2 – County Board of Commissioners Support Services

Consultant Responsibilities:

100.2.1. Presentations to County Commissioners. Consultant will present to the County Commissioners at a regularly scheduled Board of Commissioners Meeting on up to three occasions. Consultant will prepare presentation materials and/or handouts. The three presentations will tentatively occur in the months of November 2022, December 2022, and March 2023 and will have the following purpose:

Presentation #1 – Within one month after effective date of contract. Summarize the current status of Mill City's interim sewer improvement project and this Project. Develop an affirmative plan with Consultant's recommendations on how both projects can be advanced as efficiently and economically as possible to serve both the City's and this Project's needs. Summarize next steps and projected schedule.

Presentation #2 – Within two months after effective date of contract. Follow up visit, if necessary, to answer additional questions or present on additional items requested by County/County Commissioners.

Presentation #3 – Within six months after effective date of contract. Attend and present at a Joint Special Work Session for Marion County and Linn County Commissioners, to provide an introduction and update on the project and answer additional questions or present on additional items requested by County/County Commissioners.

Consultant will re-engage with subconsultants and agencies (i.e. Oregon DEQ, US Forest Service) to appropriately summarize current status and update the plan for the three projects for events and information that may be new since the master plan was completed.

Owner Responsibilities:

- Review deliverables in a reasonable time and provide feedback as needed to the Consultant.
- Attend and participate in board meetings.

Assumptions:

- Presentations are in-person at the County offices.

Deliverables:

- Draft presentation material
- Final presentation material

101 – STRATEGIC PERMITTING PLAN

Task 101.1 – Project Management and Administration

Consultant Responsibilities:

101.1.1. Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

101.1.2. Consultant Coordination. Coordinate services to complete the Strategic Environmental Permitting Plan.

101.1.3. Environmental Assessment Coordination. Prepare Project Description for use in the Gates Collection System and Force Main Environmental Assessment.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of the draft Strategic Permitting Plan.

Assumptions:

- Project management budget assumes a task order schedule of up to 9 ~~3~~ months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 101.2 – Data Review, Preliminary Agency Coordination, and Data Gaps Identification
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

101.2.1. Consultant shall review available project information, including background, concept development and current plan/design information for the North Santiam Canyon Wastewater Master Plan (Master Plan). Consultant will conduct a desktop review of the Master Plan area to identify potential resources affected and locate existing available data. Using this information, Consultant will compile a list of potential issues and data needs for the project. Consultant will check and refine the understanding of those issues by initiating preliminary, informal discussions with the anticipated permitting agencies to understand their concerns and permitting needs for the project. The intent of these discussions will be to identify the agencies' specific resource concerns, to understand permitting requirements and obligations, and discuss options for permitting efficiencies, such as using programmatic agreements. Consultant will also preliminarily identify which federal agencies may have a National Environmental Policy Act (NEPA) requirement for the Master Plan and/or specific projects or phases that are part of the plan (due to their jurisdiction, land ownership, or funding) and whether a single joint NEPA document could be used to support multiple federal decisions.

Task 101.3 – Strategic Permitting Plan
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

Based on information obtained in Task 101.2, Consultant will prepare a draft Strategic Permitting Plan. The draft Strategic Permitting Plan will include:

- Project permitting schedule and general cost estimate.
- Summary of environmental permits and approvals needed
- Summary of initial pre-scoping discussions with agencies
- List of potential resources affected and existing available data
- List of potential permitting issues and data needs (based on desktop analysis and agency discussions)
- List of design needs to complete permitting
- Summary of potential opportunities for permitting efficiencies
- Estimated timeline to complete permitting
- Estimated general cost to complete permitting

Consultant will revise and finalize the Strategic Permitting Plan based on one consolidated review by Consultant and Owner.

Assumptions:

- Consultant will conduct up to three coordination conference calls with Owner to provide updates, receive additional information/clarifications, etc.
- Permitting agencies for informal, pre-scoping coordination will be: US Forest Service, US Army Corps of Engineers, US Fish and Wildlife Service, National Marine Fisheries Service, Oregon Department of Environmental Quality, Oregon Department of Fish and Wildlife, Oregon Department of State Lands, Oregon Department of Transportation, and Marion County. Outreach to agencies will consist of email or telephone contact. Consultant will make a reasonable effort get information from agencies within the available time and consistent with the level of effort budgeted.
- "Environmental permits and approvals" do not include easements or rights-of-way with utilities, ODOT, or federal agencies.
- Permitting requirements related specifically to wastewater treatment/infiltration requirements will be addressed through a separate task order.
- One review of the draft Strategic Permitting Plan will be conducted. The Strategic Permitting Plan will be revised based on one consolidated set of review comments. Consultant intends for the Strategic Permitting Plan to be a "living document", updated and adapted as the project planning and subsequent design and permitting efforts progress.
- No Owner board meeting presentations

Deliverables:

- Draft Strategic Permitting Plan
- Final Strategic Permitting Plan

Task 101.4 – Environmental Assessment
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

The Project includes wastewater infrastructure improvements in Mill City and Gates, Oregon. The Owner has applied for funding from the U.S. Department of Housing and Urban Development (HUD), for the Gates collection system and the associated force main, which creates a federal nexus for the Project. Therefore, NEPA compliance will be required before funds can be committed or spent on the Project. HUD will serve as ~~be~~ the lead federal agency. The Mill City and Gates Municipal Wastewater Treatment Facility (MWTF) does not have a federal nexus.

~~The lower basin Project will be divided into two sub-projects (phases).~~ MWTF will involve the MWTF permitting review to identify applicable state and local regulatory requirements. A technical memo documenting this review will be provided to the Owner. ~~, each requiring a separate HUD Environmental Assessment (EA). The first phase will involve a HUD EA for the Municipal Wastewater Treatment Facility (MWTF) in Mill City and its associated connections.~~ The ~~second phase~~ Gates Project will involve a HUD EA for a new collection system in Gates, as well as a 3-mile pressurized force main to transfer waste to the Mill City and Gates MWTF. Though both environmental compliance documents ~~EAs~~ will be started concurrently, the Mill City and Gates MWTF Technical Memo ~~EA~~ will be completed first and; the Force Main and Gates Collection System EA will be completed as project details are finalized ~~for that phase~~.

Consultant Responsibilities:

101.4.1 Mill City and Gates MWTF – Environmental Compliance Consultation and Technical Memo. ~~Environmental Assessment and HUD Environmental Record Review.~~

101.4.1.1 The MWTF and Fairview Street Extension will be evaluated through a permitting and regulatory review process conducted independently of any federal agency

involvement. The evaluation process will identify applicable state and local environmental, land use, and permitting requirements relevant to the proposed MWTF improvements. This review will include an assessment of required permits and approvals from applicable agencies, such as the Oregon Department of Environmental Quality (DEQ), local land use authorities, and other state or local entities as appropriate. A complete and informed Environmental Review Record (ERR) will be prepared by Consultant. The following sixteen (16) specific environmental review topics shall be addressed in the HUD EA. The HUD-compliant Broad Review will be based on the following data sources:

RESOURCE	ERR COMPLIANCE REQUIREMENT	TYPICAL DATA SOURCES
Floodplain Management	§58.6 Compliance Checklist §58.5 Statutory Checklist	FEMA Flood Insurance Rate Map Federal Flood Standard Support Tool
Coastal Barrier Improvement Act	§58.6 Compliance Checklist	USFWS Coastal Barrier Resource System Mapper
Runway Clear Zones	§58.6 Compliance Checklist §58.5 Statutory Checklist	Federal Aviation Administration UAS Facility Map USGS Topographic Maps Recent Aerial Imagery Internet Searches
Historic Properties	§58.5 Statutory Checklist	Oregon State Historic Preservation Office
Wetland Protection	§58.5 Statutory Checklist	National Wetlands Inventory Florida Land Use, Cover and Forms Classification System (FLUCCS)
Coastal Zone Management	§58.5 Statutory Checklist	Oregon Department of Land Conservation and Development
Sole Source Aquifer	§58.5 Statutory Checklist	Oregon Water Resources Department
Endangered Species	§58.5 Statutory Checklist	USFWS IPaC: Information for Planning and Consultation Oregon Biodiversity Information Center (ORBIC)
Wild and Scenic Rivers	§58.5 Statutory Checklist	National Wild and Scenic Rivers System
Air Quality	§58.5 Statutory Checklist	Oregon Department of Environmental Quality
Explosive and Flammable Operations and Contamination and Toxic Substances	§58.5 Statutory Checklist	EPA EnviroMapper Oregon State Fire Marshal
Farmland Protection and	§58.5 Statutory Checklist EA Checklist	National Land Cover Database (NLCD) County/Municipal Websites NRCS Web Soil Survey

~~Land Development~~		
~~Socioeconomics and Environmental Justice~~	~~EA Checklist~~	~~U.S. Census Data~~ ~~EPA EJSCREEN: Environmental Justice Screening and Mapping Tool~~ ~~County/Municipal Websites~~
~~Community Facilities and Noise Control and Abatement~~	~~§58.5 Statutory Checklist~~ ~~EA Checklist~~	~~USGS Topographic Maps~~ ~~Recent Aerial Imagery Internet Searches~~
~~Natural Features~~	~~EA Checklist~~	~~National Hydrography Dataset~~ ~~National Wetlands Inventory~~ ~~Aerial Imagery~~
~~Climate Change Impact Factor~~	~~EA Checklist~~	~~NOAA Climate.gov~~ ~~Climate Mapping for Resilience and Adaptation Tool~~

101.4.1.2 Kickoff Meeting.

- Kickoff meeting with Project Team to draft project schedule considering parallel permitting timelines.

101.4.1.3 Project Description.

- Draft project description of sufficient detail to be used in the EA, identify project description information needs.
- Review information from wetland and cultural resources surveys and from the National Hydrography Dataset and National Wetlands Inventory to ~~typical sources identified in Section 101.4.1.1~~ to identify information needs related to resources.

101.4.1.4 Agency and Interested Party Scoping.

- Identify permitting agencies, Native American Tribes, and interested stakeholders.
- Draft scoping letters or emails to permitting agencies, Native American Tribes and interested stakeholders to initiate discussion and solicit feedback on the Project. Owner to send the letters or emails.

~~101.4.1.5 Draft the Initial Public Notice for floodplains (15-to-18-day Public Notice Period).~~

~~101.4.1.6~~ 101.4.1.5 Prepare a draft Technical Memo ~~EA~~ for Owner's review. ~~including the resource sections outlined in Section 101.4.1.1.~~

101.4.1.6 Prepare draft Wetland Delineation Technical Memo and archaeological spot monitoring for the Fairview Street Extension project.

~~101.4.1.7 Public Notices.~~

- ~~Identify and notify Owner of public notice requirements and develop the public notices for the project including 1) Wetlands and Floodplains (Final), and 2) the FONSI and NOI/Request for the Release of Funds (RROF).~~
- ~~If comments are received, Consultant will make ERR available for public review at a local, public space (typically local library or City Hall).~~

~~101.4.1.8 Public Comment Record and Response.~~

- ~~Review public comments received by the Owner or HUD.~~
- ~~Prepare responses to public comments for Owner's review.~~

~~101.4.1.9 Final EA and FONSI.~~

- ~~Document revisions and responses to Owner's comments on the draft EA.~~
- ~~Prepare the Final EA.~~
- ~~Prepare the draft FONSI for Owner's review.~~
- ~~Address Owner's comments and finalize FONSI.~~

~~101.4.1.10 Notice of Intent (NOI) to Request for the Release of Funds (RROF).~~

- ~~Prepare draft NOI/RROF for Owner and HUD's review.~~
- ~~Address Owner and HUD's comments and finalize NOI/RROF.~~

~~101.4.1.11 ERR and RROF.~~

- ~~Prepare completed ERR and Request for the Release of Funds (RROF). The ERR shall contain the following sections:~~
  - ~~Introduction (background, history, and project purpose and need)~~
  - ~~HUD Checklists~~
  - ~~Project Alternatives (including those dismissed from consideration and those retained for analysis)~~
  - ~~8-Step Decision Making Process for wetlands and floodplain review~~
  - ~~Affected Environment and Environmental Consequences~~
  - ~~Agencies Consulted~~
  - ~~References~~
  - ~~List of Preparers~~
  - ~~Public Notices~~
  - ~~Attachments with maps for each reviewed environmental topic.~~

~~101.4.1.12 Administrative Record.~~

- ~~Develop and maintain the Administrative Record.~~
- ~~Provide all materials used to prepare the EA and background for the agency decision.~~

Deliverables:

- Draft project schedule
- Meeting notes attended by Consultant
- List of data needs for the Technical Memo ~~EA~~
- Draft project description
- Draft Technical Memo
- Final Technical Memo
- Draft Wetlands Delineation Technical Memo
- Final Wetlands Delineation Technical Memo
- ~~List of interested parties~~
- ~~Draft scoping letters~~
- ~~Draft EA and FONSI~~
- ~~Final EA and FONSI~~
- ~~Draft NOI and RROF~~
- ~~Public Notices~~
- ~~Public Comment Record~~
- ~~Response to public comments~~
- ~~Completed ERR and RROF for grant funding~~
- ~~Final Administrative Record~~

Assumptions:

- The project descriptions are not final and may be adjusted as the project footprints are finalized by the Project Team.
- This scope of work does not include Section 404 Clean Water Act (wetland) or floodplain permitting. Once the project footprints and descriptions are finalized for the environmental assessments, the need for these permits will be determined and additional scope and fee added.
- An environmental assessment will not be required for the Technical Memo ~~Environmental Review Record (ERR)~~ for the Project.
- ~~Public notices consist of 15 to 18 day final wetland and floodplain notices as part of the decision-making process and Executive Orders 11988 and 11990, for the determination that a Finding of No Significant Impact (FONSI) has been made for the program, and for notification to the public of the Owner's intent to request the release of HUD funds for the proposed projects (NOI/RROF). HUD will determine if the final public wetland and floodplain, FONSI, and NOI/RROF notices can be combined and issued together as a single notice.~~
- No public meetings are included under this subtask.
- ~~No more than ten (10) submittals will be received in response to the public notice, from which there will be no more than five (5) substantive comments for which Consultant will draft responses.~~
- ~~One action alternative will be analyzed in detail in the EA.~~
- Project Team will contribute to drafting the project description and provide necessary information pertaining to construction methods, timing, and duration. Consultant will refine project description for use in the Technical Memo ~~EA~~.
- ~~The final ERR and RROF will be submitted by the Owner to HUD for final approval and issuance of the Authority to Use Grant Funds.~~
- No in-water work will be required, thus no aquatic Endangered Species Act (ESA) or Magnuson-Stevens Fisheries Conservation Act consultation will be needed.

- ~~Terrestrial informal ESA consultation will be needed for two (2) species: northwestern pond turtle and Fenders blue butterfly.~~

101.4.2 Mill City and Gates MWTF– Endangered Species Act Consultation and Biological Evaluation.

101.4.2.1 Consultant will complete a pre-consultation call ~~a draft and final Biological Evaluation for informal Section 7 consultation~~ with U.S. Fish and Wildlife Service (USFWS).

Assumptions:

- Informal consultation will be required for two (2) species: northwestern pond turtle and Fenders blue butterfly.
- USFWS has 90 days to reply to the submitted Biological Evaluation. HUD will require concurrence from USFWS prior to issuing an Authority to Use Grant Funds.

Deliverables:

- Pre-consultation call notes with USFWS
- ~~Draft Biological Evaluation~~
- ~~Final Administrative Record~~

101.4.3 Force Main and Gates Collection System – Environmental Assessment and HUD Environmental Record Review

101.4.3.1 A complete and informed ERR will be prepared by Consultant. The following sixteen (16) specific environmental review topics shall be addressed in the HUD EA. The HUD-compliant Broad Review will be based on the following data sources:

No.	RESOURCE	ERR COMPLIANCE REQUIREMENT	TYPICAL DATA SOURCES
1	Floodplain Management	§58.6 Compliance Checklist §58.5 Statutory Checklist	FEMA Flood Insurance Rate Map Federal Flood Standard Support Tool
2	Coastal Barrier Improvement Act	§58.6 Compliance Checklist	USFWS Coastal Barrier Resource System Mapper
3	Runway Clear Zones	§58.6 Compliance Checklist §58.5 Statutory Checklist	Federal Aviation Administration UAS Facility Map USGS Topographic Maps Recent Aerial Imagery Internet Searches
4	Historic Properties	§58.5 Statutory Checklist	Oregon State Historic Preservation Office

5	Wetland Protection	§58.5 Statutory Checklist	National Wetlands Inventory Florida Land Use, Cover and Forms Classification System (FLUCCS)
6	Coastal Zone Management	§58.5 Statutory Checklist	Oregon Department of Land Conservation and Development
7	Sole Source Aquifer	§58.5 Statutory Checklist	Oregon Water Resources Department
8	Endangered Species	§58.5 Statutory Checklist	USFWS IPaC: Information for Planning and Consultation Oregon Biodiversity Information Center (ORBIC)
9	Wild and Scenic Rivers	§58.5 Statutory Checklist	National Wild and Scenic Rivers System
10	Air Quality	§58.5 Statutory Checklist	Oregon Department of Environmental Quality
11	Explosive and Flammable Operations and Contamination and Toxic Substances	§58.5 Statutory Checklist	EPA EnviroMapper Oregon State Fire Marshal
12	Farmland Protection and Land Development	§58.5 Statutory Checklist EA Checklist	National Land Cover Database (NLCD) County/Municipal Websites NRCS Web Soil Survey
~~13~~	~~Socioeconomics and Environmental Justice~~	~~EA Checklist~~	~~U.S. Census Data~~ ~~EPA EJSCREEN: Environmental Justice Screening and Mapping Tool~~ ~~County/Municipal Websites~~
13 ~~14~~	Community Facilities and Noise Control and Abatement	§58.5 Statutory Checklist EA Checklist	USGS Topographic Maps Recent Aerial Imagery Internet Searches
14 ~~15~~	Natural Features	EA Checklist	National Hydrography Dataset National Wetlands Inventory Aerial Imagery
15 ~~16~~	Climate Change Impact Factor	EA Checklist	NOAA Climate.gov Climate Mapping for Resilience and Adaptation Tool

101.4.3.2 Kickoff Meeting.

- Kickoff meeting with Project Team to draft project schedule considering parallel permitting timelines.

101.4.3.3 Project Description.

- Draft project description of sufficient detail to be used in the EA, identify project description information needs.
- Review information from wetland and cultural resources surveys and from typical sources identified in Section 101.4.3.1 to identify information needs related to resources.

101.4.3.4 Agency and Interested Party Scoping.

- Identify permitting agencies, Native American Tribes, and interested stakeholders.
- Draft scoping letters or emails to permitting agencies, Native American Tribes and interested stakeholders to initiate discussion and solicit feedback on the project. Owner to send the letters or emails.

101.4.3.5 Draft the Initial Public Notice for floodplains (15-to-18-day Public Notice Period).

101.4.3.6 Prepare a draft EA for Owner's review including the resource sections outlined in Section 101.4.1.1.

101.4.3.7 Public Notices.

- Identify and notify Owner of public notice requirements and develop the public notices for the project including 1) Wetlands and Floodplains (Final), and 2) the FONSI and NOI/Request for the Release of Funds (RROF).
- If comments are received, Consultant will make ERR available for public review at a local, public space (typically local library or City Hall).

101.4.3.8 Public Comment Record and Response.

- Review public comments received by the Owner or HUD.
- Prepare responses to public comments for Owner's review.

101.4.3.9 Final EA and FONSI.

- Document revisions and responses to Owner's comments on the draft EA.
- Prepare the Final EA.
- Prepare the draft FONSI for Owner's review.
- Address Owner's comments and finalize FONSI.

101.4.3.10 Notice of Intent (NOI) to Request for the Release of Funds (RROF).

- Prepare draft NOI/RROF for Owner and HUD's review.

101.4.3.11 ERR and RROF.

- Prepare completed ERR and Request for the Release of Funds (RROF). The ERR shall contain the following sections:

- Introduction (background, history, and project purpose and need).
- HUD Checklists.
- Project Alternatives (including those dismissed from consideration and those retained for analysis).
- 8-Step Decision Making Process for wetlands and floodplain review.
- Affected Environment and Environmental Consequences.
- Agencies Consulted.
- References.
- List of Preparers.
- Public Notices.
- Attachments with maps for each reviewed environmental topic.

101.4.3.12 Administrative Record.

- Develop and maintain the Administrative Record.
- Provide all materials used to prepare the EA and background for the agency decision.

Deliverables:

- Draft project schedule
- Meeting notes attended by Consultant
- List of data needs for the EA
- Draft project description
- List of interested parties
- Draft scoping letters
- Draft EA and FONSI
- Final EA and FONSI
- Draft NOI and RROF
- Public Notices
- Public Comment Record
- Response to public comments
- Completed ERR and RROF for grant funding
- Final Administrative Record

Assumptions:

- The project descriptions are not final and may be adjusted as the project footprints are finalized.
- This scope of work does not include evaluation of the individual connections to homes within the project area.
- This scope of work does not include Section 404 Clean Water Act (wetland) or floodplain permitting. Once the project footprints and descriptions are finalized for the environmental assessments, the need for these permits will be determined and additional scope and fee added.
- An environmental assessment will be required for the Environmental Review Record (ERR) for this project.

- Public notices consist of 15 to 18-day final wetland and floodplain notices as part of the decision-making process and Executive Orders 11988 and 11990, for the determination that a FONSI has been made for the program, and for notification to the public of the Owner's intent to request the release of HUD funds for the proposed projects (NOI/RROF). HUD will determine if the final public wetland and floodplain, FONSI, and NOI/RROF notices can be combined and issued together as a single notice.
- No public meetings are included under this subtask.
- No more than ten (10) submittals will be received in response to the public notice. From this there will be no more than five (5) substantive comments for which Consultant will draft responses.
- One action alternative will be analyzed in detail in the EA.
- Project Team will contribute to drafting the project description and provide necessary information pertaining to construction methods, timing, and duration. Consultant will refine project description for use in the EA. The final ERR and RROF will be submitted by the Owner to HUD for final approval and issuance of the Authority to Use Grant Funds.
- No in-water work will be required, thus no aquatic Endangered Species Act (ESA) or Magnuson-Stevens Fisheries Conservation Act consultation will be needed.
- Terrestrial informal ESA consultation will be needed for two (2) species: northwestern pond turtle and Fenders blue butterfly.
- There will be no new issues for the Force Main and Gates Collection System EA. Background and effects analysis from the Mill City and Gates MWTF EA can be used as a basis for the Force Main and Gates Collection System Biological Evaluation.
- Acres of impacts and site-specific information will be revised and updated once Project Description is finalized for the Force Main and Gates Collection System EA.

101.4.4 Force Main and Gates Collection System – Endangered Species Act Consultation and Biological Evaluation.

101.4.4.1 Consultant will complete a draft and final Biological Evaluation for informal Section 7 consultation with U.S. Fish and Wildlife Service (USFWS).

Assumptions:

- Informal consultation will be required for two (2) species: northwestern pond turtle and Fenders blue butterfly.
- There will be no new issues for the Force Main and Gates Collection System EA. Background and effects analysis from Mill City and Gates MWTF EA can be used as a basis for the Force Main and Gates Collection System Biological Evaluation.
- Acres of impacts and site-specific information will be revised and updated once Project Description is finalized for the Force Main and Gates Collection System EA. Up to four (4) potential lift station locations will be included in the project area.
- USFWS has 90 days to reply to the submitted Biological Evaluation. HUD will require concurrence from USFWS prior to issuing an Authority to Use Grant Funds.

Deliverables:

- Pre-consultation call notes with USFWS
- Draft Biological Evaluation
- Final Administrative Record

Task 101.5 – Environmental Project Coordination and Oversight
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

101.5.1 Environmental Project Coordination and Oversight. Participation in Project team's bi-weekly meetings, project check-in calls, and subsequent discussions and tasks over a period of fifteen ~~nine~~ (15 ~~9~~) months. Consultant will offer environmental oversight and guidance as the project advances.

101.5.2 Consultant will review and provide guidance on environmental compliance requirements for the northern and southern force main alternatives as part of the Value Engineering effort.

Assumptions:

- Environmental project coordination and oversight duration is fifteen ~~nine~~ (15 ~~9~~) months.
- Bi-weekly check-in meetings will be one (1)-hour long and attended by two (2) Consultant staff members.

Deliverables:

- Biweekly meeting agenda items and notes on environmental tasks.
- Ongoing environmental project permit schedule.

Task 101.6 – Archaeological Monitoring
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve Consultant of responsibility to perform this task.)

The Consultant conducted initial cultural resources investigations in April 2024 consisting of pedestrian survey and subsurface testing, during which one newly identified historic-era isolate (MCW-ISO-1) was recorded. While cultural resources investigations to date indicate that the project area has a low risk of inadvertently encountering cultural resources, the project area lies within the traditional homeland of multiple Indigenous groups, and the Owner has requested that an archaeological monitor be present during certain ground-disturbing activities. Archaeological monitoring will follow protocols identified in the Monitoring Inadvertent Discovery Plan (MIDP).

Consultant Responsibilities:

101.6.1 Project Management and Tribal Coordination. The Consultant will maintain project files to include necessary supporting materials as required and coordinate and schedule archaeological monitoring for ground disturbing activities as needed (up to ten (10) days).

The Consultant will monitor task performance, schedule, and budget; approve project expenses, and check that systems are in place to conduct quality assurance and quality control on deliverables and correspondence. The Consultant will provide updates to the Confederated Tribes of the Grand Ronde Community of Oregon, Confederated Tribes of Siletz Indians, and Confederated Tribes of Warm Springs Reservation on the project

schedule with up to one email at the start of the project, notifying the Tribes of the projected schedule, and at the end of the project giving a brief summary of findings.

The Consultant will also provide ongoing consultation support as necessary throughout the project. This will include communications with the County State Historic Preservation Office (SHPO), relevant Tribal entities, and other relevant and authorized parties.

101.6.2 Monitoring and Inadvertent Discovery Plan. The Consultant will prepare an archaeological monitoring and inadvertent discovery plan (MIDP) for construction activity. The purpose of the document is to facilitate clear understanding between the Consultant, Project Team, and CM/GC's construction team (from management levels to equipment operators) prior to and throughout construction. Protocols for work stoppages will be developed in the MIDP in the event construction crews identify cultural resources. Further, an implementation protocol will be developed in case significant archaeological material or human remains are encountered. Such protocols will be articulated in the project's MIDP.

The Consultant will develop a mutually agreeable MIDP for this project. The plan will address the following elements:

- The regulatory context of the project (e.g., compliance with local and Oregon State laws pertaining to cultural resources).
- The nature of potential archaeological concerns within the project area. This element describes the types of archaeological and cultural resources that may be encountered based on the results of prior investigations within and in the vicinity of the project area.
- The specific chain-of-authority for the construction crews to request temporary pauses or longer halts to excavation activity (e.g., if necessary, stop work, and consult with the Project Archaeologist, the County, SHPO, and interested Tribes).
- Detailed description of where and when archaeological monitoring will occur during project-related ground-disturbing activities.

The Consultant will provide a draft copy of the MIDP to the Project Team for review. Upon receipt of comments on the draft MIDP, the Consultant will create a final copy to be distributed to all interested parties.

101.6.3 Archaeological Monitoring. The Consultant will conduct on-site monitoring and take photos and notes of activities for up to ten (10) days of ground-disturbing activities (e.g., subsurface excavation). In the event of discovery of culturally or archaeologically significant resources during excavation, Consultant will report that information immediately using protocols identified in the MIDP. Consultant's active archaeological permit (AP 3934) for the project expired on June 24, 2025. However, an updated archaeological permit is not needed at this time. Should any archaeological resources be discovered, the Consultant will need to apply for an updated SHPO-issued archaeological permit to collect archaeological materials under Oregon State law which may take 45 to 60 days to be obtained and executed.

101.6.4 Archaeological Monitoring Technical Memorandum. After completing the monitoring work, the Consultant will prepare a brief technical memorandum discussing the methods and results (findings) of the archaeological monitoring completed. The technical memorandum will discuss minor finds, including consultation about and implementation of minor treatment measures. The technical memorandum will be illustrated with maps,

photographs, and tabular information as needed. Once approved by the Project Team, the technical memorandum will be submitted electronically to the Oregon SHPO and relevant Tribal entities for final review.

Assumptions:

- There will be no significant changes to the location and extent of the project area.
- The budget for Task 101.6.1 allows for up to four (4) project manager labor hours to coordinate project schedule with Project Team and CM/GC.
- The budget for Task 101.6.1 allows for up to four (4) one (1)-hour virtual meetings with the Consultant's project manager for ongoing consultation with the Owner, City of Salem, Mill City, SHPO, relevant Tribal entities, and other parties authorized by Owner.
- One draft copy of the MIDP will be provided to Project Team for review. Revisions to the MIDP will be minimal, requiring no more than two (2) labor hours.
- It will not be necessary to have more than one archaeological monitor on-site at any time.
- This task allows for up to one (1) archaeological monitor, working up to ten (10) ten (10)-hour workdays or the equivalent labor thereof including time for mobilization and travel from the Corvallis or Portland, Oregon offices.
- If the archaeological monitor mobilizes out of the Portland Oregon office, the budget allows for up to nine (9) mobilizations.
- It is assumed that project-related ground-disturbing activities will occur during business days (Monday to Friday) and will not exceed eight (8) hours on site.
- Consultant requires a minimum of forty-eight (48) business hours' advance notice to be given to the archaeological monitor for when they need to be at the project site in Mill City, Oregon.
- If an archaeological monitor is called to the project site and then work is canceled for the day or the workday is short, a full eight (8) hours of work will be charged to cover the cost of extra coordination, mobilization, and travel time.
- No newly identified archaeological materials or cultural resources will be observed, and no archaeological permits will be required. If any intact deposits requiring evaluation of human remains are encountered or any additional investigation is required by the SHPO and Tribes, then an additional scope of work and budget will be required.
- ~~One round of memo revision will occur per reviewing party.~~
- Comments on Technical Memorandum can be resolved through one review cycle.

Deliverables:

- Draft archaeological monitoring technical memorandum with Project Team comments incorporated for review by Owner.
- Final archaeological monitoring technical memorandum with Owner's comments incorporated for review by the SHPO and relevant Tribes.

102 – SUBSURFACE EXPLORATION

Task 102.1 – Project Management and Administration

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

102.1.1. Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

102.1.2. Coordination. Coordinate services to complete the permitting and subsurface investigations.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Project management budget assumes a task order schedule of up to 24 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 102.2 – Subsurface Investigation Program

The purpose of subsurface investigation is to collect soil and groundwater data that can be used to: (1) assess whether a candidate site can infiltrate the required volume of treated wastewater, (2) inform facility predesign, (3) evaluate facility permitting framework (WPCF required), and (4) evaluate compliance with DEQ's groundwater protection rules. The subsurface investigation program involves excavating test pits to measure soil infiltration rates and observe soil types, installing monitoring wells to measure aquifer properties, collecting soil and groundwater samples, and one year of groundwater and surface water level monitoring. This task includes management, planning and execution of the subsurface investigation program comprised of two subtasks:

- Subtask 102.2.1 – Mill City / Gates Subsurface Investigation
- Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation
- Subtask 102.2.3 – Detroit / Idanha Well Decommissioning
- Subtask 102.2.4 – Detroit / Idanha Well Decommissioning Fees and Direct Expenses
- Subtask 102.2.5 – Mill City Site GM1 Monitoring Well Decommissioning
- Subtask 102.2.6 – Mill City Site GM1 Well Decommissioning Fees and Direct Expenses

Owner Responsibilities:

- This scope of work does not include effort to identify domestic water wells in the vicinity of the proposed infiltration facility (which would likely involve a door-to-door survey and review of households that are connected to City water). Owner is responsible for this effort, if it is needed, and for incorporating the information obtained into the final report.

Assumptions:

- Subsurface investigations will occur on private or public property that is not owned by Owner. Owner and Consultant will work collaboratively to gain access to these sites for the purpose of performing site evaluation work. In general, Owner is responsible for the execution of site access agreements with property owners and Consultant is responsible for coordination with property owners regarding schedule for accessing the property, discussing access routes, and reporting results to the property owner.
- Test pitting and infiltration testing will be limited to four days in the Detroit/Idanha area (up to 10 test pits) and five days in the Gates/Mill City area (up to 15 ~~18~~ test pits).

- Monitoring wells and temporary borings will target discrete horizons in the glacial till geologic unit that are related to the depth to groundwater and the contact between glacial till and bedrock. Because there is limited information about the geology and depth to groundwater at the candidate sites, the costs for drilling are based on assumptions about the depths of monitoring wells and temporary borings. Where field conditions differ from those assumed and where such differences result in increased field costs that exceed the established budget for this task, an equitable adjustment to the contract value will be made by contract amendment.
- In the Gates/Mill City area, it is assumed that monitoring wells will be 100 feet deep, one temporary boring will be advanced to the top of the water table at 80 feet below ground surface (bgs), and another temporary boring will be advanced to the top of bedrock at 200 feet bgs.
- In the Detroit/Idanha area, we have assumed that monitoring wells will be 80 feet deep (2 wells) or 200 feet deep (3 wells), and two temporary borings will be advanced to the top of bedrock at 100 feet bgs.
- Drilling costs could change if: (1) driller costs change (quotes are typically only good for 30 days due to "instability of commodity costs") or (2) the assumed construction of wells and borings changes based on the geology of the site. It is assumed that casing advance is not necessary to keep the bedrock hole open during drilling of the monitoring well in the Detroit/Idanha area. An amendment may be necessary if casing must be advanced to keep the hole open at this well and if such costs exceed the agreed upon task budget.
- Subsurface exploration work, including digging of test pits, geotechnical drilling, and installation of subsurface monitoring equipment, is not subject to Davis-Bacon or BOLI prevailing wages.

Subtask 102.2.1 – Mill City / Gates Subsurface Investigation

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Subsurface investigation in the Gates/Mill City area includes the following activities:

102.2.1.1. Work Plan. Develop a work plan for the subsurface investigation that includes a specific plan for excavating and infiltration testing at up to fifteen 15 ~~18~~ test pits (at Site 1 through Site 4) and a general plan for installing monitoring wells (which will be refined with an addendum upon selection of a site for the monitoring wells). The Work Plan will include procedures for soil classification, soil/groundwater sampling, infiltration testing, and aquifer testing.

102.2.1.2. Excavate Test Pits and Measure Infiltration Rate. Prepare for the field event, including development of a Health and Safety Plan (HASP) that meets Occupational Safety and Health Administration (OSHA) standards and oversight of a utility locating contractor to clear test pits for subsurface utilities. Oversee excavation of up to fifteen (15) ~~eighteen (18)~~ test pits to a depth of 12 to 15 feet below ground surface (bgs) or refusal by a backhoe; log soils in general accordance with Unified Soil Classification System (USCS) visual-manual procedures; collect soil samples for analysis of physical soil characteristics in a laboratory; conduct infiltration tests in each test pit using a single-ring infiltrometer at depths to be chosen based on the nature of subsurface soils (shallow and deep soil horizons will be targeted); analyze test data to calculate an effective saturated hydraulic conductivity of the soils; collect one soil sample at each site and analyze for soil quality (volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and metals at Apex Labs, Tigard, Oregon, and multi-residue pesticide screen at Pacific Agricultural Labs,

Sherwood, Oregon); summarize results in a brief technical memorandum to facilitate site selection for deep soil investigation.

102.2.1.3. Temporary Borings and Monitoring Well Construction and Testing. Develop a conceptual design for monitoring wells; install and develop three (3) groundwater monitoring wells and two (2) temporary borings by an Oregon-licensed driller; log soils in general accordance with USCS visual-manual procedures; collect soil samples for analysis in a laboratory; analyze soil samples taken from the borings for particle size distribution (12 samples), particle density testing (6 samples), water content (60 samples), and saturated hydraulic conductivity (9 samples); perform a slug test at each monitoring well to evaluate aquifer properties (hydraulic conductivity and storage); collect a groundwater sample from one well (VOCs, SVOCs, PAHs, PCBs and metals at Apex Labs, Tigard, Oregon, and a multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); analyze test data to calculate aquifer parameters; survey and record the coordinates of monitoring wells (latitude, longitude, and vertical elevation).

102.2.1.4. Groundwater Level Monitoring. Equip each well with a Solinst pressure transducer and datalogger to continuously monitor water levels (including a single barologger to record barometric pressure); download data from the dataloggers and manually measure water levels at the monitoring wells quarterly for a year.

102.2.1.5. Estimate Infiltration Volume. Use an analytical model such as MOUNDSOLV or other suitable software to estimate the volume of water that can be infiltrated through an infiltration basin.

102.2.1.6. Reporting. Develop technical memoranda documenting the field investigation and results.

102.2.1.7 Groundwater Level Monitoring at Site GM1. Consultant will continue groundwater level monitoring until December 2026, when ownership of the treatment facility is expected to transfer from Marion County to Mill City. Groundwater level monitoring will collect data to better understand: (1) variation in seasonal-high groundwater depths and potential implications for facility operation, (2) recharge to the groundwater system from precipitation and potential implications for nutrient dilution, and (3) baseline groundwater conditions prior to infiltration facility operation. This task will include the following:

- Conduct seven (7) visits to the GM1 site, quarterly, from June 2025 to December 2026.
- During each site visit, manually measure depth to groundwater at the three (3) GM1 site monitoring wells, download data from pressure transducers, perform minor maintenance on pressure transducers (e.g., battery replacement) as needed, and re-program transducers.
- Manage data from each visit, including comparison of manually-measured groundwater levels to transducer-measured groundwater levels to verify the proper operation of pressure transducers.
- Prepare a technical memorandum documenting data collection data efforts, including tables of annual depth to water measurements, groundwater elevations, and seasonal high groundwater levels; calculations of recharge to the aquifer using the water level fluctuation method; and hydrographs showing precipitation amounts and groundwater elevation.

Assumptions:

- Costs for major transducer repair or replacement are not included in this scope of work.
- Comments on the Groundwater Level Monitoring Technical Memorandum by the Project Team can be addressed and incorporated in a single review cycle.

Deliverables:

- Draft and Final Subsurface Investigation Work Plan.
- Final Infiltration Testing and Test Pit Excavation Technical Memorandum.
- Draft and Final Subsurface Investigation Technical Memorandum.
- Groundwater Level Monitoring Technical Memorandum.
- Draft and Final Groundwater Level Technical Memorandum (June 2025 to December 2026).

Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Subsurface characterization in the Detroit/Idanha area includes the following activities:

102.2.2.1. Work Plan. Develop a work plan for the subsurface characterization that includes a specific plan for excavating and infiltration testing at up to 10 test pits (at the McCoy and Detroit Ranger Station sites), and a general plan for installing monitoring wells (which will be refined with an addendum upon selection of a site for the monitoring wells). The Work Plan will include procedures for soil classification, soil/groundwater sampling, infiltration testing, and aquifer testing.

102.2.2.2. Excavate Test Pits and Measure Infiltration Rate. Prepare for the field event, including development of a Health and Safety Plan (HASP) that meets Occupational Safety and Health Administration (OSHA) standards and oversight of a utility locating contractor to clear test pits for subsurface utilities. Oversee excavation of up to ten (10) test pits to a depth of 12 to 15 feet below ground surface (bgs) or refusal by a backhoe; log soils in general accordance with Unified Soil Classification System (USCS) visual-manual procedures; collect soil samples for analysis of physical soil characteristics in a laboratory; conduct infiltration tests in each test pit using a single-ring infiltrometer at depths to be chosen based on the nature of subsurface soils (shallow and deep soil horizons will be targeted); analyze test data to calculate an effective saturated hydraulic conductivity of the soils; collect one soil sample at each site and analyze for soil quality (volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), and metals at Apex Labs, Tigard, Oregon, and multi-residue pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); summarize results in a brief technical memorandum to facilitate site selection for the deep soil investigation.

102.2.2.3. Temporary Borings and Monitoring Well Construction and Testing. Develop a conceptual design for monitoring wells; install and develop five (5) groundwater monitoring wells and two (2) temporary borings by an Oregon-licensed driller; log soils in general accordance with USCS visual-manual procedures; collect soil samples for analysis in a laboratory; analyze soil samples taken from the borings for particle size distribution (12 samples), particle density testing (6 samples), water content (60 samples), and saturated hydraulic conductivity (9 samples); perform a slug test at each monitoring well to evaluate aquifer properties (hydraulic conductivity and storage); collect a groundwater sample from one well (VOCs, SVOCs, PAHs, PCBs and metals at Apex Labs, Tigard, Oregon, and a multi-residue

pesticide screen at Pacific Agricultural Labs, Sherwood, Oregon); analyze test data to calculate aquifer parameters; survey and record the coordinates of monitoring wells (latitude, longitude, and vertical elevation).

102.2.2.4. Surface Water and Groundwater Level Monitoring at the McCoy Site. Install three (3) stilling wells (in the Santiam River, Unnamed Creek, and McCoy Creek); equip each stilling and monitoring well with a Solinst pressure transducer and datalogger to continuously monitor water levels (including a single barologger to record barometric pressure); download data from the dataloggers and manually measure water levels at the monitoring wells and stilling wells quarterly for a year.

102.2.2.5. Estimate Infiltration Volume. Use an analytical model such as MOUNDSOLV or other suitable software to estimate the volume of water that can be infiltrated through an infiltration basin.

102.2.2.6. Reporting. Develop technical memoranda documenting the field investigation and results.

Deliverables:

- Draft and Final Subsurface Investigation Work Plan.
- Final Infiltration Testing and Test Pit Excavation Technical Memorandum.
- Draft and Final Subsurface Investigation Technical Memorandum.
- Groundwater Level Monitoring Technical Memorandum

Subtask 102.2.3 - Detroit/Idanha Well Decommissioning
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Detroit/Idanha well decommissioning includes the following activities: Decommissioning of three 2-inch PVC monitoring wells (MC-MW1, MC-MW2, and MC-MW3) and three stilling wells (SW-1, SW-2, and SW-3) in Idanha, Oregon. Each of the three monitoring wells will be decommissioned by overdrilling to fully remove all structures including the above ground monument, and the stilling wells will be removed along with any associated equipment.

102.2.3.1. Work Plan and Pre-Field Work. Develop a work plan for monitoring well decommissioning that outlines the methods for the decommissioning of the three monitoring wells and removal of the stilling wells.

- Update an existing Health and Safety Plan (HASP) to cover the field work.
- Coordinate with subcontractor to schedule the field work.
- Provide email updates to the Project Team on the status of the project.

Deliverables:

- Well decommissioning work plan

102.2.3.2. Field Activities. Decommission three monitoring wells by overdrilling and removing three stilling wells.

- Develop a subcontract with a driller to conduct the work.
- Download pressure transducer data from monitoring wells and stilling wells, remove all equipment, and remove the three stilling wells.
- Oversee the overdrilling of three 2-inch PVC monitoring wells using sonic drilling methods, including the removal of monuments and bollards, borehole backfilling in accordance with the Oregon Administrative Rules, and site clean-up.
- Communication of results to the Project Team on an ongoing basis.

Assumptions:

- PVC casing, PVC screen, steel bollards, and steel monuments will be hauled offsite. Drill cuttings will be spread on-site near the MC-MW3 well.
- Oversight of 2-inch PVC monitoring well decommissioning and site clean-up will occur over one week.
- Field personnel will visit the six sites prior to contractor mobilization to download and collect all pressure transducers and remove all stilling wells.
- Access to the subject property and negotiations with the property owner and/or tenants will be arranged by Consultant.
- All field work can be conducted during normal business hours.
- Unimpeded access to the work locations will be available, including no conflicts with overhead power or underground utilities.
- Field work will be scheduled to avoid significant weather events where possible. However, if weather impacts projected mobilization costs or the overall project schedule, this may result in additional fees. Consultant will communicate potential unanticipated weather delays to Owner and Project Team.
- Ground-disturbing activities will not impact protected natural and cultural resources such as wetlands and waterways, critical habitat, archeological sites, and historic properties and structures based on previously provided information from the U.S. Forest Service.

102.2.3.3. Technical Memorandum. Prepare a Technical Memorandum documenting activities conducted as a part of this scope of work:

- Data collected from pressure transducers will be plotted on hydrographs.
- A summary of field activities and well decommissioning logs will be included.

Deliverables:

- Draft technical memorandum for review by the Project Team.
- Final technical memorandum that incorporates Project Team comments.

Assumptions:

- Deliverable comments can be incorporated over a single review cycle.
- The Department of Environmental Quality will not provide comments on the technical memorandum.
- Deliverables will require only one review cycle.

Subtask 102.2.4 – Detroit/Idanha Well Decommissioning Fees and Direct Expenses

Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with Task 102.2.3 – Detroit/Idanha Well Decommissioning, including:
  - Driller
  - Travel expenses

Subtask 102.2.5 – Mill City Site GM1 Monitoring Well Decommissioning
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Mill City Site GM1 well decommissioning includes the following activities: Decommissioning of two 2-inch diameter PVC monitoring wells (GM1-MW4 and GM1-MW5) at Site GM1 in Mill City, Oregon. Each of the two monitoring wells will be decommissioned by overdrilling to fully remove all structures including the above ground monument.

Consultant's Responsibilities:

Work Plan and Pre-Field Work.

- Develop a work plan for monitoring well decommissioning that outlines the methods for the decommissioning of the two monitoring wells.
- Update existing Health and Safety Plan (HASP) to cover the field work.
- Coordinate with subcontractor to schedule the field work.
- Provide email updates to the Project Team on the status of the project.
- Download pressure transducer data from monitoring wells and remove all equipment.
- Oversee the overdrilling of two 2-inch diameter PVC monitoring wells using sonic drilling methods, including the removal of monuments and bollards, borehole backfilling in accordance with Oregon Administrative Rules and site clean-up.
- Communication of results to the project team on an ongoing basis.
- Develop a Technical Memorandum (TM) that summarizes the decommissioning methods, including driller decommissioning logs, material quantities (e.g., bags of bentonite chips), and a map identifying the locations of the wells that were decommissioned.

Deliverables:

- Final Work Plan
- Draft and Final Technical Memorandum

Assumptions:

- PVC casing, PVC screen, steel bollards, and steel monuments will be hauled offsite by the decommissioning contractor.
- Oversight of 2-inch diameter PVC monitoring well decommissioning and site clean-up will occur over two days.
- Access to the subject property and negotiations with the property owner and/or tenants will be arranged by Project Team and all field work can be conducted during normal business hours.
- TM comments from Project Team can be incorporated over a single review cycle.
- Transducer data will be processed and reported under a separate task.

Subtask 102.2.6 – Mill City Site GM1 Well Decommissioning Fees and Direct Expenses
Consultant's Responsibilities:

This task includes the following fees and direct expenses associated with Task 102.2.6 – Mill City Site GM1 Well Decommissioning, including:

- Driller
- Travel expenses

Task 102.3 – Groundwater Modeling Evaluation

The purpose of this task is to provide field data and modeling evaluations for submittal to the Oregon Department of Environmental Quality (DEQ) to support a Water Pollution Control Facility (WPCF) permit determination in compliance with DEQ's groundwater protection rules.

Task 102.3 is comprised of two subtasks:

- Subtask 102.3.1 – Gates/Mill City Permitting Evaluation
- Subtask 102.3.2 – Detroit/Idanha Permitting Evaluation

Assumptions:

- It is assumed that the planned location for the infiltration facility in the Gates/Mill City area is further from the Santiam River than the planned location for the infiltration facility in the Detroit/Idanha area (less than 0.25 miles). Therefore, we anticipate that the evaluation to support a permitting determination for the Detroit/Idanha area will be more rigorous.

Subtask 102.3.1 – Mill City / Gates Permitting Evaluation
Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.

Consultant shall perform the following activities for the infiltration facility in the Gates/Mill City area:

102.3.1.1. Based on the subsurface characterization and publicly available literature references (e.g., U.S. Geological Survey or USGS), develop a hydrogeologic conceptual site model (CSM) for the selected Gates/Mill City infiltration site. The hydrogeologic CSM will describe the geologic framework, exchanges between groundwater and surface water, groundwater flow direction, aquifer properties (hydraulic conductivity, storage, aquifer thickness, horizontal hydraulic gradient), and recharge from precipitation.

102.3.1.2. Calculate the transit time for a pollutant to travel from the recharge basin to the nearest surface water body. Transit time in the unsaturated zone will be calculated using Darcy's Law and field-measured hydraulic conductivity values from Task 102.2, and transit time in the saturated zone will be calculated using an analytical groundwater flow model (e.g., AquiferWin32). It is anticipated that the transit time calculation will be the primary supporting evidence for a WPCF permit determination, along with the distance between the infiltration facility and surface water, and the nature of the material through which the pollutant travels.

102.3.1.3. Using the numerical groundwater flow modeling code MODFLOW and contaminant fate and transport code MT3D, create a generalized 2-dimensional aquifer model to represent the infiltration site, and run contaminant fate and transport simulations to

calculate the dilution and/or chemical transformation of the pollutant during transport. We anticipate that the contaminant fate and transport simulations will be the primary supporting evidence for demonstrating that the infiltration facility is compliant with DEQ's groundwater protection rules.

102.3.1.4. Prepare a technical memorandum to document the results of the permitting evaluation. First, the memo will include permitting determination in accordance with the following Maui criteria: (1) transit time in groundwater, (2) the distance a pollutant travels, and (3) the nature of the material through which a pollutant travels. Second, the memo will document the evaluation of compliance with DEQ's groundwater protection rules. Consultant shall submit a draft memo to the Project Team for review and will finalize the memo based on comments from the Project Team, then submit to DEQ for review.

102.3.1.5. Meet three times with DEQ: (1) to review the hydrogeologic conceptual model and agree on a technical approach for making a permitting determination and demonstrating compliance with the groundwater protection rules, (2) to review permitting recommendation and demonstration of compliance with the groundwater protection rules, and (3) to discuss DEQ's comments on the memo.

Assumptions:

- Comments from the Project Team can be incorporated with a single review cycle.
- DEQ comments can be addressed with two hours of a principal hydrogeologist's time and 8 hours of a supervising hydrogeologist's time.
- Meetings with DEQ will be virtual.

Deliverables:

- Draft WPCF Evaluation Memorandum.
- Final WPCF Evaluation Memorandum that incorporates Project Team comments for submittal to DEQ.
- Final WPCF Evaluation Memorandum that incorporates DEQ comments.

Subtask 102.3.2 – ~~Detroit / Idanha Permitting Evaluation~~ [REMOVED]

~~*Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.*~~

~~Consultant shall perform the following activities for the infiltration facility in the Detroit/Idanha area:~~

~~102.3.2.1. Calculate the transit time for a pollutant to travel from the recharge basin to the nearest surface water body. Transit time in the unsaturated zone will be calculated using Darcy's Law and field-measured hydraulic conductivity values from Task 102.2, and transit time in the saturated zone will be calculated using an analytical groundwater flow model (e.g., AquiferWin32). It is anticipated that the transit time calculation will be the primary supporting evidence for a WPCF permit determination, along with the distance between the infiltration facility and surface water, and the nature of the material through which the pollutant travels.~~

~~102.3.2.2. Perform a modeling simulation to estimate the maximum recharge volume in the Detroit/Idanha area (additional evaluation of maximum recharge volume is needed in the Detroit/Idanha area due to the anisotropy; a model simulation would be more cost effective than hiring a driller to conduct a pumping test).~~

~~102.3.2.3. Meet three times with DEQ: (1) to review the hydrogeologic conceptual model and agree on a technical approach for making a permitting determination and~~

~~demonstrating compliance with the groundwater protection rules, (2) to review permitting recommendation and demonstration of compliance with the groundwater.~~

~~*Assumptions:*~~

- ~~Comments from the Project Team can be incorporated with a single review cycle.~~
- ~~DEQ comments can be addressed with two hours of a principal hydrogeologist's time and 8 hours of a supervising hydrogeologist's time.~~
- ~~Meetings with DEQ will be virtual.~~

Task 102.4 – McCoy Site Permitting (USFS) and Private Property Owner Coordination (Upper Deck)

Consultant Responsibilities:

102.4.1. Address permitting and other regulatory requirements related to the National Environmental Policy Act (NEPA), which will involve obtaining an agreement to access the properties, excavate test pits, and install monitoring wells. Assumes a level of effort with up to 48 hours.

102.4.2. Coordinate with property owner of "upper deck" private property to obtain permission to install two monitoring wells. Assumes a level of effort with up to 48 hours.

Owner Responsibilities:

- Review and approve permitting applications/letters requesting permission to access the McCoy site, excavate test pits, and install monitoring wells.
- Owner is responsible for costs associated with property owner conditions related to site access and site access agreements.

Task 102.5 – Infiltration Basin Pilot Test

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant will conduct a pilot test (minimum of fourteen (14) days to maximum of twenty-eight (28) days) for proposed infiltration basins at Site GM1 in Mill City, Oregon to further confirm long-term capability of the proposed infiltration basins and support the permitting process.

Assumptions:

- The number of meetings and site visits anticipated are specified in the scope tasks detailed below. If these meetings and technical consultations result in work scope modifications, such modifications are not included or budgeted within this scope.
- Access to the subject property and negotiations with the property owner and/or tenants will be arranged by the Consultant, and all field work can be conducted during normal business hours.
- Unimpeded access to the work locations will be available, including no conflicts with overhead power or underground utilities.
- Consultant assumes field activities can be accomplished within the number of days specified in the scope tasks detailed below. This includes mobilization and field work. Consultant will attempt to schedule field work to avoid significant weather events where possible. However, if weather impacts projected mobilization costs or the overall project schedule, this may result in additional fees. Owner will be kept informed if there are unanticipated weather delays.
- Owner will provide information which they have available regarding the presence of underground utilities within the study area. A public utility locate notification will be conducted, and

Consultant will contract a private utility locator in an effort to identify and avoid subsurface utilities at the proposed work locations. Drilling/sampling locations will be considered and modified based on the results of these efforts as described in the work plan. The use of these methods does not guarantee that unidentified conduits/structures will not be encountered during drilling and excavation, but greatly minimizes the risk of doing so. Consultant will not be responsible for damage to subsurface utilities not identified prior to initiating work.

- Ground-disturbing activities will not impact protected natural and cultural resources such as wetlands and waterways, critical habitat, archeological sites, and historic properties and structures. It is the responsibility of Consultant to obtain all required local, state, and federal environmental permits and clearances, including but not limited to the National Environmental Policy Act, Section 404 of the Federal Clean Water Act, Section 401 Water Quality Certification, National Pollutant Discharge Elimination System Permits, Section 106 of the National Historic Preservation Act, Section 7 of the Endangered Species Act, Oregon Fish Passage law, Oregon Removal-Fill law, and Oregon Native American Graves and Protected Objects law.
- No unreasonably difficult subsurface conditions will be encountered requiring the use of alternative drilling/excavation equipment than specified above.
- All fieldwork can be performed using standard personal protective equipment and procedures (Level D).
- Other than drilling start card documentation, no other permits are specified or included. If necessary, other permits would be obtained at an additional time and materials basis.
- Consultant has assumed that deliverables will require only one review cycle and the scope of work detailed below will be utilized for the development of the workplan. If significant changes are made to the scope, this may impact costs associated with Task 102.5.1. Following issuance of the final report, if information is subsequently provided to Consultant that warrants report revisions or amendments, the additional work will be charged on a time and materials basis.
- Consultant's work product is intended for use by Owner and is not intended for reliance by third parties unless otherwise specified in this scope of work. If requested by the Owner, a reliance letter will be reviewed and considered by Consultant. Completion of a reliance letter may be subject to an additional fee.

Consultant Responsibilities:

102.5.1. Meetings, Work Plan, Pre-Field Work Preparation. Consultant will develop a work plan for the pilot test that outlines the methods for excavating up to three test pits within the planned footprints of Basin J1 and Basin J2, constructing monitoring well GM1-MW-4, excavating a 50-foot by 50-foot infiltration basin, and conducting the pilot test. A draft Work Plan will be provided to the Project Team for review, and a second draft Work Plan will be submitted to the Oregon Department of Environmental Quality (DEQ) for review. The final Work Plan will incorporate the Project Team and DEQ comments.

In addition, Consultant will prepare for the pilot test by developing health and safety plans to cover the field work; field-locating the test pits, monitoring well, and test basin at the site; and overseeing a utility locating contractor to clear excavation locations of subsurface utilities. Consultant will coordinate location, design, and schedule of field work and work with the City to obtain water for the infiltration pilot test. Consultant will review and compile data from previous field investigations at the site and refine the work program as needed. This task also includes periodic email updates to the Project Team on the status of the project and meetings between Owner, Consultant, and Subconsultants to discuss pilot test results.

Assumptions:

- Work Plan comments can be incorporated over a single review cycle.
- Five (5) one-hour, virtual meetings will occur during the course of the project to coordinate between Consultant and Subconsultants Project Team. One (1) virtual meeting to discuss pilot test results will occur with the entire Project Team.
- Two field visits will occur to oversee the utility contractor and mark excavation and boring locations.

Deliverables:

- Draft Work Plan for review by the Project Team.
- Draft Work Plan for review by DEQ.
- Final Work Plan that incorporates Project Team and DEQ comments.

102.5.2. Monitoring Well Drilling and Construction Oversight. An additional monitoring well is required as a part of the pilot test to monitor groundwater mounding adjacent to the pilot test basin. Consultant will develop contract with driller to conduct work and oversee construction of a monitoring well using sonic drilling methods (monitoring well GM1-MW4) adjacent to the test basin and will equip the monitoring well with a down-hole pressure transducer and datalogger to record groundwater levels before, during, and after the pilot test. Soils will be logged in general accordance with the Unified Soil Classification System (USCS). Consultant shall oversee development activities, conduct synoptic water level monitoring, and download pressure transducer data from monitoring wells at Site GM1. Consultant shall also verify that well materials meet Oregon Administrative Rule requirements for drilling monitoring wells. After well completion, Consultant will oversee survey of the latitude, longitude, and elevation of the monitoring well.

Assumptions:

- The monitoring well will be constructed of 2-inch schedule 40 PVC, will be 50-feet deep, and will be completed with an above-ground monument with three protective bollards.
- Soil core from the monitoring well boring can be spread on the ground.
- The scope of work does not include monitoring well decommissioning as it may be utilized for long-term monitoring purposes.
- Monitoring well drilling oversight, well construction, and development will occur over three (3) days and will include one (1) site mobilization.

102.5.3. Test Pit Excavation and Infiltration Testing. As the site layout design for GM1 has progressed, infiltration basins J1 and J2 have been preliminarily located at the site in an area where no infiltration testing has occurred. Subsurface exploration is important in this area due to the presence of a former log pond to the east, the extent of which has been identified from aerial photos but has not been confirmed with subsurface exploration. Consultant will coordinate with the CM/GC who will oversee the excavation of three (3) test pits up to fifteen (15) feet below ground surface (bgs) or a depth sufficient to observe unsaturated zone soils in the opinion of the on-site hydrogeologist in the area of proposed basins J1 and J2. Consultant will coordinate with CM/GC to conduct infiltration tests at each pit and oversee placement/installation of an oversized (4-foot diameter x 3-foot) steel cylinder in each test pit by CM/GC for use in infiltration test. Consultant shall log soils from the test pits in general accordance with the USCS, collect soil moisture measurements

to estimate the extent of the wetting front, and assess infiltration tests to determine whether additional excavations are recommended at the site. Consultant shall communicate status and results to the Project Team on an on-going basis and oversee backfilling of the test pits.

Assumptions:

- Test pit excavation and geologic logging and infiltration testing will be completed in three (3) days.
- CM/GC will complete the excavation of the test pits.
- CM/GC will provide oversized (4-foot diameter x 3-foot) steel cylinder and coordinate placement/installation in each test pit with Consultant.
- CM/GC will provide a 500-gallon (minimum) water tank, filled with 2-inch diameter hose and flow meter to convey water into the test pit.
- Costs for water, permitting, and other City requirements for fire hydrant use to fill the water tank will be the responsibility of the CM/GC.

102.5.4. Test Infiltration Basin Construction. Consultant will coordinate with the CM/GC who will excavate a 50-foot by 50-foot infiltration basin to a depth of one (1)-foot bgs. Consultant will coordinate with the CM/GC who will oversee the placement of an energy diffusion system (rip-rap) at the location where water discharges to the basin to minimize turbidity during the test. and install a temporary shallow piezometer in the center of the basin in an attempt to monitor groundwater mounding directly below the basin during the pilot test.

Consultant will install a temporary stilling well and staff gauge in the basin and equip the stilling well with a pressure transducer and datalogger to monitor the surface water level during the pilot infiltration test. The water level monitoring system will be equipped with remote communication capabilities to detect potential overflow conditions during the test. Consultant will oversee survey of the latitude, longitude, and elevation of the stilling well to facilitate comparison between water levels in the infiltration basin and monitoring well during the pilot infiltration test.

Consultant will download data from transducers immediately before the start of the test and review data and conduct shakedown testing of the remote monitoring system before the start of the test.

Assumptions:

- The infiltration basin will be excavated in three (3) days.
- The anticipated location of the infiltration basin will not require relocation due to utilities or obstructions.
- Excavation of the infiltration basin shall be completed by the CM/GC through an early work amendment (EWA).

102.5.5. 28-Day Infiltration Basin Pilot Test. The infiltration pilot test is planned to consist of discharging potable water from the nearest Mill City fire hydrant into the test basin for a minimum of fourteen (14) days and a maximum of twenty-eight (28) days, as required, at a rate of about 100 gallons per minute (gpm). Consultant will oversee installation of totalizing flow meters, shut off valves, hose ramps, and hosing by CM/GC to convey water

from the fire hydrant to the rip-rap area at the infiltration basin. Consultant will measure flow with totalizing flow meters at the hydrant and at the entrance to the basin and measure groundwater levels and surface water levels using pressure transducers and hourly to daily manual measurements (depending on the phase of the test).

Prior to the test, Consultant will measure baseline groundwater elevations and reprogram the pressure transducers in monitoring wells GM1-MW1, GM1-MW2, GM1-MW3, and GM1-MW4 to record aquifer response during the pilot infiltration test.

Consultant will oversee the first twelve (12) hours of the test to observe water level trends and refine the flow rate. For the remainder of the first week, Consultant will conduct a daily field visit to measure the water level in the pilot infiltration basin, the temporary piezometer, and at groundwater monitoring wells GM1-MW1, GM1-MW2, GM1-MW3, and GM1-MW4. Transducer data will be downloaded and reviewed.

For each additional week of testing, Consultant will visit the infiltration basin site three (3) times per week and measure groundwater elevations in monitoring wells GM1-MW-1, GM1-MW2, GM1-MW3, and GM1-MW4, and download and review transducer data. Consultant will recommend duration of test that will allow understanding of the mounding that will occur. Based on mounding simulations, extending the test past fourteen (14) days (Week 2) may be necessary if aquifer permeability is lower than expected. Extending the test will incur additional fees for water use from the City of Mill City, and regular check-ins to manually measure water levels. Consultant estimates that the maximum time the test will need to run is 28 days.

Consultant will check transducer condition (battery and memory) during each site visit and maintain transducers as needed. Consultant will evaluate data and assessment of aquifer response based on the data that are collected on a daily basis.

At the conclusion of the test, Consultant will allow transducers to continue running for two weeks to monitor, assess data, and evaluate recession of the groundwater mound. Consultant will visit the site two weeks after conclusion of the test and conduct a transducer download. Consultant will support the CM/GC who will oversee backfilling of the infiltration basin with the excavated soils, and the temporary piezometer and stilling well will be removed.

Assumptions:

- Mill City water costs will be included in the CM/GC EWA scope of work and will not exceed $17,085 during Weeks 1 and 2 (Days 1 to 14) of the test and will not exceed $8,500 per week for Weeks 3 and 4 (Days 15 to 28).
- Consultant will conduct site visits three (3) times per week during Weeks 3 and 4 for a total of six (6) visits.
- Consultant will be responsible for obtaining permits required for Infiltration Basin Pilot Testing. Applicable permit fees will be paid by Owner.
- CM/GC will be responsible for coordination with the City, permits, backflow prevention, meters, and other City requirements for using the fire hydrant.

- There will be no constraints on getting meters or approvals for the potable water from the City of Mill City.
- CM/GC will be responsible for turning water on at fire hydrant and monitoring its flow for the duration of the infiltration basin pilot test.

102.5.6. Analysis and Reporting. Consultant will use data collected during the pilot test to calibrate the MOUNDSOLV model to the observed mounding. Specifically, model input parameters will be adjusted to achieve a better match between predicted and observed mounding during infiltration. After the MOUNDSOLV model has been calibrated to the pilot test, the calibrated model will be run under conditions representing the planned infiltration basins design and 2045 effluent generation rate.

Consultant will evaluate implications of the testing results on the recently-issued DEQ guidance for implementation of the U.S. Supreme Court's Maui Decision.
The pilot test methods, results, and MOUNDSOLV simulations will be documented in a technical memorandum. The technical memorandum will include plots of water level versus time in the monitoring wells and stilling well, a detailed narrative of the testing procedure, a figure showing well and infiltration basin locations, comparison of the results to previous work at the site, professionally-drafted boring logs summarizing the soil types that were encountered during test pit and monitoring well drilling, and a groundwater elevation contour map at various times during the infiltration test showing horizontal hydraulic gradient and groundwater flow direction.

Assumptions:

- Technical memorandum comments can be incorporated over a single review cycle.
- The Department of Environmental Quality (DEQ) will not provide comments on the technical memorandum.

Deliverables:

- Draft technical memorandum for review by the Project Team.
- Final technical memorandum that incorporates Project Team comments.

102.5.7 Tracer Test Planning. Consultant will conduct a tracer test to: (1) estimate groundwater travel time between the infiltration basins at Site GM1 and the Santiam River and (2) estimate solute attenuation by dispersion. The objective of this task is to develop a scope of work, schedule, and cost estimate for the tracer test.

Consultant will complete the following as part of this task:

- Conduct three (3) meetings with Project Team, including legal counsel, to confirm tracer test objectives and provide input.
- Evaluate options for tracers and develop a recommendation for a tracer. This task will include a review of tracer tests conducted by the U.S. Geological Survey in Maui.
- Determine construction and locations for downgradient monitoring wells to monitor tracer concentrations and determine the number of wells.

- Develop a list of needs for conducting the tracer test (e.g., water, equipment, staging, power) and develop a schedule for conducting the test. Develop schematic diagrams for the tracer injection system.
- Develop a cost estimate for implementing the tracer test.
- Reporting.

Assumptions:

- Technical memorandum comments can be incorporated over a single review cycle.
- The Department of Environmental Quality (DEQ) will not provide comments on the technical memorandum.
- Meetings with Project Team will be virtual.

Deliverables:

- Draft technical memorandum summarizing the scope of work, schedule, and cost estimate for conducting a tracer test.
- Final technical memorandum that incorporates Project Team comments.

102.5.8 Mill City and Gates MWTF - Monitoring Well Construction. Up to 7 (seven) new monitoring wells will be constructed at the site of the Mill City and Gates MWTF. These new monitoring wells, along with three (3) existing monitoring wells, will be part of a monitoring well network designed to 1) monitor groundwater quality at the MWTF for compliance with a permit issued by the DEQ, and 2) monitor aquifer response (i.e., groundwater mounding) from infiltration facility operation.

102.5.8.1 Project Management. Includes project administration and management activities necessary to communicate progress to the project team, assist in team planning and preparation, coordinate with the subcontractor, manage budget, and schedule, and invoices.

Assumptions:

- Field work will occur in fall 2026.
- Project duration is six (6) months (including groundwater monitoring)
- Site visit fees and direct expenses associated with Task 102.5.8 are included in Task 102.5.9.

102.5.8.2 Field Work Planning.

- Health and Safety Plan. Develop a Health and Safety Plan (HASP) in general accordance with Occupational Health and Safety (OSHA) standards to cover Consultant staff during field work.
- Work Plan. Develop a work plan to guide field work activities (monitoring well construction and development).
- Utility Locating. Mobilize to oversee a clearing of locations by a utility locating contractor.

Assumptions:

- Work Plan will be reviewed by Project Team and will be finalized over a single review cycle.
- The HASP is an internal document that will not be subject to a team review cycle.
- Monitoring well locations will be staked by others prior to utility locating.

Deliverables:

- Draft Monitoring Well Construction Work Plan
- Final Monitoring Well Construction Work Plan

102.5.8.3 Monitoring Well Drilling, Construction, and Development:

- Consultant will coordinate construction of up to seven (7) groundwater monitoring wells at select locations using sonic drilling techniques. Monitoring wells will be constructed of 2-inch diameter Schedule 40 PVC and will be finished as an above-ground completion with three bollards. Monitoring wells will include a 10-foot slotted PVC screen which will be centered at approximately the seasonal low groundwater level and will be drilled to at most 35 feet below ground surface (bgs). During drilling, a Consultant geologist will continuously log soils in general accordance with the USCS visual-manual method.
- Monitoring Well Development. Monitoring wells will be developed by Consultant using a pump with a surge block in general accordance with EPA standards.
- Monitoring Well Instrumentation. After well construction, Consultant will instrument monitoring wells with non-vented pressure transducers. A baro-logger will be installed at the site to correct for barometric effects.
- Surveying. Surveyor to conduct a survey of monitoring well elevations and measure groundwater elevations. Wells will be surveyed into State Plane, Oregon North Zone 3601 NAD83 horizontal coordinates and NAVD88 vertical coordinates by an Oregon-licensed surveyor.

Assumptions:

- A total of up to seven (7) monitoring wells will be constructed; monitoring wells will be no deeper than 35 feet.
- Monitoring well locations will be accessible by tracked sonic drill rig.
- Monitoring well locations will be staked by CM/GC.
- Drill cuttings can be spread on the ground (i.e., do not need to be containerized and hauled offsite).
- No new pressure transducers need to be purchased; Consultant will utilize pressure transducers previously purchased by Owner.
- No concrete cutting or drilling through concrete will be required.
- Above-ground well completions will meet Oregon Administrative Rules.

102.5.8.4 Baseline Groundwater Level Monitoring

- Consultant is currently monitoring groundwater levels at three existing monitoring wells located at the MWTF. Consultant will collect groundwater elevations and download water level data from the transducers at the newly-installed monitoring wells and include them in the appropriate water level monitoring report.

Assumptions:

- The site and all wells are accessible.
- Groundwater data will be provided as part of the water level monitoring report.
- Groundwater levels will be monitored in July, September, and December 2026.

102.5.8.5 Data Analysis and Reporting

- Consultant shall prepare a technical report summarizing field work including monitoring well construction and development.
- Monitoring Well Construction Report will document field work and tabulate and interpret baseline groundwater level data.

Assumptions:

- Draft Monitoring Well Construction Report will be reviewed by Project Team and will be finalized over a single review cycle.

Deliverables:

- Draft Monitoring Well Construction Report
- Final Monitoring Well Construction Report

~~Tracer Test (Contingency Task). Consultant will conduct a tracer test at proposed infiltration basin at Site GM1 in Mill City, Oregon. The proposed tracer study is intended to support ongoing evaluation and analysis for infiltration of advanced treated wastewater from the communities of Mill City and Gates.~~

~~*Assumptions:*~~

- ~~The number of meetings and site visits anticipated are provided in the tasks below. If these meetings and technical consultations result in work scope modifications, such modifications are not included or budgeted within this scope.~~
- ~~Access to the subject property and negotiations with the property owner and/or tenants will be arranged by the Consultant and all fieldwork (except for the seven (7) day tracer introduction period) can be conducted during normal business hours.~~
- ~~Unimpeded access to the work locations will be available, including no conflicts with overhead power or underground utilities.~~
- ~~Consultant assumes field activities can be accomplished within the number of days outlined for each task. This includes mobilization and fieldwork. Consultant will attempt to schedule field work to avoid significant weather events where possible. However, if weather impacts~~

projected mobilization costs or the overall project schedule, this may result in additional fees. Project Team will be kept informed if there are unanticipated weather delays.

- Owner will provide information which they have available regarding the presence of underground utilities within the study area. A public utility locate notification will be conducted, and Consultant will contract a private utility locator to identify and avoid subsurface utilities at the proposed excavation location. Consultant will not be responsible for damage to subsurface utilities not identified prior to initiating work.
- Ground-disturbing activities will not impact protected natural and cultural resources such as wetlands and waterways, critical habitat, archeological sites, and historic properties and structures. Required local, state, and federal environmental permits and clearances will be provided under other sections of this Contract.
- All fieldwork can be performed using standard personal protective equipment and procedures (Level D).
- Deliverables will require only one (1) review cycle, and the scope of work outlined in the tasks below will be utilized for the development of the workplan. If significant changes are made to the scope, this may impact costs. Following issuance of the final technical memorandum, if information is subsequently provided to Consultant that warrants revisions or amendments, the additional work will be charged on a time and materials basis.
- Consultant's work product is intended for use by Owner and is not intended for reliance by third parties unless otherwise specified in this scope of work. If requested by the Owner, a reliance letter will be reviewed and considered by Consultant. Completion of a reliance letter may be subject to an additional fee.

102.5.8.1 Project Management and Pre-Field Work Preparation.

Consultant Responsibilities:

- Develop a work plan for the tracer study that outlines the methods for excavating a tracer solution introduction basin, preparation and introduction of the tracer solution (including diagrams), instrumentation and methodology for monitoring the tracer study, analytical methods, and project schedule.
- Develop a Health and Safety Plan (HASP) to cover the fieldwork.
- Oversee a utility locating contractor to clear excavation locations of subsurface utilities and mark excavation limits.
- Hold three (3) one-hour, virtual meetings during the project to coordinate with Project Team.
- Coordinate field schedule with subcontractors and equipment suppliers, and coordinate with the Mill City to obtain water for the field work.
- Provide periodic email updates to the project team on the status of the tracer study.
- Review and compile data from previous field investigations at the site and refine the tracer monitoring program as needed.

Assumptions:

- Work Plan comments can be incorporated over a single review cycle.

Deliverables:

- Draft Work Plan for review by the Project Team.
- Final Work Plan that incorporates Project Team comments.

102.5.8.2 Basin Construction, Instrumentation, and Tracer Introduction. This task will involve construction of a tracer introduction basin, deploying monitoring instrumentation, and controlled introduction of the tracer solution into the basin.

Consultant Responsibilities:

- Confirm selection of the tracer and solution strength to be used in the tracer study through review of published studies and evaluation of onsite geochemical data. Preliminarily, chloride (in the form of sodium chloride) has been identified as an appropriate tracer with a target concentration of 70 milligrams per liter (mg/L).
- Procure a subcontractor to assist with construction of the tracer introduction basin and mobilization of equipment to the site to conduct the tracer study. Anticipated equipment will include five, 20,000-gallon capacity water storage and tracer mixing tanks, piping and valving, tracer solution and mixing equipment, flow regulation and other necessary equipment.
- Oversee utility locates prior to basin construction.
- Oversee excavation of a 50-foot by 50-foot tracer introduction basin to a depth of 2 foot below ground surface. An energy diffusion system (rip-rap) will be placed at the location where tracer solution discharges to the basin to reduce turbidity during the tracer introduction period.
- Install a temporary stilling well and staff gauge in the basin and equip the stilling well with a Solinst Levelogger 5 Model M10 pressure transducer and datalogger to monitor the surface water level during introduction of the tracer solution. Barometric pressure will be monitored with a Solinst Barologger 5.
- Procure and install InSitu Aquatroll Model 600 down-hole water quality sondes capable of providing continuous measurement of water level and chloride (and/or total dissolved solids [TDS]) in up to six (6) monitoring wells and one surface water location (Santiam River). The instruments will be programmed to record water level and tracer-related parameters to assess solute breakthrough over time.
- Conduct shakedown testing of the tracer introduction equipment and monitoring systems before the start of the test.
- Download data from transducers and water quality sondes immediately before the start of the test and review data to assess background conditions.
- Execute the introduction of the tracer solution into the basin. The tracer solution will be introduced into the basin continuously (24 hours per day) for seven (7) consecutive days. Coordinate full-time oversight by the subcontractor to maintain tracer solution mixing and full-time monitoring during the tracer introduction period. Consultant will conduct daily site visits during the tracer introduction period, and provide frequent updates to the Project Team. The concentration of tracer in discharge from the mixing tanks will be monitored continuously with an InSitu Aquatroll 600 sonde.
- Demobilize equipment associated with the tracer solution introduction and backfill/restore the tracer introduction basin.

Assumptions:

- The tracer introduction basin will be excavated in two (2) days and excavated material can be stockpiled onsite for later use as backfill of the basin.
- The anticipated location of the infiltration basin will not require relocation due to utilities or obstructions.
- Water required for the preparation of the tracer solution can be obtained from a nearby fire hydrant, and the cost of water required to support the testing will not exceed $700.
- There will be no constraints on getting meters or approvals for the potable water from the City of Mill City.
- Infiltration rates in the tracer introduction basin will support delivery of the tracer solution at approximately 12 gallons per minute (gpm) continuously over a seven (7) day period.

102.5.8.3 Tracer Monitoring.

Consultant Responsibilities:

- For the first four (4) weeks following the tracer introduction period, conduct weekly site visits to download data from the down-hole sonde instruments. The relatively high frequency of initial site visits is intended to confirm that the monitoring instrumentation is working as designed.
- Following the first month, conduct monthly site visits to download data from the down-hole instruments. During each visit, check instrument condition including battery and memory, and maintain monitoring equipment as needed. Following each data collection event, update summaries of tabulated data and provide data updates to the Project team. Based on the preliminary understanding of groundwater flow velocities, we anticipate up to fifteen (15) monthly visits may be required to capture the breakthrough characteristics of the tracer solution as it migrates through the shallow aquifer towards the Santiam River.
- Following completion of the monitoring period, remove instrumentation from the array of monitoring points.

Assumptions:

- Based on observations during the tracer study, Consultant may recommend extending the study to better understand the nature of solute movement and attenuation at the site. Extending the study will incur additional Consultant labor for periodic site visits (for downloading data).
- The direction of groundwater flow from the tracer introduction basin and the Santiam River is northwesterly, and the array of existing/available monitoring wells are adequately located to characterize solute migration (i.e., the installation of additional monitoring wells is not required to support the tracer study).
- Consultant will conduct daily site visits during the seven (7) day tracer injection period.

- ~~Consultant will conduct site visits once per week during the first four (4) weeks following introduction of the tracer solution.~~
- ~~Consultant will conduct site visits once per month for up to fifteen (15) months following introduction of the tracer solution.~~
- ~~Project meetings for the purpose of tracer study updates will be virtual.~~

~~102.5.8.4 Analysis and Reporting Consultant will prepare a technical memorandum documenting the data collected and analysis completed as part of the tracer study.~~

~~*Consultant Responsibilities:*~~

- ~~A description of the methods and equipment used to introduce the tracer solution, and a discussion of the total mass and concentration of solute introduced.~~
- ~~Tabulated data, figures, and plots illustrating the measured solute concentration over time in the array of monitoring points used to support the study.~~
- ~~A discussion of the analytical methods used to evaluate the fate and transport of the tracer solution, and associated attenuation parameters and aquifer parameters.~~
- ~~Estimates of bulk-scale and pore-scale groundwater flow velocities and dispersivity coefficients based on the data analysis.~~
- ~~A discussion of the tracer study results in the context of anticipated attenuation of wastewater-related constituents for a full-scale rapid infiltration basin (RIB) at the expanded wastewater facility.~~

~~*Assumptions:*~~

- ~~Memorandum comments can be incorporated over a single review cycle.~~
- ~~The Oregon Department of Environmental Quality will not provide comments on the technical memorandum.~~

~~*Deliverables:*~~

- ~~Draft technical memorandum for review by the Project Team.~~
- ~~Final technical memorandum that incorporates Project team comments.~~

102.5.9 Mill City and Gates MWTF - Monitoring Well Construction ~~Tracer Study~~ Fees and Direct Expenses

Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with the monitoring well construction ~~Tracer Study~~, including:
  - Driller
  - Surveyor
  - Pump and equipment rental
  - Utility locator
  - Mileage and travel expenses
  - ~~Tracer study equipment and instrumentation~~
  - ~~Utility locates~~
  - ~~Excavator~~
  - ~~Water charges~~
  - ~~Travel expenses~~

102.5.10 Groundwater Monitoring Plan. Schedule D, Condition 10 of the National Pollutant Discharge Elimination System (NPDES) permit for the Mill City and Gates MWTF, requires that a Groundwater Monitoring Plan be prepared prior to facility operation. The plan must meet requirements in Oregon Administrative Rules (OAR) 340-040-0030 and be prepared by an Oregon-registered geologist. Consultant shall prepare the Groundwater Monitoring Plan as follows:

- Provide a brief overview of the OAR and permits that guide the content of the Groundwater Monitoring Plan.
- Develop figures and a text narrative describing the infiltration facility and monitoring well locations.
- Develop an overview of the geology and hydrogeology of the site, including geologic units that are present, geologic unit thicknesses, groundwater flow directions, seasonal variations in groundwater flow directions, hydraulic gradients, and aquifer properties, including compilation of existing geologic cross sections and groundwater elevation contour maps.
- Prepare a discussion of the groundwater monitoring well network at the facility, including well locations, well construction, techniques that were used to install and develop the wells, and procedures for well decommissioning/abandonment (if needed).
- Develop a sampling and analysis program that describes record keeping and chain-of-custody (COC) procedures, regular well condition assessment, field instrument calibration, groundwater sampling procedures, sample naming convention, equipment decontamination procedures, sample packing and shipping procedures, analytes that will be sampled, the sampling schedule, analytical methods, and quality assurance procedures (field and lab).
- Develop text about reporting procedures and data analysis.
- Prepare a draft Groundwater Monitoring Plan for review by Project Team.
- Submit the draft Groundwater Monitoring Plan to DEQ and finalize the Groundwater Monitoring Plan based on DEQ comments.

Assumptions:

- Draft Groundwater Management Plan will be reviewed by Project Team and will be finalized over a single review cycle.
- A total of eight (8) hours of a Consultant hydrogeologist's time is assumed for incorporation of DEQ comments.
- High level overview of Mill City and Gates MWTF rapid infiltration design will be developed and provided by Consultant and adapted to the Groundwater Monitoring Plan.

Deliverables:

- Draft Groundwater Monitoring Plan for Project Team review.
- Draft Groundwater Monitoring Plan for DEQ review.
- Final Groundwater Monitoring Plan

Task 102.6 – Response to DEQ Modeling Report Comments

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant shall address the comments from DEQ dated January 16, 2024, made in response to Consultant's technical memorandum titled "Evaluation of the Environmental Fate of Residual Pollutants from an Advance Treated Wastewater Infiltration System, Mill City, Oregon," in accordance with the Consultant's response letter dated February 26, 2024.

Consultant Responsibilities:

102.6.1 Project Management. Prepare for and attend bi-weekly meetings, starting April 2024 and through December 2024. Prepare monthly invoices from April 2024 through December 2024. As needed client communications, staff, subcontractor, and project management. Prepare for and attend two onsite meetings in Mill City, Oregon.

Deliverables:

- Monthly invoices with a cover letter summarizing completed activities.

102.6.2 The Technical memorandum dated November 16, 2023 documents fate and transport simulations for toluene, di(2-ethylhexyl) phthalate (DEHP), and nitrate. The simulations were based on a modeling code (BIOSCREEN) that does not account for background concentrations of pollutants in the aquifer. Therefore, while the BIOSCREEN modeling simulations are accurate for toluene and DEHP (which are not present in background groundwater), the simulations only approximate nitrate concentrations [because nitrate is present at a background concentration of about 1 milligram per liter (mg/L)]. The County would like to conduct additional nitrate attenuation simulations using a modeling code that can account for background nitrate in groundwater and therefore more accurately simulate nitrate attenuation. In addition to using a different modeling code to simulate nitrate attenuation, this task addresses Comment 1 in DEQ's January 16, 2024 email:

"1. *Sensitivity analysis – DEQ would like to see a sensitivity analysis of the hydrogeological modelling between the proposed rapid infiltration basins and the river. For example, what if the highest or lowest measured hydraulic conductivity is more representative than the average? What if the volumes of effluent were half or double, or the nitrate concentration in the effluent is different (e.g., 10 mg/L or 20 mg/L, etc.)?"*

This task involves: (a) conducting additional nitrate fate and transport simulations using the U.S. Geological Survey (USGS) modeling code MODFLOW, (b) performing sensitivity analyses on the MODFLOW nitrate simulations as requested by DEQ, and (c) performing sensitivity analyses on the previous BIOSCREEN simulations for toluene and DEHP as requested by DEQ. This task will consist of the following activities:

102.6.2.1 Consultant will construct a numerical groundwater flow model using MODFLOW, including model grid and layers, assigning model input parameters, model boundary conditions (river, recharge, etc.) determining initial groundwater elevations, and calibration of the model to observed groundwater elevations. Modify the model to simulate the fate and transport of nitrate in groundwater and calculate nitrate concentrations in groundwater at: (a) the downgradient property boundary and (b) the Santiam River. Conduct sensitivity analyses on hydraulic conductivity, volume of recharge, and concentration.

102.6.2.2 Consultant will conduct a sensitivity analysis on the BIOSCREEN simulations of toluene and DEHP date and transport, including varying the values of hydraulic conductivity, the volumes of effluent, and the concentration of nitrate.

102.6.2.3 Consultant will develop a report documenting the modeling simulations for review and comment by DEQ.

Assumptions:

- Up to twenty-four (24) hours are assumed to address comments from DEQ on the modeling. Additional time required to respond to DEQ will be addressed under a separate amendment.
- The report can be finalized based on a single review cycle from the Owner.

Deliverables:

- Draft modeling report with Project Team comments incorporated for review by Owner.
- Final modeling report with Owner's comments incorporated for review by DEQ.

102.6.3 Beneficial Groundwater Use Elevation. This task addresses Comment 3 in DEQ's January 16, 2024 email:

"3. Investigate beneficial uses downgradient and near the proposed treatment system location. Will the rapid infiltration basin impact water quality in the nearby drinking water wells? Will pumping of nearby wells impact the flow of treated wastewater?"

Consultant will conduct the beneficial water use determination in accordance with DEQ's 1998 guidance document "Guidance for conducting Beneficial Water Use Determinations (BWUDs) at Environmental Cleanup Sites." This task is comprised of the following activities:

102.6.3.1 Assess the "Locality of the Facility" for the groundwater use survey of the BWUD based on the nitrate contaminant fate and transport modeling and hydrogeologic investigation at the site.

102.6.3.2 Evaluate if pumping of nearby wells will impact the flow of treated wastewater after collecting additional data about the types of wells that are present near the infiltration facility.

102.6.3.3 Summarize the hydrogeologic setting of the site, including:

a. Summarize regional geology and hydrogeology, including, if available, background water quality; recharge and discharge mechanisms; available water yield; aquifers and aquitards; and aquifer properties (transmissivity, leakage, storativity, groundwater gradient, groundwater flow direction, and characteristics of surface water bodies).
b. Summarize local geology and hydrogeology, including background water quality; water availability; flow direction; gradient; aquifers and aquitards; and connectivity of the aquifer to surface water.
c. Construct a geologic cross section along the groundwater flowpath showing geology based on monitoring wells and test pits at site GM1.

102.6.3.4 Evaluate the current and reasonable likely future beneficial water uses in the locality of the facility, including:

a. Evaluate existing groundwater uses with a groundwater use survey within the locality of the facility consisting of a door-to-door survey, identification of properties without connection to City water, identification of properties that are suspected to have unregistered water wells, a search of Oregon Water Resources Department water well databases.
b. Complete a surface water use survey for recreational uses of surface water based on conversations with the Oregon Department of Fish and Wildlife and the City of Mill City.
c. Evaluate reasonably likely future beneficial groundwater uses based on land use; current and historic water use (e.g., public connection); trends in water use, water rights considerations and water supply availability; federal and state regulations, and population projections.
d. Develop a report summarizing the Beneficial Water Use Determination (BWUD) for submittal to DEQ.

Assumptions:

- Project team will utilize services of right-of-way agent to conduct the door-knocking survey within the locality of the facility and will provide Consultant with a spreadsheet summarizing the results of the property contacts.
- The City of Mill City will provide information about whether properties within the locality of the facility are connected to City water, and whether there are any properties suspected of having unregistered supply wells.
- DEQ comments on the BWUD report will be addressed under a separate amendment.

Deliverables:

- Draft BWUD report with Project Team Project Team comments incorporated for review by Owner.
- Final BWUD report with Owner's comments incorporated for review by DEQ.

102.6.4 Seasonal Water Level and Nitrate Data Collection. This task addresses Comment 5 in DEQ's January 16, 2024 email:

"5. Continue to collect seasonal water level and nitrate data to better understand the seasonal variability in background groundwater."

This task is comprised of the following activities:

102.6.4.1 Conduct quarterly site visits for a year (from March 2024 through March 2025) to site GM1 to download transducer data from the five (5) site monitoring wells and one (1) barologger.

102.6.4.2 Manage data, develop data tables, update plots, develop groundwater elevation contour maps for each quarter.

102.6.4.3 Develop a brief technical memorandum with water level plots and groundwater elevation contours.

Assumptions:

- The brief technical memorandum will not undergo a review cycle.
- Analytical costs for nitrate are included in the fee for Task 102.6.5.

Deliverables:

- Brief technical memorandum with water level plots and groundwater elevation contours.

102.6.5 Modeling of BOD, pH, TSS, and TDS. This task addresses Comment 4 in DEQ's January 16, 2024 email:

"4. Is it possible to extend the modelling to include Biological Oxygen Demand and pH? What are the likely BOD, pH, TSS, and TDS coming out of the treatment system. Please model what the chemical concentrations will be near the river."

This task is a geochemical characterization program and geochemical modeling evaluation that will be implemented by a sub-consulting firm that specializes in geochemistry. The objective of the evaluation is to distinguish between wastewater quality at the point of discharge and along the groundwater flowpath at: (a) the property boundary and (b) the Santiam River. This task is comprised of the following activities:

102.6.5.1 Manage the project and attend meetings.

102.6.5.2 Review existing project documentation and available groundwater, geological, and wastewater quality datasets.

102.6.5.3 Evaluate soil quality based on the soil samples collected in March 2024 from the monitoring well GM1-MW4 boring. The samples will be analyzed for mineralogy, sequential extraction procedure (SEP), cation exchange capacity (CEC), total metals, and acid base accounting (ABA).

102.6.5.4 Develop an initial geochemical conceptual site model that includes the geochemical factors influencing transformation or dilution of pH, Biological Chemical Demand (BOD), total solids (TS), and total suspended solids (TSS) in treated water. Based on the geochemical conceptual site model, develop a detailed plan for further modeling activities and present it to the Project Team for review and comment.

102.6.5.5 Conduct modeling to evaluate changes in water quality and the geochemical reactions that are expected to occur as groundwater moves from the infiltration area to the property boundary and the discharge point near the Santiam River.

102.6.5.6 Prepare a technical memorandum summarizing a final geochemical conceptual site model and the results of the modeling.

Assumptions:

- The projected treated wastewater composition will be used for the geochemical models. If there are gaps in the projected wastewater composition, then raw wastewater data from Mill City's existing treatment system will be used.
- The Project Team can agree on the detailed plan for further modeling during a meeting, as opposed to a part of a formal review period that occurs outside of the meeting.
- A GIS layer showing the layout of the infiltration basins and future property boundaries will be provided to Consultant.
- A total of ten (10) soil samples and two (2) groundwater samples will be analyzed.

Deliverables:

- Draft modeling report with Project Team comments incorporated for review by Owner.
- Final modeling report with Owner's comments incorporated for review by DEQ.

102.6.6 Compliance Well Locations and Functional Equivalent Form. This task addresses Comments 6 and 7 in DEQ's January 16, 2024 email:

"6. Propose appropriate well location(s) for future compliance sampling. These locations also need to confirm directional flow of groundwater. What concentrations of nitrate (and possibly other parameters) at these locations would indicate a problem (above drinking water maximum contaminant levels [MCL] or above background)."

"7. Complete the functional equivalent form we sent you."

102.6.6.1 Work with the City and County to identify public property where monitoring well(s) could be installed and propose a well location and construction to the Project Team by email.

102.6.6.2 Complete the functional equivalent form based on information collected during earlier phases of the site GM1 investigation.

Assumptions:

- The functional equivalent form will be completed by the Project Team based on information provided by the Consultant.

102.6.7 Respond to DEQ Comments. Consultant will address initial DEQ comments on the following technical memoranda:

- Beneficial Water Use Determination
- BIOSCREEN Model
- Nitrate Model
- Geochemical Model
- Miscellaneous DEQ Comments

Assumptions:

- This budget assumes that no more than eight (8) hours of Principal Hydrogeologist time, sixteen (16) hours of Project Hydrogeologist time, and sixteen (16) hours of Staff Hydrogeologist time will be required to address each Technical Memorandum (up to five Technical Memoranda). Because Consultant has not received comments from DEQ, this budget is an estimate of the level of effort that will be needed to address comments. An amendment to this task may be required if DEQ comments warrant additional time or level of effort to address.

Task 102.7 – Additional Services

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

102.7.1 Per- and polyfluoroalkyl substances (PFAS) Sampling. Consultant will assess background concentrations of PFAS in groundwater, surface water and untreated wastewater in association with a rapid infiltration basin (RIB) pilot study at study area GM1 in Mill City, Oregon.

102.7.1.1 Raw Wastewater Sample Collection and Analysis. Consultant will collect one sample of raw (untreated) wastewater from the WPCF located adjacent to the GM1 Site, with the following specific activities:

- Correspond with Mill City staff for coordination and access to the existing WPCF.
- Collect one (1) raw (untreated) composite sample of wastewater influent from the existing WPCF, at the designated manhole location. An average or generally representative wastewater sample will be collected directly into laboratory-supplied containers in accordance with laboratory requirements and analyzed for PFAS using EPA Method 1633.

102.7.1.2 Surface Water Sample Collection and Analysis. Collect two (2) surface water samples from the North Santiam River to support the background PFAS assessment, with the following specific activities:

- Correspond with Mill City staff to coordinate access for the collection of surface water samples at upstream and downstream locations relative to the existing and proposed WPCF.
- Collect two surface water samples from the North Santiam River located upstream and downstream of the current WPCF drain field. These locations are also intended to reflect upstream and downstream locations relative to anticipated groundwater discharge from the proposed future RIB location, which is located relatively further from the river.
- Collect samples directly into laboratory-supplied containers in accordance with laboratory requirements. During sample collection, Consultant will measure and record field parameters at the sampling locations including temperature, pH, specific conductivity, turbidity and ORP using a calibrated field meter. During the sampling event, Consultant will employ equipment and additional measures to prevent cross-contamination of samples in general accordance with standard industry operating procedures.
- Submit the surface water samples for analysis of PFAS using EPA Method 1633.
- Obtain GPS coordinates of each surface water sampling location.

102.7.1.3 Groundwater Sample Collection and Analysis. Collect groundwater samples for PFAS evaluation using selected monitoring wells located (1) around the existing WPCF (Kimmel Park area), and (2) at a recently installed monitoring wells adjacent to the GM1 Site. Specifically, the monitoring wells to be sampled include:

- GM1-MW2 (monitoring well at the GM1 Site).
- GM1-MW3 (monitoring well at the GM1 Site).
- MW-2 (existing monitoring well at the current WPCF).
- MW-3s (existing installed monitoring well at the current WPCF).
- MW-4 (existing installed monitoring well at the current WPCF).

Consultant will perform the following activities for this task:

- Correspond with Mill City staff to coordinate access to the monitoring wells.
- Collect one groundwater sample from each of the five (5) monitoring wells. Consultant will conduct groundwater monitoring and sampling activities in accordance with industry standard operating procedures.
- Submit the surface water samples for analysis of PFAS using EPA Method 1633.

Deliverables:

- Documentation: Document the collection procedures and analytical results of wastewater, surface water and groundwater sampling in a technical memorandum that will be submitted to the project team. The technical memorandum will include a description of sampling activities, chemical analytical results, sampling locations, tabulated chemical analytical data, and other supporting documentation.

Assumptions:

- Laboratory fees for PFAS Sampling are included in Task 102.7.2.

102.7.2. PFAS Sampling Fees and Direct Expenses

Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with Task 102.7.1 – PFAS Sampling, including:
  - Laboratory fees for water quality sampling
  - Sampling equipment and instrumentation
  - Shipping
  - Travel expenses

102.7.3. Respond to City of Salem Comments:

102.7.3.1 Prepare written responses to the City of Salem's comments, dated April 18, 2024 (internal only).

102.7.3.2 Attend two (2) in-person meetings to discuss the City of Salem's comments, dated April 18, 2024.

102.7.3.3 Virtually attend bi-weekly meetings with the City of Salem from May 2024 through December 2024 (16 meetings)

102.7.4. Seep Sampling.

102.7.4.1 Collect up to nine (9) samples of spring water from the Santiam River riverbank and analyze them for nitrate, BOD, TSS, TDS, and pH.

Deliverables:

- Seep Sampling Technical Memorandum.
- Prepare brief data report summarizing laboratory results.

102.7.5. Seep Sampling Fees and Direct Expenses

Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with Task 102.7.4 – Seep Sampling, including:
  - Laboratory fees for water quality sampling

103 – LAND ACQUISITION AND RELOCATION SERVICES

Task 103.1 – Project Management and Administration

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

103.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

103.1.2 Coordination. Coordinate services to complete the land acquisition and relocation services task.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.

- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Project management budget assumes a task order schedule of up to 36 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 103.2 – Mill City and Gates Land Acquisition and Relocation Services

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Responsible for the oversight of land acquisition and relocation services in Mill City and Gates for the North Santiam Canyon Sewer Project (NSCSP) and the Detroit Downtown Commercial Septic Program as outlined in the tasks below. The subtasks included as part of Task 103.2 are based on the land acquisition and relocation Subconsultant's scope of work. The scope and fee provided are for the acquisition of up to thirty ~~fifteen~~ (30 ~~15~~) files.

Consultant Responsibilities:

RIGHT OF WAY (ROW)
Consultant shall conduct the ROW activities for all properties in accordance with the most current version of the following:

- Right of Way Services Agreement specific to the Project
- "ODOT Right of Way Manual"
- "ODOT Guide to Appraising Real Property"
- "ODOT Right of Way & Rail/Utility Coordination Contractor Services Guide"
- ORS 35, with reference to the "Uniform Appraisal Standards for Federal Land Acquisitions"
- Federal Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 (Uniform Act), as amended
- All other applicable laws, rules, and regulations

Consultant shall utilize all forms, spreadsheets, brochures, and pamphlets referenced in the "ODOT Right of Way Manual" or as provided by Owner.

103.2.1 Project Management and Landowner Liaison. Consultant shall track status for parcel files to be acquired for the County and provide weekly updates to the Project Team. Consultant shall meet with up to six (6) landowners of parcels identified as potential sites to assist with determining the suitability of the site. Consultant shall document all contacts with landowners in Report of Personal Interview (see Task 103.2.7). Consultant Project Manager will QC all deliverables prior to delivery.

103.2.2 Title Reports and Document Requests. Consultant shall prepare and assemble all title documents, including vesting deeds, necessary to accomplish acquisition of ROW for each impacted property. Consultant shall obtain preliminary title reports for all permanent takes. Consultant shall review preliminary title reports for complete documentation of title vesting and notify Owner and Consultant of any major title encumbrances.

103.2.3 Right of Way Programming Estimate. Consultant shall prepare a ROW programming estimate for use by Owner to program funds for property acquisition. The ROW programming estimate must include dollar amounts for the following items: Land & Improvements; Damages/Cost to Cure; Relocation; Demolition; Personnel & Administration; Legal & Contingencies and totals for all Items. The programming estimate must be submitted to the Owner and Consultant for review.

Consultant shall revise and re-submit programming estimate, incorporating comments received from Owner and Consultant.

103.2.4 Preliminary Activities/Donation Requests. Upon receipt of authorization to proceed with ROW Acquisition, Consultant shall set up ROW parcel files and deliver a General Information Notice ("GIN"), acquisition and relocation brochures, and a copy of the applicable portion of the ROW Acquisition map {marked Preliminary and showing the parcel(s) to be purchased} to all owners and occupant(s) of affected properties. Consultant shall send GIN by certified mail with proof of delivery kept in the parcel file. Mailing and delivery of GIN must be included in the Report of Personal Interview.

Consultant shall prepare and maintain a Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the GIN, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the Personal Interview.

103.2.5 Appraisal and Appraisal Review. Consultant shall use appraisers who are licensed or certified in the State of Oregon, competent in eminent domain appraising, and on ODOT's Qualified Appraisers List. Consultant shall provide the name(s) of the appraiser(s) to Owner prior to beginning work on this Task.
Appraisals will be full acquisitions. Consultant shall provide one real estate appraisal for each property or properties which constitute the "larger parcel" as described in the ODOT Right of Way Manual from which an interest is to be acquired. If identification of the larger parcel is problematic, Consultant shall resolve the issue in consultation with the Owner and ODOT.

All real estate appraisals provided by Consultant shall be prepared using forms or formats of, or approved by, Owner.

Consultant shall require appraisers to provide no less than fifteen calendar day's written notice to owners of a planned appraisal inspection and shall provide the property owner or designated representative, if any, an invitation to accompany the appraiser on inspection of the property for appraisal purposes. This notice must be done as provided in the ROW manual section, Opportunity to Accompany, and documented in the parcel file; mailing and delivery of 15-Day Notice must be included in the appraiser Report of Personal Interview.

Consultant shall perform independent desk reviews of appraisals. Consultant shall ensure that the same firm does not perform both the appraisals and the appraisal reviews. Consultant shall forward both appraisal and review to Owner for final approval.

Owner will establish just compensation for each property owner and will notify the Consultant.

Consultant shall continue documentation in the Report of Personal Interview for each file. The Report of Personal Interview must include proof of delivery of the written notice of appraisal inspection, date and place of contact, parties of interest contacted, a statement that brochures were delivered and explained, and record of other activities conducted during the appraisal.

103.2.6 Acquisition Services. All ROW must be acquired in the name of Owner. Consultant shall conduct negotiations, on behalf of Owner, in good faith and in compliance with all federal and state laws and regulations. Consultant shall conduct negotiations for acquisition of real property based on Appraisal Review and in accordance with the ODOT ROW Manual and all applicable state and federal laws and regulations.

Consultant is responsible for making the offer subject to clearing title encumbrances identified on the Preliminary Title Report. Fee owners' and contract purchasers' ownership interests must be cleared. When impacted by the taking, lessees' interests must also be cleared.

Consultant shall prepare and present to Owner the draft Offer Packets. The terms of offer for each property must:

- Be made on Owner letterhead, and
- Include Owner contact information

In addition to the terms of offer document specified above, these Offer Packets must include, but are not limited to, acquisition and relocation brochures, offer-benefit letter, acquisition and relocation summary statements, copy of appraisal, map of acquisition, instruments of conveyance, and W-9 form. Each Offer Packet must contain all components necessary to fully compensate the property owner for rights taken and to convey adequate rights to Owner in order to clear the ROW for the Project.

If possible, Consultant shall make offers in person, especially where the acquisition involves either a major impact to the property or the displacement of persons occupying the property. If this is deemed not possible, Consultant shall send via certified mail. Proof of delivery must be documented in the Report of Personal Interview and file.

Consultant shall make every reasonable effort to acquire the ROW expeditiously by negotiation. Consultant shall give property owners reasonable opportunity to consider the offer (statutorily 40 calendar days) and to present material the owner believes is relevant to determining the value of the property. Consultant shall attempt to negotiate an approved administrative settlement, but shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court or take any other coercive action in order to induce an agreement on the price to be paid for the property (49 CFR 24.102(h)).

- IF the OFFER is ACCEPTED, Consultant shall present a Final Report Packet covering the acquisition of ROW to the County for final approval, payment, conveyance of title and recording.
- IF a COUNTER OFFER is received, Consultant shall submit the proposed COUNTER OFFER (exceeding the estimate of just compensation) verbally to the county and if requested a justification letter and owner supplied supporting documentation to the County for approval. If accepted see above.
- If an acceptable agreement is not reached, Consultant shall prepare and submit a Recommendation for Condemnation.

Consultant shall maintain written Report of Personal Interview with property owners and tenants to document all verbal and written communication and events, such as: delivery of required notices, efforts to achieve amicable settlements, owner's suggestions for changes in plans, and responses to owner's counterproposals.

103.2.7 Relocation Services. If authorized, relocations shall take place in a timely manner in accordance with regulatory notification time frames and terms, and are completed following the Uniform Act, State law (ORS 35.500-35.530), the ODOT Right-of-Way Manual. If authorized, Consultant shall assess eligibility for up to one (1) residential relocation.
Consultant shall use the forms, formats and brochures in relocation advisory assistance and the preparation of relocation studies, reports and claims available on ODOT's ROW Guidance webpage (https://www.oregon.gov/ODOT/ROW/Pages/ROW.aspx).

Consultant shall inform Owner as soon as schedule issues are known, if applicable.

It is assumed there are no residential nor non-residential relocations. It is further assumed there is up to one (1) Personal Property Only Relocation.

Consultant shall, at a minimum, conduct the following relocation activities:

- Conduct occupant interviews, provide relocation advisory assistance and determine/present relocation benefits.
- Prepare relocation reports, studies, moving agreements and claims using Owner forms/formats and submit to Owner for review, approval and payment.
- Relocation studies required for presentation of benefits at the time of offer must be preapproved by Owner
- A Moving Agreement, pre-approved by Owner, must be on file prior to submission of relocation claims.
- Support and assist Owner with Relocation Appeals according to the Right-of-Way Manual
- Prepare and independently review for accuracy and compliance, relocation claims using Owner forms/formats, and submit claims to Owner for payment.
- Maintain Report of Personal Interview.

103.2.8 Condemnation Process Assistance (CONTINGENCY). After good faith effort has been made to acquire ROW at Marion County's determination of just compensation, if settlement with the property owner(s) is NOT reached, Consultant shall:

- Provide information and clarification to County in support of mediation and condemnation proceedings and assist property owner with any relocation according to the Consultant Services Guide.

Note: County will initiate condemnation proceedings if necessary.

For budgeting purposes, it is assumed that condemnation process assistance will be necessary on up to one (1) property.

103.2.9 ROW Certification. Consultant shall certify to County on the approved Certification form that:

- County has legal and physical possession of needed ROW.
- Relocation assistance has been completed for all displaced persons and businesses and that all displaced residential occupants have relocated and have been offered decent, safe and sanitary housing.
- All acquisition of ROW and relocation activities have been completed in full compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as currently amended as well as Oregon state laws, civil rights laws, and other applicable federal and state regulations and policies.

103.2.10 Funds from Task 103.3 Detroit and Idanha Land Acquisition and Relocation Services will be reallocated to Task 103.2 Mill City and Gates Land Acquisition and Relocation Services to support additional work in Mill City and Gates, including:

- Additional project management efforts due to length of acquisition process (three years) and additional support, in-person, and remote meetings during the negotiation process due to multiple revocations of access by the Property Owner.
- Right-of-Way Ownership Investigation. Obtain and review title reports for up to four (4) additional parcels along old Oregon Department of Transportation (ODOT) railroad in Mill City to clarify ownership.
- Beneficial Water Use Determination Survey. Consultant will contact and interview up to thirty-five (35) downgradient and adjacent property owners to identify/document uses of groundwater downstream of the proposed rapid infiltration basins.
- Right-of-Entry (ROE). Prepare and coordinate ROE Agreements for up to six (6) parcels in Mill City and Gates in order to complete environmental due diligence investigation.
- Temporary Construction Easement (TCE). Prepare and coordinate one (1) TCE Agreement to allow construction of temporary stormwater outfall and detention basin on Parcel 09S03E29-00-00200 in Mill City and use of Parcel 09S03E32-00-00100 as a construction staging area in Mill City.
- Support and coordination efforts for tree removal, lot line adjustments, purchase and sale agreement, amendment, delivery and notarization of plats and warranty deed.

Assumptions:

- Appraisal and appraisal review fees are based upon full acquisition, rural residential zoning. Fees may change due to complexity of the parcel details.

Deliverables:

- Provide monthly invoices electronically.
- Provide weekly project updates electronically to include notes on contacts with landowners.
- Provide up to twenty-two ~~fifteen~~ (22 ~~15~~) files Preliminary Title Reports and Title Documents.
- Provide Clearance Documents from Lenders and/or Lessees, as needed.
- Provide one (1) draft Programming Estimate for delivery electronically to Owner,
- Provide up to twenty-two ~~fifteen~~ (22 ~~15~~) files GINs, one (1) hard copy to each property owner and one (1) electronic copy each to Owner within 20 business days following NTP for the ROW acquisition phase.
- Provide proof of receipt for each GIN sent to each property owner and occupant(s) by sending Owner the return receipt card(s) or USPS tracking printout(s), and documenting delivery information in the Report of Personal Interview. If proof of delivery is not received from USPS, verbal confirmation of receipt by the owner/tenant must be documented in the Report of Personal Interview.
- Up to twenty-two ~~fifteen~~ (22 ~~15~~) files appraisal and appraisal review reports, electronically.
- Provide 15-Day Notice of Appraisal Inspection to each property owner within 8 weeks of NTP for the ROW acquisition phase.
- Provide Report of Personal Interview, including date and place of contact, parties of interest contacted, a statement that a 15-Day Notice of Appraisal Inspection was mailed and delivered, and record of other activities conducted during the Appraisal. The report must be submitted at the time of appraisal.
- Provide the following Appraisal and Appraisal Review documentation, as applicable, in electronic format for each file to Owner within 20 weeks of NTP for the ROW acquisition phase:
    - Appraisal report
    - Specialty reports, if necessary, prior to incorporation in appraisal reports.
    - 15 Day Notice of Appraisal inspection sent to each property owner.
- Provide up to twenty-two ~~fifteen~~ (22 ~~15~~) files Draft Offer Packets for review for each file to Owner
- Provide up to twenty-two ~~fifteen~~ (22 ~~15~~) files Final Offer Packets sent certified mail or delivered in person for each file.
- Provide up to twenty-two ~~fifteen~~ (22 ~~15~~) files Final Report Packets for each file for payment, conveyance of title and recording to Owner.
- If applicable, provide proposed counteroffers with justification information for review and approval to Owner.
- If applicable, provide Recommendation for Condemnation to Owner.
- Provide Report of Personal Interview to Owner.
- Submit studies, Move Agreements, and Estimates electronically to Owner for approval
- Submit Relocation claims electronically to Owner for payment
- Submit Relocation Closing Reports to Owner
- Provide Final Offer letter to property owner(s), with a copy to County as stated in the NTP for this contingency task.
- Provide ROW Certification form, one (1) electronic copy (email acceptable) to Owner no later than 12 weeks prior to Project bid date.
- Provide Title Reports for up to four (4) additional parcels along old Oregon Department of Transportation (ODOT) railroad in Mill City.

- Provide completed 'Property Owner Contact Form' from Beneficial Water Use Determination (BWUD) survey interviews.
- Provide up to twelve ~~six~~ (12 ~~6~~) executed ROE Agreements between Owner and various property owners.
- Provide up to one (1) executed TCE Agreement between Owner and Property Owner.

Task 103.3 –[REMOVED]

104 – FINANCIAL ADVISORY SERVICES

Task 104.1 – Project Management and Administration

Consultant Responsibilities:

104.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

104.1.2 Coordination. Coordinate services to complete the permitting and subsurface investigations.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at project meetings may be virtual.
- Project management budget assumes a task order schedule of up to 24 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 104.2 – Financial Advisory Services

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

104.2.1 Advisory Services. Consultant shall provide, upon request, advisory services related to the North Santiam Canyon Sewer Project. This consultation shall be provided on a time and materials basis, and it shall include attendance at meetings, writing of memos or presentations, or communication via phone or email in support of the project decision-making.

104.2.2 Financial Plan. Consultant shall update rate model and monthly cost per EDU for two project phases and build year-by-year model of costs and revenues. Consultant shall prepare presentations and technical memoranda of business case model and year-by-year model results for meetings with project stakeholders.

Owner Responsibilities:

- Provide meeting space for project meetings.

Assumptions:

- Attendance at project meetings may be virtual.

Deliverables:

- Business Case Technical Memorandum
- Business Case Presentation
- Draft and Final Financial Plan

105 – PUBLIC RELATIONS

Task 105.1 – Project Management and Administration

Consultant Responsibilities:

Consultant will assist in improving Owner's communication and outreach to the community, local governments, residents, businesses, and other key stakeholders regarding the Project.

105.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

105.1.2 Coordination. Coordinate services to prepare and carry out the Communication and Engagement Plan.

105.1.3 Land Use Planning. Provide review and support of land use applications.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Attendance at internal project meetings may be virtual. Assume participation in meetings approximately three (3) to five (5) times per month, including one (1) standing meeting per month and additional meetings specific to individual project activities. This may include NSSA Board meetings (see Task 105.2)
- Project management budget assumes a public relations campaign of up to 36 months.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.

Task 105.2 – Communications and Engagement Planning and Implementation

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)
Consultant Responsibilities:

105.2.1. Communication and Engagement Plan

The Consultant will develop and carry out a Communication and Engagement Plan to track and monitor communications throughout the Project. This plan covers scheduled written and oral communications, responses to unsolicited requests for information, the frequency of the scheduled communications, and the person(s) responsible for providing the information. The Plan will build on information in this Scope of Work and the North Santiam Sewer Authority (NSSA) Communications Plan prepared by the Mid-Willamette

Valley Council of Governments. It will be updated as needed to adjust to evolving project needs, audiences, messages, communication channels, outreach tools, and direction from the Project Team and NSSA Board.

Services under the Communication and Engagement Plan shall include the following:

a. Frequent content creation for multi-media and traditional print platforms including but not limited to: news releases, digital releases, event boards, photography, video, talking points, speeches, and Frequently Asked Questions.
b. Multi-media platform management for County and NSSA to include timely uploading of announcements to websites and digital media; videos, articles, and photos of project events; other digital media such as live video streams of construction sites.
c. Training for staff and elected officials in verbal and written communication norms specific to the Project needs.
d. Special public outreach projects and other public relations/communications functions as determined by the County.
e. Services and tasks as outlined in Attachment A of the "North Santiam Sewer Canyon project Communication and Engagement Plan" prepared by the Mid-Willamette Valley Council of Governments.
f. Support the County Board of Commissioners and NSSA Board to enhance communication regarding project related topics.
g. Support as directed by the Council of Governments' NSSA project manager outlined in Attachment B of the "North Santiam Sewer Canyon project Communication and Engagement Plan" prepared by the Mid-Willamette Valley Council of Governments.
h. Staffing of digital events such as webinars, and public body presentations on virtual chat applications and social media platforms.
i. Staffing of in-person events such as town halls, open houses, city council presentation, and kick-off meetings.
j. Assistance with staff and elected officials' efforts to communicate with community members.

Assumptions associated with these services are provided in more detail in the following subsections.

105.2.2 Communications Channels. The Consultant will utilize various formal and informal channels to engage with the community and support the Owner in internal and external communications related to the Project including the following.

a. Status Reports. A variety of status reports will be produced during the project. The status reports will be produced at regular intervals to provide stakeholders with project information on the status and progress of the Project. At a minimum the reports will contain project status on major activities, project schedule, simplified budget and cost tracking, status of action items, if applicable, and a one-month lookahead. The intent of the status reports is to inform stakeholders of the project's progress and keep them actively involved in the project. The information provided will contain enough detail to allow stakeholders to make informed decisions relevant to their role in the Project.
b. External Communication. In addition to the ongoing communications program of the district, the Project will produce information, signage, content for digital and social platforms, webcams on the construction sites, events, and reports to the external

stakeholders. The look and feel of these publications will be designed to match the informational materials produced by the NSSA.

c. News and Print Media. Consultant will assist the Owner in reaching out to media outlets to coordinate scheduled and unscheduled informational releases, public notices, and interviews with the appointed Owner spokesperson; and to assist in preparing written and verbal narratives and graphics in support of same. Consultant is not permitted to communicate directly with the media unless prior approval or direction has been granted from the Owner or designee.
d. Public Inquiries and Public Records Requests. Owner will respond to public records requests made in writing, in accordance with Marion County public records process. Where needed, Consultant will coordinate with and support the Owner by preparing draft narratives in response to these requests.

Owner Responsibilities:

- Provide meeting space for project meetings.
- Provide input and review of all draft and final deliverables.

Assumptions:

- Budget for this item assumes a public relations campaign of up to 18 ~~36~~ months.
- Informational materials to include:
  - Document Templates, including the following:
    - MS PowerPoint (PPT) Template: Consultant will design a PPT cover slide, background slide, divider slide, and a standard text-with-imagery slide.
    - Report Template: Consultant will design a project report template in Adobe InDesign. The template will include text, icons, photos, and tables, and be two-to-five pages in length.
    - Flyer Template: Consultant will design an 8.5-inch x 11-inch flyer template in Adobe InDesign. The template will include text, photos, and callout graphics.
    - Event Board Template: The template will be designed as an event board template in Adobe InDesign. It will be approximately 24-inches x 36-inches (or similar). It will include a masthead and possible footer. The board will include the option to insert infographics, spot illustrations, icons, text, graphs, and photos into the template frame.
  - Talking points – address specific project issues, status, and activities; assume monthly preparation of updates.
  - Emails announcements and updates – note progress on specific tasks, upcoming activities within a given community, upcoming NSSA meetings, opportunities to comment on project decisions or recommendations, monthly on average.
  - Meeting Flyers; assume approximately four (4) ~~eight (8)~~ flyers.
  - Media Releases: assume quarterly on average six (6) ~~twelve (12)~~ media releases.
  - Videos: assume one per year on average two (2) ~~three (3)~~ videos.
  - Meeting presentation materials (for approximately four (4) ~~eight (8)~~ meetings).
- Virtual attendance at bi-monthly general project meetings to remain up to date on project status.
- Attendance at monthly NSSA meetings which may be virtual or in-person. Support for NSSA meetings to include:
  - Technical advice regarding meeting agendas and communications in preparation for meetings.
  - Attend selected meetings as needed; assume up to four (4) ~~six (6)~~ meetings.
  - Provide NSSA Board members with talking points summarizing meeting outcomes.

- Attendance at community meetings or open houses, City Council meetings, or other in-person event including the following:
  - Attend up to three (3) ~~six (6)~~ open houses or community meetings ~~– two (2) rounds of meetings in Detroit and Idanha and one (1) round of meetings~~ in Mill City and Gates.
  - Attend up to ~~six (6)~~ three (3) City Council meetings, as requested; assume virtual attendance.
  - Prepare presentation materials for the meetings above, in coordination with other consultant team members, County staff, and MWVCOG staff.
- Informal communications consisting of e-mail, conversations, or phone calls will serve to supplement and enhance formal communications. Due to the varied types and ad-hoc nature of informal communications, they are assumed to be incidental to the Communications and Engagement Plan and not specifically outlined by the Plan.
- Additional assumptions regarding work products include the following:
  - Videos – Consultant to produce up to two (2) ~~three (3)~~ videos to document specific project milestones; videos will be approximately one (1) to three (3) minutes in length; interviews with video participants will be conducted and recorded via Zoom.
  - Presentation Training – Consultant to conduct one (1) ~~two (2)~~ round of presentation training; training sessions will be conducted online and recorded via Zoom or another online meeting platform; recordings and presentation materials will be available to staff or team members who are unable to attend.
  - Website Updates – Consultant to draft content, approximately monthly/as needed; budget contains an item to undertake a more significant website refresh if needed.
  - Social Media – Consultant to assist in providing draft content; including social posts and artwork for the County to use on their social outlets and share with their partner networks, including NSSA members, County and MWVCOG, and other community members.
  - Response to Public Inquiries – Consultant to assist in drafting responses, as needed for communication with media organizations (e.g., Canyon Weekly), as well as local decision-maker communications to constituents; assume an average of 1 to 2 ~~2 to 4~~ hours per month to draft responses.

Deliverables:

- Communication and Engagement Plan
- Status Reports
- Informational Materials and External Communication (e.g., project information, signage, content for digital and social platforms, webcams on the construction sites, events, and reports to the external stakeholders).

Task 105.3 – Land Use Planning

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

105.3.1 Land Use Planning. Provide support and review of the following land use applications prepared by Project Team and Consultant.

105.3.1.1 Linn County Expanded Partition Application

105.3.1.2 Linn County Conditional Use Permit Application (Mill City and Gates MWTF)

105.3.1.3 Linn County Conditional Use Permit Application (Road Realignment)

106 – INDEPENDENT COST ESTIMATING

Task 106.1 – Project Management and Administration

Consultant Responsibilities:

106.1.1 Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

106.1.2 Coordination. Coordinate services to prepare and carry out peer reviewed estimates of the Mill City and Gates MWTF, Mill City/Gates Force Main, and Gates Collection System projects.

Owner Responsibilities:

- Provide input and review of all draft and final deliverables.

Assumptions:

- Assumes a twelve (12) month duration for general project administration.
- Attendance at internal project meetings will be virtual. Assume participation in meetings approximately one (1) time per month for twelve (12) months.
- Attend one (1) Marion County Board of Commissioners meeting in person.

Task 106.2 – Independent Cost Estimating (ICE)

Consultant Responsibilities:

106.2.1 30% Opinion of Probable Construction Cost (OPCC) ICE Review. Consultant shall provide an independent cost estimate review of the construction management general contractor's (CM/GC) 30% OPCC including the following:

106.2.1.1 Review of sub-tier level (suppliers and subcontractors) solicitation efforts and resulting proposals for work not self-performed by the CM/GC. This will be a review of each proposal for scope coverage, exclusions, assumptions, and responsiveness to the solicitation.

106.2.1.2 Review of the CM/GC's cost estimate worksheets for self-performed work. This review will spot check quantities, labor production rates, craft labor costs, equipment costs, assumptions, and allowances.

106.2.1.3 Review the CM/GC's Risk Register.

106.2.1.4 Review the CM/GC's critical path method (CPM) Construction Schedule.

106.2.2 60% and 90% OPCC ICE Review of Updates. Consultant shall provide an ICE review of updates to the CM/GC's 60% and 90% OPCC (delta changes only).

106.2.2.1 Review of sub-tier level (suppliers and subcontractors) solicitation efforts and resulting proposals for work not self-performed by the CM/GC. This will be a review of each proposal for scope coverage, exclusions, assumptions, and responsiveness to the solicitation.

106.2.2.2 Review of the CM/GC's cost estimate worksheets for self-performed work. This review will spot check quantities, labor production rates, craft labor costs, equipment costs, assumptions, and allowances.

106.2.2.3 Review the CM/GC's Risk Register.

106.2.2.4 Review the CM/GC's critical path method (CPM) Construction Schedule.

Assumptions:

- Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over CM/GC's methods of determining prices, or other competitive bidding or market conditions, practices or bidding strategies. Cost estimates provided by Consultant are based on Consultant's experience and judgment at that time. Consultant cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from cost estimates prepared by Consultant.

Deliverables:

- 30% OPCC ICE Review
- 60% OPCC ICE Review
- 90% OPCC ICE Review

PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM

200 – MILL CITY / GATES FACILITIES PLANNING STUDY

Task 200.1 – Project Management

Consultant Responsibilities:

200.1.1. Project Management. Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.

200.1.2. Kickoff Meeting. Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Planning criteria will also be reviewed during the Kickoff Meeting. Representatives from the DEQ will be invited to the kickoff meeting.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide funding administration services, if any.

Assumptions:

- Project management budget assumes a planning schedule of up to 8 months.

- Monthly Board meeting attendance is covered in a separate task order.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Funding administration services and funding acquisition support is not included in this scope of work.

Task 200.2 – Data Acquisition & Facility Tours

Consultant Responsibilities:

200.2.1. Request for Information. A request for information will be prepared by the Consultant describing the information needed including, but not limited to, the following items:

Mill City

- Discharge Monitoring Report (DMR), operational, influent monitoring (15-minute intervals), rainfall data (since Jan 2021), and any other water quality sampling results collected outside of DMRs in spreadsheet format
- Update of financial summary records, including current rates, annual expenses, operation, revenues, replacement budgets, number and type of accounts, etc.
- Recent facility inspection reports, if available
- Provide update of any changes to wastewater flows from major seasonal wastewater dischargers, water users with their own wastewater treatment system, major water users that consume the majority of their water.
- Any recently produced planning documents (transportation, wastewater, water conservation, water/waste/energy audits)
- Update on known treatment plant or collection system issues and planned improvements
- Update from Gates and Mill City for winter-time water consumption data summarized by user types in a spreadsheet format
- Known correspondence from federal and state regulatory agencies regarding violations or concerns related to wastewater treatment and disposal

200.2.2. Data Collection and Review. Collection and processing of furnished data, mapping, and reports. Provide a follow-up Request for Information for supplemental data if required.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete field work and provide sampling/testing, if required.
- Provide access to facilities and records.
- Provide operations and maintenance staff for questions as needed.

Assumptions:

- Consultant will not enter confined spaces. Structural and electrical engineering reviews are not included in the scope of work but could be completed as an additional service.
- Consultant shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Owner, other agencies and stakeholders, and information from public records, without the need for independent verification.

Deliverables:

- Request(s) for Information

Task 200.3 – Project Planning

Consultant Responsibilities:

200.3.1. Location. Incorporate brief description of project location from master plan. Include figure(s) from master plan to establish the project planning area.

200.3.2. Environmental Resources. Incorporate information from master plan to document natural resources in the project area, including land use, flood plains, wetlands, historic, biological, water quality issues, socio-economic, climate, geography, soils, rivers, and air quality. Use master plan figures to summarize natural resources in the project area.

200.3.3. Growth Trends. Update master plan population statistics and projections. For Mill City, coordinate with Mill City and County planners on location, phasing, and type of new growth. The Portland State University Population Research Center historical population data and 40-year growth forecasts will be used to inform the population growth, but it is assumed that non-traditional methods will be required to best account for the decline and near-term growth due to rebuilding after the 2020 wildfire as well as accounting for the new community sewer system in Gates and new treatment facility in Mill City. Growth for non-residential users will be estimated based on input from City and County planners for the 20-year planning period.

200.3.4. Community Engagement. Describe the Owner's approach to engage the community in the planning process.

200.3.5. Design Flow Rates. Update master plan design flow rates based on most recent DMR and water usage data from Mill City and Gates. Update projections based on growth assumptions and input from Owner, Mill City Planner, and County Planners.

200.3.6. Design Loading Rates. Update master plan wastewater loadings and project future loadings based on growth assumptions and input from Owner, Mill City Planner, and County Planners.

200.3.7. Regulatory Requirements. Review and update summaries from master plan of current regulatory requirements and planning criteria that may influence operation, maintenance, and capital improvements of the existing Mill City wastewater system and the initial project components in Gates.

200.3.8. Cost Estimating. Establish cost estimating methodology to reflect both local and current conditions.

200.3.9. Review Meeting Workshops. Lead a workshop meeting with the Owner to review preliminary findings.

200.3.10. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input and approval on growth projections and planning criteria.
- Provide review and comments of this section.
- Provide input on community engagement.

Assumptions:

- The planning criteria will need to be established for the planning study prior to having any supplemental income and population survey data available to inform the population estimates and projections. The best available data will be used for the purposes of this study.
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- City staff or Contract City Planner will provide input on the distribution and phasing of new residential and non-residential growth in Gates and Mill City.

- If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.
- The study area will coincide with the North Santiam Sewer Authority Boundary for Gates and Mill City.
- Community engagement included in this scope of work is limited to the public meeting in Task 209. Additional community engagement activities can be provided as additional services or through other identified task orders.

Deliverables:

- Draft Project Planning Facility Plan Section.

Task 200.4 – Existing Facilities Evaluation

Consultant Responsibilities:

200.4.1. Base Map. Update the existing system base map from the master plan, showing location of key facilities, pipelines, and basin boundaries for Mill City. Use the schematic process layout of the existing treatment plant from the master plan showing major process components.

200.4.2. History. Update master plan's documentation of wastewater treatment plant history and system description to reflect current flow and water quality data, recent discharge monitoring records (DMRs), plant improvements that have been completed recently, current condition of plant equipment and facilities, and current operation practices.

200.4.3. Wastewater System Management Classification, Operators and License. Provide a brief writeup of system required licensing and current operator license information.

200.4.4. Conditions Assessment. Update master plan documentation of existing physical conditions deficiencies. Collection system pipe information will be summarized by pipe material and age. Complete pump tests at each pumping facility to evaluate current pump performance and capacities. Incorporate findings from the I/I study that is currently under way at the time this scope was finalized.

200.4.5. Capacity Evaluation. Update master plan's comparison of existing and future projected flows and loadings to the existing capacity of the Mill City wastewater treatment system. Summarize existing capacity deficiencies.

200.4.6. Review pump run time data and flow meter records to assess existing capacity limitations (if any).

200.4.7. System Resiliency. Assess the collection system resiliency for the Mill City lift stations. This is anticipated to include a comparison of firm pumping capacity (i.e. with largest pump off-line) to the peak hour inflow. It also includes an assessment of whether onsite or portable back-up provisions are available and automated, what kind of emergency bypass pumping provisions are provided for the lift station and/or force main (in the event of a line break), and what kind of redundancy is provided in terms of back-up level sensors and alarms. This scope does not include an evaluation of seismic risks, a comprehensive vulnerability assessment, or updates to the Owner's Emergency Response Plans. Consultant will summarize the consequence of failure of critical lift station facilities and identify potential capital improvements and operational strategies that could be completed to mitigate these risks.

200.4.8. Wastewater Collection System Evaluation

200.4.8.1. Wastewater Model Development and Calibration. Use existing base mapping, record drawings, dry weather flows, pump curves, and Owner provided data to develop and calibrate a wastewater system model. The winter-time water consumption data will be used to estimate dry weather

flows. Allocate infiltration and inflow for utilizing wet weather system design flows, available pump run time, and SCADA data.

200.4.8.2. Existing System Evaluation. Exercise computer model to check the Mill City system and evaluate the existing collection system hydraulic capacity. Evaluate system for remaining capacity.

200.4.9. Wastewater Treatment System Evaluation. Update master plan write-up to summarize existing plant deficiencies using updated plant data to compare actual performance to expected performance.

200.4.10. Operations. Update master plan documentation of existing operations and maintenance issues and concerns reported by Owner staff.

200.4.11. Financial Status of Existing Facilities. Document current rate schedules, annual O&M costs, other capital improvement programs, and table of users by monthly usage categories for the previous fiscal year. Document existing debts and required reserve accounts. Budget and capital improvements will be addressed under a separate task.

200.4.12. Water/Energy/Waste Audits. Provide brief write-up discussing variable frequency drive motors and all other applicable energy items for the system. Investigate and summarize the likelihood of incorporating a hydroelectric power generator on the force main from Gates to Mill City. Summarize overall current energy consumption for Mill City's existing system.

200.4.13. Review Meeting Workshops. Lead a workshop meeting with the Owner to review preliminary findings.

200.4.14. Draft Plan Section. Prepare draft section writeup. Address Owner comments on draft document.

Owner Responsibilities:

- Review and comment on draft documents.
- Participate and provide meeting location for workshop meetings.
- Provide field checks if necessary, including surveying.
- Provide access to facilities and records. Test and replace (if needed) suction and discharge pressure gauges ahead of equipment tests.

Assumptions:

- Modeling of the existing Mill City treatment plant will not be completed for this facilities plan.
- The Mill City GIS mapping will not be survey grade and will be carried over from the master planning effort. The mapping will not include rim/invert data. It will only include approximate location as it was digitized from the existing record drawings.
- No additional field work or surveying will be required.
- Collection system conditions assessment will not include a full review of CCTV records or smoke testing with the exception of incorporating the findings from the Mill City I/I study.
- The Mill City collection system model will be developed with the InfoSWMM (Info Storm Water Management Model) modeling platform, based on record drawings. Consultant will rely upon the accuracy of available record drawings. This scope does not include any field survey work to check or update pipe slopes.
- If model does not readily calibrate to existing conditions, and additional field work is recommended to troubleshoot the Owner's wastewater system, these services can be completed as an additional service.
- No drain field analysis will be provided.

Deliverables:

- Draft Existing Facilities Evaluation Facility Plan Section.

Task 200.5 – Need for System Improvements

Consultant Responsibilities:

200.5.1. Health, Sanitation, and Security. Summarize concerns and relevant regulations or correspondence from/to state and federal agencies.

200.5.2. Aging Infrastructure. Incorporate summary findings of conditions assessment of assets and summarize available pipeline age/material information. Summarize the following:

- Unit performance issues, deficiencies and useful life.
- Existing system reliability per DEQ and EPA guidelines.
- Ability to meet current and potential future effluent limits and other regulatory requirements.
- I/I calculations to determine if existing I/I is considered "non-excessive".

200.5.3. Reasonable Growth. Using the design flow and loading information, document the reasonable growth capacity that is necessary to meet needs during the planning period.

200.5.4. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input and review of this section of the plan.

Deliverables:

- Draft Project Needs Facility Plan Section.

Task 200.6 – Collection System Alternatives Considered and Selection

Consultant Responsibilities:

200.6.1. Future System Evaluation. Build Gates system model and expand Mill City model to include additional pipe and pump station network requirements associated with servicing new growth areas for the planning period. Add flows from new growth. Exercise the model to identify potential system deficiencies attributed to growth within the planning period.

200.6.2. Evaluate alternative improvements to correct existing, and anticipated future deficiencies, sewer new areas, and meet the target planning criteria. Benefits and drawbacks will be summarized for each alternative. A "no action" alternative will also be considered for each category. This alternative evaluation will be based on the master plan collection system alternatives while evaluating Mill City's existing system for collection system capacity deficiencies.
Where improvements are not relatively straightforward, evaluate up to three collection alternatives for the existing Mill City collection system that will service existing and future flows. Additional refinement of pipeline alternatives is anticipated to occur in the predesign tasks associated with the new Gates collection system.

200.6.3. Alternative Cost/Benefit Analysis. This will include life cycle cost analysis on preferred alternatives for up to three viable alternatives. Discuss non-monetary factors such as operations, maintenance, sustainability, and impacts to adjoining lands. Life-cycle costs will be provided that include capital cost, operations and maintenance for a 40-year life

cycle evaluation. This alternative evaluation for Gates will be based on the master plan collection system alternatives while evaluating any capacity alternatives for Mill City's collection system.

200.6.4. Phasing/Implementation Plan. Develop a phasing plan of improvements based on initial project, 10-year, 20-year, and 40-year anticipated growth. This plan will include an evaluation of interim recommendations or strategies for property owners who need to address septic system deficiencies or replacement prior to day one of the new Gates collection system and Mill City mechanical treatment plant are constructed.

200.6.5. Site Plan/Schematics. Develop a facility plan concept map and/or figures for selected alternatives using the master plan's figures with updates/modifications per this scope of work.

200.6.6. Environmental Impacts. A summary of the preliminary environmental screening of the collection system alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora and fauna.

200.6.7. Land Requirements. Discuss property needed for alternatives.

200.6.8. Potential Construction Problems. Discuss possible construction challenges for collection system alternatives.

200.6.9. Sustainable Considerations. Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.

200.6.10. Review Meeting Workshop. Lead a workshop meeting with the Owner to review findings. Outcome of meeting is anticipated to include consensus of recommended improvements.

200.6.11. Draft Plan Section. Prepare draft section writeup. Respond to Owner comments.

Owner Responsibilities:

- Provide a review of the alternatives considered and input on selection criteria and ultimate selection of preferred alternative.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.

Assumptions:

- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The chosen alternatives will be prioritized based on need and benefit to the Owner to address existing and 20-year projected needs.
- Cost estimating will be AACE Class 4 (planning level cost estimates).

Deliverables:

- Draft Collection System Alternatives Facility Plan Section.

Task 200.7 – Treatment and Disposal System Alternatives Considered and Selection

Consultant Responsibilities:

200.7.1. Develop a list of treatment plant improvement alternatives focused on improving effluent water quality, vulnerability, safety and redundancy. The disposal improvement alternative will be rapid infiltration per the master plan recommendations.

200.7.2. Develop up to three pre-screened alternatives to evaluate, for primary treatment, secondary treatment, tertiary treatment, and solids handling treatment processes. Evaluate the pre-screened alternatives.

200.7.3. Facility Tours. Organize a tour of up to two wastewater treatment facilities with the Owner's staff to investigate alternatives with similar processes. These are anticipated to occur on the same day.
200.7.4. Alternative Cost/Benefit Analysis. Assist in comparing benefits, drawbacks, and costs of up to three viable alternatives. This will include life cycle cost analysis on preferred alternatives. Discuss non-monetary factors such as operations, maintenance, sustainability, and impacts to adjoining lands. Life-cycle costs will be provided that include capital cost, operations and maintenance for a 20-year life cycle evaluation.
200.7.5. Phasing Plan. Develop a phasing plan of improvements based on initial project, 10-year, and 20-year anticipated growth.
200.7.6. Site Plan/Schematics. Develop a facility plan concept map and/or figures for selected alternatives.
200.7.7. Environmental Impacts. A summary of the preliminary environmental screening of the treatment system and disposal alternatives will be developed. Improvement projects will address climate, land use, floodplain, wetlands, water quality, rivers, wild, cultural resources, flora and fauna.
200.7.8. Land Requirements. Discuss property needed for alternatives.
200.7.9. Potential Construction Problems. Discuss possible construction challenges for collection system alternatives.
200.7.10. Sustainable Considerations. Discuss potential water and energy efficiency and green infrastructure elements to be considered during design.
200.7.11. Review Meeting Workshop. Lead a workshop meeting with the Owner to review findings. Outcome of meeting is anticipated to include consensus of recommended improvements.
200.7.12. Draft Plan Section. Prepare draft section writeup. Respond to Owner comments.

Owner Responsibilities:

- Provide input on tasks above.
- Provide a review of the alternatives considered section of the plan.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.

Assumptions:

- The scope of this study does not look at alternatives to upgrade the existing recirculating gravel-bed filter.
- Evaluation of alternatives does not include piloting, bench testing, or fieldwork.
- The scope of this study does not include an Environmental Information Document or associated environmental investigations and field work.
- The chosen alternatives will be prioritized based on need and benefit to the Owner to address existing and 20-year projected needs.
- Cost estimating will be AACE Class 4.

Deliverables:

- Draft Treatment System Alternatives Facility Plan Section.

Task 200.8 – Proposed Projects (Recommended Alternatives)

Consultant Responsibilities:

200.8.1. Model day one and future 20-year process and hydraulic conditions of selected alternative for the new mechanical treatment plant.
200.8.2. Capital Improvement Plan.

a. Summarize recommended improvements.
b. Prepare planning level cost estimates for recommended improvements. For future projects anticipated to be developer driven and developer funded, summarize only upsize costs.
c. Estimate the portion of each capital improvement project cost that is attributed to 20-year growth for System Development Charge (SDC) eligibility.

200.8.3. Preliminary Project Schedule. Summarize costs for initial project, 10-year, and 20-year needs. The 6-year CIP for DEQ purposes will be covered by the "initial project" costs.

200.8.4. Permitting Requirements. Summarize WPCF permitting requirements (WPCF permit application, and additional support is covered by a separate task order).

200.8.5. Sustainability Considerations. Summarize how the priority improvement projects will enable the Owner to serve its customers and be able to operate and maintain the system. Discuss how the projects will accommodate green infrastructure and efficiencies.

200.8.6. Future Reuse Consideration. Reuse system impacts will be considered and coordinated, and their potential summarized for selected alternative.

200.8.7. Organization and Staffing Requirements. Summarize recommended staffing requirements as required for regulatory compliance or as reported by the Owner. Summarize up to three options for organizational setup for certified operators for both collections and treatment (i.e. contract operator vs sewer authority staff).

200.8.8. Financing Options. Summarize potential financing options available for initial project. This will be a summary of efforts being undertaken by the Owner, Marion County, and the MWVCOG for funding the project.

200.8.9. Annual Budget Considerations.

a. Summarize Operating Revenues and Expenses. Summarize estimated annual operating expenses and identify recommended budgets dedicated for the initial project.
b. Anticipated User Charges and Other Income. Summarize the business case scenario documented previously by FCS Group and provide a status update on current efforts to implement recommendations.
c. Annual Replacement Budgets. Develop recommended annual replacement budgets for the initial project based on typical replacement values and asset life. This will include a list of short-lived assets and the recommended annual replacement budget.
d. Annual Operations and Maintenance Costs. Estimate the operations and maintenance cost implications for the initial project.

200.8.10. Review Meeting Workshop. Lead a workshop meeting with the Owner to review an overall summary of the plan, selected improvements, and budget considerations.

200.8.11. Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

Owner Responsibilities:

- Provide input on the proposed projects.
- Participate and provide facilities for workshop meeting. Provide public notices, if required.
- Provide review and comments on the plan.

Assumptions:

- Scope excludes a user rate analysis, including evaluation of individual rate structures, cost-of-service evaluations, and service availability fee studies. These services can be provided as an additional service.

- Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

Deliverables:

- Capital Improvement Plan (tabular format, organized by initial project, 10-year, and 20-year needs).
- Estimate of SDC eligibility for each capital improvement past the initial project.
- Draft Proposed Project Facility Plan Section.

Task 200.9 – Facility Plan Documentation and Public Meeting

Consultant Responsibilities:

200.9.1. Prepare Facility Plan. Prepare and combine draft documents for a complete facility plan generally following the outline established in the July 2018 guidance document "Preparing Wastewater Planning Documents and Environmental Reports for Public Utilities Financed by Business Oregon, Oregon Department of Environmental Quality, Rural Community Assistance Corporation, and the United States Department of Agriculture". Add executive summary and assemble appendix materials. Appendix materials will include output flow capacities, existing peak hour flows, and future peak hour flows summarized in tabular and graphic format. Draft documents to be updated to address Owner comments. Submit final draft plan for Owner review.

200.9.2. Public Meeting. Prepare materials for and present summary findings in a townhall meeting.

200.9.3. Address Owner Comments. Address final Owner and public comments and submit for agency review.

200.9.4. Address Agency Comments. Address agency comments and finalize document.

Owner Responsibilities:

- Review and comment on final draft plan in a timely manner.
- Pay agency review fees, if applicable.
- Participate and provide facilities for public meeting. Provide public notice as required. Assist in addressing public comments.

Deliverables:

- Public Meeting Presentation Materials.
- Final Facilities Plan, three (3) hard copies (3 ring binders) of the plan and one electronic copy in PDF format.

Task 200.10 – Management Reserve (Contingency Task)
This task identifies prospective services that Owner, at its discretion, may elect to authorize Consultant to produce. Consultant shall perform no work nor incur any costs under this task prior to the issuance of separate authorization-to-proceed (email acceptable) by Owner.

From time to time, Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of services. For these instances, a time and material budget is established in order for Consultant to complete such additional services. Prior to the use of this

contingency budget, Owner's representative will provide written (email) authorization to use the budget for specific tasks.

ADDITIONAL SERVICES (not included in scope of work)

- Bond support
- Public outreach or stakeholder outreach support
- User rate and connection fee study
- Additional field work
- Energy efficiency evaluations
- Concept level design services
- Model training
- Environmental information documents, studies, field investigations, and permitting. Environmental permitting will be addressed by a separate task order.
- Amendments to this facility planning study because of other task orders.

201 - MILL CITY / GATES FACILITIES SITE EVALUATION

Task 201.1 – Project Management

Consultant Responsibilities:

201.1.1 Project Management. Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.

Assumptions:

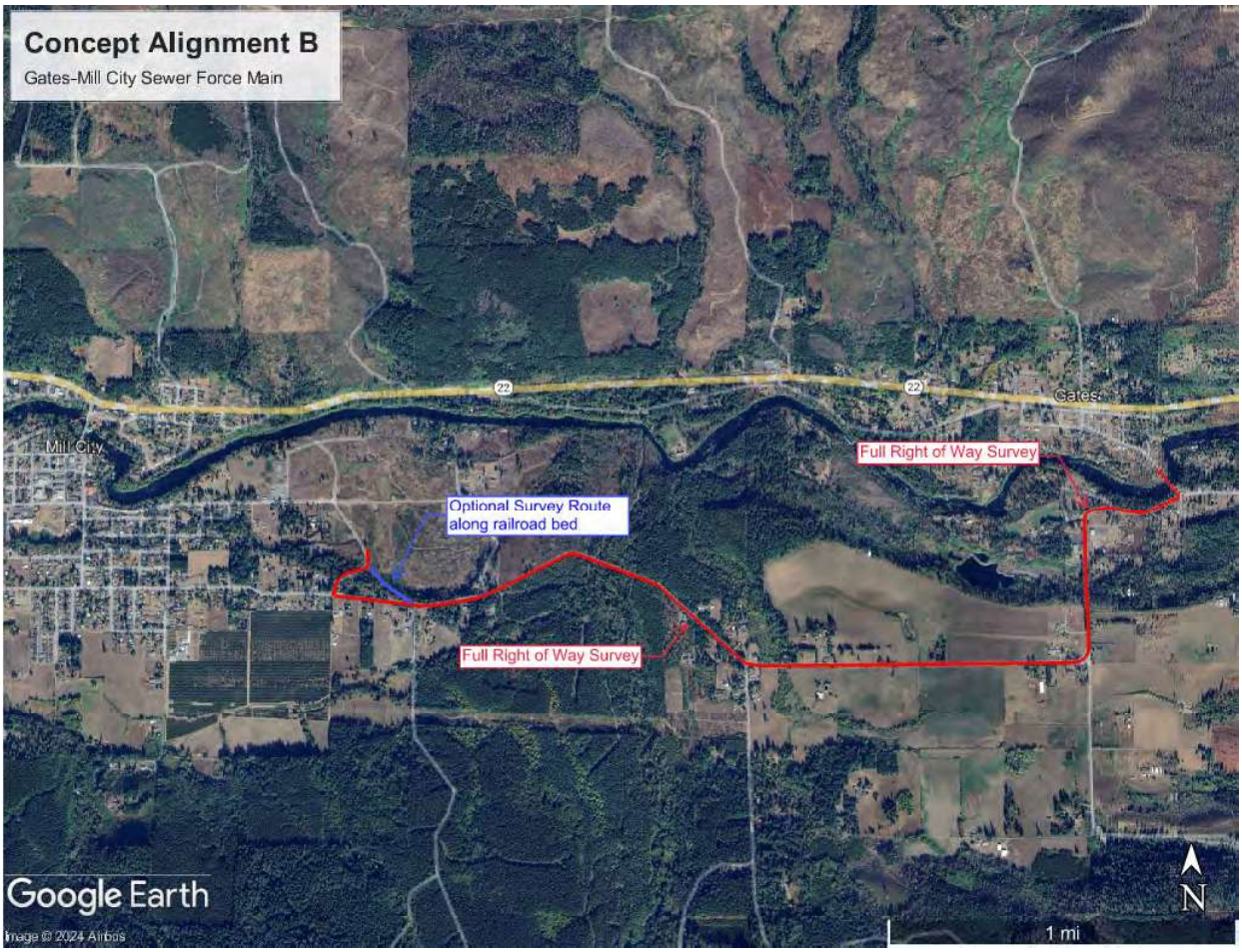
- Assumes a six (6)-month duration for general project administration.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.

Task 201.2 – Force Main Alignment Topographic Survey

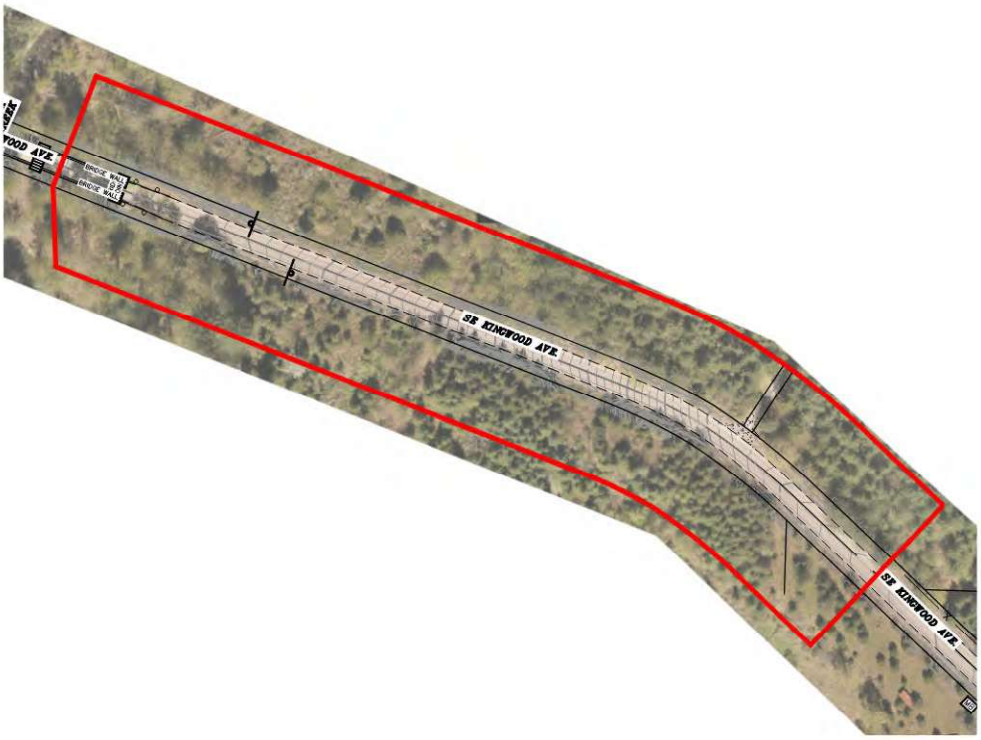
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

201.2.1 Consultant shall perform a topographic recovery survey along the revised Mill City/Gates Force Main alignment (through Kingwood Avenue) and Kingwood Ave Inverted Siphon area. Topographic survey areas are shown in red on the figures below.



Revised Kingwood Avenue Force Main Alignment



Topographic Survey for the revised Kingwood Avenue Force Main Alignment and Kingwood Ave Inverted Siphon area shall include the following:

a. Locate existing monumentation to complete a boundary resolution for subject area.
b. Full topographic surface data and underground utilities to the edge of the project boundaries as defined in the attached PDF.
c. Obtain spot elevations at a 50-foot on center spacing, including along roadway centerlines, top of curb, flowline of curb, and lip of gutter to the nearest 0.01 foot.
d. Additional spot elevations to identify grade breaks and other topographic features.
e. Locate all surface features over surface area, including: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas.
f. Locate all ground and above ground utilities, including: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants.
g. Locate trees 8-inch in diameter and greater measured at breast height, noting coniferous or deciduous.
h. Tag located trees with a reference number for field identification.
i. Map existing easements which may affect subject area.
j. Provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an XML file.
k. Survey shall be based on an official benchmark acceptable to the Owner.
l. Establish benchmarks for future design reference.

201.2.2 Survey will show utility poles, power lines, and telecommunications, including any identification information. For existing storm drains, culverts, and sanitary sewers, Consultant shall:

a. Show rim or grate elevations and inverts for manholes and drainage structures, with structure size (inside dimensions).
b. Show pipe diameters, pipe material, and direction of pipe.
c. Manhole symbols shall be shown at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
d. Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.
e. Show utility lines as continuous, do not terminate shortly after a structure, extend to upstream or downstream structure.

Assumptions:

- This task does not include a retracement survey recorded with Marion County Surveyor's Office.
- This task does not include private utility locating services,

Deliverables:

- Basemap in AutoCAD 3D format.
- Legal Descriptions and Visual Exhibit Maps for up to ten (10) easement areas.

Task 201.3 – Force Main Alignment Geotechnical Investigation
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

201.3.1 Geotechnical Investigation. The project geotechnical scope includes subsurface explorations for the proposed Force Main Alignment between Gates and Mill City, in Oregon. Specific geotechnical design elements include review of access permits/plans (if available), and geotechnical recommendations for a new sewer line~~,~~ and pump station on the western side of Gates. The new proposed alignment will be along East Sorbin Street, Gates School Road, Kingwood Avenue, and SE Fairview Street. Subsurface explorations will be completed using test pits and drilled borings within the roadways. Subsurface explorations will be completed to characterize subsurface soils along the proposed alignment for the proposed improvements.

The scope of work will include the following:

201.3.1.1 Review proposed project plans provided by the Project Team for geotechnical design and construction elements.
201.3.1.2 Provide an exploration work plan detailing the approximate location and proposed depth of explorations.
201.3.1.3 Complete a utility locate request for the site through the public One Call system.
201.3.1.4 Complete a private utility locate at proposed exploration locations.

201.3.1.5 Explore subsurface soil and groundwater conditions at the site by conducting subsurface explorations approximately every 600 to 800 feet along the proposed alignment (approximately thirty (30) pavement cores and borings; thirteen (13) explorations were completed as part of Phase I in July 2024 and a proposed seventeen (17) explorations will be completed as part of Phase II). Exploratory borings will be performed by a driller subcontracted to and scheduled by Consultant. Borings will be conducted to a depth of up to eight (8) feet below ground surface (bgs) with the intention to identify depth to presence of native rock suspected to be presented in the subsurface. Bottom elevation of utility trench excavation is anticipated to be six (6) feet bgs. Borings will be advanced to the depths noted or to a depth of practical refusal in dense or collapsing materials if encountered, whichever is shallower.

201.3.1.6 Provide a general description of existing site conditions.

201.3.1.7 Maintain a detailed log of subsurface explorations. Collect samples of the subsurface materials encountered.

201.3.1.8 Conduct laboratory tests using soil samples obtained from the explorations in general conformance with American Society for Testing and Materials (ASTM) including moisture content tests, plasticity index (Atterberg Limits) tests, or fines content analyses as appropriate, depending on the types of materials encountered.

201.3.1.9 Provide recommendations for trench backfill materials, compaction, and general construction specifications.

201.3.1.10 Complete a final geotechnical letter report specific to force main alignment and pump house.

Assumptions:

- Fieldwork can be completed during normal working hours (Monday to Friday, 8:00 AM to 5:00 PM) and will not require fieldwork to be completed during nights or weekends.
- It is anticipated that an additional three (3) full field days will be required to complete the remaining seventeen (17) explorations (Phase II).
- Contaminated soil will not be encountered during explorations.
- Permit fees will be waived.
- Site access and right-of-entry will be obtained prior to arrival on site to complete fieldwork.
- Geotechnical construction observation or testing services are not included.
- Project team will coordinate and establish exploration locations that will minimize damage to the existing development.

Deliverables:

- Final Geotechnical Letter Report Recommendation for trench backfill materials, compaction, and general construction specifications for the Force Main Alignment and Pump House.

Task 201.4 – Mill City and Gates MWTF Environmental Due Diligence

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Environmental due diligence shall be completed on approximately 16.86 acres of project area in Linn County, Oregon, which will include the proposed:

- Mill City and Gates MWTF Site
- 100-ft Strip
- SE Fairview Street Realignment
- Temporary Stormwater Outfall and Detention Basin

Environmental due diligence will include project management, wetlands and waters delineation, and cultural resources investigation. These tasks are intended to inform the project's final design and minimize impacts to existing resources.

Consultant Responsibilities:

201.4.1 Project Management. Consultant will coordinate with Project Team to receive project materials, prepare invoicing, and transmit correspondence. Consultant will maintain project files to include necessary supporting materials, as required. The project manager will monitor task performance, schedule, and budget; approve project expenses; and ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Beyond general coordination and communication, Consultant will provide a monthly email to inform the Project Team about the project's progress. The monthly email will outline which tasks were worked on during the month and the progress of those tasks, as well as what tasks are anticipated to be worked on in the following month. As part of these monthly emails, Consultant shall provide a budget summary and consistent communication to keep projects on track and within their schedules and budgets. Additionally, Consultant's project manager will schedule bi-monthly check-in calls and attend regular check-in meetings with Project Team to provide status updates and discuss action items. Consultant's senior subject matter experts will provide quality reviews and input on overall project approach.

Assumptions:

- Bi-monthly check-in calls will be approximately 30 minutes long.
- There will be twelve (12) monthly check-in calls between Consultant and Project Team.

Deliverables:

- Meeting minutes.

201.4.2 Wetlands and Waters Delineation

201.4.2.1 Wetlands and Ordinary High Water Line Delineation. Consultant will survey the project area to evaluate whether wetlands and waters are present. If wetlands or waters are found, Consultant will delineate wetland boundaries in accordance with the methodology of the 1987 U*.S. Army Corps of Engineers Wetlands Delineation*

Manual and the 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Regions (Version 2.0)*, used by the U.S. Army Corps of Engineers and the Oregon Department of State Lands (DSL). Hydrology, soil, and vegetation will be documented at select sample plot locations and recorded on standardized wetland determination data forms.

Streams and other waters would be delineated based on the U.S. Army Corps of Engineers' 2005 *Regulatory Guidance Letter 05-05: Ordinary High Water Mark Identification.* As defined in DSL's Oregon Administrative Rule 141-085-0515, field indicators for the ordinary high water line (OHWL) can include the following: a clear, natural line impressed on the shore or bank; a change in vegetation from riparian (e.g., willows) to upland (e.g., oak or fir); a textural change of depositional sediment or changes in the character of the soil (e.g., from sand /cobble/gravel to upland soils); an elevation below which no fine debris (e.g., needles, leaves, cones, and seeds) occurs; and the presence of litter and debris, water-stained leaves, and water lines on tree trunks.
Wetlands and OHWL boundaries and any sample plot locations will be surveyed using Collector for ArcGIS paired with a tablet and a Juniper Geode GNSS receiver capable of submeter accuracy. These data would be imported into a GIS program to produce a site map showing the delineated wetland and OHWL boundaries.

201.4.2.2 Wetlands and Ordinary High Water Line Delineation Report. Consultant will prepare two (2) delineation reports of the wetland and OHWL delineations to meet DSL requirements for wetlands and other waters delineation reports:

Wetlands and OHWL Delineation Report I
- Mill City and Gates MWTF Site
- 100-ft Strip
- Portion of SE Fairview Street Realignment located on Parcel 09S03E32-00-00100 and in Linn County public right-of-way (ROW)



Wetlands and OHWL Delineation Survey Area I

Wetlands and OHWL Delineation Report II:

- Remaining portion of SE Fairview Street Realignment located on Parcel 09S03E32-00-00200.
- Temporary Stormwater Outfall and Detention Basin



Wetlands and OHWL Delineation Survey Area II

The reports will be submitted to Project Team for review prior to submitting to any regulatory agencies. This task includes the preparation of the required DSL wetland report cover form, to be signed by a Project Team representative prior to submitting the report to DLS for review and concurrence.

Assumptions:

- This task includes ten (10) hours of agency coordination time (seven (7) hours for Project Team and three (3) hours for GIS specialist).
- The 2025 DSL wetland report review fee is $575 per report and will be paid for directly by the Consultant.
- Access to the area will be arranged by Project Team.
- Natural resources on the site will be accessible by foot. If vegetation such as Himalayan blackberry prevents access to natural resources on the site, clearing must be completed before fieldwork can be done, or an additional site visit will be needed at additional cost.
- This cost estimate includes one DSL site visit associated with Wetlands and OHWL Delineation Report II.
- This cost estimate is based on two (2) days of wetland delineation and OHWL fieldwork for two scientists. Project team will provide one round of comments on the draft delineation report. Any task not expressly described herein is not included in the proposed cost.
- All deliverables will be provided electronically; no hard copies will be provided.
- The delineations will be based on the project area shown by the alignment in the figures above. Any change to the project area after survey will incur additional costs.
- Ideal wetland delineation times are typically from late winter to late spring to capture hydrology and plant phenology. If wetland hydrology and plant indicators are not apparent, another field visit may be needed during optimal conditions to confirm wetland presence.
- Traffic control flagging is not included.

- This scope of work does not include a joint permit application for impacts to wetlands or other waters.

Deliverables:

- Draft and Final Wetlands and OHWL Delineation Report I.
- Draft and Final Wetlands and OHWL Delineation Report II.

201.4.3 Cultural Resources Investigation

204.4.3.1 Tribal Coordination. Consultant will coordinate with the cultural resources departments of the Confederated Tribes of Grand Ronde, Confederated Tribes of Siletz Indians, and Confederated Tribes of Warm Springs to inquire about local historical knowledge of the project area. Consultant will also ask if they have any cultural concerns about the location of the project. All project-related Tribal coordination will be described in the final report.

201.4.3.2 Background Research and Permitting. Prior to fieldwork, Consultant will conduct a records search of the Oregon Archaeological Records Remote Access (OARRA) database, maintained by the Oregon State Historic Preservation Office (SHPO), for information about previous cultural resource studies and previously identified archaeological sites in the project vicinity. Consultant staff will review other available background resources pertinent to the history, prehistory, ethnography, and environmental context of the project area. These background resources will include any recent geotechnical reports, ethnographic and historical accounts, General Land Office documents, historical maps, historical photographs, and other relevant research information available from local libraries, historical societies, or informants. Based on preliminary research, the current project area overlaps a marked historic-era railroad that is currently unevaluated for the National Register of Historic Places.

Because portions of the project are located on land managed by state and local entities, an archaeological excavation permit must be obtained from SHPO before archaeological testing takes place (per Oregon Revised Statute (ORS) 390.235 and its implementing guidelines). The Consultant project manager will apply for up to two (2) excavation permits (ORS 358.905 and 97.740). These statutes require protection of archaeological sites, objects, and human remains on public lands in Oregon. It is required that the permit be obtained prior to the start of archaeological testing or monitoring. Excavation permit applications usually require up to 35 to 40 days for submission and review.

Consultant will submit a detailed permit application outlining possible scenarios should significant cultural resources be found, to avoid applying for additional excavation permits through SHPO.

201.4.3.3 Field Survey. Consultant will conduct an archaeological survey in areas where ground-disturbing activities will occur to identify potential archaeological resources around the proposed area of disturbance. The survey will include a pedestrian walkover and subsurface shovel probes. The pedestrian survey will involve archaeologists walking along transects spaced no more than 20 meters apart, systematically examining the ground surface for archaeological materials. Consultant

crews will record their observations on standardized field forms and in field notebooks.

Preliminary research shows no previous cultural resources investigations have overlapped the project according to OARRA. Consultant will conduct subsurface testing in locations with a high probability of containing archaeological resources, where project-related ground disturbance will occur, to identify any archaeological resources that may be present within the project site. Consultant proposes to excavate up to 152 shovel probes. Probes will be a minimum of 30 centimeters (cm) in diameter and will extend to a minimum of 50 cm below the surface and two culturally sterile 10-cm levels, where possible. All soils will be screened through ¼-inch hardware mesh. A bucket auger will be used to sample more deeply buried sediments up to 200 cm below the surface opportunistically throughout the project area.

Consultant field staff will collect all cultural material from shovel probes that is clearly not modern per the archaeological permit conditions. The cost of this scope of work does not include curation or laboratory artifact analysis costs. All diagnostic materials (those that have a clear temporal connection) will be photographed. Resources will be recorded on the appropriate SHPO resource forms. Resource location GPS data will be collected and submitted as GIS files. If a GPS unit cannot be used to record resources, locations of areas surveyed or resources will be marked on a U.S. Geological Survey quadrangle map and then georeferenced during post-field processing. All recording procedures will follow SHPO guidelines. Consultant's cost estimate assumes no archaeological resources will be encountered during the survey. If archaeological materials are collected and require curation or analyses, a change order will be requested.

201.4.3.4 Reporting. Consultant will prepare a cultural resources survey report detailing the findings of the Tribal coordination, background research, pedestrian field survey, and subsurface testing. The report will include a description of the regulatory context, regional and local background research, methods, expectations, and results of the survey.

Cultural Resources Survey Report I

- Mill City and Gates MWTF
- 100-ft Strip
- Portion of SE Fairview Street Realignment located on Parcel 09S03E32-00-00100 and in Linn County public right-of-way (ROW)
- Remaining portion of SE Fairview Street Realignment located on Parcel 09S03E32-00-00200.
- Temporary Stormwater Outfall and Detention Basin



Cultural Resources Survey I - Area of Potential Effect (APE)

Consultant will provide an electronic version of the draft report to the Project Team for review. After addressing comments from the Project Team, Consultant will provide the draft report to the SHPO and interested Tribal entities for review. Consultant assumes that SHPO and the Tribes will not require more than 30 days for review. Consultant will coordinate with both SHPO and the Tribes for timely review of the report. After acceptance of the final report, Consultant will provide GIS shapefiles and maps of the areas surveyed and cultural resources identified to Project Team, provided that the private landowner(s) approve(s) of disclosing information about their properties.

Assumptions:

- All meetings and coordination with Project Team will be conducted via conference calls and email.
- The records search area will not extend farther than one (1) mile beyond the project area. Consultant will be able to complete the literature review using electronically available resources, and no in-person file searches will be required.
- The project location and size will remain as identified in the request for scope and cost (16.86 acres).
- Based on a preliminary review of SHPO records, Consultant anticipates no cultural resources will be identified and require documentation in the project area.
- For the purposes of total site count, every site larger than one (1) acre will be considered as an additional site based on every additional acre; otherwise, it is assumed that no lithic landscapes or overly dense lithic source areas will be encountered.
- Consultant's ability to conduct fieldwork will be unimpeded by access restrictions (e.g., fences, locked gates, and livestock), weather, road construction, landowner restrictions, COVID-19-related restrictions, force majeure, or any other factor(s) outside of Consultant's control.

- Consultant will prepare a cultural resources survey report, and the report will require no more than one round of review by Project Team. Comments from the Project Team on the report will not require more than four (4) hours of Consultant labor to address. No comments will be received from SHPO review, and minimal comments (up to four (4) hours of work needed to address comments) will be received from the Tribes.

Deliverables:

- Draft and Final Cultural Resources Survey Report I.
- Draft and final GIS spatial data from cultural resources investigation results.

201.4.4 Phase I Environmental Site Assessments [REMOVED]

Task 201.5 – Mill City and Gates MWTF Topographic Survey
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

201.5.1 Topographic Survey. Consultant shall perform a topographic surface survey at the proposed Mill City and Gates MWTF site and SE Fairview Street Realignment and complete additional topographic surface survey at the proposed Temporary Stormwater Outfall and Detention Basin site, as shown in the figures below. Scope of services shall include:

a. Locate existing monumentation to complete a boundary resolution for subject area.
b. Full topographic surface data and underground utilities to the edge of the project boundaries as shown in red in the figure below (subject area):



Proposed location of Mill City and Gates MWTF in Mill City.



Additional survey required for proposed Temporary Stormwater Outfall and Detention Basin (blue polygon).

c. Obtain spot elevations at a maximum 50 foot on center spacing, including: along roadway centerlines, top of curb, flowline of curb, lip of gutter to the nearest 0.01 foot.
d. Additional spot elevations needed to adequately identify grade breaks and other topographic features.
e. Locate surface features over subject area, including: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas.
f. Locate ground and above ground utilities, including: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants.
g. Locate trees 8-inches diameter at breast height (DBH) and greater, noting coniferous or deciduous.
h. Map existing easements which may affect subject area; Owner to provide all necessary documentation or title information to complete this task.
i. Provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an xml file.

j. Document information on utilities to the edge of the project boundaries of the subject area, including utility poles, power lines, telecommunications, and identification information.
k. The following information will be documented for storm drain, culverts, and sanitary sewers to the edge of the project boundaries of the subject area:

    i. Rim or grate elevations and inverts for manholes and drainage structures, with structure size (inside dimensions).
    ii. Pipe diameters, pipe material, and direction of pipe.
    iii. Manhole symbols shall be shown at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
    iv. Storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.
    v. Show utility lines as continuous, extending to upstream or downstream structure.
l. Prepare legal descriptions and exhibits for the following Linn County land use permit applications:
    i. Expanded Partition Application – Tax Lot 09S03E32 00100.
    ii. Conditional Use Permit Application – Mill City and Gates MWTF.
    iii. Conditional Use Permit Application – Road Realignment.

Assumptions:

- Survey shall be based in NAVD88 vertical datum derived from the Oregon Real-Time GNSS Network.
- Retracement survey recorded with Marion County Surveyor's Office is not included in this scope.
- Private utility locating services are not included in this scope.

Task 201.6 – Mill City and Gates MWTF Geotechnical Investigation
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Soil and groundwater conditions will be evaluated as a basis for developing geotechnical engineering design criteria for the preferred Mill City and Gates MWTF and rapid infiltration basins (RIB) site located near the east terminus of SE Fairview Street approximately 900 feet east of the intersection with Remine Road in Mill City, Oregon. Proposed improvements include asphalt concrete and gravel surfaced access drives, RIB, a lightly loaded administrative support building, an effluent pump station, one sequencing batch reactor (SBR) basin, and a lightly loaded equipment building that will be constructed on approximately 6.25 acres of currently undeveloped land. Future developments at the project site will include an additional SBR basin, additional RIB, and an expansion to the

Consultant Responsibilities:

201.6.1 Review information regarding subsurface soil and groundwater in the vicinity of the site, including reports in our files, selected geologic maps, and other geotechnical engineering-related information.

201.6.2 Coordinate and manage the field investigation, including public utility notification and scheduling of subcontractors and Consultant's field staff. Public locates will be called in by the Consultant as required by law. Additionally, Consultant will coordinate for a private locate company to access the site.

201.6.3 Complete up to four field infiltration tests at locations to be determined by the Project Team and at depths of the proposed RIB (6 feet below ground surface (bgs) or less). Infiltration testing will be conducted in general accordance with local requirements using the open pit or encased falling head procedures, similar to requirements for City of Salem and Marion County.

201.6.4 Explore subsurface soil and groundwater conditions at the project site by conducting eight (8) to twelve (12) test pits and four (4) to six (6) drilling borings in the area of the proposed paved areas and building footprints. Test pit explorations will be extended to depths of up to 10- to 12-feet bgs in the locations of the proposed buildings and to 6.5-feet bgs in the proposed paved areas. Drilled borings will be conducted to 45- to 50-feet bgs within the footprint of the proposed buildings for the SBR basins. Exploration(s) will be advanced to the depths noted or practical refusal in dense gravels or competent rock, if encountered., whichever is shallower. Borings will be backfilled as required by state law and surface disturbance minimized to the extent practical. Cuttings will be left on site.

201.6.5 Obtain samples at representative intervals from the explorations, observe groundwater conditions and maintain detailed logs in general accordance with ASTM International (ASTM) Standard Practices Test Method D 2488. Qualified staff from our office will observe and document field activities.

201.6.6 Complete Dynamic Cone Penetrometer (DCP)r tests at three (3) to four (4) locations to determine subgrade modulus for pavement design.

201.6.7 Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will depend on soil conditions encountered, but may include moisture/density tests, Atterberg limit tests, one 1-dimensional consolidation test, and percent fines test.

201.6.8 Provide a geotechnical evaluation of the site and provide design recommendations in a geotechnical report that will address the following geotechnical components:

a. A general description of site topography, geology, and subsurface conditions;
b. An opinion as to the adequacy of the proposed development from a geotechnical engineering standpoint;
c. Summary of infiltration testing and a discussion relating to design infiltration rates based on subsurface conditions observed in our explorations;
d. Recommendations for site preparation measures, including disposition of undocumented fill and unsuitable native soils, recommendations for temporary cut slopes and constraints for wet weather construction;
e. Recommendations for temporary excavation and temporary excavation protection, such as excavation sheeting and bracing;
f. Recommendations for earthwork construction, including use of on-site and imported structural fill and fill placement and compaction requirements;
g. Recommendations for foundations to support the proposed structures, including minimum width and embedment, design soil bearing pressures, settlement estimates (total and differential), coefficient of friction and passive earth pressures for sliding resistance, and recommended minimum setback from existing retaining walls or recommendations for foundation alternatives, as necessary. It is further assumed that shallow foundations can be used to adequately support the structures.

h. Recommendations for supporting on-grade slabs, including base rock, capillary break, and modulus of subgrade reactions.
i. Assessment of existing slope conditions and discussion of slope stability.
j. Seismic design parameters, including soil site class evaluation in accordance with the 2021 international building code (IBC) and the current version of the Oregon State Structural Code including a site-specific seismic hazard evaluation consistent with the requirements of the 2022 OSSC.
k. Recommendations for constructing asphalt concrete and gravel surfaced pavements for proposed on-site parking and drives, including subgrade, drainage, base rock, and pavement sections. Recommendations will be based on estimated traffic loads or loads provided by the Project Team, and on subsurface data obtained as part of this scope.
l. Recommendations for shallow foundations and site preparation measures to mitigate potentially excessive settlement of shallow foundations. It is anticipated that excessive post construction settlements could potentially occur under the assumed design loads. Therefore, preliminary recommendations to mitigate settlement may include discussions relating to ground improvement including preliminary recommendations for crushed aggregate piers.
m. Geotechnical work will be directly supervised by a geotechnical engineer licensed in the state of Oregon who will apply their professional seal to the document.

Assumptions:

- The following loads for the slightly loaded administrative and machinery buildings have been assumed. Revised project loads will be provided by the Project Team prior to completing the geotechnical report for the site if they vary from these assumptions:
  - Up to 60 kips per column
  - 4 kips per lineal foot (klf) wall loads or less
  - Floor loads will be 125 pounds per square foot (psf) or less
  - SBR wall loads of up to 4-kips per lineal foot and SBR areal loads of up to 1500-psf are assumed.
- Shallow spread foundations will be suitable for support of the proposed structures and have not budgeted for providing deep foundation recommendations if they become necessary.
- Right-of-entry or access will be provided to the exploration locations.
- Surface disturbance that will result from exploration activities is acceptable to the site owner and is understood by the Project Team. Consultant will be available to discuss further with the Project Team, site owner, or prospective owner, if needed.
- A truck or track-mounted drill rig can adequately access the site.
- Explorations will be extended to the depths described above or to refusal in dense material. Contingency costs for specialized drilling into dense material if dense gravel or rock are encountered are not included in this scope of work or cost.
- Excess drill cuttings will be spread discreetly across the site.
- Contaminated soils will not be encountered during the exploration and sampling. If contaminated or suspected contamination is encountered (based on field screening), drilling operations will stop and the Project Team will be notified for directions on how to proceed.
- A site response analysis and/or a ground motion hazard analysis is not required and is excluded from this scope and budget. The site-specific seismic hazard analysis included in the scope above does not include the budget for a ground motion hazard analysis or a site response analysis.

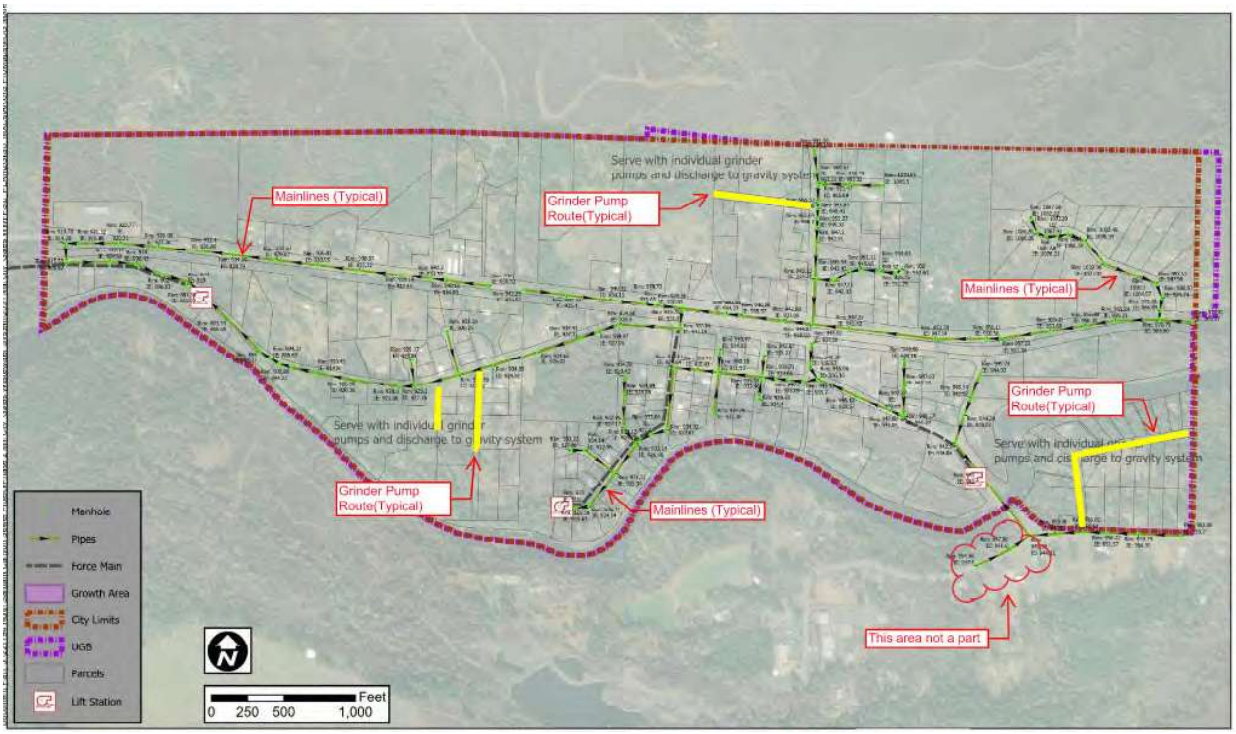
Deliverables:

- Final Geotechnical Investigation Report

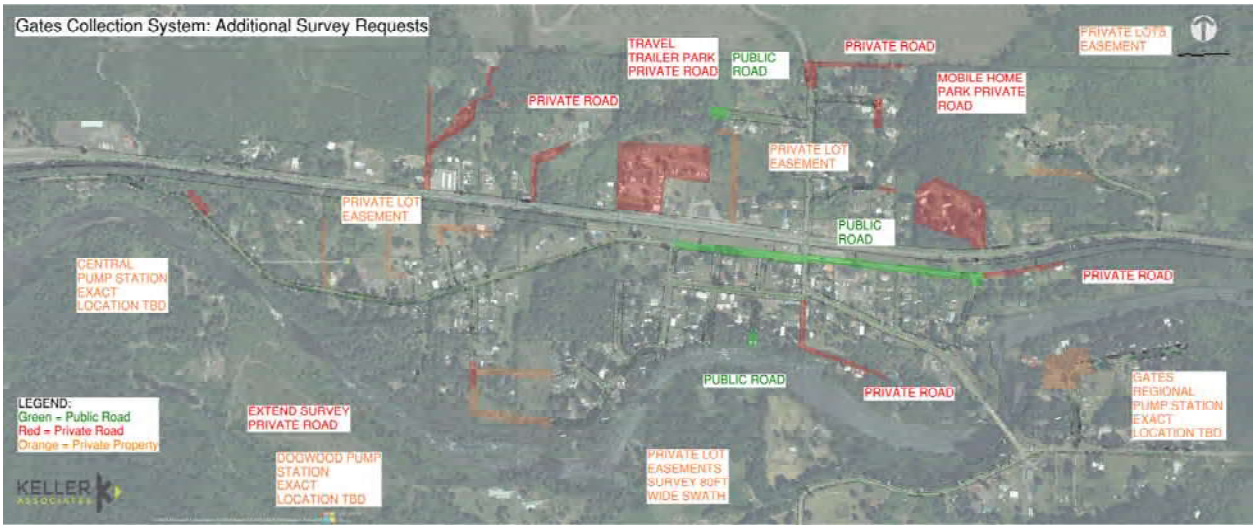
Task 201.7 – Gates Collection System Survey
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

201.7.1 Topographic Survey. Consultant shall perform a topographic surface survey of the proposed Gates Collection System. This topographic survey will encompass right-of-way surveying along the proposed sewer alignment routes as shown in the figure below (subject area):



Additional Survey required based on 30% Design Alignment:



Consultant shall perform a topographic surface survey of Alder Street for the Alder Street Upsizing Improvements. This topographic survey will encompass right-of-way surveying along the proposed sewer alignment routes as shown in the figure below (subject area):



Tasks shall include administration and coordination, survey research, field monument ties and boundary resolution, field topographic survey of mainlines and grinder pump routes, and survey processing. Field topographic survey efforts include:

a. Locate existing monumentation to complete a boundary resolution for subject area.

b. Provide topographic surface data, including locations of underground utilities (as marked by utility purveyors) along alignment routes.
c. Obtain spot elevations at approximate 50-foot on center spacing, including roadway centerlines, top of curb, flowline of curb, and lip of gutter.
d. Provide additional spot elevations needed to identify grade breaks and other topographic features.
e. Locate surface features over subject area, including: accessways, driveways, curbs, structures, fences, poles, disposal areas, and drainage areas.
f. Locate ground and above ground utilities, including: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants.
g. Locate all trees 8+ inches diameter at breast height, noting coniferous or deciduous.
h. Surface data to create 1-foot contours and provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an .xml file.
i. Establish site control.
j. Show power lines, and telecommunications including any identification information.
k. For storm drain, culverts, and sanitary sewers:
    - Show rim or grate elevations and inverts for manholes and drainage structures, with structure size (approximate inside dimension).
    - Show pipe diameters, pipe material, and direction of pipe.
    - Manhole symbols shall be shown at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
    - Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.
    - Show utility lines as continuous, do not terminate shortly after a structure, extend to upstream or downstream structure.

201.7.2 Easements. Prepare legal descriptions and visual exhibit maps for up to one-hundred (100) easement areas.

201.7.3 Private Utility Locating Services. Consultant to coordinate and provide private utility locating services and revised survey drawings reflecting locations of the confirmed utilities for areas highlighted in the map below:



Assumptions:

- Survey shall be based on an official benchmark for the region.
- ~~Private utility locating services may be recommended should utility purveyors (i.e. communication companies) fail to mark their utility lines on pre-survey projects. If these are not marked, this service will be provided as an additional service.~~
- The scope of work does not include:
  - Retracement Survey recorded with County Surveyor's Office.
  - Easement retracement
  - Wetland Mapping
  - Title Reports for affected properties.
- For additional survey required based on 30% Design Alignment:
  - Private Property- Survey 50 feet on both sides of property line (total 100-foot width).
  - Private Roads – Survey 10 feet from edge of gravel/pavement, both sides.

Deliverables:

- Basemaps in AutoCAD 3D format.
- Legal Descriptions and Visual Exhibit Maps for up to one-hundred (100) easement areas.

Task 201.8 – Gates Collection System Geotechnical Investigation
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

201.8.1 Subsurface explorations will be completed for the proposed sewer collection system in Gates, Oregon. Specific geotechnical design elements include review of access permits/plans (if available) and geotechnical recommendations for approximately 24,700

linear feet of new 8-inch gravity mains, approximately 7,200 linear feet of new pressure sewer, and up to three (3) new pump stations throughout the City of Gates. Explorations at three (3) preliminary lift station locations (Central Street Lift Station, Garden Lane Lift Station, and Sorbin Street Lift Station) were completed. As design has developed to 30%, the Sorbin Street Lift Station will not be pursued; instead, one additional exploration will be completed along Linnwood Drive for a proposed regional lift station. Subsurface explorations will be completed using a trailer-mounted drill rig, except for at the three pump stations where a roto-sonic drill rig will be used to acquire subsurface data to sufficient depth in anticipated gravel soils. The intent of the subsurface explorations is to adequately characterize subsurface soils along the proposed alignment and pump stations.

201.8.1.1 Review proposed project plans to be provided by the Project Team for geotechnical design and construction elements.

201.8.1.2 Provide an exploration work plan detailing approximate locations and proposed depth of explorations.

201.8.1.3 Complete an application for Oregon Department of Transportation (ODOT) miscellaneous use permit for fieldwork, if required.

201.8.1.4 Complete a utility locate request for the site through the public one call system.

201.8.1.5 Coordinate with a private utility locate subcontractor to complete utility locates at proposed exploration locations.

201.8.1.6 Explore subsurface soil and groundwater conditions at the site by conducting subsurface explorations with a trailer-mounted drill rig approximately every 300 to 500 feet along the proposed alignment (approximately 67 to 110 borings). The borings will be performed by a driller subcontracted to and scheduled by the Consultant. Borings will be conducted to a depth of up to 10 feet below ground surface (bgs) with the intention to identify depth to presence of native rock suspected to be present in the subsurface. Borings will be advanced to the depths noted or to a depth of practical refusal in dense or collapsing materials if encountered, whichever is shallower.

201.8.1.7 Explore subsurface soil and groundwater conditions at four (4) ~~three (3)~~ proposed pump station locations by conducting one subsurface exploration at each location with a roto-sonic drill rig. The borings will be performed by a driller subcontracted to and scheduled by the Consultant. Borings will be conducted to a depth of up to 40 feet bgs with the intention to identify depth to presence of native rock suspected to be present in the subsurface. Borings will be advanced to the depths noted or to a depth of practical refusal in dense or collapsing materials if encountered, whichever is shallower.

201.8.1.8 Provide a general description of existing site conditions.

201.8.1.9 Maintain a general description of existing site conditions.

201.8.1.10 Maintain a detailed log of subsurface explorations. Collect samples of the subsurface materials encountered.

201.8.1.11 Conduct laboratory tests using soil samples obtained from the explorations in general conformance with American Society for Testing and Materials (ASTM) including moisture content tests, plasticity index (Atterberg Limits) tests, or fines content analyses as appropriate, depending on the types of materials encountered. Three (3) moisture content determination tests in general accordance with ASTM D2216 and one (1) fines content analysis test in general accordance with ASTM D1140 and/or C117 will be completed on soil samples collected from the proposed pump station on Linnwood Drive.

201.8.1.12 Provide recommendations for trench backfill materials, compaction, and general construction specifications.

201.8.1.13 Complete a final geotechnical letter report specific to the sewer collection system and pump stations.

Assumptions:

- Fieldwork can be completed during normal working hours (Monday to Friday, 8:00 AM to 5:00 PM) and will not require that fieldwork be completed during nights or weekends.
- Brush clearing along the alignment and cleared access to exploration locations will be completed by the Project Team prior to the commencement of fieldwork.
- Traffic control will only be required for 20% of the explorations [four (4) days].
- Contaminated soil will not be encountered during the explorations.
- Permit fees will be waived.
- Site access and right of entry will be facilitated by Project Team.
- This task does not include geotechnical construction observation or testing services,
- Consultant will coordinate with the Project Team to establish exploration locations that will minimize damage to existing development.
- Drilled borings will be backfilled as required by state law, and surface disturbance will be minimized to the extent practical.
- Geotechnical investigation at the proposed lift station on Linnwood Drive will be limited to one day (8 hours) of field work.

Deliverables:

- Draft Geotechnical Letter Report
- Final Geotechnical Letter Report
- One Geotechnical Letter Report Addendum for geotechnical investigation on Linnwood Drive

Task 201.9 – Gates Collection System Environmental Due Diligence
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Environmental due diligence shall be completed for the proposed Gates Collection System in Linn and Marion Counties, Oregon. The project area will consist of a 50-foot right-of-way along approximately 5-miles of pipeline. The proposed pipelines will be installed with an open trenching method. Environmental due diligence will include project management, wetlands and water delineation, cultural resources investigation, and Phase I environmental site assessments (ESAs). These tasks are intended to inform the project's final design and minimize impacts to existing resources.

Consultant Responsibilities:

201.9.1 Project Management. The Consultant will coordinate with the Project Team to receive project materials, prepare invoicing, and transmit correspondence. The Consultant will maintain project files to include necessary supporting materials as required. The Consultant's project manager will monitor task performance, schedule, and budget; approve project expenses; and ensure that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Beyond general coordination and communication, Consultant will provide a monthly email to inform the Project Team about the project's progress. The monthly email will outline which tasks were worked on during the month and the progress of those tasks, as well as what tasks are anticipated to be worked on in the following month. As part of these monthly emails, Consultant shall provide a budget summary and consistent communication to keep projects on track and within their schedule and budgets. Additionally, Consultant will participate in bi-monthly check-in calls and attend regular check-in meetings with the Project Team to provide status updates and discuss action items. Consultant's senior subject matter experts will provide quality reviews and input on overall project approach.

Assumptions:

- Project duration for this task will be four (4) months.

201.9.2 Environmental Due Diligence ~~Wetlands and Waters Delineation~~

201.9.2.1 Wetlands and Ordinary High Water Line Delineation. Consultant will survey the project area to evaluate whether wetlands and waters are present. If wetlands or waters are found, Consultant will delineate wetland boundaries in accordance with the methodology of the 1987 *U.S. Army Corps of Engineers Wetlands: Delineation Manual* and the 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0),* used by the U.S. Army Corps of Engineers and the Oregon Department of State Lands (DSL). Hydrology, soils, and vegetation will be documented at select sample plot locations and recorded on standardized wetland determination data forms.

Streams and other waters will be delineated based on the U.S. Army Corps of Engineers' 2005 *Regulatory Guidance Letter 05-05: Ordinary High Water Mark Identification.* As defined in DSL's Oregon Administrative Rule 141-085-0515, field indicators for the ordinary high water line (OHWL) can include the following: a clear, natural line impressed on the shore or bank; a change in vegetation from riparian (e.g., willows) to upland (e.g., oak or fir); a textural change of depositional sediment or changes in the character of the soil (e.g., from sand/cobble/gravel to upland soils); an elevation below which no fine debris (e.g., needles, leaves, cones, and seeds) occurs; and the presence of litter and debris, water-stained leaves, and water lines on tree trunks.

Wetlands and OHWL boundaries and any sample plot locations will be surveyed using Collector for ArcGIS paired with a computer tablet and a Juniper Geode GNSS receiver capable of submeter accuracy. These data would be imported into a GIS program to produce a site map showing the delineated wetland and OHWL boundaries.

201.9.2.2 Wetlands and Ordinary High Water Line Delineation Report. Consultant will prepare a summary report of the wetland and OHWL delineations to meet DSL requirements for wetlands and other waters delineation reports. The report will be submitted to the Project Team for review prior to submission to any regulatory agencies. This task includes the preparation of the required DSL wetland report cover form, to be signed by Consultant prior to submitting the report to DSL for review and concurrence.

Assumptions:

- Task assumes five (5) hours of agency coordination time but does not include a site visit with the regulatory agencies (i.e. with DSL).
- Budget assumes the DSL wetland report review fee will be paid for directly by the Owner.
- Natural resources on the site will be accessible by foot. If vegetation such as Himalayan blackberry prevents access to natural resources on the site, clearing must be completed before field work can be completed.
- Task assumes five (5) days (40 hours) of wetland delineation and OHWL field work for three (3) scientists.
- Owner will provide one (1) round of comments on the draft delineation report.
- All deliverables will be provided electronically; no hard copies will be provided.
- The delineations will be based on the project area (Gates_Pipe.kmz) in documentation received from the Project Team.
- Ideal wetland delineation times are typically from late winter to late spring to capture hydrology and plant phenology. If wetland hydrology and plant indicators are not apparent, another field visit may be needed during optimal conditions to confirm wetland presence.
- Any on-site flagging required for fieldwork or professional surveying will be incidental to this item without additional measurement or payment for on-site flagging.
- If required, a Joint Permit Application for impacts to wetlands and/or other waters is not included within this task.

Deliverables:

- Wetlands and OHWL delineation report.

~~201.9.3 Cultural Resources Investigation~~

~~201.9.3.1~~ 201.9.2.3 Tribal Coordination. Consultant will coordinate with the cultural resources departments of the Confederated Tribes of Grand Ronde, Confederated Tribes of Siletz Indians, and Confederated Tribes of Warm Springs to inquire about local historical knowledge of the project area or any concerns about the location of the project. All project-related Tribal coordination will be described in the final report.

~~201.9.3.2~~ 201.9.2.4 Background Research and Permitting. Prior to fieldwork, Consultant will conduct a records search of the Oregon Archaeological Records Remote Access (OARRA) online database, maintained by the Oregon State Historic Preservation Office (SHPO), for information about previous cultural resource studies and previously identified archaeological sites in the project vicinity. Consultant will review available background resources pertinent to the history, prehistory, ethnography, and environmental context of the project area. These background resources will include

any recent geotechnical reports, ethnographic and historical accounts, General Land Office documents, historical maps, historical photographs, and other relevant research information available from local libraries, historical societies, or informants.

Because portions of the project are located on land managed by state and local entities, an archaeological excavation permit must be obtained from SHPO before archaeological testing takes place (per Oregon Revised Statute [ORS] 390.235 and its implementing guidelines). Consultant will apply for this excavation permit (ORS 358.905 and 97.740). These statutes require protection of archaeological sites, objects, and human remains on public lands in Oregon. It is required that the permit be obtained prior to the start of archaeological testing or monitoring. Excavation permit applications usually require up to 35 to 40 days for submission and review.

Consultant will submit a detailed permit application covering possible scenarios should significant cultural resources be found, to avoid the need to apply for additional excavation permits through SHPO.

~~201.9.3.3~~ 201.9.2.5 Field Survey. Consultant will conduct an archaeological survey in all areas where ground-disturbing activities will occur to identify any archaeological resources that may be present within the project area. Preliminary research shows no previous cultural resources investigations have overlapped the project according to OARRA. The survey will include a pedestrian walkover and subsurface shovel probes. The pedestrian survey will involve archaeologists walking along transects spaced no more than 10 meters apart, systematically examining the ground surface for archaeological materials. Consultant crews will record their observations on standardized field forms and in field notebooks.

Consultant will conduct subsurface testing in locations with a high probability of containing archaeological resources, where project-related ground disturbance will occur, to identify any archaeological resources that may be present within the project site. Consultant proposes to excavate up to 40 shovel probes. Probes will be a minimum of 30 centimeters (cm) in diameter and will extend to a minimum of 50 cm below the surface and two culturally sterile 10-cm levels, where possible. All soils will be screened through ¼-inch hardware mesh. A bucket auger will be used to sample more deeply buried sediments up to 200 cm below the surface opportunistically throughout the project area.

Consultant field staff will collect all cultural material from shovel probes that is clearly not modern, per the archaeological permit conditions. All diagnostic materials (those that have a clear temporal connection) will be photographed. Resources will be recorded on the appropriate SHPO resource forms. Resource location GPS data will be collected and submitted as GIS files. If a GPS unit cannot be used to record resources, locations of areas surveyed or resources will be marked on a U.S. Geological Survey quadrangle map and then georeferenced during post-field processing. All recording procedures will follow SHPO guidelines.

~~201.9.3.4~~ 201.9.2.6 Reporting. Consultant will prepare a cultural resources survey report detailing the findings of the Tribal coordination, background research, pedestrian field survey, and subsurface testing. The report will include a description of the regulatory context, regional and local background research, methods, expectations, and results of the survey.

Consultant will provide an electronic version of the draft report to the Project Team for review. After addressing comments from the Project Team, Consultant will provide the draft report to SHPO and interested Tribal entities for review. Consultant will coordinate with both SHPO and the Tribes for timely review of the report. After acceptance of the final report, Consultant will provide GIS shapefiles and maps of the areas surveyed and cultural resources identified to the Project Team, provided that any private landowner(s) approve(s) of disclosing information about their properties.

Assumptions:

- The records search area will not extend farther than one (1) mile beyond the project area. Consultant will be able to complete the literature review using electronically available resources, and no in-person file searches will be required.
- The project location and size will remain as identified in the request for scope and cost (approximately 5 linear miles represented in the map labeled Gates_Pipe.kmz).
- Based on a preliminary review of SHPO records, Consultant anticipates no cultural resources will be identified and require documentation in the project area. If archaeological materials are collected and require curation or analyses, these services will be provided as an additional service.
- Every site larger than one (1) acre will be considered as an additional site; otherwise, it is assumed that no lithic landscapes or overly dense lithic source areas will be encountered.
- Fieldwork will be unimpeded by access restrictions (e.g., fences, locked gates, and livestock), weather, road construction, landowner restrictions, or other factors outside of Consultant's control as identified elsewhere in this Agreement.
- Shovel probes will be placed only within the Mill City proposed pipeline. The proposed pipeline within Gates city limits is within hardscaped areas, which cannot be excavated (subsurface tested) by hand.
- Cultural resources survey report will require no more than one round of review by the Owner. Comments on the report from the Owner will not require more than four (4) hours of Consultant labor to address. No comments will be received from SHPO review, and minimal comments (up to four [4] hours of work) will be received from the Tribes.

Deliverables:

- Draft and final cultural resources survey report.
- Draft and final GIS spatial data showing cultural resources investigation results.

~~201.9.4~~ 201.9.2.7 Phase I Environmental Site Assessments. Consultant will prepare two Phase I ESA reports for the proposed Gates Collection System; one report each for the eastern and western portions of the project, which are separated by approximately 1.4 miles. The Phase I ESAs will be completed in general accordance with the standards described in the current ASTM Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase*

I Environmental Site Assessment Process (2021). The goal of a Phase I ESA is to assess the subject property, to the extent practical, for the potential presence of recognized environmental conditions (RECs), defined in ASTM Standard E1527-21. This scope of work applies to each Phase I ESA and consists of the following tasks.

~~201.9.4.1~~ 201.9.2.7.1 Records Review. Consultant will review appropriate documents, including historical aerial photographs, historical topographic maps, and other land-use documents, to identify past operations or activities at the subject property that may have caused the release of hazardous substances into the environment. As part of the review process, the site location, hydrogeological characteristics, geographic setting, and physiography will also be summarized.

Additionally, available state and federal regulatory databases will be reviewed to determine whether the subject property or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard. Consultant assumes that sufficient data will be readily available such that an in-person regulatory file review will not be needed. Due to the nature of the site, Consultant will not obtain and review Sanborn Company Fire Insurance maps or city directory searches.

~~201.9.4.2~~ 201.9.2.7.2 Interviews. Consultant will interview select property owners/managers, as contact information is available. For the Gates Collection System, Consultant assumes that the City of Gates, Marion County, and/or Linn County will be the interviewee for portions within roadway rights-of-way. Additional interviews may be conducted for additional information, such as owners of properties with gas stations or industrial uses. The interviews may be comprised of phone calls, emails, and/or mailings. Consultant will initiate a second attempt to reach non-respondents. This task is subject to the Project Team's approval to interact with property owners.

~~201.9.4.3~~ 201.9.2.7.3 Site Reconnaissance. A Phase I ESA includes a reconnaissance of the subject property and vicinity to observe and photograph areas with potential RECs and to document current conditions. Consultant will study aerial photographs and topographic maps in conjunction with other data to identify areas of environmental interest on the subject property that would require in-person observation to identify and/or document. Field staff will visit each of the areas of environmental interest to observe and document them with digital photographs and notes. Access to private, locked, or restricted areas will be arranged by the Project Team. This task does not include activities such as collecting or analyzing soil, air, water, or other environmental samples, or addressing asbestos-containing materials, lead-based paint, or radon.

~~201.9.4.4~~ 201.9.2.7.4 User-Provided Information. User-provided information is an essential component of the Phase I ESA and includes items such as relevant environmental documents, a completed Phase I ESA User Questionnaire, a completed Initial Data Request, and access to the subject property. User is responsible for providing Consultant the results of a search of recorded land-title records and judicial records for environmental liens and activity and use limitations (AULs).

~~201.9.4.5~~ 201.9.2.7.5 Report Generation. The Phase I ESA findings will be summarized and documented in one report each for the eastern and western portions of the project. Consultant will submit drafts within 6 to 8 weeks of starting the Phase I ESAs. Consultant will respond to one round of comments and provide the client with final reports within one (1) week of receiving comments.

According to the ASTM standard, the content of a Phase I ESA is valid for 180 days after the first data are collected. If the date of the intended use of the Phase I ESAs is not within that 180-day period, updated reports may be necessary. Non-scope issues identified in the ASTM standard include radon, lead and asbestos, radioactivity, regulatory compliance, wetlands, and endangered species. Non-scope issues will not be addressed in the Phase I ESA reports.

Assumptions:

- The ASTM User Questionnaires and Consultant's Initial Data Requests will be returned to the Consultant promptly upon commencement of the project.
- No provision is included for delays due to land access, coordination, weather issues, or other factors beyond the Consultant's control as identified elsewhere in this contract. Delays are not included in the fee.
- Assume one round of revisions to each report's text. Substantial revisions, such as a revised scope or project area, will incur additional cost.
- Fieldwork for the Phase I ESAs will be completed in conjunction with that for other resources and will not be an independent mobilization.
- Owner will pay applicable Linn and Marion County fees (approximately $1,450 per application).
- SHPO and Tribes will not require more than 30 days for review.
- A 50-year chain-of-title report, and a search for liens and AULs will not be obtained by Consultant under this task.

Deliverables:

- Draft and final Phase I ESA Reports for the eastern and western portions of the project.

Task 201.10 – Force Main Alignment Environmental Due Diligence
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Environmental due diligence shall be completed on approximately 3.6-linear-mile pipeline (25-foot right-of-way) of project area in Linn County, Oregon, which will include the proposed:

- Gates/Mill City Force Main

Environmental due diligence will include project management, wetlands and waters delineation, cultural resources investigation, and Phase I environmental site assessment (ESA). These tasks are intended to inform the project's final design and minimize impacts to existing resources.

Consultant Responsibilities:

201.10.1 Project Management. Consultant will coordinate with Project Team to receive project materials, prepare invoicing, and transmit correspondence. Consultant will maintain project files to include necessary supporting materials, as required. The project manager will monitor task performance, schedule, and budget; approve project expenses; and check that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Beyond general coordination and communication, Consultant will provide a monthly email to inform the Project Team about the project's progress. The monthly email will outline which tasks were worked on during the month and the progress of those tasks, as well as what tasks are anticipated to be worked on in the following month. As part of these monthly emails, Consultant shall provide a budget summary and consistent communication to keep projects on track and within their schedules and budgets. Additionally, Consultant's project manager will schedule bi-monthly check-in calls and attend regular check-in meetings with Project Team to provide status updates and discuss action items. Consultant's senior subject matter experts will provide quality reviews and input on overall project approach.

Assumptions:

- Bi-monthly check-in calls will be approximately 30 minutes long.
- There will be twelve (12) monthly check-in calls between Consultant and Project Team.

Deliverables:

- Meeting minutes.

201.10.2 Environmental Due Diligence ~~Wetlands and Waters Delineation~~

201.10.2.1 Wetlands and Ordinary High Water Line Delineation. Consultant will survey the project area to evaluate whether wetlands and waters are present. If wetlands or waters are found, Consultant will delineate wetland boundaries in accordance with the methodology of the 1987 U*.S. Army Corps of Engineers Wetlands Delineation Manual* and the 2010 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Regions (Version 2.0)*, used by the U.S. Army Corps of Engineers and the Oregon Department of State Lands (DSL). Hydrology, soil, and vegetation will be documented at select sample plot locations and recorded on standardized wetland determination data forms.

Streams and other waters would be delineated based on the U.S. Army Corps of Engineers' 2005 *Regulatory Guidance Letter 05-05: Ordinary High Water Mark Identification.* As defined in DSL's Oregon Administrative Rule 141-085-0515, field indicators for the OHWL can include the following: a clear, natural line impressed on the shore or bank; a change in vegetation from riparian (e.g., willows) to upland (e.g., oak or fir); a textural change of depositional sediment or changes in the character of the soil (e.g., from sand /cobble/gravel to upland soils); an elevation below which no fine debris (e.g., needles, leaves, cones, and seeds) occurs; and the presence of litter and debris, water-stained leaves, and water lines on tree trunks. Wetlands and OHWL boundaries and any sample plot locations will be surveyed using Collector for ArcGIS paired with a tablet and a Juniper Geode GNSS receiver

capable of submeter accuracy. These data would be imported into a GIS program to produce a site map showing the delineated wetland and OHWL boundaries.

201.10.2.2 Wetlands and Ordinary High Water Line Delineation Report. Consultant will prepare one (1) delineation report of the wetland and OHWL delineations to meet DSL requirements for wetlands and other waters delineation report:

Wetlands and OHWL Delineation Report:
- Gates/Mill City Force Main



Wetlands and OHWL Delineation Survey Area

The report will be submitted to Project Team for review prior to submitting to any regulatory agencies. This task includes the preparation of the required DSL wetland report cover form, to be signed by a Project Team representative prior to submitting the report to DLS for review and concurrence.

Assumptions:

- This task include five (5) hours of agency coordination time (four (4) hours for Project Team and three (3) hour for GIS specialist).
- The 2025 DSL wetland report review fee is $575 per report and will be paid for directly by the Consultant.
- Access to the area will be arranged by Project Team.
- Natural resources on the site will be accessible by foot. If vegetation such as Himalayan blackberry prevents access to natural resources on the site, clearing must be completed before fieldwork can be done, or an additional site visit will be needed at additional cost.
- This cost estimate does not include a DSL site visit.
- This cost estimate is based on two (2) days of wetland delineation and OHWL fieldwork for two scientists. Project team will provide one round of comments on the draft delineation report. Any task not expressly described herein is not included in the proposed cost.
- All deliverables will be provided electronically; no hard copies will be provided.
- The delineations will be based on the project area shown by the alignment in the figures above. Any change to the project area after survey will incur additional costs.

- Ideal wetland delineation times are typically from late winter to late spring to capture hydrology and plant phenology. If wetland hydrology and plant indicators are not apparent, another field visit may be needed during optimal conditions to confirm wetland presence.
- Traffic control flagging is not included.
- This scope of work does not include a joint permit application for impacts to wetlands or other waters.

Deliverables:

- Draft and Final Wetlands and OHWL Delineation Report.

~~201.10.3 Cultural Resources Investigation~~

~~204.10.3.1~~ 201.10.2.3 Tribal Coordination. Consultant will coordinate with the cultural resources departments of the Confederated Tribes of Grand Ronde, Confederated Tribes of Siletz Indians, and Confederated Tribes of Warm Springs to inquire about local historical knowledge of the project area. Consultant will also ask if they have any cultural concerns about the location of the project. All project-related Tribal coordination will be described in the final report.

~~201.10.3.2~~ 201.10.2.4 Background Research and Permitting. Prior to fieldwork, Consultant will conduct a records search of the Oregon Archaeological Records Remote Access (OARRA) database, maintained by the Oregon State Historic Preservation Office (SHPO), for information about previous cultural resource studies and previously identified archaeological sites in the project vicinity. Consultant staff will review other available background resources pertinent to the history, prehistory, ethnography, and environmental context of the project area. These background resources will include any recent geotechnical reports, ethnographic and historical accounts, General Land Office documents, historical maps, historical photographs, and other relevant research information available from local libraries, historical societies, or informants. Based on preliminary research, the current project area overlaps a marked historic-era railroad that is currently unevaluated for the National Register of Historic Places.

Because portions of the project are located on land managed by state and local entities, an archaeological excavation permit must be obtained from SHPO before archaeological testing takes place (per Oregon Revised Statute (ORS) 390.235 and its implementing guidelines). The Consultant project manager will apply for up to one (1) excavation permit (ORS 358.905 and 97.740). These statutes require protection of archaeological sites, objects, and human remains on public lands in Oregon. It is required that the permit be obtained prior to the start of archaeological testing or monitoring. Excavation permit applications usually require up to 35 to 40 days for submission and review.

Consultant will submit a detailed permit application outlining possible scenarios should significant cultural resources be found, to avoid applying for additional excavation permits through SHPO.

~~201.10.3.3~~ 201.10.2.5 Field Survey. Consultant will conduct an archaeological survey in areas where ground-disturbing activities will occur to identify potential archaeological

resources around the proposed area of disturbance. The survey will include a pedestrian walkover and subsurface shovel probes. The pedestrian survey will involve archaeologists walking along transects spaced no more than 20 meters apart, systematically examining the ground surface for archaeological materials. Consultant crews will record their observations on standardized field forms and in field notebooks.

Preliminary research shows no previous cultural resources investigations have overlapped the project according to OARRA. Consultant will conduct subsurface testing in locations with a high probability of containing archaeological resources, where project-related ground disturbance will occur, to identify any archaeological resources that may be present within the project site. Consultant proposes to excavate up to twenty (20) shovel probes. Probes will be a minimum of 30 centimeters (cm) in diameter and will extend to a minimum of 50 cm below the surface and two culturally sterile 10-cm levels, where possible. All soils will be screened through ¼-inch hardware mesh. A bucket auger will be used to sample more deeply buried sediments up to 200 cm below the surface opportunistically throughout the project area.

Consultant field staff will collect all cultural material from shovel probes that is clearly not modern per the archaeological permit conditions. The cost of this scope of work does not include curation or laboratory artifact analysis costs. All diagnostic materials (those that have a clear temporal connection) will be photographed. Resources will be recorded on the appropriate SHPO resource forms. Resource location GPS data will be collected and submitted as GIS files. If a GPS unit cannot be used to record resources, locations of areas surveyed or resources will be marked on a U.S. Geological Survey quadrangle map and then georeferenced during post-field processing. All recording procedures will follow SHPO guidelines. Consultant's cost estimate assumes no archaeological resources will be encountered during the survey. If archaeological materials are collected and require curation or analyses, a change order will be requested.

~~201.10.3.4~~ 201.10.2.6 Reporting. Consultant will prepare one (1) cultural resources survey report detailing the findings of the Tribal coordination, background research, pedestrian field survey, and subsurface testing. The report will include a description of the regulatory context, regional and local background research, methods, expectations, and results of the survey.

Cultural Resources Survey Report:
- Gates/Mill City Force Main



Cultural Resources Survey - Area of Potential Effect (APE)

Consultant will provide an electronic version of the draft reports to the Project Team for review. After addressing comments from the Project Team, Consultant will provide the draft report to the SHPO and interested Tribal entities for review. Consultant assumes that SHPO and the Tribes will not require more than 30 days for review . Consultant will coordinate with both SHPO and the Tribes for timely review of the report. After acceptance of the final report, Consultant will provide GIS shapefiles and maps of the areas surveyed and cultural resources identified to Project Team, provided that the private landowner(s) approve(s) of disclosing information about their properties.

Assumptions:

- All meetings and coordination with Project Team will be conducted via conference calls and email.
- The records search area will not extend farther than one (1) mile beyond the project area. Consultant will be able to complete the literature review using electronically available resources, and no in-person file searches will be required.
- The project location and size will remain as identified in the request for scope and cost (3.6 linear miles).
- Based on a preliminary review of SHPO records, Consultant anticipates no cultural resources will be identified and require documentation in the project area.
- For the purposes of total site count, every site larger than one (1) acre will be considered as an additional site based on every additional acre; otherwise, it is assumed that no lithic landscapes or overly dense lithic source areas will be encountered.
- Consultant's ability to conduct fieldwork will be unimpeded by access restrictions (e.g., fences, locked gates, and livestock), weather, road construction, landowner restrictions, COVID-19-related restrictions, force majeure, or any other factor(s) outside of Consultant's control.
- Consultant will prepare one (1) cultural resources survey report, and the report will require no more than one round of review by Project Team. Comments from the Project Team on the report will not require more than four (4) hours of Consultant labor to address. No comments will be received from SHPO review, and minimal comments (up to four (4) hours of work needed to address comments) will be received from the Tribes.

Deliverables:

- Draft and Final Cultural Resources Survey Report I.
- Draft and Final GIS spatial data from cultural resources investigation results.

~~201.10.4~~ 201.10.2.7 Phase I Environmental Site Assessments. Consultant will prepare a Phase I Environmental Site Assessment (ESA) report for:

Phase I ESA Report:

- Gates/Mill City Force Main



Phase I ESA Project Area

The Phase I ESA will be completed in general accordance with the standards described in the current ASTM Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (2021). The Phase I ESA will be directed by a qualified Environmental Professional, as required by the ASTM standard.

A Phase I ESA conducted in accordance with ASTM Standard E1527-21 constitutes all appropriate inquiry into the previous ownership and uses of the property, consistent with good commercial or customary practice, and will allow the Owner to satisfy one of the requirements for landowner liability protections under the Comprehensive environmental Response, Compensation, and Liability Act (42 United States Code 9601). The Phase I ESA will consist of the subtasks described below.

~~201.10.4.1~~ 201.10.2.7.1 Records Review. Consultant will review appropriate documents, including historical aerial photographs, historical topographic maps, and other land-use documents in order to identify past operations or activities on the subject property or nearby properties that may have caused the release of hazardous substances or petroleum products into the environment. As part of the review process, site location, hydrogeological characteristics, geographic setting, and physiography will also be summarized.

Available state and federal regulatory databases will be reviewed to assess whether the subject property or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM standard.

~~201.10.4.2~~ 201.10.2.7.2 Interviews. Consultant will attempt to interview property owners based on contact data provided by the client. Additionally, reasonable attempts will be made to interview at least one staff member of state or local government agencies regarding information that indicates recognized environmental conditions (RECs) in connection with the subject property. For the force main corridor, Consultant assumes that the city and/or county will be the interviewee for portions within roadway rights-of-way.

~~201.10.4.3~~ 201.10.2.7.3 Site Reconnaissance. A Phase I ESA includes a reconnaissance of the subject property and vicinity to observe and photograph areas with potential RECs and to document current conditions. As is customary for large sites, Consultant will study aerial photographs and topographic maps in conjunction with other data to identify areas of environmental interest on the subject property that would require in-person observation to identify and/or document. Field staff will visit each of the areas of environmental interest to observe and document them with digital photographs and notes. Field staff will also view the subject property in general for additional observations and take photographs and notes. Access to private, locked, or restricted areas would be arranged by a client representative. This scope of work does not include activities such as collecting or analyzing soil, air, water, or other environmental samples.

~~201.10.4.4~~ 201.10.2.7.4 Owner-Provided Information. Owner-provided information is an essential component of the Phase I ESA and includes items such as copies of previous Phase I ESAs or other relevant environmental documents, a completed ASTM Phase I ESA User Questionnaire, a completed Consultant Initial Data Request, and access to the subject property. Consultant will perform a search of recorded land-title records and judicial records for environmental liens and activity and use limitations.

~~201.10.4.5~~ 201.10.2.7.5 Report Generation. The Phase I ESA findings will be summarized and documented in one report for each of the three areas. Sections within each report will consist of 1) a description of the property, 2) summaries of the site history and interviews, 3) a regulatory database review, 4) a description of the site reconnaissance, 5) report findings and conclusions, and 6) figures and appendices. Each report will include Consultant's professional opinion concerning the environmental disposition of the site regarding the presence of RECs. Report limitations and all literature cited will also be included.

According to the ASTM standard, the content of a Phase I ESA is valid for 180 days after the first data are collected. If the date of the intended use for Phase I ESA is not within 180 days, an update may be necessary, Non-scope issues identified in the ASTM standard include radon, lead, and asbestos, radioactivity, regulatory compliance, wetlands, and endangered species. Non-scope issues will not be addressed in the Phase I ESA reports.

Assumptions:

- The ASTM User Questionnaires and Consultant Initial Data Requests will be returned to Consultant promptly upon commencement of the project.

- This scope of work includes one round of revisions to each report's text. Substantial revisions, such as a revised scope or project area, will incur additional cost.
- Fieldwork for the Phase I ESA will be completed in conjunction with that for other resources and will not be an independent mobilization.
- Marion and Linn County fees (estimated $1,450 per application) will be included in the Consultant's fee for this task.

Deliverables:

- Draft and Final Phase I ESA Report.

Task 201.11 – Mill City Collection System Cleaning and Inspection
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

201.11.1 CCTV Cleaning and Inspection. Flush and perform closed-camera television (CCTV) inspection for approximately 12,775 linear feet of Mill City sewer collection system piping.

201.11.2 Review and Identification of Spot Repairs. The Consultant will review and prioritize line repairs based on the CCTV inspections.

Assumptions:

- A dump site will be provided for debris removed from the sewer collection lines.
- Consultant will coordinate use of a Mill City fire hydrant as a source of water for filling the vacuum truck for flushing.
- Traffic control will include road signs and traffic cones only. Flaggers will not be provided.
- Consultant will not be held responsible if jetter hose gets stuck in a collection system pipe and incurs damage.
- Design drawings and specifications for the spot repairs will not be required for this task. A contract adjustment will be required if additional design is needed.

Deliverables:

- Video footage and field notes of CCTV inspection.
- Summary table and/or map for CM/GC indicating locations where repairs will be required within the Mill City Collection System as well as the order of priority.

202 MILL CITY AND GATES MWTF ENGINEERING

Previous work includes facility planning to identify treatment and disposal alternatives for wastewater generated and collected from Mill City and Gates as documented in the Mill City/Gates Wastewater Facilities Planning Study (2023 WWFPS). The recommendations from that work have led to this project, which consists of preliminary design for the Mill City and Gates Municipal Wastewater Treatment

Facility (MWTF) and rapid infiltration basins for disposal. The new MWTF will be designed for 2045 Projected Design Flows discussed in the 2023 WWFPS:

- 0.223 million gallons per day (MGD) annual average daily flow (AADF)
- 0.682 MGD peak hourly flow (PHF).

And will include design of the following improvements for construction:

- Headworks Building that will house the mechanical screen, grit classifier, and dewatering equipment.
- Grit removal system.
- Influent pump station.
- Septage receiving station
- Process Basins (sequencing batch reactor [SBR] and equalization basin).
- Process Building that will house the aeration blowers, chemical feed system, UV disinfection system, utility water system, and electrical motor control center.
- Denitrification filters.
- Solids holding tank.
- Six (6) Rapid Infiltration basins (RIB)
- The preliminary design also includes a new section of force main piping, connecting the existing force main (near the existing WPCF) to the new MWTF.

This task will include a preliminary engineering report (PER) to include sufficient detail intended to demonstrate that the proposed project meets the design criteria identified in the facility planning study. Permit application assistance will also be provided. Drawings and specifications will be produced with sufficient detail to allow the Construction Manager / General Contractor (CM/GC) to develop a guaranteed maximum price (GMP) for the project. The task will also include providing pre-selection documents and evaluation for major equipment and long lead items.

Task 202.1 – Project Management

Consultant Responsibilities:

202.1.1 General Project Management. Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.

202.1.2 Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to establish Owner's pre-design review team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.

202.1.3 Progress Meetings. Conduct monthly progress meetings, including the Owner, Consultant and CM/GC.

202.1.4 Request for Information and Data Review. Prepare initial request for information for data to be used in the pre-design process. Review information requested and provide supplemental request for information if needed.

202.1.5 CM/GC Coordination. Coordinate with the CM/GC for general project efforts, including establishing lines of communication.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed. Coordinate attendance of CM/GC to progress meetings.

Assumptions:

- Assumes an eight (8)-month duration for general project administration.
- Progress meetings will be a combination of in-person and virtual meetings.

Deliverables:

- Monthly invoices.
- Meeting agendas and minutes.
- Request for information.

Task 202.2 – Preliminary Engineering Report (PER)

Consultant Responsibilities:

202.2.1 Design Criteria (Process). Discuss or reference design criteria items already provided in the Mill City/Gates Wastewater Facilities Planning Study (2023 WWFPS). Document additional design criteria that will serve as a basis for design.

202.2.2 New Hydraulic Profile. Prepare a preliminary hydraulic profile based on the selected improvements from the 2023 WWFPS (listed under Task 202).

202.2.3 Preliminary P&IDs. Prepare preliminary piping and instrumentation diagrams (P&IDs) based on City input, processes selected in the 2023 WWFPS (listed under Task 202), and process and control needs.

202.2.4 Preliminary Instrumentation/Controls. Prepare one-line diagram for power and a narrative describing the control strategy and objectives. Coordinate with Owner and power utility to identify power constraints and Owner's SCADA communication preferences.

202.2.5 Preliminary Mechanical Plans. Prepare preliminary mechanical designs based on anticipated major equipment selection.

202.2.6 Design Requirements Summary. Summarize design requirements for civil, structural, heating, ventilation and air conditioning, plumbing, electrical, and instrumentation and controls.

202.2.7 Concept Drawings. Develop concept drawings to address ODEQ PER submittal requirements, including site civil layout and project orientation on the selected site. Drawings to include items 202.2.1 through 202.2.5 above.

202.2.8 Workshop Meeting(s). Budget assumes up to three (3) workshop meetings. Meet with Owner and CM/GC to review draft deliverables.

202.2.9 Prepare PER. Prepare draft PER following the Oregon DEQ guidelines. Submit to Owner for review.

202.2.10 Comment Response and Final PER. Incorporate Owner input and submit to DEQ for review. Address agency comments and prepare final PER.

Owner Responsibilities:

- Review concept designs and provide comments.
- Review and comment on the PER.
- Pay for DEQ PER review fees.

Assumptions:

- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Assumes up to three (3) workshop meetings.

Deliverables:

- Agenda and minutes for meetings.
- Draft and Final PER.

Task 202.3 – Permitting Assistance

Consultant Responsibilities:

202.3.1 Permit Application. Assist Owner in preparing a WPCF Permit Application to be submitted to Oregon Department of Environmental Quality (DEQ). Coordinate with other entities to complete this permit application.

202.3.2 Conditional Use Permit. Coordinate with Linn County to satisfy requirements of Conditional Use Permit, including preparation of Landscaping and Parking Plan.

202.3.3 Land Use Compatibility Statements. Coordinate up to four (4) Land Use Compatibility Statements with appropriate entities including Linn County, Mill City, and Gates.

202.3.4 Permit Applications. Prepare up to fifteen (15) permit applications and coordinate with appropriate agencies for approval. Anticipated permit applications include:

a. Linn County Building and Planning Permit Applications for the commercial site development (grading and fill), structural, mechanical, plumbing, and electrical permit review for the Mill City and Gates Municipal Wastewater Treatment Facility.
b. Linn County Commercial Access Review (Encroachment) Permit Application for work in the public right-of-way (Linn County Road 816/SE Fairview Street).
c. DEQ 1200-CA Permit Application. Prepare erosion sediment control plans (ESCP) for the construction of the Mill City and Gates Municipal Wastewater Treatment Facility, SE

Fairview Street Realignment, Temporary Stormwater Outfall and Detention Basin, and construction staging located on the 100-ft Strip.

d. Oregon Health Authority Plan Review.

202.3.5 Stormwater Management Plan. Prepare a Stormwater Management Plan for Linn County Road Department's review including calculating the contributing impervious area, water quality and flow-control design storms, treatment capacity; determining best management practice (BMPs) to be utilized, their effectiveness, dimensions, and details; and an operation summary and maintenance plan.

Owner Responsibilities:

- Review and comment on permit application.

Assumptions:

- No Underground Injection Control registration will be required.

Task 202.4 – GMP Documents (30% Design)

Consultant Responsibilities:

202.4.1 Drawing Preparation. Prepare a set of drawings and limited specifications to aid the CM/GC in developing a GMP. The following preliminary drawings are anticipated as being included: general sheets, civil site, grading and yard piping plans, structural plans and limited sections, plumbing and HVAC plans, process mechanical plans and limited sections, electrical one-lines and site plan, and process and instrumentation diagrams. These plans are to be developed to an approximate 30% design level for the CM/GC to develop a GMP. Specifications to be included are limited to major mechanical and process equipment. Other information that may assist the CM/GC in developing a GMP will be provided, including site constraints, permitting requirements, and special inspections.

202.4.2 Pre-Purchase Selection. Prepare bidding documents for the pre-purchase of major process equipment and electrical equipment. This will include evaluation criteria, technical specifications, and limited drawings. Contract documents, including agreements, terms and conditions and so forth, will be provided by the CM/GC. Consultant will assist in evaluating bids received. Major equipment to be pre-purchased is limited to: headworks screen, grit removal system, sequencing batch reactor equipment, denitrification filters, UV disinfection equipment, dewatering system, motor control center (MCC)/switchgear, generator/automatic transfer switch (ATS), and transformers.

202.4.3 Value Engineering. Participate in three (3) value engineering (VE) workshops with the CM/GC and Owner. The purpose of these workshops will be to identify, with the CM/GC, potential cost savings alternatives to the project. Where the Owner elects to include such alternatives, the Consultant will modify the design and drawings as required to incorporate these changes. It is anticipated that these workshops will occur as follows: first workshop shortly after project kickoff, second workshop before pre-purchase equipment selection, third workshop approximately one to two months prior to contract completion.

202.4.4 Cost Estimate Assistance. Provide assistance to CM/GC in their preparation of the cost estimate by answering questions and adding clarity to project requirements.

Owner Responsibilities:

- Review and comment on drawings and specifications.
- Participate in the VE workshops.
- Review and comment on VE alternatives. Make decisions for VE-desired alternatives.

Assumptions:

- Drawings and specifications are limited to those identified in this task.
- Bidding documents for pre-purchased equipment are limited to those identified in this task. Documents for additional pre-purchased equipment will be considered a change to the contract.
- Value engineering efforts assume redesign will not require major modifications to the drawings or engineering calculations. Construction cost estimates will be provided by CM/GC.
- Contract documents for pre-purchase documents will be provided by the CM/GC.
- CM/GC will develop and provide the Guaranteed Maximum Price (GMP).
- Assisting with pre-qualification of subcontractors is not included.
- A single set of design drawings and draft specifications will be provided.

Deliverables:

- 30% drawings and select technical specifications

Task 202.5 – Final Design

Consultant Responsibilities:

202.5.1 Drawing Preparation. Prepare final drawings and specifications including general, site civil, mechanical, electrical, structural, and instrumentation sheets.

202.5.2 Site Visit. Visit the site to assist in preparing the final drawings and specifications. This task assumes one site visit.

202.5.3 Ongoing WPCF Permitting Assistance. Assist Owner in consultations with regulatory agencies in review of WPCF permit application and draft permit review. Task assumes up to six (6) such meetings. Revise the drawings and specifications in response to directives from such authorities, as appropriate. This task excludes National Pollutant Discharge Elimination System (NPDES) permitting.

202.5.4 NPDES Permitting Assistance. Provide assistance in preparation of NPDES permitting application and assist in responding to one (1) round of comments from Oregon Department of Environmental Quality (ODEQ) or other agencies. Task assumes up to six (6) coordination meetings with regulatory agencies.

202.5.5 Construction Cost Estimation Assistance. Advise Owner of recommended adjustments to the opinion of probable constructions cost.

202.5.6 90% Drawings. Submit 90% design review drawings and specifications to the Owner. Package to include drawings and draft technical specifications. Set will include general, civil, architectural, structural, mechanical, HVAC and plumbing, electrical, instrumentation and controls and general detail sheets. Participate in a 90% design review workshop meeting.

202.5.7 100% Design Submittal. Submit stamped/sealed drawings, calculations, and specifications to regulatory agency and Owner. Set will address one (1) round of Owner comments from 90% set. These drawings will be utilized for building permitting and construction. Respond to and address ODEQ comments and resubmit for approval as required.

202.5.8 Fairview Street Revisions. Revise stormwater and Fairview Street plans to address up to three (3) rounds of comments from Mill City for right-of-way permit.

202.5.9 NW. Alder Street/N. 1st Ave Sanitary Sewer Improvements. In the 2024 Wastewater Facilities Planning Study (WWFPS), a hydraulic model was completed to identify needed improvements to Mill City's collection system. Flooding along NW Alder Street directly downstream of the River Street Lift Station force main discharge is anticipated for future flows (Year 2070) and so the project will upsize the existing gravity pipeline from 4-inch to 8-inch diameter, from the manholes where the River Road pressure pipe discharges to gravity (along Alder Street west of NW 2nd Avenue) to the First Street Lift Station, as shown below:



202.5.9.1 90% Design Submittal. Prepare 90% design drawings and technical specifications. Design drawings shall include general, site civil, mechanical, structural sheets, and general detail sheets. Participate in 90% design review workshop meeting. Set will address one (1) round of Owner comments from 90% submittal set.

202.5.9.2 Permitting. Assist Owner with preparation of the following permit applications:

- Oregon Department of Transportation (ODOT) Utility Permit including Tribal Notification and Cultural Resource Certification.
- Mill City Right-of-Way Permit.
- Department of Environmental Quality (DEQ) Plan Review. Respond and address one (1) round of DEQ comments and resubmit for approval as required.

202.5.9.3 100% Design Submittal. Submit stamped/sealed drawings, specifications, and brief technical memorandum documenting the need for the upsizing improvements project to regulatory agency and Owner. These drawings and specifications will be utilized for permitting and construction.

202.5.10 Fairview Street Extension. Fairview Street Extension including realignment and paving design of Fairview Street (between the southern property boundary of the Mill City and

Gates MWTF and Kingwood Avenue) with two (2) 10-foot lanes at the southern end of the Mill City and Gates MWTF that taper to a 12-foot wide road, and then widens to two (2) 10-foot wide lanes at the intersection of Fairview Street and Kingwood Ave. Road design will include 1-ft wide gravel shoulders and roadside ditches. Design will include extension of 12-inch waterline, 8-inch sanitary sewer line, manholes, and associated appurtenances. Assumes no stormwater reporting/evaluation will be required by Linn County.



202.5.10.1 Work Sessions. Prepare concept design drawings and drawings to review during three (3) work sessions. Design drawings shall include general, site civil, mechanical, structural sheets, and general detail sheets. Participate in 90% design review workshop meeting. Set will address one (1) round of Owner comments from 90% submittal set.

202.5.10.2 Permitting. Assist Owner with preparation of the following permit applications:

202.5.10.2.1 Oregon Department of Transportation (ODOT) Utility Permit including Tribal Notification and Cultural Resource Certification.

202.5.10.2.2 Mill City Right-of-Way Permit.

202.5.10.2.3 Department of Environmental Quality (DEQ) Plan Review. Respond and address one (1) round of DEQ comments and resubmit for approval as required.

202.5.10.2.4 100% Design Submittal. Submit stamped/sealed drawings, specifications, and brief technical memorandum documenting the need for the upsizing improvements project to regulatory agency and Owner. These drawings and specifications will be utilized for permitting and construction.

Owner Responsibilities:

- Review applicable WPCF and NPDES permit applications.
- Review and comment on drawings and specifications.
- Participate in review workshops.
- Participate in meetings with regulatory agencies.

Assumptions:

- No front-end contract documents will be provided by Consultant.
- Negotiations with CM/GC for final construction contracting and guaranteed maximum price (GMP) are not included.

- This scope task does not include any bidding services.
- Permitting assistance excludes public meetings.
- Design assumes limited changes from value engineering efforts. Where extensive redesign is identified through value engineering efforts, the Consultant will be entitled to seek additional compensation.
- Design assumes final permitting limits issued by regulatory agencies will be comparable to the assumed limits given in the Facility Planning Study and Preliminary Engineering Report. Where actual permitting limits vary significantly from what has been designed, Consultant and Owner will negotiate additional scope of work.
- Building permitting will be completed as part of Task 202.3 Permitting Assistance.
- Cost estimating will be by others.
- Shoring Design (if required) will be by others.
- Extensive architectural features and architectural renderings are not included in the design.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or support above and beyond that described is considered an additional service.
- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.

Deliverables:

- 90% Design Submittal (including Drawings and Specifications) of Mill City and Gates MWTF in electronic PDF format.
- 100% Design Submittal (including Drawings and Specifications) of Mill City and Gates MWTF in electronic PDF format.
- Revised 100% Design Drawings for Fairview Street in electronic PDF format.
- 90% Design Submittal (including Design Drawings and Technical Specifications) of NW. Alder Street/N. 1st Ave Sanitary Sewer Improvements in electronic PDF format.
- 100% Design Submittal (including Design Drawings and Technical Specifications) of NW. Alder Street/N. 1st Ave Sanitary Sewer Improvements in electronic PDF format.
- 100% Design Submittal (including Design Drawings and Technical Specifications) of Fairview Street Extension in electronic PDF format.

Task 202.6 – Services During Bidding

Consultant Responsibilities:

202.6.1 Bid Documents. Distribute bidding documents including addenda to Owner and CM/GC.
202.6.2 Bid Coordination Meetings. Attend up to four (4) pre-bid and/or bid opening meetings with CM/GC, Owner, and sub-contractors interested in the Project and assist in answering questions related to bid documents.
202.6.3 Addenda. If required, respond to bidder questions and prepare up to six (6) addenda during each bidding process to clarify, correct, or change the issued documents.

Owner Responsibilities:

- Attend the pre-bid meetings.
- Award the bid.

Assumptions:

- Three (3) bid packages and three (3) bidding processes are assumed (remaining long-lead equipment, early civil package, and final bid package). If rebidding or addressing bid protests is required, these services will be provided as an additional service.
- Bidding process including advertisement, document management, and distribution of documents to potential bidders to be led by others.
- Consultant's scope of work is limited to attendance at up to four (4) pre-bid meetings and/or bid opening meetings and responding to questions from CM/GC or other contractors during pre-bid meetings (up to twenty (20) hours of time has been included for these tasks). Consultant will respond to bidder questions and prepare up to six (6) addenda during each bidding process.

Deliverables:

- Electronic copy in PDF format of the bidding documents will be delivered to the Owner and CM/GC.

Task 202.7 – Construction Services

Construction services associated with Mill City and Gates MWTF, Mill City I&I Spot Repairs, NW. Alder St/N. 1st Ave Sanitary Sewer Improvements.

Consultant Responsibilities:

202.7.1 Pre-Procurement Submittals. Review submittals for the following major equipment: headworks screen, grit removal system, influent lift station pumps, SBR equipment package, sand filter package, UV disinfection system, utility water pump system, chemical and sludge storage tanks, chemical pumping systems, sludge tank mixing, pumping, dewatering and conveyance systems, diesel generator, automatic transfer switch, switchgear and motor starters.

202.7.2 General Administration of Construction Contract. Consult with Owner and act as Owner's representative as provided in the Construction Contract with the CM/GC (Construction Contract). If Owner, or Owner and CM/GC, modify the duties, responsibilities, and authority of Consultant in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Consultant, then Owner shall compensate Consultant for any related increases in the cost to provide Construction Phase services. Consultant shall not be required to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Owner's instructions to CM/GC will be issued through Consultant, which shall have authority to act on behalf of Owner in dealings with CM/GC to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

202.7.3 Selection of Independent Testing Laboratory. Assist Owner in the selection of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by CM/GC), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work

with appropriate professional interpretation thereof. Provide Owner with the findings and reports generated by testing laboratories, including findings and reports obtained from or through CM/GC.

202.7.4 Pre-Construction Conference and Construction Meetings. Participate in a pre-construction conference prior to commencement of Work at the Site. Participate in weekly, remote construction meetings.

202.7.5 Electronic Transmittal Protocols. If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and CM/GC jointly develop such protocols for transmittals between and among Owner, CM/GC, and Consultant during the Construction Phase and Post-Construction Phase.

202.7.6 Original Documents. If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Consultant and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to CM/GC and Owner for review.

202.7.7 Schedules: Receive, review, and determine the acceptability of any and all schedules that CM/GC is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

202.7.8 Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Consultant's judgment are necessary to enable CM/GC to proceed.

202.7.9 Visits to Site and Observation of Construction. In connection with observations of CM/GC's Work while it is in progress:

i. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, to observe as an experienced and qualified design professional the progress of CM/GC's executed Work. Such visits and observations by Consultant, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Consultant shall keep Owner informed of the progress of the Work.

ii. The purpose of Consultant's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that CM/GC has implemented and maintained the integrity of the design

concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Consultant shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

202.7.10 Defective Work. Reject Work if, on the basis of Consultant's observations, Consultant believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether CM/GC should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

202.7.11 Compatibility with Design Concept. If Consultant has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

202.7.12 Clarifications and Interpretations. Accept from CM/GC and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

202.7.13 Non-reviewable Matters. If a submitted matter in question concerns the Consultant's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Consultant will promptly give written notice to Owner and CM/GC that Consultant will not provide a decision or interpretation.

202.7.14 Field Orders. Subject to any limitations in the Construction Contract Documents, Consultant may prepare and issue Field Order requiring minor changes in the Work.

202.7.15 Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

202.7.16 Differing Site Conditions. Respond to any notice from CM/GC of differing site conditions, including conditions relating to underground facilities such as utilities, and

hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

202.7.17 Shop Drawings, Samples, and Other Submittals. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required CM/GC submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any CM/GC's submittal schedule that Consultant has accepted.

202.7.18 Substitutes and "Or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CM/GC.

202.7.19 Inspections and Tests.

i. Receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Consultant shall be entitled to rely on the results of such inspections and tests.
ii. As deemed reasonably necessary, request that CM/GC uncover Work that is to be inspected, tested, or approved.
iii. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

202.7.20 Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from CM/GC and, within 30 days after receipt of the CM/GC's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and CM/GC. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Consultant will notify the parties that the Consultant will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

202.7.21 Applications for Payment. Based on Consultant's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

i. Determine the amounts that Consultant recommends CM/GC be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Consultant's representation to Owner, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, CM/GC's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the

results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to CM/GC's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe the Work. In the case of unit price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

ii. By recommending payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of CM/GC's Work as it is performed and furnished have been exhaustive, extended to every aspect of CM/GC's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. Neither Consultant's review of CM/GC's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CM/GC's compliance with Laws and Regulations applicable to CM/GC's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes CM/GC has used the money paid to CM/GC by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and CM/GC that might affect the amount that should be paid.

202.7.22 CM/GC's Completion Documents. Receive from CM/GC, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Section 202.17. Receive from CM/GC, review, and transmit to Owner the annotated record documents which are to be assembled by CM/GC in accordance with the Construction Contract Documents to obtain final payment. The extent of Consultant's review of record documents shall be to check that CM/GC has submitted all pages.

202.7.23 Substantial Completion. Promptly after notice from CM/GC that CM/GC considers the entire Work ready for its intended use, in company with Owner and CM/GC, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to CM/GC, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

202.7.24 Other Tasks. Perform or provide the following other Construction Phase tasks or deliverables: None.

202.7.25 Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Consultant may recommend, in writing, final payment to CM/GC. Accompanying the recommendation for final payment, Consultant shall also provide a "Notice of Acceptability of Work" to Owner and CM/GC, stating that the Work is acceptable to the best of Consultant's knowledge, information, and belief, and based on the extent of the services provided by Consultant under this Agreement.

202.7.26 Standards for Certain Construction-Phase Decisions: Consultant will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Consultant will not show partiality to Owner or CM/GC, and will not be liable to Owner, CM/GC, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

202.7.27 Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Consultant for final payment to CM/GCs. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Consultant shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of CM/GC as set forth in the Construction Contract.

202.7.28 System Commissioning and Start-Up Support. Provide technical commissioning and start-up support to verify that wastewater treatment plant systems and equipment are installed, tested, integrated, and operating in accordance with design requirements, permit conditions, and operational performance criteria.

a. Pre-Commissioning Planning. Review manufacturer O&M manuals, control narratives, and commissioning plans. Participate in pre-commissioning meetings with the Owner, Contractor, equipment suppliers, and operations staff.
b. Installation Verification and Functional Testing. Attend field commissioning activities and verify installation and operational readiness of process equipment. Review calibration of instrumentation and equipment and document deficiencies and recommend corrective actions.
c. Start-Up Support. Provide on-site and remote support during facility start-up, including:
    i. Assistance with filling, seeding, and initiation of treatment processes.
    ii. Verification of process control strategies and equipment sequencing.
    iii. Evaluation of system performance during start-up and coordination with equipment manufacturers during startup activities.
    iv. Troubleshooting process. Mechanical, electrical, instrumentation, and control issues.
    v. Recommendations for operational adjustments necessary to achieve permit compliance and design performance objectives.
d. Review operational and laboratory data during the startup period. Evaluate process performance relative to design criteria and permit requirements. Assist operators with process control adjustments. Develop operational recommendations to improve stability, treatment efficiency, and energy performance.

Assumptions:

- Budget assumes an eighteen (18)-month construction duration.
- Assumes one (1), one (1)-hour construction meeting per week.
- Budget assumes one (1) resubmittal for each pre-procurement submittal package.
- Budget assumes a total of four hundred (400) submittals/resubmittal reviews. for the Mill City and Gates MWTF project
- Budget assumes a total of fifteen (15) submittals/resubmittals reviews for the Mill City I&I Spot Repairs and NW. Alder St/N. 1st Ave Sanitary Sewer Improvements projects.
- Budget assumes a total of ten (10) change orders and ten (10) field orders. for the Mill City and Gates MWTF project.
- Budget assumes a total of two (2) change orders and two (2) field orders for the Mill City I&I Spot Repairs and NW. Alder St/N. 1st Ave Sanitary Sewer Improvements.
- Budget assumes processing of eighteen (18) CM/GC pay applications.
- Budget assumes administration of a single prime contract with one CM/GC.
- Startup activities are assumed to include four weeks of support by the Consultant Project Team.

Task 202.8 – Site Visit Fees and Direct Expenses

Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with Task 202.5 –Final Design, and Task 201.7.9 – Visit to Site and Observation of Construction and Task 201.7.28 – System Commissioning and Start-Up Support, including:
    - Travel expenses

Assumptions:

- Budget assumes six (6) five (5)-day site visits (i.e., quarterly) by two (2) remote process engineer staff. for the Mill City and Gates MWTF project.
- Budget assumes eighteen (18) one (1)-day site visits (i.e., monthly) by two (2) local project manager/engineering staff. for the Mill City and Gates MWTF project.
- Budget assumes eight (8) weeks of construction for the Mill City I&I Spot Repairs.
- Budget assumes eight (8) weeks of construction for the NW. Alder St/N. 1st Ave Sanitary Sewer Improvements.

Task 202.9 – Resident Project Representative

Consultant's Responsibilities:

202.9.1 Resident Project Representative (RPR). Consultant to provide the services of an RPR at the Site to provide more extensive observation of CM/GC's work. The furnishing of such RPR's services will not limit, extend, or modify Consultant's responsibilities or authority except as expressly set forth below:

202.9.2 Consultant shall furnish a Resident Project Representative ("RPR") to assist Consultant team's Project Manager in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Consultant's representative at the Site, will act as directed by and under the supervision of Consultant team's Project Manager, and will confer with Consultant team's Project Manager regarding RPR's actions.

202.9.3 Through RPR's observations of the Work, including field checks of materials and installed equipment, Consultant shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Consultant shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Consultant (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Consultant (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

202.9.4 The duties and responsibilities of the RPR are as follows:

a. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Consultant team and CM/GC. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CM/GC. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Consultant team's Project Manager.

b. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CM/GC and consult with Consultant team's Project Manager concerning acceptability of such schedules.

c. *Conferences and Meetings:* Attend meetings with CM/GC, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including CM/GC's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

d. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

e. Liaison:

i. Serve as Consultant's liaison with CM/GC. Working principally through CM/GC's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

ii. Assist Consultant in serving as Owner's liaison with CM/GC when CM/GC's operations affect Owner's on-Site operations.

iii. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

f. *Clarifications and Interpretations:* Receive from CM/GC submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Consultant team's Project Manager regarding such RFIs. Report to Consultant team's Project Manager when clarifications and interpretations of the Construction Contract

Documents are needed, whether as the result of a CM/GC RFI or otherwise. Transmit Consultant's clarifications, interpretations, and decisions to CM/GC.

g. *Shop Drawings and Samples:*
   i. Record date of receipt of Samples and CM/GC-approved Shop Drawings.
   ii. Receive Samples that are furnished at the Site by CM/GC and notify Consultant team of availability of Samples for examination.
   iii. Advise Consultant team and CM/GC of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from CM/GC or has not been approved by CM/GC or Consultant.

h. *Proposed* M*odifications:* Consider and evaluate CM/GC's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Consultant team's Project Manager. Transmit Consultant's response (if any) to such suggestions to CM/GC.

i. Review of Work; Defective Work:
   i. Coordinate with Consultant team whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
   ii. Coordinate with Consultant team for any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Consultant team for addressing such Work.; and
   iii. Advise Consultant team of that part of the Work that RPR believes should be uncovered for observation, or require special testing, inspection, or approval.

j. Inspections, Tests, and System Start-ups:
   i. Consult with Consultant team in advance of scheduled inspections, tests, and systems start-ups.
   ii. Check that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that CM/GC maintains adequate records thereof.
   iii. Observe, record, and report to Consultant team's Project Manager appropriate details relative to the test procedures and systems start-ups.
   iv. Observe whether CM/GC has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
   v. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Consultant team's Project Manager.

k. *Records*:
   i. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Consultant's clarifications and

interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

ii. Prepare a daily report or keep a diary or log book, recording CM/GC's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant team's Project Manager.

iii. Upon request from Owner to Consultant, photograph or video Work in progress or Site conditions.

iv. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all CM/GCs, Subcontractors, and major Suppliers of materials and equipment.

v. Maintain records for use in preparing Project documentation.

vi. Upon completion of the Work, furnish original set of all RPR Project documentation to Consultant team's Project Manager.

l. Reports:

i. Furnish to Consultant team's Project Manager periodic reports as required of progress of the Work and of CM/GC's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

ii. Draft and recommend to Consultant team's Project Manager proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from CM/GC.

iii. Furnish to Consultant team's Project Manager and Owner copies of all inspection, test, and system start-up reports.

iv. Immediately inform Consultant team's Project Manager of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

m. *Payment Requests:* Review applications for payment with CM/GC for compliance with the established procedure for their submission and forward with recommendations to Consultant team's Project Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

n. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by CM/GC are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Consultant team's Project Manager for review and forwarding to Owner prior to payment for that part of the Work.

o. *Completion*:

i. Participate in Consultant team's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

ii. Participate in Consultant team's visit to the Site in the company of Owner and CM/GC, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by CM/GC.
iii. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Consultant team's Project Manager concerning acceptance and issuance of the Notice of Acceptability of the Work.

202.9.5 Resident Project Representative shall not:

a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
b. Exceed limitations of Consultant's authority as set forth in this Agreement.
c. Undertake any of the responsibilities of CM/GC, Subcontractors, or Suppliers, or any Constructor.
d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CM/GC or any other Constructor.
e. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or CM/GC.
f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant team's Project Manager.
g. Accept Shop Drawing or Sample submittals from anyone other than CM/GC.
h. Authorize Owner to occupy the Project in whole or in part.

202.9.6 System Commissioning and Start-Up Support. Provide startup assistance of the Mill City and Gates MWTF. Startup activities are assumed to include four (4) weeks of support by the RPR.

Assumptions:

- Budget assumes observation by a resident field representative (RPR) will be three (3) days per week for eighteen (18) months. for the Mill City and Gates MWTF project.
- Budget assumes eight (8) weeks of construction with sixty-four (64) hours of construction observation by the RPR for the Mill City I&I Spot Repairs.
- Budget assumes eight (8) weeks of construction with sixty-four (64) hours of construction observation by the RPR for the NW. Alder St/N. 1st Ave Sanitary Sewer Improvements.
- Budget assumes four (4) weeks of system commissioning and start-up support with sixty-four (64) hours of support by RPR.
- Assumes one (1) one (1)-hour construction meeting per week.
- Budget assumes review of eighteen (18) CM/GC pay applications.

Task 202.10 – Special Inspections

Consultant's Responsibilities

Special inspections are mandated evaluations of specific materials, equipment, installations, and construction practices to ensure compliance with approved plans, specifications, and building codes.

202.10.1 Structural Inspections. Consultant will contract with and pay for the services of an independent Special Inspection Agency. Consultant shall coordinate with the designated Special Inspector to schedule the timing of site visits to perform the following structural inspections in a timely manner:

- Concrete/Rebar Inspections
    - Includes up to twenty-four (24), eight (8)-hour per day, site visits from a concrete/rebar inspector.
    - Includes up to four (4), eight (8)-hour per day, site visits from a curing inspector.
    - Includes testing of up to one-hundred-twenty (120) concrete cylinders.
- Steel Erection Inspections
    - Includes up to fifty-eight (58), eight (8)-hour per day, site visits from a steel/welding inspector.
- Masonry Inspections
    - Includes up to fourteen (14), eight (8)-hour per day, site visits from a masonry inspector.

202.10.2 Earthwork Inspections. Consultant will contract with and pay for the services of an independent Special Inspection Agency. Consultant shall coordinate with the designated Special Inspector to schedule the timing of site visits to perform the following earthwork inspections in a timely manner:

- Compaction Inspections
    - Includes up to eight-eight (88), eight (8)-hour per day, site visits from a compaction inspector.

202.10.3 Welding Inspections. Consultant will contract with and pay for the services of an independent Special Inspection Agency. Consultant shall coordinate with the designated Special Inspector to schedule the timing of site visits to perform the following welding inspections in a timely manner:

- Welding Inspections
    - Includes up to twenty (20), eight (8)-hours per day, site visits from a welding inspector.

Task 202.11 – Geotechnical Construction Observation Services

Consultant's Responsibilities:

202.11.1 The Consultant will provide geotechnical construction observation during earthwork construction and verify that earthwork is completed in accordance with project plans and specifications. The Consultant shall:

a. Evaluate subgrade preparation after clearing, stripping, and demolition, and before fill material is placed, by either probing or observing proof-rolling.
b. Provide recommendations for the remediation of identified unsuitable areas or disturbed subgrade material, as necessary.
c. Provide part-time on-site observations during general site grading and evaluate placement and compaction of fill material by conducting in-situ density testing and/or by observing the CM/GC's procedures and response of the soil to construction equipment.
d. Observe and evaluate utility trench backfill compaction by conducting in-situ density testing.
e. Observe and evaluate subgrade and aggregate base preparation for pavement surfaces by probing and/or observing proof-rolling over prepared subgrades and performing in-place density testing of compacted crushed rock for on-site parking and drive areas.
f. Perform in-place density tests to evaluate the relative compaction of asphalt pavement for on-site parking and drive areas.
g. Perform field infiltration tests for the RIBs.
h. Complete up to one ASTM International (ASTM) proctor (laboratory compaction) density test and fines content analysis on material proposed for use as structural fill provided by the CM/GC.
i. Prepare field reports summarizing our observations after completion of each site visit.
j. Provide project management, including review of field reports, correspondence, responding to the CM/GC's submittals and requests for information (RFIs), and client communication.
k. Prepare a final summary letter for construction monitoring activities.

Assumptions:

- This task includes budget for up to thirty (30), two (2)-hour site visits for part-time observation and includes travel time, mileage, travel expenses, testing equipment, and reporting.
- This task includes budget for up to five (5), eight (8)-hour site visits for full-time observation and includes travel time, mileage, travel expenses, testing equipment, and reporting.
- This task includes budget for up to two (2), eight (8)-hour site visits to conduct field infiltration tests and includes travel time, mileage, travel expenses, testing equipment, and reporting.
- <u>This task includes budget for up to ten (10), four (4)-hour site visits for part-time observation of utility trench backfill and includes travel time, mileage, travel expenses, testing equipment, and reporting.</u>
- <u>This task includes budget for up to twelve (12), eight (8)-hour site visits for full-time observation of road subgrade and aggregate base preparation and includes travel time, mileage, travel expenses, testing equipment, and reporting.</u>

- This task includes project management services for up to twenty-one (21) ~~eight (8)~~ weeks and will include email and telephone correspondence, field report review, administrative support, and responses to construction submittals and RFIs.
- The Consultant's activities do not include supervision or direction of the actual work performed by the CM/GC, the CM/GC's employees, or agents. The Consultant will use accepted geotechnical testing procedures in conjunction with observation services. Our professional opinions and conclusions will be made in accordance with generally accepted soil and foundation engineering principles and practices. However, this will not guarantee the results of the CM/GC's earthwork contractor's efforts, not will the Consultant's testing and observations relieve the CM/GC of their primary responsibility to produce a completed projected conforming to the project plans and specifications.
- The Consultant will not be responsible for job or site safety on this project other than as related to Consultant's staff.
- Any third party requesting the right to place legal reliance on the instruments of service produced by the Consultant under this agreement shall be required to sign a Third-Party Reliance Letter. The provisions of the letter shall include a requirement for the third party to agree to the same limitations in scope and any limitations in liability negotiated between the Consultant and Owner in this Agreement.

Deliverables:

- Final summary letter for construction monitoring activities.

Task 202.12 – Post-Construction Phase

Consultant's Responsibilities:

202.12.1 Post-Construction Phase. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with CM/GC concerning correction of any such defective Work and any needed repairs.

b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by CM/GC.

c. Perform or provide the following other Post-Construction Phase tasks or deliverables: None

d. The Post-Construction Phase services may commence during the Construction Phase and will terminate twelve months after the commencement of the Construction Contract's correction period, unless modified by future amendment.

202.12.2 Record Drawings. Prepare final record drawings including general, site civil, mechanical, electrical, structural, and instrumentation sheets.

202.12.3 O&M Manual. Prepare operations and maintenance (O&M) manual for the Mill City and Gates MWTF. Provide one digital copy and up to two (2) hard copies.

202.12.4 Quality Assurance Plan. Prepare a Quality Assurance Plan as required by the National Pollutant Discharge Elimination System (NPDES) permit for the Mill City and Gates MWTF.

Assumptions:

- Assumes DEQ comments on O&M Manual can be resolved in one review cycle.

Deliverables:

- Draft and final record drawings.
- Draft and final O&M Manual.
- Draft and final Quality Assurance Plan.

Task 202.13 – Mill City and Gates MWTF SCADA and Integration

Consultant will provide panel design and process control system and supervisory control and data acquisition (SCADA) software integration services for the Mill City and Gates MWTF. Panel design includes a new main plant control panel LCP-D1000, remote panel RCP-A100 in the Headworks and Dewatering Building, and remote RIBs control panel RCP-F1000 at the Rapid Infiltration Basins.

The scope of software integration for the new Wastewater Treatment Facility Process Control System includes:

1. Providing new process control programming (via new plant programmable logic controller [PLC] and associated remote input/output [I/O] racks) for the following wastewater treatment process systems, as defined in the project specifications control strategies:
   a. Grit Removal
   b. Septage Pumping
   c. Raw Sewage Lift Station
   d. Influent Pump Station
   e. Post-Equalization Basin
   f. Chemical Addition – Methanol and Caustic
   g. Utility Water System
   h. Solids Holding Tanks
   i. Rapid Infiltration Basins

2. Integrating the following wastewater treatment packaged process systems into the overall Process Control System, as provided by individual system vendors:
   a. Screening
   b. Dewatering
   c. Septage Receiving
   d. Sequencing Batch Reactors #1 and #2
   e. Sand Filters
   f. UV System
   g. Aeration Blowers

h. Odor Control

3. Providing a centralized SCADA platform to enable monitoring and alarming for the Mill City and Gates MWTF, as well as limited control as defined in the project specifications and drawings:
   a. Overview of each sub-process enumerated above
   b. Live data display and trending
   c. Alarm callouts

The existing treatment facility utilizes a Wonderware application and a MicroLogix controller for operation of valves. This project includes the development of a new SCADA platform operating on Inductive Automation's Ignition. A new SCADA server personal computer (PC) will be provided, operating on the latest version of Windows operating system (OS) available at the time that this scope of work is executed. This new SCADA server will be located in the new Process Building office.

Assumptions:

- Process Control System and SCADA Integration of vendor-provided packaged systems is limited both by the project specifications control strategies and by vendor offerings. Consultant is not responsible for vendor equipment functions or data points that may be unavailable for integration.

Task 202.13.1 Integration Project Management

Consultant Responsibilities:

202.13.1.1 Integration Kickoff. Prepare agenda and minutes for the integration kickoff meeting with the Owner and CM/GC. The purpose of this meeting will be to establish Owner review team, review the overall project schedule including major milestones and meetings, discuss current conditions, review objectives of site upgrades, and review process for Owner review and approval.

202.13.1.2 Coordination. Facilitate collaboration between Consultant, CM/GC and Owner to align scheduling, process Integration RFI's, participate in coordination meetings and correspondence. Manage internal work, milestones, and resulting project deliverables.

Assumptions:

- No on-site visits are anticipated within Integration Management tasks.

Deliverables:

- Prepared agenda and minutes.
- Project updates based on coordination between Owner, Consultant, CM/GC, and sub-contractors.
- Integrator schedule for on-site services (subject to change as Consultant coordinates with CM/GC and sub-contractors).

Task 202.13.2 Panel Design

Consultant Responsibilities:

202.13.2.1 Kickoff Meeting. Prepare agenda and minutes for the project kickoff meeting with the Owner and CM/GC. The purpose of this meeting will be to establish Owner review team, review the overall project schedule including major milestones and meetings, discuss current conditions, review objectives of site upgrades, and review process for Owner review and approval.

202.13.2.2 Panel Design. Panel drawings to be produced by Consultant for each panel as identified in design documents. Design to include dimensional layouts, bill of materials (BOM), equipment specifications, and I/O wiring to internal and field devices.

202.13.2.3 Component Specification. Specify PLC and hardware components. Include in panel design Bill of Materials.

202.13.2.4 Communication. Consultant to respond to up to two rounds of questions regarding potential equipment substitutions from panel shop during submittal review and construction of panels. Consultant will communicate decisions to Owner and redline panel drawings accordingly.

CM/GC to provide submittal from panel shop prior to fabrication of panel for review of components and specified hardware as well as confirmation of component lead times concerning panel delivery and impacts to overall construction schedule. To be approved by Consultant prior to fabrication.

202.13.2.5 As-Built Documentation. Following final installation, commissioning, and at turnover to Owner, panel drawings are to be updated to reflect final arrangement of panel components and wiring. As-builts to be performed on original panel design drawings and reissued to Owner with printed set to be placed inside panel doors to assist with troubleshooting and future panel modifications and additions.

Owner Responsibilities:

- Procure panels through bidding process for CM/GC.

Assumptions:

- Panels to be provided by CM/GC. Panel construction to be based on Consultant's design and updated to include markups provided following Factory Acceptance Testing (FAT). All panels built for project to be from a single source, UL approved panel shop as defined in specifications. CM/GC to provide panel shop contact information to Consultant.
- Panels to be designed in AutoCAD.
- CM/GC to coordinate shipment of panels to site and installation, including Consultant needs regarding site acceptance testing (SAT) relative to overall project schedule.
- CM/GC to provide project schedule and communicate dates as requested by Consultant. Contractor to coordinate full construction schedule with line items concerning panel design tasks to be performed by Consultant and allow for minimum of four weeks advanced notice prior to onsite needs.
- As-built documentation to be provided for panels designed by Consultant only. Field wiring drawing updates performed by others.

Deliverables:

- Design of each panel in .dwg and .pdf format.
- Findings of FAT and SAT in technical memo sent to CM/GC and Owner. To include panel markups and punch-list of items to be changed/completed prior to panel shipment.
- Completion of panel as-builts as received by markups from panel shop and captured redlines during submittal reviews.

Task 202.13.3 Programming and Integration

Consultant Responsibilities:

202.13.3.1 Sequence of Operations and Development Meetings. Consultant to host up to four (4) remote meetings to develop functionality requirements. The purpose of the meetings will be to receive Owner input to develop the sequence of operations via planned control strategies and expected setpoints as well as review of planned interfaces and hardware design. Owner and Owner representatives are to attend and provide comments commensurate with level of design.

202.13.3.2 PLC Control and Programming. Develop functional program to control each area of operations via PLC. Controls to be developed based on planned design respective to each area. Controls to be designed to operate in manual or automatic mode. Automatic operation to allow for remote monitoring of facilities working in conjunction with rest of Owner's wastewater systems.

202.13.3.3 HMI Control and Programming. Develop programming of human machine interface (HMI) screens to display facility information including current measurements, statuses, and alarms. Screens to be developed based on one round of Owner input to allow for control of facilities and clear indication.

202.13.3.4 SCADA Control and Programming. Develop SCADA programming of interconnection of facilities via plant-wide Process Control System fiber network (installed by others). SCADA program to provide an overview of each area as well as means for remote access. SCADA to allow for historical and trend views of information. Server to be configured to include continuation or improvements of communication strategy to existing, modified, and new areas/equipment, and allow for future upgrades.

202.13.3.5 Closeout Meeting. Consultant to host meeting toward the end of design and programming activities showing screens setup and layout of user interfaces. At this meeting the Owner will have the opportunity to follow up on previous comments and go over programmed interfaces prior to on-site activities.

202.13.3.6 Mobile Application. Develop mobile application for remote status and alarming to operators following completion of onsite controls and SCADA system. Mobile application to be based on existing SCADA screens and I/O. Mobile application to be developed based on one round of Owner input regarding interface, alarms, acknowledgements, and notification.

Owner Responsibilities:

- Review and provide input on screens and interface design.
- Assist in development of control strategies based on user experience and desired operation.

- Facilitate purchase of software licenses by Consultant in Owner's name to be utilized by Consultant for programming. This is to better enable turnover to Owner following installation for support.
- Review and provide input on mobile application design. To include Owner approval of desired alarms and operator contact information.

Assumptions:

- Consultant to purchase programming software for PLC, HMI, and SCADA in Owner's name
- SCADA programming to be completed with Ignition software (current version at time this amendment is executed).
- SCADA to be locally hosted on new server in the Process Building.
- New SCADA server computer provided by Consultant per project specifications. Computer to be delivered initially to Consultant for software installation and setup and brought to site and set up by Consultant.
- Programs of vendor-provided, PLC-controlled equipment packages to be property of the Owner to allow for communication with local controls. Vendor programs to be provided without locks. Consultant will not modify vendor programs.
- CM/GC to coordinate full construction schedule with line items concerning integration tasks to be performed by Consultant and allow for minimum of four weeks advanced notice prior to onsite needs.

Deliverables:

- Copies of HMI and screens for review by Owner.
- Copies of PLC, HMI, and SCADA code.
- Final programming and code for each site will be backed up on the SCADA server at project completion.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.

Task 202.13.4 Communications, Coordination, Start-Up, and Commissioning

Consultant Responsibilities:

202.13.4.1 Network Communications. Consultant to work with Owner's information technology (IT) personnel to develop connections of the SCADA server including installation needs and hardware requirements. Consultant to help coordinate agreements between Owner and IT based on discussions during design and realized communications requirements.

202.13.4.2 Factory Acceptance Testing (FAT). FAT to be performed by Consultant on each panel prior to shipment of site. The FAT will provide a review of the following: equipment and components installed, adherence to provided panel design, and professional workmanship. Consultant to test panel components at FAT including download of PLC and HMI programs, update firmware, assignment of IP addresses, and verification of physical I/O arrangements.

Consultant will provide CM/GC with a form prior to scheduling of SAT to verify installation of panel and all connected components. CM/GC is to complete form and return to Consultant for approval prior to Consultant arrival to job site. At FAT, Consultant will review and note any deficiencies in a punch-list and/or provide sign-off of approval that FAT is satisfactorily completed.

202.13.4.3 Site Acceptance Testing (SAT). SAT to be performed by Consultant on each panel following installation at site. The SAT will provide a review of the following: installation of panel, power and operation of panel and internal components, and initial setup and configuration of panel including instrument connections and communication. Consultant to test panel components at SAT including field instrumentation I/O signal validation, hardware communications (including to vendor-provided equipment), networking arrangement, and SCADA connectivity.

Consultant will provide CM/GC with a form prior to scheduling of SAT to verify installation of panel and all connected components. CM/GC is to complete form and return to Consultant for approval prior to Consultant arrival to job site. At SAT, Consultant will review and note any deficiencies in a punch-list and/or provide sign-off of approval that SAT is satisfactorily completed.

202.13.4.4 Commissioning. Following SAT, Consultant to prepare each area of site for operable condition. Commissioning activities to include I/O checkout, program updates, functionality testing, and loop/bump tests of equipment. Program updates and changes to setpoints to be documented for Owner review.

Owner Responsibilities:

- Undertake required service agreements for communication and data, including payment of construction or service costs.
- Facilitate communications with contractors, including providing contact information for local internet service provider (ISP) and Owner IT personnel.
- Operate any Owner equipment, valves, etc. Provide licensed operator to be present for startup and testing.
- Dedicated remote connection for SCADA programming updates to be provided by Consultant and maintained for startup and commissioning for up to 12 months. To be removed following commissioning.
- Provide access to facilities, including after hours as needed.
    1. On-site needs to be communicated by Consultant in advance.

Assumptions:

- Communication and data services to be provided by Owner IT and/or Owner ISP.
- Construction contractor to provide project schedule and communicate dates as requested by Consultant. Contractor to coordinate full construction schedule with line items concerning integration tasks to be performed by Consultant and allow for minimum of four weeks advanced notice prior to onsite needs.
- Panel factory acceptance tests to be completed on one trip for all panels. Two full days for panel FAT is included in this scope of work. Factory testing is assumed to be within 100 miles of job site. If additional trips are required to address defective work, facilitate partial deliveries, etc., these will be provided as an additional service and subject to review of Consultant's fees.

- Network setup is to be completed on one trip for all connections. One full day for network configuration is included in this scope of work as part of panel SAT trip. Network hardware and cabling to be installed, configured, and tested by Contractor prior to network checkout.
- Panel site acceptance tests to be completed on two trips for all panels. Ten full days for panel SAT is included in this scope of work. If additional trips are required to address defective work, facilitate partial deliveries, etc., these will be provided as an additional service and subject to review of Consultant's fees.
- Commissioning is to be completed on three trips for full plant checkout. Up to fifteen days for commissioning are included in this scope up work. Additional updates to be completed via remote connection.
- CM/GC to be available to provide in-field updates as requested by consultant.

Deliverables:

- On-site integration and site network setup.
- Mi-Fi hotspot by Consultant temporarily installed for SCADA programming updates as direct remote connection.
- Functional process control and SCADA system as defined in project construction contract documents.
- Alarming, notification, and historical trending of site process conditions.

Task 202.13.5 Manuals, Training, and Support

Consultant Responsibilities:

202.13.5.1 Manuals. Consultant to prepare operations and maintenance manual for SCADA system. Manual to describe system function of each area including list of instruments, equipment, control setpoints, and programmed parameters. Manual also to provide recommendations for troubleshooting as well as contact information for continued integration services should need arise in the future.

202.13.5.2 Training. Consultant to perform training at each of the site areas to demonstrate operations via new control systems and review of manual and design drawings.

202.13.5.3 Support. Consultant provides a one year period of continued support following turnover to Owner. This support will include software updates to control system in the event of bugs encountered by Owner through operations. All support requests shall be submitted by Owner in writing to Consultant's Project Manager, and subsequently followed up on and scheduled by Consultant. This support includes a pre-packaged allotment of 80 hours, expiring upon end of support period.

Owner Responsibilities:

- Review operations manuals.
- Invite needed personnel to attend training sessions and coordinate time at each site.

- Notify Consultant of requested programming revisions.

Assumptions:

- Training to take place over one trip or done in conjunction with final turnover to Owner at each site. Two full days of on-site training are included in this proposal.
- Additional integration work not included in the original scope of project and requested after the training documentation has been provided shall be treated as a new task subject to additional fees and agreement between Owner and Consultant.

Deliverables:

- Operations manuals for each location.
- Recommendations for future software and integration support, including software maintenance recommendations and control system service provider, to be issued in the form of a memo to Owner.
- Updated panel drawings showing as-built conditions.
- On-site training sessions with Owner and Owner's representatives.
- Implementation of requested fixes and software support as required to correct bugs encountered in process control systems and SCADA programs for one-year following turnover to Owner pending Consultant evaluation that update is necessary and falls under scope of this project and agreement. Each request subject to Consultant evaluation that each requested programming update is necessary and falls under scope of this project and agreement.

Task 202.14 – Mill City and Gates MWTF Power System Studies

Consultant will perform power system studies per Section 26 05 73 – Power System Studies of the North Santiam Canyon Sewer Project's Mill City and Gates Municipal Wastewater Treatment Facility Upgrades Contract Documents and Specifications, dated May 2025 (Construction Contract Documents).

Consultant Responsibilities:

202.14.1 Consultant shall complete a short-circuit fault analysis study, protective device coordination study, and arc-flash hazard study, as described below:

202.14.1.1 The Consultant shall furnish short-circuit and protective device coordination studies which shall be prepared by a Registered Professional Engineer. The analysis shall be performed and submitted in two phases for initial and final studies.

202.14.1.2 Consultant will serve as Owner's Engineer under separate contract from the project construction to perform the power system studies. Consultant will provide the studies, labeling, and overcurrent protection devices (OCPD) settings. CM/GC is responsible for providing construction as-built drawing markups, equipment submittals, and setting OCPDs per findings of the power system study, as applicable.

202.14.1.3 The Consultant shall furnish an Arc Flash Hazard Analysis Study per NFPA 70E - Standard for Electrical Safety in the Workplace, reference Article 130.5 and Informative Annex D. The analysis shall be performed and submitted in two phases for initial and final studies.

202.14.1.4 The Consultant shall furnish power system model and project library files used for the creation of the studies in electronic format. The model and project library files shall be submitted in two phases as part of initial and final studies.

202.14.1.5 It is the CM/GC's responsibility for scheduling and coordinating the Work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of the items required for Consultant's Work.

202.14.1.6 The CM/GC shall coordinate with the Owner and Consultant to schedule and attend Electrical System Study meetings as defined in Sections 202.14.11 through 202.14.14.

202.14.1.7 Scope of studies shall encompass all proposed components of electrical distribution system and any directly affected existing distribution components. Additionally, if existing equipment is not arc flash labeled up to the current NFPA 70E standards then this equipment shall be included in the scope of this study.

202.14.1.8 After completion of the studies, as part of commissioning, the CM/GC shall coordinate the setting and testing of all protective devices with adjustable settings based on the recommendations from the protective device coordination study.

202.14.1.9 After completion of the studies, as part of commissioning the CM/GC shall coordinate the installation of the arc flash hazard labels with the Consultant.

202.14.2 Submittals.

202.14.2.1 Submittals shall be furnished as specified in Section 01 33 00 – Submittal Procedures and 26 05 00 – Electrical, General of the North Santiam Canyon Sewer Project's Mill City and Gates Municipal Wastewater Treatment Facility Upgrades Contract Documents and Specifications, dated May 2025.

202.14.2.2 The initial short-circuit, protective device coordination, and arc flash studies shall be submitted to the design Engineer prior to receiving final approval of the distribution equipment shop drawings and/or prior to release of equipment drawings for manufacturing. The initial submittal shall also include a version of the preliminary model and project library files for review. If formal completion of the studies may cause delay in equipment manufacturing, approval from the Engineer may be obtained for preliminary submittal of sufficient study data to ensure that the selection of device and characteristics will be satisfactory.

202.14.3 Submittals for Construction.

202.14.3.1 Submit qualification information for the firm and individual(s) specified in Section 202.14.4 herein.

202.14.3.2 Submit letter or email correspondence from utility with available short circuit current value at the main service switchboard. As a minimum, the utility shall include the following for the facility: service voltage and configuration, main service maximum allowable short circuit current, service transformer kVA and impedance, 3-phase and phase to ground X/R ratios, and service conductor size, number, and length.

202.14.3.3 The final results of the short-circuit, protective device coordination and arc flash hazard analysis studies shall be summarized in a final report. No more than five (5) bound copies of the complete final report shall be submitted. For large system studies, submittals requiring more than five (5) copies of the report will be provided without the section containing the computer printout of the short-circuit input and output data. An additional copy of the final report, model file, and project library file shall be provided in a zip file for download.

202.14.3.4 The report shall include the following sections:

a. Section 1 – Executive Summary

b. Section 2 – Short-Circuit and Protective Device Evaluation Study

i. Short-Circuit Analysis Objectives

ii. System Modeling

iii. Modeling Assumptions

iv. Short-Circuit Results

v. Equipment, Material, and Protective Device Evaluation

c. Section 3 – Protective Device Coordination Study

i. Study Description and Protection Philosophy

ii. Codes and Standards

iii. Coordination Objectives

iv. Coordination Results

v. Coordination Recommendations

vi. Time-Current Characteristic Plots

d. Section 4 – Recommended Protective Device Settings

e. Section 5 – Arc Flash Hazard Study

   i. Study Description

   ii. Analysis Procedure

   iii. Arc-Flash Analysis Results

   iv. Arc-Flash Analysis Recommendations

f. Section 6 – Appendices

   i. Power System Study Single line diagrams

   ii. Reference Drawing Single line diagrams

   iii. Short-Circuit Input Data Report

   iv. Short-Circuit Analysis Results Reports

   v. Protective Device Settings Report

   vi. Arc-Flash Analysis Results Reports

   vii. Arc Flash Hazard Labels

   viii. At discretion of Consultant performing study any other appendices needed to capture request information in report data Section 202.14.10 herein.

202.14.4 Qualifications.

202.14.4.1 The short-circuit, protective device coordination and arc flash hazard analysis studies shall be conducted under the supervision and approval of a Registered Professional Electrical Engineer skilled in performing and interpreting the power system studies. The firm and individual(s) performing the specified studies shall be experienced in the application of computer software used for power system studies and shall have performed studies of similar magnitude on electrical systems using similar equipment and devices. The Registered Professional Electrical Engineer shall be a full-time employee of the Engineering Services Organization.

202.14.5 Studies.

202.14.5.1 The Consultant to furnish short-circuit and protective device coordination studies as prepared by Registered Professional Engineer. The coordination study shall begin with the utility company's feeder protective device and include all electrical protective devices down to and include the largest feeder circuit breaker and motor starter in the 480V motor control centers and power distribution panelboards. The study shall also include variable frequency drives, harmonic filters, power factor correction equipment, transformers and protective devices associated with variable frequency drives, emergency and standby generators associated paralleling equipment and distribution switchgear.

202.14.5.2 Consultant shall furnish an Arc Flash Hazard Analysis Study per NFPA 70E - Standard for Electrical Safety in the Workplace, reference Article 130.5 and Informative Annex D. The analysis shall be performed and submitted in two phases for initial and final studies.

202.14.5.3 The short-circuit fault, protective device coordination, and arc flash hazard analysis shall be performed and submitted in two phases:

a. Initial results report and modeling analysis:

i. Based on the Construction Contract Documents and Electric Utility information.

ii. The initial report shall indicate the estimated available short-circuit current at the line side terminals of each piece of equipment covered by the scope of the study, provide preliminary breaker settings, and preliminary arc flash results.

iii. Provide a list of assumptions used in the initial study.

iv. Provide modeling data inputs and single line diagrams. Equipment in the model shall be tagged according to the contract and record drawings.

202.14.5.4 Final Results report and modeling analysis:

a. The final results shall modify the initial report as follows:

i. Utilize the actual equipment provided on the project.

ii. Utilize conductor lengths based on installation.

iii. Must incorporate comments from Owner and Consultant for the project.

202.14.6 Data Collection.

202.14.6.4 CM/GC shall furnish all field data as required by the power system studies. CM/GC shall verify existing distribution system equipment and protective device models and settings with assistance of a qualified electrician as needed. CM/GC shall provide conductor lengths based on installation for new equipment. CM/GC shall coordinate a site visit with Consultant performing the study if deemed necessary for accurate completion of the model. The Consultant performing the short-circuit, protective device coordination and arc flash hazard analysis studies shall furnish the CM/GC with a listing of required data. The CM/GC shall expedite collection of the data to eliminate unnecessary delays and assure completion of the studies as required for final approval of the distribution equipment shop drawings and/or prior to the release of the equipment for manufacturing.

202.14.6.5 Source combination may include present and future utility supplies, motors, and generators.

202.14.6.6 Load data utilized may include existing and proposed loads obtained from Construction Contract Documents provided by Owner or CM/GC. Any relevant record drawings for modeling shall be provided by Owner or CM/GC.

202.14.6.7 Include fault contribution of existing motors in the study, with motors < 50 horsepower (hp) grouped together. Motors < 50 hp shall not be grouped together if associated buses need arc flash labels. The Consultant shall obtain the required equipment data, if necessary, to satisfy the study requirements.

202.14.7 Short-Circuit and Protective Device Evaluation Study

202.14.7.1 Use actual conductor impedances if known. If unknown, use typical conductor impedances based on Institute of Electrical and Electronics Engineers (IEEE) Standards 141, latest edition.

202.14.7.2 Transformer design impedances and standard X/R ratios shall be used when test values are not available.

202.14.7.3 Provide the following:

a. Calculation methods and assumptions

b. Selected base per unit quantities

c. One-line diagram of the system being evaluated with available fault at each bus, and interrupting rating of devices noted. Bus interrupt ratings shall be based on the lowest rated piece of equipment connected directly to each bus.

d. Source impedance data, including electric utility system and motor fault contribution characteristics

e. Typical calculations

f. Tabulations of calculated quantities

g. Results, conclusions, and recommendations

202.14.7.4 Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault at each:

a. Electric utility's supply termination point

b. Incoming switchgear

c. Low voltage switchgear

d. Motor control centers

e. Standby generators and automatic transfer switches

f. Branch circuit panelboards

g. 3-phase control panels

h. VFD cabinets

i. Other significant locations throughout the system

202.14.7.5 For grounded systems, provide a bolted line-to-ground fault current study for areas as defined for the three-phase bolted fault short-circuit study.

202.14.7.6 Protective Device Evaluation:

a. Evaluate equipment and protective devices and compare to short circuit ratings

b. Adequacy of switchgear, motor control centers, and panelboard bus bracing to withstand short-circuit stresses

c. Adequacy of transformer windings to withstand short-circuit stresses

d. Cable and busway sizes for ability to withstand short-circuit heating

e. Notify Owner, in writing, of existing circuit protective devices improperly rated for the calculated available fault current

202.14.8 Protective Device Coordination Study

202.14.8.1 Proposed protective device coordination time-current curves shall be graphically displayed on log-log scale paper.

202.14.8.2 Include on each curve sheet a complete title and one-line diagram with legend identifying the specific portion of the system covered.

202.14.8.3 Terminate device characteristic curves at a point reflecting maximum symmetrical or asymmetrical fault current to which device is exposed.

202.14.8.4 Identify device associated with each curve by manufacturer type, function, and, if applicable, tap, time delay, and instantaneous settings recommended.

202.14.8.5 Plot the following characteristics on the curve sheets, where applicable:

a. Electric utility's protective device

b. Low voltage fuses including manufacturer's minimum melt, total clearing, tolerance, and damage bands

c. Low voltage equipment circuit breaker trip devices, including manufacturer's tolerance bands

d. Transformer full-load current, magnetizing inrush current, and ANSI transformer withstand parameters

e. Conductor damage curves

f. Ground fault protective devices, as applicable

g. Pertinent motor starting characteristics and motor damage points

h. Pertinent generator short-circuit decrement curve and generator damage point

i. Other system load protective devices for the largest branch circuit and the largest feeder circuit breaker in each motor control center

202.14.8.6 Provide adequate time margins between device characteristics such that selective operation is provided, while providing proper protection.

202.14.8.7 Select each primary protective device required for a delta-wye connected transformer so that the characteristics or operating band is within the transformer parameters which includes a parameter equivalent to 58% of the ANSI withstand point to afford protection for secondary line-to-ground faults.

202.14.8.8 Separate low voltage power circuit breakers from each other and the associated primary protective device by a 16% current margin for coordination and protection in the event of secondary line-to-line faults.

202.14.8.9 Consultant shall provide settings file printouts for all multifunction relays supplied under this contract including all ANSI protective relay functions and associated logic and control. Metering, communication, and control logic settings not associated with ANSI protective functions are not required.

202.14.9 Arc Flash Hazard Analysis

202.14.9.1 The arc flash hazard analysis shall be performed according to the IEEE 1584 equations that are presented in NFPA70E-2012, Informative Annex D.

202.14.9.2 When appropriate, the short circuit calculations and the clearing times of the phase overcurrent devices will be retrieved from the short-circuit and coordination study model. Alternative methods shall be presented in the proposal.

202.14.9.3 The arc flash protection boundary and the incident energy shall be calculated at all significant locations in the electrical distribution system (switchboards, switchgear, motor-control centers, panelboards, busway and splitters) where Work could be performed on energized parts.

202.14.9.4 The Arc-Flash Hazard Analysis shall include all 480V locations and significant locations in 240V and 208V systems fed from transformers equal to or greater than 30 kVA.

202.14.9.5 Safe working distances shall be specified for calculated fault locations based upon the calculated arc flash boundary considering an incident energy of 1.2 cal/cm^2.

202.14.9.6 The Arc Flash Hazard analysis shall include calculations for maximum and minimum contributions of fault current magnitude. The minimum calculation shall assume that the utility contribution is at a minimum and shall assume a minimum motor load. Conversely, the maximum calculation shall assume a maximum contribution from the utility and shall assume motors to be operating under full-load conditions.

202.14.9.7 Arc flash computation shall include both line and load side of main breaker calculations, where necessary. Main breakers shall be excluded as the protective device for buses when the main breaker is not considered isolated from the bus within a given enclosure.

202.14.9.8 Arc Flash calculations shall be based on actual overcurrent protective device clearing time. Maximum clearing time will be capped at 2 seconds based on IEEE 1584 section B.1.2.

202.14.10 Report Data

202.14.10.1 Input Data:

a. Utility three-phase and line-to-ground available contribution with associated X/R ratios

b. Short-circuit reactance of rotating machines with associated X/R ratios

c. Cable type, construction, size, number per phase, length, impedance and conduit type

d. Bus duct type, size, length, and impedance

e. Transformer primary & secondary voltages, winding configurations, kVA rating, impedance, and X/R ratio

f. Reactor inductance and continuous ampere rating

g. Aerial line type, construction, conductor spacing, size, number per phase, and length

202.14.10.2 Short-Circuit Data:

a. Source fault impedance and generator contributions

b. X to R ratios

c. Asymmetry factors

d. Motor contributions

e. Short circuit kVA

f. Symmetrical and asymmetrical fault currents

202.14.10.3 Recommended Protective Device Settings:

a. Phase and Ground Relays:

i. Current transformer ratio.

ii. Current setting.

iii. Time setting.

iv. Instantaneous setting.

v. Specialty non-overcurrent device settings.

vi. Recommendations on improved relaying systems, if applicable.

b. Circuit Breakers:

i. Adjustable pickups and time delays (long time, short time, ground).

ii. Adjustable time-current characteristic.

iii. Adjustable instantaneous pickup.

iv. Recommendations on improved trip systems, if applicable.

202.14.10.4 Incident energy and arc flash boundary calculations.

a. Arcing fault magnitude

b. Device clearing time

c. Duration of arc

d. Arc flash boundary

e. Working distance

f. Incident energy

g. Recommendations for arc flash energy reduction

202.14.11 Electrical System Study Meetings

202.14.11.1 The individual conducting the short circuit analysis, protective device coordination, and the arc-flash hazard studies (Consultant) shall meet with the Owner and CM/GC up to three (3) times.

202.14.11.2 The purpose of the three meetings is as follows:

a. Initial meeting:

i. Meet with the Owner and CM/GC to discuss the scope of the studies.

ii. Discuss the Owner's operational requirements for both normal operation and maintenance.

b. Preliminary results meeting:

i. This meeting will be held after the studies have been completed, reviewed, and submitted by the Engineer.

ii. The purpose of this meeting is to inform the Owner of the results of the study and impacts on normal operation and maintenance including:

- Protective device coordination problems and recommended solutions.

- Explanation of the arc-flash study results and its potential impact on operations.

- Recommendations for reduction of arc-flash category levels including reduction of protective device settings or changes in operational practices.

c. Final meeting:

i. Discuss changes to the reports based on the previous meeting.

ii. Discuss with the Owner how changes to the electrical system may change the arc-flash hazard category.

iii. Deliver the final electrical system studies report.

202.14.11.3 The meetings will be at the Owner's facility:

a. Provide a minimum of three weeks' notice to the Owner and CM/GC in advance of the projected meeting date.

b. Submit a draft of the meeting agenda when each meeting is requested.

202.14.11.4 Meeting materials:

a. Prepare and provide the following materials:

i. Meeting agenda. Include at a minimum the scope of the meeting, estimated time length for the meeting and meeting goals.

ii. Six (6) copies of the project one-line diagrams for the initial meeting.

iii. Six (6) copies of the studies of the submitted study.

202.14.11.5 By virtue of the fact that this is a professional study, the Owner reserves the right to modify the requirements of the study to comply with its operational requirements. The protective device coordination study and the arc-flash study shall be modified based on the results of the meetings with the Owner.

202.14.12 Field Adjustment

202.14.12.1 Adjust relay and protective device settings according to the recommended settings table provided by the coordination study. Field adjustments to be completed by the engineering service division of the equipment manufacturer under the Startup and Acceptance Testing contract portion.

202.14.12.2 Make minor modifications to equipment as required to accomplish conformance with short circuit and protective device coordination studies.

202.14.12.3 Notify Owner in writing of any required major equipment modifications.

202.14.12.4 Following completion of all studies, acceptance testing and startup by the field engineering service division of the equipment manufacturer, a two-year warranty shall be provided on all components manufactured by the engineering service parent manufacturing company.

202.14.13 Arc Flash Warning Labels

202.14.13.1 The Consultant shall provide a 4 in. x 6 in. thermal transfer type label of high adhesion polyester for each work location analyzed. UV resistant label material shall be used for equipment located outdoors.

202.14.13.2 The label shall have an orange header with the wording, “WARNING, SHOCK & ARC FLASH HAZARD”, and shall include the following information:

a. Bus or Equipment designation

b. Nominal voltage

c. Arc flash boundary

d. Incident energy

e. Working distance

f. Shock Boundaries, shock hazard, and shock glove classification

g. List of recommended personal protective equipment based on NFPA 70E table 130.5(G)

h. Protective Device Designation

i. Engineering report issue date

202.14.13.3 Labels shall be machine printed, with no field markings

202.14.13.4 Arc flash labels shall be provided in the following manner and all labels shall be based on recommended overcurrent device settings.

a. For each 480 and applicable 208 volt panelboards and disconnects, one arc flash label shall be provided

b. For each motor control center, one arc flash label shall be provided

c. For each low voltage switchboard, one arc flash label shall be provided

d. For each switchgear, one arc flash label shall be provided

202.14.13.5 Labels shall be field installed by a qualified electrician or the Consultant under the Startup and Acceptance Testing contract portion.

202.14.14 Arc Flash Training

202.14.14.1 The Consultant shall train personnel of the potential arc flash hazards associated with working on energized equipment (minimum of 4 hours). Maintenance procedures in accordance with the requirements of NFPA 70E, Standard For Electrical Safety Requirements For Employee Workplaces, shall be provided in the equipment manuals. The training shall be certified for continuing education units (CEUs) by the International Association for Continuing Education Training (IACET).

203 GATES COLLECTION SYSTEM/FORCE MAIN PRELIMINARY ENGINEERING

Previous work included facility planning to identify concepts to collect/convey raw wastewater generated from the new Gates collection system to the existing Mill City collection system. The recommendations from that work have led to this project, which consists of preliminary design for the Gates collection system. The preliminary design includes up to three (3) new lift stations, grinder pumps for those that cannot readily drain by gravity to the new collection system, ~~service lateral concepts,~~ Gates to Mill City force main (approximately 3.1 miles), double-barreled inverted siphon, and gravity collection pipelines and manholes serving the approximately 245 connections within the Gates city limits (see figure below). The pipeline from Mill Gates to Mill City (force main) is ~~gravity collection pipelines are~~ anticipated to include one river crossing across the North Santiam River ~~crossing~~ (force main attached to the Sorbin Street Bridge ~~an existing structure~~), one creek crossing across Rock Creek (double-barreled inverted siphon attached to the Rock Creek Bridge), and multiple minor creek crossings that will be bored. ~~The~~

~~force main is anticipated to have one creek crossing (attached to an existing structure) and multiple minor creek crossings that will be bored.~~ It is anticipated that there will be <u>one combined</u> ~~two~~ drawing packages~~, one~~ for the Gates <u>Collection System and Force Main.</u> ~~to Mill City force main, and the second for the lift stations and gravity collection system located within the City of Gates.~~



~~The task includes a preliminary engineering report (PER) to include sufficient detail to demonstrate that the proposed project meets the design criteria identified in the facility planning study. Drawings and specifications are anticipated to provide sufficient detail to allow the Construction Manager/General Contractor (CM/GC) to develop a guaranteed maximum price (GMP) for the project.~~ Consultant's services are limited to those services outlined in the following tasks.

Task 203.1 – Project Management

Consultant Responsibilities:

203.1.1 General Project Administration. Provide general project administration services including contract administration, project accounting, scheduling, and internal project administration.

203.1.2 Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to establish Owner's design review team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.

203.1.3 Progress Meetings. Conduct monthly progress meetings, including the Owner <u>and</u>~~,~~ Consultant~~, and CM/GC~~ <u>(through 30% design)</u>.

203.1.4 Request for Information and Data Review. Prepare initial request for information for data to be used in the pre-design process. Review information requested and provide supplemental request for information if needed.

~~203.1.5 CM/GC Coordination. Coordinate with the CM/GC for general project efforts through 30% design effort, including establishing lines of communication.~~

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed. ~~Coordinate attendance of CM/GC to progress meetings.~~

Assumptions:

- Assumes a ~~an~~ fifteen (15) ~~eight~~ ~~(8)~~ month duration for general project administration. ~~Work to be completed concurrent to Task 202.~~
- Progress meetings will be a combination of in-person and virtual meetings.

Deliverables:

- Monthly invoices.
- Meeting agendas and minutes.
- Request for information.

Task 203.2 – Preliminary Engineering Report (PER)

Consultant Responsibilities:

203.2.1 Design Criteria (Process). Discuss or reference design criteria items already provided in the wastewater facilities plan. Document additional design criteria that will serve as a basis for design.

203.2.2 Preliminary P&IDs. Prepare preliminary piping and instrumentation diagrams for the three (3) new lift stations.

203.2.3 Preliminary Electrical, Instrumentation, and Controls. Prepare one-line diagram for power and a narrative describing the control strategy for the three (3) new lift stations. Coordinate with Owner and power utility to identify power constraints and Owner's SCADA communication preferences. Potential SCADA communication strategies may include radio telemetry or cellular.

203.2.4 Preliminary Mechanical Plans. Assist with pump sizing and selection. Prepare preliminary mechanical designs based on anticipated pumping equipment selection.

203.2.5 Design Requirements Summary. Summarize design requirements for civil, structural, heating, ventilation and air conditioning, plumbing, electrical, and instrumentation and controls.

203.2.6 Utility Conflict Analysis and Notification. Complete an initial utility conflict analysis with existing aboveground and buried utilities. Draft initial Utility Notification Letters (First Notice) and distribute to utility providers within the project limits.

203.2.7 Concept Drawings. Develop concept drawings to address ODEQ PER submittal requirements, including site civil layout. Drawings to include items 203.2.1 through 203.2.5 above. Concept drawings for pipelines to include concept main pipeline alignment, general grading concepts at the lift stations, approximate location of manholes and features, major crossing concepts.

- Service concepts – Develop a preliminary list of services that will require a grinder pump system. Provide summary of lateral concepts and the anticipated method for servicing each developed property. The concepts will be developed without the benefit of surveyed finish floors of each home.

203.2.8 Workshop Meeting(s). Meet with Owner ~~and CM/GC~~ to review draft deliverables.

203.2.9 Prepare PER. Prepare draft PER following the Oregon DEQ guidelines. Submit to Owner and DEQ for review.

203.2.10 Comment Response and Final PER. Address Owner input and submit to DEQ for review. Address agency comments and prepare final PER.

Owner Responsibilities:

- Review concept designs and provide comments.
- Review and comment on the PER.
- Pay for DEQ PER review fees.

Assumptions:

- Surveying, geotechnical, utility pot holing, land and easement acquisition, negotiations, and legal descriptions are not included as part of this task.
- A radio path study will not be completed as a part of this scope. If desired, it will be completed by a third-party vendor or will be included as an additional service.
- The lift stations are assumed to include an outdoor generator and a small block structure to house only the electrical. The lift stations are all assumed to be a similar design with a wetwell and submersible pumps. It is assumed that odor control will be incorporated into the lift station pumping the flow to Mill City.
- Budget assumes up to three (3) workshop meetings.

Deliverables:

- Agenda and minutes for meetings.
- Concept drawings (prepared in 22”x34”, reviewed in 11”x17”), no paper copies.
- Draft and Final PER.
- Utility Conflict Analysis and Utility Notification Letters (First Notice)

Task 203.3 – Preliminary Design (30% Design) ~~GMP Documents (30% Design)~~

Consultant Responsibilities:

203.3.1 Draft Design Submittal. Prepare 30% design drawings and specifications including general, site, civil, mechanical, electrical, structural, instrumentation, and controls. Submit 30% design review drawings and specifications to the Owner, regulatory agency (Department of Environmental Quality (DEQ)), Linn County Public Works, Marion County Public Works, and Gates for review and participate in one (1) design review workshop meeting with interested stakeholders. ~~Drawing Preparation. Prepare a set of drawings and limited specifications as follows: to aid the CM/GC in developing a GMP. The following preliminary drawings are anticipated as being included:~~

- ~~General sheets~~
- ~~Lift Station Drawings:~~

- ~~Civil site, including grading and yard piping plans.~~
- ~~Structural plans and limited sections.~~
- ~~Plumbing and HVAC plans.~~
- ~~Process mechanical plans and limited sections.~~
- ~~Electrical one-lines and site plan, including on-site backup power.~~
- ~~P&ID with instrumentation list developed to an approximate 50% effort.~~

• ~~Pipeline Drawings~~

- ~~Plan and profile drawings, including pipe size, depth, material, and grade information.~~
- ~~Service locations will be shown in concept format only, with final location and depth to be determined by the CM/GC or the construction Contractor.~~
- ~~Parcels requiring grinder pumps will be identified.~~
- ~~Approximate location and standard details for isolation valves, air release valves, and cleanouts along force mains.~~
- ~~Other standard details reflecting Owner preferences (i.e. manholes, service lines, surface restoration).~~

~~Specifications to be included are limited to lift station pumping equipment (i.e., pumps, electrical gear, generator) and pipeline materials. Provide other information that may assist the CM/GC in developing a GMP will be provided, including site constraints, permitting requirements, and recommended special inspections.~~

203.3.2 Value Engineering (VE). Participate in <u>one (1)</u> ~~three (3)~~ VE workshop~~s~~ with the ~~CM/GC~~ ~~and~~ client <u>to evaluate alternative force main alignments and phasing of collection system</u>. The purpose of these workshops will be to identify~~, with the CM/GC,~~ potential cost savings alternatives to the project. Where the Owner elects to include such alternatives, the Consultant will modify the design and drawings to incorporate these changes. ~~It is anticipated that these workshops will occur as follows: first workshop shortly after project kickoff, second workshop before MWTF pre-purchase equipment selection, third workshop approximately one to two months prior to contract completion.~~

203.3.3 <u>Opinion of Probable Construction Cost. Prepare one (1) Opinion of Probable Construction Cost (OPCC) estimate based on 30% and advise Owner of recommended adjustments to the construction cost.</u> ~~Cost Estimate Assistance. Provide assistance to CM/GC in their preparation of the cost estimate by answering questions and adding clarity to project requirements.~~

Owner Responsibilities:

- Review and comment on drawings and specifications.
- Participate in the VE workshop~~s~~.
- Review and comment on VE alternatives. Make decisions for VE desired alternatives.

Assumptions:

- Drawings and specifications to be provided are limited to those identified in this task.
- Documents for pre-purchased equipment, if desired, will be considered a change to the contract.

- Value engineering efforts assume redesign will not require major modifications to the drawings or engineering calculations. Where extensive redesign is identified, the Consultant will be entitled to seek additional compensation.
- ~~Any construction cost estimates are provided by CM/GC. The CM/GC will develop and provide the Guaranteed Maximum Price (GMP).~~
- ~~Only the two sets of design drawings and draft specifications will be provided. Consultant will not prepare separate packages for CM/GC to solicit quotes from subcontractors/vendors.~~

Deliverables:

- Drawings and select technical specifications.

Task 203.4 – Final Design

Previous design efforts eliminated the need for grinder pumps through additional gravity sewer on private lots. Service laterals are included up to the property line. Following Value Engineering (VE) efforts completed under Task 203.3 the following areas marked in green are included in the final design of the Gates collection system (Phase I, A, B1, B2, C1, C2, E1, F, G). The collection system includes highway crossings that will be bored.

Phase 2 areas, shown in the figure below, are not included in this amendment but can be implemented at a later date (D1, D2, E2).



During VE efforts, it was determined that a local lift station (along Central Street), regional lift station (along Linnwood Drive), and an inverted siphon (Kingwood Ave) will be designed as part of the Gates Collection System and Force Main project. The Central Street Lift Station is located on the western end of Gates along W Central Street. Its force main follows W Central Street eastward and crosses the Santiam River at the Sorbin Street Bridge on a utility hanger before discharging into the gravity system along Linnwood Drive. The Linnwood Drive Regional Lift Station is located at the topographic low point of Areas C1 and C2. Its force main follows Kingwood Avenue to the topographic high point near Fairview Cemetery. From there, wastewater is conveyed by gravity pipe and a double-barreled inverted

siphon with upstream storage and controls to encourage flushing. A section of the inverted siphon will cross Rock Creek at the Rock Creek Bridge on a utility hanger.

Due to a shift in funding, the project delivery method changed from Construction Manager/General Contractor (CM/GC) to a traditional design-bid-build project. Consultant services are limited to those outlined in the following tasks.

Consultant Responsibilities:

203.4.1 Final Design (60% Design)

203.4.1.1 Site Visit. Visit the site to assist in preparing the final drawings and specifications. This task assumes one (1) site visit.

203.4.1.2 Draft Design Submittal. Prepare 60% design drawings and specifications including general, site civil, mechanical, electrical, structural, instrumentation, and controls. Submit 60% design review drawings and specifications to the Owner, regulatory agency (Department of Environmental Quality (DEQ)), Linn County Public Works, Marion County Public Works, and Gates for review and participate in one (1) design review workshop meetings with interested stakeholders.

203.4.1.3 Opinion of Probable Construction Cost. Prepare one (1) Opinion of Probable Construction Cost (OPCC) estimate based on 60% and advise Owner of recommended adjustments to the construction cost.

203.4.1.4 DEQ Plan Review. Submit 60% design drawings and specifications to DEQ for preliminary plan review. Incorporate and address DEQ comments into 90% design.

Deliverables:

- 60% Design Submittal (including Drawings, Specifications, and Opinion of Probable Cost) in electronic PDF format.

203.4.2 Final Design (90% Design)

203.4.2.1 Site Visit. Visit the site to assist in preparing the final drawings and specifications. This task assumes one (1) site visits.

203.4.2.2 Draft Design Submittal. Prepare 90% design drawings and specifications including general, site civil, mechanical, electrical, structural, instrumentation, and controls. Submit 90% design review drawings and specifications to the Owner, regulatory agency (Department of Environmental Quality (DEQ)), Linn County Public Works, Marion County Public Works, and Gates for review and participate in up to one (1) design review workshop meetings with interested stakeholders.

203.4.2.3 Opinion of Probable Construction Cost. Prepare up to one (1) Opinion of Probable Construction Cost (OPCC) estimate based on 90% and advise Owner of recommended adjustments to the construction cost.

203.4.2.4 DEQ Plan Review. Submit 90% design drawings and specifications to DEQ for preliminary plan review. Incorporate and address DEQ comments into 100% design.

Deliverables:

- 90% Design Submittal (including Drawings, Specifications, and Opinion of Probable Cost) in electronic PDF format.

203.4.3 Final Design (100% Design)

203.4.3.1 Final Design Submittal. Prepare final (100%) design drawings and specifications including general, site civil, mechanical, electrical, structural, instrumentation, and controls. Final design submittal will address one (1) round of Owner and interested stakeholder comments from the 90% design submittal. Submit final design review drawings and specifications to the Owner, DEQ, Linn County Public Works, Marion County Public Works, and Gates, as required. The final design drawings will be utilized for building permitting and construction.

203.4.3.2 Opinion of Probable Construction Cost. Prepare one (1) Opinion of Probable Construction Cost (OPCC) estimate based on the final design and advise Owner of recommended adjustments to the construction cost.

203.4.3.3 DEQ Plan Review. Submit final design drawings and specifications to DEQ for final plan review. Respond to and address DEQ comments and resubmit for approval as required.

203.4.3.4 Permitting. Prepare the following permit applications:

203.4.3.4.1 Oregon Department of Transportation (ODOT) Utility Permit Application. Prepare ODOT Utility Permit Application for construction on ODOT Highway 22 (North Santiam Highway) including State Historic Preservation Office and Tribal consultations.

203.4.3.4.2 Marion County Right-of-Way Permits.

203.4.3.4.3 Linn County Right-of-Way Permits.

203.4.3.4.4 Gates Right-of-Way Permits.

Owner Responsibilities:

- Review and comment on drawings and specifications.
- Review applicable permit applications.
- Participate in review workshops.
- Participate in meetings with regulatory agencies.

Assumptions:

- This scope task does not include any bidding services.
- Permitting assistance excludes public meetings.
- Contractor will be required to obtain erosion and sediment control permit (City or 1200-C, if required), prepare final traffic control plans, prepare final bypass pumping plans, and secure associated permits. Shoring (if required), will be designed by the Contractor.

- Design assumes limited changes from value engineering efforts. Where extensive redesign is identified through value engineering efforts, the Consultant will be entitled to seek additional compensation.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or support above and beyond that described is considered an additional service.
- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and lift station design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.
- Design does not include an arc flash study.
- Panel design to be completed by contractor.
- SCADA and Controls Integration for the Gates Collection System and Force Main are not included and will be contracted through a separate amendment.

Deliverables:

- 100% Design Submittal (including Drawings, Specifications, and Opinion of Probable Cost) in electronic PDF format.

Task 203.5 – Services During Bidding

Consultant Responsibilities:

203.5.1 Bid Coordination Meetings. Attend up to one (1) pre-bid and/or bid opening meetings with Owner and contractors interested in the Project and assist in answering questions related to bid documents.

203.5.2 Addenda. If required, respond to bidder questions and prepare up to three (3) addenda during each bidding process to clarify, correct, or change the issued documents.

Owner Responsibilities:

- Attend the pre-bid meeting.
- Award the bid.

Assumptions:

- One bid package and one bidding process to a single prime Contractor is assumed. If multiple bid packages or rebidding or addressing bid protests are required, these services will be provided as an additional service.

Deliverables:

- Bid evaluation recommendation.

PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS

400 – COMMERCIAL SEPTIC SYSTEM PLANNING

Task 400.1 – Project Management

Consultant Responsibilities:

a. Project Management. Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.

b. Kickoff Meeting. Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Design criteria will also be reviewed during the Kickoff Meeting and assumptions for properties to connect and their flow criteria.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising where required.
- Provide funding administration services.

Assumptions:

- Assumes a thirty-six (36)-month duration for general project administration.
- Should Owner request additional meetings or require an extended schedule, project management budget will be increased accordingly.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.

Task 400.2 – Data Acquisition & Property Tour

Consultant Responsibilities:

400.2.1. Request for Information. A request for information will be prepared by the Consultant describing the information needed including, but not limited to, the following items:

a. Base mapping, including roadways, parcel lines, political boundaries, land use, topographic contours, current aerial imagery, manholes, and pipelines (along with material, age, and size attributes) to be provided in GIS format. GIS to include survey grade pipe invert data for modeled lines, incorporating recent survey information of collection system as applicable.
b. List of properties to be connected to the commercial septic system.
    1. Provide type of business
    2. Anticipated wastewater flows
c. Previous collected test pit data for all the properties.
d. Previous studies involving the soil in the city.
e. Provide existing drain field and septic tank locations for each property.
f. Identify available property for consideration for septic tank or drain field placement.
g. Owner to complete additional test pits required to investigate feasibility of drain fields on properties identified by the Consultant.

400.2.2. Conduct site tour of each property to evaluate potential drain field locations.
400.2.3. Meet with each property owner/representative to discuss specifics to each property. These meetings are assumed to be virtual to work with individual property owner schedules.

Owner Responsibilities:

- Provide requested data within two weeks of request.
- Complete field work and provide sampling/testing, if required for drain field investigations.
- Conduct site tour with Consultant; provide access to facilities and records.

Assumptions:

- Site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces, nor will a structural or leak test be completed on existing septic tanks.
- Scope assumes up to 20 properties will be participating in the interim commercial septic systems.
- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.

Deliverables:

- Request(s) for Information
- Summary tables and figures for existing septic tanks and drain fields status

Task 400.3 – Stakeholder Involvement / Engagement

Consultant Responsibilities:

400.3.1. Stakeholder Preliminary Meeting. Review goals and objectives of the project. Owner will distribute communication and notification to stakeholders, city, and County staff.
400.3.2. City Council Preliminary Workshop Meeting. Set the project meeting agenda and provide minutes. This meeting will be a workshop to review and discuss project objectives.
400.3.3. Public Meeting. Prepare materials for and present summary findings in a public meeting.
400.3.4. City Council Summary Workshop Meeting. Set the project meeting agenda and provide minutes. This meeting will be a workshop to summarize the technical memorandum deliverable from Task 403.

Owner Responsibilities:

- Participate and provide facilities for public meeting. Provide public notice as required. Assist in addressing public comments.
- Distribute communication and notification for stakeholder meeting.

Deliverables:

- Public and stakeholder meeting presentation materials.

Task 400.4 – Commercial Septic System Concept

Consultant Responsibilities:

400.4.1. Location and Project Impact. Provide brief description of project location and summary of properties including a figure.

400.4.2. Flow Estimates and Grouping. Estimate the amount of flow and wastewater strength of loading (restaurant, industrial, staff restroom, …).

Owner Responsibilities:

- Provide input and approval of septic tank and drain field concepts.
- Provide staff input and requirements for septic approval.
- Review and comment on draft documents in a timely manner.

Assumptions:

- Project will not require an Oregon DEQ WPCF permit.
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- Test pits will not be excavated, and soil characteristics documented with this scope of work. If required, sampling and/or testing will occur with a subsequent task order amendment.
- Scope excludes environmental work. If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.

Task 400.5 – Commercial Septic System Design
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

400.5.1 Develop schedule for overall project delivery and construction.
400.5.2 Oversee excavation of test pits and soil sampling to determine soil characteristics, infiltration rates, and other necessary design criteria for up to twenty-four (24) commercial properties.
400.5.3 Estimate the amount of flow and wastewater strength of loading (restaurant, industrial, staff restroom, etc.) for flow and wastewater strength for up to twenty-four (24) commercial properties and their intended uses.
400.5.4 Prepare Septic System Designs for up to twenty-four (24) commercial properties. Complete designs for each commercial property shall include pre-treatment, septic tanks, drain field, replacement area, and all other appurtenances, as required.
400.5.5 Prepare design drawings (11" x 17", PDF).
400.5.6 Regulatory and Permitting Requirements. Review and summarize current, pending, and future regulatory requirements and permitting criteria that may influence operation and maintenance, and adaptation of the system to the long-term gravity collection system. Prepare permit applications and provide inspection services for systems permitted by DEQ as appropriate.
400.5.7 Maintenance Requirements. Summarize recommended maintenance requirements as required for regulatory compliance or as reported by the Owner in an operation and maintenance (O&M) Manual.
400.5.8 Attend up to twenty-four (24) bi-weekly one (1)-hour long meetings and provide updates to Project Team.

Owner Responsibilities:

- Provide input for septic tank and drain field concepts.
- Provide staff input and requirements for septic grant approval.
- Review and comment on draft documents in a timely manner.

Assumptions:

- Commercial properties will be permitted through either Marion County or Oregon Department of Environmental Quality (DEQ).
- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- Scope excludes environmental work. If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.

Deliverables:

- Conceptual septic system design and drawings.
- Final septic system design and drawings.
- Permit applications.
- O&M Manual.

Task 400.6 – ODOT ROW Commercial Property Topographic Survey
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

400.6.1 Consultant shall perform a topographic recovery survey for up to twelve (12) commercial properties located along the western side of North Santiam Highway between the intersection of Front Street (southern limit) and Detroit Avenue (northern limit) for the purpose of preparing easement agreements including legal descriptions and exhibits for use of the Right-of-Way. Survey shall be based on an official benchmark acceptable to the City of Detroit and shall be based on the NAVD 1988 vertical datum. Horizontal datum shall be in state plane coordinates, Oregon North, 3601. Survey shall include the following:

a. Locate existing monumentation to complete a boundary retracement and side boundary line resolution for up to twelve (12) properties within the project limits described above and as defined in the attached PDF.
b. Topographic surface data and underground utilities to the edge of the project boundaries as defined in the attached PDF.
c. Obtain spot elevations at a maximum 50-foot on center spacing,

including along roadway centerlines, top of curb, flowline of curb, and lip of gutter, to the nearest 0.01 foot.

d. Additional spot elevations to identify grade breaks and other topographic features.
e. Order One-Call utility locates for any underground utilities within subject area and adjacent public right of way.
f. Locate surface features over subject area, including: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas.
g. Locate ground and above ground utilities, including utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants.
h. Locate trees 8-inch diameter and greater measured at breast height, noting coniferous or deciduous.
i. Map existing easements which may affect subject area.
j. Provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an XML file.

400.6.2 Survey will show utility poles, power lines, and telecommunications, including any identification information. For existing storm drains, culverts, and sanitary sewers, Consultant shall:

a. Show rim or grate elevations and inverts for manholes and drainage structures, with structure size (inside dimensions).
b. Show pipe diameters, pipe material, and direction of pipe.
c. Show manhole symbols at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
d. Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.
e. Show utility lines as continuous; do not terminate shortly after a structure, extend to nearest upstream or downstream structure.

Deliverables:

- Basemap in AutoCAD 3D format.
- Legal Descriptions and Visual Exhibit Maps for up to twelve (12) easement areas.

Task 400.7 – Detroit Environmental Due Diligence (ODOT ROW Easements)

Consultant shall complete environmental due diligence support as described below for up to twelve (12) commercial properties in Detroit, Oregon.

Subtask 400.7.1 – Project Management
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

400.7.1.1 Consultant will coordinate with Owner and others to receive project materials, prepare invoicing, and transmit correspondence. As part of Consultant's project management efforts, monthly check-in calls will be scheduled with Consultant to discuss interim survey results and other project-related issues as they arise. Consultant will maintain project files to include supporting materials. Consultant will monitor task performance, schedule, and budget; approve project expenses; and check that systems are in place to conduct quality assurance and quality control on deliverables and correspondence.

Assumptions:

There will be four (4) monthly check-in calls involving the Consultant team.

- Monthly check-in calls will be approximately one (1)-hour long.

Subtask 400.7.2 – Cultural Clearance Certification
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.

Consultant will coordinate with the cultural resources department at Oregon Department of Transportation (ODOT) to seek Cultural Clearance Certification for the project.

Consultant Responsibilities:

400.7.2.1 Tribal Coordination. Consultant will coordinate with the cultural resources departments of the Confederated Tribes of Grand Ronde, Confederated Tribes of Siletz Indians, and Confederated Tribes of Warm Springs Indian Reservation to inquire about local historical knowledge of the project area. Consultant will also ask if they have any cultural concerns about the location of the project. Project-related Tribal coordination will be described in the final report.

400.7.2.2 Background Research. Prior to fieldwork, Consultant will conduct a records search of the Oregon Archaeological Records Remote Access (OARRA) online records database, maintained by the Oregon State Historic Preservation Office (SHPO), for information about previous cultural resource studies and previously identified archaeological sites in the project vicinity. Consultant staff will also review other available background resources pertinent to the history, prehistory, ethnography, and environmental context of the project area. These background resources will include any recent geotechnical reports, ethnographic and historical accounts, General Land Office documents, historical maps, photographs, and other relevant research information available from local libraries, historical societies, or informants.

Because the project is located on land managed by ODOT, an archaeological excavation permit must be obtained from the SHPO before archaeological testing takes place (per ORS 390.235 and its implementing guidelines). The Consultant will apply for this state-issued excavation permit from the SHPO as required by state statutes (ORS 358.905 and 97.740). These statutes require protection of archaeological sites, objects, and human remains on public lands in Oregon. It is required that the permit be obtained prior to the start of archaeological testing or monitoring. Excavation permit applications usually require up to 35 days for

submission and review.

400.7.2.3 Field Survey. Consultant will conduct an archaeological survey in areas where ground-disturbing activities will occur to identify potential archaeological resources in and around the proposed area of disturbance. The survey will include a pedestrian walkover and subsurface shovel probes. The pedestrian survey will involve archaeologists walking along transects spaced no more than 20 meters apart, systematically examining the ground surface for archaeological materials. Consultant crews will record their observations on standardized field forms and in field notebooks.

Preliminary research shows there are no cultural resources investigations overlapping the project area according to OARRA. Consultant will conduct subsurface testing in locations with a high probability of containing archaeological resources where project-related ground disturbance will occur. Consultant proposes to excavate up to 24 shovel probes. Probes will measure a minimum of 30 centimeters (cm) in diameter and will extend to a minimum of 50 cm below the surface and two culturally sterile 10-cm levels, where possible. All soils will be screened through ¼-inch hardware mesh. A bucket auger will be used to sample more deeply buried sediments up to 200 cm below the surface opportunistically throughout the project area.

Should archaeological materials be discovered, they will not be collected; rather, the artifacts will be identified as to type, material, function, and cultural and temporal association. All diagnostic materials (those that have a clear temporal connection) will be photographed. Resources will be recorded on the appropriate SHPO resource forms. Resource location global positioning system (GPS) data will be collected and submitted as GIS files. If a GPS unit cannot be used to record resources, locations of areas surveyed or resources will be marked on a U.S> Geological Survey quadrangle map and them georeferenced during post-field processing. All recording procedures will follow SHPO guidelines. The Consultant's cost estimate assumes that no more than one archaeological resource will be encountered during the archaeological survey.

400.7.2.4 Reporting. Consultant will prepare one cultural resources survey report detailing the findings of the Tribal coordination, background research, pedestrian field survey, and subsurface testing. The report will include a description of the regulatory context, regional and local background research, methods, expectations, and results of the survey. The Consultant will provide an electronic version of the draft report to ODOT, SHPO, and interested Tribal entities for review. The Consultant will coordinate with ODOT, SHPO, and the Tribes for timely review of the report. After acceptance of the final report, Consultant will provide GIS shapefiles and maps of the areas surveyed and cultural resources identified to the Consultant, provided that the private landowner(s) approve(s) of disclosing information about their properties.

Assumptions:

- All meetings and coordination with Consultant will be conducted via conference calls and email.
- The records search area will not extend farther than one mile beyond the project area.

Consultant will be able to complete the literature review using electronically available resources, and no in-person file searches will be required.
- Consultant will obtain up to one archaeological permit.
- The project location and size will remain as identified in the request for scope and cost (less than three acres total).
- Based on a preliminary review of SHPO records, Consultant anticipates that up to one cultural resource site will be identified and require documentation in the project area. If a larger number of sites are identified, additional costs may be incurred, and Consultant will discuss with Consultant on how to proceed.
- No more than four hours of labor for each field staff member will be required to record the cultural resource site. The identification of large and complex cultural resource sites (e.g., homesteads with multiple structures or precontact village sites with more than 500 artifacts) are not included in this scope.
- For the purposes of total site count, every site larger than one acre will be considered as an additional site based on every additional acre; otherwise, it is assumed that no lithic landscapes or overly dense lithic source areas will be encountered.
- Consultant's ability to conduct fieldwork will be unimpeded by access restrictions (e.g., fences, locked gates, and livestock), weather, road construction, landowner restrictions, COVID-19-related restrictions, force majeure, or any other factor(s) outside of Consultant's control. Consultant will prepare a cultural resources survey report, and the report will require no more than one round of review by Consultant. Comments from Consultant on each of the survey reports will not require more than four hours of Consultant labor to address. No comments will be received from SHPO review, and minimal comments (up to four hours of work needed to address comments) will be received from the Tribes.

Deliverables:

- Draft and final cultural resources survey report.
- Draft and final GIS spatial data from cultural resources investigations.

Subtask 400.7.3 – Phase I Environmental Site Assessment
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

Consultant Responsibilities:

Consultant will prepare a Phase I Environmental Site Assessment (ESA) report for the project area. The Phase I ESA will be completed in general accordance with the standards described in the current ASTM Standard E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (2021). The Phase I ESA will be directed by a qualified Environmental Professional, as required by the ASTM Standard.
A Phase I ESA conducted in accordance with ASTM Standard E1527-21 constitutes appropriate inquiry into the previous ownership and uses of the property, consistent with good commercial or customary practice and will allow the Owner to satisfy one of the requirements for landowner liability protections under the Comprehensive Environmental Response, Compensation, and Liability Act (42 United States Code 9601). The Phase I ESA will consist of the subtasks described below:

400.7.3.1 Records Review. Consultant will review appropriate documents, including historical aerial photographs, historical topographic maps, and other land-use documents in order to identify past operations or activities on the subject property or nearby properties that may have caused the release of hazardous substances or petroleum products into the environment. As part of the review process, site location, hydrogeological characteristics, geographic setting, and physiography also will be summarized. Available state and federal regulatory databases will be reviewed to determine whether the subject property or nearby facilities have been subject to environmental actions or review. The regulatory database review will, at a minimum, include the databases required to satisfy the ASTM Standard. Note: Based on the Consultant's initial review, there are eight leaking underground storage tank records and a brownfield site mapped within 0.25 miles of the project site.

400.7.3.2 Interviews. Consultant will attempt to interview property owners or their representative(s) based on contact data provided by Consultant. Additionally, reasonable attempts will be made to interview at least one staff member of state or local government agencies regarding information that indicates recognized environmental conditions (RECs) in connection with the subject property.

400.7.3.3 Site Reconnaissance. A Phase I ESA includes a reconnaissance of the subject property and vicinity to observe and photograph areas with potential RECs and to document current conditions. Access to private, locked, or restricted areas would be arranged by Consultant. This scope of work does not include activities such as collecting or analyzing soil, air, water, or other environmental samples.

400.7.3.4 Owner-Provided Information. Owner-provided information is an essential component of the Phase I ESA and includes items such as copies of previous Phase I ESAs or other relevant environmental documents, a completed ASTM Phase I ESA User Questionnaire, a completed Initial Data Request, and access to the subject property. The Owner is also responsible for providing Consultant with the results of a search of recorded land-title records and judicial records for environmental liens and activity and use limitations.

400.7.3.5 Report Generation. The Phase I ESA findings will be summarized and documented in one report. Sections within the report will include 1) a description of the property, 2) summaries of the site history and interviews, 3) a regulatory database review, 4) a description of the site reconnaissance, 5) findings and conclusions, and 6) figures and appendices. Each report will include Consultant's professional opinion concerning the environmental disposition of the site regarding the presence of RECs. Report limitations and all literature cited will also be included. According to the ASTM Standard, the content of a Phase I ESA is valid for 180 days after the first data are collected. If the date of the intended use for Phase I ESAs is not within 180 days, an update may be necessary. Non-scope issues identified in the ASTM Standard include radon, lead, asbestos, radioactivity, regulatory compliance, wetlands, and endangered species. Non-scope issues will not be addressed in the Phase I ESA report.

Assumptions:

- The ASTM User Questionnaire and Consultant's Initial Data Request will be returned to Consultant promptly upon commencement of the project.
- This scope of work includes one round of revisions to the report text. Substantial revisions, such as a revised scope or project area, will incur additional cost.

- Phase I ESA reliance letters will be provided for a flat fee of $500.
- Fieldwork for the Phase I ESAs will be completed in conjunction with that for cultural and will not be an independent mobilization.

Deliverables:

- Draft and final Phase I ESA report.

Task 400.8 – Detroit Commercial Septic Excavation Contractor

Consultant Responsibilities:

400.8.1 Consultant shall mobilize to Detroit, Oregon to perform sewer video inspections of existing septic systems using appropriate equipment to locate, expose, flag, and prepare septic systems for inspection by Consultant's septic system designer. Consultant shall provide services for up to six (6) days of sewer video inspections.

400.8.2 Consultant will excavate test pits for onsite sewage evaluations at the direction of Consultant's septic system designer. Test pits will be excavated in accordance with Oregon Department of Environmental Quality recommendations and requirements. The bottom of the test pit shall measure at least 2-feet x 4-feet. Test pits shall be at least 4.5-feet deep but shall not exceed a depth of five feet. One end of the test pit shall be sloped or stepped in order to allow access for Consultant's septic designer and regulatory inspector. All spoils must be placed a minimum of two feet from the edge of the test pit. Consultant shall provide services for up to six (6) days of test pit excavation.

400.8.3 Consultant to provide plumbing services to remove up to four (4) toilets and confirm how the piping is connected to the on-site septic system at The Lodge property in Detroit.

Assumptions:

- Each day includes up to eight hours of site work and mobilization efforts.
- Consultant's septic system designer shall group locations of sewer video inspections and test pit excavations for efficiency.
- Owner recognized that the services provided by the septic system designer include construction-type activities not originally contemplated in the Consultant's scope of services and recognizes that the Owner will rely on the Consultant's licensing and insurance to address any deficiencies in performance to the standard of care or to address any damages resulting from Consultant's activities.

Task 400.9 – Detroit Commercial Properties Survey
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.

Consultant Responsibilities:

400.9.1 Consultant shall perform a property boundary survey for up to twenty (20) commercial properties in Detroit, Oregon for the purpose of verifying property lines prior to field layout, measurements, elevation work, and site plan development of onsite septic systems. Survey shall be based on an official benchmark acceptable to the City of Detroit and shall

be based on the NAVD 1988 vertical datum. Horizontal datum shall be in state plane coordinates, Oregon North, 3601. Survey shall include the followings:

a. Locate existing monumentation to complete a boundary retracement and side boundary line resolution for up to twenty (20) properties within the City of Detroit.
b. Calculations and Property Deed research.
c. Initial field monument ties.
d. Boundary Resolution.
e. Set property corners.
f. Record of survey drafting.
g. File survey with Marion County.

Deliverables:

- Basemap in AutoCAD 3D format.
- Legal Descriptions and Visual Exhibit Maps for up to twenty (20) easement areas.

Task 400.10 – Detroit Commercial Septic Groundwater Study
(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.

Consultant Responsibilities:

400.10.1 DEQ requires a written assessment of the impact of the proposed septic drainfield on the quality of groundwater ("groundwater study") as part of the water pollution control facility (WPCF) permitting process. The Consultant will perform a groundwater study for one (1) property, located at:

- 200 Detroit Avenue, Detroit, Oregon

Using the Large Onsite Septic System (LOSS) model, developed by the Washington Department of Ecology, to simulate nitrate attenuation due to mixing of septic effluent with groundwater and infiltrating precipitation. Inputs to the LOSS model include certain characteristics of the wastewater, physical dimensions of the site, and subsurface soil properties. Output from the LOSS model will be the nitrate concentration in groundwater at a specified distance, or point-of-compliance (POC), from the septic drainfield. Due to the marginal distance between the proposed septic drainfield and the property boundary, it is

assumed that DEQ will accept the POC to be the Detroit Lake shoreline located approximately 1,200 feet west of the property boundary.
The LOSS model will be run using input parameters developed by the Consultant and Project Team using known site-specific conditions, including:

- Nitrate concentration in precipitation (anticipate using the default model value of 0.24 milligrams per liter [mg/L]).
- Soil denitrification factor (anticipate using the default model value of 10%).
- Aquifer thickness (based on well logs from the Oregon Water Resources Department or the DEQ-required upper limit of 20 feet).
- Aquifer width (based on drainfield width or length).
- Aquifer hydraulic conductivity (based on literature values or well tests reported on nearby well driller logs).Horizontal hydraulic gradient (based on literature values or a default value).
- Recharge to the aquifer (based on precipitation measurements and an assumed percentage of infiltration into subsurface soils and/or literature values).
- Nitrate concentration in upgradient groundwater, if available.

Consultant and Project Team will determine:

- Septic drainfield length and width and the distance from the drainfield to the downgradient POC (distance from both Detroit Lake and the property boundary in feet).
- Wastewater volume (in gallons per day). Guidance for the LOSS model defines the wastewater volume as the daily operating capacity of the LOSS (i.e., design flow without a peaking factor).
- Total nitrogen concentration after treatment, should treatment be needed for the system to be compliant with DEQ rules.

Consultant will perform a preliminary run of the LOSS model and summarize the results (i.e., nitrate concentration at the POC) for the Project Team via email. If the model results indicate that nitrate concentrations from the septic system will be attenuated before reaching the downgradient POC, Consultant will document the model results in a technical memorandum. Alternatively, if the model results indicate that nitrate concentrations will not be attenuated before reaching the downgradient POC, the Consultant will hold a virtual meeting with the Project Team to review design changes that would need to occur such that nitrate concentrations would be attenuated before reaching the POC (i.e., nitrogen concentration in groundwater, drainfield configuration, distance between the drainfield and POC, or wastewater volume).

Assumptions:

- No field work will occur as part of this scope of work, and DEQ will not require groundwater sampling for nitrate.
- No modeling of nitrate attenuation in unsaturated soils beneath the septic drainfield is included in this scope of work.
- Consultant will perform up to five model runs as part of an iterative process to develop an acceptable model for DEQ.
- DEQ will not have significant comments on the LOSS model simulations or require additional model runs. Specifically, DEQ comments will be incorporated in eight hours or less.
- Three virtual meetings with DEQ will be held to discuss the POC and appropriate model input parameters.

Deliverables:

- Email with preliminary results of the LOSS model run to Project Team.
- Draft Technical Memorandum documenting the LOSS model for Project Team to review and provide comment.
- Final Technical Memorandum documenting the LOSS model for submittal to DEQ.

Task 400.11 – ODOT Guardrail Replacement

This task will provide preliminary and final design services for the removal of 320 linear feet (LF) of existing guardrail and installation of 375 LF of new ODOT guardrail (Midwest Guardrail System) on OR-22/Highway 162 (N. Santiam Highway). The new guardrail is being installed to protect a new septic system located within the eastbound ODOT right-of-way.



Consultant Responsibilities:

400.11.1 Project Management.

400.11.1.1 General Project Management. Provide task-level project administration services including task oversight, project accounting monthly progress reports, scheduling, and internal task administration.

Owner Responsibilities:

- Provide requested information within two (2) weeks of request.

Assumptions:

- Project management budget assumes a project duration of up to eight (8) months.
- Unless otherwise noted, meetings/workshops may include a combination of in person or virtual attendees. This assumption applies to this task as well as subsequent tasks.
- ODOT review of deliverables is anticipated.
- Funding support is not included in this scope of work, including but not limited to American Iron and Steel (AIS) or Build America, Buy America (BABA) tracking, certification, or reporting. These services can be provided as additional services.

Deliverables:
- Kickoff meeting agenda and minutes.
- Request for information.

Consultant Responsibilities:

400.11.2 Final Design

400.11.2.1 90% Design. Develop and advance the guardrail replacement design drawings and traffic control plan to 90% completion. Participate in a design review meeting with Owner.

400.11.2.2 Project Manual. Prepare additional specifications for the guardrail replacement at the 90% design submittal.

400.11.2.3 Design Review Meeting(s). Participate in a 90% design review meeting with Owner and ODOT Engineering.

400.11.2.4 100% Design. Address Owner and ODOT Engineering's comments to the plans and project manual. Stamp and submit 100% documents for final ODOT review and approval.

400.11.2.5 ODOT Miscellaneous Permit. Prepare a Miscellaneous Permit and traffic control plan for guardrail replacement.

Owner Responsibilities:
- Provide one set of consolidated comments on deliverables.
- Provide legal and risk reviews of the bid documents.

Assumptions:
- Erosion and sediment control permitting with the Oregon Department of Environmental Quality (DEQ, i.e., 1200-C Construction General Permit) is not required because the anticipated ground disturbance is less than 1 acre.
- Specifications will be provided in MS Word or PDF format. Hard copies will not be provided.

Deliverables:
- 90% design drawings include one (1) PDF submittal.
- 100% stamped design package (bidding documents), include one (1) PDF submittal.

Task 400.12 –Detroit Holding Tank Feasibility Study

A study will be completed to understand the opportunities and constraints associated with the design of a sanitary sewer collection system and holding tank to serve several properties within the commercial corridor of City of Detroit, Oregon shown in the Study Area below. A Feasibility Study will be prepared to summarize alternatives analyzed, and assess the technical, environmental, regulatory, and economic viability of using a holding tank to collect and store wastewater prior to hauling to another location for treatment and disposal.



Consultant Responsibilities:

400.12.1 Project Management.

400.12.1.1 General Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

400.12.1.2 Regulatory Coordination. Meet with Owner, Detroit and DEQ staff to discuss water pollution control facility (WPCF) and permitting options. The objective of this outreach will be to select the permitting process.

400.12.1.3 Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to review/establish overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the County, and review process for deliverables including process for Owner review and approval.

400.12.1.4 Request for Information. Prepare initial request for information for data to be used in the design process.

Owner Responsibilities:

- Provide requested information within two (2) weeks of request.

Assumptions:

- Project management budget assumes a project duration of up to four (4) months.
- Unless otherwise noted, meetings/workshops may include a combination of in person or virtual attendees. This assumption applies to this task as well as subsequent tasks.
- Funding support is not included in this scope of work, including but not limited to American Iron and Steel (AIS) or Build America, Buy America (BABA) tracking, certification, or reporting. These services can be provided as additional services.

Deliverables:

- Kickoff meeting agenda and minutes.
- Request for information.

400.12.2 Feasibility Study Report

400.12.2.1 Study Phase Services.

- Site Visit. Consultant will coordinate with Owner to perform a site visit and document existing site conditions. Evaluation will include documentation of status and condition of existing septic facilities and electrical equipment. This scope does not include inspection of interior spaces or existing facilities.
- Basin Study. Consultant will review the gravity sewer system developed through the North Santiam Sewer Authority Master Plan. Consultant will approximate alignment and invert elevation requirements for future lift station wet wells within the Study Area.

400.12.2.2 Design Criteria. The design criteria will include calculations, anticipated flow conditions for the Study Area, peak season flows, future basin flow conditions, holding tank (wet well) storage requirements, odor control strategy, power requirements, and alarms.

400.12.2.3 Holding Tank Siting. Develop alternatives analysis matrix of possible holding tank locations within the Study Area. Provide recommendations for preferred location.

400.12.2.4 Site Layout. Develop 10% concept design showing site civil layout for the sewer main lines and potential lots it can serve and holding tank(s) for the Study Area. Underground and above ground holding tank configurations will be considered, including tank materials and size configuration. Concept to include general grading concepts and reflect considerations for holding tank dimensions, utility conflicts, traffic, and access impacts.

400.12.2.5 Odor Control Type. Evaluate up to three design alternatives for odor control. For each alternative, evaluation to include operations and maintenance considerations, benefits, drawbacks, costs, and consideration of non-cost factors (i.e., future expansion for a lift station). Potential odor control types including chlorine dosing equipment, passive carbon filtration, mixing, chemical, and air scrubber.

400.12.2.6 Electrical and Controls. Coordinate with Owner to identify supervisory control and data acquisition (SCADA) preferences. Coordinate with power utility to identify power constraints. Prepare one-line diagram for power and a narrative describing the communication strategy and objectives including

a piping and instrumentation diagram (P&ID).

400.12.2.7 Emergency and Contingency Scenarios. Evaluate scenarios of likely failure points or emergencies and contingency options. Evaluate potential environmental impacts including risks of leaks, spills, and overflows. Provide general mitigation measure strategies.

400.12.2.8 Operations and Maintenance. Consultant will prepare a conceptual level Operations and Maintenance Summary for the collection system and holding tank(s) including trucking and disposal of wastewater.

400.12.2.9 Cost Estimate. Provide an AACE Class IV Opinion of Probable Cost for the project design and construction and operations and maintenance costs.

400.12.2.10 Workshop Meeting. Meet with Owner to review concepts and alternatives and select preferred alternative for design.

400.12.2.11 Draft Feasibility Study. Prepare Draft Feasibility Study. The study will include concept drawings showing conceptual pipe network layout, one-line diagram, and anticipated permit requirements. Submit to Owner for review.

400.12.2.12 Final Feasibility Study. Incorporate Owner & Detroit's input and submit to Owner.

Owner Responsibilities:

- Provide input on holding tank, piping design criteria, and preferred alternatives.
- Obtain or provide information for land parcel for the holding tank site, easements, and rights-of-way.
- Provide as-built information on known septic tank systems within the study area.
- Review and provide one set of consolidated comments on the Draft Feasibility Study, concept plans, and opinion of probable cost.
- Provide requested information within two (2) weeks of request.

Assumptions:

- Budget assumes a project duration of up to four (4) months.
- Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of the information provided by County Staff, and its consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards.
- Power is readily available and located adjacent to the preferred site.

Deliverables:

- Agenda and minutes for Workshop Meeting.
- Draft and Final Feasibility Study (1 paper copy and 1 PDF)

Task 400.13 – ODOT ROW Narrative Appraisal Report

400.13.1 One (1) narrative appraisal report for the easement area in the Oregon Department of Transportation (ODOT) right-of-way to be used for the property located at 200 Detroit Ave, Detroit septic system. The Narrative Appraisal Report shall be completed in accordance with ODOT Property Management Appraisal Specifications.

Deliverables:

- One (1) Narrative Appraisal Report.

Task 400.14 – Construction Services

Construction services associated with Kane's Marina and ODOT Guardrail Replacement.

Consultant Responsibilities:

400.14.1 General Administration of Construction Contract. Consult with Owner and act as Owner's representative as provided in the Construction Contract with the CM/GC (Construction Contract). If Owner, or Owner and CM/GC, modify the duties, responsibilities, and authority of Consultant in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Consultant, then Owner shall compensate Consultant for any related increases in the cost to provide Construction Phase services. Consultant shall not be required to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Owner's instructions to CM/GC will be issued through Consultant, which shall have authority to act on behalf of Owner in dealings with CM/GC to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

400.14.2 Selection of Independent Testing Laboratory. Assist Owner in the selection of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by CM/GC), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Owner with the findings and reports generated by testing laboratories, including findings and reports obtained from or through CM/GC.

400.14.3 Pre-Construction. Conference and Construction Meetings. Participate in a pre-construction conference prior to commencement of Work at the Site. Participate in weekly, remote construction meetings.

400.14.4 Electronic Transmittal Protocols. If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and CM/GC jointly develop such protocols for transmittals between and among Owner, CM/GC, and Consultant during the Construction Phase and Post-Construction Phase.

400.14.5 Original Documents. If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Consultant and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to CM/GC and Owner for review.

400.14.6 Schedules. Receive, review, and determine the acceptability of any and all schedules that CM/GC is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

400.14.7 Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in Consultant's judgment are necessary to enable CM/GC to proceed.

400.14.8 Visits to Site and Observation of Construction. In connection with observations of CM/GC's Work while it is in progress:

i. Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, to observe as an experienced and qualified design professional the progress of CM/GC's executed Work. Such visits and observations by Consultant, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Consultant shall keep Owner informed of the progress of the Work.

ii. The purpose of Consultant's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that CM/GC has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Consultant shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

400.14.9 Defective Work. Reject Work if, on the basis of Consultant's observations, Consultant believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether CM/GC should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

400.14.10 Compatibility with Design Concept. If Consultant has express knowledge that a specific part of the Work that is not defective under the terms and standards

set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

400.14.11 Clarifications and Interpretations. Accept from CM/GC and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

400.14.12 Non-reviewable Matters. If a submitted matter in question concerns the Consultant's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Consultant will promptly give written notice to Owner and CM/GC that Consultant will not provide a decision or interpretation.

400.14.13 Field Orders. Subject to any limitations in the Construction Contract Documents, Consultant may prepare and issue Field Order requiring minor changes in the Work.

400.14.14 Change Order and Work Change Directives. Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

400.14.15 Differing Site Conditions. Respond to any notice from CM/GC of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

400.14.16 Shop Drawings, Samples, and Other Submittals. Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required CM/GC submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any CM/GC's submittal schedule that Consultant has accepted.

400.14.17 Substitutes and "Or-equal". Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CM/GC.

400.14.18 Inspections and Tests.

i. Receive and review certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the

Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Consultant shall be entitled to rely on the results of such inspections and tests.

ii. As deemed reasonably necessary, request that CM/GC uncover Work that is to be inspected, tested, or approved.

iii. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

400.14.19 Change Proposals and Claims: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from CM/GC and, within 30 days after receipt of the CM/GC's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and CM/GC. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Consultant will notify the parties that the Consultant will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

400.14.20 Applications for Payment. Based on Consultant's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

i. Determine the amounts that Consultant recommends CM/GC be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Consultant's representation to Owner, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, CM/GC's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to CM/GC's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe the Work. In the case of unit price Work, Consultant's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

ii. By recommending payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of CM/GC's Work as it is performed and furnished have been exhaustive, extended to every aspect of CM/GC's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement.

Neither Consultant's review of CM/GC's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or CM/GC's compliance with Laws and Regulations applicable to CM/GC's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes CM/GC has used the money paid to CM/GC by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and CM/GC that might affect the amount that should be paid.

400.14.21 CM/GC's Completion Documents. Receive from CM/GC, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Section 202.17. Receive from CM/GC, review, and transmit to Owner the annotated record documents which are to be assembled by CM/GC in accordance with the Construction Contract Documents to obtain final payment. The extent of Consultant's review of record documents shall be to check that CM/GC has submitted all pages.

400.14.22 Substantial Completion. Promptly after notice from CM/GC that CM/GC considers the entire Work ready for its intended use, in company with Owner and CM/GC, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to CM/GC, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

400.14.23 Other Tasks. Perform or provide the following other Construction Phase tasks or deliverables: Project start-up and commissioning support is not included in this task and will be contracted as part of a future amendment.

400.14.24 Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Consultant may recommend, in writing, final payment to CM/GC. Accompanying the recommendation for final payment, Consultant shall also provide a "Notice of Acceptability of Work" to Owner and CM/GC, stating that the Work is acceptable to the best of Consultant's knowledge, information, and belief, and based on the extent of the services provided by Consultant under this Agreement.

400.14.25 Standards for Certain Construction-Phase Decisions: Consultant will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set

forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Consultant will not show partiality to Owner or CM/GC, and will not be liable to Owner, CM/GC, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

400.14.26 Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Consultant for final payment to CM/GCs. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Consultant shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of CM/GC as set forth in the Construction Contract.

Assumptions:

- Budget assumes a two (2)-month construction duration for the Kane's Marina project.
- Budget assumes a one (1)-week duration for the ODOT Guardrail Replacement project.
- Assumes one (1)-hour weekly construction meeting for the Kane's Marina project.
- Assumes one (1)-hour pre-construction meeting for the ODOT Guardrail Replacement project.
- Budget assumes a total of twelve (12) submittals/resubmittals reviews for the Kane's Marina.
- Budget assumes a total of six (6) submittals/resubmittals reviews for the ODOT Guardrail Replacement projects.
- Budget assumes a total of two (2) change orders and two (2) field orders for the Kane's Marina and ODOT Guardrail Replacement projects.
- Materials testing, traffic control, erosion and sediment control plan shall be prepared by the Contractor.

Task 400.15 – Site Visit Fees and Direct Expenses

Consultant's Responsibilities:

- This task includes the following fees and direct expenses associated with Task 400.14 – Construction Services Final Design, including:
    - Travel expenses

Assumptions:

- Budget assumes six (6) one (1)-day site visits (i.e., bi-weekly) by project manager/engineering staff ~~.~~ for the Kane's Marina project.
- Budget assumes a one (1)-day site visit by project manager/engineering staff for the ODOT Guardrail Replacement project.
- Budget assumes a two (2)-month construction duration for the Kane's Marina project .
- Budget assumes a one (1)-week duration for the ODOT Guardrail Replacement project.

Task 400.16 – Resident Project Representative

Consultant's Responsibilities:

400.16.1 Resident Project Representative (RPR). Consultant to provide the services of an RPR at the Site to provide more extensive observation of CM/GC's work. The furnishing of such RPR's services will not limit, extend, or modify Consultant's responsibilities or authority except as expressly set forth below:

400.16.2 Consultant shall furnish a Resident Project Representative ("RPR") to assist Consultant team's Project Manager in observing progress and quality of the Work. The RPR may provide full-time representation or may provide representation to a lesser degree. RPR is Consultant's representative at the Site, will act as directed by and under the supervision of Consultant team's Project Manager, and will confer with Consultant team's Project Manager regarding RPR's actions.

400.16.3 Through RPR's observations of the Work, including field checks of materials and installed equipment, Consultant shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Consultant shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Consultant (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Consultant (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

400.16.4 The duties and responsibilities of the RPR are as follows:

a. General: RPR's dealings in matters pertaining to the Work in general shall be with Consultant team and CM/GC. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CM/GC. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Consultant team's Project Manager.
b. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by CM/GC and consult with Consultant team's Project Manager concerning acceptability of such schedules.
c. Conferences and Meetings: Attend meetings with CM/GC, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including CM/GC's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
d. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
e. Liaison:
    i. Serve as Consultant's liaison with CM/GC. Working principally through CM/GC's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
    ii. Assist Consultant in serving as Owner's liaison with CM/GC when CM/GC's operations affect Owner's on-Site operations.
    iii. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

f. Clarifications and Interpretations: Receive from CM/GC submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Consultant team's Project Manager regarding such RFIs. Report to Consultant team's Project Manager when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a CM/GC RFI or otherwise. Transmit Consultant's clarifications, interpretations, and decisions to CM/GC.

g. Shop Drawings and Samples:
   i. Record date of receipt of Samples and CM/GC-approved Shop Drawings.
   ii. Receive Samples that are furnished at the Site by CM/GC and notify Consultant team of availability of Samples for examination.
   iii. Advise Consultant team and CM/GC of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from CM/GC or has not been approved by CM/GC or Consultant.

h. Proposed Modifications: Consider and evaluate CM/GC's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Consultant team's Project Manager. Transmit Consultant's response (if any) to such suggestions to CM/GC.

i. Review of Work; Defective Work:
   i. Coordinate with Consultant team whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
   ii. Coordinate with Consultant team for any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Consultant team for addressing such Work.; and
   iii. Advise Consultant team of that part of the Work that RPR believes should be uncovered for observation, or require special testing, inspection, or approval.

j. Inspections, Tests, and System Start-Ups:
   i. Consult with Consultant team in advance of scheduled inspections, tests, and systems start-ups.
   ii. Check that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that CM/GC maintains adequate records thereof.
   iii. Observe, record, and report to Consultant team's Project Manager appropriate details relative to the test procedures and systems start-ups.
   iv. Observe whether CM/GC has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
   v. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Consultant team's Project Manager.

k. Records:
   i. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field

Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Consultant's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

ii. Prepare a daily report or keep a diary or log book, recording CM/GC's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant team's Project Manager.

iii. Upon request from Owner to Consultant, photograph or video Work in progress or Site conditions.

iv. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all CM/GCs, Subcontractors, and major Suppliers of materials and equipment.

v. Maintain records for use in preparing Project documentation.

vi. Upon completion of the Work, furnish original set of all RPR Project documentation to Consultant team's Project Manager.

l. Reports:

i. Furnish to Consultant team's Project Manager periodic reports as required of progress of the Work and of CM/GC's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

ii. Draft and recommend to Consultant team's Project Manager proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from CM/GC.

iii. Furnish to Consultant team's Project Manager and Owner copies of all inspection, test, and system start-up reports.

iv. Immediately inform Consultant team's Project Manager of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

m. *Payment Requests:* Review applications for payment with CM/GC for compliance with the established procedure for their submission and forward with recommendations to Consultant team's Project Manager, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

n. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by CM/GC are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Consultant team's Project Manager for review and forwarding to Owner prior to payment for that part of the Work.

o. *Completion*:
   i. Participate in Consultant team's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
   ii. Participate in Consultant team's visit to the Site in the company of Owner and CM/GC, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by CM/GC.
   iii. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Consultant team's Project Manager concerning acceptance and issuance of the Notice of Acceptability of the Work.

400.16.5 Resident Project Representative shall not:

a. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
b. Exceed limitations of Consultant's authority as set forth in this Agreement.
c. Undertake any of the responsibilities of CM/GC, Subcontractors, or Suppliers, or any Constructor.
d. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by CM/GC or any other Constructor.
e. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or CM/GC.
f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant team's Project Manager.
g. Accept Shop Drawing or Sample submittals from anyone other than CM/GC.
h. Authorize Owner to occupy the Project in whole or in part.

Assumptions:

- Budget assumes a two (2)-month construction duration for the Kane's Marina project with two 4-hour days of observation per week .
- Budget assumes a one (1)-week duration for the ODOT Guardrail Replacement project.
- Assumes one (1)-hour weekly construction meeting for the Kane's Marina project.
- Assumes one (1)-hour pre-construction meeting for the ODOT Guardrail Replacement project.
- Budget assumes a total of twelve (12) submittals/resubmittals reviews for the Kane's Marina.
- Budget assumes a total of six (6) submittals/resubmittals reviews for the ODOT Guardrail Replacement projects.
- Budget assumes a total of two (2) change orders and two (2) field orders for the Kane's Marina and ODOT Guardrail Replacement projects.

Task 400.17 – WPCF PERMIT FEES

Consultant Responsibilities:

401.6.1. DEQ Water Pollution Control Facility (WPCF) permit submittal fee for one (1) property in Detroit (*200 Detroit Ave, Detroit*).

401 - KANE'S MARINA SEPTIC SYSTEM

Task 401.1 – Project Management

Consultant Responsibilities:

401.1.1. General Project Management. Provide task-level project administration services including task oversight, project accounting, monthly progress reports, scheduling, and internal task administration.

401.1.2. Regulatory Coordination. Meet with County and DEQ staff to discuss WPCF and County permit options. The objective of this outreach will be to have a selected permitting process (WPCF or County).

401.1.3. Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to review/establish Owner design team, review the overall project schedule including major milestones and meetings, review objectives of the design, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval.

401.1.4. Presentation to County Commissioners. The Consultant will present a project update to the County Commissioners at the conclusion of Task 405, Preliminary Design. Consultant will prepare presentation materials and/or handouts. The one presentation will summarize the system layout, opinion of probable cost, permitting, schedule, and next steps.

401.1.5. Request for Information. Prepare initial request for information for data to be used in the design process.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed.
- Provide requested information within two weeks of request.

Assumptions:

- Project management budget assumes a project schedule of up to 4 months.
- Unless otherwise noted, meetings/workshops may include a combination of in person or virtual attendees. This assumption applies to this task as well as subsequent tasks.
- Funding support is not included in this scope of work, including but not limited to American Iron and Steel (AIS) or Build America, Buy America (BABA) tracking, certification, or reporting. These services can be provided as additional services.

Deliverables:

- Kickoff meeting agenda and minutes.
- Request for Information.
- Presentation materials and/or handouts.

Task 401.2 – Preliminary Engineering Report (PER)

Subtask 401.2.1 – Preliminary Engineering Report (PER)

Consultant Responsibilities:

401.2.1.1 Study Phase Services.

a. Site Visit. Consultant will coordinate with Owner's staff to perform a site visit and document existing site conditions. Evaluation will include documentation of status

and condition of existing septic facilities and electrical equipment. This scope does not include inspection of interior spaces or existing facilities.

b. Basin Study. Consultant will review the plan and profile for the gravity sewer system developed through the North Santiam Sewer Authority Master Plan. Consultant will approximate alignment and invert elevation requirements for the future lift station wetwell. Consultant will estimate the operating volume required for the future pump station.

c. Operation and Maintenance Assessment. Consultant will review available data provided by Owner to summarize historic usage, operation strategies, and maintenance considerations. It is anticipated the evaluation will include holding tank storage requirements, hydrogen sulfide and odor control, standby power, instrumentation and controls (alarming), future pump station compatibility, redundancy provisions, emergency response, and preventative maintenance activities.

401.2.1.2 Design Criteria. Document design criteria established from the study phase services that will serve as basis for design. The design criteria will include, emergency storage calculations, anticipated flow conditions for the marina, future basin flow conditions, holding tank (wetwell) storage requirements, odor control strategy, power requirements, alarms.

401.2.1.3 Topographic Surveying. Provide oversight of the services to complete topographic and boundary surveying services for Kane's Marina.

401.2.1.4 Geotechnical Investigation. Provide oversight of the services to complete geotechnical engineering design services for Kane's Marina.

401.2.1.5 Site Layout. Develop 30% concept design showing site civil layout and holding tank(s) orientation on the marina site. Concept to include general grading concepts and reflect considerations for holding tank dimensions, future building and valve vault footprint, generator location, stormwater disposal, yard piping, and access for future maintenance/pump removal. The future footprint assumes that a small electrical building will be required to house the future electrical/controls, including a variable frequency drive (VFD) for the future lift station. Consultant has assumed that the generator will be outdoors with sound attenuation. The pipe network will be limited to 5-feet outside any building footprint.

401.2.1.6 Odor Control Type. Evaluate up to three design alternatives for odor control with the Owner. For each alternative, evaluation to include operations and maintenance considerations, benefits, drawbacks, costs, and consideration of non-cost factors (i.e., future expansion for the lift station). Potential odor control types include chlorine dosing equipment, passive carbon filtration, mixing, chemical, and air-scrubber.

401.2.1.7 Electrical and Controls. Coordinate with Owner to identify SCADA communication preferences. Coordinate with power utility to identify power constraints. Prepare one-line diagram for power and a narrative describing the communication strategy and objectives including a piping and instrumentation diagram (P&ID).

401.2.1.8 Cost Estimate. Provide an AAEC Class 4 opinion of probable cost for the project.

401.2.1.9 Workshop Meeting. Meet with Owner to review concepts and alternatives and select preferred alternative for design.

401.2.1.10 Prepare PER. Prepare draft Preliminary Engineering Report (PER) following the *Oregon DEQ guidelines*. In addition to the minimum regulatory requirements, PER will include concept drawings showing conceptual pipe network layout, one-line diagram, and anticipated permit requirements. Submit to Owner for review.

401.2.1.11 Final PER. Incorporate Owner input and submit to DEQ for review. Address agency comments into final PER.

Owner Responsibilities:

- Provide input on holding tank, piping design criteria, and preferred alternatives.
- Obtain or provide information for land parcel for the holding tank site, easements, and rights-of-way.
- Provide overall site plan with enough detail to layout the pipe network.
- Provide all necessary documentation or title information for boundary survey services.
- Secure permission for access for surveying and geotechnical investigations on the two subject properties.
- Provide concurrence on the location of the geotechnical investigation; assist in pre-marking locations for test pits / boring.
- Review and provide one set of consolidated comments on the Draft PER, concept plans, and opinion of probable cost.

Assumptions:

- Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.
- Power is readily available and located adjacent to the site.
- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Pavement sections, curbing and other site design is not included in this scope.
- Other assumptions documented for surveying and geotechnical services.

Deliverables:

- Agenda and minutes for Workshop Meeting.
- Draft and Final PER (1 paper copy and 1 PDF)

Subtask 401.2.2 – Topographic Survey

Consultant Responsibilities:

401.2.2.1 Consultant shall perform a topographic recovery survey of the Kane's Marina property to serve as a basis for design. Survey shall be based on an official benchmark acceptable to the City of Detroit and shall be based on the NAVD 1988 vertical datum. Horizontal datum shall be in state plane coordinates, Oregon North, 3601. Survey shall include the following:

a. Locate existing monumentation to compete a boundary resolution of subject area
b. Full topographic surface data and underground utilities to the edge of the project boundaries as defined in the attached PDF.
c. Obtain spot elevations at a maximum 50 foot on center spacing, including along roadway centerlines, top of curb, flowline of curb, lip of gutter, etc., to the nearest 0.01 foot
d. Additional spot elevations needed to adequately identify grade breaks and other topographic features.
e. Order One-Call utility locates for any underground utilities within subject area and adjacent public right of way
f. Locate surface features over subject area, including but not limited to: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas

g. Locate ground and above ground utilities, including: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants
h. Locate trees 8" DBH and greater noting coniferous or deciduous
i. Map existing easements which may affect subject.
j. Provide triangulated irregular network (TIN) to be used as a Civil 3D surface via an XML file.

401.2.2.2 Survey will show utility poles, power lines, and telecommunications, etc. including any identification information. For existing storm drains, culverts, and sanitary sewers, Consultant shall:

a. Show rim or grate elevations and inverts for all manholes and drainage structures, with structure size (inside dimensions)
b. Show pipe diameters, pipe material, and direction of pipe.
c. Show manhole symbols at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
d. Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.
e. Show utility lines as continuous; do not terminate shortly after a structure, extend to nearest upstream or downstream structure.

401.2.2.3 Prepare a Legal Description and Visual Exhibit Map for the holding tank (future wet well).

Deliverables:

- Basemap in AutoCAD 3D format.
- Legal Description and Visual Exhibit Map

Subtask 401.2.3 – Geotechnical Investigation

(Consultant may retain a subconsultant to perform this task, however, Consultant's retention of a subconsultant for performance of task does not relieve consultant of responsibility to perform this task.)

The purpose of this subtask is to evaluate soil and groundwater conditions as a basis for developing geotechnical engineering design criteria for the Kane's Marina project.

Consultant Responsibilities:

401.2.3.1. Review information regarding subsurface soil and groundwater in the vicinity of the site, including filed reports, selected geologic maps, and other geotechnical engineering-related information.

401.2.3.2. Coordinate and manage the field investigation, including public utility notification and scheduling. Utility locates will be ordered by Consultant.

401.2.3.3. Explore subsurface soil and groundwater conditions at the project site by drilling one (1) drilled boring exploration to a depth between 20 and 25 feet bgs on the south side of the site near proposed holding tank/wetwell location, and four (4) to six (6) boring explorations 5 to 10 feet bgs along the proposed forcemain alignment.

401.2.3.4. Explorations will be advanced to the depths noted or to practical refusal in dense gravels or competent rock, if encountered, whichever is shallower. The borings will be backfilled as required by state law and surface disturbance minimized to the extent practical. Cuttings will be left on site.

401.2.3.5. Obtain samples at representative intervals from the explorations, observe groundwater conditions and maintain detailed logs in general accordance with ASTM Standard Practices Test Method D 2488. Field exploration work shall be observed and documented by qualified geotechnical engineering staff.

401.2.3.6. Perform laboratory tests on selected soil samples obtained from the explorations to evaluate pertinent engineering characteristics. Specific laboratory tests will depend on soil conditions encountered, but may include moisture/density tests, Atterberg limit tests and percent fines tests.

401.2.3.7. Provide a geotechnical evaluation of the site and provide design recommendations in a geotechnical report that will address the following geotechnical components:

a. A general description of site topography, geology and subsurface conditions.
b. Report subsurface conditions and data along the proposed forcemain/collection lines alignment.
c. An opinion as to the adequacy of the proposed development of the holding tank/wetwell from a geotechnical engineering standpoint.
d. Recommendations for preparation measures at the proposed holding tank/wetwell/lift station site, including disposition of undocumented fill and unsuitable native soils, recommendations for temporary cut slopes and constraints for wet weather construction.
e. Recommendations for temporary excavation and temporary excavation protection, such as excavation sheeting and bracing.
f. Recommendations for earthworks, including use of on-site and imported structural fill and fill placement and compaction requirements.
g. Recommendations for foundations to support proposed at-grade and below-grade structures, including minimum width and embedment, design soil bearing pressures, settlement estimates (total and differential), coefficient of friction and passive earth pressures for sliding resistance. Consultant assumes that proposed structures will be lightly loaded and that shallow foundations can be used to adequately support the structures.
h. Recommendations for supporting on-grade slabs, including base rock, capillary break and modulus of subgrade reaction, as appropriate.
i. Seismic design parameters in accordance with the current version of the Oregon Structural Specialty Code. Consultant will also perform a simplified liquefaction settlement analysis.

401.2.3.8. All work under this subtask will be directly supervised by an engineer licensed in the state of Oregon. Engineer will apply their professional seal to the document.

Assumptions:

- Owner will obtain right-of-entry or access to the exploration locations.

- A rubber-tired drill rig can adequately access the site.
- Explorations will be extended to the depths described above or to refusal in dense material. Contingency costs for specialized drilling into dense material if dense gravel or rock are encountered, are not included in this scope of work or fee.
- Excess drill cuttings can be scattered on site.
- Installation of monitoring wells to measure static water groundwater is excluded.
- Contaminated soils will not be encountered during exploration and sampling. If contaminated or suspected contamination is encountered (based on field screening), Consultant-will stop drilling operations, notify Owner and discuss how to proceed.
- If public locators are not allowed to enter or cannot enter the project area to clear specific exploration locations, Consultant may provide the services of a private locate company to access the site, if requested, for an additional fee of $630.

Deliverables:

- Draft and Final Geotechnical Report.

Task 401.3 – Final Design

Consultant Responsibilities:

401.3.1. Plan Sheets. Prepare general, survey, site civil, structural, plumbing, HVAC, mechanical, electrical, and instrumentation and control plan sheets for the site, holding tank, and yard piping. Instrumentation and control final design is anticipated to be a performance spec for a holding tank and odor control monitoring system. Thus, the plan sheets will only include a piping and instrumentation diagram (P&ID). Coordinate location of pumps, piping layout, spacing, electrical equipment, generator, pump removal equipment, building access, overhead door, HVAC equipment, plumbing drains, and other appurtenances for ultimate lift station layout with the Owner. Prepare 90% review sets. Coordinate with stormwater design; amend design to address property owner's build-out plan.

401.3.2. Specifications. Consultant will support the Owner in CM/GC selection with services described in Task 5 of this scope of work. Consultant will prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and the products that are to be used in the construction of the lift station. Complete draft technical specifications for the 90% review set.

401.3.3. 90% Design and Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting.

401.3.4. Agency Submittal. Agency design checklists will be completed and submitted along with the final plans and specifications to Agency for review.

401.3.5. Final Approval. Upon Owner and Oregon DEQ review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.

401.3.6. Opinion of Probable Costs. Selected CM/GC will provide cost estimating after Task 404. Consultant will review and provide feedback.

Owner Responsibilities:

- Review and provide one set of consolidated comments on the 90% design deliverables.
- Provide legal and risk reviews of the bid documents.
- Pay for any associated permitting fees not assigned to the Contractor.

Assumptions:

- Consultant will prepare the building permit application at 90% design and submit to the Marion County Building Inspection office. Final permits will be obtained by Owner. Owner shall pay all permit fees not assigned to the construction contractor.
- Consultant will prepare and submit the DEQ permit application at 90% design and assist Owner with DEQ consultation.
- Project will not include irrigation or landscaping of the site. Services of a licensed landscape architect is excluded.
- Extensive architectural feature and architectural rendering are not included in the holding tank design.
- Contractor will be required to prepare and implement an erosion and sediment control plan (ESCP), prepare traffic control plans, and secure associated permits.
- Shoring (if required) will be designed by the Contractor.
- Additional professional time for correspondence and meetings, due to an Owner initiated change in the project design, and/or project support above and beyond that described herein is considered an additional service requiring a contract amendment and equitable adjustment of the contract amount.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- The following design standards and references are to be followed where relevant during the development of the project:
    - Marion County Standard Specifications and Drawings
    - Oregon Standard Specifications for Construction
    - Owner to provide front end contracting and bidding documents (Div 00)
    - AIS and BABA requirements
- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.

Deliverables:

- Up to two (2) sets of 90% design drawings and specifications to address Owner-requested revisions, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17") for each version.
- 100% stamped design package, including one PDF submittal (prepared in 22"x34" reviewed in 11"x17").
- Opinion of Probable Cost.

Task 401.4 – Pre-Procurement Support

Consultant Responsibilities:

This task includes consultant services to support the Owner in direct purchase of equipment for the Project using available funds. The objective of the direct purchase of equipment or materials is to account for potential long lead times and still have the equipment or materials on hand when the contractor is ready to move forward with construction. Consultant will provide specifications for the equipment/material to be directly purchased which may be out of sequence or earlier than the final design task.

Owner Responsibilities:

- Owner staff will lead the solicitation effort to either solicit informal bids or select suppliers from pre-approved supplier lists. Owner will receive and store materials prior to the Contractor taking on the equipment/material for installation.

Assumptions:

- Consultant is not responsible if material/equipment must be returned or designated as surplus due to the expedited delivery process for this project.
- Budget assumes up to 40 hours for support services to be provided as requested.

Deliverables:

- Procurement Specifications.

Task 401.5 – Removed

Task 401.6 – WPCF PERMITTING

Consultant Responsibilities:

401.6.1. Prepare draft permit application for a holding tank permit for DEQ review.
401.6.2. Meet with DEQ to discuss the permit applications. For the purpose of this scope, up to two (2) meetings are assumed.
401.6.3. Address DEQ comments in permit application.

Owner Responsibilities:

- Provide input on draft permit application.
- ~~If necessary, pay fee to DEQ for draft permit application.~~
- Review and comment on draft documents.

Assumptions:

- No field work, environmental studies, cultural resource investigations, or biological assessments are included in this task.
- This scope does not include any additional field gathering or special studies that may be required by the DEQ.
- No other permits will be required. If required, support for these permits can be provided as additional services.

Task 401.7 – Removed

Task 401.8 – WPCF PERMIT FEES

Consultant Responsibilities:

401.8.1 DEQ Water Pollution Control Facility (WPCF) permit submittal fee for one (1) property in Detroit (Kane's Marina).

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT B - CONSULTANT COMPENSATION

B.1 BASIS OF COMPENSATION

B.1.01 Owner shall compensate Consultant for the performance of Services set forth in Exhibit A, as follows:

Consultant shall perform the Services for: a maximum, not-to-exceed price of $**16, 719,571** ~~**$14,103,367**~~

Although individual task budgets may be exceeded, the total authorized budget amount shall not be exceeded without written authorization from Owner. For time and materials tasks, compensation will be according to Keller Associates' standard billing rates updated annually in January.

PHASE 1 – GENERAL ENGINEERING SERVICES	Cost	Type
100 – PROJECT MANAGEMENT		
Task 100.1 – Project Management	$ 660,923 ~~$ 575,451~~	T&M
Task 100.2 – County Board of Commissioners Support Services	$ 15,840	LS
101 – STRATEGIC PERMITTING PLAN		
Task 101.1 – Project Management and Administration	$ 30,125 ~~$ 4,825~~	LS
Task 101.2 – Data Review, Preliminary Agency Coordination, and Data Gaps Identification	$ 19,090	LS
Task 101.3 – Strategic Permitting Plan	$ 9,540	LS
Task 101.4 – Environmental Assessments		
Subtask 101.4.1 – Mill City and Gates MWTF– Environmental Assessment and HUD Environmental Record Review	$ 56,373	LS
Subtask 101.4.2 – Mill City and Gates MWTF - Endangered Species Act Consultation and Biological Evaluation	$ 12,963 ~~$ 19,955~~	LS
Subtask 101.4.3 –Force Main and Gates Collection System – Environmental Assessment and HUD Environmental Record Review	$ 40,934	LS
Subtask 101.4.4 – Force Main and Gates Collection System - Endangered Species Act Consultation and Biological Evaluation	$ 16,304 ~~$ 9,312~~	LS

Task 101.5 – Environmental Project Coordination and Oversight	$ 87,699 ~~$ 53,698~~	T&M
Task 101.6 – Archaeological Monitoring		
Subtask 101.6.1 – Project Management and Tribal Coordination	$ 3,554	T&M
Subtask 101.6.2 – Monitoring and Inadvertent Discovery Plan	$ 6,745	T&M
Subtask 101.6.3 – Archaeological Monitoring	$ 22,897	T&M
Subtask 101.6.4 – Archaeological Monitoring Technical Memorandum	$ 8,623	T&M

102 – SUBSURFACE EXPLORATION		
Task 102.1 – Project Management and Administration	$ 116,025	T&M
Task 102.2 – Subsurface Investigation Program	$ 74,200	T&M
Subtask 102.2.1 – Gates / Mill City Subsurface Investigation	$ 541,067 ~~$ 591,871~~	T&M
Subtask 102.2.2 – Detroit / Idanha Subsurface Investigation	$ 390,468	T&M
Subtask 102.2.3 – Detroit / Idanha Well Decommissioning	$ 36,977	LS
Subtask 102.2.4 – Detroit / Idanha Well Decommissioning Fees and Direct Expenses	$ 25,053	T&M
Subtask 102.2.5 – Mill City Site GM1 Well Decommissioning	$ 15,472	LS
Subtask 102.2.6 – Mill City Site GM1 Well Decommissioning Fees and Direct Expenses	$ 10,973	T&M
Task 102.3 – Groundwater Modeling Evaluation		
Subtask 102.3.1 – Mill City / Gates Permitting Evaluation	$ 63,600	T&M
Subtask 102.3.2 – ~~Detroit / Idanha Permitting Evaluation~~ [REMOVED]	$ 0 ~~$ 40,640~~	~~T&M~~
Task 102.4 – McCoy Site Permitting (USFS) and Private Property Owner Coordination (Upper Deck)	$ 18,700	T&M
Task 102.5 – Infiltration Basin Pilot Test		
Subtask 102.5.1 – Meetings, Work Plan, and Pre-Field Work Preparation	$ 28,734	LS
Subtask 102.5.2 – Monitoring Well Drilling and Construction Oversight	$ 34,370	LS
Subtask 102.5.3 – Test Pit Excavation and Infiltration Testing	$ 18,340	LS

Subtask 102.5.4 – Test Infiltration Basin Construction	$ 24,067	LS
Subtask 102.5.5 – 28-Day Infiltration Basin Pilot Test	$ 50,150	LS
Subtask 102.5.6 – Analysis and Reporting	$ 38,742	LS
Subtask 102.5.7 – Tracer Test Planning	$ 24,838	LS
Subtask 102.5.8 – Mill City and Gates MWTF – Monitoring Well Construction ~~Tracer Study (Contingency)~~	$ 137,462 ~~$ 77,220~~	LS
Subtask 102.5.9 – Mill City and Gates MWTF – Monitoring Well Construction ~~Tracer Study~~ Fees and Direct Expenses	$ 109,924 ~~$ 119,362~~	T&M
Subtask 102.5.10 – Mill City and Gates MWTF – Groundwater Management Plan	$ 27,830	LS
Task 102.6 – Response to DEQ Modeling Report Comments		
Subtask 102.6.1 – Project Management	$ 72,215	LS
Subtask 102.6.2 – Additional Nitrate, DEHP, and Toluene Modeling	$ 117,337	LS
Subtask 102.6.3 – Beneficial Groundwater Use Elevation	$ 33,880	LS
Subtask 102.6.4 – Seasonal Water Level and Nitrate Data	$ 44,603	LS
Subtask 102.6.5 – Modeling of BOD, pH, TSS, and TDS	$ 157,292	LS
Subtask 102.6.6 – Propose Well Locations and Functional Equivalent Form	$ 7,524	LS
Subtask 102.6.7 – Respond to DEQ Comments	$ 38,060	T&M
Task 102.7 – Additional Services		
Subtask 102.7.1 - PFAS Sampling	$ 29,123	LS
Subtask 102.7.2 – PFAS Sampling Fees and Direct Expenses	$ 5,548	T&M
Subtask 102.7.3 - Respond to City of Salem Comments	$ 14,333	LS
Subtask 102.7.4 - Seep Sampling	$ 13,525	LS
Subtask 102.7.5 – Seep Sampling Fees and Direct Expenses	$ 3,069	T&M
103 – LAND ACQUISITION AND RELOCATION SERVICES		
Task 103.1 – Project Management and Administration	$ 12,140	T&M
Task 103.2 – Mill City and Gates Land Acquisition and Relocation Services	$ 435,974 ~~$ 235,834~~	T&M
Task 103.3 - Removed		
104 – FINANCIAL ADVISORY SERVICES		

Task 104.1 – Project Management and Administration	$ 23,430	T&M
Task 104.2 – Financial Advisory Services	$ 137,500	T&M
105 – PUBLIC RELATIONS		
Task 105.1 – Project Management and Administration	$ 21,015	T&M
Task 105.2 – Communications and Engagement Planning and Implementation	$ 104,755 ~~$ 183,684~~	T&M
Task 105.3 – Land Use and Planning	$ 11,138	T&M
106 – INDEPENDENT COST ESTIMATING		
Task 106.1 – Project Management and Administration	$ 13,468	T&M
Task 106.2 – Independent Cost Estimating	$ 145,431	T&M
Subtotal	**$ 4,219,962** **~~$ 3,966,788~~**	

T&M: Time and Materials, LS: Lump Sum

PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM	Cost	Type
Task 200.1 – Project Management	$ 12,600	LS
Task 200.2 – Data Acquisition & Facility Tour	$ 6,110	LS
Task 200.3 – Project Planning	$ 26,725	LS
Task 200.4 – Existing Facilities Evaluation	$ 68,680	LS
Task 200.5 – Need for system improvements	$ 3,650	LS
Task 200.6 – Collection System Alternatives Considered & Selection	$ 53,615	LS
Task 200.7 – Treatment System Alternatives Considered & Selection	$ 59,365	LS
Task 200.8 – Proposed Projects (Recommended Alternatives)	$ 70,780	LS
Task 200.9 – Facilities Plan Documentation & Public Meeting	$ 25,830	LS
Task 200.10 –Management Reserve	$ 10,000	T&M
201 – MILL CITY/GATES FACILITIES SITE EVALUATION		
Task 201.1 – Project Management	$ 90,297	LS
Task 201.2 – Force Main Alignment Topographic Survey	$ 120,423 ~~$ 91,207~~	LS
Task 201.3 – Force Main Alignment Geotechnical Investigation	$ 105,909	LS
Task 201.4 – Mill City and Gates MWTF Environmental Due Diligence		
Subtask 201.4.1 – Project Management	$ 9,820	T&M
Subtask 201.4.2 – Wetlands and Waters Delineation	$ 72,588	T&M
Subtask 201.4.3 – Cultural Resources Investigation	$ 53,634	T&M
Subtask 201.4.4 – Phase I Environmental Site Assessments	$ 534	T&M
Task 201.5 – Mill City and Gates MWTF Topographic Survey	$ 34,232	LS
Task 201.6 – Mill City and Gates MWTF Geotechnical Investigation	$ 29,371	LS
Task 201.7 – Gates Collection System Survey		
Subtask 201.7.1 – Gates Collection System Survey	$ 276,821 ~~$ 257,994~~	LS
Subtask 201.7.2 – Gates Collection System Easements	$ 61,600	T&M
Subtask 201.7.3 – Private Utility Locating Services	$ 3,960	T&M
Task 201.8 – Gates Collection System Geotechnical Investigation	$ 180,864 ~~$ 151,247~~	LS
Task 201.9 – Gates Collection System Environmental Due Diligence		
Subtask 201.9.1 – Project Management	$ 7,955	T&M

Subtask 201.9.2 – Environmental Due Diligence	$ 75,936	T&M
~~**Subtask 201.9.2** – Wetlands and Waters Delineation~~ [REMOVED]	~~$ 31,735~~	~~T&M~~
~~**Subtask 201.9.3** – Cultural Resources Investigation~~ [REMOVED]	~~$ 32,519~~	~~T&M~~
~~**Subtask 201.9.4** – Phase I Environmental Site Assessments~~ [REMOVED]	~~$ 11,682~~	~~T&M~~
Task ~~Subtask~~ 201.10 – Force Main Alignment Environmental Due Diligence		
Subtask 201.10.1 – Project Management	$ 6,123	T&M
Subtask 201.10.2 – Environmental Due Diligence	$ 50,935	T&M
~~**Subtask 201.10.2** – Wetlands and Waters Delineation~~ [REMOVED]	~~$ 16,059~~	~~T&M~~
~~**Subtask 201.10.3** – Cultural Resources Investigation~~ [REMOVED]	~~$ 19,147~~	~~T&M~~
~~**Subtask 201.10.4** – Phase I Environmental Site Assessments~~ [REMOVED]	~~$ 15,729~~	~~T&M~~
Task 201.11 – Mill City Collection System Cleaning and Inspection		
Subtask 201.11.1 – CCTV Cleaning and Inspection	$ 80,421	T&M
Subtask 201.11.2 – Review and Identification of Spot Repairs	$ 14,944	LS
~~**Task 202** – Mill City and Gates MWTF Engineering~~		
202 – MILL CITY AND GATES MWTF ENGINEERING		
Task ~~Subtask~~ 202.1 – Project Management	$ 252,324	LS
Task ~~Subtask~~ 202.2 – Preliminary Engineering Report (PER)	$ 305,729	LS
Task ~~Subtask~~ 202.3 – Permitting Assistance	$ 62,492	LS
Task ~~Subtask~~ 202.4 – GMP Documents (30% Design)	$ 1,540,652	LS
Task ~~Subtask~~ 202.5 – Final Design	$ 1,738,662 ~~$ 1,519,302~~	LS
Task ~~Subtask~~ 202.6 – Services During Bidding	$ 71,570	LS
Task ~~Subtask~~ 202.7 – Construction Services	$ 2,147,103 ~~$ 1,986,125~~	LS
Task ~~Subtask~~ 202.8 – Site Visit Fees and Direct Expenses	$ 52,678 ~~$ 37,385~~	T&M
Task ~~Subtask~~ 202.9 – Resident Project Representative	$ 429,111 ~~$ 387,677~~	T&M
Task ~~Subtask~~ 202.10 – Special Inspections	$ 194,365	T&M

Task ~~Subtask~~ 202.11 – Geotechnical Construction Observation Services	$ 133,118 ~~$ 54,189~~	T&M
Task ~~Subtask~~ 202.12 – Post-Construction Phase	$ 234,060 ~~$ 212,220~~	LS
Task ~~Subtask~~ 202.13 – Mill City and Gates MWTF SCADA and Integration	$ 492,556	T&M
Task ~~Subtask~~ 202.14 – Mill City and Gates MWTF Power System Studies	$ 61,512	T&M
~~**Task 203** – Gates Collection System/Force Main Preliminary Engineering~~		
203 – GATES COLLECTION SYSTEM AND FORCE MAIN ENGINEERING		
Task ~~Subtask~~ 203.1 – Project Management	$ 260,775 ~~$ 88,295~~	LS
Task ~~Subtask~~ 203.2 – Preliminary Engineering Report (PER)	$ 200,558	LS
Task ~~Subtask~~ 203.3 – Preliminary Design ~~GMP Documents~~ (30% Design)	$ 685,739	LS
Task 203.4 – Final Design		
Subtask 203.4.1 – 60% Design	$ 571,710	LS
Subtask 203.4.2 – 90% Design	$ 501,680	LS
Subtask 203.4.3 – 100% Design	$ 322,160	LS
Task 203.5 – Services During Bidding	$ 18,500	T&M
Subtotal	**$ 11,890,776** **~~$ 9,684,792~~**	

T&M: Time and Materials, LS: Lump Sum

PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS	Cost	Type
400 – COMMERCIAL SEPTIC SYSTEM PLANNING		
Task 400.1 – Project Management	$ 27,436	LS
Task 400.2 – Data Acquisition & Properties Tour	$ 17,770	LS
Task 400.3 – Stakeholder Involvement / Engagement	$ 12,200	LS
Task 400.4 – Commercial Septic System Concept	$ 16,680	LS
Task 400.5 – Commercial Septic System Design	$ 85,780	LS
Task 400.6 – ODOT ROW Commercial Properties Topographic Survey	$ 10,560	LS
Task 400.7 – Detroit Environmental Due Diligence (ODOT ROW Easements)	$ 34,032	LS
Task 400.8 – Detroit Commercial Septic Excavation Contractor	$ 80,278	T&M
Task 400.9 – Detroit Commercial Properties Boundary Survey	$ 31,800	T&M
Task 400.10 – Detroit Commercial Septic Groundwater Study	$ 13,673	LS
Task 400.11 – ODOT Guardrail Replacement	$ 22,960	LS
Task 400.12 – Detroit Holding Tank Feasibility Study	$ 33,840	LS
Task 400.13 – ODOT ROW Narrative Appraisal Report	$ 6,248	T&M
Task 400.14 – Construction Services	$ 42,980	LS
Task 400.15 – Site Visit Fees and Direct Expenses	$ 1,038	T&M
Task 400.16 – Resident Project Representative	$ 15,956	T&M
Task 400.17 – WPCF Permit Fees	$ 9,088	T&M
401 – KANE'S MARINA SEPTIC SYSTEM		
Task 401.1 – Project Management	$ 15,661	LS
Task 401.2 – Preliminary Engineering Report (PER)	$ 28,630	LS
Subtask 401.2.2 – Topographic Survey	$ 18,087	LS
Subtask 401.2.3 – Geotechnical Investigation	$ 17,060	LS
Task 401.3 – Final Design	$ 45,170 ~~$ 28,270~~	LS
Task 401.4 – Pre-Procurement Support	$ 8,000	T&M
Task 401.5 – Removed		
Task 401.6 – WPCF Permitting	$ 5,860	LS
Task 401.7 – Removed		
Task 401.8 – WPCF Permit Fees	$ 8,046	T&M

Subtotal	**$ 608,833** ~~**$ 451,777**~~

T&M: Time and Materials, LS: Lump Sum

TOTAL	**$ 16,719,571** ~~**$ 14,103,357**~~

B.1.01 Payments for Services and Reimbursable Expenses shall be made monthly, following Owner's review and approval of detailed invoices submitted by Consultant and acceptance of the Services or approval of Reimbursable Expenses by Owner. Owner shall make payments only after Owner's receipt and approval of (i) Consultant's detailed monthly invoice as described in Section B.1.05, and (ii) all reports, designs, certificates, and documents covered by the invoice. Payments are subject to the provisions of ORS 293.462.

B.1.02 Reimbursable Expenses, as described in Section B.2, are defined as the direct costs expended by Consultant, Consultant's employees and Subconsultants for performance of Services rendered to complete the Project. The estimated dollar amounts for each of the identified Reimbursable Expense items are as follows:

1	Travel Related Expenses	
2	General Reimbursable Expenses	
	Total	

It is understood that the actual total amount payable for each individual Reimbursable Expense item may be more or less than the estimate above, however, the total amount of all Reimbursable Expenses shall not exceed the maximum amount stated in Section B.1.01 for Reimbursable Expenses without a Contract amendment. Payments for Reimbursable Expenses shall be identified and tracked on monthly invoices according to the expense items listed above.

B.1.03 Consultant shall not submit invoices for, and Owner will not pay, any amount in excess of the maximum, not to exceed amount payable under this Contract set forth in Section B.1.01. If this amount is increased by Contract amendment, the amendment must be effective before Consultant performs Services subject to the amendment. Consultant shall notify Owner's Representative identified in this Contract in writing of the expiration of the Contract, thirty (30) days prior to such expiration. No payment will be made for any Services performed prior to the Effective Date or after the expiration date of the Contract.

B.1.04 Consultant shall submit monthly invoices for Services performed. To be processed for payment by Owner, the invoices shall include the following basic information:

a. The correct name of Owner's authorized representative

b. Invoice date

c. Date range during which the Services being invoiced for were provided

d. The last invoice submitted on the Project must be clearly labeled "Final Invoice"

e. Original Contract total, not to exceed amount broken out by: Basic Services, Supplemental Services released to date by line item, and Reimbursable Expenses separated by two categories of Travel Expenses and General Reimbursables

f. Statement of changes to the original total, not to exceed amount by amendment(s) and broken out in the same way as in item F, showing the revised Contract amounts

g. Paid to date amounts showing the amounts submitted for prior to the current invoice (regardless of payment status) and broken out the same way as in item F

h. Amounts being invoiced for in the current invoice and broken out the same way as in item F, with a roll up of a "Total Amount Billed For This Invoice" line item amount

i. Balances Remaining after receipt of payment for the current invoice broken out the same way as in item F

Consultant shall describe all Services performed with particularity and by whom it was performed and shall itemize and explain all expenses for which reimbursement is claimed. Reimbursable Expenses shall be broken out into to line-item categories, 1) Travel Expenses and 2) General Reimbursable Expenses. Invoices for Basic Services under a specific Phase shall be for completed Basic Services only and shall indicate the percentage of the total Basic Services for that Phase that the amount invoiced represents. Invoice amounts for authorized fixed price Supplemental Services shall indicate the Supplemental Service, its contract reference number, the total amount of the fixed price Supplemental Service, and the total percentage and related dollar amount of the fixed price Supplemental Service completed by the end of the current invoice period, less the total dollar amount previously billed for, with the balance representing the total amount being currently billed for. Invoices for authorized Supplemental Services based on a not to exceed amount shall set forth the number of hours worked by Consultant's personnel on the identified Service, describe the Services performed by each such personnel in detail on a daily basis, and set forth the rate of compensation for each of such personnel as set forth in EXHIBIT F.

Consultant shall send invoices to Owner's Representative identified in this Contract, using the following address:

Marion County Public Works Department
Attn: Brian Nicholas
5155 Silverton Road NE, Building 1
Salem, OR 97305

Consultant shall not indicate or invoice for any past due amounts in the current invoice. All such notifications of a past due amount must be handled by a separate Statement of Account.

Owner shall have the right to reject any invoice which does not have the proper information as required by this section without incurring penalty liabilities for late payment.

B.1.05 Owner and Consultant agree in accordance with the terms and conditions of this Contract that:

a. If the scope of the Project or the Services are changed materially, Consultant shall request in writing an amendment to the Contract before additional Services are provided and before compensation is adjusted. All legally required approvals must be obtained for any Contract amendment before the amendment is effective and before Services may be performed or payment made under the amendment.

b. Consultant's fee for preparing routine change orders adding or deleting Services from the Project shall be included in the maximum not-to-exceed amount for Basic Services stated in Section B.1.03.

c. Upon Owner's request and without additional compensation, Consultant shall make such revisions to completed Contract Documents as are necessary to correct errors or omissions appearing therein, in accordance with the standard of care described in Section 2.1.1 of Consultant's Responsibilities; Representations and Warranties.

B.2 REIMBURSABLE EXPENSES

B.2.01 Reimbursable Expenses are in addition to compensation for Services and shall not exceed the maximum amount stated in Section B.1.05 without prior authorization by Owner. This amount is separated into two categories, Travel Expenses and General Reimbursable Expenses, as outlined below. Reimbursable Expenses include actual, allowable and reasonable expenditures made by Consultant and Consultant's employees in performing the Services required in Exhibit A. Reimbursable Expenses must be evidenced by copies of actual third-party invoices or receipts delivered to Owner to qualify for reimbursement and are limited to the types of actual expenses listed below.

a. General Reimbursable Expenses consist of:

i. Long distance communications.

ii. Reproductions, postage and handling of drawings and specifications and other documents, excluding reproductions of drawings, specifications and other documents used by Consultant and Consultant's subconsultants.

iii. Data processing and photographic production techniques when used in connection with Supplemental Services.

iv. Third-party models and mockups requested by Owner.

v. The printing of master or reproducible sets of plans and project manuals including specifications.

vi. Plan check fees.

b. Travel Expenses:

All travel shall be allowed only when the travel is essential to the normal discharge of Consultant's responsibilities under the Contract. All travel shall be conducted in the most efficient and cost-effective manner resulting in the best value to the Owner. The travel must comply with all the requirements set forth in this section and must be for official Marion County business only. Personal expenses shall not be authorized at any time. All expenses are included in the total maximum Contract amount stated in Section B.1.01.

Current approved rates are as follows:

i. Mileage. Mileage for travel in a private automobile, while Consultant is acting within the course and scope of his/her duties under this Contract and driving over the most direct and usually traveled route, will be reimbursed at a rate of 65.5 cents per mile. To qualify for mileage reimbursement, Consultant must hold a valid, current driver's license for the class of vehicle to be driven and carry personal automobile liability insurance in amounts not less than those required by (i) the Oregon Financial Responsibility Law (ORS 806.060) or (ii) the jurisdiction in which the vehicle is

being operated, whichever is greater. No mileage reimbursement will be paid for the use of motorcycles or mopeds.

ii. Meals. Receipts are required for reimbursement.

Owner will not pay any mark up over actual allowable reimbursement costs. Any costs associated with recordkeeping or labor to create reproductions of receipts is considered indirect overhead and therefore part of Consultant's Professional Hourly Rates.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT E - CRITICAL DATE SCHEDULE
Schedule of Deliverables

PHASE 1 – GENERAL ENGINEERING SERVICES	
100 – PROJECT MANAGEMENT	
Task 100.1 – Monthly Invoices and Progress Reports	Monthly
Task 100.1 – Meeting agendas and minutes	Weekly
Task 100.2 – Final Presentation Materials	8 weeks after NTP
101 – STRATEGIC PERMITTING PLAN	
Task 101.1 – Project Management and Administration	
Task 101.2 – Data Review, Preliminary Agency Coordination, and Data Gaps Identification	
Task 101.3 – Draft Strategic Planning Plan	11 weeks after Amend No. 2 NTP
Task 101.3 – Final Strategic Planning Plan	13 weeks after Amend No. 2 NTP
Task 101.4.1 – Mill City and Gates MWTF - Environmental Assessment and HUD Environmental Record Review	180 days after Amend No. 8 NTP
Task 101.4.2 - Mill City and Gates MWTF - Endangered Species Act Consultation and Biological Evaluation	180 days after Amend No. 8 NTP
Task 101.4.3 - Force Main and Gates Collection System - Environmental Assessment and HUD Environmental Record Review	270 ~~240~~ days after Amend No. 11 ~~8~~ NTP
Task 101.4.4 - Force Main and Gates Collection System - Endangered Species Act Consultation and Biological Evaluation	270 ~~240~~ days after Amend No. 11 ~~8~~ NTP
Task 101.5 – Environmental Project Coordination and Oversight	9 months after Amend No. 11 ~~8~~ NTP
Task 101.6 – Archaeological Monitoring	18 months after Amend No. 9 NTP
102 – SUBSURFACE EXPLORATION	
Task 102.1 – Project Management and Administration	
Task 102.2.1 – Draft Subsurface Investigation Work Plan	
Task 102.2.1 – Final Subsurface Investigation Work Plan	
Task 102.2.1 – Infiltration Testing and Test Pit Excavation Memorandum	
Task 102.2.1 – Draft Subsurface Investigation Memorandum	
Task 102.2.1 – Final Subsurface Investigation Memorandum	
Task 102.2.1 – Groundwater Level Monitoring Memorandum	

Task 102.2.2 – Draft Subsurface Investigation Work Plan	
Task 102.2.2 – Final Subsurface Investigation Work Plan	
Task 102.2.2 – Infiltration Testing and Test Pit Excavation Memorandum	
Task 102.2.2 – Draft Subsurface Investigation Memorandum	
Task 102.2.2 – Final Subsurface Investigation Memorandum	
Task 102.2.2 – Groundwater Level Monitoring Memorandum	
Task 102.2.3 – Detroit / Idanha Well Decommissioning	90 days after Amend No. 8 NTP
Task 102.2.4 – Detroit / Idanha Well Decommissioning Fees and Direct Expenses	90 days after Amend No. 8 NTP
Task 102.2.5 – Mill City Site GM1 Well Decommissioning	90 days after Amend No. 9 NTP
Task 102.2.6 - Mill City Site GM1 Well Decommissioning Fees and Direct Expenses	90 days after Amend No. 9 NTP
Task 102.3.1 – Draft WPCF Evaluation Memorandum	
Task 102.3.1 – Final WPCF Evaluation Memorandum (Owner Comments)	
Task 102.3.1 – Draft WPCF Evaluation Memorandum (DEQ Comments)	
~~**Task 102.3.2** – Draft WPCF Evaluation Memorandum~~ [REMOVED]	
~~**Task 102.3.2** – Final WPCF Evaluation Memorandum (Owner Comments)~~ [REMOVED]	
~~**Task 102.3.2** – Draft WPCF Evaluation Memorandum (DEQ Comments)~~ [REMOVED]	
Task 102.4 – McCoy Site Permitting (USFS) and Private Property Owner Coordination (Upper Deck)	
Task 102.5 – Infiltration Basin Pilot Test	180 days after Amend. No. 6 NTP
Task 102.5.8 – Mill City and Gates MWTF – Monitoring Well Cosntruction ~~Tracer Study (Contingency)~~	6 ~~16~~ months after Amend No. 11 ~~8~~ NTP
Task 102.5.9 – Mill City and Gates MWTF - Monitoring Well Construction ~~Tracer Study~~ Fees and Direct Expenses	6 ~~16~~ months after Amend No. 11 ~~8~~ NTP
Task 102.5.10 – Groundwater Monitoring Plan	6 months after Amend No. 11 NTP
Task 102.6 – Response to DEQ Modeling Report Comments	180 days after Amend. No. 9 NTP
Task 102.7.1 – PFAS Sampling	90 days after Amend. No. 8 NTP
Task 102.7.2 – PFAS Sampling Fees and Direct Expenses	90 days after Amend. No. 8 NTP
Task 102.7.3 – Respond to City of Salem Comments	90 days after Amend. No. 8 NTP
Task 102.7.4 – Seep Sampling	90 days after Amend. No. 8 NTP
Task 102.7.5 – Seep Sampling Fees and Direct Expenses	90 days after Amend. No. 8 NTP

103 – LAND ACQUISITION AND RELOCATION SERVICES	
Task 103.1 – Project Management and Administration	
Task 103.2 – Mill City and Gates Land Acquisition and Relocation Services	2 years after Amend No. 11 NTP
Task 103.2.3 – Draft ROW Programming Estimate	
Task 103.2.4 – General Information Notice (GIN) Delivery	20 days after Amend No. 3 NTP
Task 103.2.5 – 15 Day Notice of Appraisal Inspection	8 weeks after Amend No. 3 NTP ROW Acquisition Phase
Task 103.2.5 – Appraisal Report, Specialty Report, 15 Day Notice of Appraisal Inspection to each property owner.	20 weeks after Amend No. 3 NTP ROW Acquisition Phase
Task 103.2.6 – Draft Offer Packets	
Task 103.2.6 – Final Offer Packets	
Task 103.2.6 – Final Report Packet	
Task 103.2.6 – Proposed Counteroffers, if applicable	
Task 103.2.6 – Recommendation for Condemnation, if applicable	
Task 103.2.6 – Report of Personal Interview	
Task 103.2.7 – Submit studies, Move Agreements, and Estimates	
Task 103.2.7 – Submit Relocation Claims	
Task 103.2.7 – Submit Relocation Closing Reports	
Task 103.2.9 – ROW Certification Form	12 weeks prior to Project Bid Date
Task 103.3 – REMOVED	
104 – FINANCIAL ADVISORY SERVICES	
Task 104.1 – Project Management and Administration	
Task 104.2 – Financial Advisory Services	
105 – PUBLIC OUTREACH	
Task 105.1 – Project Management and Administration	
Task 105.2 – Communications and Engagement Planning and Implementation	
Task 105.3 – Land Use Planning	180 days after Amend No. 8 NTP
106 – INDEPENDENT COST ESTIMATING	
Task 106.1 – Project Management and Administration	
Task 106.2 – Independent Cost Estimating	52 weeks after Amend No. 7 NTP
PHASE 2 – MILL CITY / GATES WASTEWATER SEWER SYSTEM	
200 – MILL CITY / GATES FACILITIES PLANNING STUDY	

Task 200.1 – Project Management	
Task 200.2 – Request(s) for Information	
Task 200.3 – Draft Project Planning Facility Plan Section	
Task 200.4 – Draft Existing Facilities Evaluation Facility Plan Section	
Task 200.5 – Draft Project Need Facilities Plan Section	
Task 200.6 – Draft Collection System Alternatives Facility Plan Section	
Task 200.7 – Draft Treatment System Alternatives Facility Plan Section	
Task 200.8 – Capital Improvement Plan	
Task 200.8 – SDC Eligibility Estimate	
Task 200.8 – Draft Proposed Project Facility Plan Section	
Task 200.9 – Public Meeting Presentation Materials	
Task 200.9 – Final Facilities Plan	
Task 200.10 – Management Reserve	
201 – MILL CITY / GATES FACILITIES SITE EVALUATION	
Task 201.1 – Project Management	
Task 201.2 – Force Main Alignment Topographic Survey	120 days after Amend No. 11 ~~8~~ NTP
Task 201.3 – Force Main Alignment Geotechnical Investigation	120 days after Amend No. 11 ~~8~~ NTP
Task 201.4 – Mill City and Gates MWTF Environmental Due Diligence	
Task 201.4.1 - Project Management	365 days after Amend No. 9 NTP
Task 201.4.2 – Wetlands and Waters Delineation	365 days after Amend No. 9 NTP
Task 201.4.3 – Cultural Resources Investigation	365 days after Amend No. 9 NTP
Task 201.4.4 – Phase I Environmental Site Assessments	180 days after Amend No. 9 NTP
Task 201.5 – Mill City and Gates MWTF Topographic Survey	12 weeks after Amend No. 9 NTP
Task 201.6 – Mill City and Gates MWTF Geotechnical Investigation	12 weeks after Amend No. 6 NTP
Task 201.7 – Gates Collection System Survey	
Task 201.7.1 – Gates Collection System Survey	120 days after Amend No. 11 ~~8~~ NTP
Task 201.7.2 – Gates Collection System Easements	240 days after Amend No. 11 ~~8~~ NTP
Task 201.7.3 – Private Utility Locating Services	120 days after Amend No. 11 NTP
Task 201.8 – Gates Collection System Geotechnical Investigation	180 ~~120~~ days after Amend No. 11 ~~7~~ NTP
Task 201.9 – Gates Collection System Environmental Due Diligence	
Task 201.9.1 – Project Management	

Task 201.9.2 – Environmental Due Diligence	1 year after Amend No. 11 NTP
~~**Task 201.9.2** – Wetland and Waters Delineation~~ [REMOVED]	~~90 days after Amend No. 7 NTP~~
~~**Task 201.9.3** – Cultural Resources Investigation~~ [REMOVED]	~~120 days after Amend No. 7 NTP~~
~~**Task 201.9.4** – Phase I Environmental Site Assessments~~ [REMOVED]	~~180 days after Amend No. 7 NTP~~
Task 201.10 – Force Main Alignment Environmental Due Diligence	2 years after Amend No. 9 NTP
Task 201.11 – Mill City Collection System Cleaning and Inspection	180 days after Amend No. 9 NTP
202 – MILL CITY AND GATES MWTF ENGINEERING	
Task 202.1 – Project Management	
Task 202.2 – Preliminary Engineering Report (PER)	240 days after Amend No. 7 NTP
Task 202.3 – Permitting Assistance	240 days after Amend No. 7 NTP
Task 202.4 – GMP Documents (30% Design)	240 days after Amend No. 7 NTP
Task 202.5 – Final Design	90 ~~180~~ days after Amend No. 11 ~~8~~ NTP
Task 202.6 – Services During Bidding	240 days after Amend No. 8 NTP
Task 202.7 – Construction Services	2 years after Amend No. 9 NTP
Task 202.8 – Site Visit Fees and Direct Expenses	2 years after Amend No. 9 NTP
Task 202.9 – Resident Project Representative	2 years after Amend No. 9 NTP
Task 202.10 – Special Inspections	2 years after Amend No. 9 NTP
Task 202.11 – Geotechnical Construction Observation Services	2 years after Amend No. 9 NTP
Task 202.12 – Post-Construction Phase	3 years after Amend No. 9 NTP
Task 202.13 - Mill City and Gates MWTF SCADA and Integration	2 years after Amend No. 9 NTP
Task 202.14 - Mill City and Gates MWTF Power System Studies	2 years after Amend No. 9 NTP
203 – GATES COLLECTION SYSTEM/FORCE MAIN PRELIMINARY ENGINEERING	
Task 203.1 – Project Management	
Task 203.2 – Preliminary Engineering Report (PER)	240 days after Amend No. 7 NTP
Task 203.3 – Preliminary Design ~~GMP Documents~~ (30% Design)	240 days after Amend No. 7 NTP
Task 203.4 – Final Design	
Task 203.4.1 – Final Design (60% Design)	2 months after Amend No. 11 NTP
Task 203.4.2 – Final Design (90% Design)	6 months after Amend No, 11 NTP
Task 203.4.3 – Final Design (100% Design)	10 months after Amend No. 11 NTP
Task 203.5 – Services During Bidding	1.5 years after Amend No. 11 NTP
PHASE 4 – DETROIT INTERIM COMMERCIAL SEPTIC SYSTEMS	
400 – COMMERCIAL SEPTIC SYSTEM PLANNING	
Task 400.1 – Project Management	

Task 400.2 – Requests for Information	
Task 400.2 – Existing Septic and Drain Field Summary Tables and Figures	
Task 400.3 – Presentation Materials	
Task 400.4 – Removed	
Task 400.5 – Conceptual Septic System Design	52 weeks after Amend No. 8 4 NTP
Task 400.6 – Basemap in AutoCAD 3D format.	24 weeks after Amend No. 4 NTP
Task 400.6 – Legal Descriptions and Visual Exhibit Maps	52 weeks after Amend No. 5 NTP
Task 400.7 – Detroit Environmental Due Diligence (Cultural Clearance)	26 weeks after Amend No. 5 NTP
Task 400.7 – Detroit Environmental Due Diligence (Phase I ESA)	26 weeks after Amend No. 5 NTP
Task 400.8 – Detroit Commercial Septic Excavation Contractor	52 weeks after Amend No. 8 NTP
Task 400.9 – Detroit Commercial Properties Survey	52 weeks after Amend No. 8 NTP
Task 400.10 – Detroit Commercial Septic Groundwater Study	60 days after Amend No. 8 NTP
Task 400.11 – ODOT Guardrail Replacement	60 days after Amend No. 11 NTP
Task 400.12 – Detroit Holding Tank Feasibility Study	4 months after Amend No. 11 NTP
Task 400.13 - ODOT ROW Narrative Appraisal Report	3 months after Amend No. 11 NTP
Task 400.14 – Construction Services	2 months after Amend No. 11 NTP
Task 400.15 – Site Visit Fees and Direct Expenses	2 months after Amend No. 11 NTP
Task 400.16 – Resident Project Representative	2 months after Amend No. 11 NTP
Task 400.17 – WPCF Permit Fees	2 months after Amend No. 11 NTP
401 – KANE'S MARINA SEPTIC SYSTEM	
Task 401.1 – Kickoff meeting agenda	2 weeks after Amend No. 2 NTP
Task 401.1 – Kickoff meeting minutes	1 week after Kickoff Meeting
Task 401.1 – Request for Information	
Task 401.1 – Presentation Materials	
Task 401.2 – Workshop Meeting Agenda	
Task 401.2 – Workshop Meeting Minutes	
Task 401.2 – Draft Preliminary Engineering Report	5 weeks after Amend No. 2 NTP
Task 401.2 – Final Preliminary Engineering Report	6 weeks after Amend No. 2 NTP
Subtask 401.2.2 – Topographic Basemap	180 days after Amend No. 6 NTP
Subtask 401.2.3 – Geotechnical Report	10 weeks after Amend No. 2 NTP
Task 401.3 – 90% Design Drawings and Specifications	15 weeks after Amend No. 2 NTP
Task 401.3 – Final (Stamped) Drawings and Specifications	17 weeks after Amend No. 2 NTP

Task 401.3 – Opinion of Probably Cost	17 weeks after Amend No. 2 NTP
Task 401.4 – Procurement Specifications	
Task 401.5 - Removed	
Task 401.6 – WPCF Permitting	
Task 401.7 - Removed	
Task 401.8 – WPCF Permit Fees	2 months after Amend No. 11 NTP

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT F - RATE SCHEDULE

Keller Associates	Hourly Rate*
Project Engineer I	$140 ~~$137~~
Project Engineer II	$190 ~~$180~~
Project Engineer III	$280 ~~$255~~
Project Manager I/II	$190 ~~$189~~
Project Manager III	$280 ~~$265~~
Structural Engineer I/II	$190 ~~$180~~
Structural Engineer III	$280 ~~$265~~
Chief Engineer / Chief Structural Engineer	$335 ~~$325~~
CAD I/II	$120 ~~$137~~
CAD III	$190 ~~$180~~
CAD Manager	$210 ~~$205~~
Electrical Controls I/II	$190 ~~$179~~
Electrical Controls III	$280 ~~$242~~
Principal	$345 ~~$335~~
Surveyor I/II	$160 ~~$158~~
Surveyor III	$200 ~~$195~~
Field Representative	$210 ~~$175~~
Operator	$210
Engineering Student	$90 ~~$85~~
Administration I	$95
Administration II	$135

**Rates reported are for 2026 ~~2025~~. Rates updated annually in January.*

***Reimbursable Expenses at Cost x 1.05*

SUBCONSULTANT RATE SCHEDULE

Hydrological	Hourly Rate*
Principal Technical Professional	$260 ~~$255~~
Supervising Technical Professional	$240 ~~$235~~
Managing Technical Professional	$195 ~~$190~~
Consulting Technical Professional	$170 ~~$165~~
Project Technical Professional	$165 ~~$160~~
Staff Technical Professional	$150 ~~$145~~
Intern	$120 ~~$115~~
GIS/Graphics/Database	$175 ~~$170~~
Editor/Documents	$155 ~~$150~~
Administration	$130 ~~$125~~

**Rates reported are for 2026 ~~2025~~. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Permitting	Hourly Rate*
Environmental Consulting Services Specialists: Cultural Resources, Environmental Resources, Paleontology, Scientific Resources, Planning Resources, Graphics/Media Production, GIS/CADD Resources, Technical Writing/Editing, Training/Facilitating, Air Quality	
Specialist I	$79 ~~$77~~
Specialist II	$94 ~~$91~~
Specialist III	$107 ~~$104~~
Specialist IV	$117 ~~$114~~
Specialist V	$127 ~~$123~~
Specialist VI	$141 ~~$137~~
Specialist VII	$151 ~~$147~~
Specialist VIII	$163 ~~$158~~
Specialist IX	$174 ~~$169~~
Specialist X	$195 ~~$189~~
Specialist XI	$213 ~~$207~~
Specialist XII	$233 ~~$226~~
Subject Matter Expert I	$237 ~~$230~~
Subject Matter Expert II	$249 ~~$242~~

Subject Matter Expert III	$276 ~~$268~~
Subject Matter Expert IV	$301 ~~$293~~

**Rates reported are for2026 ~~2025~~. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Land Acquisition and Relocation	Hourly Rate*
~~Principal/Senior Advisor/Program Manager~~	~~$331.66~~
~~Senior Project Manager~~	~~$298.00~~
Project Manager/Property Manager	$215.36 ~~$203.94~~
~~Senior Right of Way Agent~~	~~$167.89~~
Right of Way Agent	$161.54 ~~$124.63~~
~~Senior Project Control Specialist/Senior Right of Way Technician~~	~~$167.89~~
~~Project Control Specialist/Right of Way Technician~~	~~$124.63~~
Document Specialist	$112.00
QAQC	$128.00

**Rates reported are for 2026 ~~2025~~. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Financial Advisory	Hourly Rate*
Principal	$310
Project Manager	$250
Project Consultant	$205
Senior Analyst	$185
Analyst	$170
Public Relations	$170
Technical Writer/Graphic Artist	$145
Administrative Support	$110

**Rates reported are for 2025. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Surveying	Hourly Rate*
PLS Office Technician	$160
One-Man Field Crew	$170
Project Surveyor	$170

2 Man Field Crew	$190
Survey Technician	$150 ~~$140~~

**Rates reported are for 2026 ~~2025~~. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Geotechnical Services	Billed	Hourly Rate*
ENGINEERING CONSULTING		
Senior Principal	Hourly	$300 ~~$290~~
Principal	Hourly	$280 ~~$270~~
Principal Engineering Geologist	Hourly	$266 ~~$257~~
Senior Associate	Hourly	$255 ~~$248~~
Associate	Hourly	$250 ~~$242~~
Senior Project Manager II	Hourly	$245 ~~$236~~
Senior Project Manager I	Hourly	$236 ~~$228~~
Project Manager II	Hourly	$230 ~~$220~~
Project Manager I	Hourly	$210 ~~$202~~
Engineering/Geological Staff III	Hourly	$180 ~~$173~~
Engineering/Geological Staff II	Hourly	$162 ~~$157~~
Engineering/Geological Staff I	Hourly	$147 ~~$142~~
Senior Technician	Hourly	$143 ~~$139~~
Field Technician II	Hourly	$133 ~~$128~~
Field Technician I	Hourly	$108 ~~$105~~
Technical Editor	Hourly	$145 ~~$140~~
Senior Administrative Assistant	Hourly	$118 ~~$115~~
Administrative Assistant	Hourly	$107 ~~$104~~
Office Support	Hourly	$102 ~~$98~~
EQUIPMENT/OTHER SERVICES		
Falling Weight Deflectometer	Daily	$2,850 ~~$2,750~~
Ground Penetrating Radar, Vehicle Mounted	Daily	$1,960 ~~$1,900~~
Refraction Microtremor (ReMi)	Daily	$1,030 ~~$1,000~~
Global Positioning System (Differential)	Daily	$135 ~~$130~~
Piezometer (infiltration field testing)	Daily	$98 ~~$95~~
Water Level Meter	Daily	$40 ~~$38~~

Piezometer (installation)	Quote	Quote
Dynamic Cone Penetrometer	Daily	$145 ~~$140~~
Hand Auger	Daily	$42 ~~$40~~
Drone Flight Services	Hourly	$260 ~~$250~~
Drone Hardware & Flight Fee	Daily	$185 ~~$180~~
Nuclear Densometer	Daily	$94 ~~$90~~
Bladder Pump	Daily	$242 ~~$235~~
Whale Pump	Daily	$52 ~~$50~~
Submersible Pump	Daily	$26 ~~$25~~
Fixed Gas Meter	Daily	$245 ~~$238~~
Mini Air Pump	Daily	$60 ~~$58~~
Peristaltic Pump	Daily	$76 ~~$75~~
Photoionization Detector	Daily	$130 ~~$125~~
Rotary Hammer	Daily	$100 ~~$96~~
Sampling/Decon Kit	Daily	$64 ~~$62~~
Swing Sampler	Daily	$26 ~~$25~~
Vapor Intrusion Sampling Kit	Daily	$68 ~~$65~~
pH Meter	Daily	$46 ~~$44~~
Turbidity Meter	Daily	$60 ~~$58~~
4-Gas Meter	Daily	$86 ~~$83~~
Interface Probe	Daily	$85 ~~$83~~
YSI/Aquaread Multiparameter	Daily	$155 ~~$150~~
Helium Detector	Daily	$290 ~~$280~~
Slide Hammer/Sampler	Daily	$26 ~~$25~~
CONSUMABLE FIELD SUPPLIES		
Bladders	Each	$26 ~~$25~~
Disposable Bailers	Each	$22 ~~$20~~
Vapor Pin	Each	$145 ~~$140~~
Waste Disposal Drum	Each	$109 ~~$105~~
Water Sample Field Filter	Each	$26 ~~$25~~
Well Caps	Each	$20
Well Lock	Each	$15
LABORATORY		

Lab: #200 Wash	Each	$150 ~~$145~~
Lab: Atterberg Limits	Each	$270 ~~$260~~
Lab: In-Situ Dry Density and Moisture Content	Each	$57 ~~$55~~
Lab: Moisture Content	Each	$47 ~~$45~~
Lab: Proctor Moisture-Density	Each	$405 ~~$390~~
Lab: Sample Preparation/Management Time	Each	$132 ~~$128~~
Lab: Sieve Analysis 1 ½-inch Max	Each	$340 ~~$330~~
Lab: Consolidation (Two Rebounds)	Each	$815 ~~$785~~
Lab: Specific Gravity of Coarse Aggregate	Each	$80 ~~$75~~
Lab: Soil-Cement Unconfined Compressive	Each	$130 ~~$125~~
Lab: ASTM International (ASTM) Proctor (Laboratory Compaction) Density Test and Fines Content Analysis	Each	$700
Specialty Software	Each	$260 ~~$250.00~~
Vehicle Usage, per mile	Mile	Current federal rate
Part-Time Construction Observation: Two (2)-Hour Site Visit	Each	$870 ~~$850~~
Full-Time Construction Observation: Eight (8)-Hour Site Visit	Each	$2,005 ~~$1,950~~
Full-Time Observation and Infiltration Test	Each	$1,905 ~~$1,850~~

**Rates reported are for 2026 ~~2025~~. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Septic	Hourly Rate*
Septic Consultant	$180
Septic Consultant Travel Time	$100

**Rates reported are for 2025. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Septic Excavation Contractor (Prevailing Wage Rates)	Hourly Rate*
Power Equipment Operator with Excavator	$225.00
Laborer for Excavator	$175.00
Locate, Camera Equipment	$350.00
Mobilization	$800.00 per trip
Laborer (Office Time)	$175.00

**Rates reported are for 2025. Rates updated annually in July.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Public Outreach	Hourly Rate*
Principal-in-Charge	$230
Project Director	$185
Project Manager	$240
Project Associate	$125
Senior Designer	$210
Designer	$120

**Rates reported are for 2025. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Independent Cost Estimator	Hourly Rate*
Consultant	$205
Electrical Consultant	$205
Off-site Pipeline Consultant	$205

**Rates reported are for 2025. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Vacuum Truck Services (BOLI Rates)	Hourly Rate*
1- to 2-Man Crew	$300
3-Man Crew	$325
1- to 2-Man Crew (Over Time)	$340
3-Man Crew (Over Time)	$365
Travel Time	$175
Clerical Surcharge	$50 per Invoice
Fuel Surcharge	$13

**Rates reported are for 2025. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

CCTV Services (Prevailing Wage Rates)	Hourly Rate*
CCTV Inspection Rate	$1.55 per linear foot or $270 per Hour
Travel Time	$150
Clerical Surcharge	$50 per Invoice

**Rates reported are for 2025. Rates updated annually in January.*
***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

Carlson Testing, Inc.	Hourly Rate*
Field Services: Concrete/Rebar Inspector	$82
Field Services: Curing Inspector	$82
Field Services: Anchors Inspector	$82
Field Services: Structural/Welding Inspector	$95
Field Services: Masonry Inspector	$95
Field Services: Compaction Inspector	$80
Laboratory Services: Concrete Test Cylinders	$31/Each
Laboratory Services: Moisture Density Curve	$283/Each
Laboratory Services: Moisture Density Curve with Rock	$325/Each
Miscellaneous: CMT Project Management Services	$115
Miscellaneous: Administration Fees	$60/Month
Miscellaneous: Cylinder Pick-Ups (within 20 miles)	$63/Each
Miscellaneous: Cylinder Pick-Ups (21+ Miles)	$100/Hour + Mileage
Miscellaneous: Cylinder Cure Box/Cooler	$26
Miscellaneous: Material Sampling	$80
Miscellaneous: Final Summary Letter	$275
Miscellaneous: Transportation (Round Trip from Salem)	Federal Mileage Rate
Overtime: Time in Excess of 8 Hours per Day on Project Site, or before 7:00 AM and After 4:00 PM, and Saturdays, Sundays, and Holidays	1.5 x Hourly Rate

**Rates reported are for 2025. Rates updated annually in January.*

***Subconsultant Reimbursable Expenses and Direct Labor at Cost x 1.10*

MARION COUNTY
STANDARD PROFESSIONAL SERVICES CONTRACT

EXHIBIT G - ASSUMPTIONS AND EXCLUSIONS

- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.

- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.

- Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

SIGNATURE PAGE FOR
ARPA – NORTH SANTIAM CANYON SEWER PROJECT – PW-5069-22
Between
MARION COUNTY and KELLER ASSOCIATES, INC.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Brian Nicholas Brian Nicholas (Oct 21, 2026 15:09:39 PDT) 10/21/2026
Department Director or designee Date

Authorized Signature: Jan Fritz Jan Fritz (Oct 22, 2026 15:09:20 PDT) 10/22/2026
Chief Administrative Officer Date

Reviewed by Signature: 10/22/2026
Marion County Legal Counsel Date

Reviewed by Signature: 10/21/2026
Marion County Contracts & Procurement Date

KELLER ASSOCIATES SIGNATURE

Authorized Signature: _____
Date

Title: _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: November 4, 2026

Department: Public Works

Title: Amendment No. 2 to Salem-Keizer Area Transportation Study (SKATS) IGA

Management Update/Work Session Date: October 29, 2026 **Audio/Visual aids** ☐

Time Required: _____ **Contact:** Brian Nicholas **Phone:** x7943

Requested Action:

Approve Amendment No. 2 to Intergovernmental Agreement No. 20523 between the Oregon Department of Transportation (ODOT), Marion County, Polk County, the Salem-Keizer School District, the Salem Area Mass Transit District (Cherriots), and the cities of Salem, Keizer and Turner to add the city of Aumsville as a voting member of the Salem-Keizer Area Transportation Study (SKATS) Metropolitan Planning Organization (MPO).

Issue, Description & Background:

SKATS was formed in 1987 by mutual agreement of ODOT and local transportation authorities to serve as the Mid-Willamette Valley region's Metropolitan Planning Organization. The MPO serves to promote a unified, region-wide approach to plan, resource and execute transportation programs to ensure regional transportation needs are met. In 2025, the Oregon Transportation Commission (OTC) authorized expansion of the SKATS boundary to include Aumsville based on updated population census data. This amendment adds Aumsville to the SKATS consortium as a voting member of the MPO.

Financial Impacts:

None

Impacts to Department & External Agencies:

None

List of attachments:

Amendment No. 2 to Intergovernmental Agreement No. 20523

Presenter:

Lani Radtke

Department Head Signature:

BNicholas

Digitally signed by BNicholas
Date: 2026.10.29 13:49:45 -07'00'

Contract Review Sheet

Intergovernmental Agreement **PW-7383-87 - Am2**

Title: **Salem-Keizer Area Transportation Study (SKATS) Policy Committee IGA**

Contractor's Name: **Oregon Department of Transportation**

Department: **Public Works Department** Contact: **Janet Wilson**

Analyst: **Kathleen George** Phone #: **(503) 566-4139**

Term - Date From: **April 6, 1987** Expires: **December 31, 2031**

Original Contract Amount: **$ -** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ -** Amd% **0%**

☐ No Funds Exchanged ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **ORS190 Intergovernmental Agreement**

Description of Services or Grant Award

This intergovernmental agreement sets forth requirements for the Salem/Keizer Area Transportation Study (SKATS) Policy Committee for Transportation Planning and providing funds for transportation planning processes between ODOT, City of Keizer, City of Salem, Marion County, Polk County, and the Salem Area Mass Transit District.

Amendment 1 added the City of Turner as a voting member.

Amendment 2 adds the City of Aumsville as a voting member.

Desired BOC Session Date:	**11/4/2026**	Contract should be in DocuSign by:	**10/14/2026**
Agenda Planning Date	**10/22/2026**	Printed packets due in Finance:	**10/20/2026**
Management Update	**10/20/2026**	BOC upload / Board Session email:	**10/21/2026**

BOC Session Presenter(s) **Lani Radtke** Code: **Y**

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

Misc. Contracts and Agreements
No. 20523
OregonBuys No. 73000-00234265

AMENDMENT NO. 2
to the
COOPERATIVE AGREEMENT
DUTIES AND RESPONSIBILITIES FOR COOPERATIVELY
CARRYING OUT TRANSPORTATION PLANNING AND PROGRAMMING

THE STATE OF OREGON, by and through its Department of Transportation, THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS, THE CITY OF SALEM, THE CITY OF KEIZER, THE CITY OF TURNER, MARION COUNTY, POLK COUNTY, and THE SALEM AREA MASS TRANSIT DISTRICT (referred to collectively as "PARTIES") entered into a cooperative agreement for duties and responsibilities for cooperatively carrying out transportation planning and programming. This Agreement was approved by the Oregon Transportation Commission on March 20, 1987, at which time the Director, Oregon Department of Transportation, was authorized and directed to sign the Agreement for and on behalf of the Commission. This Agreement was amended on October 6, 2003 by Amendment No. 1 to add the CITY OF TURNER to Section C.

It has now been determined by the "PARTIES" that the agreement referenced above, while remaining in full force and effect, shall be amended by this Amendment No. 2 to add THE CITY OF AUMSVILLE as a voting member on the Salem-Keizer Area Transportation Study (SK ATS) Policy Committee.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.** (Additions to existing language are shown in *italics and underlined*, deletions are shown as ~~strikethrough~~):
   a. **Section C of the Cooperative Agreement shall be amended to add subsection 9 to read as follows:**

      Section C. The Salem Area Transportation Study (SATS) Coordinating Committee will be renamed the Salem/Keizer Area Transportation Study (SKATS) Policy Committee.

      Voting membership on the SKATS Policy Committee shall consist of:

      1. One member, Marion County Board of Commissioners
      2. One member, Polk County Board of Commissioners
      3. One member, City of Salem City Council
      4. One member, City of Keizer City Council
      5. One member, Salem Area Mass Transit District Board of Directors
      6. One member, Oregon Department of Transportation
      7. One member, School District 24J Board
      8. One member, City of Turner City Council
      9. *One member, City of Aumsville City Council*

This agreement shall be effective on the date all required signatures are obtained.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. All Parties certify that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

SIGNATURE PAGES TO FOLLOW

APPROVED AS TO FORM FOR ODOT:

_**Maribeth Bonner via email**_____
Assistant Attorney General

Date _**10/15/26**_____

STATE OF OREGON, by and through its Department of Transportation

_____
Amanda Pietz, Policy, Data and Analysis Division Administrator

Date _____

Agreement No. 20523-02
OregonBuys No. 73000-00234265

CITY OF KEIZER, by and through its elected officials:

_____
City Attorney

Date _____

_____
By Mayor

Date _____

_____
ATTEST: City Recorder

Date _____

Agreement No. 20523-02
OregonBuys No. 73000-00234265

CITY OF SALEM, by and through its elected officials:

_____
City Attorney

Date _____

_____
By Mayor

Date _____

_____
ATTEST: City Recorder

Date _____

Agreement No. 20523-02
OregonBuys No. 73000-00234265

CITY OF TURNER, by and through its elected officials:

_____
City Attorney

Date _____

_____
By Mayor:

Date _____

_____
ATTEST: City Recorder

Date _____

Agreement No. 20523-02
OregonBuys No. 73000-00234265

CITY OF AUMSVILLE, by and through its elected officials:

_____
City Attorney

Date _____

_____
By Mayor

Date _____

_____
ATTEST: City Recorder

Date _____

Agreement No. 20523-02
OregonBuys No. 73000-00234265

COUNTY OF MARION, by and through its elected officials:

_____
Chief Administrative Officer

Date _____

_____
Department Director or designee

Date _____

_____
Legal Counsel

Date _____

_____
Contracts & Procurement

Date _____

_____
By Chairman

Date _____

_____
Commissioner

Date _____

_____
Commissioner

Date _____

COUNTY OF POLK, by and through its elected officials:

_____
Legal Counsel

Date _____

_____
By Chairman

Date _____

_____
Commissioner

Date _____

_____
Commissioner

Date _____

Agreement No. 20523-02
OregonBuys No. 73000-00234265

SALEM AREA MASS TRANSIT DISTRICT, by and through its BOARD OF DIRECTORS:

_____
Legal Counsel

Date _____

_____
President

Date _____

MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS:

_____
Executive Director

Date _____

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/4/2026

Department: Sheriff's Office

Title: Grant Agreement: Sustained DUII Enforcement Marion County SO

Management Update/Work Session Date: 10/20/2026 **Audio/Visual aids** ☐

Time Required: 5 mins **Contact:** Laura Shaver **Phone:** x3258

Requested Action:
Staff is requesting approval of the grant agreement with the Oregon Department of Transportation (ODOT) for incoming funds in the amount of $177,466.73 to support dedicated impaired driving enforcement through September 30, 2027.

Issue, Description & Background:
The Oregon Department of Transportation (ODOT) Impaired Driving Grant Program supports enforcement, education, and treatment strategies aimed at reducing crashes caused by alcohol and drug impaired driving. The Marion County Sheriff's Office was awarded grant funding to support 2,080 hours of dedicated impaired driving enforcement between October 1, 2026, and September 30, 2027. These additional enforcement hours will enhance patrol efforts to deter impaired driving with the goal of reducing serious injuries and fatalities on Marion County roadways.

Financial Impacts:
Incoming grant funds in the amount of $177,466.73.

Impacts to Department & External Agencies:
The grant requires a 25% match, which can be accomplished through in-kind services provided by the Sheriff's Office.

List of attachments:
Grant agreement SO-7329-26

Presenter:
Cmdr. Jason Bernards

Department Head Signature:
Nick Hunter
Nick Hunter (Oct 13, 2026 14:10:09 PDT)

Contract Review Sheet

Grant Agreement **SO-7329-26**

Title: **Sustained DUII Enforcement Marion County SO**

Contractor's Name: **Oregon Department of Transportation**

Department: **Sheriff's Office** Contact: **Laura Shaver**

Analyst: **Sandra Fixsen** Phone #: **(503) 588-5094**

Term - Date From: **upon signature** Expires: **September 30, 2027**

Original Contract Amount: **$ 177,466.73** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 177,466.73** Amd% **0%**

Incoming Funds ☑ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **Not Applicable (Incoming Funds)**

Description of Services or Grant Award

The Oregon Department of Transportation (ODOT) Impaired Driving Grant Program supports enforcement, education, and treatment strategies aimed at reducing crashes caused by alcohol and drug impaired driving. Project funds will support this goal by providing 2,080 hours of dedicated impaired driving enforcement.

Desired BOC Session Date: **11/4/2026** Contract should be in DocuSign by: **10/14/2026**

Agenda Planning Date **10/22/2026** Printed packets due in Finance: **10/20/2026**

Management Update **10/20/2026** BOC upload / Board Session email: **10/21/2026**

BOC Session Presenter(s) **Cmdr. Jason Bernards** Code: **Y**

REQUIRED APPROVALS

Sandra L. Fixsen	10/13/2026	Kristy Witherell (Oct 13, 2026 09:37:01 PDT)	10/13/2026
Finance - Contracts	Date	Contract Specialist	Date
Michelle Teed Michelle Teed (Oct 13, 2026 14:25:25 PDT)	10/13/2026	Jan Fritz Jan Fritz (Oct 13, 2026 14:35:34 PDT)	10/13/2026
Legal Counsel	Date	Chief Administrative Officer	Date

OREGON DEPARTMENT OF TRANSPORTATION

Transportation Safety Office Grant Agreement
Federal Fiscal Year (2026 - 2027)
Federal Funds

Grant Agreement Cover Page

Grant Agreement Information

Agency: State of Oregon, acting by and through its Department of Transportation, Transportation Safety Office (ODOT–TSO)

ODOT Contact: Rosalee Senger

Grantee: Marion County Sheriff's Office

Project Agreement Number: M7AL-2027-12-02-00_2027_00000913

Project Agreement Title: Sustained DUII Enforcement Marion County SO

Grant Funds (Not to Exceed Amount): $177,466.73

Assistance Listing Number: 20.616

Effective Date: Date that the Agreement is fully executed and approved as required by applicable law or **October 01, 2026**, whichever is later.

Grant Period: Effective Date through **September 30, 2027**

Documents Incorporated into this Agreement

This Grant Agreement includes, in descending order of precedence, all documents listed below and all Exhibits attached to the Transportation Safety Office Grant Agreement. All such documents are incorporated herein by reference and made part of this Agreement.

- **Grant Agreement Cover and Signature Page**
- **Exhibit A** - Project Description and Budget
- **Exhibit B** - Reserved
- **Exhibit C** - Standard Terms and Conditions (Federal Funds 2026 - 2027)

- **Exhibit C-1** - Summary of Federal Requirements (Federal Highway & NHTSA Requirements)
- **Exhibit D** - FFATA Requirements (Federal Funding Accountability and Transparency Act)
- **Exhibit E** - Federal Award Identification (2 CFR §200.332(b)(1))
- **Exhibit F** - Subcontractor Insurance Requirements
- **Exhibit G** - Grantee Insurance Requirements

Formal Incorporation and Binding Effect

This Cover and Signature Page forms an integral part of the Transportation Safety Office Grant Agreement. All Exhibits are fully incorporated by reference and made part of this Agreement.

The Parties acknowledge that this Agreement is federally funded and subject to all federal requirements set forth in Exhibit C, the FFATA reporting requirements in Exhibit D, and the Federal Award Identification requirements of 2 CFR §200.332(b)(1) in Exhibit E.

Grant Agreement Signature Page

Signature and Compliance Acknowledgment

By signing below, Grantee certifies that:

- It is authorized to bind its organization.
- It has reviewed and shall comply with the Agreement terms and conditions, including all incorporated Exhibits and federal requirements.
- All representations made in connection with this Agreement, including federal assurances and FFATA certifications, are **material representations of fact** upon which the Agency relies.
- It shall comply with all applicable federal, state, and local laws, including all conditions attached to the use of federal highway safety funds.

GRANTEE

Project Director:
The **Project Director** implements the Grant Agreement and maintains procedures to ensure effective administration of the Project.

Signature: Laura Shaver
Laura Shaver (Oct 19, 2026 07:17:45 PDT)
Printed Name & Title: Laura Shaver, Management Analyst 2
Date:

Designated Alternate:
The **Designated Alternate** is an authorized backup to the Project Director who may sign required reports and reimbursement claims when the Project Director is unavailable.

Signature:
Kristy Witherell (Oct 13, 2026 09:37:01 PDT)
Printed Name &Title: Kristy Witherell, Management Analyst 1
Date:

Authorizing Official:
The **Authorizing Official** should be a senior administrator with legal authority to bind Grantee to the Grant Agreement. The Authorizing Official may not be paid with Grant Funds and must sign reimbursement claims when the Project Director and Designated Alternate are unavailable or when the salary of either is being paid, in or whole or in part, with Grant Funds to maintain separation of duties.

Signature: Nick Hunter
Nick Hunter (Oct 13, 2026 14:10:09 PDT) *for*
Printed Name &Title: Jeremy Landers, Undersheriff
Date:

STATE OF OREGON
Transportation Safety Office (ODOT–TSO)
Signature:
Printed Name &Title: Ryan Stone, Operations Manager
Effective Date:

APPROVED AS TO LEGAL SUFFICIENCY
(In accordance with ORS 291.047)
Nina R. Englander, Assistant Attorney General
Date: August 19, 2026

SIGNATURE PAGE FOR
SUSTAINED DUII ENFORCEMENT
MARION COUNTY SHERIFF'S OFFICE – SO-7329-26
between
MARION COUNTY and OREGON DEPARTMENT OF TRANSPORTATION

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair	Date
Commissioner	Date
Commissioner	Date
Authorized Signature: Nick Hunter (Nick Hunter (Oct 13, 2026 14:10:09 PDT))	10/13/2026
Department Director or designee	Date
Authorized Signature: Jan Fritz (Jan Fritz (Oct 13, 2026 14:35:34 PDT))	10/13/2026
Chief Administrative Officer	Date
Reviewed by Signature: Michelle Teed (Michelle Teed (Oct 13, 2026 14:25:25 PDT))	10/13/2026
Marion County Legal Counsel	Date
Reviewed by Signature: Sandra L. Lisser	10/13/2026
Marion County Contracts & Procurement	Date

Oregon Department of Transportation

M7AL-2027-12-02-00_2027_00000913 - Marion County Sheriff's Office

Staff: Rosalee Senger

Application ID: M7AL-2027-12-02-00_2027_00000913

Deadline: 09/30/2026 11:59 PM

Project Information

Project

Project Name: Sustained DUII Enforcement Marion County SO

Project Description

The Marion County Sheriff's Office (MCSO) aims to reduce the significant number of traffic-related deaths and serious injury crashes on county roadways through sustained impaired driving enforcement.

This project will support this goal by providing 2,080 hours of dedicated impaired driving enforcement activity. Due to current budgetary and staffing constraints, MCSO is unable to dedicate staff to impaired driving enforcement without additional resources. Deputies assigned to the project will be available to proactively enforce impaired driving, assist other deputies who encounter impaired drivers during routine patrols, and serve as a resource during investigations when impaired driving is suspected as a contributing factor to crashes. Impaired driving enforcement will begin in October 2026 and occur throughout the grant period. Dedicated enforcement will focus on evenings, weekends, holidays, and other times associated with elevated impaired driving activity.

Project activities will be conducted throughout Marion County and in the contracted service cities of Sublimity, Jefferson, and the East Salem Service District. While impaired driving enforcement will be conducted on all county roadways, particular attention will be paid to the designated safety corridor along McKay/Yergen/Ehlen roads and the planned safety corridor along Cordon/Silverton roads. Additional emphasis will be paid on Lancaster Drive due to the concentration of drinking establishments in the area.

Problem Statement

Problem Statement Impact

Impaired driving continues to be a significant traffic safety concern on Marion County roadways. Drivers impaired by alcohol and/or drugs pose a substantial risk to themselves and others, contributing to serious injury and fatal crashes. Increased enforcement is needed to deter impaired driving behavior and improve safety for all road users.

Problem Statement Summary

In the last five years, Marion County has continued to see an overall upward trend in traffic stops and calls for service related to driving under the influence. The Marion County Sheriff's Office issued 247 citations for DUII in 2021, 233 in 2022, 171 in 2023, 206 in 2024, and 170 in 2025. The magnitude of this problem may be even greater due to current staffing limitations and the absence of dedicated resources for identifying impaired drivers.

From 2021 – 2024, the Marion County Sheriff's Office responded to an increasing number of fatal crashes, many of which involved impairment. In 2021, 17 fatalities (15 impairment related); 2022, 12 fatalities (8 impairment related); 2023, 10 fatalities (10 impairment related); 2024, 9 fatalities (9 impairment related).

In 2025, the Sheriff's Office responded to 17 crashes that resulted in 21 fatalities, though the final count of impairment related deaths is still pending. Of note, the number of impairment related fatalities may be undercounted, as intoxication information is sometimes unavailable in cases of single vehicle fatal crashes.

These data show that impaired driving remains a persistent problem on Marion County roadways and continues to contribute to the county's most serious traffic crashes.

Problem Statement Association

The Marion County Sheriff's Office currently addresses impaired driving through routine enforcement, crash investigations, and DUII investigations conducted by patrol deputies. Deputies routinely identify and investigate impaired drivers during traffic stops, calls for service, and traffic crash responses throughout Marion County.

The Sheriff's Office works in coordination with the Marion-Polk Agencies for Coordinated Traffic Safety (MPACTS) to address impaired driving and other traffic safety issues through high visibility enforcement operations.
The Marion County Inter-Agency Crash Team investigates fatal and serious injury motor vehicle crashes where criminal violations may be a contributing factor, including impaired driving. The team is made up of deputies and officers from the Marion County Sheriff's Office, Keizer Police Department, and Woodburn Police Department. The team responds to crashes within the Sheriff's Office jurisdiction, municipalities within Marion County when requested, and other locations throughout the region and state when requested.

The Sheriff's Office does not currently have personnel dedicated exclusively to impaired driving enforcement. This project would enhance existing efforts by providing dedicated patrol time focused on identifying and removing impaired drivers from Marion County roadways. Project personnel would also support crash investigations by serving as a resource when impaired driving is suspected as a contributing factor.

Project Activities

Activity Name	Description	Start Date	End Date
Impaired Driving Enforcement Patrols	Schedule and deploy overtime funded deputies for dedicated impaired driving enforcement shifts throughout Marion County.	October 01, 2026	September 30, 2027
High-Visibility Enforcement Operations	Organize high visibility enforcement events with Marion-Polk Agencies for Coordinated Traffic Safety (MPACTS) partner agencies.	January 01, 2027	September 30, 2027

Dedicated enforcement	Conduct dedicated proactive traffic enforcement with a focus on detecting signs of impaired driving. Provide secondary response and enforcement support to patrol deputies when impaired driving is suspected during routine calls for service.	January 01, 2027	September 30, 2027
Impaired Driving Crash Investigation Support	Support crash investigations where impairment is suspected, especially those involving fatalities or serious injuries.	January 01, 2027	September 30, 2027
Impaired Driving Enforcement Training	Participate in ongoing training related to Standardized Field Sobriety Tests (SFSTs), drug recognition, impaired driving detection, and legal updates relevant to DUII enforcement.	January 01, 2027	September 30, 2027
Data collection and analysis	Track impaired driving enforcement activities, arrests, citations, and impaired driving-related crashes. Analyze data to identify trends, evaluate project effectiveness, and guide enforcement deployment strategies.	October 01, 2026	September 30, 2027
Public information and outreach	Conduct public awareness and outreach activities that support impaired driving enforcement efforts and increase visibility of DUII enforcement campaigns.	October 01, 2026	September 30, 2027

Sharing Details

The Marion County Sheriff's Office has a dedicated Traffic Safety Team focused on increasing the safety of Marion County roadways through education, engineering (analysis) and enforcement. The team works closely with Marion County Public Works engineers by attending monthly meetings to identify areas of concern and determine how issues can be addressed.

The Sheriff's Office also engages directly with community members by attending neighborhood meetings, public events, and outreach activities throughout Marion County. These events provide opportunities to discuss local traffic safety concerns and share information with residents, community leaders, and stakeholders.

Public events and outreach activities provide the Traffic Safety Team to engage in community education efforts. Community education efforts focus on key traffic safety issues, including seat belt use, distracted driving, driving under the influence of intoxicants (DUII), and other high-risk behaviors that contribute to serious injuries and fatalities on Marion County roadways. Many of these education campaigns are held in partnership with the Oregon Department of Transportation (ODOT), Chemeketa Community College, area schools, and local media. The Traffic Safety Team works with the Community Resource Unit to use public messaging campaigns, especially social media, to promote traffic safety.

In 2024, the Marion County Sheriff's Office joined with other local and state law enforcement agencies to form an interagency task force, Marion-Polk Agencies for Coordinated Traffic Safety (MPACTS). Through this collaborative effort, participating agencies share information, coordinate enforcement initiatives, and promote best practices related to traffic safety. Project activities and outcomes will continue to be shared through MPACTS meetings, community outreach events, partner organizations, and social media channels.

Coordination Required

- ○ Yes
- ◉ No

Independent Detail

Coordination is not required for the Marion County Sheriff's Office to conduct impaired driving enforcement on Marion County roadways. While not required, the Marion County Sheriff's Office will work with Marion-Polk Agencies for Coordinated Traffic Safety (MPACTS), to work collaboratively on traffic safety issues in our area. The Sheriff's Office frequently participates in multi-agency traffic enforcement events with agencies such as the Oregon State Police and Salem Police Department. Particular focus will be given to coordinating traffic safety operations on Lancaster Drive in Salem, the existing county safety corridor along McKay/Ehlen/Yergen roads and the proposed safety corridor along Cordon/Silverton roads, which is anticipated to be formally designated in FY 26-27.

Continuation Detail

The impaired driving enforcement activities supported by this project are dependent on grant funded personnel costs. There is currently no identified local funding source to fully sustain these enhanced enforcement efforts after the grant period ends. The Marion County Sheriff's Office will use the grant period to explore additional funding, including other grant funding opportunities, to continue the program after the current grant ends.

Objectives

Objective	Start Date	End Date
Increase agency DUII enforcement contacts, investigations, and arrests, by a minimum of 5% from the 170 arrests/citations issued in 2025.	October 01, 2026	September 30, 2027
Provide 40 activity hours per week of dedicated impaired driving enforcement for a total of 2,080 activity hours for this project.	October 01, 2026	September 30, 2027

Evaluation Plan

Question
How was sustained DUII enforcement implemented during the project period? Include factors such as number of hours worked and whether deployment strategies (such as location) supported project goals.
What were the results of sustained DUII enforcement activities? Include the number of DUII arrests/citations issued and any significant trends.
What was the impact of sustained DUII enforcement on fatal crashes involving impaired drivers during the project period?

Data System Description: Describe how the data will be collected, stored, and analyzed

Project data will be collected from a variety of existing sources to measure enforcement activity and project outcomes. Timesheet records from deputies assigned to the project will be used to determine the number of impaired driving enforcement hours worked. Computer Aided Dispatch (CAD) and e-citation data will be used to track enforcement activity during project shifts and to assess overall impaired driving arrests and citations within Marion County throughout the project period. E-citation records, in conjunction with data from the state's online crash data viewer, will be used to identify and monitor serious injury and fatal crashes where impairment is a contributing factor. Data will be collected, reviewed, and analyzed at least quarterly to evaluate project performance. Administrative and data support staff will assist with data collection, reporting, and documentation.

Grant Project Budget Summary

Will you be purchasing equipment valued at $10,000 or more with this grant money?: ○ Yes ◉ No

Budget and Cost Sharing

Detail of TSO Costs

Cost Details	Cost Type	Description	Hours/ # of Units	Rate/ Unit Cost	TSO Total
Personnel Costs	Staff Assigned	Hourly wages for a deputy sheriff to serve as dedicated DUII deputy over 12 months.	2080.00	$50.41	$104,852.80
Personnel Costs	Overtime	Overtime wages for the dedicated DUII deputy to complete implied consent hearings, participate in DUII high visibility enforcement operations and assist with after-hours crash investigations when impaired driving is suspected over 12 months.	100.00	$75.62	$7,562.00
Personnel Benefits		Fringe benefits associated with the hourly wages for the dedicated DUII deputy. Rates are based upon applicable union contracts and are 42.79% for FY 26-27.	1.00	$44,866.51	$44,866.51
Personnel Benefits		Fringe benefits associated with the hourly wages for the dedicated DUII deputy. Rates are based upon applicable union contracts and are 42.79% for FY 26-27.	1.00	$3,235.78	$3,235.78
Overhead/Indirect Costs		Indirect costs. Marion County has a federally negotiated indirect cost rate for the Sheriff's Office for FY 26-27 of 10.5594%.	1.00	$16,949.64	$16,949.64
TOTAL TSO COSTS					$177,466.73

Detail of Funding Match

Funding Match Details	Match Type	Description	Hours/ # of Units	Rate/Unit Cost	Match Total
Personnel Costs	Overtime	Overtime wages for deputies who are members of the Marion County CRASH team and assist with the investigation of serious or fatal injury crashes where alcohol/drug impairment may be a contributing factor.	267.00	$70.34	$18,780.78
Personnel Benefits		Fringe benefits for deputies who are members of the Marion County CRASH team and assist with the investigation of serious or fatal injury crashes where alcohol/drug impairment may be a contributing factor. Rates are based upon applicable union contracts and are 42.79% for FY 26-27.	1.00	$8,029.78	$8,029.78
Equipment		Fleet lease for vehicle assigned to dedicated DUII deputy.	1.00	$20,536.00	$20,536.00
Equipment		In-car video system for vehicle assigned to dedicated DUII deputy.	1.00	$1,132.56	$1,132.56
Other Project Costs	Other Direct Costs	Meals, lodging, and registration for DUII training conference.	2.00	$600.00	$1,200.00
Other Project Costs	Other Direct Costs	Meals, lodging, and registration for two traffic safety team members to attend SFST/ DRE Instructor Training.	2.00	$1,225.00	$2,450.00
Other Project Costs	Other Direct Costs	Meals, lodging, and registration for two traffic safety team members to attend DRE training conference.	2.00	$225.00	$450.00
TOTAL MATCH					$52,579.12

Expense Description

Project costs include salary and fringe for the dedicated DUII deputy as well as overtime costs for the DUII deputy to complete implied consent hearings, assist with after-hours crash investigations where impaired driving is suspected, and conduct additional enforcement operations.

Matching funds for the project will be provided through the fleet lease and costs associated with in-car video system for the vehicle assigned to the dedicated DUII deputy. Additionally, salary and fringe associated with time spent by members of the Marion County CRASH team investigating serious and fatal injury crashes where alcohol/drug impairment may be a factor will also be used to accomplish the project match. No federal funds from other sources will contribute to the match requirement.

Attachments To Include

Will there be positions assigned to the project 500 hours or more and paid with grant funds?:	(●) Yes ( ) No
Is there a contract or service agreement?:	( ) Yes (●) No
Is your organization a non-profit?:	( ) Yes (●) No
Is your organization seeking indirect cost recovery?:	(●) Yes ( ) No
Select indirect expense type:	Negotiated rate with your federal cognizant agency (current letter required)
Indirect Cost Letter:	Marion_County_OR_Federal_Indirect_Rate_FY2026-27.pdf 12.9 MB - 05/27/2026 10:20 AM • Download Total Files: 1
Data Table:	

Job Descriptions:

Class_Spec_Deputy_Sheriff_Enforcement_-_Basic.pdf
553.6 KB - 05/27/2026 10:26 AM

- Download

K_Plus_Pay_Plan_20260806.pdf
108 KB - 08/06/2026 4:42 PM
Total Files: 2

General Document Upload:

Contact Information

Project Director

Project Director Name: Laura Shaver

Project Director Title: Management Analyst 2

Project Director Address: 100 High St NE Salem, OR 97301

Project Director Email: lshaver@co.marion.or.us

Project Director Phone Number: 503-589-3258

Designated Alternate

Designated Alternate Name: Kristy Witherell

Designated Alternate Title: Management Analyst 1

Designated Alternate Address: 100 High St NE Salem, OR 97301

Designated Alternate Email: kwitherell@co.marion.or.us

Designated Alternate Phone Number:	503-373-4402

Authorizing Official

Authorizing Official Name:	Jeremy Landers
Authorizing Official Title:	Undersheriff
Authorizing Official Address:	100 High St NE Salem, OR 97301
Authorizing Official Email:	jlanders@co.marion.or.us
Authorizing Official Phone Number:	503-588-7915

Grant Period

Grant Year:	2027
Project Start Date:	10/01/2026
Project End Date:	09/30/2027
Funding Type:	Federal Funded
Fed Funding Source:	405d
Assistance Listing:	20.616

EXHIBIT C

Standard Terms and Conditions

This Transportation Safety Office Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Office hereinafter referred to as ODOT or Agency, and Grantee, collectively referred to as the Parties.

Agreement Terms and Conditions

1. Effective Date. This Agreement is effective on the Effective Date. Reimbursements will be made for Project Costs incurred during the Grant Period.
No Grant Funds are available for expenditures incurred before or after the Grant Period.

2. Project.

a. Description. The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are pre-approved by Agency pursuant to **Section 2b** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

b. Project Change Procedures. Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, Grant Period, or Budget must be requested in writing and pre-approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the Grant Period.

c. Conditions of Project Approval. [RESERVED].

3. Grant Funds.

a. Use of Grant Funds. The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit A (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

b. Eligible Project Costs. The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and state law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

c. Reimbursement. ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with Section 4b(v) of this Agreement. ODOT will reimburse Grantee only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grantee shall not use Grant Funds for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

d. Conditions Precedent to Reimbursement. ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

(i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;

(ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under Section 11 of this Agreement has occurred or is occurring; and

(iii) ODOT has received and approved the reports and claims for Reimbursement submitted by Grantee.

e. Availability of Federal Funds. The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

4. Project Reporting and Management.

a. Definitions

(i) The "Project Director" is responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

(ii) The "Designated Alternate" serves as the authorized backup to the Project Director. This person may sign Quarterly Reports, reimbursement claims, and other required documents when the Project Director is unavailable. Their authority ensures that reporting and reimbursement deadlines are not missed due to scheduling conflicts, vacations, illness, or other circumstances

(iii) The "Authorizing Official" is the signatory of the Grant Agreement and the senior administrator with the legal authority to bind the organization to the terms of the Grant Agreement. This individual approves high-level submissions and ensures that the organization is willing and able to meet the obligations of the Project. The Authorizing Official may not be paid with Grant Funds. The Authorizing Official may be required to sign reimbursement claims when either the Project Director or Designated Alternate is being reimbursed through that claim or is not available. For example, if the Project Director has travel expenses on a claim, the Authorizing Official must sign that specific reimbursement to maintain proper separation of duties.

b. Project Director Responsibilities. The Project Director responsibilities include, but are not limited to:

(i) Accounting. Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 8a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) Personnel. Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) Hours **Worked**. Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) Quarterly **Reports.** Complete quarterly highway safety project reports ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period.

(v) Reimbursement **Claims**. Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency. If no expenses were incurred within the calendar quarter, Grantee must submit a Claim for Reimbursement indicating no that no expenses were incurred and that no reimbursement is requested. Claims for Reimbursement:

(A) Must be accompanied by the Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase, unless no expenses were incurred and no reimbursement is requested. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) May be submitted as often as monthly but must be submitted at least quarterly; and

(C) Must be signed (or electronically signed and approved, if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

c. Travel. Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

d. Development of Print or Production Materials.

(i) **Agency Rights**. Grantee shall provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights**. If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, or is a compilation that includes third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) Other **State/Federal Rights**. The rights granted or reserved under this section are subject to any requirements of the Federal or State Funding Agency, including those set forth in Exhibit C and C-1 of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

e. Equipment Purchased with Grant Funds.

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing $10,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than $10,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item must be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements**. Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

f. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation. Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, all employers, including Grantee and Grantee's subcontractors, if any, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits of not less than $500,000 each accident. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

5. Final Report. Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and

distinct from the required fourth Quarterly Report; this Final Report must cover the entire Grant Period. The Final Report must be submitted within 35 days following the last day of the Grant Period. The report must include the following elements:

a. Objective and Activities. A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

b. Costs. A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time must be identified;

c. Implementation. Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

d. Evaluation. Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

e. Completed Data Table. Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

6. Recovery of Grant Funds.

a. Recovery of Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

b. Audit.

(i) Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

(ii) Under 2 CFR 200.501, if Grantee receives federal awards in excess of $1,000,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

(iii) Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

7. General Representation and Warranties of Grantee. Grantee represents and warrants to ODOT as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

(i) have been duly authorized by all necessary action of Grantee;

(ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,

(iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and

(iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Gratuities. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 7** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Retention.

a. Records, Access to Records and Facilities. Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project until the date that is the later of: (i) any date required under 2 CFR 200.334 or (ii) six (6) years following the expiration of the Grant Period.

c. Expenditure Records. Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 8 shall survive any expiration or termination of this Agreement.

9. Sub-agreements.

a. Subcontractors. Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

b. Terms of Subcontracts. Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

(i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;

(ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;

(iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data; and

(iv) Any additional requirements imposed by federal law and set forth in **Exhibit C-1** as applicable, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Uniform Guidance), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), 16 (Debarment), and 17 (Certification of Conflict of Interest).

c. Conditional Terms. Where applicable, subcontracts shall include the following provisions:

(i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of $10,000);

(ii) Compliance with applicable equal employment opportunity requirements, including applicable provisions of Dept. of Labor regulations (41 CFR Part 60) ;

(iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of $2,500);

(iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of $25,000; and

(v) Any additional terms required by federal law and set forth in Exhibit C-1.

d. Subcontractor Indemnity/Insurance.

(i) **Indemnity**. Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon , the Oregon Transportation Commission, and the Oregon Department of Transportation and their respective officers, members, employees and agents from and against any and all claims, suits, actions, liabilities, damages, losses, cost or expenses, including attorneys' fees, of any nature whatsoever resulting from, arising out of, or relating to, , in whole or in part, the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee shall require the other party, or parties, to each of its subcontractss that are not units of local government as defined in ORS 190.003 to meet the minimum insurance requirements provided in Exhibit F. Grantee shall perform a risk assessment for the work to be performed under its subcontract(s) and may specify insurance requirements for its subcontractor(s) above the minimum insurance requirements specified in Exhibit F. Grantee shall verify that each of its subcontractor(s) meet the minimum insurance requirements in Exhibit F. Any insurance obtained by the other party to Grantee's subcontracts, if any, shall not relieve Grantee of the requirements of **Section** 9 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 656.027, must obtain Workers Compensation Coverage as described in **Section 4**.

(iii) Grantee shall include provisions in each of its subcontracts requiring its subcontractor(s) to comply with the indemnification and insurance requirements within this Subcontractor Indemnity/Insurance section.

10. Termination

a. Termination by Agency. Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

(i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;

(ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
(iv) The Project would not produce results commensurate with the further expenditure of funds; or

(v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or

(vi) Grantee fails to comply with any provision of this Agreement.

b. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

(i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or

(ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

c. Termination by Either Party. If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

11. Default.

a. Grantee Default. Any of the following constitutes a default by Grantee under this Agreement:

(i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;

(ii) Grantee fails to cure any performance as provided in **Section 10.c**;

(iii) Grantee fails to comply with any provision of this Agreement; or

(iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

b. Agency Default. Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

12. Remedies.

a. Agency Remedies. Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

(i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 10**;

(ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as provided in **Section 6**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy.

No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

b. Grantee Remedies. In the event Agency defaults on any obligation in this Agreement, Grantee's sole remedy will be for disbursement of the Grant for Costs of the Project properly incurred, not to exceed the Grant Amount, less any claims Agency has against Grantee.

13. General Provisions.

a. Contribution and Indemnification

1. Contribution. If Grantee is a unit of local government as defined in ORS 190.003, then:

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

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

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

(iv) This **Section 13.a.1.** shall survive any expiration or termination of this Agreement.

2. Indemnification. If Grantee is NOT a unit of local government as defined in ORS 190.003, then:

(i) Grantee shall defend, save, hold harmless, and indemnify the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation and their respective officers, members, agents and employees from an against all claims suits, actions, losses, damages liabilities, costs (including attorney's fees) and expenses of any nature whatsoever resulting from, arising out of, or relating to the intentional misconduct, or reckless or negligent acts or omissions of Grantee or its officers, employees, contractors, or agents under this Agreement.

(ii) State shall reasonably cooperate in good faith, at Grantee's reasonable expense, in the defense of a covered claim. Grantee shall select counsel reasonably acceptable to the Oregon Attorney General to defend such claim and all costs of such counsel shall be borne by Grantee. Counsel must accept appointment as a Special Assistant Attorney General under ORS Chapter 180 before such counsel may act in the name of, or represent the interests of, State, its officers, employees or agents. State may elect to assume its own defense with an attorney of its own choice and its own expense at any time State determines important governmental interests are at stake. State agrees to promptly provide Grantee with notice of any claim that may result in an indemnification obligation hereunder. Subject to the limitations noted above, Grantee may

defend such claim with counsel of its own choosing provided that no settlement or compromise of any such claim shall occur without the consent of State, which consent shall not be unreasonably withheld, conditioned or delayed.

(iii) This **Section 13.a.2.** shall survive any expiration or termination of this Agreement.
b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Insurance. If Grantee is NOT a unit of local government as defined in ORS 190.003, then Grantee shall meet the insurance requirements within Exhibit G.

d. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

e. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

f. No Third Party Beneficiaries. Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

g. Notices. Except as otherwise expressly provided in this Agreement, any communications or notices from Grantee to ODOT shall be given in writing and submitted electronically via ODOT's grant management system. Any communications from ODOT to Grantee shall be provided by personal delivery, facsimile, or email, to Grantee Project Director identified in Exhibit A in the Grant Agreement Cover and Signature Page or to such other addresses or numbers as either Grantee may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine . Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

h. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of 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. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

i. Compliance with Law. Grantee shall comply with all applicable federal (including those set forth in **Exhibit C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

j. Independent Contractor. Grantee shall perform the Project as an independent contractor and not as an agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

l. Counterparts. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to

the same counterpart. Each copy of this Agreement so executed shall constitute an original.

m. Integration and Waiver. This Agreement, and the attached Exhibits, constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

Exhibit C-1
SUMMARY OF FEDERAL REQUIREMENTS
ANNUAL FFY CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS
(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)

Additional Required Federal Terms and Conditions for Grants funded with Federal Funds

General Applicability and Compliance. Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity. Grantee shall comply and require all subcontractors to comply with all applicable equal employment opportunity requirements, including applicable provisions of Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds $150,000 then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

4. Other Environmental Standards. Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

5. Energy Efficiency. Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

6. Audits.

a. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. Under 2 CFR 200.501, if Grantee receives federal awards in excess of $1,000,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

c. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

7. Federal Intellectual Property Rights Notice. The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

a. The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant**.**

8. Uniform Guidance and Administrative Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

b. Procurement Standards. When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for federally funded projects 2 CFR §§ 200.318 through 200.327, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

9. Federal Whistleblower Protection. Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

10. Nondiscrimination. Grantee will comply with all applicable Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

•Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

• Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

• The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

• The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not); and

• Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

In addition, Grantee:

• Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.

• Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

• Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

• Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

• Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:
"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2l and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program"

11. Buy America Act. All material and equipment purchased under this Agreement shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

Grantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires Grantee to purchase with Federal funds only steel, iron and manufactured products produced in the

United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

12. Prohibition on Using Grant Funds to Check for Helmet Use. Grantee will not use Grant Funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

13. Certification Regarding Federal Lobbying.
Certification for Contracts, Grants, Loans, and Cooperative Agreements.
Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. Grantee shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. If Grantee fails to file the required certification it shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

14. Restriction on State Lobbying. None of the Grant Funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

15. Certification Regarding Debarment and Suspension.

1. Grantee certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. If Grantee is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this agreement.

Instructions for Lower Tier Certification

1. By signing and submitting this agreement, the Grantee is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. Grantee shall provide immediate written notice to the person to which this proposal is submitted if at any time Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this agreement is submitted for assistance in obtaining a copy of those regulations.

5. Grantee agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. Grantee agrees by submitting this agreement that is it will include the clause titled “Instructions for Lower Tier Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

7. Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Grantee is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (https://www.sam.gov/)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5, if Grantee knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, Grantee may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. Grantee certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where Grantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

16. Certification on Conflict of Interest. No employee, officer or agent of Grantee who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this Agreement shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. Grantee shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

a. The code or standards shall provide that Grantee's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub awardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. Grantee shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

Grantee, including its officers, employees or agents, shall not perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1.Grantee shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from Grantee. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Oregon Department of Transportation

EXHIBIT D
The Federal Funding Accountability and Transparency Act (FFATA)

Activity Type: Federal Funding Accountability and Transparency Act (FFATA) Data

Status: FFATA Completed

Owner: Laura Shaver

Staff: Rosalee Senger

The Federal Funding Accountability and Transparency Act (FFATA)

FFATA is designed to increase transparency and improve the public's access to federal government informatio
end, FFATA, as amended, requires that executive compensation data be reported for all new federal grants fun
$30,000 or more with an award date on or after October 1, 2010. As such, Oregon Department of Transportatio
must report executive compensation data as addressed in this Exhibit D. The certifications below represent ma
facts upon which ODOT relies when reporting information to the federal government required under federal law
later determines that the subrecipient knowingly rendered an erroneous certification, ODOT may pursue all ava
remedies in accordance with Oregon and U.S. law. Signor further agrees that it will provide immediate written n
ODOT if at any time Signor learns that any of the certifications provided for below were erroneous when submit
have since become erroneous by reason of changed circumstances.

**If the Signor cannot certify all of the statements contained in this section, Signor must provide written
ODOT detailing which of the below statements it cannot certify and why.**

More detailed information regarding FFATA can be located at
https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08

Sub-Recipient Information

Legal Name of Subrecipient

Marion County Sheriff's Office

Street Address

100 High St NE Salem, OR 97301

City

Salem

State

Oregon

ZIP

97301

ZIP Code (9 Digits)

9-digits Required. www.usps.com

973013640

Subrecipient Unique Entity Identifier

> 12-digits Required https://sam.gov/content/home

FCG7FDMD87L9

FFATA Contact # 1

Name

Laura Shaver

Email

lshaver@co.marion.or.us

Phone

503-589-3258

FFATA Contact # 2

Name

Kristy Witherell

Email

KWitherell@co.marion.or.us

Phone

503-373-4402

Executive Compensation Information

Did your organization have a gross income, from all sources, of less than $300,000 in your previous tax year?

No

A - Certification Regarding % of Annual Gross from Federal Awards.

> Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

No

B - Certification Regarding Amount of Annual Gross from Federal Awards.

> Did your organization receive $25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

No

C - Certification Regarding Public Access to Compensation Information.

> If your answer is "Yes" to both question "A" and "B", you must answer question "C".
> If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.
>
> Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

--Select One--

I hereby certify the information contained on this form is complete and accurate to the best of my knowledge

☑ Acknowledge

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Name: Laura Shaver

Title: Management Analyst 2

Oregon Department of Transportation

EXHIBIT E
INFORMATION REQUIRED BY 2 CFR § 200.332(a)(1)

Activity Type: Federal Award Identification

Status: Completed

Owner: Naomi Dwyer

Staff: Naomi Dwyer

Federal Award Identification

Subrecipient Name

> This must match the name associated with its unique entity identifier.

Marion County Sheriff's Office

Subrecipient Unique Entity Identifier

> e.g. UEI number

FCG7FDMD87L9

Federal Award Identification Number (FAIN)

69A3752630000405DORM

Federal Award Date

10/01/2026

Sub-award Period of Performance Start Date

10/01/2026

Sub-award Period of Performance End Date

09/30/2027

Sub-award Budget Period Start Date

10/01/2027

Sub-award Budget Period End Date

09/30/2026

Total Amount of Federal Funds Obligated by this Agreement

$177,466.73

Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement

> The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

$177,466.73

Total Amount of Federal Award committed to the Subrecipient by the pass-through entity

$177,466.73

Federal Award Project Description:

The Marion County Sheriff's Office (MCSO) aims to reduce the significant number of traffic-related deaths and serious injury crashes on county roadways through sustained impaired driving enforcement.

This project will support this goal by providing 2,080 hours of dedicated impaired driving enforcement activity. Due to current budgetary and staffing constraints, MCSO is unable to dedicate staff to impaired driving enforcement without additional resources. Deputies assigned to the project will be available to proactively enforce impaired driving, assist other deputies who encounter impaired drivers during routine patrols, and serve as a resource during investigations when impaired driving is suspected as a contributing factor to crashes. Impaired driving enforcement will begin in October 2026 and occur throughout the grant period. Dedicated enforcement will focus on evenings, weekends, holidays, and other times associated with elevated impaired driving activity.

Project activities will be conducted throughout Marion County and in the contracted service cities of Sublimity, Jefferson, and the East Salem Service District. While impaired driving enforcement will be conducted on all county roadways, particular attention will be paid to the designated safety corridor along McKay/Yergen/Ehlen roads and the planned safety corridor along Cordon/Silverton roads. Additional emphasis will be paid on Lancaster Drive due to the concentration of drinking establishments in the area.

Name of Federal Awarding Agency

NHTSA

Name of pass-through entity

ODOT Transportation Safety Office

Contact information for awarding official of the pass-through entity

LeeAnne Fergason

Assistance Listings Number and Title

> Use https://sam.gov/content/assistance-listings to search.

20.616

Assistance Listings Amount

$177,466.73

Is Award Research and Development?

- ○ Yes
- ◉ No

Indirect cost rate for the Federal award

10.56%

Vendor or Sub-Recipient Determination

> In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

- ◉ Grantee is a subrecipient
- ○ Grantee is a vendor
- ○ Not Applicable

EXHIBIT F
SUBCONTRACTOR INSURANCE REQUIREMENTS

1. GENERAL.

a. Grantee shall require in its subcontracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its subcontractors: i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subcontract commences, and ii) maintain the insurance in full force throughout the duration of the subcontract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the state of Oregon and that are acceptable to the Grantee. Grantee shall not authorize work to begin under subcontracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the subcontract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Grantee permit work under a subcontract when Grantee is aware that the subcontractor is not in compliance with the insurance requirements.

b. The insurance specified below is a minimum requirement that the Grantee shall require each of its subcontractors to meet, and shall include such requirement in each of Grantee's subcontracts with its subcontractors. Grantee may determine insurance types and amounts in excess of the minimum requirements as deemed appropriate based on the risks of the work outlined within the subcontract.

c. Grantee shall require each of its subcontractors to require that all of its contractors carry insurance coverage that the subcontractor deems appropriate based on the risks of the contracted work. Grantee's subcontractors shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subcontractor contract(s).

2. TYPES AND AMOUNTS.

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.

All employers, including Grantee's subcontractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits not less than $500,000 each accident. **Grantee's subcontractors shall require compliance with these requirements in each of their contractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Grantee's subcontractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than **$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **$2,000,000**.

c. AUTOMOBILE LIABILITY.

Automobile Liability insurance covering business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than **$1,000,000**.

d. EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.

The liability coverages, except Workers' Compensation/Employer's Liability, if included, must endorse the **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the subcontractor's activities to be performed under the subcontract. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to the Grantee.

3. NOTICE OF CANCELLATION OR CHANGE.

The subcontractor or its insurer must provide thirty (30) days' written notice to Grantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) OF INSURANCE.

Grantee shall obtain from the subcontractor a certificate(s) of insurance for all required insurance before the subcontractor performs under the subcontract. The certificate(s) of insurance must identify or attach endorsements that endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Workers' Compensation/Employer's Liability.

The Grantee shall immediately notify ODOT of any change in insurance coverage.

EXHIBIT G
GRANTEE INSURANCE REQUIREMENTS

1. GENERAL.

a. If Grantee is NOT a unit of local government as defined in ORS 190.003, then Grantee shall: i) obtain at the Grantee's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Grantee shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the state of Oregon and that are acceptable to ODOT. Coverage shall be primary and noncontributory with any other insurance and self-insurance with the exception of Workers' Compensation/Employer's Liability. Grantee shall pay for all deductibles, self-insurance retention and self-insurance, if any.

b. INSURANCE REQUIREMENT REVIEW.
Grantee agrees to periodic review of insurance requirements by ODOT under this Agreement and to provide updated requirements as mutually agreed upon by Grantee and ODOT.

2. TYPES AND AMOUNTS.

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.
All employers, including Grantee, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with coverage limits of not less than $500,000 each accident.

b. COMMERCIAL GENERAL LIABILITY.
Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Grantee shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability insurance shall not be less than the following amounts as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than **$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **$2,000,000**.

c. AUTOMOBILE LIABILITY.
Automobile Liability insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property damage. Automobile Liability insurance shall not be less than the following amount as determined by ODOT:

Coverage shall be written with a combined single limit of not less than **$1,000,000**.

d. EXCESS/UMBRELLA LIABILITY.
A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

e. ADDITIONAL INSURED.
The liability insurance coverages, except Workers' Compensation/Employer's Liability, if included, must endorse the "**State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees**" as an **endorsed** Additional Insured but only with respect to the Grantee's activities to be performed under this Agreement. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to ODOT.

3. **NOTICE OF CANCELLATION OR CHANGE.**
Grantee or its insurer must provide thirty (30) days' written notice to ODOT before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. **CERTIFICATE(S) OF INSURANCE.**
ODOT shall obtain from Grantee a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) of insurance must identify or attach endorsements that endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception Workers' Compensation/Employer's Liability.

5. **STATE ACCEPTANCE.**
All insurance providers are subject to ODOT acceptance. If requested by ODOT, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODOT's representatives responsible for verification of the insurance coverages required under this **Exhibit G**.

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: November 4, 2026

Department: Community and Economic Development

Title: Detroit Marinas Excavation Project Archaeological Services Agreement

Management Update/Work Session Date: November 3, 2026 **Audio/Visual aids** ☐

Time Required: 5 **Contact:** Brian Smith **Phone:** 503-588-5234

Requested Action:
Consider approval of an inter governmental agreement with the University of Oregon to provide $187,241 over the next year for archaeological field investigation, analysis, and reporting required to support the Detroit Lake Marinas Excavation Project.

Issue, Description & Background:
The Detroit Lake Marinas Excavation Project consists of the proposed excavation of approximately 144,000 cubic yards of accumulated sediment from beneath Detroit Lake Marina and Kane's Marina.

The University of Oregon Museum of Natural and Cultural History scope covers the archaeological field investigation, analysis, and reporting required to support the Detroit Lake Marinas Excavation Project. The University will analyze the findings, prepare a determination of eligibility and recommendations for any additional work or effect documentation, and submit a report meeting Tribal and State Historic Preservation Office standards.

Financial Impacts:
The total cost of the scope is $187,241 funded from two sources: American Rescue Plan Act ($135,000), Opal Creek Construction Funds ($50,387); and the contract total includes one percent Contingency ($1,854).

Impacts to Department & External Agencies:
The approval of this agreement will provide funding to support the implementation of Detroit Lake Marinas Excavation Project.

List of attachments:
Agreement CS-7293-26

Presenter:
Chip Bury

Department Head Signature:
Kelli Wurse

Contract Review Sheet

Intergovernmental Agreement **CS-7293-26**

Title: **Detroit Marinas Archaeological Services**

Contractor's Name: **University of Oregon**

Department: **Community and Economic Development Departi** Contact: **Krista Ulm**

Analyst: **Kathleen George** Phone #: **(503) 373-4447**

Term - Date From: **November 16, 2026** Expires: **September 30, 2027**

Original Contract Amount: **$ 187,241.00** Previous Amendments Amount: **$ -**

Current Amendment: **$ -** New Contract Total: **$ 187,241.00** Amd% **0%**

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

Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)**

Description of Services or Grant Award

Detroit Marinas Archaeological Services

Desired BOC Session Date: **11/4/2026** Contract should be in DocuSign by: **11/11/2026**

Agenda Planning Date **~~11/19/2026~~** Printed packets due in Finance: **11/17/2026**

Management Update **11/3/2026** BOC upload / Board Session email: **11/18/2026**

BOC Session Presenter(s) Chip Bury Code: **Y**

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date

REQUEST FOR AUTHORIZATION OF CONTRACT
CS-7293-26

Date: October 27, 2026
To: Chief Administrative Officer
Cc: Contract File
From: Krista Ulm

I. Subject: Retroactive

The Marion County Community and Economic Development Department is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with University of Oregon (UofO) for the ARPA Detroit Marinas Archaeological Services with a value of $187,241.00 and will be effective retroactive to 11/16/2026 upon approval.

A. BACKGROUND
The excavation project for Detroit Lake Marina and Kane's Marina was halted pending an archaeological analysis which was not initially required. Since this is a grant funded project through ARPA and must be expended by 12/31/26, we immediately reached out to the UofO Museum of Natural and Cultural History to negotiate the project summary, timeline and cost. Marion County Business Services has an on-call archaeological contract with UofO (BS-5706-23) and a Work Order Authorization was signed 8/27/26 to allow initial phases of the work to begin while getting a full scope contract drafted and executed.

B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:
See Background.

C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:
The delay was beyond our control since an archaeology study was not required by the Army Corps of Engineers (ACE) when this project was started a few years ago.

Submitted by:	Reviewed by:
_____	_____
Krista Ulm Department	Contracts & Procurement
Acknowledged by:	Acknowledged by:
_____	_____
Department Head	Jan Fritz, CAO

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and UNIVERSITY OF OREGON
CS-7293-26

1. PARTIES TO AGREEMENT

This Agreement between University of Oregon Museum of Natural and Cultural History, hereafter called Agency, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Intergovernmental Cooperation).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Agency will provide County with archaeological services at Detroit Lake for the Detroit Lake Marinas Excavation Project.

2.1 All archaeological work will meet standards established by the Oregon State Historic Preservation Office and will be directed by the Agency.

2.2 Agency is required to meet the professional qualifications of the secretary of Interior's Standards and Guidelines in Archaeology and Historic Preservation and conduct all work in compliance with state law that addresses archaeological resources on public lands (ORS 358.653).

2.3 Permitting and consultation tasks began in August 2026 as authorized under an existing Intergovernmental Agreement No. BS-5706-23 between County and Agency. An Archaeological Resource Protection Act (ARPA) permit application was submitted to the United States Army Corp of Engineers (USACE) on September 11, 2026.

2.4 The work required under this Agreement is associated with the archaeological field investigation and reporting.

2.5 Services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period of November 16, 2026 through September 30, 2027 unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 calendar days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.4 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:

3.4.1 If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.

3.4.2 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.

3.4.3 If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

3.4.4 If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.

3.4.5 If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within fourteen (14) days of the Agency's receipt of the written notice of breach or such longer period as the County may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

4.1 The total amount paid under this Agreement shall not exceed $187,241.00. Agency shall receive $135,000.00 upon execution of this Agreement and receipt of an invoice. The remaining allowable amount will be paid following project completion. Any advance payment exceeding documented allowable costs shall be returned to County.

4.2 Requests for payment shall be submitted to the County to the attention of: Community and Economic Development Department at the following address: PO Box 14500, Ste 3231 Salem, OR 97301 or via email to CSReporting@co.marion.or.us. Final invoices are due no later than 30 days after project completion.

4.3 If specified below, county's payments to Agency under this Agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Agency certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal

government. If applicable, Contractor shall comply with Appendix II to Title 2, Part 200 of the Code of Federal Regulations. See Exhibit B.

In accordance with 2 CFR 200.331, Agency has been designated:
☐ Subrecipient
☒ Contractor/Vendor
☐ Not applicable – (there are no federal funds tied to the contract)

Assistance Listing Number (ALN) of federal funds: 21.027

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 UNDER THE TERMS OF THIS AGREEMENT:

Agency shall perform the archaeological field investigation, analysis, reporting, and related deliverables described in the Detroit Lake Marinas Excavation Project (Archaeological Tasks, Analysis, and Reporting) proposal dated September 16, 2026, attached as Exhibit A and incorporated into this Agreement by reference. The following provisions summarize that scope. In the event of a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall control. Additional archaeological investigations, evaluation of newly identified disposal areas, or mitigation beyond the scope and budget expressly provided in Exhibit A require prior written authorization by County and, where applicable, an amendment to this Agreement.

5.1.1 Pedestrian Survey and Exploratory Probing.

Description: Conduct baseline archaeological pedestrian survey and subsurface probe testing across seven project areas, including both marinas, the rock pile area, Kane's terrace disposal area, the walking path, and staging areas.

Key Activities: Excavate up to 226 square 30 × 30 cm shovel probes, generally at 20-meter intervals, except within the marinas where 40-meter intervals will be used. Conduct deeper probing in marina areas as appropriate due to prior ground disturbance and sedimentation.

Deliverables: Documentation of pedestrian surveys and exploratory probing, including probe locations, depths, results, and any identified cultural resources.

Milestones: Completion of the baseline surveys and exploratory probing; identification of any need for separate NRHP eligibility investigations.

5.1.2 Site Testing at the Peninsula (35MA66)

Description: Evaluate the portion of archaeological site 35MA66 within the Area of Potential Effects (APE) associated with the proposed Peninsula Extension to determine

whether that portion contributes to the site's eligibility for listing in the National Register of Historic Places (NRHP).

Key Activities: Excavate up to 320 square 30 × 30 cm shovel probes on a 20-meter grid and up to 60 quarter test units (50 × 50 cm). Combine test units into larger units where warranted by artifact concentrations or archaeological features. Assess the distribution, integrity, and significance of cultural deposits.

Deliverables: Documentation of shovel probing and site testing results, together with an assessment of NRHP eligibility for the portion of site 35MA66 within the APE.

Milestones: Completion of field testing and preparation of findings for inclusion in the archaeological report.

5.1.3 Reporting & Documentation

Description: Prepare archaeological reporting and documentation supporting Section 106 consultation based on investigations conducted under this Agreement.

Key Activities: Prepare an integrated archaeological report presenting survey, probing, and site testing results; include a mini-Determination of Eligibility and recommendations for additional investigations or mitigation where warranted; prepare Finding of Effect documentation if required; and complete or update applicable cultural resource recording forms.

Deliverables: Draft and final archaeological reports, eligibility documentation, applicable site forms, and recommendations concerning any additional work or consultation needs. Include curation and delivery of materials as described in Exhibit A.

Milestones: Submit the draft report for interested Tribal and agency review; address comments received, including applicable SHPO comments; and submit the final report meeting applicable Tribal and SHPO standards to SHPO and County. Third-party approval or concurrence is not itself a deliverable guaranteed by Agency.

5.1.4 The Agency shall participate in project meetings scheduled by the parties and provide the County with progress updates.

5.1.5 Preliminary Findings. The Agency shall provide the County with preliminary results no later than January 2027. The working draft shall summarize initial findings, identify potential implications for the project, and describe any anticipated need for additional investigation or mitigation to support an initial briefing to the Board of Commissioners.

5.2 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

5.2.1 The County shall provide available project information, identify its authorized project contacts, provide direction when County decisions are required, review the Agency's deliverables and invoices, and pay approved invoices in accordance with Section 4 of this Agreement.

6. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

7. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

8. MUTUAL INDEMNIFICATION

8.1 . Each party shall be responsible for its own negligent or wrongful acts and omissions and those of its officers, employees, agents, contractors, and representatives in connection with this Agreement. To the extent permitted by applicable law, each party shall defend, indemnify, and hold harmless the other party, including its officers, employees, agents, and representatives, from and against claims, suits, actions, losses, damages, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or resulting from the negligent or wrongful acts or omissions of the indemnifying party or its officers, employees, agents, contractors, or representatives in the performance of this Agreement.

8.2 The County's obligations under this section are subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, the Oregon Constitution, Article XI, section 7, and any other applicable limitations on the liability or indemnification obligations of the County. Agency's obligations under this section are subject to the limitations and restrictions of the Oregon Constitution (Article XI, section 7) and the Oregon Tort Claims Act (ORS 30.260 through 30.300). Nothing in this Agreement shall be construed as requiring either Party to indemnify, defend, or hold harmless the other Party for the negligent or wrongful acts or omissions of the other Party or its officers, employees, agents, contractors, or representatives.

9. DEFENSE AND SETTLEMENT

The party providing indemnification shall have control of the defense and settlement of any claim subject to its indemnification obligation, provided that it shall not settle any claim or enter into any agreement that imposes liability, an admission of fault, or any obligation on the other party without the other part's prior written consent. Neither party, nor any attorney engaged by that party, shall defend a claim in the name of or purport to act as legal counsel for the other party without the prior authorization of that party's legal counsel. The indemnified party may, at its own election and expense, participate in or assume its own defense and settlement of any claim.

10. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 TO 30.300).

11. MERGER CLAUSE

Parties concur with and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

12. NOTICES

Any notice required to be given to the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:
Sponsored Projects Services
5219 University of Oregon
Eugene, OR 97403-5219
sponsoredprojects@uoregon.edu

For County:
Community and Economic Development Department
555 Court St NE Ste 3120
CSReporting@co.marion.or.us

13. SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this agreement to be executed on the date set forth below.

MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

UNIVERSITY OF OREGON

Authorized Signature: _____ Date: _____

Title: Contracts Officer, Sponsored Projects Services

UNIVERSITY OF OREGON | Museum of Natural and Cultural History

EXHIBIT A

September 16, 2026

TO: Chip Bury
Economic Development Program Manager
Marion County
(503) 930-9321; CBury@co.marion.or.us

FR: Chris Ruiz, Brian Lane, and Andrew Boehm
University of Oregon Museum of Natural and Cultural History
(541) 346-2568; cruiz@uoregon.edu

RE: Detroit Lake Marinas Excavation Project (Archaeological Tasks, Analysis, and Reporting)

Marion County is proposing excavation of 144,000 cubic yards of sediments underneath two commercial marinas on the Detroit Lake Reservoir. The removal of sediment will allow both marinas to extend their summer season and further support local businesses that rely on summer recreation, driving economic development in the area. Marion County has proposed three options for excavated sediment disposal areas associated with this project. Option 1 includes excavating at both marinas and placing excavated sediments on the peninsula to extend it and create a recreational area. Option 2 includes excavation at both marinas and disposing of sediments at an undecided upland site outside the reservoir. Option 3 includes excavation at both marinas and disposing of sediments away from the reservoir or in portions of the reservoir east of Kane's Marina. A review of the Oregon State Historic Preservation Office (SHPO) Oregon Archaeological Records Remote Access (OARRA) database identified a single site, 35MA66, overlapping the peninsula portion of the APE that is considered within option 1.

Marion County has requested that the University of Oregon Museum of Natural and Cultural History (MNCH) provide a cost estimate for tasks related to project compliance with Section 106 of the National Historic Preservation Act (Section 106). Permitting and consultation tasks began in late August 2026. This work was authorized under an existing IGA No. BS-5706-23 with Marion County and the University of Oregon. A permit application for an Archaeological Resource Protection Act (ARPA) permit was submitted to the USACE on September 11, 2026. This proposal covers cost estimates associated with the archaeological field investigation and reporting.

Task 1 – Pedestrian Survey and Exploratory Probing

Baseline archaeological pedestrian survey will be completed and are anticipated to be required in the seven areas of the project, including both marinas, rock piling area adjacent to the marinas, Kane's terrace disposal area, the walking path, and staging areas (Figure 1). Additionally, it is anticipated that subsurface exploratory probes will be required in both marinas, Kane's terrace disposal area, the rock pile area adjacent to the marinas, and along the widened walking path. We propose that up to 226 square 30×30-cm shovel probes be excavated, most at 20-m intervals, except within the marinas where 40-m intervals will be used. Deeper probing is recommended at these locations due to the depth of ground disturbance in the marinas and the extent of sedimentation in the reservoir. If archaeological sites were identified during baseline investigations, additional funding might be necessary to evaluate the sites for National Register of Historic Places (NRHP) eligibility.

An equal opportunity, affirmative action institution committed to cultural diversity and compliance with the Americans with Disabilities Act

If an additional disposal area is identified for Option 2, then that location would also require a baseline archaeological investigation, and additional funds would be required.

Task 2 – Site Testing at 35MA66

Option 1 (Peninsula Extension) will require the disposal of removed sediments on portions of site 35MA66. The site is described as a lithic scatter with artifacts distributed over a large area measuring approximately 1200 m east-west by 900 m north-south. The site contains two primary loci (Locus A and B). Locus A is located at the north end of the site while Locus B is situated in the southern portion of the Detroit flats in the vicinity of the proposed Peninsula Extension aspect of the project, although the exact location of Locus B can only be estimated from sketch maps. Kelly (2005) revisited portions of the site to conduct site testing. This investigation partially overlaps the eastern end of the Option 1 peninsula placement area. During testing, a limited assemblage of artifacts, including 122 pieces of debitage, one projectile point, and one utilized flake, was recovered. The artifacts were nearly all recovered in a 60×20 m area. Notably, the projectile point was found 48 cm below the ground surface (Kelly 2005:48). Kelly (2005:24) concluded that the site was not NRHP-eligible due to poor site integrity, lack of a distinct buried component, extensive disturbance, lack of features, and low artifact density. However, the site is unique and rare because the projectile points primarily consist of late Pleistocene to early Holocene-aged western stemmed and Cascade-style points. While partially disturbed, this site contains evidence of some of the earliest people in Oregon west of the Cascade Range.

We recommend testing portions of the site that overlap the proposed Option 1 disposal area to determine whether the portion of the site within the APE contributes to the site 35MA66 NRHP eligibility. Due to the potential extent of ground disturbance associated with this option (ca. 29 acres), site testing would include site sampling across the APE using 30×30-cm square shovel probes on a 20 m grid to identify areas of potential artifact concentrations and to determine the spatial distribution of cultural deposits. We anticipate that up to 320 shovel probes will be required to cover this area. Once spatial distributions are identified, additional site testing will use 50×50-cm quarter test units (QTUs). We anticipate that up to 60 QTUs may be required to evaluate the NRHP eligibility of site 35MA66 within the APE. QTUs can be combined to form larger units (1×0.5-m or 1×1-m units) if dense concentrations of artifacts or features need additional investigation.

The final report will include both archaeological probing and testing results for the project and a mini-Determination of Eligibility, as well as recommendations for additional investigations and Finding of Effect documentation if warranted. Appropriate recording forms will be completed or updated for identified cultural resources, and a report that meets Tribal and SHPO standards will be submitted to SHPO and Marion County.

Because archaeological resources are typically unknown at the start of a project, the museum typically works on a cost-reimbursable basis, and final charges are based on actual costs incurred. The budget should be considered a not-to-exceed cost based on the parameters outlined.

References

Kelly, Cara M. 2005. *Detroit Flats (35MA66) Archaeological Site Testing.* Detroit Ranger District, Willamette National Forest. On file at the Oregon State Historic Preservation Office, Salem (SHPO Report No. 20367).

Proposed Work Schedule

October to November 2026:	Permit issued.
November to December 2026:	Fieldwork to begin at drawdown (minimum of two-week notice to primary contacts before fieldwork)
January 2027:	Preliminary results communicated to primary contact.
February 31, 2027:	Draft report to primary contact with recommendations. If no further work is recommended, the report proceeds through the review process (see timeline below). If mitigation is required, negotiations for the Memorandum of Agreement begin.
March 1, 2027:	Thirty-day interested tribes and agency review period of draft report
April 1, 2027:	Ten-day report revisions based on interested tribes and agency feedback
April 10, 2027:	Thirty-day Oregon SHPO review
May 10, 2027:	Ten-day report revisions based on SHPO feedback
May 20, 2027:	Final report to agency contact.
June 20, 2027:	Curation and delivery to the Burke Museum
September 30, 2027:	Final billing

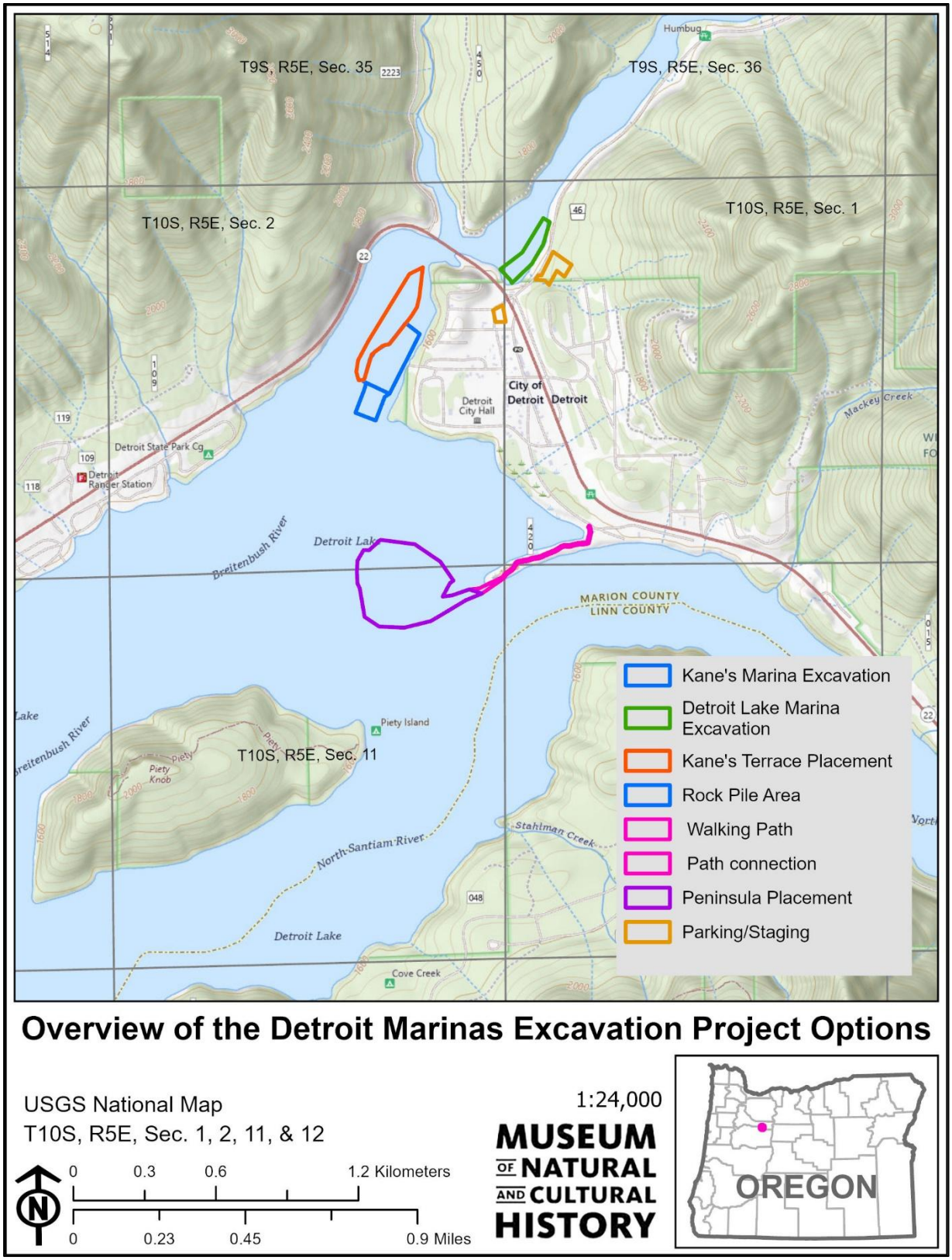


Figure 1. Location of the Detroit Marinas Excavation Project area in Marion County, Oregon.

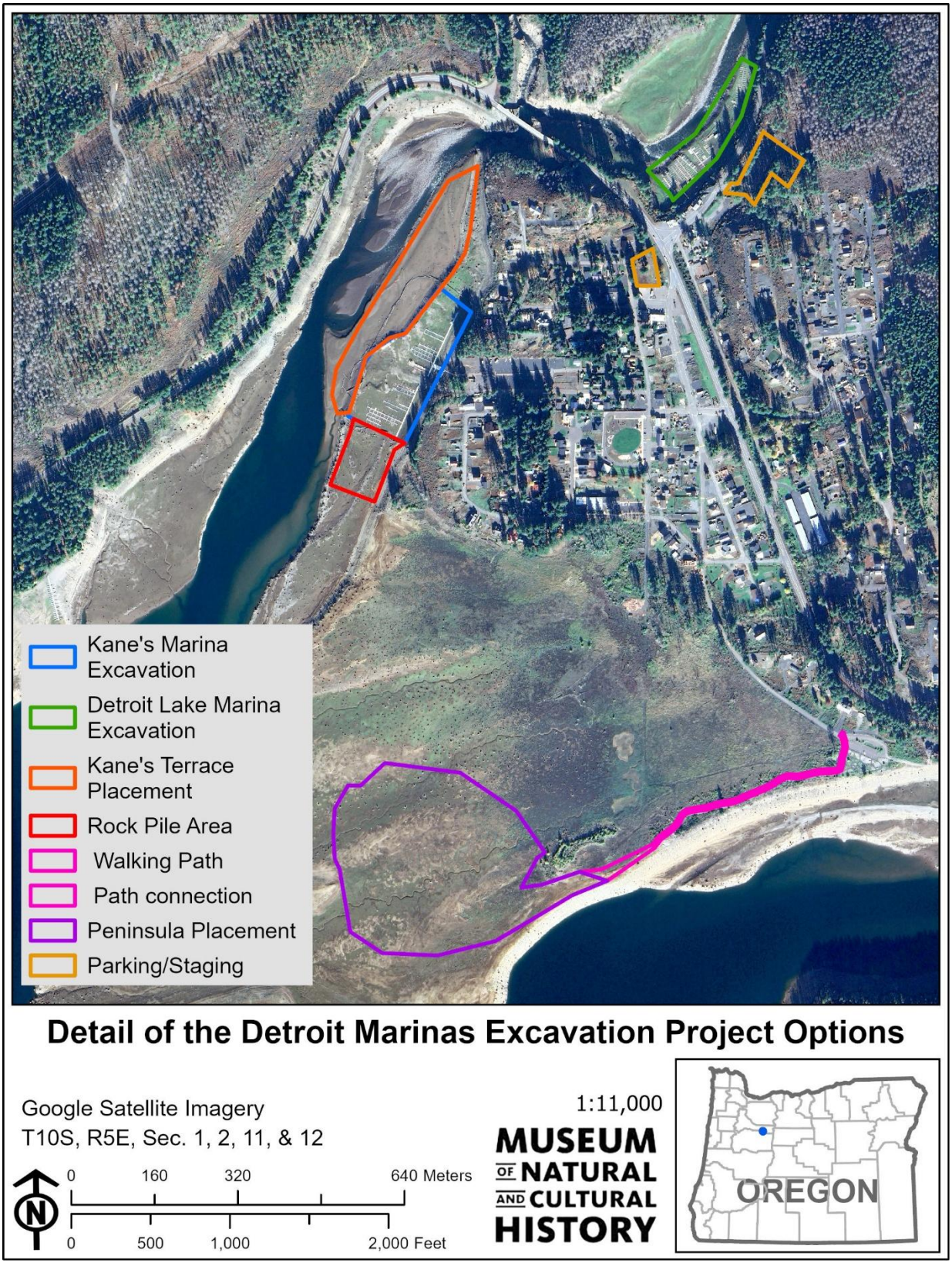


Figure 2. Detail map of the Detroit Marinas Excavation Project area, Marion County.

Detroit Marinas Excavation Project Archaeological Tasks
Budget Proposal

WAGES:[1]		
Task 1 – Exploratory Probing Fieldwork		
Project Director 8 days @ $440/day	3,520	
Crew Chief 8 days @ $306/day	2,448	
5 Field Crew 8 days @ $155/day	6,200	
Task 2 – Site Testing Fieldwork:		
Project Director 20 days @ $440/day	8,800	
Crew Chief 20 days @ $306/day	6,120	
5 Field Crew 20 days @ $155/day	15,500	
Lab Analysis:		
Project Director 5 days @ $440/day	2,200	
Historic Archaeologist 2 days @ $306/day	612	
Lithic specialist 4 days @ $306/day	1,224	
Faunal specialist 2 days @ $440/day	880	
Lab Assistant 3 days @ $155/day	465	
Research/Report Preparation:		
Project Director 15 days @ $440/day	6,600	
Historic Archaeologist 2 days @ $306/day	612	
Lab Assistant 3 days @ $155/day	465	
GIS specialist 1 day @ $306/day	306	
Technical editor 3 days @ $306/day	918	
Project Closeout:		
Lab Manager 2 day @ $306/day	612	
Subtotal	57,482	
Payroll Assessments: 76.5% of Subtotal	43,974	
Total Wages:		$ 101,456
TRAVEL:		
7 people for 28 days @ $178/day	34,888	
Total Travel:		34,888
SERVICES AND SUPPLIES:		
Expendable supplies	50	
Field vehicle use (GSA rate $0.725/mile)	1,595	
Curation	1,400	
Total S&S:		3,045
SUBTOTAL:		139,389

INDIRECT COSTS (33% of Subtotal):	45,998
TOTAL PROJECT COSTS:	$ 185,387

Budget date: June 16, 2026

[1] Project personnel days are used for the purpose of estimating total project costs and do not constitute effort commitments to be tracked and documented by the University of Oregon.

Exhibit B -

APPENDIX II TO PART 200-CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report a11 suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Domestic preference for procurements.

(K) Audit Requirements of 2 CFR §200.SXX (Subpart F)

i. Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or Federal law.

ii. If Subrecipient expends Federal awards in excess of$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.

iii. Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

(L) System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.

(M) Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC§ 4712.

(N) See§ 200.216 Prohibition of certain telecommunications and video surveillance services or equipment.

(0) See § 200.323 Procurement of recovered materials.

(P) Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of lnspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

(Q) Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

(R) Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310-200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the Federal funding.

(S) The use of lead-based paint on any interior or exterior surface is prohibited. For properties constructed prior to 1978, the construction work performed under this contract is subject to the Lead-Based Paint Regulations adopted by the Department of Housing and Urban Development (24 CFR Part 35) and by the State of Oregon (OAR 333.069). Section 3 of the Housing and Community Development Act (Applicable to contracts/subcontracts of $100,000 or more when the recipient received a total of $200,000 or more in Federal funding.) In hiring or soliciting businesses for goods, services or other types of work, consideration must be given to local residents and firms. The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from the U.S. Department of

Housing and Urban Development and is subjected to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC l 70(1)(u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income persons residing in the project's County, and contracts for work in connection with the project be awarded to eligible business concerns which are located, or owned in substantial part by persons residing, in the project County.

(T) Projects funded with HOME must meet HUD Section 8 Housing Quality Standards (24 CFR 982.401) upon completion of the assisted project. Examples of repairs that would need to be addressed include inadequate plumbing, heating, or electrical systems or failing structural components. Recipients of Federal funds shall be responsible for an initial determination, with the review and approval of the Community Development Division staff, of the scope of work to be performed at the project site. An initial HQS inspection is recommended to determine deficiencies that will need to be included in the scope of work. At a minimum, the scope of work to be performed on a property must correct any HQS deficiencies upon project completion. The project contractor(s) are required to adhere to all applicable building codes and either the owner or the contractor(s) shall obtain all required building permits. Where permits are required, documentation that all work has passed final inspections must be provided prior to final payment to the contractor(s).

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13,2020]

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/4/2026

Department: Public Works

Title: Public Hearing for Solid Waste Collection Rate Change

Management Update/Work Session Date: 09/10/2026 & 10/01/2026 **Audio/Visual aids** ☐

Time Required: 15 minutes **Contact:** Brian May **Phone:** (503) 365-3147

Requested Action:
Conduct a public hearing in accordance with Marion County Code (MCC) 8.05.480 to consider recommended changes to municipal solid waste collection rates within unincorporated areas of Marion County.

Issue, Description & Background:
Public Works staff, with the assistance of Bell & Associates, Inc., have analyzed cost of service analysis (COSA) data and an accompanying rate change request submitted by Marion County's seven franchise haulers. The proposed rates are reasonable and would result in projected return on investment (ROI) within the range specified in the franchise agreements.

Financial Impacts:
This may affect customers located in the unincorporated areas of Marion County.

Impacts to Department & External Agencies:
County facilities and external agencies located in unincorporated areas of Marion County will experience the same rate changes as other rural commercial municipal solid waste (MSW) customers.

List of attachments:
PowerPoint, Proposed MSW Rate Sheet, Board Order

Presenter:
Brian May

Department Head Signature:
BNicholas
Digitally signed by BNicholas
Date: 2026.10.20 12:13:53 -07'00'



2025-26 Solid Waste and Recycling Collection Rates for Marion County

Public Hearing - November 4, 2026

Annual Cost of Service Analysis (COSA)

- Each of the 8 franchised haulers submits a standardized financial report of company operations in Marion County

- Each submitted report was reviewed by Chris Bell, CPA
  - Analyze and compare the reported customer counts to the collection hours
  - Use predictive tests of revenues and expenses
  - Compare costs between County operations and other cities / collection operations
  - Adjust the reported costs to calculate the cost for each service in the urban and rural regions of Marion County

- Financial Results are used calculate the cost of providing service

Collection Rate Increases

January 1, 2027

Urban Collection Rates			
% Increase	**6.65%**	**3.20%**	**3.20%**
Rates	**35 gallon cart**	**3 yd weekly**	**20 yd haul**
Current	$ 31.85	$ 215.75	$ 213.00
Proposed	$ 33.95	$ 222.65	$ 220.00
$ ▲	$ 2.10	$ 6.90	$ 7.00

Rural Collection Rates			
% Increase	**4.50%**	**0.50%**	**12.60%**
Rates	**35 gallon cart**	**3 yd weekly**	**20 yd haul**
Current	$ 32.70	$ 206.25	$ 206.00
Proposed	$ 34.15	$ 207.30	$ 232.00
$ ▲	$ 1.45	$ 1.05	$ 26.00

Medical Waste Rates
January 1, 2027

Commercial Medical Waste - Service Provided by Marion Environmental Services

A) Low Volume Generators 1-59 boxes per month			
20 gallon box/bag	$44.95	**1.60%**	$45.65
35 gallon box/bag	$48.95	**1.60%**	$49.75
B) High Volume Generators 60+ boxes per month			
20 gallon box/bag	$33.35	**1.60%**	$33.90
35 gallon box/bag	$37.35	**1.60%**	$37.95


Questions

Exhibit A

	Marion County Approved Rates 01-01-26			Price Increase		Marion County Proposed Rates 01-01-27		
	UGB	Rural	Sparse	Urban	Rural	UGB	Rural	Sparse
I. Residential Curbside - Monthly rate for weekly service. ~ see definitions								
A) Type of Service								
20 gallon roll cart service - (without mixed organics)	$19.70	$31.80	$36.20	6.65%	4.50%	$21.00	$33.25	$37.85
20 gallon roll cart service	$28.95	N/A	N/A	6.65%	4.50%	$30.90	N/A	N/A
35 gallon roll cart service	$31.85	$32.70	$37.05	6.65%	4.50%	$33.95	$34.15	$38.70
65 gallon roll cart service	$42.30	$40.85	$45.70	6.65%	4.50%	$45.10	$42.70	$47.75
95 gallon roll cart service	$49.70	$49.75	$54.00	6.65%	4.50%	$53.00	$52.00	$56.45
B) Hardship Service [meeting criteria]								
20 gallon roll cart service - (without mixed organics)	$21.30	$33.00	$37.40	6.65%	4.50%	$22.70	$34.50	$39.10
20 gallon roll cart service	$30.55	N/A	N/A	6.65%	4.50%	$32.60	N/A	N/A
35 gallon roll cart service	$33.45	$33.90	$38.20	6.65%	4.50%	$35.65	$35.45	$39.90
C) Residential - Other Cart Charges								
Occasional extra's - (35 gallon equivalent)	$6.15	$5.95	$6.75	6.65%	4.50%	$6.55	$6.20	$7.05
Each additional garbage cart - Monthly rate for weekly service								
35 gallon roll cart	$17.05	$17.35	$19.60	6.65%	4.50%	$18.20	$18.15	$20.50
65 gallon roll cart	$27.60	$26.55	$29.70	6.65%	4.50%	$29.45	$27.75	$31.05
95 gallon roll cart	N/A	$35.30	$38.35	6.65%	4.50%	N/A	$36.90	$40.10
95 gallon mixed organics additional cart - with existing garbage service	$10.05	N/A	N/A	6.65%	4.50%	$10.70	N/A	N/A
95 gallon mixed organics - without existing garbage service UGB only up to 25% Food Waste	$18.90	N/A	N/A	6.65%	4.50%	$20.15	N/A	N/A
95 gallon mixed recycling - without existing garbage service	$12.30	$16.35	$18.55	6.65%	4.50%	$13.10	$17.10	$19.40
Residential on-call customer - 35 gallon cart	$13.10	$12.60	$15.90	6.65%	4.50%	$13.95	$13.15	$16.60
Premium service	$9.10	$14.25	$14.25	6.65%	4.50%	$9.70	$14.90	$14.90
II. Multi-Family & Mobile Home Parks Curbside - Monthly rate for weekly service. ~ see definitions								
A) Type of Service								
35 gallon roll cart service	$21.40	$27.00	$30.20	6.65%	4.50%	$22.80	$28.20	$31.55
65 gallon roll cart service	$32.35	$39.50	$44.15	6.65%	4.50%	$34.50	$41.30	$46.15
B) Multi-Family & Mobile Home Parks - Other Cart Charges								
Occasional extra's - (35 gallon equivalent)	$6.15	$5.95	$6.75	6.65%	4.50%	$6.55	$6.20	$7.05
95 gallon mixed organics cart - (up to 25%) food waste, with regular service	$18.90	N/A	N/A	6.65%	4.50%	$20.15	N/A	N/A
35 gallon food waste cart	$11.05	N/A	N/A	6.65%	4.50%	$11.80	N/A	N/A
65 gallon food waste cart	$16.95	N/A	N/A	6.65%	4.50%	$18.10	N/A	N/A
95 gallon food waste cart	$22.85	N/A	N/A	6.65%	4.50%	$24.35	N/A	N/A
Premium service	$8.35	$14.25	$14.25	6.65%	4.50%	$8.90	$14.90	$14.90
III. Commercial Cart- Monthly rate for weekly service. ~ see definitions								
A) Type of Service								
35 gallon roll cart service	$22.95	$27.05	$31.90	6.65%	4.50%	$24.50	$28.25	$33.35
65 gallon roll cart service	$36.35	$40.70	$42.80	6.65%	4.50%	$38.75	$42.55	$44.75
95 gallon roll cart service	$46.40	$52.45	$54.55	6.65%	4.50%	$49.50	$54.80	$57.00
B) Commercial - Other Cart Charges								
Each additional cart - (35 gallon equivalent)	$13.10	$12.10	$13.00	6.65%	4.50%	$13.95	$12.65	$13.60
Occasional extra's - (35 gallon equivalent)	$8.45	$7.00	$7.40	6.65%	4.50%	$9.00	$7.30	$7.75
95 gallon mixed organics cart - (up to 25%) food waste, with regular service	$18.90	N/A	N/A	6.65%	4.50%	$20.15	N/A	N/A
35 gallon food waste cart	$11.05	N/A	N/A	6.65%	4.50%	$11.80	N/A	N/A
65 gallon food waste cart	$16.95	N/A	N/A	6.65%	4.50%	$18.10	N/A	N/A
95 gallon food waste cart	$22.85	N/A	N/A	6.65%	4.50%	$24.35	N/A	N/A
IV. Cart Fees								

Exhibit A

	Marion County Approved Rates 01-01-26			Price Increase		Marion County Proposed Rates 01-01-27		
	UGB	Rural	Sparse	Urban	Rural	UGB	Rural	Sparse
Exchange Fee: Charge that applies if customer switches service which requires a receptacle to be picked up, redelivered or returned. i.e. Cart Cleaning or switching sizes								
Single cart	$22.80	$29.70	$47.50	6.65%	4.50%	$24.30	$31.05	$49.65
Multiple carts	$37.90	$41.60	$59.40	6.65%	4.50%	$40.40	$43.45	$62.05
Delivery Fee: Charge that applies if established customer adds additional service. i.e. additional mixed organics cart during the summer.								
Single cart	$22.80	$29.70	$47.50	6.65%	4.50%	$24.30	$31.05	$49.65
Multiple carts	$37.90	$41.60	$59.40	6.65%	4.50%	$40.40	$43.45	$62.05
Redelivery Fee: Charge that applies if customer becomes delinquent and carts are brought in and they want to resume service and have carts redelivered.								
Single cart	$22.80	$29.70	$47.50	6.65%	4.50%	$24.30	$31.05	$49.65
Multiple carts	$37.90	$41.60	$59.40	6.65%	4.50%	$40.40	$43.45	$62.05
Each additional 95 gallon mixed recycling cart	$3.80	$3.60	$3.60	6.65%	4.50%	$4.05	$3.75	$3.75
Return trip charge	$13.10	$12.60	$15.90	6.65%	4.50%	$13.95	$13.15	$16.60
Late Fee (Formally Service interrupt fee)	$30.00	$30.00	$30.00	6.65%	4.50%	$30.00	$30.00	$30.00
Damaged carts	$84.70	$80.60	$80.60	6.65%	4.50%	$90.35	$84.25	$84.25
Contamination fee - each cart mixed organics and mixed recycling	$16.95	$16.10	$16.10	6.65%	4.50%	$18.10	$16.80	$16.80
CONTAINER SERVICE								
V. Commercial Container - Monthly rate for weekly service.								
A) Type of Service	**UGB**	**Rural**	**Sparse**			**UGB**	**Rural**	**Sparse**
Loose Manual - First Stop								
One Yard	$83.35	$135.85	$163.00	3.20%	0.50%	$86.00	$136.55	$163.80
One and a Half Yard	$117.40	$148.85	$178.65	3.20%	0.50%	$121.15	$149.60	$179.55
Two Yard	$150.40	$161.80	$194.15	3.20%	0.50%	$155.20	$162.60	$195.10
Three Yard	$215.75	$206.25	$247.50	3.20%	0.50%	$222.65	$207.30	$248.75
Four Yard	$274.00	$274.75	$348.95	3.20%	0.50%	$282.75	$276.10	$350.70
Five Yard	$336.15	$344.25	$413.00	3.20%	0.50%	$346.90	$345.95	$415.05
Six Yard	$393.75	$368.85	$460.00	3.20%	0.50%	$406.35	$370.70	$462.30
Eight Yards	$497.40	$491.05	$613.40	3.20%	0.50%	$513.30	$493.50	$616.45
Loose Automated - First Stop								
Two Yard	$150.40	$161.80	$194.15	3.20%	0.50%	$155.20	$162.60	$195.10
Three Yard	$179.25	$206.25	$247.50	3.20%	0.50%	$185.00	$207.30	$248.75
Four Yard	$234.50	$274.75	$348.95	3.20%	0.50%	$242.00	$276.10	$350.70
Five Yard	$290.95	$344.25	$413.00	3.20%	0.50%	$300.25	$345.95	$415.05
Six Yard	$343.55	$368.85	$460.00	3.20%	0.50%	$354.55	$370.70	$462.30
Eight Yard	$447.65	$491.05	$613.40	3.20%	0.50%	$461.95	$493.50	$616.45
Each additional stop per week - loose manual & automated less first stop rate	($10.00)	($10.00)	($10.00)	0.00%	0.00%	($10.00)	($10.00)	($10.00)
**Each non-regular stop is charged the regular rate divided by four. Haulers may charge no more than the manual load rate if container cannot be accessed by automation.								
B) Container - Other Charges								
Each additional 95 gallon mixed recycling cart	$3.35	$3.40	$3.40	3.20%	0.50%	$3.45	$3.40	$3.40
Delivery fee - restarts, temporary or first time user	$31.10	$36.20	$51.70	3.20%	0.50%	$32.10	$36.40	$51.95
Late Fee (Formally Service interrupt fee) - flat fee will be charged after 60-days of non-payment	$30.00	$30.00	$30.00	0.00%	0.00%	$30.00	$30.00	$30.00
Inaccessible containers - see special service rate								
Occasional extra's & overload - see special service rate								

Exhibit A	Marion County Approved Rates 01-01-26			Price Increase		Marion County Proposed Rates 01-01-27		
	UGB	Rural	Sparse	Urban	Rural	UGB	Rural	Sparse
Franchisee will not move rear-load container further than length of franchisee's vehicle, on hard, flat surface.								
C) Compacted Material								
Compactor and container must be compatible with collector equipment, and be in a safe and operable condition. Mechanically or manually compacted, altered or compacted and shredded waste is three (3) times the loose rate.								
DROP BOX SERVICE								
VI. Drop Box Service (All rates are plus disposal, demurrage charge, mileage, and rental where applicable)								
A) Loose Material+								
10 yard	$170.00	$164.00	$164.00	3.20%	12.60%	$175.45	$184.65	$184.65
20 yard	$213.00	$206.00	$206.00	3.20%	12.60%	$219.80	$231.95	$231.95
30 yard	$213.00	$206.00	$206.00	3.20%	12.60%	$219.80	$231.95	$231.95
40 yard	$213.00	$206.00	$206.00	3.20%	12.60%	$219.80	$231.95	$231.95
50 yard	$213.00	$206.00	$206.00	3.20%	12.60%	$219.80	$231.95	$231.95
Zone mileage is charged as follows:								
Zone 1 - Salem UGB or 1 - 5 mile radius of W-T-E-F = No Mileage charge								
Zone 2+ - more than 5 air miles but less than 15 air miles from W-T-E-F = $28.20 Mileage charge	$69.00	$67.00	$67.00	3.20%	12.60%	$71.20	$75.45	$75.45
Zone 3+ - more than 15 air miles but less than 25 air miles form W-T-E-F = $56.35 Mileage charge	$90.00	$87.00	$87.00	3.20%	12.60%	$92.90	$97.95	$97.95
Zone 4+ - more than 25 air miles but less than 35 air miles form W-T-E-F = $84.55 Mileage charge	$112.00	$108.00	$108.00	3.20%	12.60%	$115.60	$121.60	$121.60
Zone 5+ - more than 35 air miles but less than 50 air miles form W-T-E-F = $133.10 Mileage charge	$161.00	$155.00	$155.00	3.20%	12.60%	$166.15	$174.55	$174.55
***W-T-E-F - Waste to Energy Facility Located in Brooks, Oregon								
B) Compacted Units								
Customer supplies the compactor and container.								
Generator supplied compactor must be compatible and safe to use with collector equipment. Plus Mileage charge as shown above. Minimum charge is based on Twenty-five cubic yard. Includes 70 minute haul time, additional time at special service rate.	$249.00	$240.00	$240.00	3.20%	12.60%	$256.95	$270.25	$270.25
+ $7.70 per yard for each additional cubic yard above 25 yards.								
+ Disposal cost multiplied by 1.03 plus zone mileage charge for compacted units								
C) Disposal Fee								
Solid Waste disposed of at an in-county approved facility - $87.45 Per ton or $13.00 Per Yard								
Solid Waste required to be disposed of at an out-of-county approved facility - See special service rate								
D) Drop Box - Other Charges								
Each additional 95 gallon mixed recycling cart	$3.35	$3.35	$3.35	3.20%	3.20%	$3.45	$3.45	$3.45
Rental per day after first 4-days (96hrs)	$12.95	$12.95	$12.95	3.20%	3.20%	$13.35	$13.35	$13.35
Monthly drop box rental	$127.00	$127.00	$127.00	3.20%	3.20%	$131.05	$131.05	$131.05
Delivery fee - occasional or first time user	$38.80	$38.80	$38.80	3.20%	3.20%	$40.05	$40.05	$40.05
Inaccessible drop box - see special service rate								
VII. Special Services								
Collector will charge the reasonable cost of disposal. Charges are to be related to a similar schedule of fees where possible. All services are plus franchise fee and plus cost of disposal. If debris exceeds 10 yards, use of drop box is at collectors discretion.								

Exhibit A

	Marion County Approved Rates 01-01-26			Price Increase		Marion County Proposed Rates 01-01-27		
	UGB	Rural	Sparse	Urban	Rural	UGB	Rural	Sparse
A) Janitorial Services and Call Backs (per hour)								
One person and one truck, portal to portal	$158.40	$158.40	$158.40	3.20%	12.60%	$163.45	$163.45	$163.45
Two persons and one truck, portal to portal	$216.00	$216.00	$216.00	3.20%	12.60%	$222.90	$222.90	$222.90
B) Residential Medical Waste								
One gallon sharps container service (same day as garbage collection service)	$21.50	$21.50	$21.50	3.20%	12.60%	$22.20	$22.20	$22.20
VIII. Commercial Medical Waste - Service Provided by Marion Environmental Services								
A) Low Volume Generators 1-59 boxes per month								
20 gallon box/bag	$44.95	$44.95	$44.95	1.60%	1.60%	$45.65	$45.65	$45.65
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
35 gallon box/bag	$48.95	$48.95	$48.95	1.60%	1.60%	$49.75	$49.75	$49.75
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
B) High Volume Generators 60+ boxes per month								
20 gallon box/bag	$33.35	$33.35	$33.35	1.60%	1.60%	$33.90	$33.90	$33.90
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
Salem Hospital - 20Gal - Collection/Disposal Only	$26.65	$26.65	$26.65	1.60%	1.60%	$27.10	$27.10	$27.10
35 gallon box/bag	$37.35	$37.35	$37.35	1.60%	1.60%	$37.95	$37.95	$37.95
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
Salem Hospital - 30Gal - Collection/Disposal Only	$28.55	$28.55	$28.55	1.60%	1.60%	$29.00	$29.00	$29.00

IX. DEFINITIONS

A) Accessible

Cart must be located in a single location with acceptable vehicle turning radius and adequate drive-up access. There must be no tree limbs adjacent to cart(s), and cart(s) must be accessible without manual movement

B) Additional Carts

Each additional cart must be placed 4' apart side by side on day of collection or customer will be charged an individual cart rate

C) Bankruptcy

Customers who have had bankruptcy shall provide one billing cycle advance payment on commercial and residential service. Payment is due at time of delivery of service for industrial service.

D) Cart Weight Limit

Maximum weights per cart: 20 gallon cart - 40 pounds, 35 gallon cart - 60 pounds, 65 gallon cart - 120 Pounds, 95 gallon cart - 180 Pounds

E) Charges

No franchised hauler shall charge a rate within the unincorporated areas of Marion County greater than that established by the Marion County Board of Commissioners. Where no rate has been established for a particular type of service, the Marion County Director of Public Works may establish an interim rate as provided under Ordinance 1309 as amended

F) Collection Day

Carts shall be placed at curb prior to 6:00 a.m. on day of collection. Customers shall not place large items or overfill the cart such that the lid cannot be closed properly.

G) Commercial Cart Service

Applies to all cart service except single family, multi-family, and mobile home park residential service. The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. Customers having greater than five carts per week service must convert to container service. No mixed organics cart service.

H) Compostable Material

Yard debris, food waste and soiled paper when source separated for composting but does not include food soiled paper containing plastic or any other material that inhibits controlled biological decomposition.

I) Damaged Carts

A fee will be assessed if customer places hazardous chemicals, paints, corrosive materials, hot ashes or dirt/rocks, etc that damages the cart.

J) Food Waste

All waste from meats, fish, shellfish, grains, fruits and vegetables, which attends or results from storage, preparation, cooking, handling, selling or serving of food for human consumption.Includes, but is not limited to, excess, spoiled or unusable foods or dairy products, meats, fish, shellfish, grains, fruits, vegetables, breads and dough, incidental amounts of edible oils, and organic waste from food processing. Food waste does not include large amounts of oils and meats which are collected for rendering, fuel production or other reuse applications. Food waste does not include dead animals not intended for human consumption or animal excrement

Includes paper products that have been in contact with food or food waste to the degree that they would not be able to be recycled into new paper products. Food soiled paper includes, but is not limited to, used paper table covers, used napkins, pizza boxes, coffee filters and waxy corrugated cardboard. Does not include unsoiled paper or cardboard products. Program is designed to include those multi family complexes that do not have access to the residential mixed organics program.

K) Hardship (Not at curb)

Hardship service is provided at residential households where no one in the household is physically capable of moving the container to the curb. The hauler may request verification from the individual's doctor. This service provided to 20-35 gallon service packages.

L) Janitorial & Call Back (per hour)

Collection of solid waste or recyclable materials that require additional handling by franchisee. i.e., removal from yard or building. This service may also include driver/truck time for additional mileage not previously included in established rates

M) Mixed Organics

Mixed Organics (also known as mixed compostables) means the process where two or more types of compostable materials are collected together (i.e. not separated) in a combination allowed by Marion County

N) Mixed Recycling

The process where two or more recyclable materials are collected together (i.e., not separated), in a combination allowed by Marion County.

O) Multi Family & Mobile Home Park Service

The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. Each multi family unit will be charged the regular residential service rate unless the landlord requests the following special option: Four or more residential dwelling units on the same property with service billed to and paid by the landlord or property owner and under one billing

P) NSF& Interest Charges

Fee is based upon regulated allowance for such penalty.

Q) Premium Service

Additional charge per cart per month, weekly collection for collection at the house up to 300ft (if over 300ft special services: hourly fee applies). Carts must be accessible with clear & unobstructed access so hauler can operate automated equipment. Hauler may request damage waiver form.

R) Residential Service

The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. UGB Only also includes -1 95 gallon roll cart for mixed organics and 1 recycling basket for recycling. Charge will apply whether containers are completely full or less than full. Carts must be at the curb or street edge with clear and unobstructed access so hauler can operate automated equipment

S) Cart Fees

Charge that applies if customer switches service which requires a cart/container to be picked up, redelivered or returned. i.e. Cart cleaning

T) Return Trip Charge

Fee will apply when a cart is blocked or not accessible at the time of service.

U) Late Fee (Service Interrupt Fee)

Flat fee will be charged after 60-days of non-payment.

V) Vacation Credit

There will be a pro-rated credit allowed on the regular monthly charge for service which is canceled for 3 consecutive weeks or more, when Hauler is notified in advance of vacation. No credit will be allowed for service which is canceled for less than 3 weeks. If a 3 week vacation occurs within a 5 week month, 1/2 month credit will be issued. Customer may receive credit no more than twice annually

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of considering adjustment)
of collection rates for haulers within the)
unincorporated areas of Marion County)

O R D E R

This matter came before the Board of Commissioners at its regular scheduled public meeting of November 4, 2026, to consider updated collection rates for collection franchises within the unincorporated areas of Marion County.

WHEREAS, under Marion County Code section 8.05.480, the Marion County Board of Commissioners shall conduct a public hearing before any collection and disposal rates may be adjusted, following an investigation conducted by the Director of the Marion County Department of Public Works; and

WHEREAS, the Director of the Marion County Department of Public Works has conducted an investigation and recommends the adjustment of collection rates for solid waste haulers within the unincorporated areas of Marion County; and

WHEREAS, the Marion County Board of Commissioners has conducted a public hearing on November 4, 2026 and, after hearing all testimony and considering all evidence presented, concludes that collection rates for solid waste haulers within the unincorporated areas of Marion County should be adjusted; now, therefore

IT IS HEREBY ORDERED that the Board of Commissioners approves the adjustment of solid waste collection rates in the unincorporated areas of Marion County as described on Exhibit A attached hereto.

DATED at Salem, Oregon, this 4th day of November 2026.

MARION COUNTY
BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/4/2026

Department: Public Works

Title: Public Hearing for Solid Waste Collection Rate Change

Management Update/Work Session Date: 09/10/2026 & 10/01/2026 **Audio/Visual aids** ☐

Time Required: 15 minutes **Contact:** Brian May **Phone:** (503) 365-3147

Requested Action:
Conduct a public hearing in accordance with Marion County Code (MCC) 8.05.480 to consider recommended changes to municipal solid waste collection rates within unincorporated areas of Marion County.

Issue, Description & Background:
Public Works staff, with the assistance of Bell & Associates, Inc., have analyzed cost of service analysis (COSA) data and an accompanying rate change request submitted by Marion County's seven franchise haulers. The proposed rates are reasonable and would result in projected return on investment (ROI) within the range specified in the franchise agreements.

Financial Impacts:
This may affect customers located in the unincorporated areas of Marion County.

Impacts to Department & External Agencies:
County facilities and external agencies located in unincorporated areas of Marion County will experience the same rate changes as other rural commercial municipal solid waste (MSW) customers.

List of attachments:
PowerPoint, Proposed MSW Rate Sheet, Board Order

Presenter:
Brian May

Department Head Signature:
BNicholas
Digitally signed by BNicholas
Date: 2026.10.20 12:13:53 -07'00'



2025-26 Solid Waste and Recycling Collection Rates for Marion County

Public Hearing - November 4, 2026

Annual Cost of Service Analysis (COSA)

- Each of the 8 franchised haulers submits a standardized financial report of company operations in Marion County

- Each submitted report was reviewed by Chris Bell, CPA
  - Analyze and compare the reported customer counts to the collection hours
  - Use predictive tests of revenues and expenses
  - Compare costs between County operations and other cities / collection operations
  - Adjust the reported costs to calculate the cost for each service in the urban and rural regions of Marion County

- Financial Results are used calculate the cost of providing service

Collection Rate Increases

January 1, 2027

Urban Collection Rates			
% Increase	**6.65%**	**3.20%**	**3.20%**
Rates	**35 gallon cart**	**3 yd weekly**	**20 yd haul**
Current	$ 31.85	$ 215.75	$ 213.00
Proposed	$ 33.95	$ 222.65	$ 220.00
$ ▲	$ 2.10	$ 6.90	$ 7.00

Rural Collection Rates			
% Increase	**4.50%**	**0.50%**	**12.60%**
Rates	**35 gallon cart**	**3 yd weekly**	**20 yd haul**
Current	$ 32.70	$ 206.25	$ 206.00
Proposed	$ 34.15	$ 207.30	$ 232.00
$ ▲	$ 1.45	$ 1.05	$ 26.00

Medical Waste Rates
January 1, 2027

Commercial Medical Waste - Service Provided by Marion Environmental Services

A) Low Volume Generators 1-59 boxes per month			
20 gallon box/bag	$44.95	**1.60%**	$45.65
35 gallon box/bag	$48.95	**1.60%**	$49.75
B) High Volume Generators 60+ boxes per month			
20 gallon box/bag	$33.35	**1.60%**	$33.90
35 gallon box/bag	$37.35	**1.60%**	$37.95


Questions

Exhibit A

	Marion County Approved Rates 01-01-26			Price Increase		Marion County Proposed Rates 01-01-27		
	UGB	Rural	Sparse	Urban	Rural	UGB	Rural	Sparse
I. Residential Curbside - Monthly rate for weekly service. ~ see definitions								
A) Type of Service								
20 gallon roll cart service - (without mixed organics)	$19.70	$31.80	$36.20	6.65%	4.50%	$21.00	$33.25	$37.85
20 gallon roll cart service	$28.95	N/A	N/A	6.65%	4.50%	$30.90	N/A	N/A
35 gallon roll cart service	$31.85	$32.70	$37.05	6.65%	4.50%	$33.95	$34.15	$38.70
65 gallon roll cart service	$42.30	$40.85	$45.70	6.65%	4.50%	$45.10	$42.70	$47.75
95 gallon roll cart service	$49.70	$49.75	$54.00	6.65%	4.50%	$53.00	$52.00	$56.45
B) Hardship Service [meeting criteria]								
20 gallon roll cart service - (without mixed organics)	$21.30	$33.00	$37.40	6.65%	4.50%	$22.70	$34.50	$39.10
20 gallon roll cart service	$30.55	N/A	N/A	6.65%	4.50%	$32.60	N/A	N/A
35 gallon roll cart service	$33.45	$33.90	$38.20	6.65%	4.50%	$35.65	$35.45	$39.90
C) Residential - Other Cart Charges								
Occasional extra's - (35 gallon equivalent)	$6.15	$5.95	$6.75	6.65%	4.50%	$6.55	$6.20	$7.05
Each additional garbage cart - Monthly rate for weekly service								
35 gallon roll cart	$17.05	$17.35	$19.60	6.65%	4.50%	$18.20	$18.15	$20.50
65 gallon roll cart	$27.60	$26.55	$29.70	6.65%	4.50%	$29.45	$27.75	$31.05
95 gallon roll cart	N/A	$35.30	$38.35	6.65%	4.50%	N/A	$36.90	$40.10
95 gallon mixed organics additional cart - with existing garbage service	$10.05	N/A	N/A	6.65%	4.50%	$10.70	N/A	N/A
95 gallon mixed organics - without existing garbage service UGB only up to 25% Food Waste	$18.90	N/A	N/A	6.65%	4.50%	$20.15	N/A	N/A
95 gallon mixed recycling - without existing garbage service	$12.30	$16.35	$18.55	6.65%	4.50%	$13.10	$17.10	$19.40
Residential on-call customer - 35 gallon cart	$13.10	$12.60	$15.90	6.65%	4.50%	$13.95	$13.15	$16.60
Premium service	$9.10	$14.25	$14.25	6.65%	4.50%	$9.70	$14.90	$14.90
II. Multi-Family & Mobile Home Parks Curbside - Monthly rate for weekly service. ~ see definitions								
A) Type of Service								
35 gallon roll cart service	$21.40	$27.00	$30.20	6.65%	4.50%	$22.80	$28.20	$31.55
65 gallon roll cart service	$32.35	$39.50	$44.15	6.65%	4.50%	$34.50	$41.30	$46.15
B) Multi-Family & Mobile Home Parks - Other Cart Charges								
Occasional extra's - (35 gallon equivalent)	$6.15	$5.95	$6.75	6.65%	4.50%	$6.55	$6.20	$7.05
95 gallon mixed organics cart - (up to 25%) food waste, with regular service	$18.90	N/A	N/A	6.65%	4.50%	$20.15	N/A	N/A
35 gallon food waste cart	$11.05	N/A	N/A	6.65%	4.50%	$11.80	N/A	N/A
65 gallon food waste cart	$16.95	N/A	N/A	6.65%	4.50%	$18.10	N/A	N/A
95 gallon food waste cart	$22.85	N/A	N/A	6.65%	4.50%	$24.35	N/A	N/A
Premium service	$8.35	$14.25	$14.25	6.65%	4.50%	$8.90	$14.90	$14.90
III. Commercial Cart- Monthly rate for weekly service. ~ see definitions								
A) Type of Service								
35 gallon roll cart service	$22.95	$27.05	$31.90	6.65%	4.50%	$24.50	$28.25	$33.35
65 gallon roll cart service	$36.35	$40.70	$42.80	6.65%	4.50%	$38.75	$42.55	$44.75
95 gallon roll cart service	$46.40	$52.45	$54.55	6.65%	4.50%	$49.50	$54.80	$57.00
B) Commercial - Other Cart Charges								
Each additional cart - (35 gallon equivalent)	$13.10	$12.10	$13.00	6.65%	4.50%	$13.95	$12.65	$13.60
Occasional extra's - (35 gallon equivalent)	$8.45	$7.00	$7.40	6.65%	4.50%	$9.00	$7.30	$7.75
95 gallon mixed organics cart - (up to 25%) food waste, with regular service	$18.90	N/A	N/A	6.65%	4.50%	$20.15	N/A	N/A
35 gallon food waste cart	$11.05	N/A	N/A	6.65%	4.50%	$11.80	N/A	N/A
65 gallon food waste cart	$16.95	N/A	N/A	6.65%	4.50%	$18.10	N/A	N/A
95 gallon food waste cart	$22.85	N/A	N/A	6.65%	4.50%	$24.35	N/A	N/A
IV. Cart Fees								

Exhibit A

	Marion County Approved Rates 01-01-26			Price Increase		Marion County Proposed Rates 01-01-27		
	UGB	Rural	Sparse	Urban	Rural	UGB	Rural	Sparse
Exchange Fee: Charge that applies if customer switches service which requires a receptacle to be picked up, redelivered or returned. i.e. Cart Cleaning or switching sizes								
Single cart	$22.80	$29.70	$47.50	6.65%	4.50%	$24.30	$31.05	$49.65
Multiple carts	$37.90	$41.60	$59.40	6.65%	4.50%	$40.40	$43.45	$62.05
Delivery Fee: Charge that applies if established customer adds additional service. i.e. additional mixed organics cart during the summer.								
Single cart	$22.80	$29.70	$47.50	6.65%	4.50%	$24.30	$31.05	$49.65
Multiple carts	$37.90	$41.60	$59.40	6.65%	4.50%	$40.40	$43.45	$62.05
Redelivery Fee: Charge that applies if customer becomes delinquent and carts are brought in and they want to resume service and have carts redelivered.								
Single cart	$22.80	$29.70	$47.50	6.65%	4.50%	$24.30	$31.05	$49.65
Multiple carts	$37.90	$41.60	$59.40	6.65%	4.50%	$40.40	$43.45	$62.05
Each additional 95 gallon mixed recycling cart	$3.80	$3.60	$3.60	6.65%	4.50%	$4.05	$3.75	$3.75
Return trip charge	$13.10	$12.60	$15.90	6.65%	4.50%	$13.95	$13.15	$16.60
Late Fee (Formally Service interrupt fee)	$30.00	$30.00	$30.00	6.65%	4.50%	$30.00	$30.00	$30.00
Damaged carts	$84.70	$80.60	$80.60	6.65%	4.50%	$90.35	$84.25	$84.25
Contamination fee - each cart mixed organics and mixed recycling	$16.95	$16.10	$16.10	6.65%	4.50%	$18.10	$16.80	$16.80
CONTAINER SERVICE								
V. Commercial Container - Monthly rate for weekly service.								
A) Type of Service	**UGB**	**Rural**	**Sparse**			**UGB**	**Rural**	**Sparse**
Loose Manual - First Stop								
One Yard	$83.35	$135.85	$163.00	3.20%	0.50%	$86.00	$136.55	$163.80
One and a Half Yard	$117.40	$148.85	$178.65	3.20%	0.50%	$121.15	$149.60	$179.55
Two Yard	$150.40	$161.80	$194.15	3.20%	0.50%	$155.20	$162.60	$195.10
Three Yard	$215.75	$206.25	$247.50	3.20%	0.50%	$222.65	$207.30	$248.75
Four Yard	$274.00	$274.75	$348.95	3.20%	0.50%	$282.75	$276.10	$350.70
Five Yard	$336.15	$344.25	$413.00	3.20%	0.50%	$346.90	$345.95	$415.05
Six Yard	$393.75	$368.85	$460.00	3.20%	0.50%	$406.35	$370.70	$462.30
Eight Yards	$497.40	$491.05	$613.40	3.20%	0.50%	$513.30	$493.50	$616.45
Loose Automated - First Stop								
Two Yard	$150.40	$161.80	$194.15	3.20%	0.50%	$155.20	$162.60	$195.10
Three Yard	$179.25	$206.25	$247.50	3.20%	0.50%	$185.00	$207.30	$248.75
Four Yard	$234.50	$274.75	$348.95	3.20%	0.50%	$242.00	$276.10	$350.70
Five Yard	$290.95	$344.25	$413.00	3.20%	0.50%	$300.25	$345.95	$415.05
Six Yard	$343.55	$368.85	$460.00	3.20%	0.50%	$354.55	$370.70	$462.30
Eight Yard	$447.65	$491.05	$613.40	3.20%	0.50%	$461.95	$493.50	$616.45
Each additional stop per week - loose manual & automated less first stop rate	($10.00)	($10.00)	($10.00)	0.00%	0.00%	($10.00)	($10.00)	($10.00)
**Each non-regular stop is charged the regular rate divided by four. Haulers may charge no more than the manual load rate if container cannot be accessed by automation.								
B) Container - Other Charges								
Each additional 95 gallon mixed recycling cart	$3.35	$3.40	$3.40	3.20%	0.50%	$3.45	$3.40	$3.40
Delivery fee - restarts, temporary or first time user	$31.10	$36.20	$51.70	3.20%	0.50%	$32.10	$36.40	$51.95
Late Fee (Formally Service interrupt fee) - flat fee will be charged after 60-days of non-payment	$30.00	$30.00	$30.00	0.00%	0.00%	$30.00	$30.00	$30.00
Inaccessible containers - see special service rate								
Occasional extra's & overload - see special service rate								

Exhibit A	Marion County Approved Rates 01-01-26			Price Increase		Marion County Proposed Rates 01-01-27		
	UGB	Rural	Sparse	Urban	Rural	UGB	Rural	Sparse
Franchisee will not move rear-load container further than length of franchisee's vehicle, on hard, flat surface.								
C) Compacted Material								
Compactor and container must be compatible with collector equipment, and be in a safe and operable condition. Mechanically or manually compacted, altered or compacted and shredded waste is three (3) times the loose rate.								
DROP BOX SERVICE								
VI. Drop Box Service (All rates are plus disposal, demurrage charge, mileage, and rental where applicable)								
A) Loose Material+								
10 yard	$170.00	$164.00	$164.00	3.20%	12.60%	$175.45	$184.65	$184.65
20 yard	$213.00	$206.00	$206.00	3.20%	12.60%	$219.80	$231.95	$231.95
30 yard	$213.00	$206.00	$206.00	3.20%	12.60%	$219.80	$231.95	$231.95
40 yard	$213.00	$206.00	$206.00	3.20%	12.60%	$219.80	$231.95	$231.95
50 yard	$213.00	$206.00	$206.00	3.20%	12.60%	$219.80	$231.95	$231.95
Zone mileage is charged as follows:								
Zone 1 - Salem UGB or 1 - 5 mile radius of W-T-E-F = No Mileage charge								
Zone 2+ - more than 5 air miles but less than 15 air miles from W-T-E-F = $28.20 Mileage charge	$69.00	$67.00	$67.00	3.20%	12.60%	$71.20	$75.45	$75.45
Zone 3+ - more than 15 air miles but less than 25 air miles form W-T-E-F = $56.35 Mileage charge	$90.00	$87.00	$87.00	3.20%	12.60%	$92.90	$97.95	$97.95
Zone 4+ - more than 25 air miles but less than 35 air miles form W-T-E-F = $84.55 Mileage charge	$112.00	$108.00	$108.00	3.20%	12.60%	$115.60	$121.60	$121.60
Zone 5+ - more than 35 air miles but less than 50 air miles form W-T-E-F = $133.10 Mileage charge	$161.00	$155.00	$155.00	3.20%	12.60%	$166.15	$174.55	$174.55
***W-T-E-F - Waste to Energy Facility Located in Brooks, Oregon								
B) Compacted Units								
Customer supplies the compactor and container.								
Generator supplied compactor must be compatible and safe to use with collector equipment. Plus Mileage charge as shown above. Minimum charge is based on Twenty-five cubic yard. Includes 70 minute haul time, additional time at special service rate.	$249.00	$240.00	$240.00	3.20%	12.60%	$256.95	$270.25	$270.25
+ $7.70 per yard for each additional cubic yard above 25 yards.								
+ Disposal cost multiplied by 1.03 plus zone mileage charge for compacted units								
C) Disposal Fee								
Solid Waste disposed of at an in-county approved facility - $87.45 Per ton or $13.00 Per Yard								
Solid Waste required to be disposed of at an out-of-county approved facility - See special service rate								
D) Drop Box - Other Charges								
Each additional 95 gallon mixed recycling cart	$3.35	$3.35	$3.35	3.20%	3.20%	$3.45	$3.45	$3.45
Rental per day after first 4-days (96hrs)	$12.95	$12.95	$12.95	3.20%	3.20%	$13.35	$13.35	$13.35
Monthly drop box rental	$127.00	$127.00	$127.00	3.20%	3.20%	$131.05	$131.05	$131.05
Delivery fee - occasional or first time user	$38.80	$38.80	$38.80	3.20%	3.20%	$40.05	$40.05	$40.05
Inaccessible drop box - see special service rate								
VII. Special Services								
Collector will charge the reasonable cost of disposal. Charges are to be related to a similar schedule of fees where possible. All services are plus franchise fee and plus cost of disposal. If debris exceeds 10 yards, use of drop box is at collectors discretion.								

Exhibit A

	Marion County Approved Rates 01-01-26			Price Increase		Marion County Proposed Rates 01-01-27		
	UGB	Rural	Sparse	Urban	Rural	UGB	Rural	Sparse
A) Janitorial Services and Call Backs (per hour)								
One person and one truck, portal to portal	$158.40	$158.40	$158.40	3.20%	12.60%	$163.45	$163.45	$163.45
Two persons and one truck, portal to portal	$216.00	$216.00	$216.00	3.20%	12.60%	$222.90	$222.90	$222.90
B) Residential Medical Waste								
One gallon sharps container service (same day as garbage collection service)	$21.50	$21.50	$21.50	3.20%	12.60%	$22.20	$22.20	$22.20
VIII. Commercial Medical Waste - Service Provided by Marion Environmental Services								
A) Low Volume Generators 1-59 boxes per month								
20 gallon box/bag	$44.95	$44.95	$44.95	1.60%	1.60%	$45.65	$45.65	$45.65
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
35 gallon box/bag	$48.95	$48.95	$48.95	1.60%	1.60%	$49.75	$49.75	$49.75
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
B) High Volume Generators 60+ boxes per month								
20 gallon box/bag	$33.35	$33.35	$33.35	1.60%	1.60%	$33.90	$33.90	$33.90
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
Salem Hospital - 20Gal - Collection/Disposal Only	$26.65	$26.65	$26.65	1.60%	1.60%	$27.10	$27.10	$27.10
35 gallon box/bag	$37.35	$37.35	$37.35	1.60%	1.60%	$37.95	$37.95	$37.95
Each additional box/bag	N/A	N/A	N/A			N/A	N/A	N/A
Salem Hospital - 30Gal - Collection/Disposal Only	$28.55	$28.55	$28.55	1.60%	1.60%	$29.00	$29.00	$29.00

IX. DEFINITIONS

A) Accessible

Cart must be located in a single location with acceptable vehicle turning radius and adequate drive-up access. There must be no tree limbs adjacent to cart(s), and cart(s) must be accessible without manual movement

B) Additional Carts

Each additional cart must be placed 4' apart side by side on day of collection or customer will be charged an individual cart rate

C) Bankruptcy

Customers who have had bankruptcy shall provide one billing cycle advance payment on commercial and residential service. Payment is due at time of delivery of service for industrial service.

D) Cart Weight Limit

Maximum weights per cart: 20 gallon cart - 40 pounds, 35 gallon cart - 60 pounds, 65 gallon cart - 120 Pounds, 95 gallon cart - 180 Pounds

E) Charges

No franchised hauler shall charge a rate within the unincorporated areas of Marion County greater than that established by the Marion County Board of Commissioners. Where no rate has been established for a particular type of service, the Marion County Director of Public Works may establish an interim rate as provided under Ordinance 1309 as amended

F) Collection Day

Carts shall be placed at curb prior to 6:00 a.m. on day of collection. Customers shall not place large items or overfill the cart such that the lid cannot be closed properly.

G) Commercial Cart Service

Applies to all cart service except single family, multi-family, and mobile home park residential service. The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. Customers having greater than five carts per week service must convert to container service. No mixed organics cart service.

H) Compostable Material

Yard debris, food waste and soiled paper when source separated for composting but does not include food soiled paper containing plastic or any other material that inhibits controlled biological decomposition.

I) Damaged Carts

A fee will be assessed if customer places hazardous chemicals, paints, corrosive materials, hot ashes or dirt/rocks, etc that damages the cart.

J) Food Waste

All waste from meats, fish, shellfish, grains, fruits and vegetables, which attends or results from storage, preparation, cooking, handling, selling or serving of food for human consumption.Includes, but is not limited to, excess, spoiled or unusable foods or dairy products, meats, fish, shellfish, grains, fruits, vegetables, breads and dough, incidental amounts of edible oils, and organic waste from food processing. Food waste does not include large amounts of oils and meats which are collected for rendering, fuel production or other reuse applications. Food waste does not include dead animals not intended for human consumption or animal excrement

Includes paper products that have been in contact with food or food waste to the degree that they would not be able to be recycled into new paper products. Food soiled paper includes, but is not limited to, used paper table covers, used napkins, pizza boxes, coffee filters and waxy corrugated cardboard. Does not include unsoiled paper or cardboard products. Program is designed to include those multi family complexes that do not have access to the residential mixed organics program.

K) Hardship (Not at curb)

Hardship service is provided at residential households where no one in the household is physically capable of moving the container to the curb. The hauler may request verification from the individual's doctor. This service provided to 20-35 gallon service packages.

L) Janitorial & Call Back (per hour)

Collection of solid waste or recyclable materials that require additional handling by franchisee. i.e., removal from yard or building. This service may also include driver/truck time for additional mileage not previously included in established rates

M) Mixed Organics

Mixed Organics (also known as mixed compostables) means the process where two or more types of compostable materials are collected together (i.e. not separated) in a combination allowed by Marion County

N) Mixed Recycling

The process where two or more recyclable materials are collected together (i.e., not separated), in a combination allowed by Marion County.

O) Multi Family & Mobile Home Park Service

The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. Each multi family unit will be charged the regular residential service rate unless the landlord requests the following special option: Four or more residential dwelling units on the same property with service billed to and paid by the landlord or property owner and under one billing

P) NSF& Interest Charges

Fee is based upon regulated allowance for such penalty.

Q) Premium Service

Additional charge per cart per month, weekly collection for collection at the house up to 300ft (if over 300ft special services: hourly fee applies). Carts must be accessible with clear & unobstructed access so hauler can operate automated equipment. Hauler may request damage waiver form.

R) Residential Service

The collector will provide cart for weekly garbage service and 1 95 gallon roll cart for every other week mixed recycling. UGB Only also includes -1 95 gallon roll cart for mixed organics and 1 recycling basket for recycling. Charge will apply whether containers are completely full or less than full. Carts must be at the curb or street edge with clear and unobstructed access so hauler can operate automated equipment

S) Cart Fees

Charge that applies if customer switches service which requires a cart/container to be picked up, redelivered or returned. i.e. Cart cleaning

T) Return Trip Charge

Fee will apply when a cart is blocked or not accessible at the time of service.

U) Late Fee (Service Interrupt Fee)

Flat fee will be charged after 60-days of non-payment.

V) Vacation Credit

There will be a pro-rated credit allowed on the regular monthly charge for service which is canceled for 3 consecutive weeks or more, when Hauler is notified in advance of vacation. No credit will be allowed for service which is canceled for less than 3 weeks. If a 3 week vacation occurs within a 5 week month, 1/2 month credit will be issued. Customer may receive credit no more than twice annually

BEFORE THE BOARD OF COMMISSIONERS
FOR MARION COUNTY, OREGON

In the matter of considering adjustment)
of collection rates for haulers within the)
unincorporated areas of Marion County)

O R D E R

This matter came before the Board of Commissioners at its regular scheduled public meeting of November 4, 2026, to consider updated collection rates for collection franchises within the unincorporated areas of Marion County.

WHEREAS, under Marion County Code section 8.05.480, the Marion County Board of Commissioners shall conduct a public hearing before any collection and disposal rates may be adjusted, following an investigation conducted by the Director of the Marion County Department of Public Works; and

WHEREAS, the Director of the Marion County Department of Public Works has conducted an investigation and recommends the adjustment of collection rates for solid waste haulers within the unincorporated areas of Marion County; and

WHEREAS, the Marion County Board of Commissioners has conducted a public hearing on November 4, 2026 and, after hearing all testimony and considering all evidence presented, concludes that collection rates for solid waste haulers within the unincorporated areas of Marion County should be adjusted; now, therefore

IT IS HEREBY ORDERED that the Board of Commissioners approves the adjustment of solid waste collection rates in the unincorporated areas of Marion County as described on Exhibit A attached hereto.

DATED at Salem, Oregon, this 4th day of November 2026.

MARION COUNTY
BOARD OF COMMISSIONERS

_____
Chair

_____
Commissioner

_____
Commissioner